

CALENDAR FOR THE BOARD OF SUPERVISORS
CONTRA COSTA COUNTY
AND FOR SPECIAL DISTRICTS, AGENCIES, AND AUTHORITIES GOVERNED BY THE BOARD
BOARD CHAMBERS ROOM 107, ADMINISTRATION BUILDING, 651 PINE STREET
MARTINEZ, CALIFORNIA 94553-1229

JOHN GIOIA, CHAIR, 1ST DISTRICT
CANDACE ANDERSEN, VICE CHAIR, 2ND DISTRICT
DIANE BURGIS, 3RD DISTRICT
KAREN MITCHOFF, 4TH DISTRICT
FEDERAL D. GLOVER, 5TH DISTRICT

DAVID J. TWA, CLERK OF THE BOARD AND COUNTY ADMINISTRATOR, (925) 335-1900

PERSONS WHO WISH TO ADDRESS THE BOARD DURING PUBLIC COMMENT OR WITH RESPECT TO AN ITEM THAT IS ON THE AGENDA, MAY BE LIMITED TO TWO (2) MINUTES.
A LUNCH BREAK MAY BE CALLED AT THE DISCRETION OF THE BOARD CHAIR.

The Board of Supervisors respects your time, and every attempt is made to accurately estimate when an item may be heard by the Board. All times specified for items on the Board of Supervisors agenda are approximate. Items may be heard later than indicated depending on the business of the day. Your patience is appreciated.

ANNOTATED AGENDA & MINUTES
November 12, 2019

9:00 A.M. Convene and announce adjournment to closed session in Room 101.

Closed Session

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

1. Agency Negotiators: David Twa and Richard Bolanos.

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: David Twa.

Unrepresented Employees: All unrepresented employees.

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

1. *Los Medanos Community Healthcare District v. Contra Costa Local Agency Formation Commission*, Contra Costa County Superior Court, Case No. C19-00048

9:30 A.M. Call to order and opening ceremonies.

Inspirational Thought- *"The veterans of our military services have put their lives on the line to protect the freedoms that we enjoy. They have dedicated their lives to their country and deserve to be recognized for their commitment."* ~ Judd Gregg, former Governor of New Hampshire

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

Staff Present: David Twa, County Administrator

CONSIDER CONSENT ITEMS (Items listed as C.1 through C.54 on the following agenda) – Items are subject to removal from Consent Calendar by request of any Supervisor or on request for discussion by a member of the public. **Items removed from the Consent Calendar will be considered with the Discussion Items.**

PRESENTATIONS (5 Minutes Each)

PRESENTATION for an update from Advisory Council on Aging. (Supervisor Andersen)

DISCUSSION ITEMS

D. 1 CONSIDER Consent Items previously removed.

There were no announcements from closed session.

D. 2 PUBLIC COMMENT (2 Minutes/Speaker)

Joseph DeLuca, Chair, Family and Childrens Trust committee, requested guidance from the Board. The committee would like clarification from the Board on whether it's intent is to limit FACT to a role as a grant management organization or for FACT members to serve as community ambassadors for child abuse prevention and intervention in Contra Costa County. He noted that there are community agencies who believe FACT members should not go out and be ambassadors in the community but rather serve in a procurement role. The Board requested the County Administrator's Office follow up on this matter with the Director of the Employment and Human Services.

D.3 CONSIDER introducing Ordinance No. 2019-34 to prohibit the sale of tobacco vaping products, flavored tobacco products, and menthol cigarettes, and to prohibit the sale or delivery of cannabis vaping products, WAIVE reading, and FIX November 19, 2019, for adoption. (Dan Peddycord, Public Health Director)

Speakers: Lynn Silver, UCSF; Nathan Rock, John Swett High School; Greg Kremenliar, NORML; Lauren Groni; Cameron Shotwell; William Latimer; Akshaj Molorotia; Susan Canedeh; Marc Whitlaw; Yanett Torres; Cherise Khaund; Dominic Vines, Courage; Rosa Ceja; Silvia Hinojasa; Francisco Tahuado; Jacquelyn Vera; Jack Parker, Courage; Nicole McNab; Melody Mender; Ali Wohlgemuth; Laura Custodio; Sharell Scales Preston; Erica Costa, American Lung Association; Nabila Sher, AMPD Coalition; Alisa Padon, Public Health institute; Pamela Epstein, Eden Enterprise; Shareef El Sissi, Eden Enterprises; Laurie Light, Garden of Eden; Susan Rock; Mary Jaccodine, CC Tobacco Coalition; Jaime Rich, ADAPT Lamorinda; Margo Connolly, ACS CAN; Kathryn Defen, ADAPT; Blythe Young, American Heart Association; Shameka Bolds; Marcesha Cendir; Jo'Mya Futch; Andrea Rosillo; Kemly Ocampo; Andrea Melendez, YTAPP; Ryan McNevin; Bryan Miller, American Cancer Society; Lori Brenner, American Cancer Society; Kathy Hoyt, ADAPT San Ramon; Nate Landaa; Andrea Hobbs, Eden Enterprises. The following submitted written commentary (attached): Rachel Kincaid, Discovery Counseling Center; Mathew P. White, M.D. and Suzanne Tavano, PhD, Contra Costa Behavioral Health; Matt Light; Marvin Cohen, Sara Bone, Marge Graham, Brad Waite, Kathy Johnson, Stephen Shuss, Rick Young, of Rossmoor; Congressman Mark DeSaulnier; Ryan Orihood, Bay Area Community Resources; Jen Grand-Lejano, American Cancer Society; Pamela N. Epstiein Esq. LL.M, Counsel for Eden Enterprises; parawin; Laura Nathan; Jacob Cogshall; Amy McNamare, Associate Superintendent, Acalanes Union High School District.

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

D.4 HEARING to consider adopting Resolution No. 2019/605, establishing new fees for services provided by the Animal Services Department; and consider introducing Ordinance No. 2019-32, establishing the times when late fees accrue on unpaid animal license fees, waive reading, and fix November 19, 2019, for adoption. (Beth Ward, Animal Services Director)

CLOSED the hearing; ADOPTED Resolution No. 2019/605 as amended to reflect an effective date of January 1, 2019; INTRODUCED Ordinance No. 2019-32, establishing the times when late fees accrue on unpaid animal license fees, WAIVED reading, and FIXED November 19, 2019, for adoption.

D.5 HEARING to consider adopting Ordinance No 2019-31, adopting the 2019 California Building, Residential, California Green Building Standards, Electrical, Plumbing, Mechanical and Existing Building Codes, with changes, additions, and deletions, as recommended by the Conservation and Development Director. (No fiscal impact) (Jason Crapo, Department of Conservation and Development)

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

D. 6 CONSIDER reports of Board members.

There were no items reported today.

11:00 A.M.

2019 Veterans' Day Celebration and Presentation of Colors to honor the men and women of Contra Costa County who have served and are currently serving in our United States Armed Forces. (Nathan Johnson, Veterans Services Officer)

Closed Session

There were no announcements from Closed Session.

ADJOURN

Adjourned today's meeting at 2:22 p.m.

CONSENT ITEMS

Road and Transportation

C.1 APPROVE and AUTHORIZE the Chair, Board of Supervisors, to execute an amendment to the Real Property Services Agreement with the City of Saratoga, to increase the amount payable to Contra Costa County by \$25,000 to a new payment limit of \$65,000, for additional right of way services in connection with the City's Quito Road Bridge Replacement Project, as recommended by the Public Works Director, Saratoga area. (100% City of Saratoga Funds)

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

C.2 APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract amendment with Kerex Engineering, Inc., to increase the payment limit by \$150,000 to a new payment limit of \$300,000, with no change to the term March 28, 2017 to March 28, 2020 for the 2017 On-Call Concrete Services Contract(s) for various road and flood control maintenance work, Countywide. (100% Local Road and Flood Control District Funds)

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

C.3 ADOPT Traffic Resolution No. 2019/4488 to prohibit stopping, standing, or parking of vehicles on a section of Las Juntas Way on the first Saturday of each month, between the hours of 12:00 AM and 4:00 AM for street sweeping, as recommended by the Public Works Director, Walnut Creek area. (No fiscal impact)

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

C.4 ADOPT Resolution No. 2019/631 accepting as complete the contracted work performed by Dirt Dynasty, Inc., for the Marsh Creek Road Traffic Safety Improvements Project, Brentwood and Clayton areas. (83% Federal Highway Safety Improvement Program Funds and 17% East County Regional Area of Benefit Funds) (District III & IV)

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

C.5 ADOPT Resolution No. 2019/632 accepting as complete the contracted work performed by Pavement Coatings, Inc. for the 2019 Asphalt Rubber Cape Seal Project, as recommended by the Public Works Director, Lafayette, Martinez, and San Pablo areas. (10% CalRecycle Grant Funds and 90% Local Road Funds)

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

Special Districts & County Airports

C.6 Acting as the governing body of the Contra Costa County Flood Control and Water Conservation District, APPROVE and AUTHORIZE the Chief Engineer, or designee, to execute a license agreement with Bridge Grayson Creek Associates, for use of a portion of the Grayson Creek Flood Control Channel for emergency vehicle access, as recommended by the Chief Engineer, Pleasant Hill area. (No fiscal impact)

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

C.7 Acting as the governing body of the Contra Costa County Flood Control and Water Conservation District, APPROVE the Three Creeks Parkway Restoration Project and take related actions under the California Environmental Quality Act, and AUTHORIZE the Chief Engineer, Contra Costa County Flood Control and Water Conservation District, or designee, to advertise the civil/earth work portion of the project, Brentwood area. (100% Flood Control Drainage Area 130 Funds)

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

C.8 Acting as the governing body of the Contra Costa County Flood Control and Water Conservation District, ADOPT Resolution No. 2019/630, and APPROVE and AUTHORIZE the Chief Engineer, or designee, to execute a related grant agreement with the State of California, Wildlife Conservation Board, to accept a state Climate Adaptation and Resilience Grant in the amount of \$1,250,000, for the District's Lower Walnut Creek Restoration Project, Walnut Creek Area, as recommended by the Chief Engineer. (100% California Wildlife Conservation Board Funds)

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

Claims, Collections & Litigation

C. 9 DENY claims filed by Jody L. Blanchard, Anthony Tyrone Garrison, Emerson and Sarah Gomez, Sarad Gyawali, Elijah Hawkins III, Meera Paul, and Jeremy D. Recht for Recht Estate Trust. DENY amended claim filed by Leah Burris and M.S. a minor.

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

Honors & Proclamations

C. 10 ADOPT Resolution No. 2019/620 recognizing all Veterans in Contra Costa County, as recommended by Supervisor Mitchoff.

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

C. 11 ADOPT Resolution No. 2019/621 honoring Concord Vet Center Director Jeffrey Jewell on the occasion of his retirement, as recommended by Supervisor Mitchoff.

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

Ordinances

C. 12 INTRODUCE Ordinance No. 2019-33 calling a special election for voter approval of a 35-year countywide transportation transaction and use tax, and consolidating the special election with the statewide primary election on March 3, 2020; WAIVE reading; and FIX November 19, 2019 for adoption, as recommended by the Conservation and Development Director. (100% Contra Costa Transportation Authority funds)

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

Hearing Dates

C. 13 FIX December 17, 2019, at 9:30 a.m., as the date and time of the hearing to consider adopting Resolution No. 2019/637 to approve increases in rental fees effective December 18, 2019, revised rental agreement documents, and new insurance requirements for the Lefty Gomez Community Center, as recommended by the Public Works Director, Rodeo area. (100% County Service Area R-10 Funds)

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

C. 14 FIX December 17, 2019, at 9:30 a.m., as the date and time of the hearing to consider adopting Resolution No. 2019/639 to approve increases in rental fees effective December 18, 2019, revised rental agreement documents, and new insurance requirements for the Montarabay Community Center, as recommended by the Public Works Director, San Pablo area. (100% County Service Area M-17 Funds)

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

Appointments & Resignations

C. 15 APPOINT Dr. Michelle Hernandez to the Community #4 seat on the Advisory Council on Equal Employment Opportunity, as recommended by the Hiring Outreach Oversight Committee.

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

C. 16 ACCEPT resignation of Dr. Aaron Bryant, DECLARE a vacancy in Community Member #2 seat on the Advisory Council on Equal Employment Opportunity, as recommended by the Advisory Council on Equal Employment Opportunity.

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

Intergovernmental Relations

C. 17 ADOPT a position of support for the Urban Libraries Council's Statement on Equitable Public Access to E-Books, as recommended by the County Librarian. (No fiscal impact)

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

Personnel Actions

C. 18 ADOPT Position Adjustment Resolution Nos. 22531 to cancel one Information Systems Programmer IV (represented) position and add one Sr. Business Analyst (represented) position; 22530 to cancel one Network Manager (represented) position and add one Information Systems Manager I (represented) position; and 22529 to cancel one Supervising Accountant (represented) position and add one Administrative Services Assistant III (represented) position, as recommended by the Department of Information Technology. (Cost Savings)

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

C. 19 ADOPT Position Adjustment Resolution No. 22542 to add one Administrative Services Assistant III (represented) and one Intermediate Clerk-Project (represented) to the Community Services Bureau, as recommended by the Employment and Human Services Director. (No County Funds)

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

C. 20 ADOPT Position Adjustment Resolution No. 22527 to add one Network Administrator I position (represented) in the Department of Information Technology. (100% User Fees)

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

C. 21 ADOPT Position Adjustment Resolution No. 25528 to cancel one vacant Accountant I (represented) position and add one Account Clerk Supervisor (represented) position in the Department of Information Technology. (Cost Neutral)

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

C. 22 ADOPT Position Adjustment Resolution No. 22549 to reallocate the salary of the County Finance Director - Exempt (unrepresented) in the County Administrator's Office, as recommended by the County Administrator.

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

Grants & Contracts

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

C. 23 APPROVE and AUTHORIZE the Public Defender, or designee, to accept funding from philanthropic organizations, in an aggregate amount of \$455,000, to support Contra Costa's Stand Together Contra Costa program to support legal services for immigrants residing in Contra Costa County for the fiscal year of 2019-2020. (100% Restricted Donation revenue)

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

C. 24 ADOPT Resolution No. 2019/629 authorizing the Conservation and Development Director to apply for and execute documents to accept grant funds in the amount of \$310,000 from the State of California's Senate Bill 2 Planning Grant Program to fund various activities that promote the development of housing in unincorporated Contra Costa County, for the period March 28, 2019 through June 30, 2022. (100% State Funds, no County match)

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

C. 25 APPROVE and AUTHORIZE the Agricultural Commissioner, or designee, to execute an agreement with the California Department of Food and Agriculture in an amount not to exceed \$25,547 to reimburse the County for services for the Bee Safe Program for the period July 1, 2019 through June 30, 2020. (No county match)

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

C. 26 ACCEPT Resolution No. 2019/627 to approve and authorize the Employment and Human Services Director, or designee, to execute a contract amendment with California Department of Aging to increase the payment limit by \$181,969 to a new payment limit of \$4,928,778 with no change in term July 1, 2019 through June 30, 2020. (12% State, 88% Federal)

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

C. 27 APPROVE and AUTHORIZE the Agricultural Commissioner, or designee, to execute an agreement with the California Department of Food and Agriculture to reimburse the County in an amount not to exceed \$869 for plant nursery inspections and related enforcement activities for the period July 1, 2019 through June 30, 2020. (No county match)

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

C. 28 APPROVE and AUTHORIZE the Health Services Director, or designee, to accept a grant award from the Department of Health Care Services, Children Medical Services, to pay the County an amount not to exceed \$1,522,480 for the Child Health and Disability Prevention, Health Care Program for children in foster care including psychotropic medication management and monitoring oversight activities for the period July 1, 2019 through June 30, 2020. (82% State, 18% County match)

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

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

C. 29 APPROVE and AUTHORIZE the Conservation and Development Director, or designee, to execute legal documents associated with the loan of \$350,000 in Community Development Block Grant funds to finance the rehabilitation of Chesley Mutual Housing Rehabilitation Project in Richmond. (100% Federal)

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

C. 30 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Collective Medical Technologies, Inc., in an amount not to exceed \$25,000 to provide software subscription and support for the Contra Costa Regional Medical Center, for the period February 13, 2019 through February 12, 2022. (100% Hospital Enterprise Fund I)

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

C. 31 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with United Family Care, LLC (dba Family Courtyard), in an amount not to exceed \$315,725 to provide augmented board and care services for County-referred mentally disordered clients for the period December 1, 2019 through November 30, 2020. (100% Mental Health Realignment funds)

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

C. 32 APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract with STAND! For Families Free of Violence, a non-profit corporation, in an amount not to exceed \$326,500 to continue implementation of the Phase III Lethality Assessment Program for Domestic Violence Homicide Prevention for the period October 1, 2019 through September 30, 2020. (100% Federal)

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

C. 33 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Toyon Associates, Inc., in an amount not to exceed \$250,000 to provide consultation and technical assistance regarding Medicare Auditing and Reporting for the period January 1, 2020 through December 31, 2021. (100% Hospital Enterprise I Funds)

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

C. 34 APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Health Services Director, a purchase order with Express Scripts Pharmacy, Inc., in an amount not to exceed \$500,000 for pharmaceuticals used at the Contra Costa Regional Medical Center and Health Centers, Martinez Detention Facility, and West County Detention Facility for the period December 1, 2019 through November 30, 2020. (100% Hospital Enterprise Fund I)

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

C. 35 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Sharjo, Inc. (dba Servicemaster Restoration Services), in an amount not to exceed \$300,000 to provide emergency restoration services to resolve emergency events requiring immediate assistance as determined by the Facilities Administration staff at Contra Costa Regional Medical Center and Health Centers for the period December 1, 2019 through November 30, 2020. (100% Hospital Enterprise Fund I)

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

C. 36 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Siri Sunderi Cheng, M.D., in an amount not to exceed \$390,000 to provide otolaryngology services for Contra Costa Regional Medical Center and Health Center patients for the period October 1, 2019 through September 30, 2020. (100% Hospital Enterprise Fund I)

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

C. 37 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Mark Kogan, M.D., in an amount not to exceed \$300,000 to provide gastroenterology services for Contra Costa Regional Medical Center and Health Center patients for the period January 1, 2020 through December 31, 2022. (100% Hospital Enterprise Fund I)

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

C. 38 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Lee A. Shratter, M.D., in an amount not to exceed \$1,230,000 to provide radiology services at Contra Costa Regional Medical Center and Health Centers for the period January 1, 2020 through December 31, 2022. (100% Hospital Enterprise Fund I)

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

C. 39 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with PH Senior Care, LLC (dba Pleasant Hill Manor) in an amount not to exceed \$803,400 to provide augmented residential board and care services, including room, board, care and supervision for County-referred mentally disordered clients for the period December 1, 2019 through November 30, 2020. (88% Mental Health Realignment funds, 12% Mental Health Services Act)

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

C. 40 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Robert Liebig, M.D., in an amount not to exceed \$1,905,000 to provide radiology services at Contra Costa Regional Medical Center and Health Centers for the period January 1, 2020 through December 31, 2022. (100% Hospital Enterprise Fund I)

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

C. 41 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Peyman Keyashian, M.D., effective December 1, 2019, to increase the payment limit by \$115,000 to a new payment limit of \$680,000, to provide additional anesthesiology services at Contra Costa Regional Medical Center and Health Centers with no change in the term February 1, 2019 through January 31, 2020. (100% Hospital Enterprise Fund I)

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

C. 42 APPROVE and AUTHORIZE the Sheriff-Coroner, or designee, to execute a contract amendment with Ikechi Ogan M.D., to increase the payment limit by \$500,000 to a new payment limit of \$1,000,000 for the provision of forensic pathology services for the term of October 1, 2018 through September 30, 2020. (100% General Fund)

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

C. 43 APPROVE and AUTHORIZE the Sheriff-Coroner, or designee, to execute a contract with Total Firearms Training in an amount not to exceed \$215,600 to provide firearms range safety management for Sheriff's personnel and range visitors for the period January 1, 2019 through December 31, 2020. (70% General Fund, 30% Participant Fees)

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

C. 44 APPROVE and AUTHORIZE the Interim Risk Manager, or designee, to execute a contract with Tuell & Associates in an amount not to exceed \$400,000 to provide workers' compensation staffing services for the period of November 1, 2019 through October 31, 2020. (100% Workers' Compensation Internal Service Fund)

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

Other Actions

C. 45 APPROVE and AUTHORIZE County Counsel or her designee to execute on behalf of the County a form consenting to joint representation of the County and Housing Consortium of the East Bay (HCEB) by Goldfarb and Lipman LLP in connection with a grant by the County of approximately \$1.2 million of Local Government Special Needs Housing Program funds to pay for HCEB's acquisition of real property in Richmond for use as affordable rental housing.

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

C. 46 ACCEPT report regarding Contra Costa County's appointments to the Regional Measure 3 Independent Oversight Committee, as recommended by the Conservation and Development Director.

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

C. 47 APPROVE the delegation of authority to the County Treasurer for investing and reinvesting County funds and the funds of other depositors in the County treasury, or to sell or exchange securities so purchased, pursuant to section 53607 of the State Government Code.

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

C. 48 ACCEPT the October 2019 Operations Update of the Employment and Human Services Department, Community Services Bureau, as recommended by the Employment and Human Services Director.

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

C. 49 REVIEW and ACCEPT the Office of Equal Employment Opportunity's Annual Outreach Report, and the Departmental Outreach Plans for FY 2019 - 2020 as recommended by the Hiring Outreach Oversight Committee.

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

C. 50 APPROVE the 2018 Annual Crop Report and AUTHORIZE the Agricultural Commissioner, or designee, to submit the publication to the California Department of Food and Agriculture. (No fiscal impact)

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

C. 51 APPROVE and AUTHORIZE the Conservation and Development Director, or designee, to execute an exclusive negotiating agreement with EAH, Inc., for the development of senior housing and approximately 1,250 sq. ft. of space for senior citizen programs on a 0.98 acre property located near Willow Avenue and San Pablo Avenue in Rodeo. (100% Housing Successor funds)

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

C. 52 Acting as the Governing Board of the Contra Costa County Housing Authority, ADOPT the proposed 2020 meeting schedule for the Housing Authority of the County of Contra Costa Board of Commissioners, as recommended by the Housing Authority Executive Director.

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

C. 53 Acting as the Governing Board of the Contra Costa County Housing Authority, DENY claim filed by LaTanya Warren.

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

C. 54 APPROVE and AUTHORIZE the County Librarian, or designee, to close all branches of the County Library in accordance with a 2020 holiday and training schedule. (No fiscal impact)

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

GENERAL INFORMATION

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

Any disclosable public records related to an open session item on a regular meeting agenda and distributed by the Clerk of the Board to a majority of the members of the Board of Supervisors less than 72 hours prior to that meeting are available for public inspection at 651 Pine Street, First Floor, Room 106, Martinez, CA 94553, during normal business hours.

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

Persons who wish to speak on matters set for PUBLIC HEARINGS will be heard when the Chair calls for comments from those persons who are in support thereof or in opposition thereto. After persons have spoken, the hearing is closed and the matter is subject to discussion and action by the Board. Comments on matters listed on the agenda or otherwise within the purview of the Board of Supervisors can be submitted to the office of the Clerk of the Board via mail: Board of Supervisors, 651 Pine Street Room 106, Martinez, CA 94553; by fax: 925-335-1913.

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) 335-1900; TDD (925) 335-1915. An assistive listening device is available from the Clerk, Room 106.

Copies of recordings of all or portions of a Board meeting may be purchased from the Clerk of the Board. Please telephone the Office of the Clerk of the Board, (925) 335-1900, to make the necessary arrangements.

Forms are available to anyone desiring to submit an inspirational thought nomination for inclusion on the Board Agenda. Forms may be obtained at the Office of the County Administrator or Office of the Clerk of the Board, 651 Pine Street, Martinez, California.

Applications for personal subscriptions to the weekly Board Agenda may be obtained by calling the Office of the Clerk of the Board, (925) 335-1900. The weekly agenda may also be viewed on the County's Internet Web Page:
www.co.contra-costa.ca.us

STANDING COMMITTEES

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

The **Family and Human Services Committee** (Supervisors Candace Andersen and John Gioia) meets on the fourth Monday of the month at 10:30 a.m. in Room 101, County Administration Building, 651 Pine Street, Martinez.

The **Finance Committee** (Supervisors Karen Mitchoff and John Gioia) meets on the fourth Monday of the month at 9:00 a.m. in Room 101, County Administration Building, 651 Pine Street, Martinez.

The **Hiring Outreach Oversight Committee** (Supervisors Candace Andersen and Federal D. Glover) meets on the first Monday of every other month at 1:00 p.m. in Room 101, County Administration Building, 651 Pine Street, Martinez.

The **Internal Operations Committee** (Supervisors Diane Burgis and Candace Andersen) meets on the second Monday of the month at 1:00 p.m. in Room 101, County Administration Building, 651 Pine Street, Martinez.

The **Legislation Committee** (Supervisors Karen Mitchoff and Diane Burgis) meets on the second Monday of the month at 10:30 a.m. in Room 101, County Administration Building, 651 Pine Street, Martinez.

The **Public Protection Committee** (Supervisors John Gioia and Federal D. Glover) meets on the first Monday of the month at 10:30 a.m. in Room 101, County Administration Building, 651 Pine Street, Martinez.

The **Transportation, Water & Infrastructure Committee** (Supervisors Karen Mitchoff and Candace Andersen) meets on the second Monday of the month at 9:00 a.m. in Room 101, County Administration Building, 651 Pine Street, Martinez.

COMMITTEE	DATE	TIME	PLACE
Airports Committee	November 13, 2019	11:00 a.m.	See above
Family & Human Services Committee	November 25, 2019 Canceled Special Meeting November 13, 2019	10:30 a.m.	See above
Finance Committee	December 23, 2019 Canceled December 16, 2019 Special Meeting	2:00 p.m.	See above
Hiring Outreach Oversight Committee	TBD	TBD	See above
Internal Operations Committee	December 9, 2019	1:00 p.m.	See above
Legislation Committee	December 9, 2019 canceled Special Meeting December 19, 2019	10:30 a.m.	Room 108
Potential Sales Tax Measure Committee	November 18, 2019	2:00 p.m.	See above
Public Protection Committee	December 2, 2019	10:30 a.m.	See above
Sustainability Committee	Special Meeting December 9, 2019	9:30 a.m.	Room 108
Transportation, Water & Infrastructure Committee	Special Meeting November 14, 2019	2:00 p.m.	See above

PERSONS WHO WISH TO ADDRESS THE BOARD DURING PUBLIC COMMENT OR WITH RESPECT TO AN ITEM THAT IS ON THE AGENDA, MAY BE LIMITED TO TWO (2) MINUTES

A LUNCH BREAK MAY BE CALLED AT THE DISCRETION OF THE BOARD CHAIR

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

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

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

- AB** Assembly Bill
- ABAG** Association of Bay Area Governments
- ACA** Assembly Constitutional Amendment
- ADA** Americans with Disabilities Act of 1990
- AFSCME** American Federation of State County and Municipal Employees
- AICP** American Institute of Certified Planners
- AIDS** Acquired Immunodeficiency Syndrome
- ALUC** Airport Land Use Commission
- AOD** Alcohol and Other Drugs
- ARRA** American Recovery & Reinvestment Act of 2009
- BAAQMD** Bay Area Air Quality Management District
- BART** Bay Area Rapid Transit District
- BayRICS** Bay Area Regional Interoperable Communications System
- BCDC** Bay Conservation & Development Commission
- BGO** Better Government Ordinance
- BOS** Board of Supervisors
- CALTRANS** California Department of Transportation
- CalWIN** California Works Information Network
- CalWORKS** California Work Opportunity and Responsibility to Kids
- CAER** Community Awareness Emergency Response
- CAO** County Administrative Officer or Office
- CCCPCFD (ConFire)** Contra Costa County Fire Protection District
- CCHP** Contra Costa Health Plan

CCTA Contra Costa Transportation Authority
CCRMC Contra Costa Regional Medical Center
CCWD Contra Costa Water District
CDBG Community Development Block Grant
CFDA Catalog of Federal Domestic Assistance
CEQA California Environmental Quality Act
CIO Chief Information Officer
COLA Cost of living adjustment
ConFire (CCCFPD) Contra Costa County Fire Protection District
CPA Certified Public Accountant
CPI Consumer Price Index
CSA County Service Area
CSAC California State Association of Counties
CTC California Transportation Commission
dba doing business as
DSRIP Delivery System Reform Incentive Program
EBMUD East Bay Municipal Utility District
ECCFPD East Contra Costa Fire Protection District
EIR Environmental Impact Report
EIS Environmental Impact Statement
EMCC Emergency Medical Care Committee
EMS Emergency Medical Services
EPSDT Early State Periodic Screening, Diagnosis and Treatment Program (Mental Health)
et al. et alii (and others)
FAA Federal Aviation Administration
FEMA Federal Emergency Management Agency
F&HS Family and Human Services Committee
First 5 First Five Children and Families Commission (Proposition 10)
FTE Full Time Equivalent
FY Fiscal Year
GHAD Geologic Hazard Abatement District
GIS Geographic Information System
HCD (State Dept of) Housing & Community Development
HHS (State Dept of) Health and Human Services
HIPAA Health Insurance Portability and Accountability Act
HIV Human Immunodeficiency Syndrome
HOV High Occupancy Vehicle
HR Human Resources
HUD United States Department of Housing and Urban Development
IHSS In-Home Supportive Services
Inc. Incorporated
IOC Internal Operations Committee
ISO Industrial Safety Ordinance
JPA Joint (exercise of) Powers Authority or Agreement
Lamorinda Lafayette-Moraga-Orinda Area
LAFCo Local Agency Formation Commission
LLC Limited Liability Company
LLP Limited Liability Partnership
Local 1 Public Employees Union Local 1
LVN Licensed Vocational Nurse
MAC Municipal Advisory Council
MBE Minority Business Enterprise
M.D. Medical Doctor
M.F.T. Marriage and Family Therapist
MIS Management Information System
MOE Maintenance of Effort
MOU Memorandum of Understanding
MTC Metropolitan Transportation Commission
NACo National Association of Counties
NEPA National Environmental Policy Act
OB-GYN Obstetrics and Gynecology
O.D. Doctor of Optometry
OES-EOC Office of Emergency Services-Emergency Operations Center
OPEB Other Post Employment Benefits
OSHA Occupational Safety and Health Administration
PARS Public Agencies Retirement Services
PEPRA Public Employees Pension Reform Act
Psy.D. Doctor of Psychology
RDA Redevelopment Agency
RFI Request For Information
RFP Request For Proposal
RFQ Request For Qualifications

RN Registered Nurse
SB Senate Bill
SBE Small Business Enterprise
SEIU Service Employees International Union
SUASI Super Urban Area Security Initiative
SWAT Southwest Area Transportation Committee
TRANSPAC Transportation Partnership & Cooperation (Central)
TRANSPLAN Transportation Planning Committee (East County)
TRE or **TTE** Trustee
TWIC Transportation, Water and Infrastructure Committee
UASI Urban Area Security Initiative
VA Department of Veterans Affairs
vs. versus (against)
WAN Wide Area Network
WBE Women Business Enterprise
WCCTAC West Contra Costa Transportation Advisory Committee



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: November 12, 2019

Subject: Ordinance No. 2019-34 prohibiting the sale of electronic smoking devices and e-liquids

RECOMMENDATION(S):

INTRODUCE Ordinance No. 2019-34 to prohibit the sale of tobacco vaping products, flavored tobacco products, and menthol cigarettes, and to prohibit the sale or delivery of cannabis vaping products, WAIVE reading, and FIX November 19, 2019, for adoption.

FISCAL IMPACT:

There are minimal fiscal impacts associated with the amendment of the Tobacco Retailing Ordinance, as a portion of Prop 56 and 99 funding Contra Costa Health Service receives for its Tobacco Prevention Project could be allocated for implementation.

BACKGROUND:

1. Introduction

On September 10, 2019, the Board of Supervisors directed staff to prepare an ordinance that would prohibit the sale of vaping products in the unincorporated county to address mounting concerns related to the rapid increase in use of these product by minors and the co-occurring epidemic of serious lung disease that has been linked to the use of vaping devices.

On October 07, 2019, staff presented a report to the Family and Human Services Committee regarding the proposed prohibition on the sale of vaping products. The Committee accepted the report and discussed the recommendations presented by staff. The Committee recommended that staff review the FDA approval process for new tobacco products, including e-cigarettes, and to address cannabis vaping products in the proposed ordinance. The Committee further recommended that the proposed ordinance prohibit the sale of

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/12/2019** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: November 12, 2019

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

By: June McHuen, Deputy

Contact: Rynn Shumacher,
(925)313-6825

flavored tobacco products in the entire unincorporated county.

2.

BACKGROUND: (CONT'D)

Summary of Ordinance No. 2019-34

Ordinance No. 2019-34 implements the Board of Supervisor's direction to prohibit the sale of vaping products and implements the Family and Human Services Committee's further recommendations regarding flavored tobacco products. Specifically, the ordinance:

- Amends Division 445 (Secondhand Smoke and Tobacco Product Control) of the County Ordinance Code to prohibit the sale of any electronic smoking device or e-liquid that is required to obtain, but has not yet obtained, a premarket review order from the U.S. Food and Drug Administration pursuant to the federal Family Smoking Prevention and Tobacco Control Act.
- Amends Chapter 413-4 (Commercial Cannabis Health Permits) of the County Ordinance Code to prohibit the sale or delivery of any e-liquid that contains tetrahydrocannabinol or any other cannabinoid, and to prohibit the sale or delivery of any electronic smoking device that can be used to deliver tetrahydrocannabinol or any other cannabinoid in aerosolized or vaporized form.
- Amends Section 445-6.006 of the County Ordinance Code to prohibit the sale of flavored tobacco products and menthol cigarettes. Currently, the sale of these products is only prohibited within 1,000 feet of a public or private school, playground, park, or library. The proposed ordinance will make the prohibition effective in all of the unincorporated County.

3. Tobacco Vaping Products

Nationwide, electronic cigarette and electronic smoking device use has increased at alarming rates since the first electronic smoking device products became available about 10 years ago. While there have been many successful efforts to reduce underage tobacco use, the growing availability of electronic cigarettes and flavored tobacco products has reversed positive trends in public health. Electronic cigarettes have often been depicted as an effective cessation device for adults, although the FDA has not approved the product for this use. At a Congressional hearing held by US House Committee on Energy and Commerce in September 2019, Dr. Norman "Ned" Sharpless, the Acting Commissioner of the FDA stated that "e-cigarette products are not safe." Dr. Sharpless went on to state that all electronic cigarettes currently on the market are illegal because they haven't been assessed by the FDA. Additionally, at least one study has concluded that for every additional adult who quits smoking using electronic cigarettes, there are 80 additional youth who initiate daily tobacco use through electronic cigarettes (Soneji et. al. 2018).

The proposed ordinance would prohibit the sale of any electronic smoking device or e-liquid that is required to obtain, but has not yet obtained, a premarket review order from the U.S. Food and Drug Administration pursuant to the federal Family Smoking Prevention and Tobacco Control Act.

To protect the public, especially youth, against the health risks created by tobacco products, Congress enacted the Family Smoking Prevention and Tobacco Control Act (Act) in 2009. Among other things, the Act authorizes the U.S. Food and Drug Administration (FDA) to set national standards governing the manufacture of tobacco products, to limit levels of harmful components in tobacco products, and to require manufacturers to disclose information and research relating to the products' health effects.

A central requirement of the Act is the FDA's premarket review of all new tobacco products. Specifically, every "new tobacco product"—defined to include any tobacco product not on the market in the United States as of February 15, 2007—must be authorized by the FDA for sale in the United States

before it may enter the marketplace. A new tobacco product may not be marketed until the FDA has found that the product is: (1) appropriate for the protection of the public health upon review of a premarket application; (2) substantially equivalent to a grandfathered product; or (3) exempt from substantial equivalence requirements.

In determining whether the marketing of a tobacco product is appropriate for the protection of the public health, the FDA must consider the risks and benefits of the product to the population as a whole, including users and nonusers of the tobacco product, and taking into account the increased or decreased likelihood that existing users of tobacco products will stop using tobacco products and the increased or decreased likelihood that those who do not use tobacco products will start using tobacco products. Where an application is insufficient to show that permitting the new tobacco product would be appropriate for the protection of the public health, the Act requires the FDA to deny the application for premarket review.

Virtually all tobacco vaping products sold today entered the market after 2007 and are considered “new tobacco products,” but have not yet obtained a premarket review order from the FDA. In 2017, the FDA issued Guidance that purported to give vaping product manufacturers until August 2022 to submit their application for premarket review. That Guidance further purported to allow unapproved products to stay on the market indefinitely, until such time as the FDA complies with its statutory duty to conduct a premarket review to determine whether a new tobacco product poses a risk to public health. More recently, in May and June 2019, a federal District Court vacated the FDA’s 2017 Guidance and ordered that applications for some new tobacco products be filed with the FDA by May 2020. However, it is still not clear how or when the FDA will conduct the required premarket reviews for the numerous unapproved products currently on the market.

The FDA’s delay in reviewing tobacco vaping products has allowed manufacturers to introduce and market products that appeal to kids and set the stage for the youth e-cigarette epidemic. Manufacturers have introduced sweet-flavored, high-nicotine products like Juul without any review of their appeal to kids or public health impact. The result was a 135% increase in e-cigarette use among high school students from 2017 to 2019. Unfortunately, nearly all tobacco vaping products (except IQOS) on the market have not obtained a premarket review order and the FDA has not taken appropriate action to enforce the requirements of the Tobacco Control Act.

4. Cannabis Vaping Products

The proposed ordinance would prohibit the sale or delivery of any e-liquid that contains tetrahydrocannabinol or any other cannabinoid, and to prohibit the sale or delivery of any electronic smoking device that can be used to deliver tetrahydrocannabinol or any other cannabinoid in aerosolized or vaporized form.

Currently the United States is experiencing a public health crisis as a result of the high number of pulmonary injuries related to vaping which are assaulting our communities in epidemic proportions. As of October 29, 2019, 1,888 cases (the youngest is 13) of electronic cigarette, or vaping, product use associated lung injury had been reported to the Centers for Disease Control and Prevention (CDC) from 49 states, the District of Columbia and 1 U.S. territory. 37 deaths have been confirmed, occurring in 24 states across the nation, with 3 having been confirmed in California. Among 867 patients with information on substances used in electronic cigarettes (as of October 15, 2019), about 86% reported using THC-containing products; 34% reported exclusive use of THC-containing products.

The CDC has recommended that the public not use electronic cigarettes or vaping products that contain THC. The CDC has also recommended that people should not buy any type of electronic cigarette or vaping product, particularly those containing THC, off the street, or modify or add any substances to

electronic cigarette or vaping products that are not intended by the manufactory, including products purchased through retail establishments.

The California Department of Public Health, the CDC, and the FDA have released a health alert to inform communities about the health risks associated with vaping any product, including the use of electronic cigarettes, as vaping has been linked to severe breathing problems and lung damage developed in a matter of months or even weeks. The advisory recommends all users to refrain from vaping, no matter the substance or source. Vaping nicotine or cannabis is dangerous and potentially deadly for any user.

After the approval of Proposition 64 in November 2016 that legalized recreational adult use of cannabis in California, Contra Costa County implemented measures to regulate the establishment of commercial cannabis businesses in the unincorporated areas of the County, including the retail sale and delivery of cannabis and cannabis products. Currently, the County is considering eligible proposals for some forms of commercial cannabis businesses.

There is growing evidence of harms associated with youth cannabis use. In a recent systematic review and meta-analysis of studies published in JAMA Pediatrics August 2019, findings revealed a significant increase in the odds of past or current and subsequent cannabis use in adolescents and young adults who used electronic cigarettes. The odds of cannabis use were 3.5 times greater in adolescents and young adults who had a history of electronic cigarette use compared with individuals who denied use. These findings highlight the importance of addressing the rapid increases in electronic cigarette use among youths to help limit cannabis use in this population. Adolescents (aged 12 to 17 years) exhibited a stronger association between electronic cigarette and cannabis use than those conducted in young adults.

Proposition 64 reserved to local jurisdictions broad authority to regulate commercial cannabis businesses. Specifically, a local jurisdiction may establish standards, requirements, and regulations regarding health and safety in addition to those imposed by the State.

5. Flavored Tobacco Products

Four out of five youth who vape nicotine, vape flavored nicotine (NIH, 2019). Youth who are 15-16 years-old are more likely to use JUUL than any other age group (Truth Initiative, 2019). Given the relationship between vaping and the associated epidemic of serious lung disease staff recommends, consistent with the recommendation from the Family and Human Services Committee, that the sale of flavored tobacco products and menthol cigarettes be prohibited in all of the unincorporated county.

In July 2017, the Board adopted Ordinance No. 2017-01 that, among other things, prohibited the sale of flavored tobacco products and menthol cigarettes within 1,000 feet of a public or private school, playground, park, or library. The proposed amendment extends the prohibition on flavored tobacco products to the entire unincorporated county.

CONSEQUENCE OF NEGATIVE ACTION:

The sale and delivery of electronic smoking devices and e-liquids and the sale of flavored tobacco products in Contra Costa County will continue to negatively impact the health of the community and will continue the expansion of tobacco influence on youth through vape and vaping associated products.

CHILDREN'S IMPACT STATEMENT:

The proposed ordinance would prohibit the sale or delivery of electronic smoking devices and e-liquids and prohibit the sale of flavored tobacco products in the entirety of the entire unincorporated county. The intent of the proposed ordinance is to reduce tobacco influence on youth and the associated negative health impacts.

CLERK'S ADDENDUM

Speakers: Lynn Silver, UCSF; Nathan Rock, John Swett High School; Greg Kremenliar, NORML; Lauren Groni; Cameron Shotwell; William Latimer; Akshaj Molorotia; Susan Canedeh; Marc Whitlaw; Yanett Torres; Cherise Khaund; Dominic Vines, Courage; Rosa Ceja; Silvia Hinojasa; Francisco Tahuado; Jacquelyn Vera; Jack Parker, Courage; Nicole McNab; Melody Mender; Ali Wohlgemuth; Laura Custodio; Sharell Scales Preston; Erica Costa, American Lung Association; Nabila Sher, AMPD Coalition; Alisa Padon, Public Health institute; Pamela Epstein, Eden Enterprise; Shareef El Sissi, Eden Enterprises; Laurie Light, Garden of Eden; Susan Rock; Mary Jaccodine, CC Tobacco Coalition; Jaime Rich, ADAPT Lamorinda; Margo Connolly, ACS CAN; Kathryn Defen, ADAPT; Blythe Young, American Heart Association; Shameka Bolds; Marcesha Cendir; Jo'Mya Futch; Andrea Rosillo; Kemly Ocampo; Andrea Melendez, YTAPP; Ryan McNevin; Bryan Miller, American Cancer Society; Lori Brenmer, American Cancer Society; Kathy Hoyt, ADAPT San Ramon; Nate Landaa; Andrea Hobbs, Eden Enterprises.

The following submitted written commentary (attached): Rachel Kincaid, Discovery Counseling Center; Mathew P. White, M.D. and Suzanne Tavano, PhD, Contra Costa Behavioral Health; Matt Light; Marvin Cohen, Sara Bone, Marge Graham, Brad Waite, Kathy Johnson, Stephen Shuss, Rick Young, of Rossmoor; Congressman Mark DeSaulnier; Ryan Orihood, Bay Area Community Resources; Jen Grand-Lejano, American Cancer Society; Pamela N. Epstein Esq. LLM, Counsel for Eden Enterprises; parawin; Laura Nathan; Jacob Cogshall; Amy McNamare, Associate Superintendent, Acalanes Union High School District.

AGENDA ATTACHMENTS

Ordinance No. 2019-34 Redline

Ordinance No. 2019-34 Clean

Family and Human Services Committee Report

MINUTES ATTACHMENTS

Correspondence Received

**DIVISION 445
SECONDHAND SMOKE AND TOBACCO
PRODUCT CONTROL**

**Chapter 445-2
GENERAL PROVISIONS**

445-2.002 Title.

This division is known as the secondhand smoke and tobacco product control ordinance of Contra Costa County.

(Ords. 2006-66 § 4, 98-43 § 2, 91-44 § 2)

445-2.004 Purpose.

The purposes of this division are to protect the public health, safety and welfare against the health hazards and harmful effects of the use of addictive tobacco products; and further to maintain a balance between the desires of persons who smoke and the need of nonsmokers to breathe smoke-free air, while recognizing that where these conflict, the need to breathe smoke-free air shall have priority.

(Ords. 2006-66 § 4, 98-43 § 2, 91-44 § 2)

445-2.006 Definitions.

For the purposes of this division, the following words and phrases have the following meanings:

- (a) “Characterizing flavor” means a distinguishable taste or aroma imparted by a tobacco product or any byproduct produced by the tobacco product that is perceivable by an ordinary consumer by either the sense of taste or smell, other than the taste or aroma of tobacco. A “characterizing flavor” includes, but is not limited to, a taste or aroma relating to a fruit, chocolate, vanilla, honey, candy, cocoa, dessert, alcoholic beverage, menthol, mint, wintergreen, herb, or spice.
- (b) “Cigar” means any roll of tobacco other than a cigarette wrapped entirely or in part in tobacco or any substance containing tobacco and weighing more than three pounds per thousand.
- (c) “Constituent” means any ingredient, substance, chemical, or compound, other than tobacco, water, or reconstituted tobacco sheet, that is added by the manufacturer to a tobacco product during the processing, manufacture, or packing of the tobacco product.
- (d) “Consumer” means a person who purchases a tobacco product for consumption and

not for sale to another.

- (e) “E-liquid” means any substance that is intended to be consumed in aerosolized or vaporized form using an electronic smoking device, regardless of the nicotine content of the substance.
- (f) “Electronic smoking device” means any ~~electronic device or delivery system~~ that can be used to deliver to a person, in aerosolized or vaporized form, an inhaled dose of nicotine, tetrahydrocannabinol, or any other cannabinoid, or other substances including but not limited to an electronic cigarette, electronic cigar, electronic pipe, electronic hookah, or vape pen. ~~An “electronic smoking device” includes a device that is manufactured, distributed, marketed, or sold as an electronic cigarette, an electronic cigar, an electronic cigarillo, an electronic pipe, an electronic hookah, a vape pen, or a vapor pen.~~ “Electronic smoking device” includes any component, part, or accessory of such a device, including but not limited to a cartridge, that is used during the operation of the device.
- (gf) “Enclosed” means all space between a floor and ceiling where the space is closed in on all sides by solid walls or windows that extend from the floor to the ceiling. An enclosed space may have openings for ingress and egress, such as doorways or passageways. An enclosed space includes all areas within that space, such as hallways and areas screened by partitions that do not extend to the ceiling or are not solid.
- (hg) “Flavored tobacco product” means any tobacco product, other than cigarettes as defined by federal law, that contains a constituent that imparts a characterizing flavor. A tobacco product whose labeling or packaging contains text or an image indicating that the product imparts a characterizing flavor is presumed to be a flavored tobacco product.
- (ih) “Little cigar” means any roll of tobacco other than a cigarette wrapped entirely or in part in tobacco or any substance containing tobacco and weighing no more than three pounds per thousand. “Little cigar” includes, but is not limited to, any tobacco product known or labeled as “small cigar” or “little cigar.”
- (j) “Package” or “packaging” means a pack, box, carton, or container of any kind, or any wrapping, in which a tobacco product is sold or offered for sale to a consumer.
- (kj) “Menthol cigarettes” means cigarettes as defined by federal law, that have a characterizing flavor of menthol, mint, or wintergreen, including cigarettes advertised, labeled, or described by the manufacturer as possessing a menthol characterizing flavor.
- (lk) “Multi-unit residence” means a building that contains two or more dwelling units, including but not limited to apartments, condominiums, senior citizen housing, nursing

homes, and single room occupancy hotels. A primary residence with an attached or detached accessory dwelling unit permitted pursuant to Chapter 82-24 of this code is not a multi-unit residence for purposes of this division.

(~~m~~) “Multi-unit residence common area” means any indoor or outdoor area of a multi-unit residence accessible to and usable by residents of different dwelling units, including but not limited to halls, lobbies, laundry rooms, common cooking areas, stairwells, outdoor eating areas, play areas, swimming pools, and carports.

(~~n~~) “Place of employment” means any area under the control of an employer, business, or nonprofit entity that an employee, volunteer, or the public may have cause to enter in the normal course of operations, regardless of the hours of operation. Places of employment include, but are not limited to: indoor work areas; bars; restaurants; hotels and motels, including all guest rooms; vehicles used for business purposes; taxis; employee lounges and breakrooms; conference and banquet rooms; bingo and gaming facilities; long-term health care facilities; warehouses; retail or wholesale tobacco shops; and private residences used as licensed child-care or health-care facilities when employees, children, or patients are present and during business hours. The places specified in subdivisions (e)(1), (2), (6), and (7) of Labor Code section 6404.5 are places of employment for the purposes of this division and are regulated as specified in this division. The places specified in subdivisions (e)(3), (4), and (5) of Labor Code section 6404.5 are not places of employment for the purposes of this division.

(~~o~~) “Public place” means any area to which the public is invited or in which the public is permitted. A private residence is not a public place.

(~~p~~) “Self-service display” means the open display or storage of tobacco products or tobacco paraphernalia in a manner that is physically accessible in any way to the general public without the assistance of the retailer or employee of the retailer. A vending machine is a form of self-service display.

(~~q~~) “Service area” means any area designed to be or regularly used by one or more persons to receive or wait to receive a service, enter a public place, or make a transaction, whether or not the service involves the exchange of money. “Service areas” include but are not limited to automatic teller machine waiting areas, bank teller windows, ticket lines, bus stops and taxi stands.

(~~r~~) “Smoke” means the gases, particles, or vapors released into the air as a result of combustion, electrical ignition, or vaporization when the apparent or usual purpose of the combustion, electrical ignition, or vaporization is human inhalation of the byproduct, except when the combusting or vaporizing material contains no tobacco or nicotine or illegal substances, and the purpose of inhalation is solely olfactory, such as, for example, smoke from incense. The term “smoke” includes, but is not limited to, tobacco smoke, electronic smoking device vapors, marijuana smoke, and smoke from

any illegal substance.

(~~sf~~) “Smoking” means inhaling, exhaling, burning, or carrying any lighted, heated, or ignited cigar, cigarette, cigarillo, pipe, hookah, electronic smoking device, or any plant product intended for human inhalation.

(~~ts~~) “Tobacco paraphernalia” means any item designed or marketed for the consumption, use, or preparation of tobacco products.

(~~ut~~) “Tobacco product” means any of the following:

(1) Any product containing, made from, or derived from tobacco or nicotine that is intended for human consumption, whether smoked, heated, chewed, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, including but not limited to cigarettes, cigars, little cigars, chewing tobacco, pipe tobacco, and snuff.

(2) Any electronic smoking device that contains nicotine or can be used to deliver nicotine in aerosolized or vaporized form.

(3) Any component, part, or accessory of a tobacco product, whether or not it is sold separately.

(4) “Tobacco product” does not include any product that has been approved by the United States Food and Drug Administration for sale as a tobacco cessation product or for other therapeutic purposes where the product is marketed and sold solely for that approved purpose.

(~~y#~~) “Tobacco retailer” means any individual or entity who sells, offers for sale, or exchanges or offers to exchange for any form of consideration, tobacco, tobacco products, or tobacco paraphernalia. “Tobacco retailing” means the doing of any of these things. This definition is without regard to the quantity of tobacco products or tobacco paraphernalia sold, offered for sale, exchanged, or offered for exchange.

(Ords. 2019-34 § 2, 2018-07 § 7, 2017-01 § 2, 2013-10 § 2, 2010-10 § 2, 2006-66 § 4, 98-43 § 2, 91-44 § 2.)

~~(Ords. 2018-07 § 7, 2017-01 § 2, 2013-10 § II, 4-9-13, 2010-10 § II, 10-12-10, 2006-66 § 4, 98-43 § 2, 91-44 § 2).~~

Chapter 445-6
TOBACCO SALES

445-6.002 Self-service displays.

- (a) It is unlawful for any person or tobacco retailer to sell, permit to be sold, offer for sale, or display for sale any tobacco product or tobacco paraphernalia by means of self-service display, vending machine, rack, counter-top or shelf that allows self-service sales for any tobacco product or tobacco paraphernalia.
- (b) All tobacco products and tobacco paraphernalia shall be offered for sale exclusively by means of vendor or employee assistance. Tobacco products and tobacco paraphernalia shall be kept in a locked case that requires employee assistance to retrieve the tobacco products or tobacco paraphernalia.

(Ords. 2006-66 § 6, 98-43 § 2).

445-6.004 Distribution of free samples and coupons.

It is unlawful for any person, agent, or employee of a person in the business of selling or distributing cigarettes or other tobacco or smoking products to distribute, or direct, authorize, or permit any agent or employee to distribute, any of the following to any person on any public street or sidewalk or in any public park or playground or on any other public ground or in any public building:

- (a) Any tobacco product;
- (b) Coupons, certificates, or other written material that may be redeemed for tobacco products without charge.

(Ords. 2006-66 § 6, 91-44 § 2)

445-6.006 Flavored tobacco products and menthol cigarettes.

~~No tobacco retailer may sell, offer for sale, or exchange or offer to exchange for any form of consideration, to a consumer any flavored tobacco product or menthol cigarette. It is a violation of this division for any tobacco retailer to sell or offer for sale any flavored tobacco product or menthol cigarettes within 1,000 feet of any parcel occupied by a public or private school, playground, park, or library. For the purposes of this section, distance is measured by the shortest line connecting any point on the property line of the parcel where the tobacco retailer operates to any point on the property line of the other parcel.~~

(Ords. 2019-34 § 6, 2017-01 § 4).

445-6.008 Packaging and labeling.

No tobacco retailer may sell any tobacco product to any consumer unless that product is sold in the original manufacturer’s packaging intended for sale to consumers and conforms to all applicable federal labeling requirements.

(Ord. 2017-01 § 5).

445-6.010 Minimum package size for little cigars and cigars.

No tobacco retailer may sell to a consumer any of the following:

- (a) Any little cigar unless it is sold in a package of at least ten little cigars.
- (b) Any cigar unless it is sold in a package of at least ten cigars. This subsection does not apply to a cigar that has a price of at least \$5 per cigar, including all applicable taxes and fees.

(Ord. 2017-01 § 6).

445-6.012 Identification required.

No tobacco retailer may sell or transfer a tobacco product or tobacco paraphernalia to a person who reasonably appears to be under the age of 27 years without first examining the identification of the recipient to confirm that the recipient is at least the minimum age under state law to purchase the tobacco product or tobacco paraphernalia.

(Ord. 2017-01 § 7).

445-6.014 Electronic smoking devices and e-liquids.

No tobacco retailer may sell, offer for sale, or exchange or offer to exchange for any form of consideration, to a consumer any electronic smoking device or e-liquid where the electronic smoking device or e-liquid:

- (a) Is a new tobacco product as defined in Section 387j(a)(1) of Title 21 of the U.S. Code;
- (b) Requires premarket review under Section 387j of Title 21 of the U.S. Code; and
- (c) Does not have a premarket review order issued under Section 387j(c)(1)(A)(i) of Title 21 of the U.S. Code.

(Ord. 2019-34 § 3.)

Chapter 413-4
COMMERCIAL CANNABIS HEALTH PERMITS

Article 413-4.6
COMMERCIAL CANNABIS ACTIVITY HEALTH STANDARDS

413-4.602 Standards for all permittees.

A permittee shall comply with all of the following standards.

- (a) Compliance with State and Local Laws. A permittee shall comply with all state and local laws and regulations.
- (b) State License. A permittee shall maintain a valid state license. A permittee shall notify the director within three days after receiving any notices of violations or other corrective action ordered by a state or other local licensing authority.
- (c) Business License. A permittee shall maintain a valid county business license.
- (d) Hours of Operation. All permitted facilities shall be closed to the general public, and deliveries are prohibited, between the hours of 9:00 p.m. and 8:00 a.m. the following day.

(Ord. No. 2018-23, § II, 8-7-18)

413-4.604 Commercial cannabis activity standards.

A permittee engaged in a commercial cannabis activity shall comply with all of the following standards in addition to the standards specified in Section 413-4.602.

- (a) Land Use Entitlements. A permittee shall maintain a valid land use permit issued pursuant to Chapter 88-28 authorizing the commercial cannabis activity.
- (b) Odor Control. A permittee shall prevent odors generated from the permitted commercial cannabis activity from impacting neighboring parcels or creating a public nuisance. Unresolved or repeated odor complaints may be a basis for revocation of the permit or denial of permit renewal.
- (c) No Consumption on Premises. No cannabis or cannabis product may be smoked, ingested, or otherwise consumed on the premises.

- (d) Security Breach. A permittee shall notify the county sheriff's office within twenty-four hours after discovering any diversion, theft, loss, or any criminal activity involving cannabis, cannabis product, or any agent or employee of the permittee.

(Ord. No. 2018-23, § II, 8-7-18)

413-4.606 Processing and manufacturing standards.

A permittee that processes or manufactures cannabis or cannabis products shall comply with all of the following standards in addition to the standards specified in Sections 413-4.602 and 413-4.604.

- (a) No volatile solvent may be used to process or manufacture cannabis or cannabis products.
- (b) All processing and manufacturing operations must occur at the fixed location listed on the permit.

(Ord. No. 2018-23, § II, 8-7-18)

413-4.608 Retail sale standards.

A permittee that sells cannabis or cannabis products shall comply with all of the following standards in addition to the standards specified in Sections 413-4.602 and 413-4.604.

- (a) Within each building in which cannabis or cannabis products are sold, the permittee shall prominently display a sign including the following statement in bold print:

"GOVERNMENT WARNING: CANNABIS IS A SCHEDULE I CONTROLLED SUBSTANCE. KEEP OUT OF REACH OF CHILDREN AND ANIMALS. CANNABIS MAY ONLY BE POSSESSED OR CONSUMED BY PERSONS 21 YEARS OF AGE OR OLDER UNLESS THE PERSON IS A QUALIFIED PATIENT. THE INTOXICATING EFFECTS OF CANNABIS MAY BE DELAYED UP TO TWO HOURS. CANNABIS USE WHILE PREGNANT OR BREASTFEEDING MAY BE HARMFUL. CONSUMPTION OF CANNABIS IMPAIRS YOUR ABILITY TO DRIVE AND OPERATE MACHINERY. PLEASE USE EXTREME CAUTION."

- (b) Within each building in which cannabis or cannabis products are sold, the permittee shall establish a waiting area that persons must enter prior to entering the retail area. No person

may be admitted to the waiting area without first verifying through examination of a government-issued identification card that he or she is at least the minimum age under state law to enter the premises. The waiting area must be physically separated from the retail area. No cannabis or cannabis product may be accessible to customers in the waiting area.

- (c) The permittee or at least one employee shall be physically present in the retail area at all times when any non-employee is in the retail area. Within the retail area, the number of non-employees may not exceed twice the number of employees at any time.
- (d) The sale of any non-cannabis food or beverage, alcohol or alcohol product, or tobacco or tobacco product from the permitted premises is prohibited.
- (e) The sale of more than eight hundred milligrams of tetrahydrocannabinol in the form of edible cannabis products to a single cannabis customer in a single day is prohibited.
- (f) The sale of any cannabis product listed in Section 40300 of Division 1 of Title 17 of the California Code of Regulations is prohibited.
- (g) The sale of any flavored cannabis product for which the primary use is human inhalation of the gases, particles, vapors, or byproducts released as a result of combustion, electrical ignition, or vaporization of the flavored cannabis product, is prohibited.
- (h) A permittee shall not sell, permit to be sold, offer for sale, or display for sale any cannabis or cannabis product by means of self-service display, vending machine, rack, counter-top, or shelf that allows self-service sales for any cannabis or cannabis product. All cannabis and cannabis products must be offered for sale only by means of permittee or employee assistance.
- (i) The sale of any electronic smoking device that contains tetrahydrocannabinol or any other cannabinoid, or can be used to deliver tetrahydrocannabinol or any other cannabinoid in aerosolized or vaporized form, is prohibited. For purposes of this subsection, “electronic smoking device” has the meaning set forth in Section 445-2.006. This subsection does not apply to any device regulated by the federal Family Smoking Prevention and Tobacco Control Act.
- (h)(j) The sale of any e-liquid that contains tetrahydrocannabinol or any other cannabinoid is prohibited. For purposes of this subsection, “e-liquid” has the meaning set forth in

Section 445-2.006. This subsection does not apply to any substance regulated by the federal Family Smoking Prevention and Tobacco Control Act.

(Ords. 2019-34 § 4, 2018-23 § 2.) (~~Ord. No. 2018-23, § II, 8-7-18~~)

413-4.610 Retail delivery standards.

A permittee that delivers cannabis or cannabis products from a retail location in the unincorporated area of the county to any location in the unincorporated area of the county shall comply with all of the following standards in addition to the standards specified in Sections 413-4.602 and 413-4.604. A permittee that delivers cannabis or cannabis products from a location outside the unincorporated area of the county to any location in the unincorporated area of the county shall comply with all of the following standards in addition to the standards specified in Section 413-4.602.

- (a) The delivery of more than eight hundred milligrams of tetrahydrocannabinol in the form of edible cannabis products to a single cannabis customer in a single day is prohibited.
- (b) The delivery of any cannabis product listed in Title 17, California Code of Regulations, section 40300, is prohibited.
- (c) The delivery of any flavored cannabis product for which the primary use is human inhalation of the gases, particles, vapors, or byproducts released as a result of combustion, electrical ignition, or vaporization of the flavored cannabis product, is prohibited.
- (d) A permittee may not display any advertisement upon any vehicle that is used for the delivery of cannabis or cannabis products that promotes any activity related to cannabis or that identifies the permittee or the business conducting the delivery.
- (e) A delivery employee who delivers cannabis or cannabis products to a customer shall have in his or her possession a copy of the permit issued under this chapter authorizing the delivery, which shall be made available upon request to law enforcement.
- (f) No delivery employee may deliver cannabis or cannabis products to a customer without first examining a government-issued identification card of the recipient to confirm that the recipient is the customer who requested the delivery and that the recipient is at least the minimum age under state law to purchase the cannabis or cannabis product.

- (g) A delivery employee who delivers cannabis or cannabis products to a customer shall at the time of delivery provide the customer with a written warning that includes the following statement in bold print:

"GOVERNMENT WARNING: CANNABIS IS A SCHEDULE I CONTROLLED SUBSTANCE. KEEP OUT OF REACH OF CHILDREN AND ANIMALS. CANNABIS MAY ONLY BE POSSESSED OR CONSUMED BY PERSONS 21 YEARS OF AGE OR OLDER UNLESS THE PERSON IS A QUALIFIED PATIENT. THE INTOXICATING EFFECTS OF CANNABIS MAY BE DELAYED UP TO TWO HOURS. CANNABIS USE WHILE PREGNANT OR BREASTFEEDING MAY BE HARMFUL. CONSUMPTION OF CANNABIS IMPAIRS YOUR ABILITY TO DRIVE AND OPERATE MACHINERY. PLEASE USE EXTREME CAUTION."

(h) The delivery of any electronic smoking device that contains tetrahydrocannabinol or any other cannabinoid, or can be used to deliver tetrahydrocannabinol or any other cannabinoid in aerosolized or vaporized form, is prohibited. For purposes of this subsection, "electronic smoking device" has the meaning set forth in Section 445-2.006. This subsection does not apply to any device regulated by the federal Family Smoking Prevention and Tobacco Control Act.

~~(h)~~(i) The delivery of any e-liquid that contains tetrahydrocannabinol or any other cannabinoid is prohibited. For purposes of this subsection, "e-liquid" has the meaning set forth in Section 445-2.006. This subsection does not apply to any substance regulated by the federal Family Smoking Prevention and Tobacco Control Act.

(Ords. 2019-34 § 5, 2018-23 § 2.) ~~(Ord. No. 2018 23, § II, 8-7-18)~~

ORDINANCE NO. 2019-34

SALE OF ELECTRONIC SMOKING DEVICES AND E-LIQUIDS PROHIBITED

The Contra Costa County Board of Supervisors ordains as follows (omitting the parenthetical footnotes from the official text of the enacted or amended provisions of the County Ordinance Code):

SECTION I. SUMMARY. This ordinance amends Division 445 of the County Ordinance Code to prohibit the sale of any e-liquid or electronic smoking device that is required to obtain, but has not yet obtained, a premarket review order from the U.S. Food and Drug Administration pursuant to the federal Family Smoking Prevention and Tobacco Control Act. This ordinance also amends Chapter 413-4 of the County Ordinance Code to prohibit the sale or delivery of any e-liquid that contains tetrahydrocannabinol or any other cannabinoid, and to prohibit the sale or delivery of any electronic smoking device that can be used to deliver tetrahydrocannabinol or any other cannabinoid in aerosolized or vaporized form. This ordinance also amends Division 445 of the County Ordinance Code to prohibit the sale of flavored tobacco products and menthol cigarettes.

SECTION II. Section 445-2.006 of the County Ordinance Code is amended to read:

445-2.006 Definitions. For the purposes of this division, the following words and phrases have the following meanings:

- (a) "Characterizing flavor" means a distinguishable taste or aroma imparted by a tobacco product or any byproduct produced by the tobacco product that is perceivable by an ordinary consumer by either the sense of taste or smell, other than the taste or aroma of tobacco. A "characterizing flavor" includes, but is not limited to, a taste or aroma relating to a fruit, chocolate, vanilla, honey, candy, cocoa, dessert, alcoholic beverage, menthol, mint, wintergreen, herb, or spice.
- (b) "Cigar" means any roll of tobacco other than a cigarette wrapped entirely or in part in tobacco or any substance containing tobacco and weighing more than three pounds per thousand.
- (c) "Constituent" means any ingredient, substance, chemical, or compound, other than tobacco, water, or reconstituted tobacco sheet, that is added by the manufacturer to a tobacco product during the processing, manufacture, or packing of the tobacco product.
- (d) "Consumer" means a person who purchases a tobacco product for consumption and not for sale to another.

- (e) "E-liquid " means any substance that is intended to be consumed in aerosolized or vaporized form using an electronic smoking device, regardless of the nicotine content of the substance.
- (f) "Electronic smoking device" means any device or delivery system that can be used to deliver to a person, in aerosolized or vaporized form, nicotine, tetrahydrocannabinol, or any other cannabinoid, including but not limited to an electronic cigarette, electronic cigar, electronic pipe, electronic hookah, or vape pen. "Electronic smoking device" includes any component, part, or accessory of such a device, including but not limited to a cartridge, that is used during the operation of the device.
- (g) "Enclosed" means all space between a floor and ceiling where the space is closed in on all sides by solid walls or windows that extend from the floor to the ceiling. An enclosed space may have openings for ingress and egress, such as doorways or passageways. An enclosed space includes all areas within that space, such as hallways and areas screened by partitions that do not extend to the ceiling or are not solid.
- (h) "Flavored tobacco product" means any tobacco product, other than cigarettes as defined by federal law, that contains a constituent that imparts a characterizing flavor. A tobacco product whose labeling or packaging contains text or an image indicating that the product imparts a characterizing flavor is presumed to be a flavored tobacco product.
- (i) "Little cigar" means any roll of tobacco other than a cigarette wrapped entirely or in part in tobacco or any substance containing tobacco and weighing no more than three pounds per thousand. "Little cigar" includes, but is not limited to, any tobacco product known or labeled as "small cigar" or "little cigar."
- (j) "Package" or "packaging" means a pack, box, carton, or container of any kind, or any wrapping, in which a tobacco product is sold or offered for sale to a consumer.
- (k) "Menthol cigarettes" means cigarettes as defined by federal law, that have a characterizing flavor of menthol, mint, or wintergreen, including cigarettes advertised, labeled, or described by the manufacturer as possessing a menthol characterizing flavor.
- (l) "Multi-unit residence" means a building that contains two or more dwelling units, including but not limited to apartments, condominiums, senior citizen housing, nursing homes, and single room occupancy hotels. A primary residence with an attached or detached accessory dwelling unit permitted pursuant to Chapter 82-24 is not a multi-unit residence for purposes of this division.
- (m) "Multi-unit residence common area" means any indoor or outdoor area of a multi-unit residence accessible to and usable by residents of different dwelling units, including but

not limited to halls, lobbies, laundry rooms, common cooking areas, stairwells, outdoor eating areas, play areas, swimming pools, and carports.

- (n) "Place of employment" means any area under the control of an employer, business, or nonprofit entity that an employee, volunteer, or the public may have cause to enter in the normal course of operations, regardless of the hours of operation. Places of employment include, but are not limited to: indoor work areas; bars; restaurants; hotels and motels, including all guest rooms; vehicles used for business purposes; taxis; employee lounges and breakrooms; conference and banquet rooms; bingo and gaming facilities; long-term health care facilities; warehouses; retail or wholesale tobacco shops; and private residences used as licensed child-care or health-care facilities when employees, children, or patients are present and during business hours. The places specified in subdivisions (e)(1), (2), (6), and (7) of Labor Code section 6404.5 are places of employment for the purposes of this division and are regulated as specified in this division. The places specified in subdivisions (e)(3), (4), and (5) of Labor Code section 6404.5 are not places of employment for the purposes of this division.
- (o) "Public place" means any area to which the public is invited or in which the public is permitted. A private residence is not a public place.
- (p) "Self-service display" means the open display or storage of tobacco products or tobacco paraphernalia in a manner that is physically accessible in any way to the general public without the assistance of the retailer or employee of the retailer. A vending machine is a form of self-service display.
- (q) "Service area" means any area designed to be or regularly used by one or more persons to receive or wait to receive a service, enter a public place, or make a transaction, whether or not the service involves the exchange of money. "Service areas" include but are not limited to automatic teller machine waiting areas, bank teller windows, ticket lines, bus stops and taxi stands.
- (r) "Smoke" means the gases, particles, or vapors released into the air as a result of combustion, electrical ignition, or vaporization when the apparent or usual purpose of the combustion, electrical ignition, or vaporization is human inhalation of the byproducts, except when the combusting or vaporizing material contains no tobacco or nicotine or illegal substances, and the purpose of inhalation is solely olfactory, such as, for example, smoke from incense. The term "smoke" includes, but is not limited to, tobacco smoke, electronic smoking device vapors, marijuana smoke, and smoke from any illegal substance.
- (s) "Smoking" means inhaling, exhaling, burning, or carrying any lighted, heated, or ignited cigar, cigarette, cigarillo, pipe, hookah, electronic smoking device, or any plant product

intended for human inhalation.

- (t) "Tobacco paraphernalia" means any item designed or marketed for the consumption, use, or preparation of tobacco products.
- (u) "Tobacco product" means any of the following:
 - (1) Any product containing, made from, or derived from tobacco or nicotine that is intended for human consumption, whether smoked, heated, chewed, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, including but not limited to cigarettes, cigars, little cigars, chewing tobacco, pipe tobacco, and snuff.
 - (2) Any electronic smoking device that contains nicotine or can be used to deliver nicotine in aerosolized or vaporized form.
 - (3) Any component, part, or accessory of a tobacco product, whether or not it is sold separately.
 - (4) "Tobacco product" does not include any product that has been approved by the United States Food and Drug Administration for sale as a tobacco cessation product or for other therapeutic purposes where the product is marketed and sold solely for that approved purpose.
- (v) "Tobacco retailer" means any individual or entity who sells, offers for sale, or exchanges or offers to exchange for any form of consideration, tobacco, tobacco products, or tobacco paraphernalia. "Tobacco retailing" means the doing of any of these things. This definition is without regard to the quantity of tobacco products or tobacco paraphernalia sold, offered for sale, exchanged, or offered for exchange. (Ords. 2019-34 § 2, 2018-07 § 7, 2017-01 § 2, 2013-10 § 2, 2010-10 § 2, 2006-66 § 4, 98-43 § 2, 91-44 § 2.)

SECTION III. Section 445-6.014 is added to the County Ordinance Code, to read:

445-6.014 Electronic smoking devices and e-liquids. No tobacco retailer may sell, offer for sale, or exchange or offer to exchange for any form of consideration, to a consumer any electronic smoking device or e-liquid where the electronic smoking device or e-liquid:

- (a) Is a new tobacco product as defined in Section 387j(a)(1) of Title 21 of the U.S. Code;
- (b) Requires premarket review under Section 387j of Title 21 of the U.S. Code; and
- (c) Does not have a premarket review order issued under Section 387j(c)(1)(A)(i) of Title 21

of the U.S. Code. (Ord. 2019-34 § 3.)

SECTION IV. Section 413-4.608 of the County Ordinance Code is amended to read:

413-4.608 Retail sale standards. A permittee that sells cannabis or cannabis products shall comply with all of the following standards in addition to the standards specified in Sections 413-4.602 and 413-4.604.

- (a) Within each building in which cannabis or cannabis products are sold, the permittee shall prominently display a sign including the following statement in bold print:

"GOVERNMENT WARNING: CANNABIS IS A SCHEDULE I CONTROLLED SUBSTANCE. KEEP OUT OF REACH OF CHILDREN AND ANIMALS. CANNABIS MAY ONLY BE POSSESSED OR CONSUMED BY PERSONS 21 YEARS OF AGE OR OLDER UNLESS THE PERSON IS A QUALIFIED PATIENT. THE INTOXICATING EFFECTS OF CANNABIS MAY BE DELAYED UP TO TWO HOURS. CANNABIS USE WHILE PREGNANT OR BREASTFEEDING MAY BE HARMFUL. CONSUMPTION OF CANNABIS IMPAIRS YOUR ABILITY TO DRIVE AND OPERATE MACHINERY. PLEASE USE EXTREME CAUTION."

- (b) Within each building in which cannabis or cannabis products are sold, the permittee shall establish a waiting area that persons must enter prior to entering the retail area. No person may be admitted to the waiting area without first verifying through examination of a government-issued identification card that he or she is at least the minimum age under state law to enter the premises. The waiting area must be physically separated from the retail area. No cannabis or cannabis product may be accessible to customers in the waiting area.
- (c) The permittee or at least one employee shall be physically present in the retail area at all times when any non-employee is in the retail area. Within the retail area, the number of non-employees may not exceed twice the number of employees at any time.
- (d) The sale of any non-cannabis food or beverage, alcohol or alcohol product, or tobacco or tobacco product from the permitted premises is prohibited.
- (e) The sale of more than eight hundred milligrams of tetrahydrocannabinol in the form of edible cannabis products to a single cannabis customer in a single day is prohibited.
- (f) The sale of any cannabis product listed in Section 40300 of Division 1 of Title 17 of the California Code of Regulations is prohibited.

- (g) The sale of any flavored cannabis product for which the primary use is human inhalation of the gases, particles, vapors, or byproducts released as a result of combustion, electrical ignition, or vaporization of the flavored cannabis product, is prohibited.
- (h) A permittee shall not sell, permit to be sold, offer for sale, or display for sale any cannabis or cannabis product by means of self-service display, vending machine, rack, counter-top, or shelf that allows self-service sales for any cannabis or cannabis product. All cannabis and cannabis products must be offered for sale only by means of permittee or employee assistance.
- (i) The sale of any electronic smoking device that contains tetrahydrocannabinol or any other cannabinoid, or can be used to deliver tetrahydrocannabinol or any other cannabinoid in aerosolized or vaporized form, is prohibited. For purposes of this subsection, “electronic smoking device” has the meaning set forth in Section 445-2.006. This subsection does not apply to any device regulated by the federal Family Smoking Prevention and Tobacco Control Act.
- (j) The sale of any e-liquid that contains tetrahydrocannabinol or any other cannabinoid is prohibited. For purposes of this subsection, “e-liquid” has the meaning set forth in Section 445-2.006. This subsection does not apply to any substance regulated by the federal Family Smoking Prevention and Tobacco Control Act. (Ords. 2019-34 § 4, 2018-23 § 2.)

SECTION V. Section 413-4.610 of the County Ordinance Code is amended to read:

413-4.610 Retail delivery standards. A permittee that delivers cannabis or cannabis products from a retail location in the unincorporated area of the county to any location in the unincorporated area of the county shall comply with all of the following standards in addition to the standards specified in Sections 413-4.602 and 413-4.604. A permittee that delivers cannabis or cannabis products from a location outside the unincorporated area of the county to any location in the unincorporated area of the county shall comply with all of the following standards in addition to the standards specified in Section 413-4.602.

- (a) The delivery of more than eight hundred milligrams of tetrahydrocannabinol in the form of edible cannabis products to a single cannabis customer in a single day is prohibited.
- (b) The delivery of any cannabis product listed in Title 17, California Code of Regulations, section 40300, is prohibited.
- (c) The delivery of any flavored cannabis product for which the primary use is human inhalation of the gases, particles, vapors, or byproducts released as a result of combustion, electrical ignition, or vaporization of the flavored cannabis product, is prohibited.

- (d) A permittee may not display any advertisement upon any vehicle that is used for the delivery of cannabis or cannabis products that promotes any activity related to cannabis or that identifies the permittee or the business conducting the delivery.
- (e) A delivery employee who delivers cannabis or cannabis products to a customer shall have in his or her possession a copy of the permit issued under this chapter authorizing the delivery, which shall be made available upon request to law enforcement.
- (f) No delivery employee may deliver cannabis or cannabis products to a customer without first examining a government-issued identification card of the recipient to confirm that the recipient is the customer who requested the delivery and that the recipient is at least the minimum age under state law to purchase the cannabis or cannabis product.
- (g) A delivery employee who delivers cannabis or cannabis products to a customer shall at the time of delivery provide the customer with a written warning that includes the following statement in bold print:

"GOVERNMENT WARNING: CANNABIS IS A SCHEDULE I CONTROLLED SUBSTANCE. KEEP OUT OF REACH OF CHILDREN AND ANIMALS. CANNABIS MAY ONLY BE POSSESSED OR CONSUMED BY PERSONS 21 YEARS OF AGE OR OLDER UNLESS THE PERSON IS A QUALIFIED PATIENT. THE INTOXICATING EFFECTS OF CANNABIS MAY BE DELAYED UP TO TWO HOURS. CANNABIS USE WHILE PREGNANT OR BREASTFEEDING MAY BE HARMFUL. CONSUMPTION OF CANNABIS IMPAIRS YOUR ABILITY TO DRIVE AND OPERATE MACHINERY. PLEASE USE EXTREME CAUTION."

- (h) The delivery of any electronic smoking device that contains tetrahydrocannabinol or any other cannabinoid, or can be used to deliver tetrahydrocannabinol or any other cannabinoid in aerosolized or vaporized form, is prohibited. For purposes of this subsection, “electronic smoking device” has the meaning set forth in Section 445-2.006. This subsection does not apply to any device regulated by the federal Family Smoking Prevention and Tobacco Control Act.
- (i) The delivery of any e-liquid that contains tetrahydrocannabinol or any other cannabinoid is prohibited. For purposes of this subsection, “e-liquid” has the meaning set forth in Section 445-2.006. This subsection does not apply to any substance regulated by the federal Family Smoking Prevention and Tobacco Control Act. (Ords. 2019-34 § 5, 2018-23 § 2.)

SECTION VI. Section 445-6.006 of the County Ordinance Code is amended to read:

ORDINANCE NO. 2019-34

445-6.006 Flavored tobacco products and menthol cigarettes. No tobacco retailer may sell, offer for sale, or exchange or offer to exchange for any form of consideration, to a consumer any flavored tobacco product or menthol cigarette. (Ords. 2019-34 § 6, 2017-01 § 4.)

SECTION VII. EFFECTIVE DATE. This ordinance becomes effective 30 days after passage, and within 15 days after passage shall be published once with the names of supervisors voting for or against it in the East Bay Times, a newspaper published in this County.

PASSED on _____, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST: DAVID J. TWA,
Clerk of the Board of Supervisors
and County Administrator

Board Chair

By: _____
Deputy

[SEAL]

KCK:

H:\Client Matters\2019\HS\Ordinance No. 2019-34 Sale of Electronic Smoking Devices and E-Liquids Prohibited.wpd

To: Family and Human Services Committee, Contra Costa Board of Supervisors
From: Daniel Peddycord, RN, MPA/HA, Director, Public Health
Re: *Annual Report on Implementation of Tobacco Retail Licensing Ordinances*
Date: 10/7/19

I. Summary

In July 2017, the Board of Supervisors adopted two tobacco control ordinances to protect youth from tobacco influences in the retail environment. The first being a zoning ordinance and the second a retailer licensing ordinance. The goal of these ordinances is to regulate the marketing and availability of youth-friendly flavored tobacco products, small pack sizes of cigars and cigarillos, and density and location of tobacco retailers, as these contribute largely to youth exposure to tobacco influences and tobacco use. The tobacco retailer licensing ordinance required tobacco retailers to be compliant by January 1, 2018. At the request of the Board of Supervisors, Contra Costa Public Health staff provided reports in March 2018 on preliminary implementation of the ordinances with a follow up report to the Family and Human Services Committee being made in October of 2018. This report is a brief overview of implementation activities that have taken place since October 2018, as well as next steps.

II. Ordinance Provisions

Zoning Ordinance 2017-10 Tobacco Retailer Businesses (effective 8/11/17) states:

- a) New retailers operating within 1000 feet of schools, parks, playgrounds and libraries are prohibited from selling tobacco products. Existing tobacco retailing businesses operating within 1000 feet of these areas are nonconforming uses. A nonconforming use will be allowed to continue operating under the ordinance.
- b) New retailers within 500 feet of tobacco retailers are prohibited from selling tobacco products. Existing tobacco retailing businesses operating within 500 feet of another tobacco retailer will become nonconforming uses. A nonconforming use will be allowed to continue operating under the ordinance.
- c) No new “Significant Tobacco Retailers”, including vape shops, hookah bars or smoke shops are allowed. A “Significant Tobacco Retailer” is defined as having more than 20% of retail sales space dedicated to tobacco retailing use.

Licensing Ordinance 2017-01 Tobacco Product and Retail Sales Control (effective 1/1/18) states:

- a) The definition of “tobacco products” and “smoke” includes all electronic smoking devices and liquids, including all electronic devices that could be used to deliver a dose of nicotine or other substances.
- b) The sale of flavored tobacco products, including menthol cigarettes, is prohibited within 1,000 feet of schools, parks, playgrounds, and libraries.
- c) The sale of cigars, including little cigars and cigarillos, is prohibited in pack sizes under ten (10). Premium cigars that sell for \$5.00 (including taxes and fees) or more are exempt from this provision.
- d) No tobacco retailer’s license will be issued that authorizes tobacco retailing in a pharmacy.
- e) Compliance with state and local storefront signage and drug paraphernalia sales laws is required in order to maintain a Contra Costa Tobacco Retailer License.



- f) Tobacco retailers are required to check identification (ID) of customers who appear younger than 27 years of age.
- g) The number of retailers that can sell tobacco products is “capped” at current number (92) of licenses issued by the County. (effective 8/17/17)

Condition of License Suspension if a Violation of the Law Occurs:

- h) Tobacco retailers who have their license suspended due to violations of the law are required to remove tobacco advertising during license suspension periods.
- i) The time period reviewed for prior violations of the license (the “look-back” period) is expanded from 24 months (2 years) to 60 months (5 years) when considering the length of time for a license suspension for retailers found to be in violation of the law.

Retailers found to be in violation of the law can be fined up to \$500 for each day that they are in violation, per County Code 14-12.006, “Administrative fines,” and may face suspension or revocation of their tobacco retailer license.

III. Implementation

A. Implementation efforts from October 2018 report to the Board of Supervisors

The Public Health staff worked with the Business License Office to include information about tobacco retail ordinance and resources in the annual mailing to all business owners. In May 2019, the Business License Office mailed the annual business renewal reminder letters to all 88 unincorporated tobacco retailers, who also received a flyer on compliance with Ordinance 2017-10 Tobacco Retailer Businesses and Ordinance 2017-01 Tobacco Product and Retail Sales Control.

The Tobacco Retailer Businesses zoning ordinance prohibits new tobacco retailers from locating within 1,000 feet of schools, parks, playgrounds and libraries, and within 500 feet of another tobacco retailer. The Public Health and Department of Conservation and Development staff developed a protocol for license approval in August 2017 which remains in place. As needed, Public Health Staff provide technical assistance to Department of Conservation and Development front line staff that interacts with tobacco retailers requesting zoning verification.

Public Health staff in partnership with a team of 15 adults from the following agencies: Contra Costa County Office of Education; Tobacco Use Prevention Education (TUPE); Contra Costa County Health Services’ Alcohol and Other Drugs Prevention Program and Nutrition and Physical Activity Promotion Program; and Bay Area Community Resources to conduct the Statewide Health Stores for a Healthy Community survey. Over 380 stores were surveyed, and the findings will provide information about the marketing of tobacco products that are attractive and affordable to youth and include measures to make tobacco products easily accessible through store discounts and online coupons. Surveys will be sent to the California Department of Public Health’s California Tobacco Control Prevention Program to be analyzed and the findings will be shared with Public Health. Public Health will utilize this data when conducting compliance checks in early 2020.



B. Next Steps for Increased Compliance

In 2018, Public Health staff provided technical assistance to the Sheriff's Office on applying for and funds from the California Department of Justice to combat youth use of and access to tobacco products and enforce the tobacco sales to minors. The Sheriff's Department was awarded these funds and Public Health staff will continue to work with the Sheriff's Office to conduct tobacco retail compliance inspections, including youth decoy and shoulder tap operations for enforcement of sales to minors.

The Public Health staff also applied for and was awarded funding (\$838,379.00) offered by the California Department of Justice to fund local tobacco enforcement activities complementary to those enforcement activities charged to the Sheriff's Office from November 2018 through June 2021. As a designated enforcement agency for tobacco retailer licensing laws, Public Health staff will conduct tobacco retail compliance inspections in partnership with the Sheriff's Department, provide retailer education sessions, and conduct outreach and education to K-12 schools, colleges, and youth-serving organizations to combat youth and young adult tobacco use including vaping.

Through the new funding from the California Department of Justice, Public Health will:

1. Conduct enforcement activities with licensed tobacco retailers which include updating protocols for conducting compliance inspections with local retailers; developing a list of tobacco retailers to target enforcement actions based on data from the California Department of Tax and Fee Administration and the local Business License Office; conduct 100 tobacco retail compliance inspections; cite violations of tobacco retail laws and conduct follow-up inspections.
2. Conduct tobacco retailer education classes on an annual basis with emphasis on tobacco laws meant to reduce youth tobacco influence.
3. Maintain tobacco retailer information and complaint hub (i.e., hotline and website) to provide technical assistance to tobacco retailers as well as the general public about tobacco retail issues and accept reports of any violations of local tobacco retail laws.

The capacity of both the Sheriff's Department and Public Health to respond to planned activities leading to the completion of tobacco retailer compliance inspections, including youth decoy and shoulder tap operations have been significantly impacted as staff at the Sheriff's Department have been reassigned, and Public Health has encountered challenges in hiring staff for this new funding source. The above activities continue to be a priority and activities are expected to begin early 2020.

C. Technical Assistance to Contra Costa Cities

On June 8, 2018, Public Health staff conducted a presentation about local tobacco retail implementation efforts at the Contra Costa Mayors Conference and offered technical assistance to Contra Costa cities that were interested in considering similar laws. As a result of this presentation several cities have requested and have been provided with technical assistance from Public Health staff (i.e., Concord, San Ramon, Danville, and Antioch). Within the past year, the following cities have adopted tobacco retail control policies utilizing the Contra Costa County ordinance as a model:



City	Policy Description	Date adopted/ Date effective
San Pablo	Prohibits sale of all flavored tobacco products, including menthol within city limits	Dec 2018/ Mar 2019
Lafayette	Prohibits sale of all flavored tobacco products, including menthol within city limits	May 2019/ Aug 2019
Richmond	Prohibits sale of all flavored tobacco products, including menthol within city limits	July 2018/ Sept 2019
Oakley	Future Tobacco Retailers businesses would be prohibited from being located within 500 feet of existing tobacco retailers or 1,000 feet of youth-sensitive areas: parks, playgrounds, libraries, schools and bus stops servicing schools. Retailers already inside that 1,000-foot buffer are exempt. TRL with a high cap of number of tobacco retailer licenses (25)	Dec 2018/ Jan 2019

In April 2019, Tobacco Prevention Program disseminated a Request for Proposal for community-based organizations to work with communities in Pittsburg and Antioch to educate the community on the importance and benefits of protective tobacco measures to reduce the influence and use of tobacco and tobacco products in environments that are youth sensitive. Two agencies have been identified: Bay Area Community Resources and Community Health for Asians and execution of their projects will begin in Fall of 2019.

In August and September 2019, Tobacco Program staff, the Health Officer and Public Health Director provided technical assistance and public testimony to the City of Richmond related to the development and subsequent adoption of policy to suspend the sale of vaping products. This action was taken in the wake of growing national concerns related to the incidents of severe pulmonary illness triggered by the use of vaping products.

In addition, Public Health staff has been instructed by the Board of Supervisors to develop a proposed vaping sales moratorium for consideration in response to the epidemic of teen vaping and the incidence of severe pulmonary illness related to the use of vaping products. As of September 27th, the Centers for Disease Prevention and Control (CDC) reports over 800 cases across 46 states and 12 deaths. In California there have been 90 cases reported and 2 deaths, as of September 24th, 2019. Public Health staff is currently working in partnership with Contra Costa County Counsel to draft language for the proposed ordinance that is tentatively scheduled to be presented to the Board of Supervisors in late October or early November 2019.

D. Technical Assistance to Nationwide Tobacco Control

Public Health staff was selected by the National Association of Attorneys General (NAAG) to present at their 2019 Tobacco Policy and Responsible Retailing Conference in Tampa, Florida in May 2019. Staff was invited to provide best practices on the successful implementation of local tobacco retailer licensing laws.



III. Recommendations:

Staff recommends that the Family and Human Services Committee accept the report and direct staff to continue to provide updates on implementation of the ordinance as part of staff's annual report on the County's Tobacco Retail Licensing Ordinance.





November 12, 2019

Via Electronic Mail and Hand Delivery

Contra Costa County Board of Supervisors
County Administration Building
651 Pine Street, Room 107
Martinez, CA 94553

John Gioia, District 1, John_Gioia@bos.cccounty.us
Candace Andersen, District 2, supervisorandersen@bos.cccounty.us
Diane Burgis Supervisor, District 3, supervisor_burgis@bos.cccounty.us
Karen Mitchoff, District 4, supervisormitchoff@bos.cccounty.us
Federal D. Glover, District 5, district5@bos.cccounty.us
Jami Napier, Chief Assistant Clerk of the Board, clerkoftheboard@cob.cccounty.us

RE: LETTER IN OPPOSITION TO CONTRA COSTA COUNTY ACTION ON VAPING, AGENDA ITEM D3.

Dear Contra Costa County Board of Supervisors:

This letter is submitted to the Contra Costa County Board of Supervisors (“Board”) in opposition to the Board’s consideration of Ordinance No. 2019-34, which would, in part, prohibit the sale or delivery of tobacco and cannabis vaping products. The following information and recommendations are provided to further educate Board members and encourage informed and fact-based decision-making in addressing this complex and timely issue.

Eden Enterprises, Inc. (“Eden”) is a vertically integrated cannabis company with operations along the supply chain, including Garden of Eden (“GOE”), a Medical and Adult Use Cannabis Storefront Retailer in unincorporated Alameda County. GOE sells high quality cannabis vape products in its store. Eden also owns and operates Eden Infusions, LLC, a manufacturer of regulated and tested cannabis vape products. Along with operating GOE and Eden Infusions, Eden has secured additional retail license in Alameda County and a Storefront Retail, Cultivation, Manufacturing and Distribution in Union City.

We urge the County to **continue this agenda item.** The Board and the public should take the time necessary to be fully informed regarding vape-related illnesses including the new information released by the Centers for Disease Control and Prevention (“CDC”) and the State legislature’s forthcoming regulation.

I. Background on Contra Costa County Supervisors' Concerns Regarding Vaping Products.

On September 10, 2019, Contra Costa County ("County") Supervisor Mitchoff directed staff to prepare an ordinance banning the sale of all vaping products. A sole staff report was presented to the Family and Human Services Committee on October 07, 2019, County staff made no other outreach efforts to engage and solicit community feedback. Supervisor Mitchoff during the September 10th meeting insisted the Ordinance should move forward as quickly as possible; however, this action has led to the Board missing a critical step of receiving information and feedback from stakeholders, particularly the cannabis industry. The County, with an ongoing commercial cannabis process, has a devoted department with subscribers and email notifications, including sending an email regarding this hearing four days before the hearing. However, an email notification was not sent for the October Committee meeting.

The staff report for the proposed Ordinance cites to a CDC advisory that recommends all users to refrain from vaping, no matter the substance or source and states that "vaping nicotine or cannabis is dangerous and potentially deadly for any user." This statement without context in this manner is misleading; especially, in light of the recent findings from the CDC linking vaping-related lung illnesses to a specific substance that is uncommon in the legal industry. The staff report also states that "[t]here is growing evidence of harms associated with youth cannabis use." The report inappropriately conflates the issue of youth vaping with the legal adult use cannabis market. These issues are discussed in further detail below.

While we support a County-wide ban on non-cannabis derived flavoring and additives in all vaping products, it is important for the County to be wary of conflating concerns over youth vaping, unregulated untested vaping products, and the legal and highly regulated and tested cannabis vaping products, such as the products manufactured and sold by Eden.

II. Legal Cannabis Vaping Products Are a Separate and Distinct Category from Unregulated and Untested Illicit Market Vaping Products.

Vaping-related lung illnesses from vapes that include THC have been traced directly to unregulated and unsafe vapes that result from prohibition and lack of enforcement against the illicit market. At a hearing before the House Appropriations Labor, Health and Human Services, Education, and Related Agencies Subcommittee,¹ CDC Principal Deputy Director Anne Schuchat has specifically stated that the CDC has not found any evidence linking vaping-related lung illness to the legal cannabis market. In fact, no licensed California brands or products have been implicated in any vaping-related lung illnesses.

A clear distinction between health concerns over illicit market vaping products and legally manufactured and tested cannabis vape products that are sold to adults over the age of 21. This issue has been further conflated in the media with tobacco use and vaping use among minors.

¹ See <https://appropriations.house.gov/events/hearings/e-cigarettes-an-emerging-threat-to-public-health>.

Tobacco use by minors is a major and escalating concern, especially nicotine vape products that contain artificial flavoring ingredients and additives designed with flavors such as bubble gum, cherry, etc. to entice underage users. Unfortunately, unlike cannabis, the flavored nicotine and tobacco products are loosely regulated and widely available. More problematic is the limited standardization of nicotine vape ingredients and, as a result, difficulty in determining how the varied ingredients and combinations can affect the younger demographic in particular.

Conversely, compliant cannabis vape products are produced by State-licensed manufacturers under strict regulations and testing standards. These licensed products are not accessible to minors through legal channels. State-licensed manufacturers have sold tens of millions of lab-tested cannabis cartridges to licensed retailers since the adult use of cannabis was legalized in January 2018, with no linkage to vape-related lung illnesses. All of California's regulated cannabis products, including vapes, are rigorously tested for:

- Microbial contaminants;
- Residual solvents;
- Mycotoxins;
- Heavy metals; and
- Chemical residues including:
 - Pesticides;
 - Fungicides;
 - Plant growth regulators.²

All manufactured products must be associated with a passing Certificate of Analysis ("COA") from the licensed third-party Testing Laboratory to ensure impartiality *prior* to being eligible for sale in at a licensed retailer. These testing protocols are above and beyond the testing required for any other manufactured product sold in the State. Unregulated products sold on the illicit market follow no such testing standards.

Providing access to legal vape products is crucial. Vaping can serve as a better option for those adult use consumers who do not desire or cannot use combustible cannabis such as flower and need or prefer a more rapid onset than an edible can provide. For example, elderly or disabled consumers / patients who consume cannabis wand have less dexterity for rolling flower may prefer to use vapes to ingest their cannabis. Preventing access to these consumers will severely limit their ability to obtain safe and trustworthy products from a licensed and regulated facility. Consequently, these consumers may then be forced to purchase their cannabis vape on the illicit market, subjecting themselves to potential health risks.

² Bureau of Cannabis Control Regulations Section 5711 – 5725.

III. Centers for Disease Control and Prevention Has Identified Vitamin E Acetate as a Potential Source of Vaping-Related Illnesses.

The CDC recently released new information regarding a potential source of vaping-related illnesses –Vitamin E acetate, which is used as an additive in vaping products.³ The CDC states that Vitamin E acetate usually does not cause harm when ingested as a vitamin supplement or applied to the skin. However, research suggests when Vitamin E acetate is inhaled, it may interfere with normal lung functioning. Vitamin E acetate is used as an additive and a thickening agent in vaping liquids. The use of Vitamin E acetate in vapes is not a common practice in the legal industry and is easily testable. Eden does not and has never used Vitamin E acetate or any other additive or non-cannabis derived flavoring in its vape products. Through METRC, the State’s mandatory track and trace program, if a product were discovered to have Vitamin E acetate, a recall could be conducted to remove the affected product from the regulated market.

Addressing the illicit market is a critical component of any plan to address vape-related public health concerns. The CDC’s latest research demonstrates that this is an opportunity for targeted and fact-based regulation and action, rather than blanket prohibitions.

IV. Enforcement Against the Illicit Market Must be Included as a Critical Component of any Program that Addresses Vaping Concerns.

Enforcement against the illicit market must be a high priority for the County. There are over 3,000 illicit storefront dispensaries currently operating in California, including in Contra Costa County. These illicit shops sell unregulated and potentially dangerous vaping products that put consumers and the legal cannabis market at risk.

Over a dozen illegal shops in the County can easily be found on Weedmaps, a website that allows its users to find local cannabis dispensaries. Weedmaps notoriously does not prohibit unlicensed dispensaries from advertising on their platform. The lack of education to the consumer in combination with a flawed source of information a significant risk of customers purchasing unregulated and untested products remain. **Almost half** of the dispensaries seen listed on Weedmaps throughout the County are not currently licensed by the State.⁴

We urge the County to take action on these kinds of flagrant and unlawful activities within its borders. If access to heavily utilized vape products is cut off, there will be a direct link to the proliferation of the black market potentially resulting in increased incidents of vaping lung illness.

³ Centers for Disease Control and Prevention, https://www.cdc.gov/tobacco/basic_information/e-cigarettes/severe-lung-disease.html.

⁴ See Weedmaps website, <https://bit.ly/2qFg4y4>.

V. **The County Should Follow the Lead of Other Local Jurisdictions who have Taken a Precise and Targeted Approach to Addressing the Issue with Bans on Flavored Tobacco and Nicotine Vapes.**

Several jurisdictions have enacted bans relating primarily to flavoring in tobacco products and nicotine vapes, such as:

a. *City and County of San Francisco*

In June 2019, the San Francisco Board of Supervisors approved a ban on the sale and distribution of e-cigarettes, or nicotine vapes, that have not received approval from the Food and Drug Administration (“FDA”), as well as all flavored tobacco products and e-cigarettes that have not received approval from the FDA. In November 2019, Proposition C, which would have reversed this ban, was defeated with 80% voting against the measure. The ban does not include cannabis products. The ordinance reads in part:

“(a) No Person shall Sell or Distribute any Flavored Tobacco Product to a Person in San Francisco. There shall be a rebuttable presumption that a Tobacco Product, other than a Cigarette, is a Flavored Tobacco Product if a manufacturer or any of the manufacturer's agents or employees, in the course of their agency or employment, has made a statement or claim directed to consumers or to the public that the Tobacco Product has or produces a Characterizing Flavor, including, but not limited to, text, color, and/or images on the product's Labeling or Packaging that are used to explicitly or implicitly communicate that the Tobacco Product has a Characterizing Flavor....(b) The sale or distribution by an Establishment of an Electronic Cigarette is prohibited where the Electronic Cigarette: (a) Is a New Tobacco Product, (b) Requires premarket review under U.S. C. § 387j, as may be amended from time to time; and (c) Does not have a premarket review order under 21 U.S.C. § 387j(c)(1)(A)(i), as may be amended from time to time.”

b. *Los Angeles County*

In October 2019, Los Angeles County approved a ban on all flavored tobacco products, including vapes. The ban does not include cannabis products. The ordinance reads in part:

“After 180 days of the effective date of the Ordinance codified in this Chapter, it shall be a violation of this Chapter for a tobacco retailer/licensee or its agent(s) or employee(s) to sell or offer for sale, or to possess with the intent to sell or offer for sale, any flavored tobacco product or any component, part, or accessory intended to impart, or imparting a characterizing flavor in any form, to any tobacco product or nicotine delivery device, including electronic smoking devices.”

c. *City of Richmond*

In September 2019, the City of Richmond approved a ban on flavored tobacco products and any e-cigarette that meets certain criteria, effectively banning all nicotine vapes. The ban does not include cannabis products. The ordinance reads in part:

“It shall be a violation of this chapter for any tobacco retailer or any of the tobacco retailer's agents or employees to sell, offer for sale, or to possess with intent to sell or offer for sale, any flavored tobacco product.... The sale by a Tobacco Retailer of an Electronic Cigarette is prohibited where the Electronic Cigarette: A. is a New Tobacco Product; B. requires premarket review under 21 U.S.C. § 387j, as may be amended from time to time; and C. does not have a premarket review order under 21 U.S.C. § 387j(c)(1)(A)(i), as may be amended from time to time.”

d. City of Livermore

In June 2019, the City of Livermore approved a ban on flavored tobacco and e-cigarettes. The ban does not include cannabis products. The ordinance reads in part:

“The sale, offer for sale, exchange, or offer to exchange of any flavored tobacco product is prohibited... The sale, offer for sale, exchange, or offer to exchange of any electronic smoking device is prohibited, except where the electronic smoking device is a new FDA approved tobacco product... The sale, offer for sale, exchange, or offer to exchange of any electronic smoking device fluid is prohibited, except where the electronic smoking device fluid is an FDA approved tobacco product that is not otherwise prohibited by this chapter as a flavored tobacco product.”

All City and County Ordinances are attached to this letter as **Attachments**. Other jurisdictions are considering or actively pursuing bans. For example, San Jose City Council Members have expressed interest in banning the sale of e-cigarettes and flavored tobacco products that have not received approval from the Food and Drug Administration. Furthermore, states like Oregon, Michigan, New York, Rhode Island and others have enacted varied state bans. The California legislature recently held a public hearing on vaping and received testimony from medical experts, cannabis industry regulators, and the public on health concerns around vaping. Some of the legislators commented that they are interested in pursuing legislation that would address the issue through a ban similar to other states, likely with a focus on non-cannabis derived flavoring and additives like Vitamin E acetate.

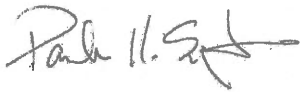
It is important to note that in none of the above examples did a locality include a blanket prohibition of all vaping products. The jurisdictions relied on targeted regulation addressing the major public concerns – tobacco use and vaping among minors and illicit market proliferation. These jurisdictions had the understanding that banning all vaping products including cannabis would have been misguided and reactionary ultimately generating unintended consequences.

VI. Recommendation and Request for a Continuation of Agenda Item D3.

Over 60% of residents in the County voted in favor of adult use legalization through Prop 64 in 2016. The County has unequivocally acknowledged there is a need for cannabis regulation by implementing measures to regulate the establishment of commercial cannabis businesses in the County, including the retail sale and delivery of cannabis and cannabis products such as vapes. The Ordinance before the Board, for a blanket ban on vaping and aerosol products, is a huge step backwards and lacking the level of consideration and discussion required. In taking abrupt and uninformed action, the County will be depriving its residents of accessing several important methods of ingestion, in both delivery and in the local cannabis businesses that residents have been expecting to operate within the County.

While Eden supports the County's evaluation of a ban on non-cannabis derived flavoring and additives in all vape products, including cannabis vapes, we recommend that the County **continue this agenda item** until such time that the CDC provides additional information on its ongoing investigation and the State legislature has had an opportunity to develop its plan of action for further regulation. We also urge the County to direct funds towards enforcement against the illicit cannabis market including illegal dispensaries.

Respectfully Submitted,



Pamela N. Epstein Esq. LLM
General Counsel and Chief Regulatory and Licensing Officer
Eden Enterprises, Inc.

1 [Health Code - Restricting the Sale, Manufacture, and Distribution of Tobacco Products,
2 Including Electronic Cigarettes]

3 **Ordinance amending the Health Code to prohibit the sale by tobacco retail**
4 **establishments of electronic cigarettes that require, but have not received, an order**
5 **from the Food and Drug Administration (FDA) approving their marketing; and**
6 **prohibiting the sale and distribution to any person in San Francisco of flavored**
7 **tobacco products and electronic cigarettes that require, but have not received, an FDA**
8 **order approving their marketing.**

9 NOTE: **Unchanged Code text and uncodified text** are in plain Arial font.
10 **Additions to Codes** are in *single-underline italics Times New Roman font*.
11 **Deletions to Codes** are in ~~*italics Times New Roman font*~~.
12 **Board amendment additions** are in Arial font.
13 **Board amendment deletions** are in ~~Arial font~~.
14 **Asterisks (* * * *)** indicate the omission of unchanged Code
15 subsections or parts of tables.

16 Be it ordained by the People of the City and County of San Francisco:

17 Section 1. Findings.

18 (a) Despite progress in reducing smoking, tobacco use is still the leading cause of
19 preventable death in the United States. Tobacco kills more than 480,000 people in this
20 country annually – more than AIDS, alcohol, car accidents, illegal drugs, murders, and
21 suicides combined. And beyond this large, impersonal statistic, are countless human beings,
22 whose lives are forever devastated by the irreparable loss of a loved one caused by tobacco
23 use, and the inevitable rupture of family that follows such a loss. And that is to say nothing of
24 the huge financial costs tobacco use places on our health care system, and the constraints on
25 productivity it imposes on our economic system.

1 (b) Electronic cigarettes (or “e-cigarettes”) entered the marketplace around 2007, and
2 since 2014, they have been the most commonly used tobacco product among youth in the
3 United States. The dramatic surge in youth e-cigarette use (“vaping”) is no accident. E-
4 cigarettes are frequently marketed in a variety of flavors with obvious appeal to youth, such as
5 gummy bear, cotton candy, and fruit punch. As of 2017, researchers had identified more than
6 15,500 unique e-cigarette flavors available online. In addition, e-cigarette companies have
7 effectively used marketing strategies, including celebrity endorsements, slick magazine
8 advertisements, social media campaigns, paid influencers, and music sponsorships, to reach
9 youth and young adults. A 2016 study found that 78.2% of middle and high school students—
10 20.5 million youth—had been exposed to e-cigarette advertisements from at least one source,
11 an increase from 68.9% only two years before, in 2014.

12 (c) According to the Centers for Disease Control and Prevention (“CDC”), the number
13 of middle and high school students who reported being current users of tobacco products
14 increased 36%—from 3.6 million to 4.9 million students—between 2017 and 2018. This
15 dramatic increase, which has erased past progress in reducing youth tobacco use, is directly
16 attributable to a nationwide surge in e-cigarette use by adolescents. There were 1.5 million
17 more youth e-cigarette users in 2018 than 2017, and those who were using e-cigarettes were
18 using them more often. Frequent use of e-cigarettes increased from 20 percent in 2017 to 28
19 percent in 2018 among current high school e-cigarette users.

20 (d) The widespread use of e-cigarettes by youth has significant public health
21 consequences. As stated by the Surgeon General, “Most e-cigarettes contain nicotine – the
22 addictive drug in regular cigarettes, cigars, and other tobacco products. Nicotine exposure
23 during adolescence can harm the developing brain – which continues to develop until about
24 age 25. Nicotine exposure during adolescence can impact learning, memory, and attention.
25 Using nicotine in adolescence can also increase risk for future addiction to other drugs. In

1 addition to nicotine, the aerosol that users inhale and exhale from e-cigarettes can potentially
2 expose both themselves and bystanders to other harmful substances, including heavy metals,
3 volatile organic compounds, and ultrafine particles that can be inhaled deeply into the lungs.”

4 (e) And while there is some evidence that the use of e-cigarettes by adults may
5 support smoking cessation under certain circumstances, a 2018 National Academy of
6 Sciences, Engineering, and Medicine report concluded that there was moderate evidence that
7 e-cigarette use in fact *increases* the frequency and intensity of cigarette smoking in the future.

8 (f) In addition, there is a growing body of research concluding that there are significant
9 health risks associated with electronic cigarette use. For example, daily e-cigarette use is
10 associated with increased odds of a heart attack. And the American Lung Association has
11 warned that the inhalation of harmful chemicals through vaping may cause irreversible lung
12 damage and lung disease.

13 (g) To reduce the burden of tobacco use, the City and County of San Francisco (the
14 “City”) licenses tobacco retail establishments. (Health Code Article 19H). In 2017, to address
15 the appeal of flavored tobacco products to youth, the City enacted Ordinance No. 140-17,
16 prohibiting tobacco retail establishments from selling flavored tobacco products. As a result of
17 the referendum process, the ordinance was placed before the voters, who approved the
18 ordinance in June 2018 (Proposition E) by a majority of 68.39%.

19 (h) Notwithstanding these efforts, San Francisco’s youth still access and use tobacco
20 products. According to the most recent Youth Risk Behavior Survey for which local data are
21 available, in 2017, 16.7% of San Francisco’s high school students had tried smoking, 25%
22 had used an electronic cigarette (or “vaped”), and 7.1% reported current e-cigarette use,
23 which is defined as use on at least one day in the past 30 days.

24 (i) Among San Francisco high school students who reported currently using electronic
25 cigarettes, 13.6% reported that they usually purchased their electronic cigarette products in a

1 store. The remaining 86.4% reported that they obtained them from places other than the
2 City's licensed tobacco retail establishments, including friends, other social sources, and
3 internet e-cigarette vendors.

4 (j) To protect the public, especially youth, against the health risks created by tobacco
5 products, Congress enacted the Family Smoking Prevention and Tobacco Control Act
6 ("Tobacco Control Act") in 2009. Among other things, the Tobacco Control Act authorized the
7 U.S. Food and Drug Administration ("FDA") to set national standards governing the
8 manufacture of tobacco products, to limit levels of harmful components in tobacco products
9 and to require manufacturers to disclose information and research relating to the products'
10 health effects.

11 (k) A central requirement of the Tobacco Control Act is premarket review of all new
12 tobacco products. Specifically, every "new tobacco product"—defined to include any tobacco
13 product not on the market in the United States as of February 15, 2007—must be authorized
14 by the FDA for sale in the United States before it may enter the marketplace. A new tobacco
15 product may not be marketed until the FDA has found that the product is: (1) appropriate for
16 the protection of the public health upon review of a premarket tobacco application; (2)
17 substantially equivalent to a grandfathered product; or (3) exempt from substantial
18 equivalence requirements.

19 (l) In determining whether the marketing of a tobacco product is appropriate for the
20 protection of the public health, the FDA must consider the risks and benefits of the product to
21 the population as a whole, including users and nonusers of the product, and taking into
22 account the increased or decreased likelihood that existing users of tobacco products will stop
23 using tobacco products and the increased or decreased likelihood that those who do not use
24 tobacco products will start using them. Where there is a lack of showing that permitting the
25

1 sale of a tobacco product would be appropriate for the protection of the public health, the
2 Tobacco Control Act requires that the FDA deny an application for premarket review.

3 (m) Virtually all electronic cigarettes that are sold today entered the market after 2007,
4 but have not been reviewed by the FDA to determine if they are appropriate for the public
5 health. In 2017, the FDA issued Guidance that purports to give electronic cigarette
6 manufacturers until August 8, 2022 to submit their application for premarket review. The
7 Guidance further purports to allow unapproved products to stay on the market indefinitely,
8 until such time as the FDA complies with its statutory duty to conduct a premarket review to
9 determine whether a new tobacco product poses a risk to public health. In March 2019, the
10 FDA issued draft guidance in which it considered moving the premarket application deadline
11 up by one year for certain flavored e-cigarette products. It is not known when, if ever, this
12 narrow adjustment will become final or will take effect.

13 (n) By the time e-cigarette manufacturers will be required to submit their premarket
14 review applications, e-cigarettes will have been on the market for fifteen years without any
15 FDA analysis of their safety and alleged benefit. If current trends continue, six million more
16 youth in the United States will begin using e-cigarettes between now and then. Until such
17 time as the FDA fulfills its statutory duty to conduct premarket reviews of new tobacco
18 products, a generation of young people will become addicted to tobacco, resulting in an
19 entirely preventable increase in the burdens and tragedies associated with tobacco use. San
20 Francisco is not content to wait until then before addressing, for its residents, what appears
21 from the evidence to be a major public health crisis that is going unattended.

22
23 Section 2. The Health Code is amended by adding new Article 19R, consisting of
24 Sections 19R.1 through 19R.5, to read as follows:
25

1 **ARTICLE 19R: PROHIBITING THE SALE OF ELECTRONIC CIGARETTES LACKING FOOD**
2 **AND DRUG ADMINISTRATION PREMARKET APPROVAL**

3 **SEC. 19R.1. DEFINITIONS.**

4 For purposes of this Article 19R, the following terms have the following meanings:

5 "Director" has the meaning set forth in Health Code Section 19H.2.

6 "Electronic Cigarette" has the meaning set forth in Section 30121 of the California Revenue
7 and Taxation Code, as may be amended from time to time.

8 "Establishment" has the meaning set forth in Health Code Section 19H.2.

9 "New Tobacco Product" has the meaning set forth in 21 U.S.C. § 387j(a)(1), as may be
10 amended from time to time.

11
12 **SEC. 19R.2. SALE OR DISTRIBUTION OF ELECTRONIC CIGARETTES LACKING**
13 **FOOD AND DRUG ADMINISTRATION PREMARKET ORDER OF APPROVAL PROHIBITED.**

14 The sale or distribution by an Establishment of an Electronic Cigarette is prohibited where the
15 Electronic Cigarette:

16 (a) Is a New Tobacco Product;

17 (b) Requires premarket review under 21 U.S.C. § 387j, as may be amended from time to time;
18 and

19 (c) Does not have a premarket review order under 21 U.S.C. § 387j(c)(1)(A)(i), as may be
20 amended from time to time.

21
22 **SEC. 19R.3. ADMINISTRATIVE REGULATIONS.**

23 The Director may adopt rules, regulations, or guidelines for the implementation and
24 enforcement of this Article 19R.

1 **SEC. 19R.4. ENFORCEMENT.**

2 *The Director may enforce Section 19R.2 under Articles 19 et seq. of the Health Code, including*
3 *but not limited to Article 19H.*

4
5 **SEC. 19R.5. NO CONFLICT WITH FEDERAL OR STATE LAW.**

6 *Nothing in this Article 19R shall be interpreted or applied so as to create any requirement,*
7 *power, or duty that is preempted by federal or state law.*

8
9 Section 3. Article 19H of the Health Code is amended by adding new Section 19H.14-
10 3, to read as follows:

11
12 **SEC. 19H.14-3. CONDUCT VIOLATING HEALTH CODE ARTICLE 19R**
13 **(PROHIBITING THE SALE OR DISTRIBUTION OF ELECTRONIC CIGARETTES LACKING**
14 **FOOD AND DRUG ADMINISTRATION PREMARKET ORDER OF APPROVAL).**

15 *(a) Upon a decision by the Director that the Permittee or the Permittee's agent or employee*
16 *has engaged in any conduct that violates Health Code Section 19R.2 (Sale or Distribution of Electronic*
17 *Cigarettes Lacking Food and Drug Administration Premarket Order of Approval Prohibited), the*
18 *Director may suspend a Tobacco Sales permit as set forth in Section 19H.19.*

19 *(b) The Director shall commence enforcement under this Section 19H.14-3 by serving either a*
20 *notice of correction under Section 19H.21 or a notice of initial determination under Section 19H.22.*

21
22 Section 4. The Health Code is hereby amended by adding new Article 19S, consisting
23 of Sections 19S.1 through 19S.6, to read as follows:

1 ARTICLE 19S. PROHIBITING THE SALE AND DISTRIBUTION OF TOBACCO PRODUCTS

2 IN SAN FRANCISCO

3 SEC. 19S.1. DEFINITIONS.

4 For purposes of this Article 19S, the following terms have the following meanings:

5 "Characterizing Flavor" has the meaning set forth in Health Code Section 19Q.2.

6 "Cigarette" has the meaning set forth in Health Code Section 19Q.2.

7 "City" means the City and County of San Francisco.

8 "Constituent" has the meaning set forth in Health Code Section 19Q.2.

9 "Director" means the Director of Health, or the Director's designee.

10 "Distinguishable" has the meaning set forth in Health Code Section 19Q.2.

11 "Distribute" or "Distribution" means the transfer, by any Person other than a common carrier,
12 of a Tobacco Product at any point from the place of Manufacture or thereafter to the Person who sells
13 the Tobacco Product to an individual for personal consumption.

14 "Electronic Cigarette" has the meaning set forth in Section 30121 of the California Revenue
15 and Taxation Code, as may be amended from time to time.

16 "Flavored Tobacco Product" has the meaning set forth in Health Code Section 19Q.2.

17 "Labeling" has the meaning set forth in Health Code Section 19Q.2.

18 "New Tobacco Product" has the meaning set forth in 21 U.S.C. § 387j(a)(1), as may be
19 amended from time to time.

20 "Packaging" has the meaning set forth in Health Code Section 19Q.2.

21 "Person" has the meaning set forth in Health Code Section 19H.2.

22 "Sell," "Sale," and "to Sell" mean any transaction where, for any consideration, ownership of
23 a Tobacco Product is transferred from one Person to another, including but not limited to any transfer
24 of title or possession for consideration, exchange, or barter, in any manner or by any means.

25 "Tobacco Product" has the meaning set forth in Health Code Section 19H.2.

1
2 **SEC. 19S.2. PROHIBITION ON SALE OR DISTRIBUTION OF TOBACCO PRODUCTS.**

3 (a) No Person shall Sell or Distribute any Flavored Tobacco Product to a Person in San
4 Francisco. There shall be a rebuttable presumption that a Tobacco Product, other than a Cigarette, is
5 a Flavored Tobacco Product if a manufacturer or any of the manufacturer's agents or employees, in
6 the course of their agency or employment, has made a statement or claim directed to consumers or to
7 the public that the Tobacco Product has or produces a Characterizing Flavor, including, but not
8 limited to, text, color, and/or images on the product's Labeling or Packaging that are used to explicitly
9 or implicitly communicate that the Tobacco Product has a Characterizing Flavor.

10 (b) No Person shall Sell or Distribute an Electronic Cigarette to a Person in San Francisco
11 where the Electronic Cigarette:

12 (1) Is a New Tobacco Product;

13 (2) Requires premarket review under 21 U.S.C. § 387j, as may be amended from time
14 to time; and

15 (3) Does not have a premarket review order under 21 U.S.C. § 387j(c)(1)(A)(i), as may
16 be amended from time to time.

17
18 **SEC. 19S.3. ADMINISTRATIVE REGULATIONS.**

19 The Director may adopt rules, regulations, or guidelines for the implementation of this Article
20 19S.

21
22 **SEC. 19S.4. ENFORCEMENT.**

23 (a) Violations of this Article 19S or of any rule or regulation issued under this Article shall be
24 punishable by administrative fines imposed pursuant to administrative citations. Administrative Code
25 Chapter 100 "Procedures Governing the Imposition of Administrative Fines," as amended from time to

1 time, shall govern the issuance and enforcement of administrative citations, and collection and review
2 of administrative fines, to enforce this Article and any rule or regulation adopted pursuant to this
3 Article.

4 (b) The City Attorney may at any time institute civil proceedings for injunctive and monetary
5 relief including civil penalties, against any Person for violations of this Article 19S, without regard to
6 whether the Director has assessed or collected administrative penalties.

7 (c) At any time, the Director may refer a case to the City Attorney's Office for civil
8 enforcement, but a referral is not required for the City Attorney to bring a civil action under subsection
9 (b).

10 (d) Any Person that violates any provision of this Article 19S shall be subject to injunctive
11 relief and a civil penalty in an amount not to exceed \$1,000 for each violation, which penalty shall be
12 assessed and recovered in a civil action brought in the name of the people of the City and County of
13 San Francisco by the City Attorney in any court of competent jurisdiction. In assessing the amount of
14 the civil penalty, the court shall consider any one or more of the relevant circumstances presented by
15 any of the parties to the case, including but not limited to, the following: the nature and seriousness of
16 the misconduct giving rise to the violation, the number of violations, the persistence of the misconduct,
17 the length of time over which the misconduct occurred, the willfulness of the misconduct, and the
18 defendant's assets, liabilities, and net worth.

19 (e) The City may recover reasonable attorneys' fees and costs for civil actions brought
20 pursuant to this Section 19S.4.

21 (f) Remedies under this Section 19S.4 are non-exclusive and cumulative to all other remedies
22 available at law or equity.

23
24 **SEC. 19S.5. NO CONFLICT WITH FEDERAL OR STATE LAW.**
25

1 Nothing in this Article 19S shall be interpreted or applied so as to create any requirement,
2 power, or duty that is preempted by federal or state law.

3
4 **SEC. 19S.6. SEVERABILITY.**

5 If any section, subsection, sentence, clause, phrase, or word of this Article 19S, or any
6 application thereof to any person or circumstance, is held to be invalid or unconstitutional by a
7 decision of a court of competent jurisdiction, such decision shall not affect the validity of the remaining
8 portions or applications of the Article. The Board of Supervisors hereby declares that it would have
9 passed this ordinance and each and every section, subsection, sentence, clause, phrase, and word not
10 declared invalid or unconstitutional without regard to whether any other portion of this Article or
11 application thereof would be subsequently declared invalid or unconstitutional.

12
13 Section 5. Effective and Operative Dates.

14 (a) This ordinance shall become effective 30 days after enactment. Enactment occurs
15 when the Mayor signs the ordinance, the Mayor returns the ordinance unsigned or does not
16 sign the ordinance within ten days of receiving it, or the Board of Supervisors overrides the
17 Mayor's veto of the ordinance.

18 (b) This ordinance shall become operative six months after the effective date.


19
20 Section 6. Severability. If any section, subsection, sentence, clause, phrase, or word of
21 this ordinance, or any application thereof to any person or circumstance, is held to be invalid
22 or unconstitutional by a decision of a court of competent jurisdiction, such decision shall not
23 affect the validity of the remaining portions or applications of the ordinance. The Board of
24 Supervisors declares that it would have passed this ordinance and each and every section,
25 subsection, sentence, clause, phrase, and word not declared invalid or unconstitutional

1 without regard to whether any other portion of this ordinance or application thereof would be
2 subsequently declared invalid or unconstitutional.

3
4 Section 7. Undertaking for the General Welfare. In enacting and implementing this
5 ordinance, the City is assuming an undertaking only to promote the general welfare. It is not
6 assuming, nor is it imposing on its officers and employees, an obligation for breach of which it
7 is liable in money damages to any person who claims that such breach proximately caused
8 injury.

9
10 APPROVED AS TO FORM:
11 DENNIS J. HERRERA, City Attorney

12 By:


13 ANNE PEARSON
Deputy City Attorney

14 n:\legana\as2019\1900441\01345951.docx



City and County of San Francisco
Tails
Ordinance

City Hall
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4689

File Number: 190312

Date Passed: June 25, 2019

Ordinance amending the Health Code to prohibit the sale by tobacco retail establishments of electronic cigarettes that require, but have not received, an order from the Food and Drug Administration (FDA) approving their marketing; and prohibiting the sale and distribution to any person in San Francisco of flavored tobacco products and electronic cigarettes that require, but have not received, an FDA order approving their marketing.

June 07, 2019 Public Safety and Neighborhood Services Committee - RECOMMENDED

June 18, 2019 Board of Supervisors - PASSED ON FIRST READING

Ayes: 11 - Brown, Fewer, Haney, Mandelman, Mar, Peskin, Ronen, Safai, Stefani, Walton and Yee

June 25, 2019 Board of Supervisors - FINALLY PASSED

Ayes: 10 - Brown, Haney, Mandelman, Mar, Peskin, Ronen, Safai, Stefani, Walton and Yee

Absent: 1 - Fewer

File No. 190312

I hereby certify that the foregoing Ordinance was FINALLY PASSED on 6/25/2019 by the Board of Supervisors of the City and County of San Francisco.

fr Angela Calvillo
Clerk of the Board

London N. Breed
Mayor

6/25/19

Date Approved

REVISED

ANALYSIS

This Ordinance constitutes the Los Angeles County Tobacco Ordinance which establishes the implementation, administration, and enforcement of business licensing requirements for Tobacco Shops in Title 7 – Business Licenses, and amends Title 11 – Health and Safety – to update terminology and Tobacco Retail License requirements, including prohibiting the sale of flavored tobacco products. This Ordinance also adds fees for the reasonable regulatory costs for issuing the business license and enforcing the Ordinance.

MARY C. WICKHAM
County Counsel

By



JUDY W. WHITEHURST
Senior Assistant County Counsel
Executive Office

JWW:EDI:ld

Requested: 02/04/2019

Revised: 9/26/2019

ORDINANCE NO. 2019-0049

An Ordinance amending and adding various sections to Title 7 – Business Licenses, and Title 11 – Health and Safety, of the Los Angeles County Code, relating to the regulation of tobacco shops and tobacco retailers.

The Board of Supervisors of the County of Los Angeles ordains as follows:

SECTION 1. Section 7.04.325 is hereby added to read as follows:

7.04.325 Violation – Fines.

Subject to the requirements of Chapter 1.25 of this County Code, the Tax Collector may impose administrative fines on persons violating any provision of this Title or any federal, State, or local law or regulation incorporated into this Title, in an amount determined by the Tax Collector. The imposition of any such fine shall in no way limit the Tax Collector's ability or authority to impose other requirements of this Chapter or seek other remedies against violators.

SECTION 2. Section 7.14.010 is hereby amended to read as follows:

7.14.010 Fee sSchedule.

The license fees required to be paid to perform, carry on, conduct, or engage in any businesses, occupations or activities set forth in this Title 7, the license eOrdinance codified in this ~~t~~Title, are as stated in this eChapter.

<u>ANNUAL FEES</u>		
	First Year	Annual Renewal
...		
THEATER (motion picture and live, other than adult)	1,829.00	246.00
<u>TOBACCO SHOP</u>	<u>778.00</u>	<u>142.00</u>
TOW TRUCK	168.00	131.00
...		
WEED ERADICATOR	237.00	129.00
<u>TWO YEAR FEES</u>		
	<u>Initial Application Fee for First Two Years</u>	<u>Two Year Renewal Fee</u>
<u>TOBACCO SHOP</u>	<u>778.00</u>	<u>142.00</u>

- SECTION 3.** Chapter 7.83 is hereby added to read as follows:
- Chapter 7.83 Tobacco Shops.**
- 7.83.010 Purpose and Intent.**
- 7.83.020 Definitions.**
- 7.83.030 Tobacco Shop – Business License Required.**
- 7.83.040 Operating Requirements.**
- 7.83.050 Consumption of Food or Beverages Prohibited.**
- 7.83.060 Use of Tobacco Products Prohibited.**
- 7.83.070 Smokers' Lounges.**
- 7.83.080 Loitering Prohibited.**
- 7.83.090 Compliance with Other Requirements.**
- 7.83.100 Conflict with Other Law, Severability, Saving Clause.**
- 7.83.010 Purpose and Intent.**

In promoting the health, safety, and general welfare of its residents, the County of Los Angeles has a substantial interest in encouraging compliance with federal, State, and local laws regulating tobacco sales and use; discouraging the purchase and use of tobacco products by anyone under the age of 21; increasing compliance with laws prohibiting the sale of tobacco products to anyone under the age of 21; and protecting children from being lured into nicotine and tobacco use through the illegal sale of products, including vaping products. It is the intent of the Ordinance codified in this Title, together with the additions and amendments to Title 11, to enforce responsible Tobacco Shop business and public health-related practices which prevent

the sale or distribution of tobacco products to anyone under the age of 21. This Ordinance does not expand or reduce the degree to which the acts regulated by federal or State law are criminally proscribed or otherwise regulated.

7.83.020 Definitions.

For the purpose of this Chapter, the words and terms listed below shall have the following meanings:

A. "Cigarette" is any roll of tobacco wrapped in paper or in any substance not containing tobacco, or any roll of tobacco wrapped in any substance containing tobacco, which is likely to be offered, or purchased as a cigarette, because of its appearance, the type of tobacco used in the filler, or its packaging and labeling.

B. "Electronic smoking device" is an electronic device which can be used to deliver an inhaled dose of nicotine or other substances, including any component, part, or accessory of such a device, whether manufactured, distributed, marketed, or sold as an electronic cigarette, electronic cigar or cigarillo, electronic pipe, electronic hookah, vaping device, or any other product name or descriptor.

C. "Little cigar" is any roll of tobacco other than a cigarette wrapped entirely or in part in tobacco or any substance containing tobacco and weighing no more than three pounds per thousand units. "Little cigar" includes, but is not limited to, tobacco products known or labeled as small cigar, little cigar or cigarillo.

D. "Loitering" means delaying or lingering without an apparently proper purpose for being on the property.

E. "Smokers' lounge" has the same meaning as defined by the California Labor Code Section 6404.5 (e) (2) (A) and (B).

F. "Tobacco paraphernalia" is any cigarette papers or wrappers, pipes, holders of smoking materials of all types, cigarette rolling machines, characterizing flavors in any form, mixed with or otherwise added to any tobacco product or nicotine delivery device, including electronic smoking devices, and any other item designed or used for the smoking or ingestion of tobacco products.

G. "Tobacco product" means the following:

1. Any product containing, made, or derived from tobacco or nicotine, whether natural or synthetic, that is intended for human consumption, whether smoked, heated, chewed, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, including, but not limited to cigarettes, cigars, little cigars, chewing tobacco, pipe tobacco, and snuff; or

2. Any electronic smoking device that delivers nicotine or other substances, whether natural or synthetic, to the person inhaling from the device, including, but not limited to, an electronic cigarette, electronic cigar, electronic pipe, electronic hookah, or vaping device.

3. Notwithstanding any provision of subsections (1) and (2) to the contrary, "tobacco product" includes any component, part, or accessory intended or reasonably expected to be used with a tobacco product, whether or not sold separately.

4. "Tobacco product" does not include drugs, devices or combination products authorized for sale by the United States Food and Drug Administration, as those terms are defined in the Federal Drug and Cosmetic Act.

H. "Tobacco Shop" is any retail business devoted exclusively or predominantly to the sale of tobacco, tobacco products, and tobacco paraphernalia, including but not limited to cigarettes, cigars, pipe tobacco, electronic cigarettes, vaping devices, and any components, parts, or accessories.

7.83.030 Tobacco Shop – Business License Required.

A. A business license is required for a Tobacco Shop, or a Tobacco Shop and Smokers' Lounge, pursuant to Title 7 Division 1 Chapter 7.04 of this Code.

B. Notwithstanding Section 7.04.020 of this Code, any currently operating Tobacco Shop in the unincorporated areas of the County must, within ~~90~~180 days of the effective date of the Ordinance codified in this Chapter, apply for a business license for each location pursuant to Division 1 of this Chapter.

C. As of the effective date of this Ordinance, any retailer establishing a new Tobacco Shop must apply for and obtain a business license, in accordance with Section 7.04.020 of this Code.

D. The Tobacco Shop business license may be issued to authorize sales of tobacco products from a fixed location only. Tobacco retailing on foot or from vehicles, carts, or any other non-fixed location, is prohibited.

E. To operate as a Tobacco Shop in the unincorporated areas of the County, the business must possess a valid business license, and a valid Tobacco Retail License

issued pursuant to Title 11 of this Code, in addition to any other required or applicable licenses, permits, or certifications. Revocation or suspension of the Tobacco Retail License, for any period, automatically revokes or suspends the Business License for the same period.

F. Each day that a person or proprietor of a Tobacco Shop sells or offers for sale, tobacco, tobacco products, or tobacco paraphernalia in the unincorporated areas of Los Angeles County without a valid County of Los Angeles business license constitutes a separate violation of this Ordinance.

7.83.040 Operating Requirements.

The operation and maintenance of a Tobacco Shop must conform to every provision of this Chapter.

A. A recognizable and readable sign clearly identifying the Tobacco Shop shall be posted at the building entrance of the Tobacco Shop. Signage must meet the requirements of this Code.

B. Exterior facing advertisements of tobacco products may not occupy an area larger than 14 square feet. Such advertisements may not be placed next to any other outward facing advertisement so as to create a single mosaic type advertisement larger than 14 square feet. It is a violation of this Chapter to violate any local, State, or federal law regulating exterior storefront window or door advertising.

C. No one under the age of 21, unless United States Military with valid identification of active service, is allowed in or on the premises of a Tobacco Shop. A sign stating, "No one under the age of 21 unless United States Military with valid

identification of active service is allowed on these premises" shall be posted at the entrance of the Tobacco Shop.

D. Any sale of tobacco, tobacco products or tobacco paraphernalia to any person under the age of 21 is prohibited. Active United States Military with valid identification may purchase tobacco, tobacco products, or tobacco paraphernalia at age 18, in accordance with State law.

E. All areas of the entire exterior grounds of the Tobacco Shop, including the parking lot, require sufficient exterior lighting, so that all such areas are clearly visible during business hours.

F. All cash registers and credit/debit card point of sale equipment must produce a receipt with a receipt number generated automatically and recorded with each transaction. After the collection of funds, the cashier shall offer a copy of the receipt to the customer. Prior to leaving the cash register or work area for any reason, the cashier will lock the cash drawer and remove the key, keeping it in their possession. All cash registers and point of sale equipment must produce end of day report totals for verification of the cash and cash equivalents collected and deposited into a bank account.

7.83.050 Consumption of Food or Beverages Prohibited.

A. Consuming food or beverages, including alcohol, by patrons, or providing food or beverages, including alcohol, to patrons for consumption on the premises of a Tobacco Shop is prohibited.

B. A permanent sign or signs in a place clearly visible to patrons of the Tobacco Shop stating, "No consumption of food, beverages, or alcohol is allowed on these premises" is required pursuant to requirements of this Code.

7.83.060 Use of Tobacco Products Prohibited.

A. Tobacco, tobacco products, and tobacco paraphernalia may not be used inside the Tobacco Shop premises, except as permitted in a Smokers' Lounge pursuant to Section 7.83.070 of this Chapter.

B. A permanent sign or signs posted at the building entrance and in a place clearly visible to patrons inside the Tobacco Shop stating, "No use of tobacco, tobacco products, or tobacco paraphernalia is allowed on these premises" is required, except for in a Smokers' Lounge. The permanent signs must meet any additional requirements of this Code.

7.83.070 Smokers' Lounges.

A. A separate business license is not required for operation of a Smokers' Lounge.

B. Smoking, use of tobacco, tobacco products, or tobacco paraphernalia is permitted only in a Smokers' Lounge.

C. Consuming food or beverages, including alcohol, by patrons, or providing food or beverages, including alcohol, to patrons for consumption on the premises of a Smokers' Lounge is prohibited.

D. A permanent sign or signs posted in a place clearly visible to patrons of the Smokers' Lounge stating, "Consuming food or beverages, including alcohol, by

patrons, or providing food or beverages, including alcohol, to patrons, is prohibited in the Smokers' Lounge" is required. The permanent signs must meet any additional requirements of this Code.

E. No one under the age of 21, unless the patron has an active United States Military identification card and is at least 18 years old, is allowed in or on the premises of a Smokers' Lounge.

F. Smokers' Lounges shall post a permanent sign or signs at the entrance to the building or structure and in a place clearly visible to patrons inside the Tobacco Shop stating, "Smoking is prohibited except in designated areas." The permanent signs must meet any additional requirements of this Code.

7.83.080 Loitering Prohibited.

A. Loitering in or around the Tobacco Shop is prohibited. Tobacco Shops must ensure the absence of loitering.

B. A permanent sign or signs posted at the entrance to the building or structure and in a place clearly visible to patrons on the exterior areas the Tobacco Shop stating, "No loitering is allowed" is required. The permanent signs must meet any additional requirements of this Code.

7.83.090 Compliance with Other Requirements.

The Tobacco Shop must comply with all applicable federal and State law, and all requirements of this Code. Failure to comply with any provision of this Code constitutes a violation of the Code and may serve as grounds for denial of an Application, issuance

of a fine, revocation or suspension of a business license, or modification of a business license, pursuant to Title 7 Division 1, or legal action.

7.83.100 Conflict with Other Law, Severability, Saving Clause.

Nothing in this Chapter shall be interpreted or applied so as to create any power or duty in conflict with any federal or State law. If any provision of this Chapter or the application thereof to any person or circumstance is held invalid, the remainder of the Chapter, or the application of such provision to other persons or circumstances shall not be affected thereby.

SECTION 4. Section 11.35.010 is hereby amended to read as follows:

11.35.010 Purpose and aApplication.

In promoting the health, safety, and general welfare of its residents, the County of Los Angeles has a substantial interest in encouraging compliance with federal, ~~s~~State, and local laws regulating tobacco sales and use; ~~in~~discouraging the purchase and use of tobacco products by ~~minors~~anyone under the age of 21; ~~in~~increasing compliance with laws prohibiting the sale of tobacco products to ~~minors~~anyone under the age of 21; and ~~in~~protecting children from being lured into nicotine and tobacco use through the illegal activity through the misconduct of adults~~sale of products, including vaping products~~. It is the intent of the ~~e~~Ordinance codified in this Title, together with the additions to Title 7, to encourage responsible tobacco retailing and to discourage violations of tobacco-related laws, especially those that prohibit the sale or distribution of tobacco products to ~~minors~~anyone under the age of 21.~~;~~ but This Ordinance does not ~~to~~expand or reduce the degree to which the acts regulated by federal or ~~s~~State law

are criminally proscribed or otherwise regulated.

SECTION 5. Section 11.35.020 is hereby amended to read as follows:

11.35.020 Definitions.

For the purpose of this eChapter, the following words and terms listed below shall have the following meanings:

A. "Accessory" means equipment, products, or materials that are used, intended for use, or designed for use in smoking, vaping, ingesting, inhaling, or otherwise introducing tobacco or tobacco products into the human body and can be an object or device that is not essential in itself but adds to the beauty, convenience, or effectiveness of something else.

AB. "Arm's length transaction" means a sale in good faith and for valuable consideration that reflects the fair market value in the open market between two informed and willing parties, when neither is under any compulsion to participate in the transaction. A sale between relatives, related companies or partners, or a sale for the primary purpose of avoiding the effect of the violations of this eChapter that occurred at the location, is presumed not to be an arm's length transaction.

C. "Characterizing flavor" means a taste or aroma, other than the taste or aroma of tobacco, imparted either prior to or during consumption of a tobacco product or any byproduct produced by the tobacco product, including, but not limited to, tastes or aromas relating to menthol, mint, wintergreen, fruit, chocolate, vanilla, honey, candy, cocoa, dessert, alcoholic beverage, herb, or spice. Characterizing flavor includes flavor

in any form, mixed with or otherwise added to any tobacco product or nicotine delivery device, including electronic smoking devices.

D. "Cigarette" is any roll of tobacco wrapped in paper or in any substance not containing tobacco, or any roll of tobacco wrapped in any substance containing tobacco which is likely to be offered to, or purchased as a cigarette, because of its appearance, the type of tobacco used in the filler, or its packaging and labeling.

E. "Cigarillo" means any roll of tobacco other than a cigarette wrapped entirely or in part in tobacco or any substance containing tobacco and weighing no more than three pounds per thousand units. "Cigarillo" includes, but is not limited to, tobacco products known or labeled as small cigar or little cigar.

F. "Component" means any item intended or reasonably expected to be used with or for the human consumption of a tobacco product.

BG. "Department" means the Los Angeles County Department of Public Health.

GH. "Director" means the eDirector of the Los Angeles County Department of Public Health or his/her-designee.

I. "Electronic Smoking Device" means an electronic device, including but not limited to an electronic cigarette, electronic cigar or cigarillo, electronic pipe, electronic hookah, vaping device, or any other product name or descriptor, which can be used to deliver an inhaled dose of nicotine or other substances, including any component, part, or accessory of such a device, whether manufactured, distributed, marketed, or sold as such.

J. "Flavored Tobacco Product" means any tobacco product, as defined in this Chapter, which imparts a characterizing flavor.

~~D. "Itinerant tobacco retailing" means engaging in tobacco sale or distribution at other than a fixed location.~~

~~EK. "License" means a Tobacco Retailer License issued by the County pursuant to this Section.~~

~~FL. "Licensee" means any proprietor holding a license issued by the County pursuant to this Chapter.~~

M. "Little Cigar" means any roll of tobacco other than a cigarette wrapped entirely or in part in tobacco or any substance containing tobacco and weighing no more than three pounds per thousand units. "Little Cigar" includes, but is not limited to, tobacco products known or labeled as small cigar or cigarillo.

N. "Package" or "Packaging" means a pack, box, carton, or container of any kind or, if no other container, any wrapping (including cellophane) in which a tobacco product is sold or offered for sale.

O. "Part" means a piece or segment of something, which combined with other pieces makes up the whole.

GP. "Person" means any individual, entity, firm, partnership, joint venture, limited liability company, association, social or professional club, fraternal organization, corporation, estate, trust, business trust, receiver, trustee, syndicate, or other group or combination of the above acting as a single unit.

Q. "Pharmacy" means any retail establishment, including any location with an on-site pharmacy, in which the profession of pharmacy is practiced by a pharmacist licensed by the State of California in accordance with the Business and Professions Code and where prescription pharmaceuticals are offered for sale, regardless of whether the retail establishment sells other retail goods in addition to prescription pharmaceuticals.

HR. "Proprietor" means a person with an ownership interest in a business. An ownership interest shall be deemed to exist when a person has a ten percent or greater interest in the stock, assets, or income of a business other than the sole interest of security for debt.

S. "Self-service Display" means the open display or storage of tobacco products or tobacco paraphernalia in a manner that is physically accessible in any way to the general public without the assistance of the retailer or employee of the retailer and a direct person-to-person transfer between the purchaser and the retailer or employee of the retailer. A vending machine is a form of self-service display.

~~IT. "Tobacco product" means any substance containing tobacco leaf, including but not limited to cigarettes, cigars, pipe tobacco, snuff, chewing tobacco, dipping tobacco, bidis, or any other preparation which includes any tobacco product.~~
"Tobacco Paraphernalia" means cigarette papers or wrappers, pipes, holders of smoking materials of all types, cigarette rolling machines, characterizing flavors in any form, mixed with or otherwise added to any tobacco product or nicotine delivery device.

including electronic smoking devices, and any other item designed or used for the smoking or ingestion of tobacco products.

~~JU. "Tobacco paraphernalia" means cigarette papers or wrappers, pipes, holders of smoking materials of all types, cigarette rolling machines, and any other item designed or used for the smoking or ingestion of tobacco products. "Tobacco Product" means any substance containing tobacco leaf, including but not limited to cigarettes, cigars, pipe tobacco, snuff, chewing tobacco, dipping tobacco, bidis, or any other preparation which includes any tobacco product.~~ the following:

1. Any product containing, made, or derived from tobacco or nicotine whether natural or synthetic, that is intended for human consumption, whether smoked, heated, chewed, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, including, but not limited to cigarettes, cigars, little cigars, chewing tobacco, pipe tobacco, and snuff; or

2. Any electronic smoking device that delivers nicotine or other substances, whether natural or synthetic, to the person inhaling from the device, including, but not limited to, an electronic cigarette, electronic cigar, electronic pipe, electronic hookah, or vaping device.

3. Notwithstanding any provision of subsections (1) and (2) to the contrary, "tobacco product" includes any component, part, or accessory intended or reasonably expected to be used with a tobacco product, whether or not sold separately.

4. "Tobacco Product" does not include drugs, devices, or combination products authorized for sale by the United States Food and Drug Administration, as those terms are defined in the Federal Food, Drug and Cosmetic Act.

KV. "Tobacco rRetailer" means any person who sells, offers for sale or distribution, exchanges, or offers to exchange for any form of consideration, tobacco, tobacco products, or tobacco paraphernalia without regard to the quantity sold, distributed, exchanged, or offered for exchange.

LW. "Tobacco rRetailing" means selling, offering for sale, exchanging, or offering to exchange for any form of consideration, tobacco, tobacco products, or tobacco paraphernalia without regard to the quantity sold, offered for sale, exchanged, or offered for exchange.

SECTION 6. Section 11.35.030 is hereby amended to read as follows:

11.35.030 **Mandatory tTobacco rRetail lLicense.**

A. Any person intending to act as a tobacco retailer, who does not currently hold a Tobacco Retail License, shall, within ~~ninety~~⁹⁰180 days of the effective date of the eOrdinance codified in this eChapter, obtain a tTobacco rRetailing lLicense for each location at which tobacco retailing is to occur. ~~No license may be issued to authorize tobacco retailing at other than a fixed location. Itinerant tobacco retailing is prohibited.~~

B. Nothing in this eChapter shall be construed to grant any licensee any status or right other than to act as a tobacco retailer at the location identified on the face of the Tobacco Retail lLicense, subject to compliance with all other applicable laws,

regulations, or ordinances. Nothing in this ~~e~~Chapter shall be construed to render inapplicable, supersede, or apply in lieu of any other provision of applicable law.

SECTION 7. Section 11.35.040 is hereby amended to read as follows:

11.35.040 **Application ~~p~~Procedure for ~~t~~Tobacco ~~r~~Retail ~~l~~License.**

All applications for a Tobacco Retail lLicense shall be submitted in the name of each proprietor proposing to conduct tobacco retailing and signed by each prospective proprietor or an authorized agent. Each Tobacco Retail lLicense application must be accompanied by the required Tobacco Retail lLicense fee pursuant to ~~s~~Section 8.04.720 of this ~~e~~Code. A proprietor proposing to conduct tobacco retailing at more than one location shall submit a separate application for each location. Every application shall contain the following information:

- A. The name, address, and telephone number of each proprietor.
- B. The business name, address, and telephone number of the fixed location for which the Tobacco Retail lLicense is sought.
- C. Whether ~~or not~~ any proprietor has previously been issued a Tobacco Retail lLicense pursuant to this ~~e~~Chapter that is, or was at any time, suspended or revoked and, if so, the date of the suspension or revocation.
- D. Proof that the location for which a ~~t~~Tobacco ~~r~~Retailing ~~l~~License is sought has been issued a valid ~~s~~State tobacco retailer's license by the California ~~Board of Equalization~~Department of Tax and Fee Administration, in addition to any other required or applicable licenses, permits, or certifications.

E. A signed affirmation by each proprietor ~~that each proprietor is of being~~ informed of, ~~and agreeing to abide by,~~ the laws affecting tobacco retailing licenses.

F. Such other information as the ~~e~~County deems necessary for the administration of this ~~e~~Chapter.

Any application that is denied is subject to an administrative review, at the request of the applicant, which shall be held pursuant to the provisions of Section 11.35.110 of this Chapter.

SECTION 8. Section 11.35.050 is hereby amended to read as follows:

11.35.050 Issuance and ~~r~~Renewal of Tobacco Retail ILicense.

A. Upon receipt of an application for a new Tobacco Retail License and applicable fee, as set forth in ~~s~~Section 8.04.720, the applicant(s) shall be issued a Tobacco Retail ILicense unless:

1. The application is incomplete, ~~or inaccurate, false, or misleading;~~
2. The ~~d~~Department has information that the applicant, or ~~his/her~~the applicant's agent(s) or employee(s), has-violated any local, sState, or federal tobacco control law ~~at the location for which the license or renewal license is sought~~ within the preceding ~~sixty (60)~~180 days; or
3. The application seeks authorization for tobacco retailing at an address where a previous Tobacco Retail ILicense has been suspended, revoked, or is subject to suspension or revocation proceedings for any violation of any of the provisions of this ~~e~~Chapter. However, this shall not constitute a basis for denial of a Tobacco Retail ILicense if either or both of the following apply:

a. The applicant provides documentation which clearly demonstrates that the applicant has acquired or is in the process of acquiring the premises or business in an arm's length transaction; or

b. It has been more than five years since the most recent Tobacco Retail License for that location was revoked.

B. ~~Renewal of Tobacco Retailing License.~~ A Tobacco Retail License shall be valid for one year and must be renewed between ~~thirty~~30 and ~~sixty~~60 days prior to the expiration of the Tobacco Retail License. A Tobacco Retail License may be renewed for additional one year periods by submission of a renewal application and the applicable fee. Any Tobacco Retail License that is suspended, has been revoked within the previous five years, or is subject to suspension or revocation proceedings shall not be renewed until suspension or revocation proceedings are complete and the suspension or revocation period, if any, is over.

SECTION 9. Section 11.35.055 is hereby added to read as follows:

11.35.055 Business License Required.

A. In addition to the Tobacco Retail License, any Tobacco Shop in an unincorporated area of the County, devoted exclusively or predominantly to the sale of tobacco, tobacco products, and tobacco paraphernalia, must have a valid business license as required by Title 7 of this Code.

B. Tobacco Shops currently holding a valid Tobacco Retail License as of the effective date of the Ordinance codified in this Chapter must apply for a business

license as required by Title 7 of this Code and may legally operate while such application is in active process.

C. Any retailer establishing a new Tobacco Shop after the effective date of this Ordinance must apply for and obtain a business license as required by Title 7 of this Code and a Tobacco Retail License, as required by this Chapter, before it may legally operate.

D. If the business license is revoked or suspended for any period of time, the Tobacco Retail License shall be automatically revoked or suspended for the same period.

SECTION 10. Section 11.35.060 is hereby amended to read as follows:

11.35.060 Tobacco Retail License nNontransferable.

A ~~t~~Tobacco ~~r~~Retailing ~~l~~License is nontransferable. If a licensee changes business location, that licensee must obtain a new Tobacco Retail ~~l~~License prior to acting as a tobacco retailer at the new location. If a business licensed ~~to conduct tobacco retailing~~ as a tobacco retailer is sold or transferred, the new proprietor must obtain a Tobacco Retail ~~l~~License for that location before acting as a tobacco retailer.

SECTION 11. Section 11.35.070 is hereby amended to read as follows:

11.35.070 License ~~v~~Violations.

A. It shall be a violation of this ~~e~~Chapter for a tobacco retailer/licensee, or ~~his/hers~~its agent(s) or employee(s), to violate any federal, ~~e~~State, or local tobacco law or regulation, including any provision of this ~~e~~Chapter.

B. Causing, permitting, aiding, abetting, or concealing a violation of any

provision of this eChapter shall constitute a violation.

C. Failure to prominently display the tTobacco rRetailing lLicense in a publicly visible location at the licensed premises shall constitute a violation.

D. The failure of the tobacco retailer/licensee, or the applicant's agent(s) or employee(s) to allow any peace officer, the director, or any authorized eCounty official to conduct unscheduled inspections of the premises of the business for the purpose of ensuring compliance with any federal, state, or local tobacco law or regulation, including any provision of this eChapter, at any time the business is open for business shall constitute a violation.

E. After 180 days of the effective date of the Ordinance codified in this Chapter, it shall be a violation of this Chapter for a tobacco retailer/licensee or its agent(s) or employee(s) to sell or offer for sale, or to possess with the intent to sell or offer for sale, any flavored tobacco product or any component, part, or accessory intended to impart, or imparting a characterizing flavor in any form, to any tobacco product or nicotine delivery device, including electronic smoking devices.

F. No tobacco retailer/licensee or its agent(s) or employee(s) may sell or offer for sale any little cigar or cigarillo unless it is sold in a package of at least 20 little cigars or cigarillos. Little cigars or cigarillos may not be sold individually or in packages of less than 20 units.

G. Tobacco retailing by means of a self-service display is prohibited pursuant to State law.

H. A Tobacco Retail License may be issued to authorize tobacco retailing at a fixed location only. Tobacco retailing on foot or from vehicles, carts, or any other non-fixed location, is prohibited and shall be considered a violation of this Chapter.

I. No Tobacco Retail License may issue and no existing Tobacco Retail License may be renewed, to authorize tobacco retailing in a pharmacy, including any location with an on-site pharmacy.

J. Each tobacco retailer/licensee and its agent(s) or employee(s) must be over the age of 21 in order to sell tobacco and/or tobacco products.

SECTION 12. Section 11.35.080 is hereby amended to read as follows:

11.35.080 Compliance eChecks.

A. Compliance with this eChapter shall be monitored by the dDepartment of Public Health ("Department") or any law enforcement officer. Any law enforcement officer may conduct compliance checks, including but not limited to youth decoy operations, and enforce the penal provisions of this eChapter.

B. The dDepartment shall check the compliance of each tobacco retailer a minimum of one time per ~~twelve~~12 month period. Compliance checks may be unannounced.

SECTION 13. Section 11.35.090 is hereby amended to read as follows:

11.35.090 Administrative fFines.

Subject to the requirements of Chapter 1.25 of this eCounty eCode, the dDirector may impose administrative fines on persons violating any provision of this eChapter or any federal, sState, or local law or regulation incorporated into this eChapter. The

dDirector may impose a fine upon such violators in an amount determined by the dDirector. The imposition of any such fine shall in no way limit the dDirector's ability or authority to impose other requirements of this eChapter or seek other remedies against violators:

SECTION 14. Section 11.35.100 is hereby amended to read as follows:

11.35.100 **Suspension or ~~r~~Revocation of Tobacco Retail ~~!~~License.**

A. In addition to any other remedy authorized by law, a Tobacco Retail ~~!~~License may be suspended or revoked as provided in this sSection if it is discovered that any of the following occurred:

1. The licensee, or the licensee's agent(s) or employee(s), has violated any provision of this eChapter. Violation by a licensee at one location shall not be construed as a violation at another location of the same licensee, nor shall violations by a prior licensee at the same location be accumulated against a subsequent licensee at the same location;
2. The original or renewal application contained ~~incorrect~~incomplete, inaccurate, false, or misleading information;
3. One or more of the bases for denial listed in sSection 11.35.050 existed before the Tobacco Retail ~~!~~License was issued; or
4. A licensee is convicted of a misdemeanor or felony violation of any federal, sState, or local tobacco law or regulation, including any provision of this ~~chapter~~Code.

B. During any period of suspension or revocation, the licensee shall remove all tobacco products and tobacco paraphernalia from public-view, including from displays and behind counter storage areas, whether or not visible to the public. All tobacco products and tobacco paraphernalia must be placed in a room that is separate from the area where point of sale transactions occur, or removed from the tobacco retail location entirely. Failure to do so may be considered a subsequent violation.

C. During any period of suspension or revocation, the tobacco retailer/licensee shall conspicuously post, at each point of sale register and near the entrance door of the tobacco retail location, a notice of a Tobacco Retail License suspension provided by the Department of Public Health. The notice shall include the suspension or revocation period, reason for suspension or revocation, tobacco retailer/licensee and location information, and Department of Public Health contact information to report violations.

GD. When the dDirector finds a violation as set forth in section 41.35.100(A) this Chapter, the Tobacco Retail lLicense may be suspended or revoked as follows:

1. Upon finding by the dDirector of a first Tobacco Retail lLicense violation within any five-year period, the Tobacco Retail lLicense may be suspended for up to ~~thirty~~30 days;

2. Upon a finding by the dDirector of a second Tobacco Retail lLicense violation within any five-year period, the Tobacco Retail lLicense may be suspended for up to ~~ninety~~90 days;

3. Upon a finding by the ~~d~~Director of a third Tobacco Retail License violation in any five-year period, the Tobacco Retail License may be suspended for up to ~~one hundred and twenty~~120 days; and

4. Upon a finding by the ~~d~~Director of a fourth Tobacco Retail License violation within a five year period, the Tobacco Retail License shall be revoked.

SECTION 15. Section 11.35.110 is hereby amended to read as follows:

11.35.110 Suspension or ~~r~~Revocation ~~p~~Procedure.

A. Before a Tobacco Retail License is suspended or revoked, the ~~d~~Director shall provide written notice to the licensee. Said notice shall include the following:

1. A statement that the proprietor's ~~t~~Tobacco ~~r~~Retailing License is being suspended or revoked pursuant to this ~~e~~Chapter;
2. The ~~e~~Code ~~s~~Section violated by licensee or licensee's agents or employees;
3. A description of the violation that occurred;
4. The address of the business where the violation occurred; and
5. The procedure for requesting an administrative review.

B. A licensee served with a notice of suspension or revocation may request an administrative review to contest the suspension or revocation. The request must be made in writing and filed with the ~~d~~Director within ~~ten~~10 calendar days of service of the notice of suspension or revocation. Failure to timely request an administrative review shall be deemed a waiver of the right to request such a review and a failure to exhaust administrative remedies.

C. After receiving a timely administrative review request, the dDirector shall schedule an administrative review within ~~twenty~~20 calendar days of receipt of the written request and designate a reviewing officer. The dDirector may, ~~in their discretion,~~ appoint as a reviewing officer, any dDepartment or other eCounty employee with expertise in public health who is not directly involved in inspection or enforcement of tobacco retailing establishments.

D. The proprietor shall be given written notice of the date, time, and location of the administrative review and the name of the reviewing officer who will conduct the administrative review at least ~~ten~~10 calendar days in advance of the review.

E. The reviewing officer, in their discretion, may grant a reasonable continuance upon the written request and showing of good cause. ~~In no event shall the continuance be longer than thirty calendar days from the originally scheduled review date.~~

F. At the administrative review, the dDepartment has the burden of providing by a preponderance of the evidence that the alleged violation occurred.

G. The failure to appear at the administrative review shall constitute an abandonment of the review request and a failure to exhaust administrative remedies.

H. Within ~~ten~~10 calendar days after the close of the administrative review, the reviewing officer shall issue a written decision on the suspension or revocation of the Tobacco Retail ILicense, including a statement of the basis for the decision. The reviewing officer's written decision shall constitute the final administrative decision of the eCounty.

I. If the Director revokes a Tobacco Retailing License, no new Tobacco Retail License may be issued for five years after that revocation.

SECTION 16. Section 11.35.120 is hereby amended to read as follows:

11.35.120 Violation—Other Penalties.

A. In addition to any other penalties and remedies provided by law, including the provisions of this Chapter, any violation of the provisions of this Chapter may be charged as a misdemeanor pursuant to Chapter 1.24 of this Code, or, in the discretion of the prosecutor, as an infraction. Any person who violates any provision of this Chapter is subject to a suit for civil action, including but not limited to, an injunction, as well as prosecution for any criminal violation.

B. In addition to any other penalty under this Chapter, a person found to have engaged in tobacco retailing without a valid Tobacco Retailing License shall be ineligible to apply for or be issued a Tobacco Retailing License as follows:

1. ~~After a first person is caught in violation for a person within any five year period of this Section,~~ no new Tobacco Retail License may be issued for the person as a proprietor until ~~thirty~~30 days have passed from the date of ~~last~~the violation;
and

2. ~~After a second violation for a person within any five year period, no new Tobacco Retail License may be issued for the person as a proprietor until ninety (90) days have passed from the date of last violation;~~

~~3. After three (3) or more violations for a person within any five year period, no new Tobacco Retail License may be issued for the person as a proprietor until five (5) years have passed from the date of last violation;~~

~~24. Each day that a person engages in tobacco retailing without a valid Tobacco Retailing License shall constitute a separate violation; and,~~

~~5C. Any person found by the Director to be ineligible to be issued a Tobacco Retail License pursuant to this Section may request an administrative review within ten (10) days of notice of the violation. The request must be made to the Director in writing. Any administrative review shall be held pursuant to the provisions of Section 11.35.110 of this Chapter.~~

~~6D. Violations of this Chapter are hereby declared to be public nuisances pursuant to this Code.~~

SECTION 17. Section 11.35.130 is hereby amended to read as follows:

11.35.130 **Conflict with Other Law, Severability, Saving Clause.**

Nothing in this Chapter shall be interpreted or applied so as to create any power or duty in conflict with any federal or State law. If any provision of this Chapter or the application thereof to any person or circumstance is held invalid, the remainder of this Chapter or the application of such provision to other persons or circumstances shall not be affected thereby.

[CH783EICC]

SECTION 18 This ordinance shall be published in The Daily Commerce a newspaper printed and published in the County of Los Angeles.



Janice Hahn
Chair

ATTEST:

Celia Zavala

Celia Zavala
Executive Officer -
Clerk of the Board of Supervisors
County of Los Angeles

I hereby certify that at its meeting of October 1, 2019 the foregoing ordinance was adopted by the Board of Supervisors of said County of Los Angeles by the following vote, to wit:

Ayes

Noes

Supervisors Hilda Solis
Mark Ridley-Thomas
Sheila Kuehl
Janice Hahn

Supervisors None
Absent
Supervisor Kathryn Barger

Effective Date: October 31, 2019

Operative Date: _____

Celia Zavala

Celia Zavala
Executive Officer -
Clerk of the Board of Supervisors
County of Los Angeles

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made

CELIA ZAVALA
Executive Officer
Clerk of the Board of Supervisors

By [Signature]
Deputy



APPROVED AS TO FORM:
MARY C. WICKHAM
County Counsel

By [Signature]
Lester J. Tolnai
Chief Deputy County Counsel

ORDINANCE NO. XX-XX N.S.

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF RICHMOND
AMENDING CHAPTER 7.106 OF THE RICHMOND MUNICIPAL CODE
ENTITLED TOBACCO RETAILER LICENSE TO PROHIBIT THE SALE OF
ELECTRONIC CIGARETTES**

The Council of the City of Richmond hereby finds and declares as follows:

WHEREAS, on July 17, 2018 the City Council adopted an ordinance (No. 20-18 N.S.) amending Richmond Municipal Code Chapter 7.106 by banning the sale of menthol and other flavored tobacco products, establishing a minimum pack size for little cigars and cigars, and imposing location requirements on new tobacco retailers; and

WHEREAS, the regulations adopted in Ordinance No. 20-18 N.S. took effect on April 17, 2019, and were initiated following a presentation to the City Council from the Youth Tobacco Advocacy & Policy Project, highlighting the negative health impacts that tobacco products have on youth; and

WHEREAS, the City's current regulations prohibit the sale of all electronic cigarette products which have a taste or aroma other than the taste or aroma of tobacco; and

WHEREAS, electronic smoking devices often mimic conventional tobacco products in shape, size, and color, with the user exhaling a smoke-like vapor similar in appearance to the exhaled smoke from cigarettes and other conventional tobacco products; and

WHEREAS, nationwide, electronic cigarette use has increased at alarming rates since the first products became available about 10 years ago, and while there have been many successful efforts to reduce underage tobacco use, the growing availability of e-cigarettes has reversed those positive trends; and

WHEREAS, approximately 480,000 people die in the United States from tobacco-related diseases every year, making it the nation's leading cause of preventable death; and

WHEREAS, to protect the public, especially youth, against the health risks created by tobacco products, Congress enacted the Family Smoking Prevention and Tobacco Control Act ("Tobacco Control Act") in 2009 which authorized the U.S. Food and Drug Administration ("FDA") to set national standards governing the manufacture of tobacco products, to limit levels of harmful components in tobacco products and to require manufactures to disclose information and research relating to the products' health effects; and

WHEREAS, a central requirement of the Tobacco Control Act is premarket review of all new tobacco products not on the market in the United States as of February 15, 2007—must be authorized by the FDA for sale in the United States before it may enter the marketplace. A new tobacco product may not be marketed until the FDA has found that the product is: (1) appropriate

for the protection of the public health upon review of a premarket tobacco application; (2) substantially equivalent to a grandfathered product; or (3) exempt from substantial equivalence requirements; and

WHEREAS, The FDA’s premarket review process is intended to determine if a tobacco product is appropriate for the protection of the public health “with respect to the risks and benefits to the population as a whole, including users and nonusers of the tobacco product, and taking into account- (A) the increased or decreased likelihood that existing users of tobacco products will stop using such products; and (B) the increased or decreased likelihood that those who do not use tobacco products will start using such products”¹; and

WHEREAS, virtually all electronics cigarettes that are sold today are considered “new tobacco products” under the Tobacco Control Act, but unfortunately they have not obtained a premarket review order and the FDA has not taken appropriate action to enforce the requirements of the Tobacco Control Act; and

WHEREAS, in 2017, the FDA issued Guidance that purports to give electronic cigarettes manufactures until August 8, 2022 to submit their application for premarket review. The Guidance further purports to allow unapproved products to stay on the market indefinitely, until such time as the FDA complies with its statutory duty to conduct a premarket review to determine whether a new tobacco product poses a risk to public health. In March 2019, the FDA issued draft guidance in which it considered moving the premarket application deadline up by one year for certain flavored e-cigarettes products. It is not known when, if ever, this narrow adjustment will become final or will take effect; and

WHEREAS, the project is exempt from the California Environmental Quality Act (CEQA) because it is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant adverse effect on the environment.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Richmond does ordain as follows:

SECTION I.

Chapter 7.106.030 entitled “Requirements and Prohibitions” of the City of Richmond Municipal Code is hereby amended to read as follows:

7.106.030 Requirements and Prohibitions.

A. Tobacco Retailer License Required.

It shall be unlawful for any person to act as a tobacco retailer in the City without first obtaining and maintaining a valid tobacco retailer license for each location at which that activity

¹ 21 U.S.C. § 387j: Application for Review of Certain Tobacco Products

is to occur. Tobacco retailing without a valid tobacco retailer's license is a nuisance as a matter of law.

B. Lawful Business Operation.

In the course of tobacco retailing or in the operation of the business or maintenance of the location for which a license is issued, it shall be a violation of this chapter for a licensee, or any of the licensee's agents or employees, to violate any local, state or federal law applicable to tobacco products, tobacco paraphernalia, or tobacco retailing.

C. Display of License.

Each tobacco retailer license shall be prominently displayed in a publicly visible location at the licensed location.

D. Positive Identification Required.

No person engaged in tobacco retailing shall sell or transfer a tobacco product or tobacco paraphernalia to another person who appears to be under the age of twenty-seven (27) years without first examining the identification of the recipient to confirm that the recipient is at least the minimum age for sale of tobacco products as established by state law.

E. Minimum Age for Persons Selling Tobacco.

No person who is younger than 18 years of age shall engage in tobacco retailing.

F. False and Misleading Advertising Prohibited.

A tobacco retailer without a valid tobacco retailer license, or a proprietor without a valid tobacco retailer license including, for example, a person whose license has been revoked:

(1) Shall keep all tobacco products and tobacco paraphernalia out of public view. The public display of tobacco products or tobacco paraphernalia in violation of this provision shall constitute tobacco retailing without a license under Section 7.106.090.

(2) Shall not display any advertisement relating to tobacco products or tobacco paraphernalia that promotes the sale or distribution of such products from the tobacco retailer's location or that could lead a reasonable consumer to believe that such products can be obtained at that location.

G. Drug Paraphernalia.

It shall be a violation of this chapter for any licensee or any of the licensee's agents or employees, to violate any local, state, or federal law regulating controlled substances or drug paraphernalia, such as, California Health and Safety Code Section 11364.7.

H. Sale of Tobacco Products by Self-Service Display Prohibited.

It is unlawful for any person to display tobacco products or tobacco paraphernalia by means of a self-service display or to engage in tobacco retailing by means of a self-service display.

I. Minimum Pack Size for Little Cigars and Cigars.

No tobacco retailer shall sell or offer for sale, or possess with intent to sell or offer for sale:

1. Any single little cigar or cigar, whether or not packaged for individual sale;
2. Any number of little cigars or cigars fewer than the number contained in the manufacturer's original packaging intended for sale to a consumer;
3. Any package of little cigars or cigars containing fewer than twenty (20) little cigars or cigars.
4. This subsection does not apply to the sale or offer for sale of a single cigar for which the retail price (exclusive of all applicable taxes and fees) exceeds \$5.00. This minimum retail amount may be adjusted from time to time by a resolution of the City Council.

J. Sale of Flavored Tobacco Products Prohibited.

(a) It shall be a violation of this chapter for any tobacco retailer or any of the tobacco retailer's agents or employees to sell, offer for sale, or to possess with intent to sell or offer for sale, any flavored tobacco product.

(b) There shall be a rebuttable presumption that a tobacco retailer in possession of four or more flavored tobacco products, including but not limited to individual flavored tobacco products, packages of flavored tobacco products, or any combination thereof, possesses such flavored tobacco products with intent to sell or offer for sale.

(c) There shall be a rebuttable presumption that a tobacco product is a flavored tobacco product if a tobacco retailer, manufacturer, or any employee or agent of a tobacco retailer or manufacturer has:

- (1) made a public statement or claim that the tobacco product imparts a Characterizing Flavor;
- (2) used text and/or images on the Tobacco Product's Labeling or Packaging to explicitly or implicitly indicate that the Tobacco Product imparts a Characterizing Flavor; or
- (3) taken action directed to Consumers that would be reasonably expected to cause Consumers to believe the Tobacco Product imparts a Characterizing Flavor.

K. Sale of electronic cigarettes prohibited.

(1) The sale by a Tobacco Retailer of an Electronic Cigarette is prohibited where the Electronic Cigarette:

- A. is a New Tobacco Product;
- B. requires premarket review under 21 U.S.C. § 387j, as may be amended from time to time; and
- C. does not have a premarket review order under 21 U.S.C. § 387j(c)(1)(A)(i), as may be amended from time to time.

(2) For the purposes of subsection (k)(1), Electronic Cigarette shall have the definition set forth in the California Revenue and Taxation Code Section 30121, as may be amended from time to time.

(3) For the purposes of subsection (k)(1), New Tobacco Product has the meaning set forth in 21 U.S.C. § 387j(a)(1), as may be amended from time to time.

SECTION II. Severability.

If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the ordinance. The City Council hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause, and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid or unconstitutional.

SECTION III. Effective Date.

This Ordinance shall be effective 114 days after passage and adoption.

First introduced at a regular meeting of the City Council of the City of Richmond held on _____ and finally passed and adopted at a regular meeting held on _____ by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

Clerk of the City of Richmond
(SEAL)

Approved:

Mayor

Approved as to form:

City Attorney

IN THE CITY COUNCIL OF THE CITY OF LIVERMORE, CALIFORNIA
AN ORDINANCE REGULATING TOBACCO PRODUCT SALES, REQUIRING
THE LICENSURE OF TOBACCO RETAILERS, AND AMENDING THE
LIVERMORE MUNICIPAL CODE TO ADD A NEW CHAPTER 5.50,
TOBACCO RETAIL LICENSING

The City of Livermore has a substantial interest in promoting compliance with federal, state, and local laws intended to regulate tobacco sales; in discouraging the illegal purchase of tobacco products by persons under 21 years of age; in promoting compliance with laws prohibiting sales of cigarettes and tobacco products to persons under 21 years of age; and in protecting youth and underserved populations from the harms of tobacco.

State law expressly authorizes cities to enact local tobacco retail licensing ordinances, and allows for the suspension or revocation of a local license for a violation of any state tobacco control law. (California Business. & Professions Code § 22971.3.)

State law prohibits the sale or furnishing of cigarettes, tobacco products, and smoking paraphernalia to persons under 21 years of age except active duty military personnel who are 18 years of age or older (California Penal Code § 308).

Groups including ChangeLab Solutions, Flavors Hook Kids Livermore, the Asian Pacific Islander Coalition for Health Against Tobacco, and the American Lung Association have produced information summarizing and citing studies and data gathered and analyzed by the Centers for Disease Control and Prevention, California Department of Public Health, Alameda County Public Health Department, Stanford Prevention Research Center, GreenInfo Network, and numerous other governmental, academic, and private agencies that show:

- Between 2004 and 2014, use of non-menthol cigarettes decreased among all populations, but overall use of menthol cigarettes increased among young adults (18 to 25 years of age) and adults (over 26 years of age);
- From 2013 to 2015, an estimated 15% of 9th and 11th grade students in California reported using electronic smoking devices;
- In 2015, 7.6% of California tobacco retailers unlawfully sold tobacco products to minors;
- In 2016, an estimated 82% of tobacco retailers in California sold flavored non-cigarette tobacco products, over 90% of tobacco retailers sold menthol cigarettes,

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and 80% of tobacco retailers near schools sold flavored non-cigarette tobacco products;

- Unlike cigarette use that has steadily declined among youth, the prevalence of the use of non-cigarette tobacco products has remained statistically unchanged and, in some cases, increased among youth;
- Flavored tobacco has significant public health implications for youth and people of color as a result of targeted industry marketing strategies and product manipulation;
- Mentholated and flavored products have been shown to be “starter” products for youth who begin using tobacco and these products help establish tobacco habits that can lead to long-term addiction;
- Over 9% of high school students in California reported buying their own electronic cigarette from a store;
- The tobacco industry encourages youth and young adult tobacco initiation through predatory targeting, as evidenced by the following:
 - Tobacco companies target young adults ages 18 to 24 to increase their frequency of tobacco use and encourage their transition to habitual users;
 - Tobacco industry documents state that if “a man has never smoked by the age of 18, the odds are three-to-one he never will. By age 24, the odds are twenty-to-one”;
 - The tobacco industry spends an estimated \$620 million annually to market tobacco products to California residents;
- Approximately 480,000 people die in the United States from smoking-related diseases and exposure to secondhand smoke every year, making tobacco use the nation’s leading cause of preventable death;
- 5.6 million of today’s Americans who are younger than 18 years of age are projected to die prematurely from a smoking-related illness;
- As a result of the U.S. Food and Drug Administration’s ban on all flavored cigarette products (except menthol), tobacco use by youth decreased by 6% and the likelihood of a youth becoming a cigarette smoker post flavor ban fell by 17%; and,

- **Despite the state's efforts to limit youth access to tobacco, youth are still able to access tobacco products, as evidenced by the following:**
 - **Over 67% of current and former adult smokers in California started by the age of 18 and almost 100% started by the age of 26;**
 - **From 2013 to 2015, approximately 15% of 9th and 11th grade students in California reported using electronic smoking devices;**
 - **In 2017, 22.8% of high school students in California had tried cigarette smoking.**

Those groups also produced information and data that shows requiring tobacco retailers to obtain a tobacco retailer license will not unduly burden legitimate business activities of retailers who sell tobacco products to adults, but will allow the City to regulate the operation of lawful businesses to discourage violations of federal, state, and local tobacco control and youth tobacco access laws, as evidenced by the following:

- **Cigarettes are the number one product sold in convenience stores in the United States, and in 2012, they generated an average of \$622,248 in sales per store;**
- **A study found the odds of daily smoking were reduced by 2% for each 1% increase in merchant compliance with youth tobacco sales laws;**
- **Studies found increased retailer compliance and reduced tobacco sales to youth following implementation and active enforcement of youth tobacco sales laws paired with penalties for violations; and,**
- **A review of 33 California communities with strong tobacco retailer licensing ordinances found that youth sales rates declined in 32 of these communities after the ordinances were enacted, with an average decrease of 28% in the youth sales rate.**

The State of California has enacted numerous tobacco related laws that include, but are not limited to, laws that:

- **Require tobacco retailers check the identification of tobacco purchasers who reasonably appear to be under 21 years of age (California Business & Professions Code § 22956), and provide procedures for using persons under 21 years of age to conduct onsite compliance checks of tobacco retailers (California Business & Professions Code § 22952);**

- Require that tobacco retailers post a conspicuous notice at each point of sale stating that selling tobacco products to anyone under 21 years of age is illegal (California Business & Professions Code § 22952, California Penal Code § 308);
- Prohibit the sale or display of cigarettes through a self-service display and prohibits public access to cigarettes without the assistance of a clerk (California Business & Professions Code § 22962);
- Prohibit public school students from smoking or using tobacco products while on campus, while attending school-sponsored activities, or while under the supervision or control of school district employees (California Education Code § 48901(a));
- Prohibit smoking within twenty five (25) feet of a playground or a tot lot sand box area, and prohibits the use of any tobacco product within two hundred and fifty (250) feet of a youth sports event (California Health & Safety Code § 104495); and,
- Authorize local tobacco retailer licensing laws to provide for the suspension or revocation of the local tobacco retailer license for any violation of a state tobacco control law (California Business & Professions Code § 22971.3).

The federal government has enacted numerous tobacco related laws that include, but are not limited to, the Family Smoking Prevention and Tobacco Control Act ("Tobacco Control Act"), enacted in 2009. The Tobacco Control Act prohibited candy and fruit-flavored cigarettes largely because these flavored products are marketed to youth and young adults, and younger smokers were more likely than older smokers to have tried these products. Among other things, the Tobacco Control Act authorized the U.S. Food and Drug Administration ("FDA") to set national standards governing the manufacture of tobacco products, to limit levels of harmful components in tobacco products, and to require manufacturers to disclose information and research relating to the products' health effects. A central requirement of the Tobacco Control Act is premarket review of all new tobacco products. Specifically, every "new tobacco product" (defined to include any tobacco product not on the market in the United States as of February 15, 2007), must be authorized by the FDA for sale in the United States before it may enter the marketplace. A new tobacco product may not be marketed until the FDA has found that the product is: (1) appropriate for the protection of the public health upon review of a premarket tobacco application; (2) substantially equivalent to a grandfathered product; or (3) exempt from substantial equivalence requirements. In determining whether the marketing of a tobacco product is appropriate for the protection of the public health, the FDA must consider the risks and benefits of the product to the population as a whole, including users and nonusers of the product, and taking into account the increased or

decreased likelihood that existing users of tobacco products will stop using tobacco products and the increased or decreased likelihood that those who do not use tobacco products will start using them. Where there is a lack of showing that permitting the sale of a tobacco product would be appropriate for the protection of the public health, the Tobacco Control Act requires that the FDA deny an application for premarket review. The City and County of San Francisco reports that nearly all vaping devices that are sold today entered the market after 2007, but have not been reviewed by the FDA to determine if they are appropriate for the public health. In 2017, the FDA issued guidance that purports to give electronic cigarette manufacturers until August 8, 2022 to submit their application for premarket review. That guidance further purports to allow unapproved products to stay on the market indefinitely, until such time as the FDA complies with its statutory duty to conduct a premarket review to determine whether a new tobacco product poses a risk to public health. In March 2019, the FDA issued draft guidance in which it considered moving the premarket application deadline up by one year for certain flavored electronic cigarette products. It is not known when, if ever, this narrow adjustment will become final or will take effect.

Neither federal nor California state laws restrict the sale of menthol cigarettes or flavored non-cigarette tobacco products, electronic smoking devices, or the solutions used in these devices.

The City of Livermore previously adopted Municipal Code Chapter 8.10, *Smoking Pollution Control*, to protect public health by prohibiting smoking in places of employment and certain public spaces. Section 8.10.100 in that ordinance prohibits the sale or distribution of tobacco products from vending machines.

Over 130 cities and counties in California have passed tobacco retailer licensing ordinances in an effort to stop youth from using tobacco.

On June 18, 2019, the City and County of San Francisco introduced an ordinance to prohibit the sale of electronic cigarettes lacking FDA premarket approval.

California courts have affirmed the power of local jurisdictions to regulate business activity in order to discourage violations of law in several cases, including but not limited to, *Cohen v. Board of Supervisors* (1985) 40 Cal.3d 277, *Bravo Vending v. City of Rancho Mirage* (1993) 16 Cal.App.4th 383, and *Prime Gas v. City of Sacramento* (2010) 184 Cal.App.4th 697.

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NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LIVERMORE DOES ORDAIN AS FOLLOWS:

Section 1. Findings. The City Council finds that:

A. A local licensing system for tobacco retailers is appropriate to ensure that retailers comply with tobacco control laws and business standards of the City Council, to protect the health, safety, and welfare of our residents;

B. A requirement for a tobacco retailer license will not unduly burden legitimate business activities of retailers who sell or distribute cigarettes or other tobacco products to adults. It will, however, allow the City to regulate the operation of lawful businesses to discourage violations of federal, state, and local tobacco-related laws;

C. The City Council has a substantial interest in protecting youth and underserved populations from the harms of tobacco use; and

D. A local licensing system for tobacco retailers is appropriate to ensure that retailers comply with tobacco control laws and business standards of the City of Livermore in order to protect the health, safety, and welfare of our residents.

Section 2. Amendment. Chapter 5.50, *Tobacco Retail Licensing*, of the Livermore Municipal Code is hereby adopted and added to the Livermore Municipal Code as set forth in Exhibit A attached hereto.

Section 3. Environmental. The passage of this ordinance is not a project according to the definition in the California Environmental Quality Act and, therefore, is not subject to the provisions requiring environmental review.

Section 4. Severability. If any part of this ordinance is declared invalid by a court, such invalidity shall not affect any of the remaining parts.

Section 5. Publication. This ordinance shall be published once in a newspaper of general circulation of the City of Livermore within fifteen days after its adoption.

Section 6. Effective date. This ordinance shall take effect 30 days after its adoption.

The foregoing ordinance was introduced at the meeting of the City Council of the City of Livermore held on June 24, 2019, by the following vote:

AYES: Council Members Coomber, Munro, Woerner, Vice Mayor Carling,
Mayor Marchand
NOES: None
ABSENT: None
ABSTAIN: None

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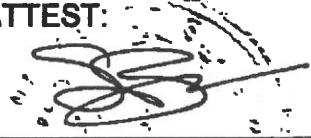
The ordinance was adopted at the regular meeting of the City Council held on July 8, 2019, by the following vote:

AYES: Council Members Coomber, Munro, Woerner, Vice Mayor Carling,
Mayor Marchand
NOES: None
ABSENT: None
ABSTAIN: None




Mayor, City of Livermore

ATTEST:



Sarah Bunting
City Clerk
Date: July 9, 2019

APPROVED AS TO FORM:



Jason Alcala
City Attorney

Exhibit A – Municipal Code Chapter 5.50, Tobacco Retail Licensing

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EXHIBIT A

CHAPTER 5.50 TOBACCO RETAIL LICENSING

- 5.50.010 Purpose.**
- 5.50.020 Definitions.**
- 5.50.030 License required.**
- 5.50.040 Ineligible to receive license.**
- 5.50.050 Locations.**
- 5.50.060 Application and renewal procedure; Fees.**
- 5.50.070 Issuance or denial.**
- 5.50.080 Licenses are not transferable.**
- 5.50.090 Licensee obligations.**
- 5.50.100 Sale of flavored tobacco, electronic smoking devices, and fluid prohibited.**
- 5.50.110 Compliance monitoring.**
- 5.50.120 Violation.**
- 5.50.130 Penalties.**
- 5.50.140 Suspension or revocation of license.**
- 5.50.150 Summary suspension and revocation of license.**
- 5.50.160 Other laws.**

5.50.010. Purpose.

The purpose of this chapter is to encourage responsible tobacco retailing and to discourage violations of tobacco related laws, especially those that prohibit or discourage the sale or distribution of tobacco products to minors. It is not the purpose of this ordinance to expand or reduce the degree to which the activities regulated by federal or state law are criminally proscribed or to alter the penalties provided for violations of federal or state tobacco-related laws.

5.50.020. Definitions.

The following words and phrases, whenever used in this chapter, shall have the meanings defined in this section unless the context clearly requires otherwise:

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A. "Arm's length transaction" means a sale in good faith and for valuable consideration that reflects the fair market value in the open market between two informed and willing parties, neither of which is under any compulsion to participate in the transaction. A sale between relatives, related companies or partners, or a sale for the primary purpose of avoiding the effect of the violations of this chapter is presumed not to be an "arm's length transaction."

B. "Characterizing flavor" means a taste or aroma, other than the taste or aroma of tobacco, imparted either prior to or during consumption of a tobacco product or any byproduct produced by a tobacco product, including, but not limited to, tastes or aromas relating to menthol, mint, wintergreen, fruit, chocolate, vanilla, honey, candy, cocoa, dessert, alcoholic beverage, herb, or spice.

C. "Department" means the Livermore Police Department and any other department, division, or person designated by the City to enforce or administer the provisions of this chapter.

D. "Electronic smoking device" means any device or delivery system that can be used to deliver nicotine in aerosolized or vaporized form to a person, as well as any component, part, or accessory for the device that is used during its operation. "Electronic smoking device" includes electronic cigarettes as defined in section 30121 of the California Revenue and Taxation Code, and any other device manufactured, distributed, marketed, or sold as an electronic cigar, an electronic cigarillo, an electronic pipe, an electronic hookah, or any other product name or descriptor, that can be used to deliver nicotine in aerosolized or vaporized form to a person. "Electronic smoking device" does not include any product that has been approved by the United States Food and Drug Administration for sale as a tobacco cessation product or for other therapeutic purposes where that product is marketed and sold solely for such approved use.

E. "Electronic smoking device fluid" means any liquid or substance that can be used by an electronic smoking device.

F. "Flavored tobacco product" means any tobacco product that imparts a characterizing flavor.

G. "License" means a tobacco retailer license issued by the City pursuant to this chapter.

H. "Licensee" means any proprietor that was issued a license by the City for tobacco retailing pursuant to this chapter.

I. "New FDA approved tobacco product" means a new tobacco product as defined in 21 U.S.C. § 387j(a)(1) of the Family Smoking Prevention and Tobacco Control Act of 2009 when that product requires premarket review by the United States Food and Drug

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Administration and that product has obtained a premarket review order under 21 U.S.C. § 387j(c)(1)(A)(i), as those statutes may be amended from time to time.

J. "Proprietor" means a person with an ownership or managerial interest in a tobacco retailing business. An ownership interest shall be deemed to exist when a person has a 10% or greater interest in stock, assets, or income of a business other than the sole interest of security for debt. A managerial interest shall be deemed to exist when a person has, or can have, sole or shared control over the day-to-day operations of a business.

K. "Tobacco paraphernalia" means any item designed or marketed for the consumption, use, or preparation of a tobacco product.

L. "Tobacco product" means: Any product containing, made from, or derived from tobacco or nicotine that is intended for human consumption, whether smoked, heated, chewed, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, including, but not limited to cigarettes, cigars, little cigars, chewing tobacco, pipe tobacco, snuff; Any electronic smoking device; Any electronic smoking device fluid; and, any component, part, or accessory of a tobacco product, whether or not sold separately. "Tobacco product" does not include any product that has been approved by the United States Food and Drug Administration for sale as a tobacco cessation product or for other therapeutic purposes where that product is marketed and sold solely for such approved use. Examples of the products approved by the United States Food and Drug Administration for the cessation of smoking include skin patches, lozenges, gum, and prescription medications. Also, "Tobacco product" does not include any drugs, devices, or combination products authorized for sale by the United States Food and Drug Administration, as those terms are defined in the Federal Food, Drug and Cosmetic Act, provided the drug, device, or combination products is not otherwise prohibited by this chapter as a flavored tobacco product.

M. "Tobacco retailer" means any person who sells, offers for sale, exchanges, or offers to exchange any tobacco, tobacco product, or tobacco paraphernalia for consideration, without regard to the quantity sold, offered for sale, exchanged, or offered to exchange.

N. "Tobacco retailing" means the conduct of selling, offering for sale, exchanging, or offering to exchange any tobacco, tobacco product, or tobacco paraphernalia for any form of consideration, without regard to the quantity sold, offered for sale, exchanged, or offered to exchange.

O. "Youth-Populated-Area" means a parcel in the city that is occupied by a: private or public kindergarten, elementary, middle, junior high, or high school; library open to the public; playground open to the public; youth center, defined as a facility where children, ages 6 to 17, inclusive, come together for programs and activities; recreation facility open to the public, defined as an area, place, structure, or other facility that is used either permanently or

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temporarily for community recreation, even though it may be used for other purposes, which includes, but is not limited to, a gymnasium, playing court, playing field, and swimming pool; or licensed commercial child-care or preschool facility.

5.50.030. License required

A. No person shall be a tobacco retailer, or conduct tobacco retailing, in the city without a valid license.

B. No person shall conduct tobacco retailing at a location in the city without a valid license for that specific location.

C. The term of each license is one year, unless the license is revoked.

D. Nothing in this chapter shall be construed to grant any person obtaining a license any status or right other than to conduct tobacco retailing at the location in the city identified on the face of the license, subject to compliance with all other applicable laws, regulations, and ordinances. Nothing in this chapter shall be construed to render inapplicable, supersede, or apply in lieu of any other provision of applicable law, including, without limitation, any condition or limitation on indoor smoking made applicable to business establishments by California Labor Code section 6404.5.

5.50.040 Ineligible to receive a license.

In addition to any other penalty authorized by law, if a court of competent jurisdiction determines, or the Department finds and determines after hearing pursuant to LMC 5.50.110.C, that any person has engaged in tobacco retailing without a valid license, either directly or through the person's agents or employees, or that a licensee violated this chapter, then that person or licensee shall be ineligible to apply for, or to be issued, a license as follows:

A. After a first violation of this chapter at a location within any five-year (5) period, no license may be issued to the person, licensee, or for the location (unless ownership of the business at the location has been transferred in an arm's length transaction), until thirty (30) days have passed from the date of the violation.

B. After a second violation of this chapter at a location within any five-year (5) period, no license may be issued to the person, licensee, or for the location (unless ownership of the business at the location has been transferred in an arm's length transaction), until ninety (90) days have passed from the date of the violation.

C. After of a third or subsequent violation of this chapter at a location within any five-year (5) period, no license may be issued to the person, licensee, or the location (unless

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ownership of the business at the location has been transferred in an arm's length transaction), until five (5) years have passed from the date of the violation.

5.50.050. Locations.

- A. Licenses shall only be issued for tobacco retailing at fixed locations.
- B. Licenses shall not be issued for itinerant tobacco retailing, tobacco retailing from vehicles or carts, or for tobacco retailing that involves the delivery of tobacco products or tobacco paraphernalia from a fixed location in the city to a customer at a different location in the city.
- C. Except as provided in subsection D below, no license shall be issued, and no existing license may be renewed, for tobacco retailing within one thousand (1,000) feet of a youth-populated-area. The distance between a youth-populated-area and a tobacco retailing location shall be measured by a straight line from the nearest point of the property line for the parcel where the youth-populated-area is located to the nearest point of the property line for the parcel where the tobacco retailing location is located or proposed to be located.
- D. The prohibition in subsection C above does not apply to following legal nonconforming tobacco retailing:
 1. Any proprietor that on the date this ordinance is adopted is lawfully conducting tobacco retailing at a location that would be prohibited by this chapter from receiving a license due to its proximity to a youth-populated-area, and which proprietor and location are otherwise eligible to receive a license, will be considered legal non-conforming general retail land use subject to the provisions in Livermore Development Code Chapter 9.16 *Nonconforming Provisions*, for the purposes of the license application, issuance, and renewal provisions in this chapter, but the proprietor must obtain a license and otherwise comply with the requirements this chapter for tobacco retailing; and,
 2. Any licensee with a license for a location that would be prohibited from receiving a license due to its proximity to a youth-populated-area that was created after the license was issued, and which licensee and location are otherwise eligible to receive a license, will be considered legal non-conforming retail land land use subject to provisions in Livermore Development Code Chapter 9.16 *Nonconforming Provisions*, for the purposes of the license application, issuance, and renewal provisions of this chapter.

5.50.060 Application and renewal procedure; Fees.

- A. All applications for a license, and to renew a license, shall be submitted to the Department in the name of each proprietor proposing to conduct tobacco retailing and shall be signed by each proprietor or an authorized agent thereof. A separate application must be

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submitted for each location where tobacco retailing will occur. Each application shall be submitted on a form supplied by the Department and must contain the following information:

1. The name, address, email address, and telephone number of each proprietor for the tobacco retailing business;
2. The business name, address, and telephone number for the fixed location for the tobacco retailing business;
3. The name, address, email address, and telephone number for the primary person authorized by each proprietor to receive all communications and notices required by, authorized by, or convenient to the enforcement of this chapter;
4. Proof that each proprietor has been issued a valid state license for the sale of tobacco products;
5. Whether or not a proprietor applying for the license was previously issued a license pursuant to this chapter that is, or was at any time, suspended or revoked, and if so, the dates of the suspension period or the date of revocation;
6. Whether or not any proprietor has been cited a violation of this chapter, and if so, the dates of the citation;
7. Whether or not any proprietor has been cited for a violation of any local, state, or federal tobacco-related law, and if so, the name of the agency that issued the citations and the dates the citation was issued; and
8. Such other information as the department deems necessary for the administration or enforcement of this chapter as specified on the application form required by this section.

B. The fee for issuance or renewal of a license shall be established by resolution of the City Council and shall be in addition to the City's business operation tax and any other license or permit fee imposed by this code upon the applicant.

1. The license fee shall be paid to the City at the time the license application is submitted.
2. The fee shall be calculated so as to recover the cost of administration and enforcement of this chapter, including, for example, issuing a license, administering the license program, retailer education, retailer inspection and compliance checks, documentation of violations, and prosecution of violators, but shall not exceed the cost of the regulatory program authorized by this chapter.

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3. License fees are nonrefundable except as may be required by law.

C. A licensee may renew a license as follows:

1. A proprietor may renew an unexpired license that has not been revoked. To renew the license, the proprietor need only submit the applicable license fee to the City no more than sixty (60) days and no less than thirty (30) days before the expiration of the license to be renewed.

2. A proprietor may renew an expired license that has been expired for less than six (6) months by submitting:

(a) A license fee and application renewal form that provides all the information required to apply for a license; and,

(b) A declaration under the penalty of perjury that the proprietor did not conduct tobacco retailing after the licensed expired, and that the proprietor will not conduct tobacco retailing until a new license is issued.

3. A proprietor may not renew a license that has been expired more than six (6) months prior to the renewal, or revoked, and must instead must submit a new application.

D. All information specified in an application pursuant to this section shall be subject to disclosure under the California Public Records Act.

5.50.070 Issuance or denial.

A. Upon the receipt of a complete license application and the license fee required by this chapter, the Department shall review the application and issue a license unless substantial evidence demonstrates that one or more of the following bases for denial exists:

1. The information presented in the application is inaccurate or false;

2. The application seeks a license for a tobacco retailing activity that is not authorized by this chapter, or is prohibited by this chapter or other law;

3. The application seeks a license for more than one location;

4. The application seeks a license for a proprietor that requires, but has not received, a valid state license for the sale of tobacco products;

5. The application seeks a license for a location that requires, but has not received, a valid state license for the sale of tobacco products;

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6. The application seeks a license for a location that is within one thousand (1,000) feet of a youth-populated-area and the location does not qualify for a legal non-conforming use exception set forth in this chapter;

7. The application seeks a license for a proprietor that this chapter provides is ineligible to receive a license; or

8. The application seeks a license for a location where a license was revoked less than five (5) years prior the application.

B. Nothing in this chapter shall be construed to vest in any person obtaining and maintaining a license any status or right to act as a tobacco retailer in contravention of any provision of law.

5.50.080. Licenses are not transferable.

A license is nontransferable. If a licensee changes business location, that licensee must obtain a new license prior to conducting tobacco retailing at the new location. If a business licensed to conduct tobacco retailing is transferred to a new proprietor, the new proprietor must obtain a license before conducting tobacco retailing at that location.

5.50.090 Licensee obligations.

A. It is the responsibility of each proprietor to be informed regarding all laws applicable to tobacco retailing, including those laws affecting the issuance of a license. No proprietor may rely on the issuance of a license as a determination by the City that the proprietor has complied with all laws applicable to tobacco retailing.

B. Each license shall be prominently displayed in an area that is visible to the public at the licensed location.

C. Each licensee shall inform the Department in writing of any change in the information submitted in an application for an issued license within ten (10) calendar days of a change.

D. No licensee shall sell a tobacco product or tobacco paraphernalia to another person who is under the age of twenty-seven (27) years without first examining the person's identification to confirm that the person is at least the minimum age for sale of tobacco products as established by state law.

E. Licensee, and the agents and employees of the licensee, shall not violate any federal or state tobacco-related laws regarding the sale of tobacco or tobacco products to underage persons.

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5.50.100. Sale of flavored tobacco, electronic smoking devices, and fluid prohibited.

A. The sale, offer for sale, exchange, or offer to exchange of any flavored tobacco product is prohibited.

1. There is a rebuttable presumption that a tobacco product is a flavored tobacco product if the product manufacturer, tobacco retailer, or any of their respective agents or employees, has made a public statement or claim that the tobacco product has or produces a characterizing flavor, including, but not limited to, text, color, or images on the product's labeling or packaging that are used to expressly or impliedly communicate that a tobacco product has a characterizing flavor.

2. There shall be a rebuttable presumption that anyone in possession of four or more flavored tobacco products as part of a commercial enterprise, including, but not limited to, individual flavored tobacco products, packages of flavored tobacco products, or any combination thereof, possesses such flavored tobacco products with intent to sell, offer for sale, exchange, or offer to exchange.

B. The sale, offer for sale, exchange, or offer to exchange of any electronic smoking device is prohibited, except where the electronic smoking device is a new FDA approved tobacco product.

C. The sale, offer for sale, exchange, or offer to exchange of any electronic smoking device fluid is prohibited, except where the electronic smoking device fluid is an FDA approved tobacco product that is not otherwise prohibited by this chapter as a flavored tobacco product.

5.50.110 Compliance monitoring.

A. Compliance with this chapter shall be monitored by the Department. In addition, any peace officer may enforce the penal provisions of this chapter. The City may designate additional persons to monitor compliance with this chapter.

B. The Department shall inspect each tobacco retailer at least one (1) time during every twelve (12) month period.

C. The Department may conduct a hearing to determine whether a licensee, or an agent or employee of the licensee, has violated any of the requirements, conditions, or prohibitions of this chapter or has pleaded guilty, no contest or its equivalent, or admitted to a violation of this chapter or any federal or state tobacco-related laws. The Department shall provide notice of the date, time, and location of the hearing to the primary person authorized by each proprietor to receive all communications and notices required by, authorized by, or convenient to the enforcement of this chapter. The hearing may not be conducted less than 14

EXHIBIT A

days after the notice for the hearing is issued. The hearing need not be conducted according to the technical rules relating to evidence and witnesses, but shall comply with the provisions in Government Code section 11512 (a), (b), and (c). Oral evidence shall be taken only upon oath or affirmation, and irrelevant and unduly repetitious evidence shall be excluded. The Department and the licensee have the right to: call and examine witnesses on any matter relevant to the issues of the hearing; introduce documentary and physical evidence; cross-examine opposing witnesses or any matter relevant to the issues of the hearing; to impeach any witness regardless of which party called the witness to testify; to rebut evidence; to take notice of any fact that may be judicially noticed, whether that notice is taken before or after the hearing; and to represent himself or herself, or to be represented by anyone of his or her choice who is lawfully permitted to do so. The Department shall mail written findings and its determination after hearing to the primary person authorized by each proprietor to receive all communications and notices required by, authorized by, or convenient to the enforcement of this chapter.

D. Nothing in this chapter creates a right of action in any licensee or other person against the City or its agents or its employees.

5.50.120 Violation.

- A. It is a violation of this ordinance to do any of the following:
1. Conduct tobacco retailing without a license;
 2. Conduct tobacco retailing at a location that is not licensed;
 3. Conduct tobacco retailing at a location that is not fixed;
 4. Conduct tobacco retailing that involves the delivery of tobacco products or tobacco paraphernalia from a fixed location in the City to a customer at a different location in the City;
 5. Fail to fulfill the licensee obligations set forth in LMC 5.50.090;
 6. Sell, offer for sale, exchange, or offer to exchange any electronic smoking device prohibited by LMC 5.50.100.B in the City;
 7. Sell, offer for sale, exchange, or offer to exchange any electronic smoking device fluid in the City;
 8. Sell, offer for sale, exchange, or offer to exchange any flavored tobacco in the City; and, to

EXHIBIT A

9. Violate any local, state, or federal law applicable to tobacco products, tobacco paraphernalia, or tobacco retailing.

B. Causing, permitting, aiding, abetting, or concealing a violation of any provision of this chapter shall also constitute a violation of this chapter.

C. Each sale in violation of this chapter shall be regarded as a new and separate offense. Each day any violation of this chapter continues shall be regarded as a new and separate offense. The remedies provided in this chapter shall be cumulative and exclusive.

D. Violations of this chapter are hereby declared to be public nuisances.

E. This ordinance is not intended and nothing in this chapter shall be interpreted to penalize the purchase, use, possession, or attempted purchase, use, or possession of tobacco products, tobacco paraphernalia, electronic smoking devices, or electronic smoking device fluid by persons under twenty-one years of age; provided, however, persons under twenty-one years of age remain subject to generally applicable laws regulating such conduct without respect to the person's age.

5.50.130. Penalties.

A. The remedies provided by this chapter are cumulative and in addition to any other remedies available at law or in equity.

B. Whenever evidence of a violation of this chapter is obtained in any part through the participation of a person under the age of twenty-one (21) years old, such person shall not be required to appear or give testimony in any civil or administrative process brought to enforce this chapter and the alleged violation shall be adjudicated based upon the sufficiency and persuasiveness of the evidence presented.

C. Violations of this chapter are subject to a civil action brought by the District Attorney or the City Attorney, punishable by a civil fine not less than two hundred fifty dollars (\$250) and not exceeding one thousand dollars (\$1,000) per violation.

D. Violations of this chapter may, in the discretion of the prosecuting District Attorney or City Attorney, be prosecuted as infractions or misdemeanors when the interests of justice so require.

E. In addition to other remedies provided by this chapter or by other law, any violation of this chapter may be remedied by a civil action brought by the City Attorney, including, for example, administrative or judicial nuisance abatement proceedings, civil code enforcement proceedings, and suits for injunctive relief.

EXHIBIT A

5.50.140. Suspension or revocation of license.

A. A license issued contrary to this chapter, contrary to any other law, or on the basis of false or misleading information supplied by a proprietor shall be revoked.

B. In addition to any other remedy authorized by law, a license shall be suspended or revoked if any court of competent jurisdiction determines, or the Department finds and determines after hearing pursuant to LMC 5.50.110.C, that the licensee, or any agent or employee of the licensee, violated any of the requirements, conditions, or prohibitions of this chapter or has pleaded guilty, no contest or its equivalent, or admitted to a violation of this chapter or any federal or state tobacco-related laws.

1. Upon a finding by the Department of a first violation of this chapter at a location within any five-year (5) period, the license shall be suspended for thirty (30) days.

2. Upon a finding by the Department of a second violation of this chapter at a location within any five-year (5) period, the license shall be suspended for one (1) year.

3. Upon a finding by the Department of three or more violations of this chapter at a location within any five-year (5) period, the license shall be revoked.

C. When a license is suspended, the licensee and all employees and agents must immediately cease all tobacco retailing and remove all tobacco products from public view from the licensed location, during the term of the suspension.

D. When a license is revoked, the licensee and all employees and agents must immediately cease all tobacco retailing and remove all tobacco products from public view from the licensed location, and no tobacco retailing may occur at that location unless and until a new license is issued pursuant to this chapter.

E. Violations at a location shall continue to be counted against a location and license ineligibility periods shall continue to apply to a location unless:

1. The tobacco retailing business at the location has been transferred to new proprietor(s) in an arm's length transaction; and

2. The new proprietor(s) obtain a license to conduct tobacco retailing at that location.

F. A decision of the Department to suspend a license is appealable to the City Manager and any appeal must be filed in writing with the City Clerk within ten days of mailing of the Department's decision. If such an appeal is timely made, it shall stay enforcement of the appealed action. The decision on the appeal by the City Manager shall be the final decision of the City.

EXHIBIT A

G. A decision of the Department to revoke is a final decision of the City, and there is not appeal to the City Manager.

5.50.150. Summary suspension and revocation of license.

As a possible alternative to the hearing for the suspension of a license following a first or second alleged violation of this chapter within any five year period, the licensee alleged to have violated this chapter may request the Department exercise its prosecutorial discretion to allow the licensee to agree to the penalties provided in this section in lieu of the penalties that would otherwise apply under this chapter and to forego a hearing on the allegations. Notice of any agreement shall be provided to the Department and no hearing shall be held. Agreements shall not be confidential and shall contain the following terms as well as any other non-criminal provisions established by the City in the interests of justice:

A. After a first alleged violation of this chapter at a location:

1. Cease all tobacco retailing and remove all tobacco products from public view from the licensed location for one (1) day,
2. Payment of an administrative penalty of one thousand dollars (\$1,000),
and
3. Admission that the violation occurred and an acknowledgment that the violation will be considered in determining the fine or penalty for any future violation.

B. After a second alleged violation of this chapter at a location within any five year period:

1. Cease all tobacco retailing and remove all tobacco products from public view from the licensed location for ten (10) days,
2. Payment of an administrative penalty of at least five thousand dollars (\$5,000), and
3. Admission that the violation occurred and an acknowledgment that the violation will be considered in determining the fine or penalty for any future violations.

5.50.160. Other laws.

This chapter does not intend and shall not be interpreted to regulate any conduct where the regulation of such conduct has been preempted by the United States or the State of California.

C.45

TO: BOARD OF SUPERVISORS
FROM: Phil Batchelor
County Administrator



CONTRA COSTA COUNTY

DATE: January 27, 1998

SUBJECT: Minicucci Associates Contract for Study of Neighborhood Change

SPECIFIC REQUEST(S) OR RECOMMENDATION(S) & BACKGROUND AND JUSTIFICATION

RECOMMENDATION(S):

APPROVE and AUTHORIZE the County Administrator, or designee, to execute a contract with Minicucci Associates with a payment limit of \$72,500 to conduct an evaluation of Neighborhood Change for the period from January 1, 1998 through December 31, 1998.

BACKGROUND/REASON(S) FOR RECOMMENDATION(S):

The Study of Neighborhood Change will seek to determine if the quality of life in three low income neighborhoods improved between 1990 and the year 2000. The study will examine specific core indicators of improvement, such as increased employment, family stabilization, neighborhood safety and school attendance. It will also look at qualitative measures; i. e., observed changes connected to a variety of program activities implemented through neighborhood service integration, mutual assistance and self help and other neighborhood programs. The objective of this study is to better understand the elements that lead to positive changes within neighborhoods and to improve the ability of public agencies and foundations to use their resources in a cost effective manner.

Contra Costa County is acting as the fiscal agent for this study. The Zellerbach Family Fund has selected Minicucci Associates to perform the evaluation.

CONTINUED ON ATTACHMENT: YES SIGNATURE: *[Handwritten Signature]*

RECOMMENDATION OF COUNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE
 APPROVE OTHER

SIGNATURE(S):

ACTION OF BOARD ON 1-27-1998 APPROVED AS RECOMMENDED OTHER

VOTE OF SUPERVISORS

UNANIMOUS (ABSENT _____)
AYES: _____ NOES: _____
ABSENT: _____ ABSTAIN: _____

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF AN ACTION TAKEN AND ENTERED ON MINUTES OF THE BOARD OF SUPERVISORS ON THE DATE SHOWN.

Contact: Sara Hoffman, 335-1090

ATTESTED January 27, 1998
PHIL BATCHELOR, CLERK OF
THE BOARD OF SUPERVISORS
AND COUNTY ADMINISTRATOR

BY *[Handwritten Signature]* DEPUTY

cc: CAO

C.46

TO: BOARD OF SUPERVISORS
FROM: PHIL BATCHELOR, COUNTY ADMINISTRATOR

DATE:

SUBJECT: APPROVING AND AUTHORIZING THE ISSUANCE OF A CHANGE ORDER TO THE CONTRACT FOR BID PACKAGE NO. 3-CONSTRUCTION OF NEW HOSPITAL, 2500 ALHAMBRA AVENUE, MARTINEZ (WH580B)

SPECIFIC REQUEST(S) OR RECOMMENDATION(S) & BACKGROUND AND JUSTIFICATION

I. RECOMMENDATION

APPROVE the issuance of Change Order No. 168 to the Contract dated February 7, 1995 issued to Centex Golden Construction Co. for the Construction of a New Hospital at 2500 Alhambra Avenue, Martinez, and AUTHORIZE the County Administrator or his designee to execute the Change Order.

II. FINANCIAL IMPACT

Change Order No. 168 totals \$120,862.00. Funds in the capital account established for the project are sufficient to cover the amount encumbered by this contract, from bond proceeds specified to the project. Bond financing for the total project cost was secured in May, 1992 in accordance with the Board of Supervisors' direction.

CONTINUED ON ATTACHMENT: X YES SIGNATURE: [Signature]
 RECOMMENDATION OF COUNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE
 APPROVE OTHER

SIGNATURE(S): _____

ACTION OF BOARD ON 1-27-1998 APPROVED AS RECOMMENDED OTHER

VOTE OF SUPERVISORS
 UNANIMOUS (ABSENT _____)
AYES: _____ NOES: _____
ABSENT: _____ ABSTAIN: _____

I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF AN ACTION TAKEN AND ENTERED ON THE MINUTES OF THE BOARD OF SUPERVISORS ON THE DATE SHOWN.

ATTESTED January 27, 1998
PHIL BATCHELOR, CLERK OF THE BOARD OF SUPERVISORS AND COUNTY ADMINISTRATOR

CONTACT: D. Bell, CAO
CC: Auditor/Controller
GSD (Accounting)
O'Brien-Kreitzberg (via CAO)
Contractor (Via CAO)

BY Shirley Casella , DEPUTY

Board Order to Approve
Issuance of a Change Order for
Merrithew Memorial Hospital Replacement Project
Bid Package No. 3

III. REASONS FOR RECOMMENDATIONS

Change Order No. 168 will provide for the following:

Proposed Change Order No. 680 – Door 1207 and 2013 changes \$27,853.00

The patient recovery area has a pair of single acting entrance doors. Code mandates that dual egress (bi-parting) doors be provided to allow emergency egress in or out of the area. In addition, to increase security, the Owner has requested that electronic changes be implemented at the double door into material management.

Proposed Change Order No. 750 – Added retaining wall and fencing behind existing wards \$49,296.00

At the rear of the hospital, changes were incorporated into the retaining wall and surrounding site work to accommodate a revised entry to the future clinical lab.

Proposed Change Order No. 510 – Revised film processor infrastructure \$ 43,713.00

Under previous directives, changes were made to the film processors and the silver recovery process. The above change order directed additional architectural, mechanical and electrical revisions. Revisions included sleeve patching, door revisions, and duct/drain deletions and rerouting.



Contra
Costa
County

To: Board of Supervisors
From: Beth Ward, Animal Services Director
Date: November 12, 2019

Subject: Animal Services Fee Schedule and Accrual of Late Fees

RECOMMENDATION(S):

1. OPEN public hearing on Resolution No. 2019/605, which establishes a new fee schedule for services provided by the Animal Services Department, RECEIVE oral and written testimony regarding the proposed fee schedule, and CLOSE hearing.
2. ADOPT Resolution No. 2019/605.
3. INTRODUCE Ordinance No. 2019-32, establishing the times when late fees accrue on unpaid animal license fees, WAIVE reading, and FIX November 19, 2019, for adoption.

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: 11/12/2019 APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

ATTESTED: November 12, 2019

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

Contact:
925-608-8470

By: , Deputy

cc:

FISCAL IMPACT:

The revised fee schedule is intended to cover a portion of the cost for new and existing services provided by the Animal Services Department. It is estimated that the proposed fee increases will generate approximately \$341,187 in additional annual revenue, which has been anticipated in the Department's 2019/20 fiscal year budget.

BACKGROUND:

On June 26, 2012, the Board of Supervisors adopted Resolution No. 2012/170 approving the Animal Services Department's current fee schedule. Since 2012, the Department's cost of providing services has increased. The Animal Services Director conducted a fee study and determined that an increase in certain fees and the creation of new fees are necessary in order to cover the costs of the services provided by the Animal Services Department. Thus, the Animal Services Department recommends amending its fee schedule to cover the increased costs of providing services, as set forth in the attached fee schedule. The attached document entitled "2019 Animal Services Fee Analysis" explains the need for adjustments to certain fees. The fees in the proposed fee schedule do not exceed the amount allowable by statute or the cost incurred by the County to provide the service or enforce the regulation.

CONSEQUENCE OF NEGATIVE ACTION:

Failure to adopt this fee schedule will result in a loss of revenue to the Department.

CLERK'S ADDENDUM

CLOSED the hearing; ADOPTED Resolution No. 2019/605 as amended to reflect an effective date of January 1, 2019; INTRODUCED Ordinance No. 2019-32, establishing the times when late fees accrue on unpaid animal license fees, WAIVED reading, and FIXED November 19, 2019, for adoption.

AGENDA ATTACHMENTS

Resolution 2019/605
2019 Animal Services Fee Analysis
Proposed 2019 Fee Schedule
Ordinance No. 2019-32

MINUTES ATTACHMENTS

Signed Resolution No. 2019/605

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

Adopted this Resolution on 11/12/2019 by the following vote:

AYE:
NO:
ABSENT:
ABSTAIN:
RECUSE:



Resolution No. 2019/605

IN THE MATTER OF ADOPTING A NEW ANIMAL SERVICES FEE SCHEDULE

WHEREAS, the Animal Services Department has conducted a fee study and determined that in order to recover the reasonable costs of services it provides, it is necessary and appropriate to amend the Department's fee schedule to impose new fees for certain services and increase certain fees;

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors as follows:

1. **Authority.** This resolution is enacted pursuant to the following statutes: Food and Agriculture Code sections 30804, 30804.5, 31251, 31253, and 31751.5.
2. **Notice and Hearing.** This resolution was adopted pursuant to the procedures set forth in Government Code Section 66018. The required notice has been given and a hearing has been held.
3. **Fee Schedule Adoption.** On and after the effective date of this resolution, the fees set forth in the Animal Services Department Fee Schedule, attached hereto and incorporated herein, are adopted and shall be charged and collected for the services enumerated therein.
4. **Supersede.** This Resolution supersedes Resolution No. 2012/170.
5. **Effective Date.** This resolution becomes effective immediately upon adoption.

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

ATTESTED: November 12, 2019

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

Contact: 925-608-8470

By: June McHuen, Deputy

cc:

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

Adopted this Resolution on 11/12/2019 by the following vote:

AYE: Gioia, Andersen, Burgis, Mitchoff, Glover
NO: \
ABSENT: \
ABSTAIN: \
RECUSE: \



Resolution No. 2019/605

IN THE MATTER OF ADOPTING A NEW ANIMAL SERVICES FEE SCHEDULE

WHEREAS, the Animal Services Department has conducted a fee study and determined that in order to recover the reasonable costs of services it provides, it is necessary and appropriate to amend the Department's fee schedule to impose new fees for certain services and increase certain fees;

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors as follows:

1. **Authority.** This resolution is enacted pursuant to the following statutes: Food and Agriculture Code sections 30804, 30804.5, 31251, 31253, and 31751.5.
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3. **Fee Schedule Adoption.** On and after the effective date of this resolution, the fees set forth in the Animal Services Department Fee Schedule, attached hereto and incorporated herein, are adopted and shall be charged and collected for the services enumerated therein.
4. **Supersede.** This Resolution supersedes Resolution No. 2012/170.
5. **Effective Date.** This resolution becomes effective January 1, 2020.

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

ATTESTED: November 12, 2019

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

By:  June McHuen, Deputy

Contact: 925-608-8470

cc:

**ANIMAL SERVICES DEPARTMENT
2019 Fee Analysis**

a. Spay/Neuter Fees

a. Fee to spay a dog (under 20 pounds) = \$121.00 (an increase of \$27.00)

Clerical Time: 15 minutes for each medical procedure

Clerical personnel are responsible for scheduling the initial medical appointment, checking the animal in, processing any paperwork, data entry into the Chameleon software system, and processing payments.

Registered Veterinary Technician Time: 45 minutes for each medical procedure.

The Registered Veterinary Technicians (RVT) is responsible for weighing the animal to determine the quantity of drugs that will be administered; addressing any questions or concerns from the animal's owner; preparing both the animal and the surgery area for the surgical procedure; performs the anesthesia process; assists the Veterinarian during the surgery; monitors the animal during the surgery; monitors the animal in recovery after surgery; provides any post-surgery medical assistance when and if necessary; and answers any questions the owner may have regarding the post-operative recovery process, when the animal is picked up.

Veterinarian Time: 20 minutes for each medical procedure.

The Veterinary surgeon is responsible for performing an initial medical evaluation of the animal; performing the surgical procedure; Directing the support staff during recovery; and provides any additional post-surgery medical direction, when necessary.

Veterinary Assistant Time: 40 minutes for each medical procedure.

An Veterinary Assistant is responsible for transporting the animal through the entire process; monitoring the animal during surgery, including transporting the animal from the waiting room to a holding area, from the holding area to surgery, from surgery to recovery, from recovery back to the holding area and from the holding area to the waiting room, back to its owner.

There is an additional charge of \$39.00 for any animal being spayed that is found to be pregnant or in heat.

b. Fee to spay a dog (20 to 50 pounds) = \$140.00 (an increase of \$25.00)

Clerical Time: 15 minutes for each medical procedure.

Clerical personnel are responsible for scheduling the initial medical appointment, checking the animal in, processing any paperwork, data entry into the Chameleon software system, and processing payments.

Registered Veterinary Technician Time: 50 minutes for each medical procedure

The Registered Veterinary Technicians (RVT) is responsible for weighing the animal to determine the quantity of drugs that will be administered; addressing any questions or concerns from the animal's owner; preparing both the animal and the surgery area for the surgical procedure; performs the anesthesia process; assists the Veterinarian during the surgery; monitors the animal during the surgery; monitors the animal in recovery after surgery; provides any post-surgery medical assistance when and if necessary; and answers any questions the owner may have regarding the post-operative recovery process, when the animal is picked up.

Veterinarian Time: 30 minutes for each medical procedure

The Veterinary surgeon is responsible for performing an initial medical evaluation of the animal; performing the surgical procedure; Directing the support staff during recovery; and provides any additional post-surgery medical direction, when necessary.

Veterinary Assistant Time: 40 minutes for each medical procedure

An Veterinary Assistant is responsible for transporting the animal through the entire process; monitoring the animal during surgery, including transporting the animal from the waiting room to a holding area, from the holding area to surgery, from surgery to recovery, from recovery back to the holding area and from the holding area to the waiting room, back to its owner.

There is an additional charge of \$39.00 for any animal being spayed that is found to be pregnant or in heat.

c. Fee to spay a dog (50 to 100 pounds) = \$172.00 (an increase of \$22.00)

Clerical Time: 15 minutes for each medical procedure.

Clerical personnel are responsible for scheduling the initial medical appointment, checking the animal in, processing any paperwork, data entry into the Chameleon

software system, and processing payments.

Registered Veterinary Technician Time: 55 minutes for each medical procedure

The Registered Veterinary Technicians (RVT) is responsible for weighing the animal to determine the quantity of drugs that will be administered; addressing any questions or concerns from the animal's owner; preparing both the animal and the surgery area for the surgical procedure; performs the anesthesia process; assists the Veterinarian during the surgery; monitors the animal during the surgery; monitors the animal in recovery after surgery; provides any post-surgery medical assistance when and if necessary; and answers any questions the owner may have regarding the post-operative recovery process, when the animal is picked up.

Veterinarian Time: 45 minutes for each medical procedure

The Veterinary surgeon is responsible for performing an initial medical evaluation of the animal; performing the surgical procedure; Directing the support staff during recovery; and provides any additional post-surgery medical direction, when necessary.

Veterinary Assistant Time: 40 minutes for each medical procedure

An Veterinary Assistant is responsible for transporting the animal through the entire process; monitoring the animal during surgery, including transporting the animal from the waiting room to a holding area, from the holding area to surgery, from surgery to recovery, from recovery back to the holding area and from the holding area to the waiting room, back to its owner.

There is an additional charge of \$39.00 for any animal being spayed that is found to be pregnant or in heat

d. Fee to spay a dog (over 100 pounds) = \$199.00 (an increase of \$4.00)

Clerical Time: 15 minutes for each medical procedure.

Clerical personnel are responsible for scheduling the initial medical appointment, checking the animal in, processing any paperwork, data entry into the Chameleon software system, and processing payments.

Registered Veterinary Technician Time: 60 minutes for each medical procedure

The Registered Veterinary Technicians (RVT) is responsible for weighing the animal to determine the quantity of drugs that will be administered; addressing any questions or concerns from the animal's owner; preparing both the animal and the surgery area for

the surgical procedure; performs the anesthesia process; assists the Veterinarian during the surgery; monitors the animal during the surgery; monitors the animal in recovery after surgery; provides any post-surgery medical assistance when and if necessary; and answers any questions the owner may have regarding the post-operative recovery process, when the animal is picked up.

Veterinarian Time: 60 minutes for each medical procedure

The Veterinary surgeon is responsible for performing an initial medical evaluation of the animal; performing the surgical procedure; Directing the support staff during recovery; and provides any additional post-surgery medical direction, when necessary.

Veterinary Assistant Time: 40 minutes for each medical procedure

An Veterinary Assistant is responsible for transporting the animal through the entire process; monitoring the animal during surgery, including transporting the animal from the waiting room to a holding area, from the holding area to surgery, from surgery to recovery, from recovery back to the holding area and from the holding area to the waiting room, back to its owner.

There is an additional charge of \$39.00 for any animal being spayed that is found to be pregnant or in heat.

e. Fee to spay a cat = \$74.00 (an increase of \$11.00)

Clerical Time: 15 minutes for each medical procedure.

Clerical personnel are responsible for scheduling the initial medical appointment, checking the animal in, processing any paperwork, data entry into the Chameleon software system, and processing payments.

Registered Veterinary Technician Time: 20 minutes for each medical procedure

The Registered Veterinary Technicians (RVT) is responsible for weighing the animal to determine the quantity of drugs that will be administered; addressing any questions or concerns from the animal's owner; preparing both the animal and the surgery area for the surgical procedure; performs the anesthesia process; assists the Veterinarian during the surgery; monitors the animal during the surgery; monitors the animal in recovery after surgery; provides any post-surgery medical assistance when and if necessary; and answers any questions the owner may have regarding the post-operative recovery process, when the animal is picked up.

Veterinarian Time: 15 minutes for each medical procedure

The Veterinary surgeon is responsible for performing an initial medical evaluation of the animal; performing the surgical procedure; Directing the support staff during recovery; and provides any additional post-surgery medical direction, when necessary.

Veterinary Assistant Time: 15 minutes for each medical procedure

An Veterinary Assistant is responsible for transporting the animal through the entire process; monitoring the animal during surgery, including transporting the animal from the waiting room to a holding area, from the holding area to surgery, from surgery to recovery, from recovery back to the holding area and from the holding area to the waiting room, back to its owner.

There is an additional charge of \$39.00 for any animal being spayed that is found to be pregnant or in heat.

f. Fee to spay a rabbit = \$77.00 (an increase of \$24.00)

Clerical Time: 15 minutes for each medical procedure.

Clerical personnel are responsible for scheduling the initial medical appointment, checking the animal in, processing any paperwork, data entry into the Chameleon software system, and processing payments.

Registered Veterinary Technician Time: 20 minutes for each medical procedure

The Registered Veterinary Technicians (RVT) is responsible for weighing the animal to determine the quantity of drugs that will be administered; addressing any questions or concerns from the animal's owner; preparing both the animal and the surgery area for the surgical procedure; performs the anesthesia process; assists the Veterinarian during the surgery; monitors the animal during the surgery; monitors the animal in recovery after surgery; provides any post-surgery medical assistance when and if necessary; and answers any questions the owner may have regarding the post-operative recovery process, when the animal is picked up.

Veterinarian Time: 15 minutes for each medical procedure

The Veterinary surgeon is responsible for performing an initial medical evaluation of the animal; performing the surgical procedure; Directing the support staff during recovery; and provides any additional post-surgery medical direction, when necessary.

Veterinary Assistant Time: 20 minutes for each medical procedure

An Veterinary Assistant is responsible for transporting the animal through the entire process; monitoring the animal during surgery, including transporting the animal from the waiting room to a holding area, from the holding area to surgery, from surgery to recovery, from recovery back to the holding area and from the holding area to the waiting room, back to its owner.

There is an additional charge of \$39.00 for any animal being spayed that is found to be pregnant or in heat.

g. Fee to neuter a dog (under 20 pounds) = \$73.00 (an increase of \$5.00)

Clerical Time: 15 minutes for each medical procedure.

Clerical personnel are responsible for scheduling the initial medical appointment, checking the animal in, processing any paperwork, data entry into the Chameleon software system, and processing payments.

Registered Veterinary Technician Time: 25 minutes for each medical procedure

The Registered Veterinary Technicians (RVT) is responsible for weighing the animal to determine the quantity of drugs that will be administered; addressing any questions or concerns from the animal's owner; preparing both the animal and the surgery area for the surgical procedure; performs the anesthesia process; assists the Veterinarian during the surgery; monitors the animal during the surgery; monitors the animal in recovery after surgery; provides any post-surgery medical assistance when and if necessary; and answers any questions the owner may have regarding the post-operative recovery process, when the animal is picked up.

Veterinarian Time: 10 minutes for each medical procedure

The Veterinary surgeon is responsible for performing an initial medical evaluation of the animal; performing the surgical procedure; Directing the support staff during recovery; and provides any additional post-surgery medical direction, when necessary.

Veterinary Assistant Time: 20 minutes for each medical procedure

An Veterinary Assistant is responsible for transporting the animal through the entire process; monitoring the animal during surgery, including transporting the animal from the waiting room to a holding area, from the holding area to surgery, from surgery to recovery, from recovery back to the holding area and from the holding area to the waiting room, back to its owner.

There is an additional charge of \$39.00 for any animal being neutered that is found to

be cryptorchid.

h. Fee to neuter a dog (from 20 to 50 pounds) = \$89.00 (an increase of \$1.00)

Clerical Time: 15 minutes for each medical procedure.

Clerical personnel are responsible for scheduling the initial medical appointment, checking the animal in, processing any paperwork, data entry into the Chameleon software system, and processing payments.

Registered Veterinary Technician Time: 35 minutes for each medical procedure

The Registered Veterinary Technicians (RVT) is responsible for weighing the animal to determine the quantity of drugs that will be administered; addressing any questions or concerns from the animal's owner; preparing both the animal and the surgery area for the surgical procedure; performs the anesthesia process; assists the Veterinarian during the surgery; monitors the animal during the surgery; monitors the animal in recovery after surgery; provides any post-surgery medical assistance when and if necessary; and answers any questions the owner may have regarding the post-operative recovery process, when the animal is picked up.

Veterinarian Time: 15 minutes for each medical procedure

The Veterinary surgeon is responsible for performing an initial medical evaluation of the animal; performing the surgical procedure; Directing the support staff during recovery; and provides any additional post-surgery medical direction, when necessary.

Veterinary Assistant Time: 20 minutes for each medical procedure

An Veterinary Assistant is responsible for transporting the animal through the entire process; monitoring the animal during surgery, including transporting the animal from the waiting room to a holding area, from the holding area to surgery, from surgery to recovery, from recovery back to the holding area and from the holding area to the waiting room, back to its owner.

There is an additional charge of \$39.00 for any animal being neutered that is found to be cryptorchid.

i. Fee to neuter a dog (from 50 to 100 pounds) = \$107 (an decrease of \$2.00)

Clerical Time: 15 minutes for each medical procedure.

Clerical personnel are responsible for scheduling the initial medical appointment,

checking the animal in, processing any paperwork, data entry into the Chameleon software system, and processing payments.

Registered Veterinary Technician Time: 40 minutes for each medical procedure

The Registered Veterinary Technicians (RVT) is responsible for weighing the animal to determine the quantity of drugs that will be administered; addressing any questions or concerns from the animal's owner; preparing both the animal and the surgery area for the surgical procedure; performs the anesthesia process; assists the Veterinarian during the surgery; monitors the animal during the surgery; monitors the animal in recovery after surgery; provides any post-surgery medical assistance when and if necessary; and answers any questions the owner may have regarding the post-operative recovery process, when the animal is picked up.

Veterinarian Time: 20 minutes for each medical procedure

The Veterinary surgeon is responsible for performing an initial medical evaluation of the animal; performing the surgical procedure; Directing the support staff during recovery; and provides any additional post-surgery medical direction, when necessary.

Veterinary Assistant Time: 25 minutes for each medical procedure

An Veterinary Assistant is responsible for transporting the animal through the entire process; monitoring the animal during surgery, including transporting the animal from the waiting room to a holding area, from the holding area to surgery, from surgery to recovery, from recovery back to the holding area and from the holding area to the waiting room, back to its owner.

There is an additional charge of \$39.00 for any animal being neutered that is found to be cryptorchid.

j. Fee to neuter a dog (over 100 pounds) = \$111.00 (an decrease of \$24.00)

Clerical Time: 15 minutes for each medical procedure.

Clerical personnel are responsible for scheduling the initial medical appointment, checking the animal in, processing any paperwork, data entry into the Chameleon software system, and processing payments.

Registered Veterinary Technician Time: 45 minutes for each medical procedure

The Registered Veterinary Technicians (RVT) is responsible for weighing the animal to determine the quantity of drugs that will be administered; addressing any questions or

concerns from the animal's owner; preparing both the animal and the surgery area for the surgical procedure; performs the anesthesia process; assists the Veterinarian during the surgery; monitors the animal during the surgery; monitors the animal in recovery after surgery; provides any post-surgery medical assistance when and if necessary; and answers any questions the owner may have regarding the post-operative recovery process, when the animal is picked up.

Veterinarian Time: 20 minutes for each medical procedure

The Veterinary surgeon is responsible for performing an initial medical evaluation of the animal; performing the surgical procedure; Directing the support staff during recovery; and provides any additional post-surgery medical direction, when necessary.

Veterinary Assistant Time: 25 minutes for each medical procedure

An Veterinary Assistant is responsible for transporting the animal through the entire process; monitoring the animal during surgery, including transporting the animal from the waiting room to a holding area, from the holding area to surgery, from surgery to recovery, from recovery back to the holding area and from the holding area to the waiting room, back to its owner.

There is an additional charge of \$39.00 for any animal being neutered that is found to be cryptorchid.

k. Fee to neuter a cat = \$50.00 (an increase of \$8.00)

Clerical Time: 15 minutes for each medical procedure.

Clerical personnel are responsible for scheduling the initial medical appointment, checking the animal in, processing any paperwork, data entry into the Chameleon software system, and processing payments.

Registered Veterinary Technician Time: 20 minutes for each medical procedure

The Registered Veterinary Technicians (RVT) is responsible for weighing the animal to determine the quantity of drugs that will be administered; addressing any questions or concerns from the animal's owner; preparing both the animal and the surgery area for the surgical procedure; performs the anesthesia process; assists the Veterinarian during the surgery; monitors the animal during the surgery; monitors the animal in recovery after surgery; provides any post-surgery medical assistance when and if necessary; and answers any questions the owner may have regarding the post-operative recovery process, when the animal is picked up.

Veterinarian Time: 5 minutes for each medical procedure

The Veterinary surgeon is responsible for performing an initial medical evaluation of the animal; performing the surgical procedure; Directing the support staff during recovery; and provides any additional post-surgery medical direction, when necessary.

Veterinary Assistant Time: 10 minutes for each medical procedure

An Veterinary Assistant is responsible for transporting the animal through the entire process; monitoring the animal during surgery, including transporting the animal from the waiting room to a holding area, from the holding area to surgery, from surgery to recovery, from recovery back to the holding area and from the holding area to the waiting room, back to its owner.

There is an additional charge of \$39.00 for any animal being neutered that is found to be cryptorchid.

i. Fee to neuter a rabbit = \$66.00 (an increase of \$19.00)

Clerical Time: 15 minutes for each medical procedure.

Clerical personnel are responsible for scheduling the initial medical appointment, checking the animal in, processing any paperwork, data entry into the Chameleon software system, and processing payments.

Registered Veterinary Technician Time: 15 minutes for each medical procedure

The Registered Veterinary Technicians (RVT) is responsible for weighing the animal to determine the quantity of drugs that will be administered; addressing any questions or concerns from the animal's owner; preparing both the animal and the surgery area for the surgical procedure; performs the anesthesia process; assists the Veterinarian during the surgery; monitors the animal during the surgery; monitors the animal in recovery after surgery; provides any post-surgery medical assistance when and if necessary; and answers any questions the owner may have regarding the post-operative recovery process, when the animal is picked up.

Veterinarian Time: 15 minutes for each medical procedure

The Veterinary surgeon is responsible for performing an initial medical evaluation of the animal; performing the surgical procedure; Directing the support staff during recovery; and provides any additional post-surgery medical direction, when necessary.

Veterinary Assistant Time: 10 minutes for each medical procedure

An Veterinary Assistant is responsible for transporting the animal through the entire process; monitoring the animal during surgery, including transporting the animal from the waiting room to a holding area, from the holding area to surgery, from surgery to recovery, from recovery back to the holding area and from the holding area to the waiting room, back to its owner.

There is an additional charge of \$39.00 for any animal being neutered that is found to be cryptorchid.

m. Adoption Spay/Neuter Deposit - F&A 30503.(b)(1)

a. Cats = \$50.00 (Previous fee for cats = male \$40, female \$50)

b. Dogs = \$75.00 (Previous fee for dogs = \$60 male and \$75 female)

This deposit for adopted animals leaving the care of CCAS unaltered due to medical concerns is mandated by law to not be under \$40 or exceed \$75. The deposits were modified to minimize confusion for staff and the intention to encourage compliance by the new owner to have the animal altered so they can receive their deposit back.

n. Public Spay/Neuter Clinic Deposit = \$65.00 (an increase of \$34.00)

A Public Spay/Neuter Clinic deposit will be required for all members of the public to schedule an appointment for all Department Public Spay/Neuter Clinic appointment. The Public Spay/Neuter Clinic deposit will be applied when service is provided towards the final payment for services.

The Public Clinic Spay/Neuter deposit is non-refundable for all cancellations and missed appointments.

Clerical Time: 10 minutes

Clerical personnel are responsible for scheduling the initial medical appointment, changes/adjusts the daily appointment and medical schedule in the event the person no shows or is late, tries to readjust the schedule if the person arrives late and still wants services that day when the customer is late to his/her original appointment date/time, makes the appropriate data entry(s) into the Chameleon software system and processes payment.

Registered Veterinary Technician Time: 10 minutes

Veterinarian Time: 5 minutes

Animal Center Technician Time: 10 minutes

The charge for the above three positions is designed to cover time required to coordinate and prepare a shelter animal for a spay or neuter procedure. The

scheduling, surgery coordination for appropriate animals, prepare time for surgeries, and to assure that the procedure room is adequately equipped for the type of animal is included.

o. Late Pick-Up Fees \$6.00/hr.

An additional boarding fee will be charged when any animal is not picked up on time after surgery or other appointments. If the animal stays overnight then a late pick up fee of \$6.00 will be charged and a day of boarding.

p. Vaccinations

Clerical Time: 10 minutes for each vaccination.

Clerical personnel are responsible for scheduling the initial medical appointment, checking the animal in, answering all of the owner's questions and/or concerns, processing any paperwork, entering all vaccination related data into the Department's Chameleon software system and processing payment.

Vet Assistant or Center Staff Time: 10 minutes for each vaccination

The Veterinarian is responsible for being on premise when the patient is receiving its vaccine(s), in case of adverse reactions and as stated by law.

F.V.R.C.P. - 3 in 1 Combination (cat) Feline	\$19.00 (\$1.00 increase)
Leukemia	\$19.00 (\$1.00 increase)
Rabies:	\$6.00 (no change)
DA2PPV - 5 in 1	\$19.00 (an increase of \$1.00)
Bordetella intranasal	\$19.00 **New**
Bordetella injectable	\$19.00 (an increase of \$1.00)
Leptospirosis	\$19.00 **New**
CPV	\$19.00 **New**

q. Microchip fee = \$18.00 (an decrease of \$12.00)

Microchipping your pets increase the Department's return to owner rate. Expediting the return to owner process will also decrease husbandry expenses.

Clerical Time: 10 minutes for each procedure.

Clerical personnel are responsible for scheduling the initial medical appointment, checking the animal in, processing any paperwork, data entry into the Chameleon software system and processing payment.

Center Staff Time: 10 minutes for each procedure.

The Animal Center Technician is responsible for securing and transporting the animal to and from where the animal is located in the reception room to the area where the microchip is inserted.

r. Adoption Fees

The average cost to care for an animal to be made available for adoption for the Animal Services Department is \$908.21. These costs are based on an average length of stay of 30 days and includes the cost of daily care, basic medical care and spay/neuter to prepare an animal for adoption. If the Department would charge these expenses, the public access to adopt sheltered animals would be a deterrent to the organizations goal in saving lives.

Therefore, the Department compared its adoption fees to various local municipal shelter agencies. In review of the Department’s findings, the adoption fees below are recommended, which include covering the costs on average for spay or neuter, all vaccinations, a one-year license and microchip for dog or cat. The fees below help to support the Department’s expenses, while supporting our community’s lifesaving efforts.

Dogs:

Fees for Adopting Dogs	
Age of Dog	Fee
Puppies under six months	\$155.00
Dogs under six years	\$135.00
Dogs over six years	\$85.00
Senior citizens (over 65 years of age) adopting dogs over six years old	\$5.00

Cats:

Fees for Adopting Cats	
Age of Cat	Fee
Kittens under four months	\$120.00
Cats under six years	\$100.00
Cats over six years	\$55.00
Senior citizens (over 65 years of age) adopting cats over six years old	\$5.00

Small Animals:

Small Animal Adoption Fees	Fee
Rabbits	\$25.00
Guinea Pigs	\$10.00
Hamsters / Mice	\$5.00

s. **Dog Training Classes**

Fees for dog training classes are in the table below. The Department has implemented dog-training classes for new pet owners adopting from Contra Costa Animal Services and to general members of the public to promote responsible pet ownership.

Cost for privately owned dog training services are \$150 and the fees are based on CCAS contract reimbursement for dog trainers at \$100 per session and \$50 for administration process fees.

Cost for adopted dogs are \$100 to cover reimbursement for dog trainers is at \$100 per session and CCAS is absorbing the administration processing fees, because studies show that adopted dogs are less likely to be returned after obedience classes.

Public Basic Obedience Class for Adopted Dogs	\$100.00
Public Basic Obedience Class for privately owned dogs	\$150.00

t. **Trap Deposits**

Fees were adjusted to meet the increased costs of replacing traps that are not returned by the renter. Failure to return the trap will forfeit the deposit and allow CCAS to replace the trap for our rental program. The cost to replace a trap that is not returned by a renter is:

Cat trap = \$70.00 and a Dog Trap = \$320.00.

u. **Cat Den Deposits**

Fees were adjusted to meet the cost of replacing cat dens that are not returned by the renter. Failure to return the den will forfeit the deposit and allow CCAS to replace the trap for our rental program. The cost to replace a Cat Den that is not returned by a renter is:

Cat Dens: \$100.00.

v. **Subpoena**

- w. The Department occasionally receives subpoenas for its employees to testify at depositions and hearings and in court. For each appearance in response to a subpoena, the Department will charge the fee allowed by California Government Code § 68097.2.

Subpoena: Fee per Gov. Code § 68097.2

x. **Potentially Dangerous and Dangerous Animal Fees**

The Fees were adjusted to correct an omission from last fee schedule proposal in 2012 where the PDA application fee was removed and annual permit fees were increased. New proposal is to bring back the application fee of \$200.00 and reduce the annual permit fee from \$500.00/yr. to \$300.00/yr. We will also be adding a filing fee for a PDA or DA hearing of \$100.00. These changes help to increase opportunities for families to keep their pets, increase compliance in paying permit fees and to close the gaps of the costs associated with investigating a case and when necessary holding a hearing.

Permit Application Cost	Est. Time	Avg. Hrly. Rate		Total Cost
Sergeants Investigation	4.00	\$66.64		\$267
Clerical Permit Processing	1.00	\$43.22		\$43
			Total PDA/DA Permit Cost:	\$310
Hearing Cost	Est. Time	Avg. Hrly. Rate		Total Cost
Sergeants report process	9.00	\$66.64		\$600
Hearing Officer	8.00	\$95.00		\$760
Annual Clerical Permit Processing	1.00	\$43.22		\$43
			Total PDA/DA Process Cost:	\$1,403
PDA/DA Permit Management	Est. Time (yearly)	Avg. Hrly. Rate		Total Cost
Sergeants Permit Management	9.00	\$66.64		\$600
Clerical Permit Management	0.50	\$43.22		\$22
			Total PDA/DA Yearly Permit Cost:	\$621

y. **License Fee Refunds and Credits**

License fees once paid are nonrefundable.

If within 120 days the owner of an animal, who has purchased a one-year license and whose animal is under one year of age submits proof from a licensed veterinarian that the animal has been spayed or neutered, a credit equal to the one-year license fee for a spayed or neutered

animal will be applied to the next animal license purchased by the owner, if requested by the owner.

z. License Recommendations

The fees for licensing are governed under the State of California Food and Agricultural Code 30804 and 30804.5.

The cost associated with licensing a dog for one year includes the fees to Pet Data, the clerical staff time for answering calls and handling transactions, administrative overhead costs, cost for supplies and a portion of the cost to help defray the costs of an hour of staff time and material while impounding strays is as follows:

	Unaltered 1 year	
PetData	\$	4.10
Clerical	\$	3.60
Administration Deposit	\$	1.16
Tags	\$	5.00
Shelter and Medical	\$	51.00
	\$	64.86
	Altered 1 year	
1/2 price of Unaltered*	\$	32.43
Per F&A 30804.5		

The Department also reviewed and compared licensing fees and compliance to other local municipal shelters. Our goal was to find a pricing structure that was easier and more affordable for our residents, to help cover the majority of our costs while helping to promote spay and neuter and increase licensing compliance to help get lost pets' home quickly.

The Department's current license program is a 1, 2 or 3-year license program, which has created frustration and confusions for members of public. Often the rabies vaccine timeframe does not match the term of the license (example: Rabies vaccination for 12 months and pet owner purchases license 3 months after vaccination is given, which a one year license would expire in 9 months).

In order to eliminate the confusion our citizens have when they have a vaccine that is not good for a full calendar year. We are recommending the following:

- Change license fees from a 1-3 year program to a variable program based on valid rabies certificates
- Increase the altered one year license fee from \$20.00 to \$25.00 to help offset some of the expenses. This still remains in compliance with F&A 30804.5 to ensure it is a least half of the price for a one year license for an unaltered license.

- Round up the unaltered 1 yr. license to \$65.00
- Have the 12-36 month license fee be less than the fees would be if a person was to purchase 3 one year licenses to incentivize people to purchase a license for longer periods and increase compliance.
- Reduce the late fee from \$40.00 to \$20.00 to increase compliance.
- Modify the timing for instituting the late fee from 60 days past expiration date to 30 days past expiration date to increase compliance.
- Increase the costs of a replacement tag to cover the costs of material and staff time to process paperwork.
- Provide more incentives for seniors and active military/veterans to license their altered pets by offering first altered pet free all others at 50% price license fee for more than 1 pet. Unaltered pets at regular fees.
- Allocate \$10.00 from every unaltered license fee sold to the animal benefit fund to support community low cost spay and neuter programs.
- Guide, hearing, law enforcement dog license fees remain unchanged, along with citation fees.

	Dog	Cat
3-12 months altered	\$25.00	\$25.00
3-12 months unaltered	\$65.00	\$65.00
12months-36 months altered	\$60.00	\$60.00
12months-36 months unaltered	\$180.00	\$180.00
Late fee (30 days past expiration date)	\$20.00	
License replacement tag	\$7.00	
*License Senior Citizen (over 65 years of age)	First altered pet free all others at 50% price license fee for more than 1 pet. Unaltered pets at regular fees.	
**Active Military or Veteran	First altered pet free all others at 50% price license fee for more than 1 pet. Unaltered pets at regular fees.	
**Guide/Hear. Law Enforcement dogs		
upon proof of working dog status	0.00	
(See C.C. Co. Ord. 416-6.004)	0.00	
Citation Clearing Fee	\$40.00	

More information on Senior, Active Military and Veteran Licenses:

Senior citizens who can document that they are 65 years or age or older and Active military or Veterans who can document that they are active or were discharged with an honorable or general – under honorable conditions discharge, will be issued one 12 – 36 month altered license for their cat or dog. This is good for only one pet per address per 12-36 month period. Additional altered pets will be charged at 50% of regular license fees. Unaltered animal licenses will be charged at full fees. This change is being made as the Department must recover some of the costs associated with these services to maintain reasonable fees to other customers.

The Animal Services Department fees for services have been calculated based on the following hourly raters per position:

	Hourly Average		Minute avg.
RVT hourly rate avg.	42.54		0.71
VA hourly rate avg.	37.46		0.62
Clerical hour rate avg.	43.22		0.72
DVM hourly rate avg.	82.50		1.38
Center Staff rate avg.	41.55		0.69
Animal Services Officer	55.58		0.93
Animal Services Sergeant	66.64		1.11

Contra Costa County Animal Services Department Fee Schedule

Dog & Cat License Fees

3-12 months altered	\$25.00	**
12-36 months altered	\$60.00	**
3-12 months unaltered	\$65.00	**
12-36 months unaltered	\$180.00	**
Owner Senior Citizen (over 65 years of age) altered <i>First pet free all others at 50% price licenses for more than 1 pet (no senior rates for unaltered pets)</i>	\$0.00	**
Active Military or Veteran <i>First pet free all others at 50% price licenses for more than 1 pet (no veterans rates for unaltered pets)</i>	\$0.00	**
License replacement tag	\$7.00	
Late fee (30 days past expiration date) (See C.C. Co. Ord. 416-6.212)	\$20.00	**
Guide/Hear. Law Enforcement dogs upon proof of working dog status (See C.C. Co. Ord. 416-6.004)	\$0.00	
Citation Clearing Fee	\$40.00	

Adoption Fees

Dogs - includes S/N, vaccines, microchip, 1 yr license

Age of Dog	Fee	
Puppies under six months	\$155.00	**
Dogs under six years	\$135.00	**
Dogs over six years	\$85.00	**
Senior citizens (over 65 years of age) adopting dogs over 6 years old	\$5.00	**

Cats - includes S/N, vaccines, microchip, 1 yr license

Age of Cat	Fee	
Kittens under four months	\$120.00	**
Cats under six years	\$100.00	**
Cats over six years	\$55.00	**
Senior citizens (over 65 years of age) adopting cats over 6 years old	\$5.00	**

Small Animal Adoption Fees

	Fee	
Rabbits - includes S/N, microchip	\$25.00	**
Guinea Pigs	\$10.00	**
Hamsters / Mice	\$5.00	**

Adoption fees for other animals

by sealed bid process.		
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Surrender Fees

Licensed Live Dog or Cat	\$30.00	
Unlicensed Live Dog or Cat	\$50.00	
Misc. animal under 20 lbs.	\$30.00	
Misc. animal 20 to 100 lbs.	\$75.00	
Misc. animal over 100 lbs.	\$225.00	
*Unweaned litter with adult-charge for adult animal		
*Litter only-charge and count as 1 adult animal		

Impound Fees

Dog in field/or at Center	\$65.00	
Cat, Rabbit, Bird, Fowl or other small animals	\$65.00	
Cows, Bulls, Steers, Burros, Hogs		
Horses, Sheep, Lambs, Goats		
and Other large animals		
Actual Costs--Minimum \$100.00 OR	AC/\$100min	
If SUV used, Minimum is \$235.00	AC/\$235.min	

Impound Penalty

Second pickup within 12 months	\$100.00	
Third pickup within 24 months	\$150.00	
Fourth pickup within 36 months	\$200.00	

Additional Penalty - Impound Unaltered

First Impound-Unspayed/Unneutered	\$35.00	
Second Impound-Unspayed/Unneutered	\$50.00	
Third Impound-Unspayed/Unneutered	\$100.00	

Board Fees

Dog or Cat--per day	\$25.00	
Other small animal-not specified	\$21.00	
Cows, Bulls, Steers, Burros, Hogs		
Horses, Sheep, Lambs, Goats-----		
Other large animals--per day	\$29.00	

Quarantine Fees

Home quarantine admin. fee (no board)	\$100.00	
Quarantine Board (Dogs/Cats) /day	\$35.00	
Quarantine Board (Large animals)/ day	\$50.00	

Pickup Request Fees

Fees for all owned dogs, cats and misc. animals under 100 lbs, dead or alive, picked up in the field or at the owner's home will be	\$75.00	
Fee to pick up miscellaneous animals over 100 lbs is the actual cost - minimum \$225.00	AC/\$225.min	
Fee per hour per officer is determined by ASD	\$46.00	
Transport fee	\$75.00	

Disposal Fees at Center

Licensed Dead Animal	\$0.00	
Unlicensed Dog or Cat	\$30.00	
Misc. dead animal under 20 lbs.	\$15.00	
Misc. dead animal 20 - 100 lbs.	\$30.00	
Misc. dead animal over 100 lbs	\$225.00	

**** indicates a change or a new fee**

Disposal Fee for Vet Hospital

Disposal fee for vet. hosp. Pickup-first animal	\$50.00	
Each additional animal in same pickup	\$15.00	
(Maximum limit per pickup is six (6) animals)		
Pickup of misc. animals over 100# is		
Actual Costs with Minimum \$75.00	AC/\$75min	
If SUV used Minimum is \$225.00 OR	AC/\$225min	

Other Vet Treatments-FOR IMPOUNDED ANIMALS

Level 1 - Medical Treatment Level	\$10.00	
Level 2 - Medical Treatment Level	\$15.00	
Level 3 - Medical Treatment Level	\$25.00	
Level 4 - Medical Treatment Level	\$90.00	
Level 5 - Medical Treatment Level	\$150.00	
Level 6 - Medical Treatment Level	\$300.00	

Traps

Cat Trap Deposit	\$70.00	**
Cat Trap rental per day	\$7.00	**
Cat Den Deposit	\$100.00	**
Cat Den rental per day	\$10.00	**
Dog Trap Deposit (with supervisor approval only)	\$320.00	**
Dog Trap rental per day	\$15.00	
Servicing trap in field with supervisor approval	\$100.00	

Spay/Neuter Deposit Fees - Adopted

Cats	\$50.00	**
Dogs	\$75.00	**

Potentially Dangerous Animals

Application	\$200.00	**
PDA Permit Fee - renew annually	\$300.00	**
Delinquent Fee	\$200.00	
Penalty Fee - if unlicensed at time of renewal	\$100.00	

Public Spay/Neuter Clinic Fees

Spay: Female		
Dogs under 20lbs	\$121.00	**
Dogs 20 to 50 lbs	\$140.00	**
Dogs 50 to 100 lbs	\$172.00	**
Dogs over 100 lbs	\$199.00	**
Cats	\$74.00	**
Rabbits	\$77.00	**
Neuter: Male		
Dogs under 20 lbs	\$73.00	**
Dogs 20 to 50 lbs	\$89.00	**
Dogs 50 to 100 lbs	\$107.00	**
Dogs over 100 lbs	\$111.00	**
Cats	\$50.00	**
Rabbits	\$66.00	**

Dangerous Animals

Application	\$300.00	
Permit Fee - renew annually	\$600.00	**
Delinquent Fee	\$200.00	
Penalty Fee - if unlicensed at time of renewal	\$100.00	

Public S/N Deposit (applied to S/N fee at time of appointment, non-refundable if no show)

	\$65.00	**
Late animal pickup fee--prorated by the hour for each hour an animal remains after pick up time.	\$ 6.00 hr	**
Add charge for animals in heat, preg, crypt	\$39.00	**

Prohibited Dog - Convicted Felon

Permit Fee - renew annually	\$175.00	
Delinquent Fee	\$200.00	

Subpoena

Fee per CA. Gov. Code § 68097.2		**
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Hearing

Filing Fee - due upon request of hearing	\$100.00	**
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Home Inspection Fee

First one Free (PDA/DA and Prohibited dog)	N/C	
Additional (PDA/DA and Prohibited dog)	\$100.00	

Governmental Fees

Emergency/Disaster Response--emergency assist to another governmental jurisdiction is actual cost--bill to agency		
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Photocopy Fee

Photocopy fee equal to direct cost of duplication--minimum \$1.00		
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Miscellaneous Fees

Cat carrying containers (including tax)	\$5.00	
Leash (including tax)	\$1.00	
E-Collar	\$8.00	

Vaccinations

Dogs:		
DA2PPV (dog-5 in 1 combo)	\$19.00	**
Rabies (dog)	\$6.00	
Bordetella - intranasal	\$19.00	**
Bordetella - injectable	\$19.00	**
Leptospirosis	\$19.00	**
CPV	\$19.00	**
Cats:		
F.V.R.C.P. (cat-3 in 1 combo)	\$19.00	**
Rabies (cat)	\$6.00	
Feline Leukemia	\$19.00	**
Microchip Fee	\$18.00	**

Training Class Fees

PDA/DA Class	\$100.00	
Public Basic Obedience Class for Adopted Dogs	\$100.00	**
Public Basic Obedience Class for privately owned dog	\$150.00	**

** indicates a change or a new fee

ORDINANCE NO. 2019-32

(ANIMAL SERVICES DEPARTMENT LICENSE LATE FEES)

The Contra Costa County Board of Supervisors ordains as follows:

SECTION I. SUMMARY. This ordinance amends the County Ordinance Code to reduce from 60 days to 30 days the time when late fees begin to accrue on unpaid fees for licenses issued by the Animal Services Department.

SECTION II. Section 416-6.012 of the County Ordinance Code is amended to read:

- (a) Licenses are valid for time periods specified by the board of supervisors.
- (b) License fees are due and payable at times specified by the board of supervisors.
- (c) Late fees accrue if a license fee is not paid within 30 days after it is due and payable. (Ords. 2019-32, § II; 80-97, § 2.)

SECTION III. Section 416-6.212 of the County Ordinance Code is amended to read:

- (a) Late fees accrue if a person does not obtain a multiple pet license or a kennel license within 30 days after keeping, harboring, possessing, or maintaining animals in excess of the numbers specified in this article.
- (b) Late fees accrue if a renewal license is not paid within 30 days after it is due and payable. (Ords. 2019-32, § II; 80-97, § 2.)

SECTION IV. EFFECTIVE DATE. This ordinance becomes effective 30 days after passage, and within 15 days after passage must be published once with the names of supervisors voting for or against it in the Contra Costa Times, a newspaper published in this County.

PASSED ON _____ by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST: DAVID J. TWA,
Clerk of the Board of Supervisors
and County Administrator

Board Chair

By: _____
Deputy

[SEAL]

KSK:
H:\Animal Services\Fee Schedule\Revised Ordinance re late fees.docx



Contra
Costa
County

To: Board of Supervisors
From: John Kopchik, Director, Conservation & Development Department
Date: November 12, 2019

Subject: HEARING to consider adopting Ordinance No. 2019-31, adopting the 2019 California Building Standard Codes

RECOMMENDATION(S):

1. OPEN the public hearing on Ordinance No. 2019-31, RECEIVE testimony, and CLOSE the public hearing.
2. ADOPT Ordinance No 2019-31, adopting the 2019 California Building Standard Code (CBSC), the 2019 California Residential Code, the 2019 California Green Building Standards Code, the 2019 California Electrical Code, the 2019 California Plumbing Code, the 2019 California Mechanical Code, and the 2019 Existing Building Code, with changes, additions and deletions.
3. ADOPT the attached findings in support of the County's changes, additions and deletions to the statewide codes.
4. DIRECT the publication of the ordinance summary prepared by County Counsel and DIRECT the Clerk of the Board of Supervisors to post a certified copy of the full text of the adopted ordinance in the office of the Clerk of the Board, in accordance with Government Code section 25124 (b).
5. DIRECT the Department of Conservation and Development, pursuant to Health and Safety Code section 17958.7, to send a certified copy of Ordinance No. 2019-31, the attached findings, and this Board Order to

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/12/2019** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: November 12, 2019

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

By: June McHuen, Deputy

Contact: Jason Crapo,
925-674-7722

cc:

RECOMMENDATION(S): (CONTD)

the California Department of Housing and Community Development and to the California Building Standards Commission.

6. FIND that adoption of the ordinance is exempt from CEQA pursuant to CEQA Guidelines section 15061(b)(3).

7. DIRECT staff to file a Notice of Exemption with the County Clerk.

FISCAL IMPACT:

None

BACKGROUND:

The California Building Standards Commission has adopted the 2019 California Building Standards Code (CBSC), replacing the 2016 CBSC. The CBSC includes the California Building, Residential, Electrical, Plumbing, Mechanical, Green Building Standards, Energy, Historical Building and Existing Building Codes. These statewide codes will be effective January 1, 2020. The Department of Conservation and Development is responsible for enforcing the CBSC within the unincorporated area of the County.

Although these codes apply statewide, Health and Safety Code sections 17958.5 and 18941.5 authorize a local jurisdiction to modify or change these codes and establish more restrictive building standards if the local jurisdiction finds that the changes and modifications are reasonably necessary because of local climatic, geological, topographical, or environmental conditions. The attached proposed ordinance would adopt the statewide codes and amend them to address local conditions.

The proposed Ordinance No 2019-31 was introduced at the October 22, 2019 Board meeting. It amends the statewide codes due to local climatic, geographical, topographical, and environmental conditions. These conditions are described in the attached Findings. The following are the substantive changes to the 2019 California Building Standards Code:

Modifications to the 2019 California Building Code

- Require installation of hard-wired smoke detectors in existing flat roof buildings when a pitched roof is added on top of the existing flat roof, and the solid sheathing of the flat roof is not removed. This amendment is the same as the local amendment made to the previous statewide code.
- Require more reinforcing in some building foundations to better withstand seismic forces found in the region of California. This amendment is the same as the local amendment made to the previous statewide code.

Modifications to the 2019 California Residential Code

- Prohibit the use of gypsum wallboard as seismic bracing, and restrict the use of Portland Cement Plaster as seismic bracing to single-story, single-and two-family dwellings and accessory structures. These amendments are the same as the previous code cycle and are based on the performance of these materials during previous earthquakes in California.

Modifications to the 2019 California Green Building Standards Code

- Electric vehicle charging station requirements for new multi-family buildings will be amended as follows. The statewide code requires 10 percent of parking space be designated as Electric Vehicle Charging Spaces

("EV spaces") and equipped with the electrical conduit and other associated electrical infrastructure to support the future installation of electrical vehicle charging devices. The ordinance would require that half of the designated EV spaces (5% of the total number of parking spaces) be equipped with fully operational electrical vehicle charging equipment. This amendment would impose a stricter standard than that included in the statewide code, and the percentage of parking spaces required to be equipped with fully operational charging equipment is consistent with the current policy previously adopted by the Board.

- Electrical vehicle charging station requirements for non-residential buildings will be amended as follows. The statewide code generally requires 6 percent of parking spaces be designated as Electric Vehicle Charging Spaces ("EV spaces") and equipped with the electrical conduit and other associated electrical infrastructure to support the future installation of electric vehicle charging devices. The ordinance would require that all designated EV spaces be equipped with fully operational electric vehicle charging equipment. This amendment is the same local amendment made to the previous statewide code.
- More restrictive construction waste reduction, disposal and recycling standards consistent with those presently enforced in the County, including the following. Apply construction waste management requirements in the statewide code to certain projects for existing residential buildings, including: demolition projects when a demolition permit is required, except demolition projects that are necessary to abate a public nuisance; projects that impact 5,000 square feet or more of the total combined conditioned and unconditioned building area; projects that increase the total combined conditioned and unconditioned building area by 5,000 square feet or more. Delete the exception from construction waste management requirements for projects solely based on their isolated location from diversion facilities. Require measuring and documentation of all generated debris to ensure that at least 65% is diverted from landfills.

Modifications to the 2019 California Existing Building Code

The amendments to the 2019 California Existing Building Code are not substantive in nature and are limited to administrative provisions for the use and enforcement of this Code and to be consistent with the administrative provisions of the other statewide codes as amended.

CONSEQUENCE OF NEGATIVE ACTION:

If the proposed ordinance is not approved, the County will not adopt the 2019 California Building Standards Code as amended.

AGENDA ATTACHMENTS

Findings

Ordinance No. 2019-31

MINUTES ATTACHMENTS

Signed Ordinance No. 2019-31

CONTRA COSTA COUNTY
FINDINGS IN SUPPORT OF CHANGES, ADDITIONS, AND DELETIONS TO
STATEWIDE BUILDING STANDARDS CODE

The California Building Standards Commission has adopted and published the 2019 Building Standards Code, which is comprised of the 2019 California Building, Residential, Green Building Standards, Electrical, Plumbing, Mechanical, and Existing Building Codes. These codes are enforced in Contra Costa County by the Building Inspection Division of the Department of Conservation and Development.

Although these codes apply statewide, Health and Safety Code sections 17958.5 and 18941.5 authorize a local jurisdiction to modify or change these codes and establish more restrictive building standards if the jurisdiction finds that the modifications and changes are reasonably necessary because of local climatic, geological, or topographical conditions. For amendments to the California Green Building Standards Code, local climatic, geological, and topographical conditions include local environmental conditions.

Ordinance No. 2019-31 adopts the statewide codes and amends them to address local conditions. Pursuant to Health and Safety Code section 17958.7, the Contra Costa County Board of Supervisors finds that the more restrictive standards contained in Ordinance No. 2019-31 are reasonably necessary because of the local climatic, geological, and topographic conditions that are described below.

I. Local Conditions

A. Geological and Topographic

1. Seismicity

(a) Conditions

Contra Costa County is located in Seismic Design Categories D and E, which designates very high risk for earthquakes. Buildings and other structures in these zones can experience major seismic damage. Contra Costa County is near numerous earthquake faults including the San Andreas Fault, and all or portions of the Hayward, Calaveras, Concord, Antioch, Mt. Diablo, and other lesser faults. A 4.1 earthquake with its epicenter in Concord occurred in 1958, and a 5.4 earthquake with its epicenter also in Concord occurred in 1955. The Concord and Antioch faults have a potential for a Richter 6 earthquake and the Hayward and Calaveras faults have the potential for a Richter 7 earthquake. Minor tremblers from seismic activity are not uncommon in the area. A study released in 2015 by the Working Group of California Earthquake Probabilities predicts that for the San Francisco region, the 30-year likelihood of one or

more earthquake of 6.7 or larger magnitude is 72%. The purpose of this Working Group is to develop statewide, time-dependent Earthquake Rupture Forecasts for California that use best available science, and are endorsed by the United States Geological Survey, the Southern California Earthquake Center, and the California Geological Survey. Scientists, therefore, believe that an earthquake of a magnitude 6.7 or larger is now slightly more than twice as likely to occur as to not occur in, approximately, the next 30 years.

Interstates 680, 80, 580 and State Route 4 run throughout Contra Costa County. These interstates and state route divide the County into west, south, north and east areas. An overpass or undercrossing collapse would significantly alter the response route and time for responding emergency equipment.

Earthquakes of the magnitude noted above could cause major damage to electrical transmission facilities and to gas and electrical lines in buildings, causing disruption and starting fires throughout the County.

(b) Impact

A major earthquake could severely restrict the response of Contra Costa County Fire Districts and their capability to control fires. When buildings not equipped with earthquake structural support move off their foundations, gas pipes may rupture. Fires may develop from line ruptures and spread from house to house, causing an extreme demand for fire protection resources. The proximity of large areas within the County to fault traces necessitates adopting stricter structural construction standards.

2. Soils

(a) Conditions

The area is replete with various soils, many of which are expansive. Many areas have landslide prone soils and some areas are potentially liquefiable during severe seismic shaking.

Throughout Contra Costa County, the topography and development growth has created a network of older, narrow roads. These roads vary from gravel to asphalt surface and vary in percent of slope, many exceeding 20%. Several of these roads extend up through the winding passageways in the hills providing access to remote, affluent housing subdivisions. The majority of these roads are private with no established maintenance program. During inclement weather, these roads are subject to rock and mudslides, as well as downed trees, obstructing all vehicle traffic. It is anticipated that during an earthquake, several of these roads would be unpassable

preventing fire protection resources from reaching fires caused by gas line ruptures or other sources.

3. Topographic

(a) Conditions

i) Vegetation

Highly combustible dry grass, weeds, and brush are common in the hilly and open space areas adjacent to built-up locations 6 to 8 months of each year. Many of these areas frequently experience wildland fires, which threaten nearby buildings, particularly those with wood roofs, or sidings. This condition can be found throughout Contra Costa County, especially in those developed and developing areas of the County. Earthquake gas fires due to gas line ruptures can ignite grasslands and stress fire district resources.

ii) Surface Features

The arrangement and location of natural and manmade surface features, including hills, creeks, canals, freeways, housing tracts, commercial development, fire stations, streets, and roads, combine to limit feasible response routes for Fire District resources in and to District areas.

iii) Buildings, Landscaping, and Terrain

Many of the newer large buildings and building complexes have building access and landscaping features and designs, which preclude or greatly limit any approach or operational access to them by Fire District vehicles. In addition, the presence of security gates and roads of inadequate width and grades that are too steep for Fire District vehicles adversely affect fire suppression efforts.

When Fire District vehicles cannot gain access to buildings involved with fire, the potential for complete loss is realized. Difficulty reaching a fire site often requires that fire personnel both in numbers and in stamina. Access problems often result in severely delaying, misdirecting or making impossible fire and smoke control efforts. In existing structures where pitched roofs have been built over an existing roof, smoke detectors should be required to warn residents of smoke and fire before the arrival of fire personnel.

(b) Impact

The above local geological and topographical conditions increase the magnitude, exposure, accessibility problems, and fire hazards presented to the County fire resources. Fire following an earthquake has the potential of causing greater loss of life and damage than the earthquake itself. Most earthquake fires are caused by natural gas line ruptures. Hazardous materials, particularly toxic gases, could pose the greatest threat to the largest number, should a significant seismic event occur. Public safety resources would have to be prioritized to mitigate the greatest threat and may be unavailable for smaller single dwellings that affected or threatened by broken gas lines.

Other variables may intensify the situation:

1. The extent of damage to the water system
2. The extent of isolation due to bridge and/or freeway overpass collapse.
3. The extent of roadway damage and/or amount of debris blocking the roadways.
4. Climatic condition (hot, dry weather with high winds).
5. Time of day will influence the amount of traffic on roadways and could intensify the risk to life during normal business hours.
6. The availability of timely mutual aid or military assistance.
7. The large portion of dwellings with wood shake or shingle coverings (both on the roof diaphragm and sides of the dwellings) could result in conflagrations.
8. The large number of dwellings that slip off their foundations and rupture gas lines and electrical systems resulting in further conflagrations.

More restrictive electric vehicle charging standards and construction and demolition waste recovery requirements would not impact the availability of the County's fire or public safety resources.

B. Climatic

1. Precipitation and Relative Humidity

(a) Conditions

Precipitation ranges from 15 to 24 inches per year with an average of approximately 20 inches per year. 96% of precipitation falls during the months of October through April, and 4% from May through September. May through September is a dry 5-month period each year. Additionally, the area is subject to occasional drought. Relative humidity remains in the middle range most of the time. It ranges from 45 to 65% during spring, summer, and fall, and from 60 to 90% in the winter. It occasionally falls as low as 15%.

(b) Impact

Locally experienced dry periods cause extreme dryness of untreated wood shakes and shingles on buildings and non-irrigated grass, brush and weeds, which are often near buildings with wood roofs and sidings. Such dryness causes these materials to ignite very readily and burn rapidly and intensely. Gas fires due to gas line ruptures can also spark and engulf a single-family residence during these dry periods.

Because of dryness, a rapidly burning gas fire or exterior building fire can quickly transfer to other buildings by means of radiation or flying brands, sparks or embers. A small fire can rapidly grow to a magnitude beyond the control capabilities of the Fire District resulting in an excessive fire loss.

2. Greenhouse Gas Emissions

(a) Conditions

The California Air Resources Board has collected information on emissions from air pollution sources since 1969. This information is periodically compiled by State and local air pollution control agencies to create regional and statewide greenhouse gas emissions inventories. The California greenhouse gas emissions inventory maintains information on various air pollution sources and identifies “mobile sources” (all on-road vehicles such as automobiles and trucks, and off-road vehicles such as trains, ships, aircraft, and farm equipment) as a primary pollution source. According to the 2016 statewide inventory, the transportation sector remains the largest source of greenhouse gas emissions, accounting for 36% of the total greenhouse gas emissions. Emissions from recycling and waste, comprising 2% of the total greenhouse gas emissions, have grown by 19% since 2000, and 94% of that amount is landfill emissions. California adopted land use and transportation policies and mandatory recycling laws to help reduce greenhouse gas emissions by promoting the use of renewable energy sources and reducing landfill disposal.

Contra Costa County also completed a local greenhouse gas emissions inventory as well as a community-wide Climate Action Plan. The County’s Climate Action Plan contains measures reducing greenhouse gas emissions pertaining to renewable fuel vehicles and reducing landfill disposal for the purpose of reducing greenhouse gas emissions.

(b) Impact

More restrictive electric vehicle charging standards and construction and demolition waste recovery requirements would be consistent with the intent of State legislation and County requirements to aggressively implement energy and waste policies designed to ensure success in meeting their greenhouse gas emission reduction and reusable energy and recycling goals.

3. Temperature

(a) Conditions

Temperatures have been recorded as high as 114° F. Average summer highs are in the 75° to 90° range, with average maximums of 105° F in some areas of unincorporated Contra Costa County.

(b) Impact

High temperatures cause rapid fatigue and heat exhaustion of firefighters, thereby reducing their effectiveness and ability to control large building, wildland fires, and fires caused by gas line ruptures.

Another impact from high temperatures is that combustible building material and non-irrigated weeds, grass and brush are preheated, thus causing these materials to ignite more readily and burn more rapidly and intensely. Additionally, the resultant higher temperature of the atmosphere surrounding the materials reduces the effectiveness of the water being applied to the burning materials. This requires that more water be applied, which in turn requires more fire resources in order to control a fire on a hot day. High temperatures directly contribute to the rapid growth of fires to an intensity and magnitude beyond the control capabilities of the Fire Districts in Contra Costa County. The change of temperatures throughout the County between very low and extreme highs contributes to a voltage drop in conductors used for power pole lines. This necessitates that voltage drops be considered.

More restrictive electric vehicle charging standards and construction and demolition waste recovery requirements would not have a negative impact on the temperature conditions within the County.

4. Winds

(a) Conditions

Prevailing winds in many parts of Contra Costa County are from the north or northwest in the afternoons. However, winds are experienced from virtually every direction at one time or another. Velocities can reach 14 mph to 23 mph ranges, gusting to 25 to 35 mph. 40 mph winds are experienced occasionally and winds up to 55 mph have been registered locally. During the winter half of the year, strong, dry, gusty winds from the north move through the area for several days creating extremely dry conditions.

(b) Impact

Winds such as those experienced locally can and do exacerbate fires, both interior and exterior, to burn, and spread rapidly. Fires involving non-irrigated weeds, grass, brush, and fires caused by gas line ruptures can grow to a magnitude and be fanned to an intensity beyond the control capabilities of the fire services very quickly even by relatively moderate winds. When such fires are not controlled; they can extend to nearby buildings, particularly those with untreated wood shakes or shingles.

Winds of the type experienced locally also reduce the effectiveness of exterior water streams used by all Contra Costa County Fire Districts on fires involving large interior areas of buildings, fires which have vented through windows and roofs due to inadequate built-in fire protection and fires involving wood shake and shingle building exteriors. Local winds will continue to be a definite factor toward causing major fire losses to buildings not provided with fire resistive roof and siding materials and buildings with inadequately separated interior areas, or lacking automatic fire protection systems, or lacking proper gas shut-off devices to shut off gas when pipes are ruptured, or lacking proper electrical systems. National statistics frequently cite wind conditions, such as those experienced locally, as a major factor where conflagrations have occurred.

More restrictive electric vehicle charging standards and construction and demolition waste recovery requirements would not have a negative impact on the wind conditions within the County.

II. Necessity of More Restrictive Standards

Because of the conditions described above, the Contra Costa County Board of Supervisors finds that there are building and fire hazards unique to Contra Costa County that require the increased fire protection and structural and design load requirements set forth in Ordinance No. 2019-31.

- The ordinance amends the 2019 California Building Code by:
 - Clarifying the reference to electrical vehicle charging for new residential constructions to include both future and fully operational chargers in accordance with local amendments made to the CGBSC. (§74-4.002(b).)
 - Requiring the installation of a smoke detector in each existing flat roof building when a pitched roof is added on top of the existing flat roof, and the solid sheathing of the flat roof is not removed. (§ 74-4.002(c).)
 - Requiring most wood shakes or shingles used for exterior wall covering to be fire treated. (§ 74-4.002(d).)
 - Requiring special inspections for concrete at certain foundations to be consistent with

- code requirements for concrete at other locations. (§ 74-4.002(e).)
 - Addressing the poor performance of plain concrete structural elements during seismic events. (§ 74-4.002(f), § 74-4.002(h), § 74-4.002(i).)
 - Prohibiting placement of reinforcement while the concrete is in a semifluid condition thus increasing quality control during construction. Enhanced quality control is necessary because of seismic considerations. (§ 74-4.002(g).)
- The ordinance amends the 2019 California Residential Code by:
 - Requiring the installation of a smoke detector in each existing flat roof building when a pitched roof is added on top of the existing flat roof, and the solid sheathing of the flat roof is not removed. (§ 74-4.004(c).)
 - Prohibiting the use of gypsum wallboard as braced wall panels in single- and two-family dwellings and accessory structures, and by limiting the use of Portland Cement Plaster braced walls to only one story single- and two-family dwellings, as these materials have performed poorly during recent California seismic events. (§74-4.004(d), and §74-4.004(e).)
- The ordinance amends the 2019 California Green Building Standards Code by:
 - Imposing more restrictive electric vehicle charging standards consistent with those presently enforced in the County, as follows:
 - Clarifying the definition of electric vehicle charging space to include both current and future installations to be consistent with local amendments.
 - For new multi-family buildings:
 - Requiring five percent of the total number of parking spaces (but not less than one space) be fully operational Electric Vehicle Charging Spaces (“EV spaces”), where no fully operational spaces are currently required in the statewide code. (§ 74-4.006(d).)
 - Requiring five percent of the total number of parking spaces be prepared for future Electric Vehicle Charging by installing raceways connected to appropriate subpanels. Current code requires 10 percent future EVSE spaces, but no operational spaces. (§ 74-4.006(d).)
 - For new non-residential buildings:
 - Requiring that the specified number of EV spaces in new construction provide fully operational EVSE, as opposed to the statewide code which requires electrical infrastructure only. (§ 74-4.006(i).)
 - Requiring infrastructure for current EV spaces to be installed per the California Electrical Code to be consistent with local amendments. (§ 74-4.006(j), and § 74-4.006(k).)
 - Increasing the required number of EV spaces for projects with more than 10 parking spaces, and less than 201 parking spaces. (§ 74-4.006(l).)

- Imposing more restrictive construction waste reduction, disposal and recycling standards consistent with those presently enforced in the County as follows:
 - Imposing the mandatory restrictions from Chapter 4 of the 2019 CGBSC on certain projects for existing residential buildings, including:
 - Projects that increase the total combined conditioned and unconditioned building area by 5,000 square feet or more. ((§ 74-4.006(b).)
 - Projects that impact 5,000 square feet or more of the total combined conditioned and unconditioned building area. ((§ 74-4.006(b).)
 - Demolition projects when a demolition permit is required, except demolition projects that are necessary to abate a public nuisance. (§ 74-4.006(b), and § 74-4.006(c).)
 - Eliminating the exception from construction waste management requirements for projects solely based on their isolated location from diversion facilities. ((§ 74-4.006(e).)
 - Requiring measuring of all generated debris to ensure that at least 65% is diverted from landfills. (§ 74-4.006(f), and § 74-4.006(p).)
 - Requiring that more comprehensive documentation for construction waste management be provided to the enforcing agency and making submittal of the same a prerequisite for scheduling final inspections. (§ 74-4.006(h), and § 74-4.006(r).)
- The amendments to the 2019 California Existing Building Code are not substantive in nature and are limited to administrative provisions for the use and enforcement of this Code, and to be consistent with the administrative provisions of the statewide codes as amended.

ORDINANCE NO. 2019-31

ADOPTION OF CALIFORNIA BUILDING STANDARDS CODES

The Contra Costa County Board of Supervisors ordains as follows (omitting the parenthetical footnotes from the official text of the enacted or amended provisions of the County Ordinance Code):

SECTION I. SUMMARY. This ordinance adopts the 2019 California Building Code, the 2019 California Residential Code, the 2019 California Green Building Standards Code, the 2019 California Electrical Code, the 2019 California Plumbing Code, the 2019 California Mechanical Code, and the 2019 California Existing Building Code, with changes, additions, and deletions that are necessary because of local climatic, geological, or topographical conditions. This ordinance is adopted pursuant to Health and Safety Code sections 17922, 17958, 17958.5, and 17958.7, and Government Code sections 50020 through 50022.10.

SECTION II. Section 74-2.002 (Adoption) of Division 74 (Building Code) of the County Ordinance Code is amended to read:

74-2.002 Adoption.

- (a) The building code of this county is the 2019 California Building Code (California Code of Regulations, Title 24, Part 2, Volumes 1 and 2), the 2019 California Residential Code (California Code of Regulations, Title 24, Part 2.5), the 2019 California Green Building Standards Code (California Code of Regulations, Title 24, Part 11), and the 2019 California Existing Building Code (California Code of Regulations, Title 24, Part 10), as amended by the changes, additions, and deletions set forth in this division and Division 72.
- (b) The 2019 California Building Code, with the changes, additions, and deletions set forth in Chapter 74-4 and Division 72, is adopted by this reference as though fully set forth in this division.
- (c) The 2019 California Residential Code, with the changes, additions, and deletions set forth in Chapter 74-4 and Division 72, is adopted by this reference as though fully set forth in this division.
- (d) The 2019 California Green Building Standards Code, with the changes, additions, and deletions set forth in Chapter 74-4 and Division 72, is adopted by this reference as though fully set forth in this division.
- (e) The 2019 California Existing Building Code, with the changes, additions, and deletions

set forth in Chapter 74-4 and Division 72, is adopted by this reference as though fully set forth in this division.

- (f) At least one copy of this building code is now on file with the building inspection division, and the other requirements of Government Code section 50022.6 have been and shall be complied with.
- (g) As of the effective date of the ordinance from which this division is derived, the provisions of the building code are controlling and enforceable within the county. (Ords. 2019-31 § 2, 2016-22 § 2, 2013-24 § 2, 2011-03 § 2, 2007-54 §3, 2002-31 § 3, 99-17 § 5, 99-1, 90-100 § 5, 87-55 § 4, 80-14 § 5, 74-30.)

SECTION III. Chapter 74-4 (Modifications) of Division 74 (Building Code) of the County Ordinance Code is amended to read:

**Chapter 74-4
MODIFICATIONS**

74-4.002 Amendments to CBC. The 2019 California Building Code ("CBC") is amended by the changes, additions, and deletions set forth in this chapter and Division 72. Section numbers used below are those of the 2019 California Building Code.

- (a) CBC Chapter 1 (Scope and Administration) is amended by the provisions of Division 72 of this code and as follows:
 - (1) Sections 103, 113, 114, and 116 of CBC Chapter 1 are deleted.
 - (2) Section 105.2 (Work exempt from permit) of CBC Chapter 1, subsection 4 is amended to read:
 - 4. Retaining walls that are not more than 3 feet in height measured from the top of the footing to the top of the wall and that have a downward ground slope at the bottom of the retaining wall not exceeding 1(vertical):10(horizontal), unless supporting a surcharge or ground slope exceeding 1(vertical):2(horizontal) or impounding Class I, II, or III-a liquids.
 - (3) Section 107.2.1 (Information on construction documents) of CBC Chapter 1 is amended to read:

107.2.1 Information on Construction Documents. Construction documents shall include dimensions and shall be drawn to scale on

suitable material. Electronic media documents may be submitted when approved in advance by the building official. Construction documents shall be of sufficient clarity to indicate the location, nature, and extent of the work proposed and to show in detail that it will conform to this code and all relevant laws, ordinances, rules, and regulations. The first sheet of each set of plans shall include contact information for the owner and the person or persons who prepared the plans. Plans shall include a plot plan showing all existing property lines labeled and fully dimensioned, the elevations of the top and toe of cuts and fills, and the location of the proposed building with distances to all property lines and to every existing building on the property. Instead of detailed specifications, the county building official may approve references on the plans to a specific section or part of this code or other ordinances or laws.

- (4) Section 110.1 (Inspections - General) of CBC Chapter 1 is amended by adding the following to the end of that section:

At the time of first inspection by the county building official, a California licensed Land Surveyor or Civil Engineer shall certify in writing that the structure is placed according to the approved set of plans. The written certification must include the site address and permit number. This requirement does not apply to alterations or repairs to existing structures that do not affect the exterior limits of the existing structures.

- (b) Section 420.13 [HCD] (Electric vehicle (EV) charging for new construction) of CBC Chapter 4 (Special Detailed Requirements Based on Occupancy and Use) is amended to read:

420.13 Electric vehicle (EV) charging for new construction. Newly constructed Group R-1, R-2, and R-3 buildings shall be provided with infrastructure to facilitate future installation and use of electric vehicle (EV) chargers, and, where required, newly constructed Group R-2 buildings shall be provided with electric vehicle charging spaces equipped with fully-operational EV chargers, in accordance with the California Green Building Standards Code (CALGreen), Chapter 4, Division 4.1.

- (c) Section 907.2.10.9.1 is added to Section 907.2.10.9 (Existing Group R occupancies) of CBC Chapter 9 (Fire Protection Systems), to read:

907.2.10.9.1 Existing flat roof buildings. In existing flat roof buildings, the installation of a smoke detector that complies with California Residential Code Section R314.6 shall be required when a pitched roof is added on top of the

existing flat roof and the solid sheathing of the flat roof is not removed.

- (d) Section 1405.2 is added to Section 1405 (Combustible materials on the exterior side of exterior walls) of CBC Chapter 14 (Exterior Walls), to read:

1405.2 Wood shakes or shingles. Wood shakes or shingles used for exterior wall covering shall be fire treated unless there is a minimum of 10 feet from the exterior wall (including shakes or shingles) to the property line or the exterior wall faces a street.

- (e) In Section 1705.3 (Concrete construction) of CBC Chapter 17 (Special Inspections and Tests), Exception 1 is amended to read:

1. Isolated spread concrete footings of buildings three stories or less above grade plane that are fully supported on earth or rock, where the structural design of the footing is based on a specified compressive strength of no greater than 2,500 pound per square inch (psi) (17.2 Mpa).

- (f) Section 1809.8 (Plain concrete footings) of CBC Chapter 18 (Soils and Foundations) is deleted.

- (g) Section 1810.3.9.3 (Placement of reinforcement) of CBC Chapter 18 (Soils and Foundations) is amended by deleting Exception 3.

- (h) Section 1905.1.7 (ACI 318, Section 14.1.4) of CBC Chapter 19 (Concrete) is amended to read:

1905.1.7 ACI 318, Section 14.1.4. Delete ACI 318, Section 14.1.4, and replace with the following:

14.1.4 - Plain concrete in structures assigned to Seismic Design Category C, D, E, or F.

14.1.4.1- Structures assigned to Seismic Design Category C, D, E, or F shall not have elements of structural plain concrete, except as follows:

- (a) Reserved.
- (b) Isolated footings of plain concrete supporting pedestals or columns are permitted, provided the projection of the footing beyond the face of the supported member does not exceed the footing thickness.

- (c) Plain concrete footings supporting walls are permitted, provided the footings have at least two continuous longitudinal reinforcing bars. Bars shall not be smaller than No. 4 and shall have a total area of not less than 0.002 times the gross cross-sectional area of the footing. A minimum of one bar shall be provided at the top and bottom of the footing. Continuity of reinforcement shall be provided at corners and intersections.
- (i) Section 1906.1 (Structural Plain Concrete - Scope) of CBC Chapter 19 (Concrete) is amended by deleting the exception.
- (j) Section 1907.1 (Minimum Slab Provisions - General) of CBC Chapter 19 (Concrete) is amended by adding the following sentence to that section:

Slabs shall have a minimum reinforcement of 6-inch by 6-inch by 10-gauge wire mesh or equal at mid-height.
- (k) Appendix C and Appendix I of the CBC are incorporated into the County building code. Appendix A, Appendix B, Appendix D, Appendix E, Appendix F, Appendix G, Appendix H, Appendix J, Appendix K, Appendix L, and Appendix M of the CBC are excluded from the County building code. (Ords. 2019-31 § 3, 2016-22 § 3, 2013- 24 § 3, 2011-03 § 3, 2007-54 § 4, 2002-31 § 3, 99- 17 § 6, 99-1, 90-100 § 6, 87-55 § 5, 80-14 § 6, 74-30 § 1.)

74-4.004 Amendments to CRC. The 2019 California Residential Code ("CRC") is amended by the changes, additions, and deletions set forth in this chapter and Division 72. Section numbers used below are those of the 2019 California Residential Code.

- (a) Sections R103, R112, and R113 of CRC Chapter 1 (Scope and Application) are deleted.
- (b) In Section R105.2 (Work exempt from permit) of CRC Chapter 1 (Scope and Application), subsection 3 is amended to read:
 - 3. Retaining walls that are not more than 3 feet in height measured from the top of the footing to the top of the wall and that have a downward ground slope at the bottom of the retaining wall not exceeding 1(vertical):10(horizontal), unless supporting a surcharge or ground slope exceeding 1(vertical):2(horizontal) or impounding Class I, II, or III-a liquids.
- (c) Section R314.8.1.1 is added to Section R314.8 (Existing Group R-3 occupancies) of CRC Chapter 3 (Building Planning), to read:

R314.8.1.1 Existing flat roof buildings. In existing flat roof buildings, the installation of a smoke detector that complies with Section R314.6 shall be required when a pitched roof is added on top of the existing flat roof and the solid sheathing of the flat roof is not removed.

(d) Section R602.10.3(3) (Bracing Requirements Based on Seismic Design Category) of CRC Chapter 6 (Wall Construction) is amended as follows:

(1) The title of Table R602.10.3(3) is amended to read:

TABLE R602.10.3(3)^g

(2) Footnote "g" is added to Table R602.10.3(3), to read:

g. In Seismic Design Categories D0, D1, and D2, Method GB is not permitted and the use of Method PCP is limited to one-story dwellings and accessory structures.

(e) Section R602.10.4.5 is added to Section R602.10.4 (Construction methods for braced wall panels) of CRC Chapter 6 (Wall Construction), to read:

R602.10.4.5 Limits on methods GB and PCP. In Seismic Design Categories D0, D1, and D2, Method GB is not permitted, but gypsum board is permitted to be installed on the opposite side of the studs from other types of braced wall panel sheathing. In Seismic Design Categories D0, D1, and D2, the use of Method PCP is limited to one-story dwellings and accessory structures.

(f) Appendix H of the CRC is incorporated into the County building code. Appendix A, Appendix B, Appendix C, Appendix D, Appendix E, Appendix F, Appendix G, Appendix I, Appendix J, Appendix K, Appendix L, Appendix M, Appendix N, Appendix O, Appendix P, Appendix Q, Appendix R, Appendix S, Appendix T, Appendix U, Appendix V, and Appendix W of the CRC are excluded from the County building code. (Ords. 2019-31 § 3, 2016-22 § 3, 2013- 24 § 3, 2011-03 § 3.)

74-4.006 Amendments to CGBSC. The 2019 California Green Building Standards Code ("CGBSC") is amended by the changes, additions, and deletions set forth in this chapter and Division 72. Section numbers used below are those of the 2019 California Green Building Standards Code.

(a) Section 202 (Definitions) of CGBSC Chapter 2 (Definitions) is amended by replacing the definition of Electric Vehicle Charging Space (EV Space) with the following:

ELECTRIC VEHICLE CHARGING SPACE (EV SPACE). A space intended for current or future installation of EV charging equipment and charging of electric vehicles.

- (b) Section 301.1.1 (Additions and alterations) of CGBSC Chapter 3 (Green Building) is amended to read:

Section 301.1.1 Additions and alterations. The mandatory provisions of Chapter 4 shall apply to additions or alterations of existing residential buildings where the addition or alteration increases the building's conditioned area, volume, or size. The requirements shall apply only to and within the specific area of the addition or alteration.

The mandatory provisions of Section 4.408 shall apply to the following types of construction or demolition projects for existing residential buildings:

1. Projects that increase the total combined conditioned and unconditioned building area by 5,000 square feet or more.
2. Alterations to existing structures impacting 5,000 square feet or more of total combined conditioned and unconditioned building area.
3. Demolition projects when a demolition permit is required.

Exception: Demolition projects undertaken because the enforcing agency has determined that the demolition is necessary to abate a public nuisance or otherwise protect public health and safety.

For the purposes of determining whether a project meets the 5,000 square-foot threshold, the enforcing agency may deem all phases of a project and all related projects taking place on a single or adjoining parcel(s) as a single project.

- (c) Section 301.3.2 (Waste diversion) of CGBSC Chapter 3 (Green Building) is amended to read:

Section 301.3.2 Waste diversion. The requirements of Section 5.408 shall apply to additions, alterations, and demolition whenever a permit is required for work.

Exception: Demolition projects undertaken because the enforcing agency has determined that the demolition is necessary to abate a public nuisance or otherwise protect public health and safety.

- (d) Section 4.106.4.2 (New multifamily dwellings) of CGBSC Chapter 4 (Residential Mandatory Measures) is amended to read:

Section 4.106.4.2 New multifamily dwellings. For any new multifamily dwelling other than a dwelling type specified in Section 4.106.4.1, if residential parking is provided, 10 percent of the total number of parking spaces at the dwelling site shall be electric vehicle charging spaces (EV spaces). Half of the EV spaces, but not less than one, shall be equipped with fully-operational electric vehicle supply equipment (EVSE). The remaining EV spaces shall be capable of supporting future EVSE. The location and type of each EV space shall be identified on construction documents. Calculations to determine the number of EV spaces shall be rounded up to the nearest whole number.

- (e) Section 4.408.1 (Construction waste management) of CGBSC Chapter 4 (Residential Mandatory Measures) is amended to read:

Section 4.408.1 Construction waste management. Recycle and/or salvage for reuse a minimum of 65 percent of the nonhazardous construction and demolition waste in accordance with Section 4.408.2.

Exceptions:

1. Excavated soil and land-clearing debris.
2. The enforcing agency may identify alternate waste reduction requirements if the agency determines that an owner or contractor has adequately demonstrated that diversion facilities necessary for the owner to comply with this section do not exist or are not located within a reasonable distance from the jobsite.

- (f) Section 4.408.2 (Construction waste management plan) of CGBSC Chapter 4 (Residential Mandatory Measures) is amended to read:

Section 4.408.2 Construction waste management plan. Submit a construction waste management plan for the project, signed by the owner, in conformance with Items 1 through 5 prior to issuance of building permit. The construction waste management plan shall be updated as necessary upon approval by the enforcing agency and shall be available during construction for examination by the enforcing agency. The plan must do all of the following:

1. Identify the construction and demolition waste materials to be diverted from disposal by recycling, reuse on the project, or salvage for future use or sale.

2. Specify if construction and demolition waste materials will be sorted on-site (source-separated) or bulk mixed (single stream).
3. Identify diversion and disposal facilities where the construction and demolition waste material will be taken and identify the waste management companies, if any, that will be utilized to haul the construction and demolition waste material. A waste management company utilized to haul construction and demolition waste material must have all applicable County approvals.
4. Identify construction methods employed to reduce the amount of construction and demolition waste generated.
5. Specify that the amount of construction and demolition debris shall be calculated consistent with the enforcing agency's requirements for the weighing of debris. The owner shall ensure that all construction and demolition debris diverted or disposed are measured and recorded by weight or volume using the most accurate method of measurement available. To the extent practicable, all construction and demolition debris shall be weighed using scales. Scales shall be in compliance with all regulatory requirements for accuracy and maintenance. For construction and demolition debris for which weighing is not possible due to lack of scales or not practical due to materials being reused on-site or elsewhere or other considerations, a volumetric measurement shall be used. The owner shall convert volumetric measurements to weight using the standardized conversion factors approved by the enforcing agency for this purpose.

(g) Section 4.408.3 (Waste management company) of CGBSC Chapter 4 (Residential Mandatory Measures) is deleted.

(h) Section 4.408.5 (Documentation) of CGBSC Chapter 4 (Residential Mandatory Measures) is amended to read:

Section 4.408.5 Documentation. A construction waste management final report containing information and supporting documentation that demonstrates compliance with Section 4.408.1, Section 4.408.2, Items 1 through 5, and, when applicable, Section 4.408.4 or Section 4.408.4.1, shall be provided to the enforcing agency before the final inspection. The required documentation shall include, but is not necessarily limited to, the following:

1. Documentation of the quantity by weight of each material type diverted or disposed, consistent with the requirements of Section 4.408.2, Item 5, and receipts or written certification from all receiving facilities utilized to divert or dispose waste generated by the project that substantiate the amounts specified on the construction waste management final report; or
2. For projects that satisfy the waste stream reduction alternative specified in Section 4.408.4 or Section 4.408.4.1, documentation of the quantity by weight of each material type disposed and the total combined weight of construction and demolition waste disposed in landfills as a result of the project, the corresponding pounds disposed per square foot of the building area, and receipts or written certification from all receiving facilities utilized to dispose waste generated by the project that substantiate the amounts specified on the construction waste management final report.

- (i) Section 5.106.5.3 (Electric vehicle (EV) charging) of CGBSC Chapter 5 (Nonresidential Mandatory Measures) is amended to read:

Section 5.106.5.3 Electric vehicle (EV) charging. [N] New nonresidential construction shall provide the required number of electric vehicle charging spaces (EV spaces) per Table 5.106.5.3.3. Each EV space shall be equipped with fully-operational electric vehicle supply equipment (EVSE). Each EV space shall be constructed in accordance with the California Building Code and California Electrical Code.

- (j) Section 5.106.5.3.1 (Single charging space requirements) of CGBSC Chapter 5 (Nonresidential Mandatory Measures) is deleted.
- (k) Section 5.106.5.3.2 (Multiple charging space requirements) of CGBSC Chapter 5 (Nonresidential Mandatory Measures) is deleted.
- (l) Section 5.106.5.3.3 (EV charging space calculations) of CGBSC Chapter 5 (Nonresidential Mandatory Measures) is amended to read:

Section 5.106.5.3.3 EV charging space calculations. [N] For new nonresidential construction, the required number of EV charging spaces equipped with fully-operational EVSE is calculated in accordance with Table 5.106.5.3.3.

Exception: On a case-by-case basis, the building official may authorize new construction to include fewer EV charging spaces than would otherwise be required by Table 5.106.5.3.3, or require no spaces, if the

building official determines either of the following:

1. There is insufficient electrical supply to the new construction to adequately serve the required number of EV charging spaces.
2. The cost of the new construction will be substantially adversely impacted by any local utility infrastructure design requirements that are directly related to the installation of the required number of EV charging spaces.

TABLE 5.106.5.3.3

NONRESIDENTIAL CHARGING SPACE CALCULATION	
TOTAL NUMBER OF PARKING SPACES	NUMBER OF REQUIRED EV CHARGING SPACES
1—9	0
10	1
11—25	2
26—50	3
51—75	5
76—100	6
101—200	12
201 and over	6%*
*Calculation for spaces shall be rounded up to the nearest whole number	

(m) Section 5.106.5.3.4 (Identification) of CGBSC Chapter 5 (Nonresidential Mandatory Measures) is deleted.

(n) Section 5.106.5.3.5 (Future charging spaces) of CGBSC Chapter 5 (Nonresidential Mandatory Measures) is amended to read:

Section 5.106.5.3.5 Designated parking credit. [N] Each EV charging space required by Section 5.106.5.3.3 shall be counted as one designated parking space required by Section 5.106.5.2.

(o) Section 5.408.1 (Construction waste management) of CGBSC Chapter 5 Nonresidential Mandatory Measures) is amended to read:

Section 5.408.1 Construction waste management. Recycle and/or salvage for reuse a minimum of 65 percent of the nonhazardous construction and demolition waste in accordance with Section 5.408.1.1.

Exceptions:

1. Excavated soil and land-clearing debris.
2. The enforcing agency may identify alternate waste reduction requirements if the agency determines that an owner or contractor has adequately demonstrated that diversion facilities necessary for the owner to comply with this section do not exist or are not located within a reasonable distance from the jobsite.

(p) Section 5.408.1.1 (Construction waste management plan) of CGBSC Chapter 5 Nonresidential Mandatory Measures) is amended to read:

Section 5.408.1.1 Construction waste management plan. Submit a construction waste management plan for the project, signed by the owner, in conformance with Items 1 through 5 prior to issuance of building permit. The construction waste management plan shall be updated as necessary upon approval by the enforcing agency and shall be available during construction for examination by the enforcing agency. The plan must do all of the following:

1. Identify the construction and demolition waste materials to be diverted from disposal by recycling, reuse on the project, or salvage for future use or sale.
2. Specify if construction and demolition waste materials will be sorted on-site (source-separated) or bulk mixed (single stream).
3. Identify diversion and disposal facilities where the construction and demolition waste material will be taken and identify the waste management companies, if any, that will be utilized to haul the construction and demolition waste material. A waste management company utilized to haul construction and demolition waste material must have all applicable County approvals.
4. Identify construction methods employed to reduce the amount of construction and demolition waste generated.
5. Specify that the amount of construction and demolition debris shall be calculated consistent with the enforcing agency's requirements for the weighing of debris. The owner shall ensure that all construction and demolition debris diverted or disposed are measured and recorded by weight or volume using the most accurate method of measurement available. To the extent

practicable, all construction and demolition debris shall be weighed using scales. Scales shall be in compliance with all regulatory requirements for accuracy and maintenance. For construction and demolition debris for which weighing is not possible due to lack of scales or not practical due to material being reused on-site or elsewhere or other considerations, a volumetric measurement shall be used. The owner shall convert volumetric measurements to weight using the standardized conversion factors approved by the enforcing agency for this purpose.

- (q) Section 5.408.1.2 (Waste management company) of CGBSC Chapter 5 (Nonresidential Mandatory Measures) is deleted.
- (r) Section 5.408.1.4 (Documentation) of CGBSC Chapter 5 (Nonresidential Mandatory Measures) is amended to read:

Section 5.408.1.4 Documentation. A construction waste management final report containing information and supporting documentation that demonstrates compliance with Section 5.408.1, Section 5.408.1.1, Items 1 through 5, and, when applicable, Section 5.408.1.3, shall be provided to the enforcing agency before the final inspection. The required documentation shall include, but is not necessarily limited to, the following:

1. Documentation of the quantity by weight of each material type diverted or disposed, consistent with the requirements of Section 5.408.1.1, Item 5, and receipts or written certification from all receiving facilities utilized to divert or dispose waste generated by the project that substantiate the amounts specified on the construction waste management final report; or
2. For projects that satisfy the waste stream reduction alternative specified in Section 5.408.1.3, documentation of the quantity by weight of each new construction material type disposed and the total combined weight of new construction waste disposed as a result of the project, the corresponding pounds of new construction disposal per square foot of the building area, and receipts or written certification from all receiving facilities utilized to dispose waste generated by the project that substantiate the amounts specified on the construction waste management final report.

(Ords. 2019-31 § 3, 2016-22 § 3, 2015-22 § 2.)

74-4.008 Amendments to CEBC. The 2019 California Existing Building Code ("CEBC") is amended by the changes, additions, and deletions set forth in this chapter and Division 72. Section numbers used below are those of the 2019 California Existing Building Code

- (a) CEBC Chapter 1 (Scope and Administration) is amended by the provisions of Division 72 of this code and as follows:
 - (1) Sections 103, 112, 113, and 115 of CEBC Chapter 1 are deleted.
 - (2) Section 106.1 (Construction Documents - General) of CEBC Chapter 1 is amended by deleting the exception.
 - (3) Section 106.2.1 (Construction documents) of CEBC Chapter 1 is amended to read:

106.2.1 Construction documents. Construction documents shall include dimensions and shall be drawn to scale on suitable material. Electronic media documents may be submitted when approved in advance by the building official. Construction documents shall be of sufficient clarity to indicate the location, nature, and extent of the work proposed and to show in detail that it will conform to this code and all relevant laws, ordinances, rules, and regulations. The first sheet of each set of plans shall include contact information for the owner and the person or persons who prepared the plans. Plans shall include a plot plan showing all existing property lines labeled and fully dimensioned, the elevations of the top and toe of cuts and fills, and the location of the proposed building with distances to all property lines and to every existing building on the property. Instead of detailed specifications, the county building official may approve references on the plans to a specific section or part of this code or other ordinances or laws.

(Ords. 2019-31 § 3, 2016-22 § 3.)

SECTION IV. Section 76-2.002 (Adoption) of Division 76 (Electrical Code) of the County Ordinance Code is amended to read:

76-2.002 Adoption.

- (a) The electrical code of this county is the 2019 California Electrical Code (California Code of Regulations, Title 24, Part 3) ("CEC"), as amended by the changes, additions, and deletions set forth in this division and Division 72.
- (b) The 2019 California Electrical Code, with the changes, additions, and deletions set forth

in Chapter 76-4 and Division 72, is adopted by this reference as though fully set forth in this division.

- (c) At least one copy of this electrical code is now on file with the building inspection division, and the other requirements of Government Code section 50022.6 have been and shall be complied with.
- (d) As of the effective date of the ordinance from which this division is derived, the provisions of the electrical code are controlling and enforceable within the county. (Ords. 2019-31 § 4, 2016-22 § 4, 2013-24 § 4, 2011-03 § 4, 2007-54 § 5, 2002-31 § 4, 99-17 § 11, 89-60 § 2, 82-23 § 2, 79-67, 76-24.)

SECTION V. Section 78-2.002 (Adoption) of Division 78 (Plumbing Code) of the County Ordinance Code is amended to read:

78-2.002 Adoption.

- (a) The plumbing code of this county is the 2019 California Plumbing Code (California Code of Regulations, Title 24, Part 5), as amended by the changes, additions, and deletions set forth in Division 72.
- (b) The 2019 California Plumbing Code, with the changes, additions, and deletions set forth in Division 72, is adopted by this reference as though fully set forth in this division.
- (c) At least one copy of this plumbing code is now on file with the building inspection division, and the other requirements of Government Code section 50022.6 have been and shall be complied with.
- (d) As of the effective date of the ordinance from which this division is derived, the provisions of the plumbing code are controlling and enforceable within the county. (Ords. 2019-31 § 5, 2016-22 § 6, 2013-24 § 5, 2011-03 § 5, 2007-54 § 6, 2002-31 § 5, 99-17 § 12, 74-29.)

SECTION VI. Section 710-2.002 (Adoption) of Division 710 (Mechanical Code) of the County Ordinance Code is amended to read:

710-2.002 Adoption.

- (a) The mechanical code of this county is the 2019 California Mechanical Code (California Code of Regulations, Title 24, Part 4), as amended by the changes, additions, and deletions set forth in Division 72.
- (b) The 2019 California Mechanical Code, with the changes, additions, and deletions set

forth in Division 72, is adopted by this reference as though fully set forth in this division.

- (c) At least one copy of this mechanical code is now on file with the building inspection division, and the other requirements of Government Code section 50022.6 have been and shall be complied with.
- (d) As of the effective date of the ordinance from which this division is derived, the provisions of the mechanical code are controlling and enforceable within the county. (Ords. 2019-31 § 6, 2016-22 § 7, 2013-24 § 6, 2011-03 § 6, 2007-54 § 7, 2002-31 § 6, 99-17 § 13, 88-91 § 5, 74-31.)

SECTION VII. Section 72-6.212 of the County Ordinance Code is amended to read:

72-6.212 Expiration of permit. Every permit issued by the county building official becomes void if the building or work authorized is not begun within 12 months from the permit's date, or if it is suspended or abandoned for one hundred eighty continuous calendar days without excuse satisfying the county building official as being beyond control and remedy by the permittee. Evidence of starting work shall consist of at least one required inspection within 12 months of the permit issuance date or the date the permit was suspended or the work was abandoned. Once a permit becomes void, a new permit shall be obtained before any work is commenced or recommenced, and a new permit fee shall be paid. Any permittee holding an unexpired permit may apply for a permit extension upon a showing of good and satisfactory reason acceptable to the county building official. If the permittee is unable to commence work within the time required by this section, the county building official may extend the time of the permit for a period not exceeding one hundred eighty days upon written request by the permittee. No permit shall be extended more than once. (Ords. 2019-31 § 7, 2007-54 § 2, 2002-31 § 2, 99-1 § 5, 87-55 § 3, 80-14 § 3, 74-32 § 2, 71-32 § 1, 67-70 § 3: prior code § 7106: Ord. 1372 § 5H).

SECTION VIII. Section 72-6.416 of the County Ordinance Code is deleted.

SECTION IX. Section 76-4.404 of the County Ordinance Code is amended to read:

76-4.404 Approved equipment. When obtainable, electrical equipment that an approved testing laboratory has examined, listed or labeled as conforming to applicable standards shall be used in preference to others. (Ords. 2019-31 § 9, 2007-54 2007-54 § 5, 2002-31 § 4, 99-17 § 11, 89-60 § 2, 82-23 § 2, 82-23 § 2, 79-67, 76-24).

SECTION X. Section 76-4.614 of the County Ordinance Code is deleted.

SECTION XI. Chapter 718-16 (Residential Sprinkler System Option) of the County Ordinance Code is deleted in its entirety.

SECTION XII VALIDITY. The Contra Costa County Board of Supervisors declares that if any

section, paragraph, sentence, or word of this ordinance or of the 2019 California Building Code, Residential Code, Green Building Code, Plumbing Code, Electrical Code, Mechanical code, or Existing Building Code as adopted and amended herein is declared for any reason to be invalid, it is the intent of the Contra Costa County Board of Supervisors that it would have passed all other portions or provisions of this ordinance independent of the elimination herefrom any portion or provision as may be declared invalid.

SECTION XIII. EFFECTIVE DATE. This ordinance becomes effective on January 1, 2020 or 30 days after passage, whichever is later. Within 15 days of passage, this ordinance shall be published once in the East Bay Times, a newspaper published in this County. This ordinance shall be published in a manner satisfying the requirements of Government Code section 25124, with the names of supervisors voting for and against it.

PASSED on _____, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST: DAVID J. TWA,
Clerk of the Board of Supervisors
and County Administrator

Board Chair

By: _____
Deputy

[SEAL]

KCK:

H:\Client Matters\2019\DCD\Ordinance No. 2019-31 Building Code Adoption.wpd

ORDINANCE NO. 2019-31

ADOPTION OF CALIFORNIA BUILDING STANDARDS CODES

The Contra Costa County Board of Supervisors ordains as follows (omitting the parenthetical footnotes from the official text of the enacted or amended provisions of the County Ordinance Code):

SECTION I. SUMMARY. This ordinance adopts the 2019 California Building Code, the 2019 California Residential Code, the 2019 California Green Building Standards Code, the 2019 California Electrical Code, the 2019 California Plumbing Code, the 2019 California Mechanical Code, and the 2019 California Existing Building Code, with changes, additions, and deletions that are necessary because of local climatic, geological, or topographical conditions. This ordinance is adopted pursuant to Health and Safety Code sections 17922, 17958, 17958.5, and 17958.7, and Government Code sections 50020 through 50022.10.

SECTION II. Section 74-2.002 (Adoption) of Division 74 (Building Code) of the County Ordinance Code is amended to read:

74-2.002 Adoption.

- (a) The building code of this county is the 2019 California Building Code (California Code of Regulations, Title 24, Part 2, Volumes 1 and 2), the 2019 California Residential Code (California Code of Regulations, Title 24, Part 2.5), the 2019 California Green Building Standards Code (California Code of Regulations, Title 24, Part 11), and the 2019 California Existing Building Code (California Code of Regulations, Title 24, Part 10), as amended by the changes, additions, and deletions set forth in this division and Division 72.
- (b) The 2019 California Building Code, with the changes, additions, and deletions set forth in Chapter 74-4 and Division 72, is adopted by this reference as though fully set forth in this division.
- (c) The 2019 California Residential Code, with the changes, additions, and deletions set forth in Chapter 74-4 and Division 72, is adopted by this reference as though fully set forth in this division.
- (d) The 2019 California Green Building Standards Code, with the changes, additions, and deletions set forth in Chapter 74-4 and Division 72, is adopted by this reference as though fully set forth in this division.
- (e) The 2019 California Existing Building Code, with the changes, additions, and deletions

set forth in Chapter 74-4 and Division 72, is adopted by this reference as though fully set forth in this division.

- (f) At least one copy of this building code is now on file with the building inspection division, and the other requirements of Government Code section 50022.6 have been and shall be complied with.
- (g) As of the effective date of the ordinance from which this division is derived, the provisions of the building code are controlling and enforceable within the county. (Ords. 2019-31 § 2, 2016-22 § 2, 2013-24 § 2, 2011-03 § 2, 2007-54 §3, 2002-31 § 3, 99-17 § 5, 99-1, 90-100 § 5, 87-55 § 4, 80-14 § 5, 74-30.)

SECTION III. Chapter 74-4 (Modifications) of Division 74 (Building Code) of the County Ordinance Code is amended to read:

**Chapter 74-4
MODIFICATIONS**

74-4.002 Amendments to CBC. The 2019 California Building Code ("CBC") is amended by the changes, additions, and deletions set forth in this chapter and Division 72. Section numbers used below are those of the 2019 California Building Code.

- (a) CBC Chapter 1 (Scope and Administration) is amended by the provisions of Division 72 of this code and as follows:
 - (1) Sections 103, 113, 114, and 116 of CBC Chapter 1 are deleted.
 - (2) Section 105.2 (Work exempt from permit) of CBC Chapter 1, subsection 4 is amended to read:
 - 4. Retaining walls that are not more than 3 feet in height measured from the top of the footing to the top of the wall and that have a downward ground slope at the bottom of the retaining wall not exceeding 1(vertical):10(horizontal), unless supporting a surcharge or ground slope exceeding 1(vertical):2(horizontal) or impounding Class I, II, or III-a liquids.
 - (3) Section 107.2.1 (Information on construction documents) of CBC Chapter 1 is amended to read:

107.2.1 Information on Construction Documents. Construction documents shall include dimensions and shall be drawn to scale on

suitable material. Electronic media documents may be submitted when approved in advance by the building official. Construction documents shall be of sufficient clarity to indicate the location, nature, and extent of the work proposed and to show in detail that it will conform to this code and all relevant laws, ordinances, rules, and regulations. The first sheet of each set of plans shall include contact information for the owner and the person or persons who prepared the plans. Plans shall include a plot plan showing all existing property lines labeled and fully dimensioned, the elevations of the top and toe of cuts and fills, and the location of the proposed building with distances to all property lines and to every existing building on the property. Instead of detailed specifications, the county building official may approve references on the plans to a specific section or part of this code or other ordinances or laws.

- (4) Section 110.1 (Inspections - General) of CBC Chapter 1 is amended by adding the following to the end of that section:

At the time of first inspection by the county building official, a California licensed Land Surveyor or Civil Engineer shall certify in writing that the structure is placed according to the approved set of plans. The written certification must include the site address and permit number. This requirement does not apply to alterations or repairs to existing structures that do not affect the exterior limits of the existing structures.

- (b) Section 420.13 [HCD] (Electric vehicle (EV) charging for new construction) of CBC Chapter 4 (Special Detailed Requirements Based on Occupancy and Use) is amended to read:

420.13 Electric vehicle (EV) charging for new construction. Newly constructed Group R-1, R-2, and R-3 buildings shall be provided with infrastructure to facilitate future installation and use of electric vehicle (EV) chargers, and, where required, newly constructed Group R-2 buildings shall be provided with electric vehicle charging spaces equipped with fully-operational EV chargers, in accordance with the California Green Building Standards Code (CALGreen), Chapter 4, Division 4.1.

- (c) Section 907.2.10.9.1 is added to Section 907.2.10.9 (Existing Group R occupancies) of CBC Chapter 9 (Fire Protection Systems), to read:

907.2.10.9.1 Existing flat roof buildings. In existing flat roof buildings, the installation of a smoke detector that complies with California Residential Code Section R314.6 shall be required when a pitched roof is added on top of the

existing flat roof and the solid sheathing of the flat roof is not removed.

- (d) Section 1405.2 is added to Section 1405 (Combustible materials on the exterior side of exterior walls) of CBC Chapter 14 (Exterior Walls), to read:

1405.2 Wood shakes or shingles. Wood shakes or shingles used for exterior wall covering shall be fire treated unless there is a minimum of 10 feet from the exterior wall (including shakes or shingles) to the property line or the exterior wall faces a street.

- (e) In Section 1705.3 (Concrete construction) of CBC Chapter 17 (Special Inspections and Tests), Exception 1 is amended to read:

1. Isolated spread concrete footings of buildings three stories or less above grade plane that are fully supported on earth or rock, where the structural design of the footing is based on a specified compressive strength of no greater than 2,500 pound per square inch (psi) (17.2 Mpa).

- (f) Section 1809.8 (Plain concrete footings) of CBC Chapter 18 (Soils and Foundations) is deleted.

- (g) Section 1810.3.9.3 (Placement of reinforcement) of CBC Chapter 18 (Soils and Foundations) is amended by deleting Exception 3.

- (h) Section 1905.1.7 (ACI 318, Section 14.1.4) of CBC Chapter 19 (Concrete) is amended to read:

1905.1.7 ACI 318, Section 14.1.4. Delete ACI 318, Section 14.1.4, and replace with the following:

14.1.4 - Plain concrete in structures assigned to Seismic Design Category C, D, E, or F.

14.1.4.1- Structures assigned to Seismic Design Category C, D, E, or F shall not have elements of structural plain concrete, except as follows:

- (a) Reserved.
- (b) Isolated footings of plain concrete supporting pedestals or columns are permitted, provided the projection of the footing beyond the face of the supported member does not exceed the footing thickness.

- (c) Plain concrete footings supporting walls are permitted, provided the footings have at least two continuous longitudinal reinforcing bars. Bars shall not be smaller than No. 4 and shall have a total area of not less than 0.002 times the gross cross-sectional area of the footing. A minimum of one bar shall be provided at the top and bottom of the footing. Continuity of reinforcement shall be provided at corners and intersections.
- (i) Section 1906.1 (Structural Plain Concrete - Scope) of CBC Chapter 19 (Concrete) is amended by deleting the exception.
- (j) Section 1907.1 (Minimum Slab Provisions - General) of CBC Chapter 19 (Concrete) is amended by adding the following sentence to that section:

Slabs shall have a minimum reinforcement of 6-inch by 6-inch by 10-gauge wire mesh or equal at mid-height.
- (k) Appendix C and Appendix I of the CBC are incorporated into the County building code. Appendix A, Appendix B, Appendix D, Appendix E, Appendix F, Appendix G, Appendix H, Appendix J, Appendix K, Appendix L, and Appendix M of the CBC are excluded from the County building code. (Ords. 2019-31 § 3, 2016-22 § 3, 2013- 24 § 3, 2011-03 § 3, 2007-54 § 4, 2002-31 § 3, 99- 17 § 6, 99-1, 90-100 § 6, 87-55 § 5, 80-14 § 6, 74-30 § 1.)

74-4.004 Amendments to CRC. The 2019 California Residential Code ("CRC") is amended by the changes, additions, and deletions set forth in this chapter and Division 72. Section numbers used below are those of the 2019 California Residential Code.

- (a) Sections R103, R112, and R113 of CRC Chapter 1 (Scope and Application) are deleted.
- (b) In Section R105.2 (Work exempt from permit) of CRC Chapter 1 (Scope and Application), subsection 3 is amended to read:
 - 3. Retaining walls that are not more than 3 feet in height measured from the top of the footing to the top of the wall and that have a downward ground slope at the bottom of the retaining wall not exceeding 1(vertical):10(horizontal), unless supporting a surcharge or ground slope exceeding 1(vertical):2(horizontal) or impounding Class I, II, or III-a liquids.
- (c) Section R314.8.1.1 is added to Section R314.8 (Existing Group R-3 occupancies) of CRC Chapter 3 (Building Planning), to read:

R314.8.1.1 Existing flat roof buildings. In existing flat roof buildings, the installation of a smoke detector that complies with Section R314.6 shall be required when a pitched roof is added on top of the existing flat roof and the solid sheathing of the flat roof is not removed.

(d) Section R602.10.3(3) (Bracing Requirements Based on Seismic Design Category) of CRC Chapter 6 (Wall Construction) is amended as follows:

(1) The title of Table R602.10.3(3) is amended to read:

TABLE R602.10.3(3)^g

(2) Footnote "g" is added to Table R602.10.3(3), to read:

g. In Seismic Design Categories D0, D1, and D2, Method GB is not permitted and the use of Method PCP is limited to one-story dwellings and accessory structures.

(e) Section R602.10.4.5 is added to Section R602.10.4 (Construction methods for braced wall panels) of CRC Chapter 6 (Wall Construction), to read:

R602.10.4.5 Limits on methods GB and PCP. In Seismic Design Categories D0, D1, and D2, Method GB is not permitted, but gypsum board is permitted to be installed on the opposite side of the studs from other types of braced wall panel sheathing. In Seismic Design Categories D0, D1, and D2, the use of Method PCP is limited to one-story dwellings and accessory structures.

(f) Appendix H of the CRC is incorporated into the County building code. Appendix A, Appendix B, Appendix C, Appendix D, Appendix E, Appendix F, Appendix G, Appendix I, Appendix J, Appendix K, Appendix L, Appendix M, Appendix N, Appendix O, Appendix P, Appendix Q, Appendix R, Appendix S, Appendix T, Appendix U, Appendix V, and Appendix W of the CRC are excluded from the County building code. (Ords. 2019-31 § 3, 2016-22 § 3, 2013- 24 § 3, 2011-03 § 3.)

74-4.006 Amendments to CGBSC. The 2019 California Green Building Standards Code ("CGBSC") is amended by the changes, additions, and deletions set forth in this chapter and Division 72. Section numbers used below are those of the 2019 California Green Building Standards Code.

(a) Section 202 (Definitions) of CGBSC Chapter 2 (Definitions) is amended by replacing the definition of Electric Vehicle Charging Space (EV Space) with the following:

ELECTRIC VEHICLE CHARGING SPACE (EV SPACE). A space intended for current or future installation of EV charging equipment and charging of electric vehicles.

- (b) Section 301.1.1 (Additions and alterations) of CGBSC Chapter 3 (Green Building) is amended to read:

Section 301.1.1 Additions and alterations. The mandatory provisions of Chapter 4 shall apply to additions or alterations of existing residential buildings where the addition or alteration increases the building's conditioned area, volume, or size. The requirements shall apply only to and within the specific area of the addition or alteration.

The mandatory provisions of Section 4.408 shall apply to the following types of construction or demolition projects for existing residential buildings:

1. Projects that increase the total combined conditioned and unconditioned building area by 5,000 square feet or more.
2. Alterations to existing structures impacting 5,000 square feet or more of total combined conditioned and unconditioned building area.
3. Demolition projects when a demolition permit is required.

Exception: Demolition projects undertaken because the enforcing agency has determined that the demolition is necessary to abate a public nuisance or otherwise protect public health and safety.

For the purposes of determining whether a project meets the 5,000 square-foot threshold, the enforcing agency may deem all phases of a project and all related projects taking place on a single or adjoining parcel(s) as a single project.

- (c) Section 301.3.2 (Waste diversion) of CGBSC Chapter 3 (Green Building) is amended to read:

Section 301.3.2 Waste diversion. The requirements of Section 5.408 shall apply to additions, alterations, and demolition whenever a permit is required for work.

Exception: Demolition projects undertaken because the enforcing agency has determined that the demolition is necessary to abate a public nuisance or otherwise protect public health and safety.

- (d) Section 4.106.4.2 (New multifamily dwellings) of CGBSC Chapter 4 (Residential Mandatory Measures) is amended to read:

Section 4.106.4.2 New multifamily dwellings. For any new multifamily dwelling other than a dwelling type specified in Section 4.106.4.1, if residential parking is provided, 10 percent of the total number of parking spaces at the dwelling site shall be electric vehicle charging spaces (EV spaces). Half of the EV spaces, but not less than one, shall be equipped with fully-operational electric vehicle supply equipment (EVSE). The remaining EV spaces shall be capable of supporting future EVSE. The location and type of each EV space shall be identified on construction documents. Calculations to determine the number of EV spaces shall be rounded up to the nearest whole number.

- (e) Section 4.408.1 (Construction waste management) of CGBSC Chapter 4 (Residential Mandatory Measures) is amended to read:

Section 4.408.1 Construction waste management. Recycle and/or salvage for reuse a minimum of 65 percent of the nonhazardous construction and demolition waste in accordance with Section 4.408.2.

Exceptions:

1. Excavated soil and land-clearing debris.
2. The enforcing agency may identify alternate waste reduction requirements if the agency determines that an owner or contractor has adequately demonstrated that diversion facilities necessary for the owner to comply with this section do not exist or are not located within a reasonable distance from the jobsite.

- (f) Section 4.408.2 (Construction waste management plan) of CGBSC Chapter 4 (Residential Mandatory Measures) is amended to read:

Section 4.408.2 Construction waste management plan. Submit a construction waste management plan for the project, signed by the owner, in conformance with Items 1 through 5 prior to issuance of building permit. The construction waste management plan shall be updated as necessary upon approval by the enforcing agency and shall be available during construction for examination by the enforcing agency. The plan must do all of the following:

1. Identify the construction and demolition waste materials to be diverted from disposal by recycling, reuse on the project, or salvage for future use or sale.

2. Specify if construction and demolition waste materials will be sorted on-site (source-separated) or bulk mixed (single stream).
3. Identify diversion and disposal facilities where the construction and demolition waste material will be taken and identify the waste management companies, if any, that will be utilized to haul the construction and demolition waste material. A waste management company utilized to haul construction and demolition waste material must have all applicable County approvals.
4. Identify construction methods employed to reduce the amount of construction and demolition waste generated.
5. Specify that the amount of construction and demolition debris shall be calculated consistent with the enforcing agency's requirements for the weighing of debris. The owner shall ensure that all construction and demolition debris diverted or disposed are measured and recorded by weight or volume using the most accurate method of measurement available. To the extent practicable, all construction and demolition debris shall be weighed using scales. Scales shall be in compliance with all regulatory requirements for accuracy and maintenance. For construction and demolition debris for which weighing is not possible due to lack of scales or not practical due to materials being reused on-site or elsewhere or other considerations, a volumetric measurement shall be used. The owner shall convert volumetric measurements to weight using the standardized conversion factors approved by the enforcing agency for this purpose.

(g) Section 4.408.3 (Waste management company) of CGBSC Chapter 4 (Residential Mandatory Measures) is deleted.

(h) Section 4.408.5 (Documentation) of CGBSC Chapter 4 (Residential Mandatory Measures) is amended to read:

Section 4.408.5 Documentation. A construction waste management final report containing information and supporting documentation that demonstrates compliance with Section 4.408.1, Section 4.408.2, Items 1 through 5, and, when applicable, Section 4.408.4 or Section 4.408.4.1, shall be provided to the enforcing agency before the final inspection. The required documentation shall include, but is not necessarily limited to, the following:

1. Documentation of the quantity by weight of each material type diverted or disposed, consistent with the requirements of Section 4.408.2, Item 5, and receipts or written certification from all receiving facilities utilized to divert or dispose waste generated by the project that substantiate the amounts specified on the construction waste management final report; or
 2. For projects that satisfy the waste stream reduction alternative specified in Section 4.408.4 or Section 4.408.4.1, documentation of the quantity by weight of each material type disposed and the total combined weight of construction and demolition waste disposed in landfills as a result of the project, the corresponding pounds disposed per square foot of the building area, and receipts or written certification from all receiving facilities utilized to dispose waste generated by the project that substantiate the amounts specified on the construction waste management final report.
- (i) Section 5.106.5.3 (Electric vehicle (EV) charging) of CGBSC Chapter 5 (Nonresidential Mandatory Measures) is amended to read:

Section 5.106.5.3 Electric vehicle (EV) charging. [N] New nonresidential construction shall provide the required number of electric vehicle charging spaces (EV spaces) per Table 5.106.5.3.3. Each EV space shall be equipped with fully-operational electric vehicle supply equipment (EVSE). Each EV space shall be constructed in accordance with the California Building Code and California Electrical Code.

- (j) Section 5.106.5.3.1 (Single charging space requirements) of CGBSC Chapter 5 (Nonresidential Mandatory Measures) is deleted.
- (k) Section 5.106.5.3.2 (Multiple charging space requirements) of CGBSC Chapter 5 (Nonresidential Mandatory Measures) is deleted.
- (l) Section 5.106.5.3.3 (EV charging space calculations) of CGBSC Chapter 5 (Nonresidential Mandatory Measures) is amended to read:

Section 5.106.5.3.3 EV charging space calculations. [N] For new nonresidential construction, the required number of EV charging spaces equipped with fully-operational EVSE is calculated in accordance with Table 5.106.5.3.3.

Exception: On a case-by-case basis, the building official may authorize new construction to include fewer EV charging spaces than would otherwise be required by Table 5.106.5.3.3, or require no spaces, if the

building official determines either of the following:

1. There is insufficient electrical supply to the new construction to adequately serve the required number of EV charging spaces.
2. The cost of the new construction will be substantially adversely impacted by any local utility infrastructure design requirements that are directly related to the installation of the required number of EV charging spaces.

TABLE 5.106.5.3.3

NONRESIDENTIAL CHARGING SPACE CALCULATION	
TOTAL NUMBER OF PARKING SPACES	NUMBER OF REQUIRED EV CHARGING SPACES
1—9	0
10	1
11—25	2
26—50	3
51—75	5
76—100	6
101—200	12
201 and over	6%*
*Calculation for spaces shall be rounded up to the nearest whole number	

(m) Section 5.106.5.3.4 (Identification) of CGBSC Chapter 5 (Nonresidential Mandatory Measures) is deleted.

(n) Section 5.106.5.3.5 (Future charging spaces) of CGBSC Chapter 5 (Nonresidential Mandatory Measures) is amended to read:

Section 5.106.5.3.5 Designated parking credit. [N] Each EV charging space required by Section 5.106.5.3.3 shall be counted as one designated parking space required by Section 5.106.5.2.

(o) Section 5.408.1 (Construction waste management) of CGBSC Chapter 5 Nonresidential Mandatory Measures) is amended to read:

Section 5.408.1 Construction waste management. Recycle and/or salvage for reuse a minimum of 65 percent of the nonhazardous construction and demolition waste in accordance with Section 5.408.1.1.

Exceptions:

1. Excavated soil and land-clearing debris.
2. The enforcing agency may identify alternate waste reduction requirements if the agency determines that an owner or contractor has adequately demonstrated that diversion facilities necessary for the owner to comply with this section do not exist or are not located within a reasonable distance from the jobsite.

(p) Section 5.408.1.1 (Construction waste management plan) of CGBSC Chapter 5 Nonresidential Mandatory Measures) is amended to read:

Section 5.408.1.1 Construction waste management plan. Submit a construction waste management plan for the project, signed by the owner, in conformance with Items 1 through 5 prior to issuance of building permit. The construction waste management plan shall be updated as necessary upon approval by the enforcing agency and shall be available during construction for examination by the enforcing agency. The plan must do all of the following:

1. Identify the construction and demolition waste materials to be diverted from disposal by recycling, reuse on the project, or salvage for future use or sale.
2. Specify if construction and demolition waste materials will be sorted on-site (source-separated) or bulk mixed (single stream).
3. Identify diversion and disposal facilities where the construction and demolition waste material will be taken and identify the waste management companies, if any, that will be utilized to haul the construction and demolition waste material. A waste management company utilized to haul construction and demolition waste material must have all applicable County approvals.
4. Identify construction methods employed to reduce the amount of construction and demolition waste generated.
5. Specify that the amount of construction and demolition debris shall be calculated consistent with the enforcing agency's requirements for the weighing of debris. The owner shall ensure that all construction and demolition debris diverted or disposed are measured and recorded by weight or volume using the most accurate method of measurement available. To the extent

practicable, all construction and demolition debris shall be weighed using scales. Scales shall be in compliance with all regulatory requirements for accuracy and maintenance. For construction and demolition debris for which weighing is not possible due to lack of scales or not practical due to material being reused on-site or elsewhere or other considerations, a volumetric measurement shall be used. The owner shall convert volumetric measurements to weight using the standardized conversion factors approved by the enforcing agency for this purpose.

- (q) Section 5.408.1.2 (Waste management company) of CGBSC Chapter 5 (Nonresidential Mandatory Measures) is deleted.
- (r) Section 5.408.1.4 (Documentation) of CGBSC Chapter 5 (Nonresidential Mandatory Measures) is amended to read:

Section 5.408.1.4 Documentation. A construction waste management final report containing information and supporting documentation that demonstrates compliance with Section 5.408.1, Section 5.408.1.1, Items 1 through 5, and, when applicable, Section 5.408.1.3, shall be provided to the enforcing agency before the final inspection. The required documentation shall include, but is not necessarily limited to, the following:

1. Documentation of the quantity by weight of each material type diverted or disposed, consistent with the requirements of Section 5.408.1.1, Item 5, and receipts or written certification from all receiving facilities utilized to divert or dispose waste generated by the project that substantiate the amounts specified on the construction waste management final report; or
2. For projects that satisfy the waste stream reduction alternative specified in Section 5.408.1.3, documentation of the quantity by weight of each new construction material type disposed and the total combined weight of new construction waste disposed as a result of the project, the corresponding pounds of new construction disposal per square foot of the building area, and receipts or written certification from all receiving facilities utilized to dispose waste generated by the project that substantiate the amounts specified on the construction waste management final report.

(Ords. 2019-31 § 3, 2016-22 § 3, 2015-22 § 2.)

74-4.008 Amendments to CEBC. The 2019 California Existing Building Code ("CEBC") is amended by the changes, additions, and deletions set forth in this chapter and Division 72. Section numbers used below are those of the 2019 California Existing Building Code

(a) CEBC Chapter 1 (Scope and Administration) is amended by the provisions of Division 72 of this code and as follows:

- (1) Sections 103, 112, 113, and 115 of CEBC Chapter 1 are deleted.
- (2) Section 106.1 (Construction Documents - General) of CEBC Chapter 1 is amended by deleting the exception.
- (3) Section 106.2.1 (Construction documents) of CEBC Chapter 1 is amended to read:

106.2.1 Construction documents. Construction documents shall include dimensions and shall be drawn to scale on suitable material. Electronic media documents may be submitted when approved in advance by the building official. Construction documents shall be of sufficient clarity to indicate the location, nature, and extent of the work proposed and to show in detail that it will conform to this code and all relevant laws, ordinances, rules, and regulations. The first sheet of each set of plans shall include contact information for the owner and the person or persons who prepared the plans. Plans shall include a plot plan showing all existing property lines labeled and fully dimensioned, the elevations of the top and toe of cuts and fills, and the location of the proposed building with distances to all property lines and to every existing building on the property. Instead of detailed specifications, the county building official may approve references on the plans to a specific section or part of this code or other ordinances or laws.

(Ords. 2019-31 § 3, 2016-22 § 3.)

SECTION IV. Section 76-2.002 (Adoption) of Division 76 (Electrical Code) of the County Ordinance Code is amended to read:

76-2.002 Adoption.

- (a) The electrical code of this county is the 2019 California Electrical Code (California Code of Regulations, Title 24, Part 3) ("CEC"), as amended by the changes, additions, and deletions set forth in this division and Division 72.
- (b) The 2019 California Electrical Code, with the changes, additions, and deletions set forth

in Chapter 76-4 and Division 72, is adopted by this reference as though fully set forth in this division.

- (c) At least one copy of this electrical code is now on file with the building inspection division, and the other requirements of Government Code section 50022.6 have been and shall be complied with.
- (d) As of the effective date of the ordinance from which this division is derived, the provisions of the electrical code are controlling and enforceable within the county. (Ords. 2019-31 § 4, 2016-22 § 4, 2013-24 § 4, 2011-03 § 4, 2007-54 § 5, 2002-31 § 4, 99-17 § 11, 89-60 § 2, 82-23 § 2, 79-67, 76-24.)

SECTION V. Section 78-2.002 (Adoption) of Division 78 (Plumbing Code) of the County Ordinance Code is amended to read:

78-2.002 Adoption.

- (a) The plumbing code of this county is the 2019 California Plumbing Code (California Code of Regulations, Title 24, Part 5), as amended by the changes, additions, and deletions set forth in Division 72.
- (b) The 2019 California Plumbing Code, with the changes, additions, and deletions set forth in Division 72, is adopted by this reference as though fully set forth in this division.
- (c) At least one copy of this plumbing code is now on file with the building inspection division, and the other requirements of Government Code section 50022.6 have been and shall be complied with.
- (d) As of the effective date of the ordinance from which this division is derived, the provisions of the plumbing code are controlling and enforceable within the county. (Ords. 2019-31 § 5, 2016-22 § 6, 2013-24 § 5, 2011-03 § 5, 2007-54 § 6, 2002-31 § 5, 99-17 § 12, 74-29.)

SECTION VI. Section 710-2.002 (Adoption) of Division 710 (Mechanical Code) of the County Ordinance Code is amended to read:

710-2.002 Adoption.

- (a) The mechanical code of this county is the 2019 California Mechanical Code (California Code of Regulations, Title 24, Part 4), as amended by the changes, additions, and deletions set forth in Division 72.
- (b) The 2019 California Mechanical Code, with the changes, additions, and deletions set

forth in Division 72, is adopted by this reference as though fully set forth in this division.

- (c) At least one copy of this mechanical code is now on file with the building inspection division, and the other requirements of Government Code section 50022.6 have been and shall be complied with.
- (d) As of the effective date of the ordinance from which this division is derived, the provisions of the mechanical code are controlling and enforceable within the county. (Ords. 2019-31 § 6, 2016-22 § 7, 2013-24 § 6, 2011-03 § 6, 2007-54 § 7, 2002-31 § 6, 99-17 § 13, 88-91 § 5, 74-31.)

SECTION VII. Section 72-6.212 of the County Ordinance Code is amended to read:

72-6.212 Expiration of permit. Every permit issued by the county building official becomes void if the building or work authorized is not begun within 12 months from the permit's date, or if it is suspended or abandoned for one hundred eighty continuous calendar days without excuse satisfying the county building official as being beyond control and remedy by the permittee. Evidence of starting work shall consist of at least one required inspection within 12 months of the permit issuance date or the date the permit was suspended or the work was abandoned. Once a permit becomes void, a new permit shall be obtained before any work is commenced or recommenced, and a new permit fee shall be paid. Any permittee holding an unexpired permit may apply for a permit extension upon a showing of good and satisfactory reason acceptable to the county building official. If the permittee is unable to commence work within the time required by this section, the county building official may extend the time of the permit for a period not exceeding one hundred eighty days upon written request by the permittee. No permit shall be extended more than once. (Ords. 2019-31 § 7, 2007-54 § 2, 2002-31 § 2, 99-1 § 5, 87-55 § 3, 80-14 § 3, 74-32 § 2, 71-32 § 1, 67-70 § 3: prior code § 7106: Ord. 1372 § 5H).

SECTION VIII. Section 72-6.416 of the County Ordinance Code is deleted.

SECTION IX. Section 76-4.404 of the County Ordinance Code is amended to read:

76-4.404 Approved equipment. When obtainable, electrical equipment that an approved testing laboratory has examined, listed or labeled as conforming to applicable standards shall be used in preference to others. (Ords. 2019-31 § 9, 2007-54 2007-54 § 5, 2002-31 § 4, 99-17 § 11, 89-60 § 2, 82-23 § 2, 82-23 § 2, 79-67, 76-24).

SECTION X. Section 76-4.614 of the County Ordinance Code is deleted.

SECTION XI. Chapter 718-16 (Residential Sprinkler System Option) of the County Ordinance Code is deleted in its entirety.

SECTION XII VALIDITY. The Contra Costa County Board of Supervisors declares that if any

section, paragraph, sentence, or word of this ordinance or of the 2019 California Building Code, Residential Code, Green Building Code, Plumbing Code, Electrical Code, Mechanical code, or Existing Building Code as adopted and amended herein is declared for any reason to be invalid, it is the intent of the Contra Costa County Board of Supervisors that it would have passed all other portions or provisions of this ordinance independent of the elimination herefrom any portion or provision as may be declared invalid.

SECTION XIII. EFFECTIVE DATE. This ordinance becomes effective on January 1, 2020 or 30 days after passage, whichever is later. Within 15 days of passage, this ordinance shall be published once in the East Bay Times, a newspaper published in this County. This ordinance shall be published in a manner satisfying the requirements of Government Code section 25124, with the names of supervisors voting for and against it.

PASSED on November 12 2019, by the following vote:

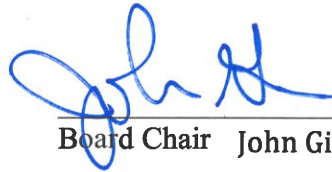
AYES: Gioia, Andersen, Burgis, Mitchoff, Glover

NOES: None

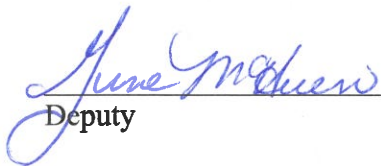
ABSENT: None

ABSTAIN: None

ATTEST: DAVID J. TWA,
Clerk of the Board of Supervisors
and County Administrator


Board Chair John Gioia

By:


Deputy

[SEAL]

KCK:

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Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: November 12, 2019

Subject: APPROVE Amendment No. 1 to the Real Property Services Agreement with the City of Saratoga for the Quito Road Bridge Replacement Project.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Chair, Board of Supervisors, to execute Amendment No. 1 to the Real Property Services Agreement with the City of Saratoga (City), to increase the amount payable to the County by \$25,000, to a new total of \$65,000, effective November 12, 2019, in connection with the City's Quito Road Bridge Replacement Project, Saratoga area. (Project No. 4580-6X5882/Federal Project No.: BRLS 5332(004))

FISCAL IMPACT:

100% City Funds. The City will pay the actual costs of services performed by the Real Estate Division, up to the payment limit as amended.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/12/2019** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: November 12, 2019

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

By: Stacey M. Boyd, Deputy

Contact: Stacey Sinclair, 925.
957-2464

cc:

BACKGROUND:

The City requires a variety of right of way services related to the Quito Road Bridge Replacement Project, but has no right of way staff and has contracted with the County for these services. On May 10, 2016, the Board approved the original agreement between the County and City. The parties now wish to increase the payment limit in order to cover costs for right of way services required for certifying the project and file close outs with Caltrans.

CONSEQUENCE OF NEGATIVE ACTION:

The City will not be able to contract for the County's right of way services.

AGENDA ATTACHMENTS

Attachment 1 Amendment No 1

Appendix "A" Pay Rate Schedule

Real Property Srv Agrmnt Quito Rd Bridges Project

MINUTES ATTACHMENTS

Signed: Real Property Service Agreement

ATTACHMENT 1 AMENDMENT NO. 1

Project: Quito Road Bridges.

A. Budget.

The Payment Limit, as set forth in Section 4 of the Agreement, is increased by \$25,000 from \$40,000 to a new Payment Limit of \$65,000. This increase is based on the following estimated budget:

ADMINISTRATION	\$ 25,000
APPRAISAL SUPPORT	\$ 8,000
NEGOTIATIONS/ACQUISITION	\$ 17,000
CONDEMNATION	\$ 9,000
RIGHT OF WAY CERTIFICATION	<u>\$ 6,000</u>
	\$ 65,000

TOTAL BUDGET FOR THE PROJECT: \$ 65,000

B. Charge-Out Rates. County will charge City for Services under this Agreement at the following hourly rates:

REAL PROPERTY AGENT	HOURLY CHARGE OUT RATE
	Hourly Rate
Principal Real Property Agent	\$177/hr to \$249/hr
Supervising Real Property Agent	\$147/hr to \$207/hr
Senior Real Property Agent	\$131/hr to \$189/hr
Assistant Real Property Agent	\$101/hr to \$142/hr
Senior Real Property Technical Assistant	\$ 95/hr to \$133/hr
Real Property Technical Assistant	\$ 82/hr to \$119/hr

APPENDIX "A"
Pay Rate Schedule

City shall reimburse the COUNTY for labor costs as detailed below:

1. COUNTY direct labor rates shall include the base salary wages paid to personnel plus fringe benefits. Total labor rate shall include direct labor rate multiplied by County's overhead rate. The total labor rate shall not exceed the range of labor rates by classification, included as Attachment 1.
2. COUNTY's overhead rate shall be a summation of division and department overhead rates. Appropriate overhead rates for COUNTY shall be developed based on procedure previously approved as described below:

In general, the division overhead rates are determined by identifying each division's total expenditures after adjustments less any non-labor generated revenue. The division expenditures are then divided by the productive hours for the division establishing the overhead rate needed to cover the remaining net cost of division expenditures. The department overhead rates are determined similar to the division rate by dividing the total department expenditures by the total billable hours. Each year overhead rates will be evaluated and adjusted to reflect the actual costs from the previous fiscal year.

3. COUNTY may adjust both labor rates and overhead rates periodically due to contracted salary increases and overhead rate changes. COUNTY shall submit any changes to rates to the City prior to invoicing.

REAL PROPERTY SERVICES AGREEMENT
QUITO ROAD BRIDGES PROJECT
AMENDMENT NO. 1

Contract 183

1. **Effective Date and Parties.** Effective on November 12, 2019, the COUNTY OF CONTRA COSTA, a political subdivision of the State of California (hereinafter referred to as "County"), and CITY OF SARATOGA, a municipal corporation (hereinafter referred to as "CITY"), hereby amend the Real Property Services Agreement ("Agreement") entered into by the parties (effective May 10, 2016), as follows:
2. **Payment Limit Increase:** The payment limit of the above-described Agreement is hereby increased by \$25,000 from \$40,000 to a new total payment limit of \$65,000, as detailed in Appendix "A". Appendix "A" attached to the Agreement is replaced with new Appendix "A" attached hereto.

COUNTY OF CONTRA COSTA

CITY OF SARATOGA

By _____
John Gioia
Chair, Board of Supervisors

By _____
James Lindsay
City Manager

Attested by: _____

Attested

by:

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

Debbie Bretschneider
City Clerk

Recommended For Approval:

By _____
Brian M. Balbas
Public Works Director

By _____
Karen A. Laws
Principal Real Property Agent

Approved as to Form:
Sharon L. Anderson, County Counsel

Approved as to Form:
City Attorney

By _____
Deputy County Counsel

By _____
Richard S. Taylor

REAL PROPERTY SERVICES AGREEMENT
QUITO ROAD BRIDGES PROJECT
AMENDMENT NO. 1

Contract 183

1. **Effective Date and Parties.** Effective on November 12, 2019, the COUNTY OF CONTRA COSTA, a political subdivision of the State of California (hereinafter referred to as "County"), and CITY OF SARATOGA, a municipal corporation (hereinafter referred to as "CITY"), hereby amend the Real Property Services Agreement ("Agreement") entered into by the parties (effective May 10, 2016), as follows:

2. **Payment Limit Increase:** The payment limit of the above-described Agreement is hereby increased by \$25,000 from \$40,000 to a new total payment limit of \$65,000, as detailed in Appendix "A". Appendix "A" attached to the Agreement is replaced with new Appendix "A" attached hereto.


COUNTY OF CONTRA COSTA

CITY OF SARATOGA

By 

John Gioia
Chair, Board of Supervisors

By _____
James Lindsay
City Manager

Attested by: 

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

Attested by: _____
Debbie Bretschneider
City Clerk

Recommended For Approval:

By _____
Brian M. Balbas
Public Works Director

By _____
Jessica Dillingham
Principal Real Property Agent

Approved as to Form:
Sharon L. Anderson, County Counsel

Approved as to Form:
City Attorney

By _____
Deputy County Counsel

By _____
Richard S. Taylor

ATTACHMENT 1 AMENDMENT NO. 1

Project: Quito Road Bridges.

A. Budget.

The Payment Limit, as set forth in Section 4 of the Agreement, is increased by \$25,000 from \$40,000 to a new Payment Limit of \$65,000. This increase is based on the following estimated budget:

ADMINISTRATION	\$ 25,000
APPRAISAL SUPPORT	\$ 8,000
NEGOTIATIONS/ACQUISITION	\$ 17,000
CONDEMNATION	\$ 9,000
RIGHT OF WAY CERTIFICATION	<u>\$ 6,000</u>
	\$ 65,000

TOTAL BUDGET FOR THE PROJECT: \$ 65,000

B. Charge-Out Rates. County will charge City for Services under this Agreement at the following hourly rates:

REAL PROPERTY AGENT	HOURLY CHARGE OUT RATE
	Hourly Rate
Principal Real Property Agent	\$177/hr to \$249/hr
Supervising Real Property Agent	\$147/hr to \$207/hr
Senior Real Property Agent	\$131/hr to \$189/hr
Assistant Real Property Agent	\$101/hr to \$142/hr
Senior Real Property Technical Assistant	\$ 95/hr to \$133/hr
Real Property Technical Assistant	\$ 82/hr to \$119/hr

APPENDIX "A"
Pay Rate Schedule

City shall reimburse the COUNTY for labor costs as detailed below:

1. COUNTY direct labor rates shall include the base salary wages paid to personnel plus fringe benefits. Total labor rate shall include direct labor rate multiplied by County's overhead rate. The total labor rate shall not exceed the range of labor rates by classification, included as Attachment 1.
2. COUNTY's overhead rate shall be a summation of division and department overhead rates. Appropriate overhead rates for COUNTY shall be developed based on procedure previously approved as described below:

In general, the division overhead rates are determined by identifying each division's total expenditures after adjustments less any non-labor generated revenue. The division expenditures are then divided by the productive hours for the division establishing the overhead rate needed to cover the remaining net cost of division expenditures. The department overhead rates are determined similar to the division rate by dividing the total department expenditures by the total billable hours. Each year overhead rates will be evaluated and adjusted to reflect the actual costs from the previous fiscal year.

3. COUNTY may adjust both labor rates and overhead rates periodically due to contracted salary increases and overhead rate changes. COUNTY shall submit any changes to rates to the City prior to invoicing.



Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: November 12, 2019

Subject: Contract Amendment #2 for the 2017 On-Call Concrete Services Contract for Various Road and Flood Control Maintenance Work, Countywide.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract amendment with Kerex Engineering, Inc., effective November 12, 2019, to increase the payment limit by \$150,000 to a new payment limit of \$300,000, with no change to the term March 28, 2017 to March 28, 2020 for the 2017 On-Call Concrete Services Contract(s) for Various Road and Flood Control Maintenance Work, Countywide.

FISCAL IMPACT:

100% Local Road and Flood Control District Funds.

BACKGROUND:

On March 28, 2017, the County awarded two on-call concrete services contracts for various road and flood control maintenance work to supplement the maintenance crews routine and emergency work while they are busy with other activities, and to perform work that is typically time-sensitive and may require specialized equipment and skills.

Contract Amendment #1, which was approved by the Board of Supervisors on March 13, 2018, extended the completion dates for each contract from March 28, 2017 to March 28, 2020. Sposeto Engineering, Inc. did not seek to extend their contract, thus leaving only Kerex

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: 11/12/2019 APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: November 12, 2019

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

By: June McHuen, Deputy

Contact: Ron Thai 925
313-7003

cc:

BACKGROUND: (CONT'D)

Engineering, Inc. available to perform work.

Due to the expired contract with Sposeto Engineering, Inc. in March 2018, additional funds are required so that Kerex Engineering, Inc. may perform work that would have otherwise been performed by Sposeto Engineering, Inc. The Public Works Director recommends that the Board approve Contract Amendment #2 and authorize the Public Works Director, or designee, to sign Contract Amendment #2 for the County. Contract Amendment #2 will increase the maximum payment limit for Kerex Engineering, Inc. from \$150,000 to \$300,000.

CONSEQUENCE OF NEGATIVE ACTION:

These contracts originally had a term of one year, with the option of two one-year extensions. Contract Amendment #1 authorized one two-year extension of each contract. Contract Amendment #2 increases the payment limit of the contract with Kerex Engineering, Inc. to ensure sufficient funds to complete this year's projects in light of Sposeto Engineering Inc,'s contract expiration. Failure to approve Contract Amendment #2 may prevent the Public Works Department from completing routine road and flood control concrete maintenance work in a timely manner.



**Contra
Costa
County**

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: November 12, 2019

Subject: Prohibit stopping, standing, or parking of vehicles a portion of Las Juntas Way (Road No. 4054F), Walnut Creek area.

RECOMMENDATION(S):

ADOPT Traffic Resolution No. 2019/4488 to prohibit stopping, standing, or parking of vehicles on both sides of Las Juntas Way (Road No. 4054F) on the first Saturday of each month, between the hours of 12:00 AM and 4:00 AM, for street sweeping services, beginning at the south curb line prolongation of Cherry Lane (Road No. 4057B) and extending southerly to the north curbline prolongation of Roble Road, as recommended by the Public Works Director, Walnut Creek area.

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

The Traffic Section of the Public Works Department received a request to install signage informing the public of street sweeping dates and times. It appears the lack of signs notifying the public to keep the shoulders clear on Las Juntas Way, between Cherry Lane and Roble Road (private), on the first Saturday of every month, between the hours of 12 AM and 4 AM, was limiting compliance, proper sweeping, and the enforcement capabilities of the Sheriff's Office. In response, The Traffic Section is recommending adoption of this time-limited parking restriction to better facilitate street sweeping and support rigorous enforcement by the Sheriff's Office.

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

Action of Board On: **11/12/2019** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: November 12, 2019

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

By: June McHuen, Deputy

Contact: Monish Sen,
925.313.2187

cc:

CONSEQUENCE OF NEGATIVE ACTION:

Parking will remain unrestricted during the prescribed time, hindering street sweeping abilities.

AGENDA ATTACHMENTS

TR2019/4488

MINUTES ATTACHMENTS

Signed Traffic Resolution 2019/4488

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

Adopted this Traffic Resolution on November 12, 2019 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

TRAFFIC RESOLUTION NO. 2019/4488
Supervisorial District IV

SUBJECT: Prohibit stopping, standing, or parking of vehicles on both sides of Las Juntas Way (Road No. 4054F) on the first Saturday of each month, between the hours of 12:00 AM and 4:00 AM, Walnut Creek area. (District IV)

The Contra Costa Board of Supervisors RESOLVES that:

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

Pursuant to Section 22507.6 of the California Vehicle Code, stopping, standing, or parking, or standing of vehicles is hereby declared to be prohibited on both sides of Las Juntas Way (Road No. 4054F), on the first Saturday of each month between the hours of 12:00 AM and 4:00 AM, beginning at the south curb line prolongation of Cherry Lane (Road No. 4057B) and extending southerly to the north curb line prolongation of Roble Road, Walnut Creek area.

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

ATTESTED: _____
David Twa, Clerk of the Board of Supervisors and County Administrator

By _____, Deputy

MS:sr

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

cc: California Highway Patrol
Sheriff Department

TRAFFIC RESOLUTION NO. 2019/4488

THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA

Adopted this Traffic Resolution on November 12, 2019 by the following vote:

AYES: Gioia, Andersen, Burgis, Mitchoff, Glover

NOES: None

ABSENT: None

TRAFFIC RESOLUTION NO. 2019/4488
Supervisory District IV

ABSTAIN: None

SUBJECT: Prohibit stopping, standing, or parking of vehicles on both sides of Las Juntas Way (Road No. 4054F) on the first Saturday of each month, between the hours of 12:00 AM and 4:00 AM, Walnut Creek area. (District IV)

The Contra Costa Board of Supervisors RESOLVES that:

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

Pursuant to Section 22507.6 of the California Vehicle Code, stopping, standing, or parking, or standing of vehicles is hereby declared to be prohibited on both sides of Las Juntas Way (Road No. 4054F), on the first Saturday of each month between the hours of 12:00 AM and 4:00 AM, beginning at the south curb line prolongation of Cherry Lane (Road No. 4057B) and extending southerly to the north curb line prolongation of Roble Road, Walnut Creek area.

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

ATTESTED: November 12 2019
David Twa, Clerk of the Board of Supervisors and County Administrator

By June McShane, Deputy

MS:sr

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

cc: California Highway Patrol
Sheriff Department



Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: November 12, 2019

Subject: Notice of Completion of Construction Contract for the Marsh Creek Road Traffic Safety Improvements Project, Brentwood and Clayton areas.

RECOMMENDATION(S):

ADOPT Resolution No. 2019/631 accepting as complete the contracted work performed by Dirt Dynasty, Inc., for the Marsh Creek Road Traffic Safety Improvements Project, Brentwood and Clayton areas. Project No. 0662-6R4012 (District III & IV)

FISCAL IMPACT:

Project was funded by 83% Federal Highway Safety Improvement Program (HSIP) Funds and 17% East County Regional Area of Benefit 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 July 15, 2019.

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: 11/12/2019 APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: November 12, 2019

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

By: June McHuen, Deputy

Contact: Kevin Emigh,
925.313.2233

cc:

AGENDA ATTACHMENTS

Resolution No. 2019/631

MINUTES ATTACHMENTS

Signed Resolution No.

2019/631

Recorded at the request of: Clerk of the Board

Return To: Public Works Dept., Design/Const.

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

Adopted this Resolution on 11/12/2019 by the following vote:

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

NO:

ABSENT:

ABSTAIN:

RECUSE:

Resolution No. 2019/631

In the Matter of Accepting and Giving Notice of Completion of Contract for Marsh Creek Road Traffic Safety Improvements Project. (Project No. 0662-6R4012) (District III & IV)

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.: 0662-6R4012

Project Name: Marsh Creek Road Traffic Safety Improvements Project

Date of Work Completion: July 15, 2019

Description: Contra Costa County on April 9, 2019 contracted with Dirt Dynasty, Inc. for the work generally consisting of centerline rumble strip placement and upgrade of existing regulatory and warning signs to diamond grade reflectivity along Marsh Creek Road from the City/County limit of Clayton to Brentwood. Improvements also include a wood pole and streetlight installation and two (2) solar flashing beacons at the intersection of Marsh Creek Road and Deer Valley Road 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 Clayton and Brentwood areas, with Developers Surety and Indemnity Company, 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 July 15, 2019.

Identification of real property:

Clayton and Brentwood areas at: Marsh Creek Road

Fees: none

Comments: none

Contact: Kevin Emigh, 925.313.2233

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

ATTESTED: November 12, 2019

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

By: June McHuen, Deputy

cc:

Recorded at the request of: Clerk of the Board

Return To: Public Works Dept., Design/Const.

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

Adopted this Resolution on 11/12/2019 by the following vote:

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

NO:

ABSENT:

ABSTAIN:

RECUSE:

Resolution No. 2019/631

In the Matter of Accepting and Giving Notice of Completion of Contract for Marsh Creek Road Traffic Safety Improvements Project. (Project No. 0662-6R4012) (District III & IV)

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.: 0662-6R4012

Project Name: Marsh Creek Road Traffic Safety Improvements Project

Date of Work Completion: July 15, 2019

Description: Contra Costa County on April 9, 2019 contracted with Dirt Dynasty, Inc. for the work generally consisting of centerline rumble strip placement and upgrade of existing regulatory and warning signs to diamond grade reflectivity along Marsh Creek Road from the City/County limit of Clayton to Brentwood. Improvements also include a wood pole and streetlight installation and two (2) solar flashing beacons at the intersection of Marsh Creek Road and Deer Valley Road 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 Clayton and Brentwood areas, with Developers Surety and Indemnity Company, 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 July 15, 2019.

Identification of real property:

Clayton and Brentwood areas at: Marsh Creek Road

Fees: none

Comments: none

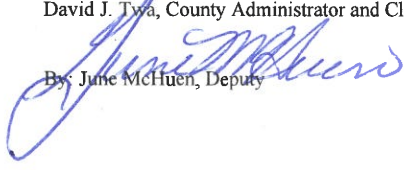
Contact: Kevin Emigh, 925.313.2233

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

ATTESTED: November 12, 2019

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

By: June McHuen, Deputy



cc:



Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: November 12, 2019

Subject: Notice of Completion of Construction Contract for the 2019 Asphalt Rubber Cape Seal Project, Lafayette, Martinez, and San Pablo areas.

RECOMMENDATION(S):

ADOPT Resolution No. 2019/632 accepting as complete the contracted work performed by Pavement Coatings, Inc., for the 2019 Asphalt Rubber Cape Seal Project, as recommended by the Public Works Director, Lafayette, Martinez, and San Pablo areas. Project No. 0672-6U2183/2184-18 (Districts I and IV)

FISCAL IMPACT:

The Project was funded by 10.3% CalRecycle Grant Funds and 89.7% Local Road 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 September 27, 2019.

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: **11/12/2019** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: November 12, 2019

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

By: June McHuen, Deputy

Contact: Kevin Emigh,
925.313.2233

cc:

AGENDA ATTACHMENTS

Resolution No. 2019/632

MINUTES ATTACHMENTS

Signed Resolution No.

2019/632

Recorded at the request of: Clerk of the Board

Return To: Public Works Dept., Design/Const.

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

Adopted this Resolution on 11/12/2019 by the following vote:

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

NO:

ABSENT:

ABSTAIN:

RECUSE:

Resolution No. 2019/632

IN THE MATTER OF: Accepting and Giving Notice of Completion of Contract for 2019 Asphalt Rubber Cape Seal and Micro-Surface Seal Project. (Project No. 0672-6U2183/2184) (District I and IV)

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.: 0672-6U2183/2184

Project Name: 2019 Asphalt Rubber Cape Seal Project

Date of Work Completion: September 27, 2019

Description: Contra Costa County on June 11, 2019 contracted with Pavement Coatings, Inc. for the work generally consisting of applying an asphalt rubber chip seal covered with a type II slurry seal to various roads in the Lafayette, Martinez, and San Pablo areas and applying a micro-surface treatment to Pleasant Hill Road and Taylor Boulevard in the Lafayette area.; work also included surface preparation, including sweeping, weed spray and removal, and tree trimming as necessary, striping and pavement marking removal and replacement of thermoplastic stripes and pavement markings 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 Lafayette, Martinez, and San Pablo areas, with The Ohio Casualty Insurance Company, 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 September 27, 2019.

Identification of real property:

San Pablo area at:

Bonnie Drive
Christine Court
Christine Drive
Denise Drive
Frances Road
Heather Drive
Jennifer Drive
Karen Road
Lettia Road
Linda Drive
Madeline Road
Marguerite Drive
Michele Drive
Montalvin Drive
Nancy Drive
Rachel Road
Shamrock Drive
Sheryl Drive
Ashbrook Drive
Bayside Court
Birch Court
Blackwood Court
Blackwood Drive
Broadmore Avenue
Cypress Avenue
Cypress Court
Del Monte Drive
Greenwich Court
Greenwich Road
Highlands Court
Highlands Road
Highlands Place
Lea Court
Manoa Court
Meadowlark Street
Oakmont Court
Rosedale Drive
Salem Court
Shore Haven Court
Southwood Drive
Surfside Court

Lafayette and Martinez areas at:

Benthill Court
Brookwood Court
Brookwood Drive
Byrdee Way
Cherry Hills Court
Cherry Hills Drive
Country Club Drive
Crestview Court
Dana Highlands Court

Del Centro Court
Del Este Street
Del Oceano Court
Del Rio Court
Del Rio Drive
Diablo View Road
Donegal Way
Foothill Park Circle
Francis Drive
Glen Oak Court
Gloria Terrace
Greenhills Drive
Hannibal Drive
Hidden Pond Road
Huston Road
Iroquois Drive
Jennifer Highlands Court
Joplin Court
Julie Highlands Court
La Playa Court
La Playa Drive
Laird Lane
Mohawk Drive
Padre Street
Pebble Beach Loop
Pleasant Hill Road
Ramada Court
Reliez Valley Road
Ridgecrest Court
Sharon Circle
Silverhill Court
Silverhill Drive
Silverhill Way
Smoketree Court
Sunrise Ridge Drive
Surmont Court
Surmont Drive
Theresa Lane
Villa Court
Wee Donegal
Whitfield Court
Withers Avenue

Fees: none

Legal References: none

Comments: none

Contact: Kevin Emigh, 925.313.2233

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

ATTESTED: November 12, 2019

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

By: June McHuen, Deputy

cc:

Recorded at the request of: Clerk of the Board

Return To: Public Works Dept., Design/Const.

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

Adopted this Resolution on 11/12/2019 by the following vote:

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

NO:

ABSENT:

ABSTAIN:

RECUSE:

Resolution No. 2019/632

IN THE MATTER OF: Accepting and Giving Notice of Completion of Contract for 2019 Asphalt Rubber Cape Seal and Micro-Surface Seal Project. (Project No. 0672-6U2183/2184) (District I and IV)

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.: 0672-6U2183/2184

Project Name: 2019 Asphalt Rubber Cape Seal Project

Date of Work Completion: September 27, 2019

Description: Contra Costa County on June 11, 2019 contracted with Pavement Coatings, Inc. for the work generally consisting of applying an asphalt rubber chip seal covered with a type II slurry seal to various roads in the Lafayette, Martinez, and San Pablo areas and applying a micro-surface treatment to Pleasant Hill Road and Taylor Boulevard in the Lafayette area.; work also included surface preparation, including sweeping, weed spray and removal, and tree trimming as necessary, striping and pavement marking removal and replacement of thermoplastic stripes and pavement markings 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 Lafayette, Martinez, and San Pablo areas, with The Ohio Casualty Insurance Company, 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 September 27, 2019.

Identification of real property:

San Pablo area at:

Bonnie Drive
Christine Court
Christine Drive
Denise Drive
Frances Road
Heather Drive
Jennifer Drive
Karen Road
Lettia Road
Linda Drive
Madeline Road
Marguerite Drive
Michele Drive
Montalvin Drive
Nancy Drive
Rachel Road
Shamrock Drive
Sheryl Drive
Ashbrook Drive
Bayside Court
Birch Court
Blackwood Court
Blackwood Drive
Broadmore Avenue
Cypress Avenue
Cypress Court
Del Monte Drive
Greenwich Court
Greenwich Road
Highlands Court
Highlands Road
Highlands Place
Lea Court
Manoa Court
Meadowlark Street
Oakmont Court
Rosedale Drive
Salem Court
Shore Haven Court
Southwood Drive
Surfside Court

Lafayette and Martinez areas at:

Benthill Court
Brookwood Court
Brookwood Drive
Byrdee Way
Cherry Hills Court
Cherry Hills Drive
Country Club Drive
Crestview Court
Dana Highlands Court

Del Centro Court
Del Este Street
Del Oceano Court
Del Rio Court
Del Rio Drive
Diablo View Road
Donegal Way
Foothill Park Circle
Francis Drive
Glen Oak Court
Gloria Terrace
Greenhills Drive
Hannibal Drive
Hidden Pond Road
Huston Road
Iroquois Drive
Jennifer Highlands Court
Joplin Court
Julie Highlands Court
La Playa Court
La Playa Drive
Laird Lane
Mohawk Drive
Padre Street
Pebble Beach Loop
Pleasant Hill Road
Ramada Court
Reliez Valley Road
Ridgecrest Court
Sharon Circle
Silverhill Court
Silverhill Drive
Silverhill Way
Smoketree Court
Sunrise Ridge Drive
Surmont Court
Surmont Drive
Theresa Lane
Villa Court
Wee Donegal
Whitfield Court
Withers Avenue

Fees: none

Legal References: none

Comments: none

Contact: Kevin Emigh, 925.313.2233

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

ATTESTED: November 12, 2019

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

By: June McHuen, Deputy





Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: November 12, 2019

Subject: APPROVE a License Agreement with Bridge Grayson Creek Associates for emergency vehicle access, Pleasant Hill area.

RECOMMENDATION(S):

As the governing body of the Contra Costa County Flood Control and Water Conservation District (District), APPROVE the License Agreement with Bridge Grayson Creek Associates for use of a portion of Grayson Creek Channel for emergency vehicle access near the Pleasant Hill area. The term begins April 1, 2019 through March 31, 2023, with one five-year renewal option. The annual fee for the first five years is \$2,000 with a \$1,000 increase for the renewal option.

AUTHORIZE the Chief Engineer, or designee, to execute, on behalf of the District, the License Agreement and to exercise any options to extend the lease term.

FISCAL IMPACT:

No fiscal impact to General Fund. The License Agreement will obligate Bridge Grayson to pay \$2,000 per year for a total of \$10,000. Payments will be deposited into the Contra Costa County Flood Control and Water Conservation District Flood Zone 3B account.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/12/2019** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: November 12, 2019

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

By: Stacey M. Boyd, Deputy

Contact: Angela Bell, 925.
957-2451

cc:

BACKGROUND:

The District owns property identified as the Grayson Creek Flood Control Channel near Chilpancingo Parkway in Pleasant Hill. In 2002, Bridge Grayson Creek Associates approached the District about using a portion of the property to meet conditions of approval related to the construction of an apartment that was completed and is located at 100 Chilpancingo Parkway. One of the conditions of approval was to provide a secondary access point for emergency vehicles, if the main entrance to the complex was not available. In 2002, the District issued Bridge Grayson a license agreement allowing them to enter a portion of the property to install improvement, construct, use and maintain a paved road for emergency vehicles. The license agreement has expired. In order to continue use and maintenance of the road, the Bridge Grayson and the District desire to enter into a new license agreement.

CONSEQUENCE OF NEGATIVE ACTION:

If this license agreement is not approved, Bridge Grayson Creek Associates will not be able to provide additional access for emergency vehicles and the District's Flood Zone 3B will not receive an annual deposit.

ATTACHMENTS

License Agreement

LICENSE AGREEMENT

This License Agreement ("Agreement") is effective December 1, 2019, ("Effective Date") by and between CONTRA COSTA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, hereinafter called "District," and BRIDGE GRAYSON CREEK ASSOCIATES, A CALIFORNIA LIMITED PARTNERSHIP, hereinafter called "Licensee." The District and the Licensee are sometimes referred to together as the "Parties" and individually as "Party."

Recitals

- A. The Licensee owns a housing development adjacent to the Property, located at 100 Chilpancingo Parkway, Pleasant Hill, California (the "Licensee Property"). The District is the owner of certain real property located adjacent to the Licensee Property along the west bank of Grayson Creek, in Pleasant Hill, and as shown in red in Exhibit "A" attached hereto (the "Property").
- B. The Licensee desires to obtain a license to enter and use the Property to maintain certain improvements, and for emergency access to the Licensee Property. The District is willing to grant Licensee a license to enter and use the Property for those purposes under the terms and conditions contained in this Agreement.

Agreement

Now, therefore, for good and valuable consideration, the receipt of which is hereby acknowledged by each Party, the Parties agree as follows:

- 1. **Grant of License.** Subject to the terms and conditions of this Agreement, District hereby grants to Licensee, for use by it and its officers, employees, agents, and contractors ("Licensee Parties"), a revocable nonexclusive license to enter, use, and maintain the Property for the purpose of maintaining (1) improvements described in those Civil Engineering plans entitled "Grayson Creek Apartments Site Improvement Plans" prepared by DK Associates, dated September 20, 2001, and as provided and approved as Flood Control Permit #624-00 ("Improvements"), and (2) a paved access road ("Access Road").
- 2. **District's Title.** Licensee hereby acknowledges District's fee title in and to the Property and agrees never to assail or to resist said title. Licensee agrees that it has not acquired, nor will it hereafter ever acquire, as a result this Agreement and the license granted hereunder, any rights or interest in the Property, nor does Licensee have nor will it obtain any right or claim to the use of the Property beyond those specifically granted in this Agreement. Construction of any improvements by Licensee on or about the Property shall not give rise to a license coupled with an interest.

3. **Term.** This Agreement commences on December 1, 2019, and it expires on November 30, 2023 (the “Initial Term”), unless this Agreement is terminated earlier as provided herein.
4. **Renewal Term.** Licensee, at its sole discretion, may extend the term of this Agreement for an additional five years beyond the end of the Initial Term, commencing on December 1, 2023, and terminating on November 30, 2028, (the “Renewal Term”) by providing written notice of renewal to the District on or before September 1, 2023 (the “Renewal Notice”).
5. **Fees.**
 - A. **Initial Term.** Within 30 days after the execution of this Agreement by both Parties, Licensee shall pay the District \$2,000 as the fee for the period from December 1, 2019, through November 30, 2020. For each December 1 through November 30 period (each, a “Year”) thereafter during the Initial Term, Licensee shall pay the District \$2,000 per Year, or portion thereof, that this Agreement remains effective during the Initial Term. Licensee shall make each of those payments to the District by the September 1 immediately preceding the Year, or portion thereof, for which payment is being made (e.g., by September 1, 2020, for the December 1, 2020, through November 30, 2021 Year).
 - B. **Renewal Term.** If Licensee elects to renew the term of this Agreement for an additional five years through November 30, 2028, Licensee shall pay the District \$3,000 per Year, or portion thereof, during the Renewal Term that this Agreement remains effective during the Renewal Term. Licensee shall make the first of those payment when it provides the District its Renewal Notice. Licensee shall pay each of the remaining payments to the District by the September 1 immediately preceding the Year, or portion thereof, for which payment is being made (e.g., by September 1, 2023, for the December 1, 2023, through November 30, 20254 Year).
6. **Non-Discrimination.** Licensee, as a part of the consideration hereof, agrees that: 1) no person on grounds, including, but not limited to, race, color, sex, or national origin shall be excluded from using, denied the benefits of, or be otherwise subjected to discrimination in the use of the Property. 2) Licensee shall furnish use of the Property, and the improvements thereon a fair, equal, and non-discriminatory basis to all users thereof. In the event of breach of any of the above non-discrimination covenant,
7. **Use of Property.** Licensee's use of Property shall be limited to maintaining and using the Access Road and the Improvements, in accordance with the terms of this Agreement. Licensee agrees that the Access Road may be used only by (a) emergency vehicles, which is limited to law enforcement vehicles, ambulances, and fire vehicles, (b) Licensee’s vehicles when

performing maintenance or other activities authorized by this Agreement, and (c) the District's and District permittees' and invitees' vehicles when for all purposes authorized by the District. Licensee's barricades of the Access Road shall accept both District's and Licensee's locks, so that both District and Licensee shall be able to independently unlock and open said barricade without the other's presence.

8. **Suspension or Limitation of Use.** District, in its sole discretion, may temporarily suspend or limit Licensee's use of the Access Road or Improvements, without compensation to Licensee, for a reasonable amount of time, as so determined solely by the District, for the protection of public safety or for the construction, installation, operation, maintenance, or repair of facilities on or near the Property, or other property near the Property. Should such suspension or limitation be necessary, District shall provide Licensee thirty (30) days' prior written notice. However, in the event that the District exercises its rights under this Section 8 due to circumstances that, in the District's opinion, constitute an emergency, the District will endeavor to provide notice suspension or limitation hereunder as soon as practicable under the circumstances, which may result in notice being given after the suspension or limitation has begun. During any period of suspension or limitation hereunder, the District will attempt to, but is not obligated to, provide continued access for emergency vehicles through the Property as described in Section 7. Use of Property.
9. **Revocation and Termination of License.** The District may terminate this Agreement at any time upon 30 days' advance written notice to Licensee. Licensee may terminate this Agreement upon 90 days' advance written notice to the District. Licensee shall not be entitled to any compensation upon the termination of the license by the District or by the Licensee.
10. **Permits and Approvals.**
 - A. **Permits Required.** Licensee shall be responsible for obtaining any required permits or approvals from any agency having jurisdiction over Licensee's activities on the Property under this Agreement. This Agreement does not constitute governmental approval by Contra Costa County Flood Control District any construction, reconstruction, removal, or other work within the Property, other than maintenance of the Access Road and the Improvements under the terms of this Agreement. Neither Licensee, nor Licensee's agents, employees, contractors, or sub-contractors shall perform any such construction, reconstruction, removal, or other work within the Property without first obtaining District's written approval of said work in the form of an approved Flood Control Permit ("Permit"). To seek a Permit from the District, at a minimum, Licensee shall furnish to District a complete description and three (3) sets of plans, drawings, calculations, or other documents necessary to support the proposed work, and Licensee shall comply with

all the requirements and conditions for the issuance of a Permit, including the submittal of cash deposits and/or cash bonds. In performing work under a Permit approved by District, Licensee shall not deviate in any material manner from the plans approved by District without first obtaining additional written approval from District. Licensee shall be responsible for all the expenses of the District related to the Permit. To the extent that any term of the Permit conflicts with a similar term in this Agreement, the term of the Permit shall prevail as it applies to any work authorized by the Permit.

- B. Routine and Emergency Maintenance. Licensee shall not be required to obtain District's prior written approval, or any Permit, when Licensee, its employees, contractors, or agents are performing routine maintenance of, or emergency repairs to, the Access Road or the Improvements. As used in this Section, the term "Routine Maintenance" refers to recurring and usual work that (a) is required to maintain the Access Road or Improvements for their intended purposes, and (b) does not alter the design or footprint of the Access Road or Improvements, and (c) in the case of replacing materials at the end of their useful life, does not result in a betterment of the Access Road or Improvements. As used in this Section, the term "Emergency Repairs" refers to maintenance of, or repairs to, the Access Road or Improvements that (a) is immediately necessary to protect the safety of persons or property from threatened or actual harm, injury, death, or destruction, and (b) does not alter the design or footprint of the Access Road or Improvements, and (c) does not result in a betterment of the Access Road or Improvements. Licensee shall notify the District at least ten (10) days before performing any Routine Maintenance on the Property. When making Emergency Repairs, Licensee shall provide the District as much notice as practicable under the circumstances, but in no event shall such notice be provided more than 24 hours after the Licensee begins the Emergency Repairs. When performing Routine Maintenance or making Emergency Repairs, the Licensee shall perform that work in such a manner that District shall, at all times, be able to use and gain access to its facilities and Property.
- C. Third-Party Work. The District reserves the right to allow any Third-Party to access the Property to perform any work authorized under a District easement, license, or flood control permit, provided that the Third-Party does not unreasonably interfere with Licensee's use of the Property under this Agreement. For the purposes of this Agreement, a "Third-Party" is any person other than the Licensee, Licensee Parties, or the District or Contra Costa County, or their officers, employees, contractors, agents, or invitees.
- D. Inspection. All work performed by Licensee under this Section shall be subject to inspection by District and the submittal of as-built drawings.

11. **Nonexclusive Rights of Use.** Licensee's right to use the Property under this Agreement is revocable and nonexclusive. The District reserves the right to issue easements, licenses, and permits to Third Parties to use the Property for other purposes so long as such use will not unreasonably interfere with the use of the Property by the Licensee under this Agreement.

12. **Improvements.**
 - A. **Removal for Safety Reasons.** The District shall have the right at all times to require Licensee, at its sole cost and expense, to remove any and all Improvements and/or the Access Road installed or constructed by Licensee on the Property within 10 days after the District provides written notice to Licensee ("Removal Notice") that the District, in its sole discretion, determines that the Improvements and/or Access Road pose a health or safety hazard to the public or others that use the Access Road.

 - B. **Removal Upon Expiration or Termination.** Upon the termination or expiration of this Agreement, the Licensee shall leave the Access Road and all Improvements on the Property, unless the District provides the Licensee written notice to remove the Access Road and/or Improvements (also a "Removal Notice"). Licensee, at its sole cost and expense, shall remove the Access Road and/or Improvements designated in the Removal Notice within 30 days after receiving the notice.

 - C. **District Removal and Reimbursement.** If, after receiving a Removal Notice, Licensee fails to remove the Improvements and/or Access Road within the time required under Sections 12.A. and 12.B., the District shall have the right to remove the Improvements and/or Access Road designated in the Removal Notice, and Licensee shall be required to reimburse the District for all of the District's costs related to removing the Access Road and/or Improvements within five (5) days after receipt of District's written request for said reimbursement.

 - D. **No Compensation.** Licensee shall not be entitled to any compensation for the Access Road and/or any Improvements left on the Property at the expiration or termination of this Agreement, or where the Access Road and/or Improvements are required to be removed.

 - E. **Survival.** The requirements of this Section 12 shall survive the termination or expiration of this Agreement.

13. **Security.** The District shall have no responsibility for the safety and security of Licensee's Improvements or for Licensee Parties' use of the Property.

14. **Utilities.** Licensee shall not install any utilities on the Property without District's prior written consent. Upon District's prior written consent, Licensee shall install all utilities so approved at Licensee's sole expense, and Licensee shall pay, on Licensee's own account, all charges for said utilities used or consumed on the Property under this Agreement. Upon the expiration, revocation, or other termination of this Agreement, Licensee shall either, at District's sole discretion, remove all or portions of those utilities installed by Licensee on the Property, or leave them in place. The requirements of this Section 14 shall survive the expiration or termination of this Agreement.
15. **Existing Facilities.** It is understood and agreed that the District has leases and/or licenses with Third-Parties for all or a portion of the Property. The holders of the leases and/or licenses described above have the right to enter on the Property and maintain their facilities, and the District shall not be liable to the Licensee for any damage to Licensee's Improvements or the Access Road resulting from such maintenance, or resulting from any activities by Third Parties.
16. **Maintenance.** Licensee, at Licensee's sole expense, shall maintain the Property, including the Access Road and the Improvements, in a clean, safe, and presentable condition, free from waste, litter, and other items. Licensee's maintenance of the Access Road and Improvements shall include, but not be limited to, the provisions in Sections 16.A. through 16.F. If Licensee fails to so maintain the Access Road and Improvements, then, after thirty (30) days' prior written notice specifying the needed work, District may perform or hire the necessary work at the sole expense of Licensee, which expense Licensee agrees to reimburse in full to the District within five (5) days after receiving a demand for reimbursement from the District. Notwithstanding the foregoing, Licensee shall not be responsible for maintenance of the Access Road or Improvements, or any other portion of the Property, after the termination of this Agreement.
- A. **Signs.** Licensee shall obtain written permission from the District before installing information or warning signs on the Property.
- B. **Trees and Vegetation.** Licensee shall obtain written approval from the District before installing new landscaping on the Property. Licensee shall maintain all landscaping, trees, and vegetation it installs on the Property.
- C. **Litter.** Licensee shall pick up and remove all litter on the Property.
- D. **Maintenance of Access Road and Improvements.** Licensee shall maintain all paving on the Access Road, and shall maintain all Improvements installed by Licensee. Notwithstanding the foregoing, the District will maintain the barrier gate at the entrance to the Property from Chilpancingo Parkway. Licensee shall immediately repair any damage

to the District's facilities caused by Licensee or by the construction or maintenance of Licensee's Improvements.

E. Fencing. Licensee shall maintain all fencing, gates, and barricades (other than the barrier gate maintained by the District under Section 16.D.) that Licensee installs on the Property.

F. Graffiti. Licensee shall, at its expense, promptly clean, repaint, or remove any graffiti placed on the Access Road or on Improvements on the Property.

17. Damage. The rights granted herein are surface rights only and no excavation shall be allowed. It is the responsibility of Licensee to contact easement, lease, and license holders to determine that the Property is able to support any vehicle brought onto it by Licensee Parties without damage to subsurface or surface facilities in the Property. Licensee shall repair all damage and return the Property to a neat and safe condition satisfactory to District and such other users. Licensee shall be responsible for the removal, relocation, replacement, protection, and reconstruction of the Access Road or any of the Improvements when District finds such work necessary for the maintenance, construction, repair, reconstruction, or alteration of District's property, including but not limited to, erosion of the creek bank or sliding of the graded slopes.

18. No Waste. Licensee, its agents, contractors, employees, guests, and invitees shall not cause any waste, damage, or destruction to the Property. Upon termination or expiration of this Agreement, Licensee shall, at its sole expense, repair any damage or destruction caused by Licensee that occurred during Licensee's use of the Property and shall restore the Property to its original condition, reasonable wear and tear and construction of the Improvements described herein excepted.

19. Pollution. Licensee, at its sole expense, shall comply with all applicable laws, regulations rules, with respect to the use of the Property, regardless of when they become or became effective, including, without limitation, those relating to health, safety, noise, environmental protection, waste disposal, and water and air quality; and Licensee shall furnish satisfactory evidence of such compliance upon request of District.

No hazardous materials shall be handled at any time upon the Property. Should any discharge, leakage, spillage, emission or pollution of any type occur upon or from the Property due to Licensee's use and occupancy of the Property, Licensee, at its sole expense, shall clean the Property and all properties affected thereby, whether owned or controlled by the District or any third parties. All cleaning of District-owned or occupied properties shall be completed to the satisfaction of District and any governmental body or

agency having jurisdiction over the properties or the cleanup, including but not limited to the regional water quality control board.

To the extent permitted by law, Licensee shall indemnify, hold harmless, and defend the District, Contra Costa County, their officers, employees, contractors, and agents, and all other persons having a license or an easement in the Property (collectively, "Indemnitees") against all liability, cost, and expense (including, without limitation, any fines, penalties, judgments, litigation costs, and attorneys' fees) incurred by any Indemnitees (a) as a result of Licensee's breach of its obligations under this section, or (b) as a result of any such discharge, leakage, spillage, emission or pollution, regardless of whether such liability, cost or expense arises during or after the term of this License, unless such liability, cost or expense is proximately caused solely by the active negligence of the District.

Licensee shall pay all amounts due any Indemnitees under this section within ten (10) days after any such amounts become due. The requirements of this Section 19 shall survive the expiration or termination of this Agreement.

20. **District's Use of Herbicides.** Licensee hereby acknowledges and understands that District may, at any time, use chemical herbicides on the Property and on or near the Access Road and Licensee's Improvements, as described herein, and Licensee shall not be held liable to Contra Costa County or to District for said use by District. Licensee agrees to allow such use, without disruption or challenge, on or near the Property, the Access Road, and Licensee's Improvements thereon, as described herein. Licensee hereby knowingly waives its right to make any claim for liability against District and Contra Costa County, and their officers, employees, agents, and representatives for any damage resulting from their use of chemical herbicides under this Section 20; and, as to those liabilities, Licensee hereby expressly waives all rights provided by section 1542 of the California Civil Code, which provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

21. **Hold Harmless.** Licensee shall defend, indemnify, save, and keep harmless the Indemnitees from and against all liabilities, judgments, costs, and expenses which may in any way accrue against any Indemnitees as a result the granting of the license under this Agreement, or arising from or in connection with the Licensee Parties' occupancy and use of the Access Road, Improvements, or Property under the terms of this Agreement, save and except claims or litigation arising from the sole negligence or sole willful

misconduct of the District. The requirements of this Section 21 shall survive the expiration or termination of this Agreement.

22. **Insurance.** Licensee, at its sole cost and expense, shall obtain and maintain during term of this Agreement, comprehensive liability insurance with a minimum combined single-limit coverage of \$1,000,000 for all claims or losses due to bodily injury, sickness or disease or death to any person, or damage to property, including loss of use thereof arising out of each accident or occurrence, and to name **Contra Costa County Flood Control and Water Conservation District, Contra Costa County, and their officers, agents, and employees as additional insured** thereunder. Said coverage shall provide for a **thirty (30) days' advance** written notice to the District prior to any cancellation or lapse of said policy. The Licensee shall provide the District evidence of such coverage prior to the Licensee's execution of this Agreement, and the Licensee shall immediately provide the District any renewals and extensions of said policy during the term of this Agreement. The District may terminate this Agreement immediately due to any lapse in coverage.
23. **Notices.** All notices given under this Agreement must be given by First Class U.S. Mail, postage prepaid, or by overnight carrier, marked for delivery to the applicable address listed below. When so given, such notice shall be effective five (5) days after the date of the mailing of the same if given by U.S. Mail, or the next business day after the notice is deposited for delivery, if given by overnight carrier.

The address of the District is:

Contra Costa County
Public Works Department
Real Property Division
255 Glacier Drive
Martinez, California 94553
925/957-2467

And the address of Licensee is:

Bridge Grayson Creek Associates
c/o BRIDGE Housing Corporation
600 California Street, Suite 900
San Francisco, CA 94108-2706
Attn: Director of Asset Management
415/989-1111

24. **Non-Waiver of Breaches.** The District's failure to insist, in any one or more instances, upon strict performance of any of the terms or conditions of this License shall not be considered as a waiver of any subsequent breach as

to the same or any other term or condition, but the same shall continue and remain in full force and effect. No waiver of any of the provisions of this License shall be effective unless in writing and executed by District.

25. **Assignment and Subletting.** Licensee shall not assign or sublet any of Licensee's rights and obligations under this Agreement.
26. **No Warranties.** The District does not warrant or represent that the Property is safe, healthful, or suitable for the purposes for which it is permitted to be occupied and used under the terms of this Agreement.
27. **Severability.** If any term, covenant, or provision of this Agreement, which does not materially affect the consideration of this Agreement, is held to be invalid, illegal, or unenforceable in any respect, the validity of the remainder of this Agreement shall not be affected thereby.
28. **Controlling Law.** This Agreement shall be construed in accordance with the laws of the State of California.
29. **Entire Agreement; No Third-Party Beneficiaries.** This Agreement contains the entire agreement between the Parties relating to the rights herein granted and the obligations herein assumed. No alteration or variation of this Agreement shall be valid or binding unless made in writing and signed by the parties hereto. Except for Licensee's defense and indemnification of Contra Costa County under this Agreement, and except for Licensee's release of Contra Costa County under this Agreement, nothing in this Agreement, express or implied, is intended to confer on any person, other than the Parties and their successors and assigns, any rights or remedies by reason of this Agreement.

[Signatures on next page.]

**CONTRA COSTA COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT**

LICENSEE

APPROVED:

By _____
Brian M. Balbas
Chief Engineer

Date: _____
(Date of Board Approval)

By _____

Date _____
(Date signed by Licensee)

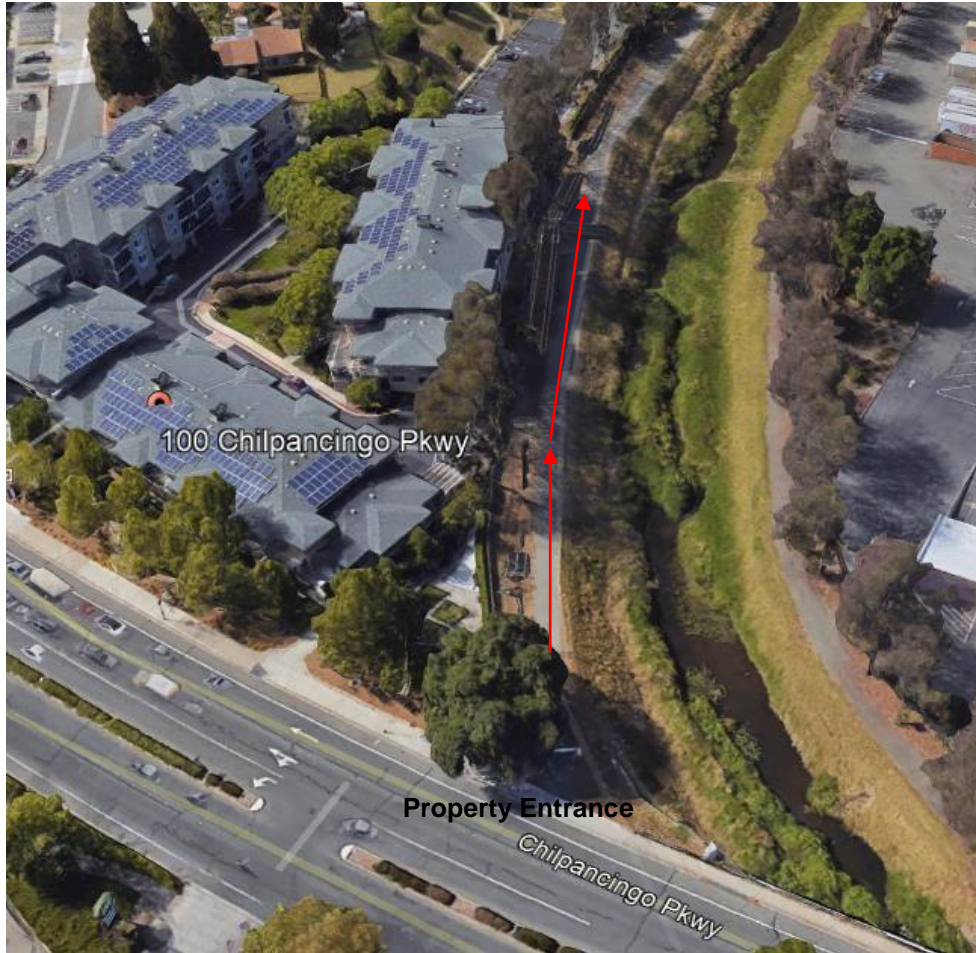
RECOMMENDED FOR APPROVAL:

By _____
Angela Bell
Associate Real Property Agent

By _____
Karen A. Laws
Principal Real Property Agent

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EXHIBIT "A"





Contra
Costa
County

To: Contra Costa County Flood Control District Board of Supervisors

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

Date: November 12, 2019

Subject: Three Creeks Parkway Restoration Project approval and take related actions under California Environmental Quality Act. Project No. 7562-6D8490

RECOMMENDATION(S):

1. CONSIDER the approved Initial Study/Mitigated Negative Declaration (IS/MND) for the Three Creeks Parkway Restoration Project, together with Addendum No. 1 and proposed Addendum No. 2, attached hereto.
2. ADOPT Addendum No. 2 to the IS/MND.
3. FIND, on the basis of the whole record, including the IS/MND and Addenda Nos. 1 and 2 (CEQA Documents), that there is no substantial evidence the Three Creeks Parkway Restoration Project (Project), as described in the CEQA Documents, will have a significant effect on the environment, and that the CEQA Documents reflect the independent judgment and analysis of the lead agency.
4. APPROVE the Project and AUTHORIZE the Chief Engineer, Contra Costa County Flood Control and Water Conservation District (Flood Control District), or designee, to advertise the civil/earth work portion of the Project.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/12/2019** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: November 12, 2019

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

Contact: Gus Amirzehni, (925)
313-2128

By: June McHuen, Deputy

RECOMMENDATION(S): (CONT'D)

5. DIRECT the Director of Conservation and Development to file a Notice of Determination with the County Clerk.
6. SPECIFY that the Chief Engineer is the custodian of the documents and other material that constitute the record of proceedings upon which the Board's decision is based and that the record of proceedings is located at 255 Glacier Drive, Martinez, CA.
7. AUTHORIZE the Chief Engineer, or designee, to arrange for payment of a \$50 fee to the County Clerk for filing the Notice of Determination, and a \$25 fee to the Department of Conservation and Development for processing.

FISCAL IMPACT:

The estimated cost for advertising the Project for bids is \$11,000, which will be funded by Flood Control Drainage Area 130 funds. The Flood Control District is currently working on an agreement with American Rivers for sharing costs and responsibilities for the Project. Payment of the required \$75 in fees will also be funded by Flood Control Drainage Area 130 funds.

BACKGROUND:

The Three Creeks Parkway Restoration Project, a joint effort by the Flood Control District and American Rivers, Inc. (American Rivers), involves the widening of Marsh Creek and installation of native landscaping in and alongside three reaches of the creek in the Brentwood area, starting at the Union Pacific Railroad overcrossing and ending at Dainty Avenue. The Project is an expansion of a smaller project, originally proposed by American Rivers, for which the California Department of Water Resources in 2016 provided a grant to both American Rivers and the Flood Control District. In March 27, 2018, the Flood Control District and American Rivers entered into an agreement to share costs of completion of the smaller project. American Rivers has obtained a number of grants to fund the larger Project, while the Flood Control District is utilizing Flood Control Drainage Area 130 funds to pay its costs.

An IS/MND based on an early project description was approved by the Board on September 27, 2016. When the scope of the project changed, Addendum 1 to the IS/MND was prepared and approved by the Board when the Board approved the Project on March 27, 2018. However, some of the project components, including the installation of park improvements on a city-owned parcel known as the "Dainty Triangle," and development of a trail leading to a proposed pedestrian bridge over the creek, were not identified in either the IS/MND or Addendum 1. For this reason, Addendum 2 was prepared to identify and analyze the additional improvements. Because the current Project is technically different from the Project approved in 2018, it is necessary to approve the current Project and file a new Notice of Determination.

The Flood Control District and American Rivers, Inc., are in the final stages of negotiation of a funding agreement to set forth cost sharing and other obligations of each party with regard to completing the Project. The funding agreement would supercede the 2018 agreement between the parties. It is anticipated that the Flood Control District will take the lead on advertising and constructing the civil/earth work portion of the Project, and that the construction would take place next spring. It is also anticipated that American Rivers will take the lead on advertising and completing the landscaping

portion of the Project, and then maintaining and monitoring the landscaping during an establishment period.

Staff is recommending advertising for bids of the civil/earth work portion of the Project at this time to maintain the Project schedule. Action by the Board to authorize advertising for bids does not commit the Flood Control District to enter into a construction contract. Staff does not intend to recommend award of a construction contract until after approval of the above-referenced funding agreement.

CONSEQUENCE OF NEGATIVE ACTION:

Without the above Board actions, the Project cannot move forward to construction, potentially causing \$5.2 million of grant funding to be lost. Instead, only the smaller project approved on March 27, 2018 could be constructed.

ATTACHMENTS

Three Creeks Parkway Restoration Project Initial Study/Mitigated Negative Declaration

Addendum No. 1 to the Three Creeks Parkway Restoration Project Initial Study/Mitigated Negative Declaration

Addendum No. 2 to the Three Creeks Parkway Restoration Project Initial Study/Mitigated Negative Declaration

PUBLIC WORKS DEPARTMENT
INITIAL STUDY OF
ENVIRONMENTAL SIGNIFICANCE

PROJECT NUMBER: WO# 7562-6D8176
CP# 16-39

PROJECT NAME: Three Creeks Parkway Restoration

PREPARED BY: Claudia Gemberling, Environmental Analyst II

DATE: July 13, 2016

APPROVED BY: _____

DATE: 7-28-16

RECOMMENDATIONS:

Categorical Exemption: 1530x [Class x]

Negative Declaration

Environmental Impact Report Required

Mitigated Negative Declaration

The project will not have a significant effect on the environment. The recommendation is based on the following: There is no substantial evidence that the project or any of its aspects may cause a significant effect on the environment pursuant to Section 15063(b)(2) of the CEQA guidelines.

What changes to the project would mitigate the identified impacts: N/A

USGS Quad Sheet: Brentwood	Base Map Sheet #: L25	Parcel #: Numerous – listed in CEQA document
-----------------------------------	------------------------------	---

GENERAL CONSIDERATIONS:

1. **Location:** The project is located in Brentwood [Figure 1].

2. **Project Description:** The Contra Costa County Flood Control and Water Conservation District (District) in partnership with American Rivers, a non-profit organization that protects rivers and restores damaged rivers, proposes to widen approximately 4,000 linear feet of the Marsh Creek channel in three reaches from Dainty Avenue downstream to an existing pedestrian bridge just before the Union Pacific Railroad (UPRR) tracks with a floodplain (or sections where more constrained, floodplain benches) which will meet the District's standards for 100-year flood protection, and restoring native riparian vegetation that will enhance habitat and recreation (Figure 2). The segment just upstream of Dainty Avenue (Phase I) was widened in 2000 by the District; native riparian vegetation may also be planted in this section as part of this project to provide a continuous riparian corridor with the existing riparian vegetation upstream of this segment and the proposed restoration of the project.

The Upper Reach (Dainty Avenue to Deer Creek) is approximately 1,600 linear feet and is constrained by development on both sides. Channel widening in this section would include excavation of both banks to construct a number of floodplain benches on both sides of the creek of varying widths with slopes ranging from 2:1 to 3:1 (Figure 4). The benches would be located above the ordinary high water mark (OHWM).

The Middle Reach (Deer Creek to Sand Creek) is approximately 800 feet in length and is also constrained. Channel widening would involve excavation of both banks to construct a number of floodplain benches of varying widths with slopes ranging from 2:1 to 3:1 (Figure 6). The benches would be located above the OHWM.

The Lower Reach (Sand Creek to UPRR) is approximately 1,600 feet in length and is less constrained and will include more substantial widening of the channel. The project would excavate the east bank of the creek down to the OHWM to create a 10 to 40-foot wide floodplain with slopes typically 3:1 or less (Figure 8).

The new floodplain would be graded to inundate during the storm events with the low-flow channel continuing to function much as it does today. Some work in the low-flow channel may be performed and would include creation of instream habitat in the low-flow channel by placing boulders and large woody debris, and the placement of rock slope protection in some portions of the low-flow channel in the Upper

**Contra
Costa
County**

and Middle Reaches.

The project will also include relocation of the existing East Bay Regional Park District (EBRPD) Marsh Creek trail to the new top of the eastern bank along the Middle and Upper Reaches whereas the trail in the Lower Reach will be relocated by the adjacent subdivision developer (Pulte) which is not part of this project however the project would reduce the gradient of the steep slope between the creek and the trail and would provide a new unpaved foot trail within the floodplain benches. The relocated trail section within the Upper Reach would be routed to pass under the Central Avenue road bridge.

Throughout the project reach, minor modifications to sewer manholes may be required to accommodate changes in ground elevation. In all cases, grading will be performed around manholes so that potential spills from manholes would initially drain away from Marsh Creek.

The project falls within the HCP service area and the project development team has been coordinating with the Habitat Conservancy staff.

Construction is anticipated to begin summer 2017. Excavation and grading activities would occur during the dry season (July to October) with plant restoration occurring afterwards (November to December) and may take up to two construction seasons to complete.

Real Property transactions, including right-of-way acquisition and temporary construction easements for access and staging areas and permanent easements for access and maintenance may be necessary in support of this project.

General Plan Conformance may be necessary from the City of Brentwood.

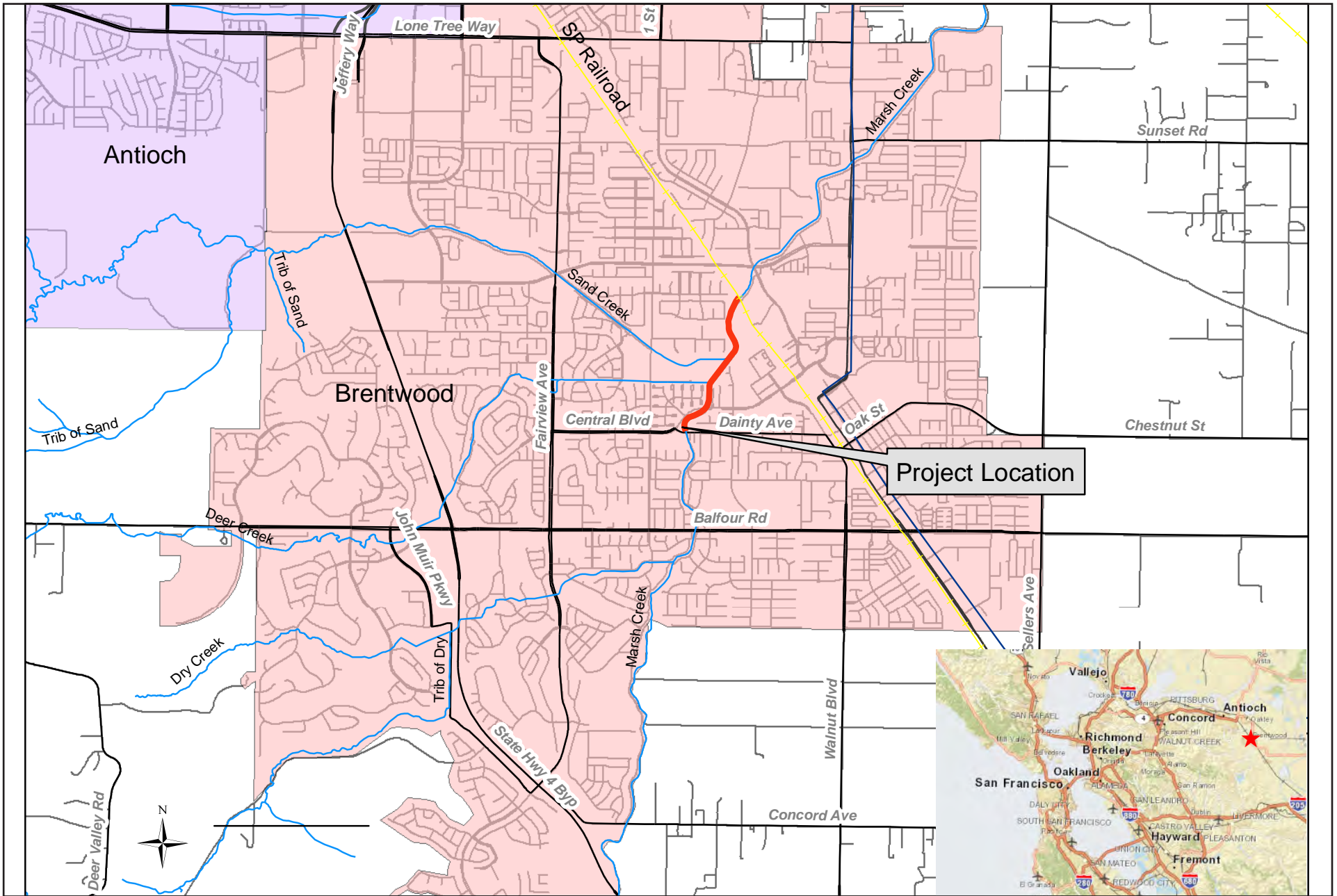
3. Does it appear that any feature of the project will generate significant public concern?

Yes No maybe (Nature of concern):

4. Will the project require approval or permits by other than a County agency?

Yes No

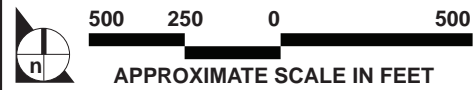
5. Is the project within the Sphere of Influence of any city? No



SOURCE: Restoration Design Group, Inc. 2016

FIGURE 1

Project Location



SOURCE: Restoration Design Group, Inc. 2016



Looking upstream to Central Ave. Bridge



Looking upstream to Deer Creek in flood



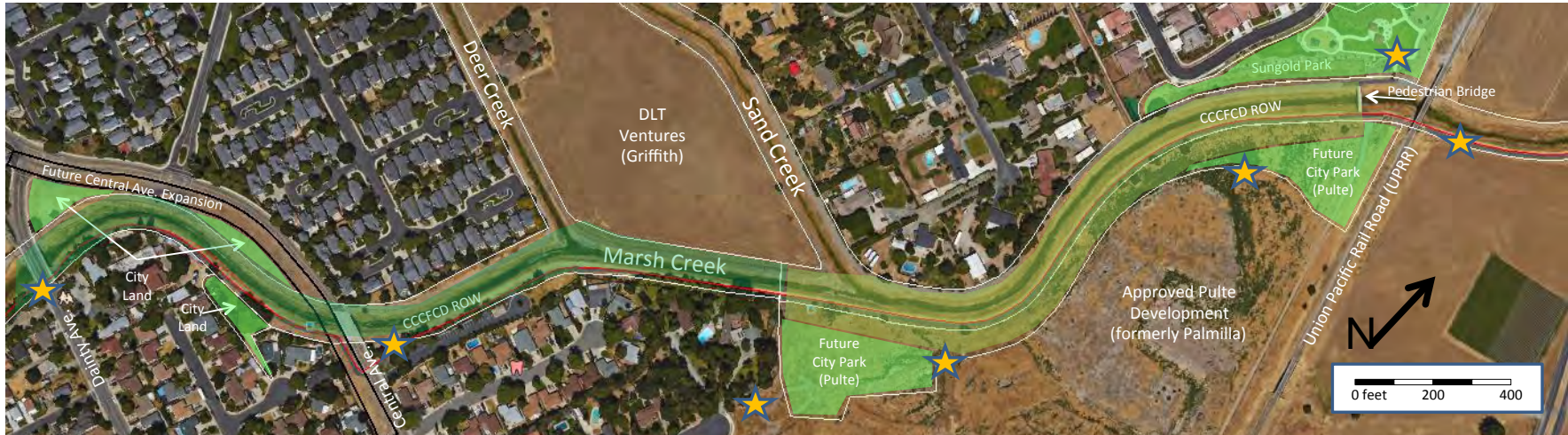
Looking upstream to Deer Creek in drought



Looking upstream at Sand Creek confluence








Looking upstream from UPRR tracks



The Three Creeks Parkway Restoration Project will restore native vegetation and functional floodplains along 4,000 linear feet of Marsh Creek. American Rivers and the Friends of Marsh Creek Watershed are working with the Contra Costa County Flood Control District (CCCFCO) to integrate the project into adjacent city parks, the Pulte development (formerly Palmilla) and potentially DLT Ventures (Griffith).

Legend

-  EBRPD Regional Trail
-  Lower Parkway
-  Upper Parkway
-  City Land/Parks
-  Public Access Points



Looking upstream from Central Ave. bridge



Looking upstream from Pedestrian bridge



Looking up from Sand Creek confluence



Looking down from Sand Creek confluence

SOURCE: American Rivers, 2016

FIGURE 3

THREE CREEKS PARKWAY RESTORATION PROJECT

Initial Study and
Proposed Mitigated Negative Declaration

The following Initial Study has been prepared in compliance with CEQA.

Prepared By:

Impact Sciences
505 14th Street, Suite 1230
Oakland, CA 94612

Prepared For:

Contra Costa County Flood Control and Water Conservation District
255 Glacier Drive
Martinez, CA 94553
Contact: Claudia Gemberling
(925) 313-2192

and

American Rivers
2150 Allston Way, Suite 320
Berkeley, CA 94704
Contact: Sarah Beamish
(415) 203-3766

County Project No.: 16-39

August 2016

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INTRODUCTION

Initial Study

The Three Creeks Parkway Restoration project is a proposal put forth by the Contra Costa County Flood Control and Water Conservation District and American Rivers to widen and improve an approximately 4,000-foot section of Marsh Creek in the City of Brentwood to provide additional flood conveyance capacity and restore riparian habitat along the creek. Pursuant to Section 15063 of the *State CEQA Guidelines* (Title 14, California Code of Regulations, Sections 15000 et seq.), an Initial Study is a preliminary environmental analysis that is used by the lead agency (the public agency principally responsible for approving or carrying out the proposed project) as a basis for determining what level of environmental review is appropriate (Environmental Impact Report, a Mitigated Negative Declaration, or a Negative Declaration) for a project. The *State CEQA Guidelines* require that an Initial Study contain a project description, description of environmental setting, identification of environmental effects by checklist or other similar form, explanation of environmental effects, discussion of mitigation for significant environmental effects, evaluation of the project's consistency with existing, applicable land use controls, and the name of persons who prepared the study.

As shown in the Determination in Section IV of this document, and based on the analysis contained in this Initial Study, it has been determined that the proposed project would not result in any significant impacts that cannot be mitigated to less than significant levels. Therefore, preparation of a Mitigated Negative Declaration is appropriate.

Public and Agency Review

This Initial Study/Proposed Mitigated Negative Declaration will be circulated for public and agency review from August 3, 2016 to September 2, 2016. Copies of this document are available for review at the Contra Costa County Public Works Department at the address below and the County's webpage: <http://www.co.contra-costa.ca.us/4629/Public-Notices>.

Comments on this Initial Study/Proposed Mitigated Negative Declaration must be received by 5:00 PM on September 2, 2016 and can be sent by regular mail or emailed to:

Contra Costa County Flood Control and Water Conservation District
255 Glacier Drive
Martinez, CA 94553
Attn: Claudia Gemberling
claudia.gemberling@pw.cccounty.us

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Organization of the Initial Study

This Initial Study is organized into the following sections.

Section 1 – Project Information: provides summary background information about the proposed project, including project location, lead agency, and contact information.

Section 2 – Project Description: includes a description of the proposed project, including the need for the project, the project's objectives, and the elements included in the project.

Section 3 – Environmental Factors Potentially Affected: identifies what environmental resources, if any, would involve at least one significant or potentially significant impact that cannot be reduced to a less than significant level.

Section 4 – Determination: indicates whether impacts associated with the proposed project would be significant, and what, if any, additional environmental documentation is required.

Section 5 – Evaluation of Environmental Impacts: contains the Environmental Checklist form for each resource and presents an explanation of all checklist answers. The checklist is used to assist in evaluating the potential environmental impacts of the proposed project and determining which impacts, if any, need to be further evaluated in an EIR.

Section 6 – References: lists documents used in the preparation of this document.

Section 7 – Initial Study Preparers: lists the names of individuals involved in the preparation of this document.

Technical studies prepared for this Initial Study are available at Contra Costa County Public Works Department at the address noted above.

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1. PROJECT INFORMATION

Project title:

Three Creeks Parkway Restoration Project

Lead agency name and address:

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

Contact person and phone number:

Claudia Gemberling
(925) 313-2192
Claudia.Gemberling@pw.cccounty.us

Project location:

Marsh Creek between just north of Dainty Avenue bridge and south of Union Pacific Railroad bridge in the City of Brentwood

Project sponsor's name and address:

Contra Costa County Flood Control and Water Conservation District
255 Glacier Drive
Martinez, CA 94553

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2. PROJECT DESCRIPTION

2.1 Introduction

The Three Creeks Parkway Restoration project is a multi-benefit flood control and creek restoration project proposed by the Contra Costa County Flood Control and Water Conservation District (“District” or “CCCFCW”) and American Rivers, a non-profit organization that protects wild rivers and restores damaged rivers. It proposes to improve flood conveyance capacity and restore native vegetation along an approximately 4,000 linear feet section of Marsh Creek located in Brentwood by widening the channel with a floodplain (or sections where more constrained, floodplain benches) and planting with native vegetation. When implementation is complete, the project site will include up to 1.0 acres of frequently inundated floodplain (seasonal wetland), 1.87 acres of woody riparian vegetation, and 1.87 acres of grasslands and native scrub. The project will also enhance habitat and recreation within the watershed.

In addition to the District and American Rivers, other project partners include the City of Brentwood, the Friends of Marsh Creek Watershed (FOMCW), East Contra Costa County Habitat Conservancy (ECCCHC), and East Bay Regional Park District (EBRPD).

2.2 Project Location and Surrounding Land Uses

Marsh Creek watershed, located about 35 miles east of San Francisco, is uniquely situated between the Bay-Delta and the Diablo Range, providing an important ecological corridor in a burgeoning urban area. Marsh Creek flows 30 river miles from the eastern slope of Mount Diablo State Park in central Contra Costa County to the San Joaquin Delta at Big Break in Oakley. Major tributaries to Marsh Creek include Dry, Deer, and Sand Creeks. Through the existing EBRPD park facilities and trails, Marsh Creek also provides a cultural and physical connection to the Delta, allowing East County residents to walk and bike from Big Break and its aquatic recreation facilities, through Oakley to downtown Brentwood. Thus, Marsh Creek provides one of the longest, non-motorized pathways in Contra Costa County.

The project site is located along Marsh Creek in the City of Brentwood (**Figure 1**). The upper/southern limit of the project is just north of Dainty Avenue Bridge while the lower/northern limit is the pedestrian bridge across Marsh Creek about 175 feet south of the Union Pacific Railroad (UPRR) tracks. Marsh Creek trail, a regional trail owned by EBRPD is located on the east bank of Marsh Creek within the project area. As shown in **Figure 2**, the project is divided into three reaches:

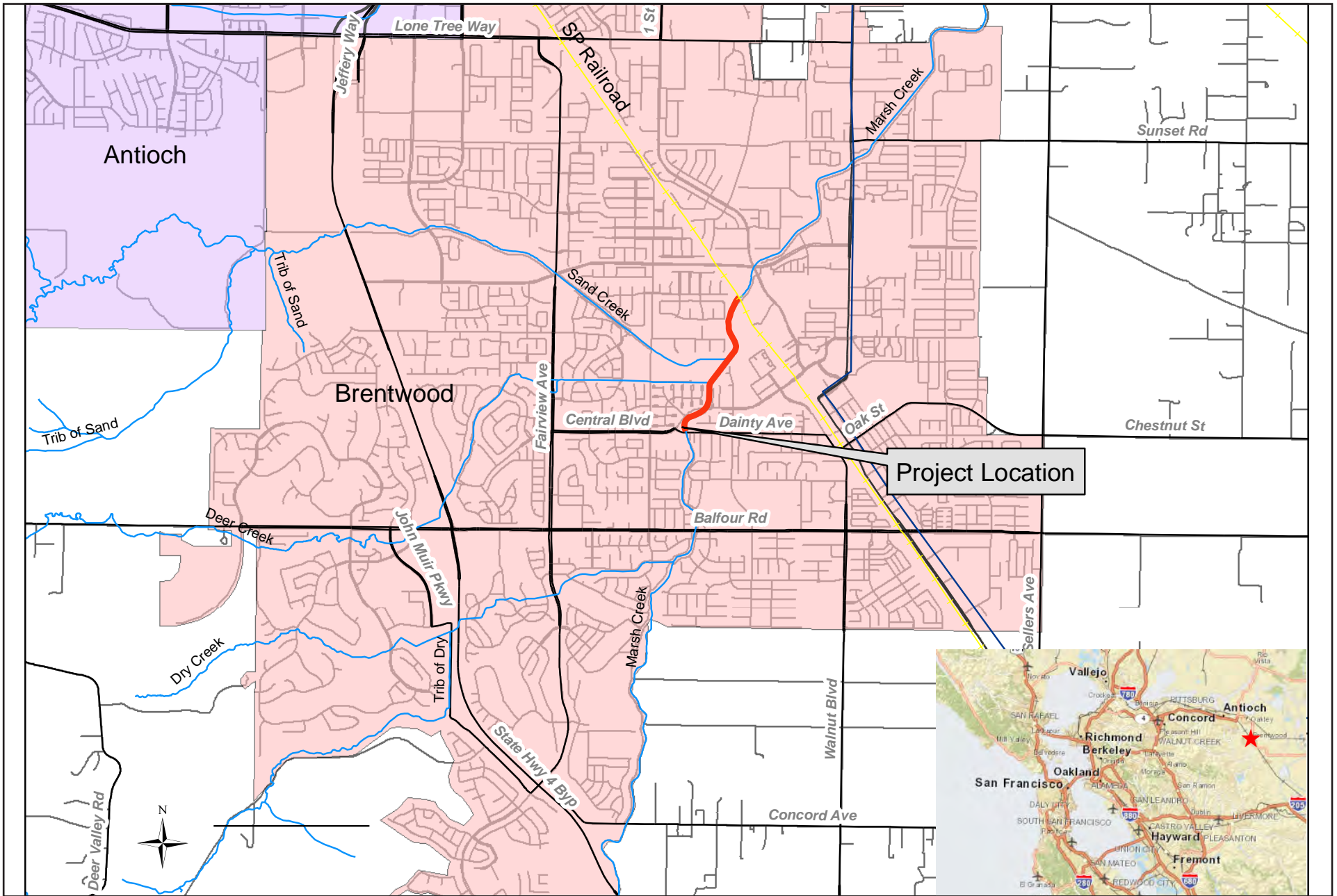
Upper Reach

Upper Reach is the upper 1,600 linear-foot section of the creek from near Dainty Avenue Bridge up to Deer Creek confluence.

The area to the east and west of the Upper Reach is developed with residential neighborhoods (**Figure 3**).¹ A vacant 0.4-acre City-owned parcel is located on the east side of the Upper Reach just

¹ Future parks shown in **Figure 3** are not part of the proposed project and will not be analyzed in this Initial Study. CEQA analysis of the future City parks were conducted by adjacent development properties.

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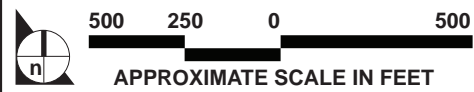


SOURCE: Restoration Design Group, Inc. 2016

FIGURE 1

Project Location

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SOURCE: Restoration Design Group, Inc. 2016

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Looking upstream to Central Ave. Bridge



Looking upstream to Deer Creek in flood



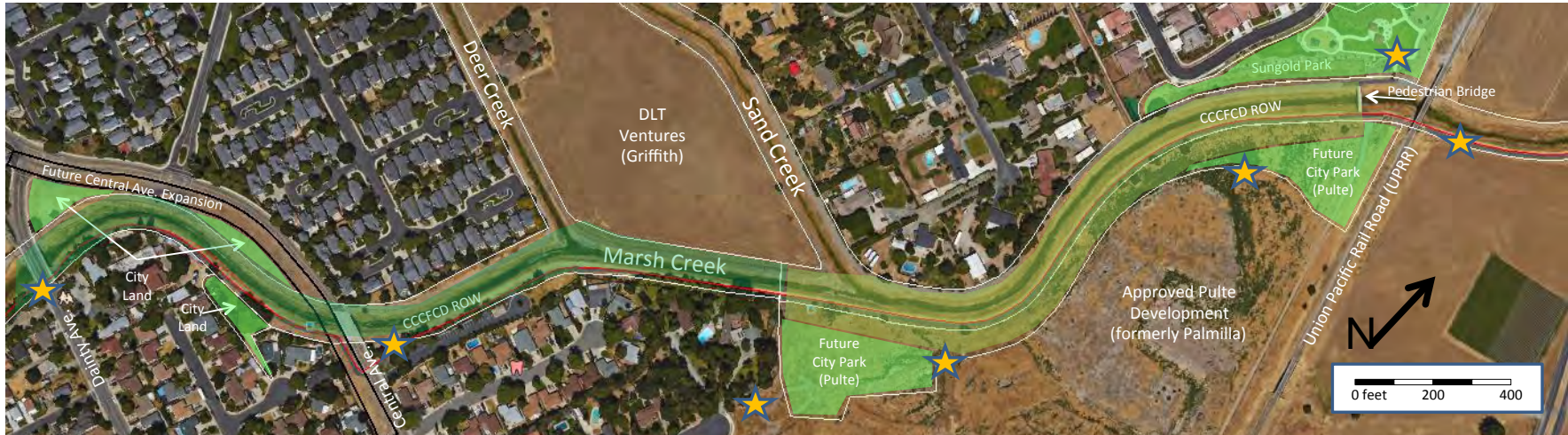
Looking upstream to Deer Creek in drought



Looking upstream at Sand Creek confluence








Looking upstream from UPRR tracks



The Three Creeks Parkway Restoration Project will restore native vegetation and functional floodplains along 4,000 linear feet of Marsh Creek. American Rivers and the Friends of Marsh Creek Watershed are working with the Contra Costa County Flood Control District (CCCFCF) to integrate the project into adjacent city parks, the Pulte development (formerly Palmilla) and potentially DLT Ventures (Griffith).

Legend

-  EBRPD Regional Trail
-  Lower Parkway
-  Upper Parkway
-  City Land/Parks
-  Public Access Points



Looking upstream from Central Ave. bridge



Looking upstream from Pedestrian bridge



Looking up from Sand Creek confluence



Looking down from Sand Creek confluence

SOURCE: American Rivers, 2016

FIGURE 3

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south of Central Boulevard. Willow Wood School/Dainty Center (Preschool-7th grade/infant care) is located to the east of the Upper Reach between Central Boulevard and Dainty Avenue. There is a vacant strip of land to the west between the creek and Central Boulevard owned by the District and City of Brentwood. Residential neighborhoods are present to the west of Central Boulevard and Marsh Creek up to Deer Creek (**Figure 3**).

Middle Reach

Middle Reach is the 800 linear-foot section of the creek between Deer Creek confluence and just south of Sand Creek confluence.

Lands to the east of the Middle Reach are developed with residential subdivisions whereas the land to the west (Griffith parcel) is undeveloped at this time (**Figure 3**).

Lower Reach

Lower Reach is the 1,600 linear-foot section of the creek from just south of the Sand Creek confluence to the pedestrian bridge (**Figure 3**).

Lands to the east of the Lower Reach are undeveloped at this time although a linear city park is planned adjacent to the creek and the remaining area is the site of the approved Pulte residential subdivision (formally known as Palmilla subdivision). Single-family homes (Carmel Estates) and a city park (Sungold Park) are located to the west of the Lower Reach.

2.3 Project Need and Objectives

During the 1960s and early 1970s, approximately 7.9 miles of Marsh Creek from the mouth of the creek near Big Break on San Joaquin Delta in Oakley to the Dry Creek confluence in Brentwood were channelized into earthen and armored trapezoidal flood control channels. To provide conveyance capacity, the flood control channel was designed with steep banks, all riparian vegetation along the channel was removed, and the earthen channel was vegetated with non-native grasses. The channel was designed for a 50-year flood event in an agricultural setting.

Since the flood control channel was constructed, the upper watershed has remained mostly protected parklands and open space, but the lower watershed has urbanized rapidly. Over the last 25 years, the population of the Marsh Creek watershed has increased six fold. This development has transformed the watershed into a dense residential and commercial area, covering open space with impervious surfaces, substantially increasing runoff volume and degrading water quality. The District has constructed detention basins on each of Marsh Creek's three tributaries (Dry, Deer, and Sand Creeks) to accommodate increased run-off associated with urban development and impervious surfaces; however, urban and agricultural runoff remain issues.

An Engineer's Report prepared by the District in January 1990 identified the need to widen 7,000 feet of Marsh Creek to reduce flooding in the lower portion of the watershed. Based on the report, the District prepared a plan to widen the creek in three phases, with Phase I involving creek widening from Summer Circle to near Dainty Avenue Bridge, Phase II ("Upper Reach") involving widening from near Dainty Avenue Bridge to Deer Creek confluence, and Phase III ("Middle Reach") widening the creek between Deer Creek and Sand Creek. In March 1990 the "Draft Environmental Impact Report for the Marsh Creek

Watershed, Regional Drainage Plan” was published and a Final EIR was subsequently approved. Following this approval, Phase I was completed in 2000, which included the installation of a new concrete culvert at Dainty Avenue and creek widening that was almost entirely on the east bank.

Downstream of Phase I, Marsh Creek does not meet the District’s standards for flood protection, exposing adjacent homes and businesses to flood risk. When looking at the capacity within the channel the District requirement for containment is controlled by the 50-year water surface elevation level (WSEL) plus freeboard or the 100-year WSEL, whichever one is higher. District analysis indicates that for the channel downstream of Phase I project, the 50-year WSEL plus freeboard will be greater than the 100-year WSEL and dictates the channel design. The project will widen the downstream sections of the creek so that the 100-year storm water surface elevation level and the 50-year storm plus WSEL would be contained within the creek channel.

Both the channelization that was implemented in the 1960s and early 1970s and the removal of riparian vegetation for flood management have limited the ecological functions of the creek. These factors have severely limited habitat complexity, structure, shade, riparian inputs, and floodplain wetlands. High velocities during annual peak flow events, which are exacerbated by increased peak run-off from newly urbanized surfaces, presumably flush most of the egg and larval stages of aquatic species downstream. Poor water quality from urban run-off is made worse by the lack of wetlands, shade, and microbial activity. Relatively high temperatures combined with low dissolved oxygen levels have caused four major fish kills on Marsh Creek over the last nine years. The combination of fish kills and poor habitat complexity limits the productivity, diversity, and resilience of the creek ecosystem. The project proposes to improve the ecological functions of the creek by reducing flow velocities, creating wetlands, and restoring riparian habitat. Although much of the watershed has been constrained by urbanization, the Three Creeks Parkway Restoration project site is the longest remaining stretch of undeveloped land along the creek where there is still an opportunity to widen the channel and provide a more natural creek system that is connected to the historic floodplain.

Lastly, the project would improve recreational amenities. Currently the Marsh Creek Trail located along the east bank of Marsh Creek passes through a primarily treeless stretch of land. With the restoration of riparian vegetation along the creek banks, the project would provide areas where trail users can stop in the shade and enjoy the beauty of the creek which will improve the experience of the trail users.

2.4 Project Components

This project is an innovative non-structural approach to flood management and habitat restoration. Instead of trying to control the creek in a narrow zone with levees and floodwalls, it focuses on giving the creek more room to safely convey flood waters while also providing habitat for aquatic and terrestrial species. **Table 1** below presents basic information about the project. Details of the project components follow the table.

Table 1
Project Data

Element	Upper Reach	Middle Reach	Lower Reach
Length	1,600 feet	800 feet	1,600 feet
Total Area Disturbed	2.1 acres	1.0 acre	4.25 acres
Soil Excavation	5,500 cu yards	3,500 cu yards	15,000 cu yards
Floodplain or bench width	3-15 feet	3-15 feet	10-30 feet
Bench slopes to top of bank	2:1 or 3:1	2:1 or 3:1	3:1 or less typical, 2:1 max.
Temporary Staging/Access Areas ¹	Within creek parcels (017-17C-004, 017-20C-XXX) or adjacent City-owned parcel (017-210-004, 017-201-038, 017-260-080, 017-280-113) ²	Within creek parcel (017-17C-004) or adjacent parcel (017-110-011) ²	Within creek parcels (017-17C-004) or adjacent private parcels (017-170-008, 017-170-007)
Permanent Access/Maintenance Easements ¹	017-260-080 017-280-113 017-201-038 017-210-029	017-110-011	017-170-007 017-170-008

¹ Some or all of the non-County-owned parcels would potentially require a temporary construction easement for access and staging and/or permanent easement for access and/or maintenance.

² Parcel numbers and ownership information shown on **Figures 4, 6, and 8.**

2.4.1 Channel Widening

The main function of expanding the channel is to create enough conveyance capacity to allow for the planting of woody riparian vegetation (trees) while also safely conveying large flood flows. The project would increase the cross-sectional area of the stream channel by excavating 24,000 cubic yards (5,500 for upper, 3,500 for middle, and 15,000 for lower reach,) of earth along approximately 4,000 linear feet of both banks of Marsh Creek to create new floodplain.

Upper Reach

As noted earlier, the Upper Reach is approximately 1,600 feet of the channel between just north of Dainty Avenue bridge and Deer Creek confluence. The reach is constrained by development on both sides and channel widening in this section would include excavation of both banks to construct a number of floodplain benches on both sides of the creek of varying widths with slopes ranging from 2:1 to 3:1 (**Figure 4**). The benches would be located above the ordinary high water mark (OHWM). The construction of the floodplain benches would satisfy the District's freeboard requirements for an earthen

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SOURCE: Restoration Design Group, Inc. 2016

FIGURE 4

channel. **Figure 5** presents existing and modified creek cross-sections for this reach.

Once the benches are constructed, permanent slope protection such as erosion control matting or other biotechnical methods would be installed on all benches and slopes for slope stabilization and to prevent long-term effects of erosion. The selected erosion control material would provide soil stabilization and promote vegetation growth.

Widening the channel cross-section is expected to decrease velocities and erosion potential. However, detailed hydraulic modeling that will be completed to inform the final design may indicate that some bank armoring is necessary where the expanded channel will taper down to the existing channel at the downstream project boundary. In one location along the Upper Reach, the project would require a retaining wall along approximately 250 feet on the left (west) bank due to the presence of Central Boulevard in Brentwood that will extend approximately 5 feet above ground. The retaining wall would rise from the back of the floodplain and would not touch the low flow channel. The project also includes replacement and repair of grouted rock at the Deer Creek confluence.

Middle Reach

The Middle Reach, which is about 800 feet in length, would be widened along the west bank as part of the proposed project. As the Middle Reach is also constrained, channel widening would involve excavation of both banks to construct a number of floodplain benches of varying widths as shown in **Figure 6**, with slopes ranging from 2:1 to 3:1. The benches would be located above the OHWM. The construction of the floodplain benches would satisfy the District's freeboard requirements for an earthen channel. **Figure 7** presents existing and modified creek cross-sections for this reach.

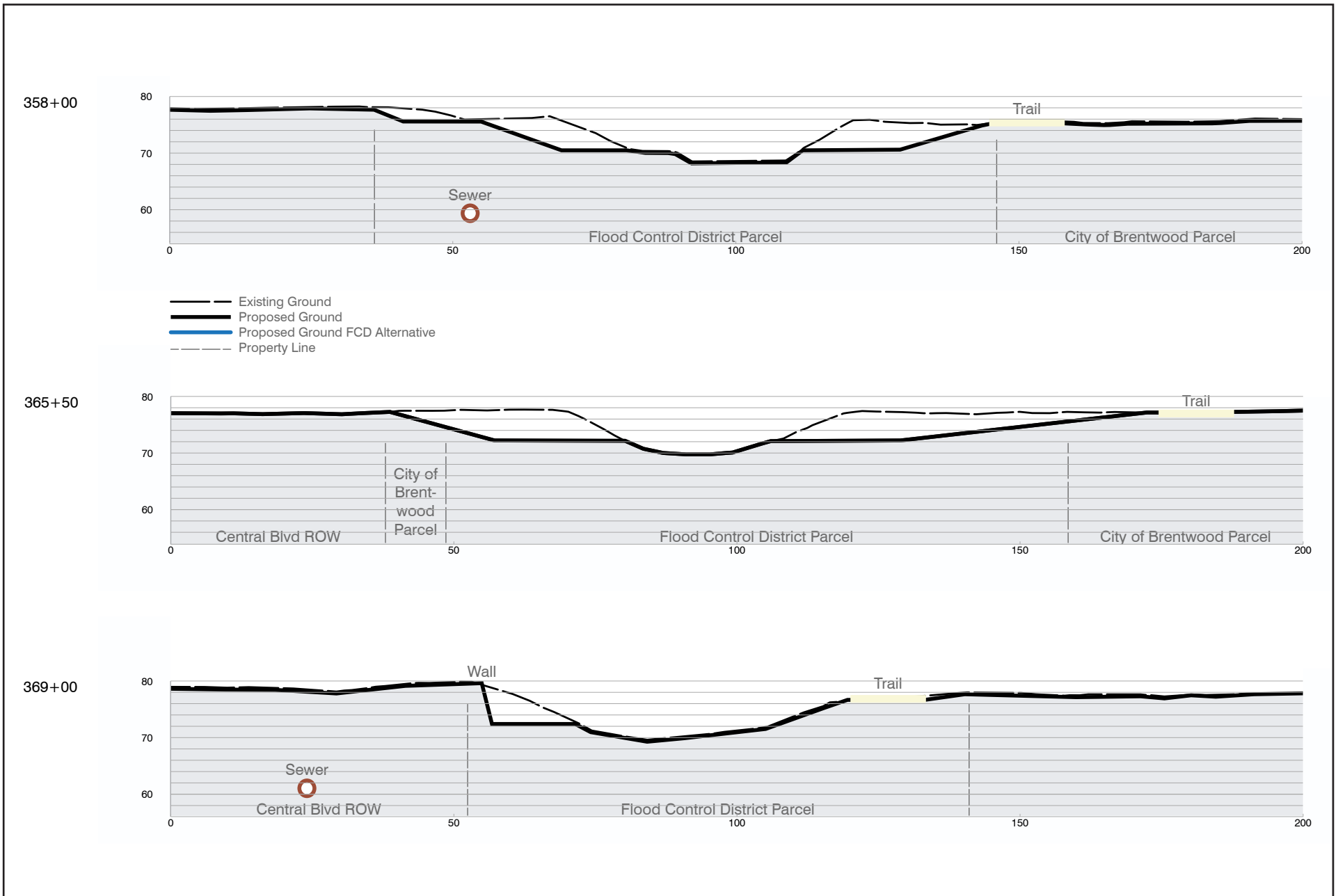
Lower Reach

The Lower Reach, which is about 1,600 feet in length, is less constrained, and more substantial widening of the channel is planned for this area. The project would excavate the east bank of the creek down to the OHWM to create a 10 to 40-foot wide floodplain with slopes typically 3:1 or less, but never more than 2:1 (**Figure 8**). **Figure 7** presents existing and modified creek cross-sections for this reach. If bank protection is necessary at some locations, the project would use biotechnical methods or large rocks to create an aesthetically pleasing bank.

Although erosion is currently not a problem, the project would reduce the potential for erosion by lowering water stage, reducing the velocity by widening the cross-sectional velocity of the channel, and establishing native riparian vegetation where compatible with the flood management objectives. To prevent weathering and erosion of slopes, permanent slope protection in the form of erosion control matting, armor, biotechnical methods, or appropriate ground cover would be installed, and the material would provide soil stabilization and promote vegetation growth.

2.4.2 Low-Flow Channel

The existing low-flow channel within project limits is engineered with rock grade control structures and banks. The existing, engineered channel has proven stable over the last 40 years and the rock grade



SOURCE: Restoration Design Group, Inc. 2016

FIGURE 5



Upper Reach Cross-Sections

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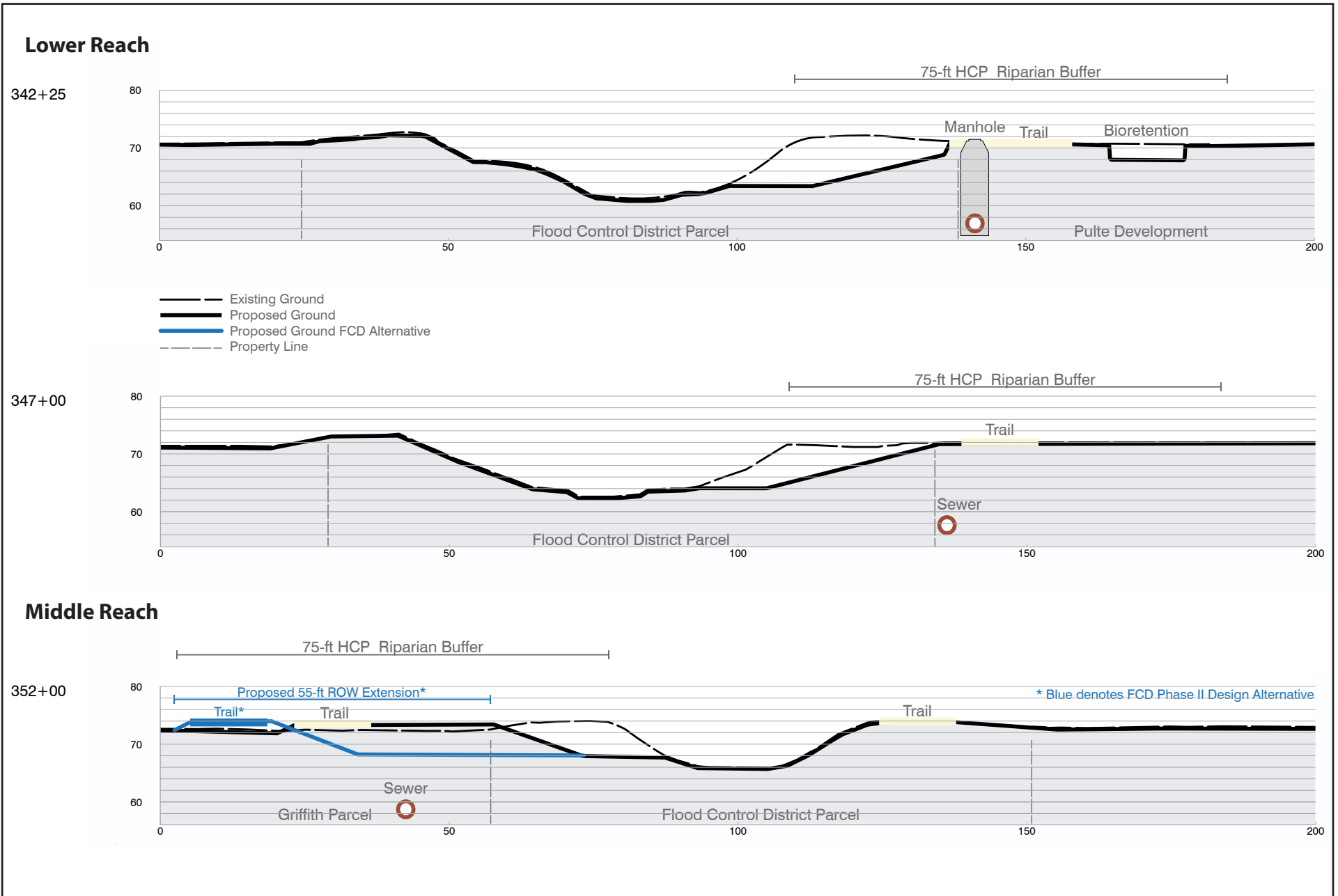


SOURCE: Restoration Design Group, Inc. 2016

FIGURE 6

Middle Reach Improvements

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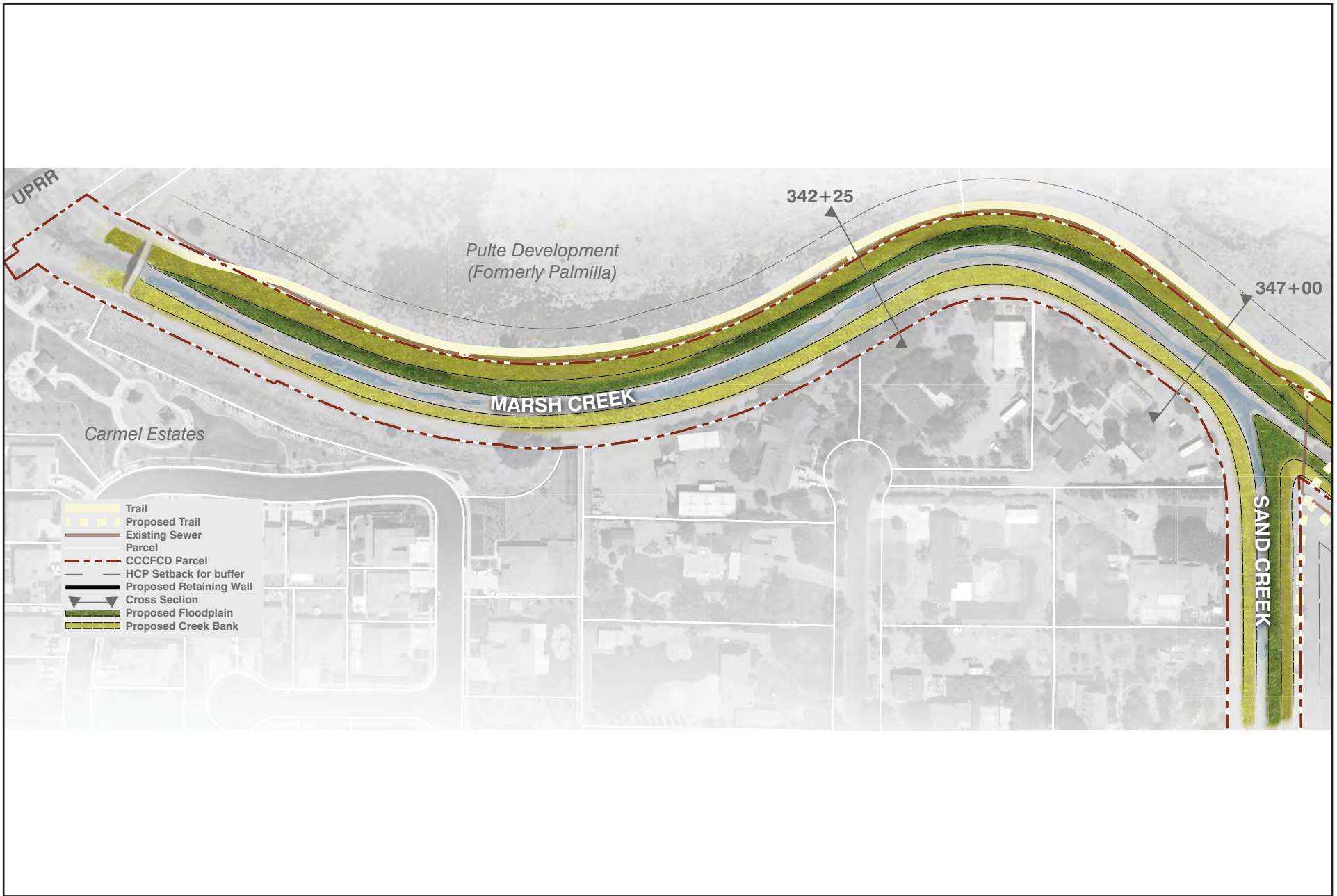
SOURCE: Restoration Design Group, Inc. 2016

FIGURE 7



Middle and Lower Reach Cross-Sections

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SOURCE: Restoration Design Group, Inc. 2016

FIGURE 8

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control structures create a sequence of pools and riffles that provide some habitat for aquatic species. The excavation for floodplain widening typically will not touch the low-flow channel below the OHWM. The new floodplain would be graded to inundate during the storm events with the low-flow channel continuing to function much as it does today. Some work in the low-flow channel may be performed and would include creation of instream habitat in the low-flow channel by placing boulders and large woody debris, and the placement of rock slope protection in some portions of the low-flow channel in the Upper and Middle Reaches.

2.4.3 Sewer Line Relocation

A City of Brentwood sewer main is located on the west side of the Upper Reach (as shown in **Figures 4 and 5**). For most of the length, the sewer is within the Central Boulevard right of way. However, a portion of this sewer is located within one of the District's parcels where flood control improvements would be constructed. The sewer line is over 15 feet deep, at least 4 feet below the flow line of the creek. As the sewer line is below the maximum depth of excavation, it would not be relocated.

Near Sand Creek confluence in the Middle and Lower Reach, the sewer main crosses under the creek and continues north along the east bank of the Lower Reach. In the Lower Reach, the sewer line is located within the area that would be excavated to create the right (east) bank floodplain. The sewer line would most likely not be relocated to the east on the Pulte residential subdivision project site. The City of Brentwood has requested that the floodplain widening be stopped short of the existing sewer alignment so it does not need to be relocated. Throughout the project reach, minor modifications to sewer manholes may be required to accommodate changes in ground elevation. In all cases, grading will be performed around manholes so that potential spills from manholes would initially drain away from Marsh Creek.

2.4.4 Establishment of Wetlands

The newly created flood benches and floodplain would be inundated when flows in the creek rise during typical storm events that recur nearly annually. The floodplain and benches would be expected to be inundated frequently enough that they will support wetlands. The project would create approximately 3.6 acres of frequently inundated floodplain (seasonal wetland). However, to minimize mosquito breeding in the aquatic environment, floodplain and benches would be sloped at two percent to drain flood flows back to the creek and prevent ponding that would allow mosquitos to breed.

2.4.5 Revegetation Activities

Where possible, existing trees along the creek would be protected and retained. Following the construction of channel widening activities, depending on location, the project area would be planted with native wetland forbs, grasses, shrubs, and trees. Riparian trees would be planted along the banks and would include valley oak, sycamore, live oak, blue oak, box elder, buckeye, cottonwood, and willow. Slopes and banks would be planted with grassland and scrub species, which would include creeping wild rye (*Leymus triticoides*), California brome (*Bromus carinatus*), purple needlegrass (*Nassella pulchra, deawned*), dense-flowered lupine (*Lupinus microcarpus* var. *densiflorus*), mugwort (*Artemisia douglasiana*), common fiddleneck (*Amsinchkia menziesii* var. *intermedia*), elegant clarkia (*Clarkia unguiculata*), and California poppy (*Eschscholzia californica*). Areas of the floodplain would be planted with seasonal wetland species that will include, but not be limited to, creek clover (*Trifolium obtusiflorum*), Baltic rush (*Juncus balticus*), and deer sedge (*Carex praegracilis*).

In 2000, the District completed Phase I widening of Marsh Creek from Dainty Avenue upstream to approximately Summer Circle (**Figure 2**). While additional widening of this segment is not proposed for this project due to constraints from the adjacent subdivisions, native shrubs and trees may be planted to provide a continuous riparian corridor with the existing riparian vegetation upstream of this segment and the proposed restoration of the project.

2.4.6 Recreational Improvements

The project would enhance opportunities for strolling, hiking, and biking along Marsh Creek. Marsh Creek trail would be relocated to the new top of the eastern bank along Upper and Middle Reach as part of the proposed project. The relocated trail section within the Upper Reach would be routed to pass under the Central Avenue road bridge. The trail section along the eastern bank of the Lower Reach would be relocated by the Pulte developer and this trail relocation is not within the scope of this project. However, the project would reduce the gradient of the steep slope between the creek and the trail and would provide a new unpaved foot trail within the created floodplain. Pervious pavement is being considered for use on the relocated trail. The City of Brentwood Parks, Trails, and Recreation Master Plan (2002) shows a future pedestrian bridge connecting the current Marsh Creek Regional Trail to the Griffith (DLT Ventures) property in the Middle Reach that would allow people to safely access and cross the creek as well as access possible future trails along Sand Creek and/or Deer Creek. These components are not part of this project. The City of Brentwood will be updating its Master Plan and the location of these features may be adjusted appropriately.

The lower 1,600 feet of the project would be integrated into a new linear city park, which would provide passive recreation amenities and native landscaping consistent with creek restoration. Consistent with the standards of the East Contra Costa County Habitat Conservation Plan (HCP), native trees would be planted within a 60-linear foot band of two city parks, along the west side of Pulte development within the HCP/NCCP required setback to provide a natural buffer adjacent to the creek. The project would also include interpretive signs along Marsh Creek.

2.5 Project Construction Activities and Schedule

The proposed project has most of the permanent right of way required for construction. However, as indicated in **Table 1**, temporary construction easements or small permanent takes may be needed from the City of Brentwood and other property owners in order to access adjacent parcels during construction. Construction is anticipated to begin summer 2017. Excavation and grading activities would occur during the dry season (July to October) with plant restoration occurring afterwards (November to December) and may take up to two construction seasons to complete.

2.5.1 Upper Reach

Grading and earthmoving activities along the Upper Reach would take place over a period of approximately 2 weeks during the dry season. Construction equipment to be used would include tractors, backhoes, excavators, graders, and dump trucks. Staging for the Upper Reach portion of the project would be within the District-owned parcels or on a City-owned parcel to the east of the creek south of Central Boulevard. Approximately 5,500 cubic yards of soil excavated for channel expansion would require disposal. The excavated materials would be temporarily stored in the staging area and later removed for use on other nearby land development projects or would be off-hauled to the Dutch

Slough project site in Oakley where it would be used as fill. Other construction activities along this reach would include revegetation and planting, as well as the relocation of the regional trail.

2.5.2 Middle Reach

Grading and earthmoving activities along the Middle Reach would also take place over a period of approximately 1 to 2 weeks during the dry season. Construction equipment to be used would include tractors, backhoes, excavators, graders, and dump trucks. Staging for the Middle Reach portion of the project would take place on the District-owned parcels that contain the Middle Reach of the creek. Approximately 3,500 cubic yards of spoils excavated for channel expansion would require disposal. Similar to the Upper Reach, the excavated materials would be temporarily stored in the staging area and later removed for use on other nearby land development projects or would be off-hauled to the Dutch Slough project site where it would be used as fill. Other construction activities along this reach would include revegetation and planting, as well as the relocation of the regional trail.

2.5.3 Lower Reach

Construction of the Lower Reach improvements would take place over a period of approximately 4 weeks during the dry season. Staging for the Lower Reach portion of the project would take place on the District-owned parcels containing the creek or the adjacent vacant private land parcel. Construction equipment to be used would include tractors, backhoes, excavators, graders, and dump trucks. Approximately 11,000 cubic yards of spoils excavated for channel expansion would require disposal, with the remainder of the excavated materials (4,000 cubic yards) used on site. Similar to the other two reaches, the excavated materials would be temporarily stored in the staging area and later removed for use on other nearby land development projects or would be off-hauled to the Dutch Slough project site where it would be used as fill. Other construction activities along this reach would include revegetation and planting.

2.6 Long Term Maintenance

Following the construction of the proposed improvements, the project area would be maintained by the District, with EBRPD responsible for continued maintenance of the regional trail.

2.7 Permits and Approvals Required

In addition to review and approval of the proposed project by the District pursuant to CEQA, the proposed project will also require the following permits and approvals for implementation:

- Clean Water Act (CWA) Section 404 Permit from the U.S. Army Corps of Engineers for construction in the Waters of the U.S.
- CWA Section 401 Certification from the Central Valley Regional Water Quality Control Board
- Section 1602 Streambed Alteration Agreement from the California Department of Fish and Wildlife
- EBRPD Encroachment Permit
- District Encroachment Permit
- City of Brentwood Grading Permit

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3. SUMMARY OF ENVIRONMENTAL EFFECTS

The proposed project could potentially affect the environmental factor(s) checked below. The following pages present a more detailed checklist and discussion of each environmental factor.

- | | | |
|---|--|---|
| <input type="checkbox"/> Aesthetics | <input type="checkbox"/> Agriculture and Forestry Resources | <input type="checkbox"/> Air Quality |
| <input type="checkbox"/> Biological Resources | <input type="checkbox"/> Cultural Resources, including Tribal Cultural Resources | <input type="checkbox"/> Geology / Soils |
| <input type="checkbox"/> Greenhouse Gas Emissions | <input type="checkbox"/> Hazards & Hazardous Materials | <input type="checkbox"/> Hydrology / Water Quality |
| <input type="checkbox"/> Land Use / Planning | <input type="checkbox"/> Mineral Resources | <input type="checkbox"/> Noise |
| <input type="checkbox"/> Population / Housing | <input type="checkbox"/> Public Services | <input type="checkbox"/> Recreation |
| <input type="checkbox"/> Transportation / Traffic | <input type="checkbox"/> Utilities / Service Systems | <input type="checkbox"/> Mandatory Findings of Significance |

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4. DETERMINATION

On the basis of this initial evaluation:

- The proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.
- Although the proposed project COULD have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.
- The proposed project MAY have a significant effect on the environment and an ENVIRONMENTAL IMPACT REPORT is required.



Lead Agency Representative
Contra Costa County Department of Conservation and Development

8-2-16

DATE

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5. EVALUATION OF ENVIRONMENTAL EFFECTS

All items on the Initial Study Checklist that have been checked “Less Than Significant Impact” or “No Impact” indicate that, upon evaluation, the District on behalf of the Contra Costa County Department of Conservation and Development has determined that the proposed project could not have a significant adverse environmental effect relating to that issue. For items that have been checked “Less Than Significant with Mitigation Incorporated,” the District has determined that the proposed project would not have a significant adverse environmental effect as the mitigation measures presented in this Initial Study would be implemented as part of the project. For each checklist item, the evaluation has considered the impacts of the project both individually and cumulatively.

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5.1 Aesthetics

5.1.1 Background

The project is located in a rapidly urbanizing area of eastern Contra Costa County, in the City of Brentwood. At the present time, the creek is a trapezoidal flood control channel with practically no riparian vegetation. The earthen channel is steep sloped and planted with non-native grasses. A narrow band of ruderal freshwater marsh habitat is present along the base of the channel banks. Marsh Creek Trail is located on top of the eastern bank of the creek. Residential subdivisions are present on both sides of the creek for most of the project's length. A vacant City-owned parcel is located on the east side of the Upper Reach just south of Central Boulevard and another city park (Sungold Park) is present on the west side of the Lower Reach. A linear park is planned adjacent to the east side of the Lower Reach. A residential subdivision project (Pulte) is approved for the area east of the Lower Reach.

5.1.2 Environmental Checklist and Discussion

AESTHETICS	Potentially Significant Impact	Less than Significant with Project-level Mitigation	Less than Significant Impact	No Impact
Would the project...				
a) Have a substantial adverse effect on a scenic vista?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Substantially degrade the existing visual character or quality of the site and its surroundings?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

DISCUSSION:

Project

- a. A scenic vista is defined as a publicly accessible viewpoint that provides expansive views of a highly valued landscape. Although public views of the Upper Reach are available from Dainty Avenue and Central Boulevard, the views are generally not expansive and would not be considered a scenic vista. Expansive views of the creek and the broader landscape are available from Sungold Park to the west of the Lower Reach and from the EBPRD regional trail, especially in the area of the Middle and Lower Reaches. The implementation of the proposed project would change these views by widening the floodplain and planting riparian vegetation along the creek.

However, this change would not adversely affect the scenic views in the area but would in fact enhance the views by adding trees and other riparian vegetation along the creek banks. The impact would be *less than significant*.

- b.** There is no state designated scenic route in the immediate vicinity of the proposed project. However, some trees will be removed but the project will be restored with native riparian trees and understory vegetation. Therefore, the project impact would be *less than significant*.
- c.** The proposed project would excavate both banks of the creek, widen the channel, and restore the area by planting native plant species and riparian trees. During construction, the project area would appear disturbed and a small number of existing trees would be removed when the creek banks are excavated. However the duration of construction would be short and once the construction is completed, new trees and other native plants appropriate to the project area would be planted. Once the new plantings are established, the visual character and quality of the creek corridor would improve relative to current conditions. Impacts of the proposed project on the visual character of the project site and its surroundings would be *less than significant*.
- d.** The project does not include the installation of any temporary or permanent lighting. Construction work would be completed during daytime hours and no lighting would be required. Therefore implementation of the project would not create a new source of substantial light or glare that would adversely affect day or nighttime views in the area. There would be *no impact*.

5.2 Agricultural and Forestry Resources

5.2.1 Background

The project is located in Contra Costa County. The Farmland Mapping and Monitoring Program (FMMP) identifies the project site as Urban and Built-Up Land² (California Department of Conservation 2014).

The project site is bordered on the east by residential subdivisions, a vacant City-owned parcel, two planned parks, Willow Wood School/Dainty Center, and an approved residential subdivision. To the west, the project site is bordered by residential subdivisions and a city park. The land between Deer Creek and Sand Creek to the west of the Middle Reach is presently undeveloped land planned for future residential subdivision development (City of Brentwood General Plan 2014). All lands adjacent to the creek are designated Urban and Built-Up land by the FMMP.

5.2.2 Environmental Checklist and Discussion

AGRICULTURAL AND FORESTRY RESOURCES	Potentially Significant Impact	Less than Significant with Mitigation	Less than Significant Impact	No Impact
<hr/> Would the project... <hr/>				
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code Section 12220(g)) or timberland (as defined by Public Resources Code Section 4526)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Result in the loss of forest land or conversion of forest land to non-forest use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

² Land occupied by structures with a building density of at least 1 unit to 1.5 acres, or approximately 6 structures to a 10-acre parcel. This land is used for residential, industrial, commercial, construction, institutional, public administration, railroad and other transportation yards, cemeteries, airports, golf courses, sanitary landfills, sewage treatment, water control structures, and other developed purposes.

- e) Involve other changes in the existing environment, which, due to their location or nature, could result in conversion of Farmland to non-agricultural use or conversion of forest land to non-forest use?
-

DISCUSSION:

- a. The project site is designated as Urban and Built-up Land by the FMMP. As a result, implementation of the proposed project would not result in the conversion of land designated either as Prime Farmland, Unique Farmland, or Farmland of Statewide Importance to non-agricultural use. There would be *no impact*.
- b. The project site is not under a Williamson Act contract and is not zone for agricultural use. There would be *no impact* from the implementation of the project on land under a Williamson Act contract and/or zoned for agricultural use.
- c, d. Timberland is defined in PRC Section 4526 as “land designated by the board³ as experimental forest land, which is available for, and capable of, growing a crop of trees of a commercial species used to produce lumber and other forest products, including Christmas trees.” The project site contains no mapped timberland, and there would be *no impact* from implementation of the proposed project.

Forest land is defined in PRC Section 12220(g) as “land that can support 10-percent native tree cover of any species, including hardwoods, under natural conditions, and that allows for management of one or more forest resources, including timber, aesthetics, fish and wildlife, biodiversity, water quality, recreation, and other public benefits.” The project site does not contain any forest lands. Therefore, implementation of the proposed project would not result in the loss of or conversion of forest land to non-forest use. There would be *no impact*.

- e. The project would not involve any land use changes that could indirectly lead to the conversion of Important Farmland or forest lands to other uses. Furthermore, as discussed above, most of the parcels near the project site are developed with residential subdivisions, and those properties that are currently undeveloped are designated Urban and Built-Up Land by the FMMP. There would be *no impact*.

³ Board of Forestry and Fire Protection

5.3 Air Quality

5.3.1 Background

The project area is subject to air quality planning programs developed in response to both the Federal Clean Air Act (CAA) and the California Clean Air Act (CCAA). Within the San Francisco Bay Area, air quality is monitored, evaluated, and regulated by the U.S. Environmental Protection Agency (EPA), the California Air Resources Board (CARB), and Bay Area Air Quality Management District (BAAQMD).

The project is located in eastern Contra Costa County, which, along with eight other counties, is within the San Francisco Bay Area Air Basin (SFBAAB or Air Basin).

Air pollutants are emitted by a variety of sources, including mobile sources such as automobiles; stationary sources such as manufacturing facilities, power plants, and laboratories; and area sources such as homes and commercial buildings. While some of the air pollutants that are emitted need to be examined at the local level, others are predominantly an issue at the regional level. For instance, ozone (O₃) is formed in the atmosphere in the presence of sunlight by a series of chemical reactions involving oxides of nitrogen (NO_x) and reactive organic gases (ROG). Because these reactions are broad-scale in effects, the effects of ozone typically are analyzed at the regional level (i.e., in the Air Basin) rather than the local level. On the other hand, other air pollutants such as sulfur dioxide (SO₂), respirable particulate matter (PM₁₀), fine particulate matter (PM_{2.5}), carbon monoxide (CO), lead (Pb), and toxic air contaminants (TAC) are a potential concern in the immediate vicinity of the pollutant source because the pollutants are emitted directly or are formed close to the source. TACs are also known as hazardous air pollutants. Therefore, the study area for emissions of SO₂, PM₁₀, PM_{2.5}, CO, Pb, and TAC is the local area nearest the source, such as in the vicinity of construction sites, whereas the study area for regional pollutants such as NO_x and ROG is the entire Air Basin.

Air pollutants typically are categorized as criteria pollutants or TACs. The criteria pollutants are those regulated at the federal level by U.S. EPA and at the state and regional level by CARB and BAAQMD, respectively. These include O₃, PM₁₀, PM_{2.5}, CO, nitrogen dioxide (NO₂), SO₂, and Pb. O₃ is a secondary pollutant formed during photochemical reactions with precursor pollutants. As such, O₃ is measured by assessing emissions of its precursors, ROG and NO₂. TACs are airborne pollutants for which there are no air quality standards, but are known to have adverse human health effects and therefore are regulated. TACs are generated by a number of sources, including stationary sources, mobile sources such as automobiles and heavy-duty construction equipment, particularly diesel-fueled vehicles.

Air quality in the Air Basin is monitored by the BAAQMD and CARB. Based on pollutant concentrations measured at monitoring stations within the Air Basin, the SFBAAB is classified as being either in attainment or non-attainment of federal and state air quality standards. The Air Basin is designated nonattainment for the federal O₃ 8-hour standard, the state O₃ 1-hour standard, the state PM₁₀ standard, and the state and federal PM_{2.5} standards. For all other federal and state standards, the Air Basin is in attainment or unclassified.

Some groups of people are considered more sensitive to adverse effects from air pollution than the general population. These groups are termed “sensitive receptors.” Sensitive receptors include children, the elderly, and people with existing health problems, who are more often susceptible to respiratory infections and other air quality-related health problems. Locations where these groups of people are found, such as schools, childcare centers, hospitals, and nursing homes, are all considered sensitive receptors. Air pollution impacts are assessed, in part, based on potential effects on sensitive receptors.

Several sensitive receptors are located in the vicinity of the project site. Specifically, single-family homes are located adjacent to the work areas on the east side of the creek between Dainty Avenue and Central Boulevard; on the west side of the creek between Central Boulevard and Deer Creek; and along the east side of the Middle Reach. Willow Wood School/Dainty Center is also located adjacent to the east side of the creek at the corner of Dainty Avenue and Central Boulevard.

The BAAQMD CEQA Air Quality Guidelines (“BAAQMD Guidelines”) set forth methodologies and quantitative significance thresholds that a lead agency may use to estimate and evaluate the significance of a project’s air emissions. The BAAQMD Guidelines present thresholds for evaluating both construction-phase and operational emissions, and include numeric thresholds for criteria pollutants and health-based evaluation criteria for TACs. The BAAQMD Guidelines do not recommend quantification of fugitive dust emissions but note that the impact from a project’s fugitive dust emissions during construction would be significant unless dust control measures and other best management practices are implemented. Although due to litigation related to the BAAQMD Guidelines, the BAAQMD is not recommending the use of the thresholds in its Guidelines, the thresholds are used by most Bay Area lead agencies, and have been used in this Initial Study to evaluate the project’s air quality impacts.

5.3.2 Environmental Checklist and Discussion

AIR QUALITY		Potentially Significant Impact	Less than Significant with Mitigation	Less than Significant Impact	No Impact
Would the project...					
a)	Conflict with or obstruct implementation of the applicable air quality plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b)	Violate any air quality standard or contribute substantially to an existing or projected air quality violation?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c)	Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is in non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d)	Expose sensitive receptors to substantial pollutant concentrations?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

- e) Create objectionable odors affecting a substantial number of people?
-

DISCUSSION:

- a. A project would be considered to conflict with or obstruct implementation of the regional air quality plans if it would be inconsistent with the emissions inventories contained in the regional air quality plans. Emission inventories are developed based on projected increases in population and vehicle miles traveled (VMT) within the region. Project-generated increases in population or VMT could, therefore, potentially conflict with regional air quality attainment plans. Due to the nature of the creek restoration activities, implementation of the proposed project would not result in increased population or related increases in vehicle miles traveled within the region. As a result, implementation of the proposed project would not be anticipated to conflict with existing or future air quality planning efforts. The proposed project would have a *less than significant* impact.
- b. Implementation of the proposed project would result in short-term emissions associated with ground disturbance and use of construction equipment and vehicles. Minimal emissions are anticipated after the activities are completed, for reasons presented below.

Construction

Construction-generated emissions are short term and of temporary duration, lasting only as long as construction activities occur, but have the potential to result in a significant air quality impact. The channel widening and restoration activities would result in temporary emissions associated with excavation and motor-vehicle exhaust from construction equipment and worker trips, as well as the movement of construction equipment especially on unpaved surfaces. Emissions of airborne particulate matter are largely dependent on the amount of ground disturbance associated with site preparation activities.

Criteria Pollutant Emissions

Emissions of criteria pollutants from mainly excavation activities, grading and off-hauling were estimated using the CalEEMod model. A conservative scenario was modeled that assumed that the Upper Reach and Lower Reach improvements would be under construction at the same time and the Middle Reach improvements would be constructed shortly thereafter. Therefore all of the construction activities would take place over a 37-day period. The estimated construction emissions are provided below in **Table 2, Estimated Construction Emissions**.

Table 2
Estimated Construction Emissions (lbs per day)

	CO	NOx	ROG	PM (fugitive dust)	PM10 (Exhaust)	PM2.5 (Exhaust)
Project	24.4	20.9	2.4	138.7	0.81	0.74
Significance Thresholds	None	54	54	None	82	54
Exceedance?	No	No	No	No	No	No

Source: Impact Sciences, Inc. 2016.

As shown in **Table 2**, if the Upper Reach and Lower Reach are concurrently under construction and the Middle Reach is constructed shortly after, the proposed project would result in emissions that would not exceed the thresholds of significance for criteria pollutants. The impact from air pollutant emissions during the construction-phase of the project would be *less than significant*.

Fugitive Dust

As mentioned above, movement of construction equipment, especially on unpaved surfaces, during construction activities and off-hauling excavated materials could temporarily generate fugitive dust, including PM10 and PM2.5 emissions. Unless properly controlled, vehicles leaving the site would deposit mud on local roadways, which could be an additional source of airborne dust after it dries. Fugitive dust emissions would vary from day to day, depending on the nature and magnitude of construction activity and local weather conditions. Fugitive dust emissions would also depend on soil moisture, silt content of soil, wind speed, and the amount of equipment operating. Larger dust particles would settle near the source, while fine particles would be dispersed over greater distances from the construction site. The BAAQMD Guidelines consider the impact from a project’s construction-phase dust emissions to be less than significant if best management practices listed in the guidelines are implemented. Without these BMPs, the impact from fugitive dust emissions would be potentially significant. Thus, to ensure that construction-phase emissions are controlled and minimized, **Mitigation Measure AIR-1** is included which requires that dust control and other BMPs put forth by the BAAQMD are implemented by the proposed project.

Mitigation Measure AIR-1:

The construction contractor(s) shall implement the following BMPs during project construction:

- All exposed surfaces (e.g., parking areas, staging areas, soil stockpiles, graded areas, and unpaved access roads) shall be watered two times per day.
- All haul trucks transporting soil, sand, or other loose material off-site shall be covered.

- All visible mud or dirt track-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited.
- All vehicle speeds on unpaved roads shall be limited to 15 mph.
- All roadways, driveways, and sidewalks to be paved shall be completed as soon as possible and feasible.
- Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to five minutes (as required by the California airborne toxics control measure Title 13, Section 2485 of California Code of Regulations [CCR]). Clear signage shall be provided for construction workers at all access points.
- All construction equipment shall be maintained and properly tuned in accordance with manufacturer's specifications. All equipment shall be checked by a certified mechanic and determined to be running in proper condition prior to operation.
- Post a publicly visible sign with the telephone number and person to contact at the Lead Agency regarding dust complaints. This person shall respond and take corrective action within 48 hours. The Air District's phone number shall also be visible to ensure compliance with applicable regulations.

Community Health Risk

In addition to an evaluation of the potential impacts from a project's construction-phase emissions of criteria pollutant and fugitive dust, the BAAQMD Guidelines recommend an evaluation of potential community health risk and hazards from a project's construction emissions of toxic air contaminants (TACs). For assessing community risks and hazards, a 1,000 foot radius around the project boundary is recommended in the BAAQMD Guidelines. The proposed project would involve the use of diesel-fueled construction equipment which would result in diesel particulate emissions which are considered a TAC in the vicinity of the work areas. Due to the nature of the proposed project, the fact that only a few pieces of equipment would be used on each reach (no more than 3 pieces of equipment), and the short duration of work, the potential for a significant impact is low. However, sensitive receptors such as residences and a daycare center are located less than 50 feet from where project construction activities would occur and could be potentially affected. The impact would be *potentially significant*. To avoid impacts to nearby sensitive receptors, the project will be required to implement **Mitigation Measure AIR-2** which will ensure that cleaner engines are utilized for construction equipment to reduce diesel particulate emissions.

Mitigation Measure AIR-2:

All diesel-powered off-road equipment larger than 50 horsepower and operating on the site for more than two days continuously during the duration of construction shall, at a minimum, meet U.S. EPA emissions standards for Tier 2 engines or equivalent.

Operation

Operational air emission impacts are associated with any change in permanent use of the project site as a land use change can add new on-site stationary or area sources to the project site or increase the number of vehicles trips to and from the project site. No change in land use is proposed as part of the channel widening and restoration activities. Although restoration activities may attract more people to utilize the Marsh Creek Trail, no significant permanent increase in vehicle trips to the creek would result due to the proposed project. The small number of vehicle trips associated with the monitoring and maintenance activities would not significantly increase VMT. Therefore, operational emissions associated with the proposed project would not change substantially from existing conditions, and would not exceed the applicable BAAQMD thresholds of significance for operational emissions. The impact from air pollutant emissions during operation would be *less than significant*.

- c. As described above in Response b, the proposed project would not result in temporary increases in air pollutant emissions that would exceed the applicable BAAQMD thresholds of significance for construction emissions of criteria pollutants. In addition, BMPs would be implemented to control fugitive dust and other construction-phase emissions. The proposed project would also not result in a substantial amount of air pollutant emissions during operation. As a result, increases of temporary and long-term air pollutant emissions would not result in a cumulatively considerable net increase of any of the pollutants for which the project region is in nonattainment status for federal or state ambient air quality standards. This impact would be *less than significant*.
- d. The potential for project construction activities to affect sensitive receptors is analyzed above under Response b. As noted there, although TAC emissions during construction could result in a potentially significant community health impact, it would be reduced to a *less than significant* level by **Mitigation Measure AIR-2** set forth above.
- e. Construction of the proposed project would require the use of diesel-fueled equipment, which has an associated odor. However, odors would be short term and temporary and would disperse rapidly. They would not be pervasive enough to affect a substantial number of people or to be objectionable. Consequently, construction of the proposed project would not cause or be affected by odors, and the impact would be less than significant. Furthermore, **Mitigation Measures AIR-1** and **AIR-2** would be implemented to minimize diesel exhaust emissions emitted on the project site during construction.

5.4 Biological Resources

5.4.1 Background

The project site is situated in a rapidly developing part of eastern Contra Costa County. Adjacent land uses include single-family residential neighborhoods to the north, west and south, and vacant lands zoned for residential development to the east and west. A section of the Marsh Creek Regional Trail follows the top of Marsh Creek's eastern bank.

The entire study area, which encompasses both banks of Marsh Creek over a section approximately 4,000 feet long, has been highly modified historically by flood control and agricultural activities. The upland portions of the study area were dryland farmed as recently as 2003 and were under cultivation at least as long ago as 1938; Marsh Creek has had much the same alignment going back at least as long ago as then. Although most of the Marsh Creek channel on site is lined with earthen banks, portions have been armored with grouted riprap. Multiple storm drains outfall into the channel. The left (western) bank is topped with a gravel access roadbed and backs up onto fenced back yards or adjacent residences, and a vacant field. The right (east) bank is topped with the paved Marsh Creek Regional Trail and bordered with an old barbed wire fence in the Lower Reach. The upland fields within and adjacent to the project site is former agricultural land that has gone fallow but is routinely disked for weed and fire control (Wood 2016).

No natural, unaltered plant communities are present onsite or the project vicinity. Although native plant species are present, none of the habitats present are considered indigenous and natural; each is characterized as a product of post-disturbance recolonization. The predominant vegetation type is ruderal. Anthropogenic habitat, consisting of plantings, is present along the Marsh Creek Regional Trail and on adjacent properties. A narrow band of ruderal freshwater marsh habitat is present along the base of each channel bank (Wood 2016).

Reconnaissance-level surveys were performed on May 12, 2015 and November 17, 2015 by Wood Biological Consulting. During both surveys, all habitat types at and adjacent to the study area were surveyed and classified, and plant and wildlife species observed were recorded.

Special-status Plants

Special-status plants include plant species that are listed or proposed for listing under the Federal Endangered Species Act (FESA) or California Endangered Species Act (CESA) or considered by the California Native Plant Society (CNPS) to be "rare, threatened or endangered in California" (California Rare Plant Rank 1A, 1B and 2). A total of 61 special-status plant species have been recorded in the nine U.S. Geological Survey (USGS) quadrangles surrounding the project site and were evaluated in the February 2016 Biological Resource Assessment. Of the 61 species, eight special-status plant species are mapped by the 2015 California Natural Diversity Database (CNDDB) as having been recorded from within 3.0 miles of the project site. These include brittlescale (*Atriplex depressa*), big tarplant (*Blepharizonia plumosa*), round-leaved filaree (*California macrophylla*), San Joaquin spearscale (*Extriplex joaquiniana*), stinkbells (*Fritillaria agrestis*), Brewer's western flax (*Hesperolinon breweri*), Antioch Dunes evening primrose (*Oenothera deltoides* ssp. *howellii*), and showy golden madia (*Madia radiata*).

No federally or State-listed plant species or California Rare Plant Rank 1A, 1B and 2 species were detected within the study area and none is expected to occur within the project disturbance areas due to level of historical disturbance and lack of appropriate habitat.

Special-status Wildlife Species

Special-status wildlife species include animal taxa listed or proposed for listing under the FESA or CESA; taxa considered by the California Department of Fish and Wildlife (CDFW) to be a Species of Special Concern (SSC); and taxa which meet the criteria for listing, even if not currently included on any list, as described under CEQA Section 15380. In addition, many wildlife species receive protection under the Bald and Golden Eagle Protection Act (BGEPA), the Migratory Bird Treaty Act (MBTA), and the Migratory Bird Treaty Reform Act (MBTRA). The California Fish and Game Code (CFGC) provides specific language protecting birds and raptors, “fully protected birds,” “fully protected mammals,” “fully protected reptiles and amphibians,” and “fully protected fish.” The California Code of Regulations (CCR) prohibits the take of fully protected fish, certain fur-bearing mammals, and restricts the taking of amphibians and reptiles (Wood 2016).

The potential for a total of 78 special-status wildlife species to occur in the area to be disturbed by the project was evaluated in the February 2016 Biological Resource Assessment. Based on the availability of suitable habitat, there is potential for nine special-status wildlife species to occur on site. These include silvery legless lizard, California red-legged frog, Pacific pond turtle, Chinook salmon, steelhead (Central Valley distinct population segment (DPS)), burrowing owl, white-tailed kite, loggerhead shrike, and Swainson’s hawk. Of the nine species, two of these species were observed on site during surveys: burrowing owl was observed nesting within the study area and Swainson’s hawk was observed hunting on site.

East Contra Costa County Habitat Conservation Plan/Natural Community Conservation Plan

The proposed project site is located within the East Contra Costa County Habitat Conservation Plan/Natural Community Conservation Plan (“HCP/NCCP” or “Plan”) inventory area. The Plan is intended to provide a comprehensive framework to protect natural resources in eastern Contra Costa County, while improving and streamlining the environmental permitting process for impacts of new development on Endangered and Threatened species, and other species covered by the HCP/NCCP.

The permit area for the East Contra Costa County HCP/NCCP generally includes land within the urban limit lines in the cities of Clayton, Pittsburg, Oakley, and Brentwood and Contra Costa County. The local jurisdictions who are permittees under the HCP/NCCP include the cities of Brentwood, Clayton, Oakley, and Pittsburg, Contra Costa County, Contra Costa County Flood Control and Water Conservation District, East Bay Regional Park District, and the Conservancy. Currently, all participating jurisdictions have approved the HCP/NCCP and have adopted implementing ordinances and the fee structures set forth in the HCP/NCCP.

As required by the FESA, the HCP/NCCP includes measures to avoid and minimize take of covered species, which would be included as conditions on development for applicable projects. It is the responsibility of project proponents to design and implement their projects in compliance with listed measures in the HCP/NCCP.

The proposed project's participation in the HCP/NCCP would provide a mechanism to adequately mitigate impacts to all potentially occurring covered sensitive species and habitats on the project site.

5.4.2 Environmental Checklist and Discussion

BIOLOGICAL RESOURCES	Potentially Significant Impact	Less than Significant with Mitigation	Less than Significant Impact	No Impact
Would the project...				
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special-status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

DISCUSSION:

a. Special-status Plants

As stated above, 61 special-status plant species have been recorded within the nine USGS quad area inclusive of the project site and were evaluated in the February 2016 Biological Resource Assessment. However, none of the special-status plant species were observed during site reconnaissance surveys and are not expected to occur on the project site due to the level of disturbance, soils, lack of suitable habitat or substrate, and geographic isolation from known populations. Therefore, *no impacts* to special-status plant species would occur.

Special-status Wildlife Species

As noted above, the potential exists for nine special-status wildlife species to occur on site: silvery legless lizard, California red-legged frog, Pacific (Western) pond turtle, Chinook salmon, steelhead (Central Valley DPS), burrowing owl, white-tailed kite, loggerhead shrike, and Swainson's hawk. The potential also exists for numerous other bird species that are protected under the MBTA and CFGC to be present in the area. The potential for the project to affect these species is evaluated below.

Reptiles and Amphibians

Populations of California red-legged frog, Pacific (Western) pond turtle, and silvery legless lizard have been recorded from the project region. Although the occurrence of these species on the project site is considered unlikely, the lack of significant barriers to movement between known source populations and the project site means that the potential exists for these species to move into harm's way during project construction and direct mortalities could result. Direct and indirect impacts to California red-legged frog, Pacific (Western) pond turtle, and silvery legless lizard would be considered *significant*. Implementation of **Mitigation Measure BIO-1** would reduce impacts to these species to a *less than significant* level.

Mitigation Measure BIO-1:

To avoid and minimize impacts to California red-legged frog, Pacific (Western) pond turtle, and silvery legless lizard during construction activities, the project will implement the following measures:

1. Coverage under the HCP/NCCP. The project proponent shall apply for coverage under the HCP/NCCP. Participation in the HCP/NCCP, including implementation of appropriate avoidance and minimization measures and payment of applicable fees

would provide the project proponent with incidental take coverage for California red-legged frog, Pacific (Western) pond turtle, and silvery legless lizard.⁴

2. Seasonal Avoidance. If required by the Streambed Alteration Agreement or Water Quality Certification, work shall be limited to the dry season, from April 15 to October 15.
3. Minimize Nighttime Work. If required by the Streambed Alteration Agreement or Water Quality Certification, nighttime construction shall be restricted to avoid effects on nocturnally active species such as California red-legged frog.
4. Environmental Awareness Program. Prior to the commencement of construction activities, a qualified biologist shall present an environmental awareness program to all construction personnel working on site. At a minimum the training should include a description of special-status species that could be encountered, their habitats, regulatory status, protective measures, work boundaries, lines of communication, reporting requirements, and the implications of violations of applicable laws.
5. Wildlife Exclusion Fencing. Prior to the start of construction, wildlife exclusion fencing (WEF)⁵ shall be installed as warranted and consistent with the HCP/NCCP to isolate the work area from any habitats potentially supporting special-status animals or through which such species may move. The final project plans shall indicate where and how the WEF is to be installed. The bid solicitation package special provisions shall provide further instructions to the contractor about acceptable fencing locations and materials. The fencing shall remain throughout the duration of the work activities, be regularly inspected and properly maintained by the contractor. Fencing and stakes shall be completely removed following project completion.
6. Best Management Practices (BMPs). Prior to the initiation of work, BMPs shall be in place to prevent the release of any pollutants or sediment into the creek, storm drains, or tributaries; all BMPs shall be properly maintained. Leaks, drips, and spills of hydraulic fluid, oil, or fuel from construction equipment shall be promptly cleaned up to prevent contamination of water ways. All workers shall be properly trained regarding the importance of preventing and cleaning up spills of contaminants. Protective measures should include, at a minimum:

⁴ The HCP/NCCP requires written notification to the USFWS, CDFW, and the Habitat Conservancy prior to disturbance of any suitable breeding habitat for California red-legged frog. However, the project area does not contain any suitable breeding habitat for this species. Because the project will receive take coverage under the HCP/NCCP, preconstruction surveys are not required for California red-legged frog (non-breeding), Pacific (Western) pond turtle and silver legless lizard.

⁵ Wildlife Exclusion Fencing should provide a barrier for terrestrial wildlife gaining access to the project work areas. The fencing may vary to meet the needs of a particular species, but should be buried and/or backfilled to prevent animals passing under the fence and should be high enough to deter reptiles and amphibian or small mammals from climbing or jumping over the fence. Acceptable fencing materials including ERTEC E-Fence® (Ertec Environmental Systems LLC), plywood, corrugated metal, silt fencing or other suitable materials.

- a. No discharge of pollutants from vehicle and equipment cleaning should be allowed into any storm drains or watercourses.
 - b. Spill containment kits should be maintained onsite at all times during construction operations and/or staging or fueling of equipment.
 - c. Coir rolls or straw wattles should be installed along or at the base of slopes during construction to capture sediment.
7. Erosion Control. Graded areas shall be protected from erosion using a combination of silt fences, fiber rolls along toes of slopes or along edges of designated staging areas, and erosion control netting (such as jute or coir) as appropriate on sloped areas.
8. Construction Site Restrictions. The following site restrictions shall be implemented to avoid adversely affecting sensitive habitats and harm or harassment to listed species:
- a. Any fill material shall be certified to be non-toxic and weed free.
 - b. All food and food-related trash items shall be enclosed in sealed trash containers and removed completely from the site at the end of each day.
 - c. No pets from project personnel shall be allowed anywhere in the project site during construction.
 - d. No firearms shall be allowed on the project site except for those carried by authorized security personnel, or local, State or Federal law enforcement officials.
 - e. All equipment shall be maintained such that there are no leaks of automotive fluids such as gasoline, oils or solvents and a Spill Response Plan shall be prepared. Hazardous materials such as fuels, oils, solvents, etc. shall be stored in sealable containers in a designated location that is isolated from wetlands and aquatic habitats.
 - f. Servicing of vehicles and construction equipment including fueling, cleaning, and maintenance should occur only at sites isolated from any aquatic habitat unless separated by topographic or drainage barrier or unless it is an already existing gas station. Staging areas may occur closer to the project activities as required.
9. Proper Use of Erosion Control Devices. Plastic mono-filament netting (e.g., that used with erosion control matting) or similar material shall not be used within the project area; wildlife can become entangled or trapped in such non-biodegradable materials. Acceptable substitutes include coconut coir matting, tackified hydroseeding, blown straw, or other organic mulching material.
10. Protocol for Species Observation – Pacific (Western) pond turtle and silvery legless lizard. If a Pacific (Western) pond turtle or silvery legless lizard is encountered in the project site, work in the area of the finding must cease immediately until the animal either moves out of harm's way of its own accord or is safely relocated well upstream or downstream of the project site. Only a qualified biologist with a scientific collection permit issued by the CDFW may handle and relocate Pacific (Western) pond turtle or silvery legless lizard. Any sightings and relocation of Pacific (Western)

pond turtle and silvery legless lizard should be reported to the CDFW and the CNDDDB.

Fish Species

Although there are no records for steelhead or Chinook salmon occurring in Marsh Creek in the 2015 CNDDDB and occurrence on site for both species is considered unlikely, recent sightings of fall-run Chinook have been reported within Marsh Creek and suitable habitat for steelhead is present in the project area. Populations of listed salmonids have not been regularly observed in Marsh Creek; any present would be considered stray migrants. Listed salmonids have the greatest potential to occur within the project area between November and June based on the timing of adult and juvenile migrations in and through the waterways of the Sacramento/San Joaquin Delta (National Marine Fisheries Service 2012). Although the vast majority of construction activities would occur above the OHWM and during the dry season, some limited work such as restoration of habitat or site-specific armoring could occur in the low-flow channel. To the extent that this work in the low-flow channel requires either dewatering or excavation, take of steelhead or Chinook could occur. Neither of these species is covered under the HCP/NCCP and direct and indirect impacts to either steelhead or Chinook would be considered *significant*. To ensure there is no take of either of these species if work in the low-flow channel becomes necessary, **Mitigation Measure BIO-2** would be implemented and impacts would be reduced to *less than significant*. In addition, consultation with the National Marine Fisheries Service (NMFS) will confirm these measures are sufficient; otherwise, additional measures may be implemented as appropriate. Once the proposed improvements are constructed, the project would not impede or interfere with fish movement. In fact the project would improve conditions for movement of fish species in this area.

Mitigation Measure BIO-2:

To minimize and avoid impacts to Chinook salmon and steelhead, the following measures will be implemented:

1. Seasonal Avoidance. In-stream work shall be limited to June 1 to October 31.
2. In-Stream Activities: If in-stream construction or dewatering is required, the following precautionary measures should be implemented:
 - a. A preconstruction survey of the aquatic environment shall be performed by a qualified biologist.
 - b. A qualified biologist shall present an environmental awareness program working on site.
 - c. A qualified biologist should monitor all in-stream activities.
 - d. If dewatering is proposed, a qualified biologist should monitor the installation of coffer dams. During dewatering, a qualified biologist should check for stranded aquatic wildlife. Dewatering pumps must be fitted with intake screens with a mesh no greater than 5 mm (0.2 in) and BMPs will be installed to minimize sediment transport during installation of coffer dams.

- e. Native species (non-special-status fish species) should be relocated upstream or downstream of the cofferdams by a permitted biologist. Non-native species should be euthanized in accordance with the guidance of the CDFW. All wildlife encounters should be documented and reported to the CDFW. If listed salmonids are present, the NMFS shall be consulted to determine the appropriate measures to ensure conformance with ESA.

Migratory and Special-status Birds

The project site trees, shrubs, vines, and grasslands provide suitable nesting habitat for four special-status bird species (Swainson's hawk, white-tailed kite, burrowing owl, and loggerhead shrike) as well as many other migratory bird species. As noted earlier, during site reconnaissance surveys, an occupied nesting burrow of burrowing owl was observed in the study area, and a foraging Swainson's hawk was observed on the ground, perching and directly overhead during the survey.

Ground disturbing activities such as grubbing, grading, trenching, and tree removal or pruning could result in direct or indirect impacts to nesting birds by causing the destruction or abandonment of occupied nests and mortality of young. In addition, noise from construction activities could disrupt active nests. Any direct or indirect impact on an active nest of the special-status bird species or species protected by the MBTA and CFGC would be a *potentially significant impact*. Implementation of **Mitigation Measure BIO-3** would reduce impacts to nesting birds to less than significant.

Mitigation Measure BIO-3:

In order to avoid impacts to nesting Swainson's hawk, white-tailed kite, burrowing owl, loggerhead shrike, and other bird species protected under the MBTA and CFGC during project implementation, the measures outlined below shall be implemented.

- 1) Environmental Awareness Program. Prior to the commencement of construction activities, a qualified biologist shall present an environmental awareness program to all construction personnel working on site. At a minimum the training shall include a description of special-status species that could be encountered, their habitats, regulatory status, protective measures, work boundaries, lines of communication, reporting requirements, and the implications of violations of applicable laws.
- 2) Swainson's hawk is a federally listed threatened species and is covered under the HCP/NCCP. Nonetheless, every effort should be made to ensure that no take of Swainson's hawk occurs. Therefore, the measures outlined below should be implemented.
 - a) The project proponent should apply for coverage under the HCP/NCCP. Participation in the HCP/NCCP would provide the applicant with incidental take coverage for Swainson's hawk and satisfy any requirements for mitigation for loss of habitat.
 - b) Prior to any ground disturbance during the nesting season (March 15-September 15), a qualified biologist shall conduct a preconstruction survey no more than one month prior to construction to determine if there are any

active Swainson's hawk nests within 305 meters (1,000 feet) of the project site.

- c) If there are no occupied nests within this buffer, no further action is needed.
 - d) If an active nest is present within this buffer, the measures outlined below shall be followed.
 - Construction activities are not permitted within 305 meters (1,000 feet) of an occupied nest to prevent nest abandonment. However, if site-specific conditions or the nature of the activity warrant a small buffer, a qualified biologist should coordinate with CDFW and USFWS to determine the appropriate buffer size.
 - Construction activities may proceed prior to September 15 if the young Swainson's hawks have fledged, as determined by a qualified biologist.
- 3) White-tailed kite is a state-listed fully protected species; it is not covered under the HCP/NCCP and incidental take of the species is not allowed. To ensure that no take of white-tailed kite or other migratory raptors occurs, the measures outlined below shall be implemented.
- a) Prior to any ground disturbance during the nesting season (February 1-August 31), a qualified biologist shall conduct a preconstruction survey no more than two weeks prior to construction to determine if there are any active nests of white-tailed kite or other migratory raptors within 76 meters (250 feet) of the project site.
 - b) Prior to the removal or significant pruning of any trees, they shall be inspected by a qualified biologist for the presence of raptor nests. This is required during both the breeding season and non-breeding season. If a suspected raptor nest is discovered, the CDFW shall be notified. Pursuant to CFGC Section 3503.5, raptor nests, whether or not they are occupied, may not be removed until approval is granted by the CDFW.
 - c) If there are no occupied nests within this buffer, no further action is needed.
 - d) If an active nest is present within this buffer, the measures outlined below shall be implemented.
 - Construction activities are not permitted within 76 meter (250 feet) of an occupied nest to prevent nest abandonment. However, if site-specific conditions or the nature of the activity warrant a small buffer, a qualified biologist should coordinate with the CDFW and/or USFWS to determine the appropriate buffer size. Nest monitoring may be warranted for activities that would occur within a smaller buffer.
 - Construction activities may proceed prior to August 31 if the young white-tailed kites or other raptor species have fledged, as determined by a qualified biologist.
- 4) Burrowing owl is a State species of special concern and a covered species under the HCP/NCCP. To ensure that no take of burrowing owl occurs, the measures outlined below shall be implemented.

- a) Prior to any ground disturbance during the nesting season (February 1-August 31), a CDFW-approved biologist shall conduct a preconstruction survey of all suitable burrowing owl habitat that would be affected by the project. The survey shall be performed no more than 30 days prior to construction to determine if there are any active nests of burrowing owl within 153 m (500 ft) of the project site, access permitting.
 - b) If there are no occupied nests within this buffer, no further action is needed.
 - c) If an active nest is present within this buffer, the measures outlined below shall be implemented.
 - If an occupied burrowing owl nest site is present within the limits of work, construction may not proceed. The taking of burrowing owls or occupied nests is prohibited under CFGC.⁶ Nest sites must be flagged and protected by a designated disturbance-free buffer zone of at least 76 meters (250 feet).
 - Construction activities are not permitted within 76 meters (250 feet) of an occupied nest to prevent nest abandonment.
 - Construction may proceed if a qualified biologist monitors the nest and determines that the adults have not begun egg-laying and incubation or that the juveniles have fledged.
 - Burrowing owls may be passively excluded from occupied burrows outside of the breeding season (i.e., September 1-January 31), in consultation with the CDFW. All owls should be passively excluded from burrows within 49 meters (160 feet) of the work site. Passive exclusion is achieved by installing one-way doors in the burrow entrances. Doors should be in place for at least 48 hours and the site should be monitored daily for at least one week to confirm that the burrow has been abandoned.
- 5) Loggerhead shrike is a state species of special concern; it is not covered under the HCP/NCCP and incidental take of the species is not allowed. To ensure that no take of loggerhead shrike or any other migratory passerines occurs, the measures outlined below shall be implemented.
- a) If ground-disturbing activities (i.e., site clearing, disking, grading, etc.) can be performed outside of the nesting season (i.e., between September 1 and January 31), no additional surveys are warranted.
 - b) Prior to any ground disturbance during the nesting season (February 1-August 31), a qualified biologist should conduct a preconstruction survey no more than two weeks prior to construction to determine if there are any active nests of loggerhead shrike or any other migratory passerines nests within 30 meters (100 feet) of the project site.

⁶ CFGC §§3503, 3503.5 and 3800

- c) If there are no occupied nests within this buffer, no further action is needed.
- d) If an active nest is present within this buffer, the following measures shall be implemented.
 - Construction activities are not permitted within 30 meters (100 feet) of an occupied nest to prevent nest abandonment. However, if site-specific conditions or the nature of the activity warrant a smaller buffer, a qualified biologist should coordinate with the CDFW and USFWS to determine the appropriate buffer size. Nest monitoring may be warranted for activities that would occur within a smaller buffer.
 - Construction activities may proceed prior to August 31 if the young birds have fledged, as determined by a qualified biologist.
- f. Sensitive natural communities recorded from the project region include alkali meadow, alkali seep, cismontane alkali marsh, coastal and valley freshwater marsh, coastal brackish marsh, northern claypan vernal pool, stabilized interior dunes, valley needlegrass grassland, and valley sink scrub (Wood 2016). However, there are no known special-status natural communities on the project site. Although the project would involve the removal of some limited riparian habitat along the creek in order to widen the channel, substantially greater riparian habitat would be created by converting the creek channel to a more natural channel and planting the banks with riparian trees and plant species. Thus, the impact of the project on sensitive natural communities and riparian habitat would be *less than significant*.
- g. During the 2015 site visits, a preliminary delineation of jurisdictional waters of the U.S. and waters of the State was performed.⁷ Marsh Creek is expected to qualify as a water of the U.S. and a water of the State. Thus, as currently proposed, the project would result in impacts to jurisdictional waters. Impacts to the channel are regulated and fall under the jurisdiction of the U.S. Army Corps of Engineers (USACE), Regional Water Quality Control Board (RWQCB), and the CDFW. The proposed project would grade back both banks of Marsh Creek to an elevation just above the OHWM. The total length of channel to be altered is 4,000 feet. The impact on federal and state waters would be *potentially significant*. With the implementation of **Mitigation Measure BIO-4**, project impacts to jurisdictional waters would be reduced to a *less than significant* level.

Mitigation Measure BIO-4:

In order to avoid, minimize and compensate for unavoidable impacts on waters of the U.S./waters of the State, the measures outlined below shall be implemented.

⁷ Methods were in accordance with the procedures outlined in *Corps of Engineers Wetlands Delineation Manual* (Environmental Laboratory, 1987) and the *Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Arid West Region* (USACE, 2008). Determination of the limits of the ordinary high water mark (OHWM) conformed to procedures outlined in USACE (2006).

- 1) Impacts on waters of the U.S. will be avoided by restricting grading to an elevation above the OHWM; avoidance of impacts to waters of the State is not feasible. Long-term impacts shall be minimized by limiting the use of hardened structures (e.g., grouted riprap) in preference of bio-engineering solutions as much as is practicable. Surface water connections must not be permanently blocked or interrupted and the installation of drop-structures or other features that create barriers to wildlife movement shall be avoided.
- 2) Prior to construction, the project proponent will need to secure authorization from the USACE, RWQCB, and CDFW in conformance to the Clean Water Act and Lake and Streambed Alteration Program.
- 3) Participation in the HCP/NCCP is expected to satisfy the requirements of the regulatory agencies for compensatory mitigation for unavoidable impacts on stream channels, wetlands and riparian habitat. A Planning Survey Report shall be completed and submitted to the East Contra Costa County Habitat Conservancy. The submittal shall include detailed drawings illustrating all temporary and permanent impacts.
- 4) Per the terms of the adopted HCP/NCCP, a wetland mitigation fee or on-site habitat restoration will mitigate the impacts. If accepted by the regulatory agencies, no additional mitigation for wetland impacts is typically required. HCP/NCCP fee payment will occur at project contract award.
- 5) For all work within and adjacent to the stream channel and riparian habitat, best management practices (BMPs) must be incorporated into the project design to minimize environmental effects. These include the following:
 - Construction in the active channels shall be restricted to the dry season (April 15-October 15).
 - Personnel conducting ground-disturbing activities within or adjacent to the buffer zone of wetlands, ponds, streams, or riparian woodland/scrub shall be trained by a qualified biologist in these avoidance and minimization measures and the permit obligations.
 - If dewatering is necessary, water released downstream of work areas must be as clean or cleaner than flows entering the work area. Sediment-laden water shall be either pumped onto upland sites for infiltration or into Baker tanks for settling, prior to being released back into the channel. Cofferdams shall consist of clean, silt-free sand or gravel in sand bags, or a comparable material. All coffer dam materials must be promptly removed when no longer needed.
 - High visibility temporary construction fencing should be erected between the outer edge of the limits of construction and adjacent streams or habitats to be preserved. Temporary construction fencing will be removed upon the completion of work.
 - Grading or construction near channels shall be isolated with silt fencing or other BMPs to prevent sedimentation. BMPs shall be regularly inspected.
 - Vehicles and equipment shall be parked on existing roads or previously disturbed areas.

- Equipment working in channels must be in good working order and free of leaks of fuel, oil, and hydraulic fluids. Drip pans shall be placed under vehicles and equipment over waterways and spill clean-up materials should be kept onsite at a convenient location.
- Equipment maintenance and refueling shall be performed well away from the top of bank of any channel; storm drain inlets shall be protected from an accidental release of contaminants.
- Concrete washings or other contaminants must not be permitted to enter the stream channel or any storm drain inlet.
- Any concrete structures or cured-in-place pipe linings shall be allowed to cure before coming in contact with surface flows.
- Construction debris and materials shall be stockpiled away from watercourses.
- Appropriate erosion-control measures (e.g., coconut coir matting, tackified hydroseeding, blown straw or other organic mulching material) shall be used on site to reduce siltation and runoff of contaminants into wetlands, ponds, streams, or riparian woodland/scrub. Plastic mono-filament netting (e.g., that used with erosion control matting) or similar material should not be used within the action area; wildlife can become entangled or trapped such non-biodegradable materials. Erosion-control measures shall be placed between the outer edge of the buffer and the project site.
- Fiber rolls used for erosion control shall be certified as free of noxious weed seed.
- Construction staging areas past the channel banks must be located away from any wetlands or other sensitive habitats as identified by a qualified biologist.
- Newly graded earthen channel slopes shall be revegetated with a native seed mix developed by a qualified restorationist. Seed mixtures applied for erosion control shall not contain invasive nonnative species, and be composed of native species or sterile nonnative species. Straw or mulch shall also be applied to all bare surfaces. The seed mix and mulch shall be applied prior to the onset of the first winter-season rains.
- Herbicide shall not be applied within 30 meters (100 feet) of wetlands, ponds, streams, or riparian habitat. However, where appropriate to control serious invasive plants, herbicides that have been approved by the U.S. EPA for use in or adjacent to aquatic habitats may be used as long as label instructions are followed and applications avoid or minimize impacts on covered species and their habitats. In seasonal or intermittent stream or wetland environments, appropriate herbicides may be applied during the dry season to control nonnative invasive species. Herbicide drift should be minimized by applying the herbicide as close to the target area as possible and by avoiding applying during windy days.
- Additional measures may be outlined in the conditions of the permits issued by the USACE, RWQCB, CDFW, and the Habitat Conservancy. All permit conditions must be conformed to.

- d. As mentioned above, limited construction work could occur in the low-flow channel and take of steelhead or Chinook could occur. To ensure there is no take of either of these species if work in the low-flow channel becomes necessary, **Mitigation Measure BIO-2** would be implemented to ensure temporary impacts to wildlife movement would be *less than significant*. Consultation with National Marine Fisheries Service (NMFS) would be conducted by the USACE during the USACE permit application process.

Marsh Creek is not part of an uninterrupted riparian corridor and although it is contiguous with extensive open shoreline lands downstream, it connects to the uppermost part of the watershed only after passing through commercial, industrial and residential development and numerous culvert outfalls. Much of the Lower Reach of Marsh Creek lacks significant riffles, pools, irregular bank features, and overhanging vegetation that provide suitable cover or refuge for resident or dispersing wildlife. Furthermore, the adjacent residential neighborhoods and commercial development bring predators such as pets, feral animals, and those attracted to human habitation. Increased human activity, noise, and lighting further inhibit the movements of wildlife species. For these reasons, the section of Marsh Creek that constitutes the project site is not expected to serve as a significant wildlife corridor. Although, construction activities would disturb wildlife that use the creek in the project area this disturbance would be temporary. Furthermore, the implementation of the proposed habitat restoration and enhancement project would serve to improve the quality of available habitat for wildlife use, including movement of fish species. Thus, *less than significant* impacts to wildlife movement would occur.

- e. The natural vegetation within the project area consists of annual grasses and forbs with a few scattered oaks. Project implementation would require removal of predominantly ruderal vegetation consisting of herbaceous annual and perennial grasses and forbs. Trees planned for removal include one valley oak (dbh⁸ estimated to be 40 inches), two live oaks (14-inch dbh), and 5-10 non-native trees (8-inch dbh). The City of Brentwood Oak Tree Preservation Ordinance requires that any healthy oak trees (4-inch dbh or greater) that are removed within Planned Development 20 (PD-20) areas shall be replaced with 48-inch box blue oak trees with a canopy width of 7 to 8 feet and a height of 17 feet. The ordinance requires that all trees shall be planted in public lands, the golf course, open space areas or view easements.

Although the proposed project is not subject to the City's tree ordinance, trees to be planted along the creek would still comply with tree replacement standards and would provide a greater number of trees than are currently on-site. A key component of the proposed project is to plant numerous trees alongside the creek to provide shade for pedestrians utilizing the Marsh Creek Trail and to shade waters within the creek to improve water quality. Thus, the impact would be *less than significant*.

- f. The East Contra Costa County HCP/NCCP was adopted in August of 2007. The HCP/NCCP provides a framework to protect natural resources in eastern Contra Costa County, while improving and streamlining the environmental permitting process for impacts on endangered species. Rather than individually surveying, negotiating, and securing mitigation, project proponents will receive required permits by paying a fee (and/or dedicating land) and adhering

⁸ Diameter of a tree measured at breast height or approximately 4.5 feet from the ground.

to Plan-required avoidance and minimization measures. Fees are paid into two separate reserves, a Development Fee and a Wetland Fee. The Development Fee requires payment based on a cost per acre for all acres converted to non-habitat with the cost per acre based on the HCP fee zone. The proposed project does not propose any building or structure development and would not convert any areas to non-habitat. Nonetheless, the project would temporarily disturb habitat and potentially affect covered species and payment of the Development Fee would be required. The Wetland Fee requires payment based on the amount and type of wetland or waters affected. The proposed project would comply with the HCP/NCCP and project impacts to species, habitat, and wetlands would be mitigated through the payment of Wetland Impact fees to the HCP/NCCP (or on-site habitat restoration). Therefore, the proposed project would not conflict with the provisions of an adopted HCP/NCCP and there would be *no impact*.

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5.5 Cultural Resources

5.5.1 Background

The project area is situated on the western margin of California's Central Valley, one of two principal grassland communities that exist in California. The combination of the climate and arable soils has produced rich farmland leading to extensive agricultural use of the region, which has resulted in the disappearance of much of the original marsh and grassland community. Annual precipitation in the region is 6 to 29 inches. The climate is Mediterranean and temperatures in the summer are high (WSA 2016). No standing structures are present on the project site.

On November 10, 2015, WSA conducted a records search for the project at the Northwest Information Center at Sonoma State University (NWIC) (File No. 15-0613). The records search included a review of cultural resource and excavation reports and recorded cultural resources within 1/4-mile radius of the project area. The records search also included a review of the Office of Historic Preservation Directory.

A total of two cultural resources studies have been conducted within the project area, and a total five cultural resources studies have been conducted within 1/4-mile radius of the project.

The records search indicated that no previously recorded resources are within the project area. One previously recorded resource, the Union⁹ Pacific Railroad (P-07-000813), is located within 1/4-mile of the project area. The resource is a segment of the historic Union Pacific Railroad⁶ whose alignment has been recorded in a number of different locations.

WSA Staff Archaeologist David Buckley conducted a field reconnaissance of the proposed project area on November 17, 2015. The survey began at the southeast corner of the project area at the intersection of Dainty Avenue and proceeded north along the eastern side of Marsh Creek. The survey proceeded around the north end of the project area and then continued south along the west side of Marsh Creek, terminating back at Dainty Avenue. No prehistoric or historic deposits were observed during the archaeological survey and no evidence of prehistoric cultural soils (midden) was observed during the archaeological survey (WSA 2016).

5.5.2 Environmental Checklist and Discussion

CULTURAL RESOURCES	Potentially Significant Impact	Less than Significant with Mitigation	Less than Significant Impact	No Impact
Would the project...				
a) Cause a substantial adverse change in the significance of a historical resource as defined in Section 15064.5?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

⁹ The railroad is listed as Union Pacific in the record but actually is currently known as Southern Pacific Railroad.

- | | | | | |
|--|--------------------------|-------------------------------------|--------------------------|-------------------------------------|
| b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| d) Disturb any human remains, including those interred outside of formal cemeteries? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| e) Would the project cause a substantial adverse change in the significance of a tribal cultural resource as defined in Public Resources Code 21074? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
-

DISCUSSION:

- a. The project site consists of a section along Marsh Creek and the Marsh Creek Trail. The site does not contain buildings or structures that would qualify as historical resources. *No impact* on a structure or feature of the built environment that qualifies as a historical resource would occur.
- b.,d. As noted above, no recorded archaeological resources are known from the project area. No prehistoric or historic deposits were observed during the archaeological survey and no evidence of prehistoric cultural soils (midden) was observed during the archaeological survey. However, given that associated grave goods and human remains have been identified at various places along the banks of Marsh Creek at other locations, all of the areas immediately adjacent to Marsh Creek are considered sensitive for prehistoric archaeological deposits. Therefore, project impacts to unknown cultural resources or human remains would be potentially significant. **Mitigation Measure CUL-1** would reduce the impacts to unknown historic and prehistoric archaeological resources and human remains to a *less than significant* level.

Mitigation Measure CUL-1:

Crew training, initial monitoring by a qualified archaeologist to determine an appropriate level of monitoring for the duration of the project, and additional spot checks pending the results of the initial monitoring shall be conducted prior to and during ground disturbing activities.

A qualified archaeologist shall be present on the project site to monitor ground disturbing activities and inspect excavated soils to identify any cultural resources and human remains as deemed appropriate by the qualified archaeologist.

All construction crew workers shall attend a training session led by a qualified archaeologist that discusses (1) the reasons for archaeological resource monitoring; (2) regulatory policies protecting resources and human remains; (3) basic identification of archaeological resources; and (4) the protocol to follow in case of a discovery of such resources.

In accordance with CEQA Guideline §15064.5 (f), should any previously unknown historic or prehistoric resources, including but not limited to charcoal, obsidian or chert flakes, grinding bowls, shell fragments, bone, pockets of dark, friable soils, glass, metal, ceramics, wood, privies, trash deposits or similar debris, be discovered during ground disturbing activities, work within 25 feet of these materials should be stopped until a qualified professional archaeologist has an opportunity to evaluate the potential significance of the find and to consult with the lead agency about what appropriate mitigation would be appropriate to protect the resource.

In the event that human remains, or possible human remains, are encountered during project-related ground disturbance, in any location other than a dedicated cemetery, there shall be no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent remains until the coroner of the county in which the human remains are discovered has determined, that the remains are not subject to the provisions of Section 27492 of the Government Code or any other related provisions of law concerning investigation of the circumstances, manner and cause of death, and the recommendations concerning treatment and disposition of the human remains have been made to the person responsible for the excavation, or to his or her authorized representative, in the manner provided in Section 5097.98 of the Public Resources Code.

The County Coroner, upon recognizing the remains as being of Native American origin, is responsible to contact the NAHC within 24 hours. The Commission has various powers and duties, including the appointment of a Most Likely Descendant (MLD) to the project. The MLD, or in lieu of the MLD, the NAHC, has the responsibility to provide guidance as to the ultimate disposition of any Native American remains.

- c. There are no known significant fossil deposits or paleontological resources located in the City of Brentwood (City of Brentwood 2014a). However, the geologic conditions within the city provide suitable conditions for the possibility of fossils to exist at depths of five to 10 feet below ground surface. The project site is mapped as Quaternary-aged alluvial deposits. Geologic formations, including various Quaternary subunits have a high to moderate potential for paleontological resources (City of Brentwood 2014a). Therefore, excavation on the project site could potentially inadvertently unearth and damage paleontological resources. Project impacts to paleontological resources would be *potentially significant*. **Mitigation Measure CUL-2** would be implemented to reduce the impact on paleontological resources to a *less than significant* level.

Mitigation Measure CUL-2:

Prior to project construction, construction personnel shall be informed of the potential for encountering significant paleontological resources. All construction personnel shall be informed of the need to stop work in the vicinity of a potential discovery until a qualified paleontologist has been provided the opportunity to assess the significance of the find and implement appropriate measures to protect or scientifically remove the find. Construction personnel shall also be informed of the requirements that unauthorized collection resources are prohibited.

- e. Assembly Bill (AB) 52, which came into effect on July 1, 2015, requires that lead agencies consider the effects of projects on tribal cultural resources and conduct consultation with federally and

non-federally recognized Native American tribes early in the environmental review process. According to AB 52, it is the responsibility of the tribes to formally request of a lead agency that they be notified of projects in the lead agency's jurisdiction so that they may request consultation. One tribe, Wilton Rancheria, has contacted the District¹⁰ requesting notification regarding projects proposed by the County. A letter was sent to Wilton Rancheria in October 2015 and no responses have been received to date. Although at this time, no other tribes have contacted the District requesting notification, the District proactively contacted the Native American Heritage Commission (NAHC) to obtain a list of Native American individuals and organizations that may have knowledge of or interest in tribal cultural resources in the project area. On February 1, 2016, WSA sent out letters to Native American tribes identified by NAHC notifying them of the proposed project and followed up with phone calls. Comments and recommendations were received from three Native American contacts. Ms. Zwierlein representing the Amah/Mutsun Tribal Band recommended construction to proceed with caution and call an archaeologist, if needed. Ms. Sayers representing the Indian Canyon Mutsun Band of Costanoan recommended archaeological and Native American monitoring during ground disturbance. Ms. Cambra representing the Muwekma Ohlone Indian Tribe of the SF Bay Area recommended consultation with the lead agency and asked for a report on how they responded to the archaeologist's recommendations. A record of the Native American consultation can be found in the 2016 Cultural Resources Assessment Report. The District has determined that with the mitigation measures outlined above, the proposed project would not affect any known tribal cultural resources in the area. The impact would be *less than significant*.

¹⁰ The District is coordinating with Native American tribes on behalf of the County.

5.6 Geology and Soils

5.6.1 Background

The project area is mapped as Quaternary-aged alluvial deposits. These soils are described as surficial sediments of alluvial clay and loam. Over the majority of the project site, soils encountered include clay with varying amounts of sand, silt, and gravel. The site is generally covered by seasonal grasses and weeds (ENGE0 2015). The existing Marsh Creek Trail consists of asphalt and landscaped gravels covering the surface.

5.6.2 Environmental Checklist and Discussion

GEOLOGY and SOILS Would the project...	Potentially Significant Impact	Less than Significant with Mitigation	Less than Significant Impact	No Impact
a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:				
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
ii) Strong seismic ground shaking?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
iii) Seismic-related ground failure, including liquefaction?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
iv) Landslides?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Result in substantial soil erosion or the loss of topsoil?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

DISCUSSION:

- a. i. The San Francisco Bay Area contains numerous active earthquake faults. Numerous small earthquakes occur every year in the San Francisco Bay Region, and larger earthquakes have been recorded and can be expected to occur in the future. The project site is not located within a currently designated Alquist-Priolo Earthquake Fault Zone and no known surface expression of active faults is believed to exist within the project site. The nearest active faults are the Greenville fault and Mount Diablo Thrust fault, located approximately 8 miles and 15 miles to the west, respectively. The two faults are considered capable of a moment magnitude earthquake of 7.0 and 6.7, respectively. Additionally, the Great Valley fault, a buried thrust fault, underlies the general Brentwood area. The location of the Great Valley fault is inferred from regional data; the fault does not extend to the ground surface and its location is not accurately known (ENGE0 2015).

Although the project site lies within a seismically active region, there are no known active faults crossing the project site and the site is not located within an Earthquake Fault Zone. Therefore, ground rupture is unlikely at the project site and the impact would be *less than significant*.

- a. ii. The project site could experience ground shaking due to an earthquake of moderate to high magnitude generated within the San Francisco Bay Region, similar to that which has occurred in the past. Therefore, if cut slopes to create the floodplain and flood benches are steeper than 3:1, they could become unstable or collapse as a result of ground shaking. The impact would be *potentially significant*. The proposed project would implement **Mitigation Measure GEO-1**, which requires the project to comply with all recommendations specified in Section 3.3 of the Geotechnical Report, including those pertaining to slope construction, to reduce the potential for slope deformation in the event of an earthquake. Compliance with **Mitigation Measure GEO-1** would ensure *less than significant* impacts from seismic ground shaking.

Mitigation Measure GEO-1:

The proposed project shall comply with all recommendations specified in Section 3.3 of the May 2015 Geotechnical Report prepared by ENGE0.

- a. iii. According to the Association of Bay Area Governments (ABAG), the liquefaction susceptibility of the project site ranges from moderate to very high. The liquefaction susceptibility is high along the northeastern portion of the site adjacent to the railroad and very high along Marsh Creek. However, during field explorations conducted by ENGE0 on December 9, 2014, no materials that would be classified as susceptible to liquefaction that are situated above groundwater levels were encountered. Furthermore, the project does not include any structures that would be inhabited by people. Thus, the impact from liquefaction would be *less than significant*.
- a. iv. The proposed project site is relatively flat and not located in an area susceptible to landslides. Therefore, the proposed project would not be affected by landslides and *no impact* would occur.
- b. During construction activities, such as excavation of the creek channel, there could be potential for erosion and discharge of eroded sediment into Marsh Creek. Construction projects that involve disturbance of over 1.0 acre of land are required by law to seek coverage under the state's National Pollutant Discharge Elimination System (NPDES) General Permit for Discharge of

Storm Water Associated with Construction Activity. As part of this permit, construction projects disturbing over 1.0 acre (such as the proposed project) are required to file a notice of intent (NOI) with the State Water Resources Control Board and implement a site-specific Storm Water Pollution Prevention Plan (SWPPP), which would specify Best Management Practices (BMPs) to reduce the contribution of sediments, spilled and leaked liquids from construction equipment, and other construction-related pollutants to project site runoff. The District on behalf of the County would have oversight responsibility over the three reaches and would have the authority to stop construction in the event the SWPPP is improperly implemented. As a result of compliance with the law related to construction site runoff, the impact related to soil erosion during construction would be *less than significant*.

Upon project completion, implemented restoration activities would reduce flow velocities within the creek thereby reducing erosion potential. Replanting native riparian vegetation along the creek and wetland plants within the excavated floodplain benches would also prevent soil loss. Additionally, permanent slope protection would be installed on newly cut slopes to prevent long-term effects of erosion and weathering. Matting, armor, revegetation, or biotechnical methods would be installed at the completion of slope construction and selected erosion control material would provide soil stabilization and promote vegetation growth. Thus, impacts from soil erosion following project completion would be *less than significant*.

- c. As noted above, no liquefiable materials were observed on the project site. Lateral spreading is a failure within a nearly horizontal soil zone (possibly due to liquefaction) that causes the overlying soil mass to move toward a free face or down a gentle slope. Due to the lack of liquefiable materials encountered at the site, the potential for lateral spread is also low. Therefore, the project site is not underlain by unstable soils and impacts are *less than significant*.
- d. Near surface soils on the project site exhibit high expansion potential with a Plasticity Index (PI) value of 34 with a Liquid Limit of 51, as documented by Terrasearch in a boring just east of the Sand Creek confluence. Expansive soils shrink and swell as a result of moisture changes, which can cause soil heaving and cracking. No buildings are proposed as part of the project, and furthermore, the proposed project would implement **Mitigation Measure GEO-1**, which requires the project to comply with all recommendations specified in Section 3.3 of the Geotechnical Report. There would be a *less than significant impact* from expansive soils.
- e. No septic tanks or alternative wastewater disposal systems are included in the proposed project, and there would be *no impact*.

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5.7 Greenhouse Gas Emissions

5.7.1 Background

General

Global climate change refers to any significant change in climate measurements, such as temperature, precipitation, or wind, lasting for an extended period (i.e., decades or longer) (U.S. EPA 2014). Climate change may result from:

- natural factors, such as changes in the sun’s intensity or slow changes in the Earth’s orbit around the sun;
- natural processes within the climate system (e.g., changes in ocean circulation, reduction in sunlight from the addition of greenhouse gas (GHG) and other gases to the atmosphere from volcanic eruptions); and
- human activities that change the atmosphere’s composition (e.g., through burning fossil fuels) and the land surface (e.g., deforestation, reforestation, urbanization, desertification).

The primary change in global climate has been a rise in the average global tropospheric temperature of 0.2 degree Celsius per decade, determined from meteorological measurements worldwide between 1990 and 2005. Climate change modeling using 2000 emission rates shows that further warming is likely to occur, which would induce further changes in the global climate system during the current century (IPCC 2007). Changes to the global climate system and ecosystems, and to California, could include declining sea ice and mountain snowpack levels, rising average global sea levels, and many other potentially severe problems (IPCC 2007).

The natural process through which heat is retained in the troposphere¹¹ is called the “greenhouse effect.” The greenhouse effect traps heat in the troposphere through a threefold process as follows: (1) short-wave radiation in the form of visible light emitted by the Sun is absorbed by the Earth as heat; (2) long-wave radiation is re-emitted by the Earth; and (3) GHGs in the upper atmosphere absorb or trap the long-wave radiation and re-emit it back towards the Earth and into space. This third process is the focus of current climate change actions.

While water vapor and carbon dioxide (CO₂) are the most abundant GHGs, other trace GHGs have a greater ability to absorb and re-radiate long-wave radiation. To gauge the potency of GHGs, scientists have established a Global Warming Potential (GWP) for each GHG based on its ability to absorb and re-emit long-wave radiation over a specific period. The GWP of a gas is determined using CO₂ as the reference gas, which has a GWP of 1 over 100 years (IPCC 1996).¹² For example, a gas with a GWP of 10 is 10 times more potent than CO₂ over 100 years. The use of GWP allows GHG emissions to be reported using CO₂ as a baseline. The sum of each GHG

¹¹ The troposphere is the bottom layer of the atmosphere, which varies in height from the Earth’s surface to 10 to 12 kilometers).

¹² All Global Warming Potentials are given as 100-year values.

multiplied by its associated GWP is referred to as “carbon dioxide equivalents” (CO₂e). This essentially means that 1 metric ton of a GHG with a GWP of 10 has the same climate change impacts as 10 metric tons of CO₂.

Regulatory Setting

In 2005, in recognition of California’s vulnerability to the effects of climate change, then-Governor Schwarzenegger established Executive Order S-3-05, which sets forth a series of target dates by which statewide emissions of GHGs would be progressively reduced, as follows: by 2010, reduce GHG emissions to 2000 levels (approximately 457 MMTCO₂e); by 2020, reduce emissions to 1990 levels (estimated at 427 MMTCO₂e); and by 2050 reduce statewide GHG emissions to 80 percent below 1990 levels (approximately 85 MMTCO₂e).

In response, the California legislature passed Assembly Bill No. 32 in 2006 (California Health and Safety Code Division 25.5, Sections 38500, et seq., or AB 32), also known as the Global Warming Solutions Act. AB 32 requires ARB to design and implement emission limits, regulations, and other measures, such that feasible and cost-effective statewide GHG emissions are reduced to 1990 levels by 2020 (representing a 25 percent reduction from forecast emission levels) (OPR 2008).

Pursuant to AB 32, ARB adopted a Scoping Plan in December 2008, outlining measures to meet the 2020 GHG reduction limits. Assembly Bill 32 (AB 32) *Climate Change Scoping Plan* indicates how reductions in significant GHG sources will be achieved through regulations, market mechanisms, and other actions. The AB 32 Scoping Plan recommendations are intended to curb projected business-as-usual growth in GHG emissions and reduce those emissions to 1990 levels.

5.7.2 Environmental Checklist and Discussion

GREENHOUSE GAS EMISSIONS	Potentially Significant Impact	Less than Significant with Mitigation	Less than Significant Impact	No Impact
Would the project...				
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

DISCUSSION:

- a. Implementation of the proposed project would result in small increases of GHG emissions that are associated with global climate change. Estimated GHG emissions attributable to the proposed project would be primarily associated with increases of CO₂ from mobile sources including construction haul trucks (to off-haul excavated materials), and equipment used during the construction of the proposed project. There would be minimal operational GHG emissions for reasons presented below.

Construction

During implementation of creek restoration activities, GHGs would be emitted from the operation of construction equipment and from construction worker vehicles and haul truck trips to and from the project site. GHG emissions during construction were estimated using the CalEEMod model. Based on CalEEMod, construction activities on the project site would generate approximately 44.6 MTCO_{2e} in 2017. There are no quantitative thresholds put forth by the BAAQMD for the evaluation of the significance of a project's construction emissions. However, these estimated one-time emissions are lower than the 1,100 MTCO_{2e} threshold that is put forth by the BAAQMD for the evaluation of the impact from a project's operation emissions. Therefore, the emissions are considered too small to result in a significant change in global climate change. The impact from the construction phase GHG emissions associated with the proposed project would be *less than significant*.

Operation

A small number of periodic vehicle trips would be made to the project site initially for monitoring the success of the plantings and in the long run for creek maintenance. The number of vehicle trips to monitor the plantings would be minimal and would not substantially increase GHG emissions. The vehicle trips for creek maintenance would be about the same number as the trips currently made to the area by the District staff under current conditions. The impact from operational emissions would be *less than significant*.

- b. The proposed project would result in a minimal increase in GHG emissions, as described above. Therefore, the proposed project would not conflict with AB 32 or other state laws and regulations related to GHG emissions and the impact would be *less than significant*.

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5.8 Hazards and Hazardous Materials

5.8.1 Background

Nearby land uses are primarily residential subdivisions, Willow Wood School/Dainty Center, city parks, and vacant lands planned for residential development and city parks. Historically, Marsh Creek has been highly modified by the District and various agricultural activities. Pesticides may be present in soils due to historic agricultural use of the site and surrounding areas. However, a Phase I ESA analysis prepared in 2003 for the adjacent Pulte project site, determined that DDE and DDT chlorinated pesticide concentrations on the Pulte project site were less than 0.079 parts per million (ppm), and DDT concentrations were less than the detection limit of 0.010 ppm (City of Brentwood 2014b). Existing hazardous materials use in the creek area is limited to the use of certain herbicides to control invasive species and use of fuel in vehicles used to access the various portions of the creek.

5.8.2 Environmental Checklist and Discussion

HAZARDS & HAZARDOUS MATERIALS	Potentially Significant Impact	Less than Significant with Mitigation	Less than Significant Impact	No Impact
Would the project...				
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

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|--|--------------------------|--------------------------|-------------------------------------|-------------------------------------|
| f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

DISCUSSION:

Project

- a., b.** There are no known environmental hazards on the project site. The proposed project would not involve routine use, storage, transport, and disposal of hazardous materials in any significant quantities. Small quantities of hazardous materials, including fuel for construction equipment would be used on-site during construction activities. All activities would comply with state and federal hazard and hazardous material regulations, thus the risk associated with the routine transport, use, and disposal of hazardous materials would be minimal. The impacts related to hazardous materials would be *less than significant*.
- c.** Willow Wood School/Dainty Center is the nearest school to the project site, located approximately 50 feet to the east of the Upper Reach between Central Boulevard and Dainty Avenue. However, the proposed project would not involve handling of hazardous or acutely hazardous materials, substances, or waste. Therefore, *less than significant* impacts would occur. .
- d.** According to CERCLIS, Geotracker, and EnviroStor database searches for known hazardous materials contamination, conducted on May 25, 2016, the project site is not located on a property associated with a hazardous site listed under Government Code Section 65962.5, also known as the Cortese List. As a result, the proposed project would not create a significant hazard to the public or the environment associated with a hazardous site listed under Government Code Section 65962.5. There would be *no impact*.
- e., f.** The project site is not located within 2 miles of a public or private airport. The closest airport is the Byron Airport-C83 located approximately 8 miles southeast of the project site. No structures are proposed as part of the project. There would be *no impact*.
- g.** Implementation of the proposed project would have no effect on emergency evacuation plans for the surrounding area. The project site is a 4,000 linear feet section of Marsh Creek. The surrounding area is primarily agricultural, residential, and vacant lands planned for residential development and city parks. Creek restoration activities would produce 24,000 cubic yards of excavated soils. About 4,000 cubic yards of the excavated soils would be used on-site as fill while the remaining 20,000 cubic yards would require haul trucks to transport and dispose of the

materials off-site. Due to the volume involved and the provision in the project to stockpile the excavated materials and remove when needed, a large number of vehicle trips would not be generated that could interfere with emergency access to or from the areas adjoining the project site during construction. Access to the site would be from Griffith Lane, a cul-de-sac connecting to Central Boulevard or from the soon-to-be constructed Bella Drive and Island Palm Way within the Pulte Development east of the project site. Construction work and associated vehicle trips would not restrict access to or block any public roads and would not interfere with an adopted emergency response or evacuation plan. Additionally, the project contractor would be required to notify emergency personnel with construction details and schedule prior to the start of construction. The impact would be *less than significant*.

- h.** The project site is located in a Non-Very High Fire Hazard Severity Zone area and is designated as a Local Responsibility Area (CalFire 2009). Implementation of the proposed restoration activities would not result in the construction of structures on the project site or increase the site's overall fire hazard severity. Therefore, implementation of the proposed project would not increase risks to the public from wildfires. There would be *no impact*.

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5.9 Hydrology and Water Quality

5.9.1 Background

At the project location, Marsh Creek is a perennial, 4th order stream.¹³ The watershed originates in the Morgan Territory on the north side of Mt. Diablo and covers some 128 miles². Marsh Creek flows for 30 miles and empties into the tidally influenced Dutch Slough, and then Big Break and the lower San Joaquin River (Wood 2016).

Marsh Creek Dam, located near Briones Valley and approximately 3.9 miles upstream of the project, was constructed in 1963 and impounds runoff from approximately 38 percent of the Marsh Creek watershed. The four major tributaries draining into Marsh Creek are Briones Creek, Dry Creek, Deer Creek and Sand Creek. The confluence of Briones and Marsh Creeks is at the Marsh Creek Reservoir; Dry Creek flows into Marsh Creek approximately 0.5 mile upstream of the project site; and Deer and Sand Creeks flow into Marsh Creek within the project site. Historically, much of the lower reaches of Marsh Creek were dry in the summer. Currently, flowing surface water is present from lower Marsh Creek to its mouth; these flows are made up primarily of water resulting from an elevated water table caused by runoff from agricultural and landscape irrigation and urban discharges (Wood 2016).

The project site is located in FEMA Flood Zone AE, an area subject to inundation with a 1.0 percent annual-chance of flood (FEMA 2016).

5.9.2 Environmental Checklist and Discussion

HYDROLOGY & WATER QUALITY	Potentially Significant Impact	Less than Significant with Mitigation	Less than Significant Impact	No Impact
Would the project...				
a) Violate any water quality standards or waste discharge requirements?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

¹³ See http://en.wikipedia.org/wiki/Strahler_Stream_Order for descriptions of stream orders.

- | | | | | |
|---|--------------------------|--------------------------|-------------------------------------|-------------------------------------|
| c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| e) Create or contribute runoff water which would exceed the capacity of existing or planned storm water drainage systems or provide substantial additional sources of polluted runoff? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| f) Otherwise substantially degrade water quality? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| g) Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| h) Place within a 100-year flood hazard area structures which would impede or redirect flood flows? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| j) Inundation by seiche, tsunami, or mudflow? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
-

DISCUSSION:

- a. During construction of the proposed project, there is a potential for increased erosion, sedimentation, and discharge of polluted runoff from the project site. As discussed in Response b **in Section 5.6** above, NPDES requires that the proposed project develop and implement a SWPPP, including control measures (or Best Management Practices) to control erosion and release of sediment and other pollutants from the site. The SWPPP would ensure that construction activities would not cause an exceedance of the Central Valley Regional Water Quality Control Board's (RWQCB) water quality standards. As a result, the project's construction activities would not result in an exceedance of a water quality standard and the impact would be *less than significant*.

Operation of the proposed project would decrease creek flow velocities and erosion potential while improving water quality. The project would reduce the potential for erosion and sediment transport by lowering the water stage, reducing the velocity by widening the cross-sectional velocity of the channel, and establishing native riparian vegetation where compatible with the

flood management objectives. The planting of vegetation such as trees along the widened creek channel would provide shade for surface waters, thereby decreasing water temperatures and increasing the currently low dissolved oxygen levels. Thus, the proposed project would reduce erosion and improve water quality on the project site as compared to existing conditions. As a result, the project would not involve any activity that would result in an exceedance of a water quality standard and the impact would be *less than significant*.

- b.** Implementation of the proposed project would not result in any groundwater extraction. Additionally, the restoration activities would not increase impervious surfaces on the project site, and therefore would not interfere with groundwater recharge. There would be *no impact*.
- c.** Channel widening would reduce flow velocity and thereby reduce the potential for scour and erosion, although as noted in the Project Description, detailed hydraulic modeling may indicate that some bank armoring is necessary where the expanded channel will taper down to the existing channel at the downstream project boundary or in other locations. By including appropriate erosion and scour control measures, lowering the water stage, reducing flow velocity by widening the creek channel, and establishing native riparian vegetation, the proposed project would reduce erosion potential of the creek section. The impact related to soil erosion would be *less than significant*.
- d.** Implementation of the proposed project would not negatively impact Marsh Creek, its tributaries or alter drainage patterns of the surrounding area to cause excess runoff or floods. No impervious development would occur as part of the project that would increase the volume of storm water runoff. The project site is located in FEMA Flood Zone AE, an area subject to inundation with a 1.0 percent annual-chance of flood. The proposed project is an innovative non-structural approach to flood management that focuses on giving the creek more room to safely convey flood waters. Restoration activities would entail increasing the cross-sectional area of the stream channel by excavating earth along both banks of the Upper Reach and Middle Reach to create new floodplain benches and along the east bank of the Lower Reach to create a new 10 to 40 foot floodplain. The purpose of the channel widening is to create enough conveyance capacity to safely convey large flood flows known to Marsh Creek. The newly created flood benches and floodplain would be inundated when flows in the creek rise during typical storm that reoccur nearly annually. Thus, the proposed project would improve creek flow to reduce impacts from flood hazards. Impacts would be *less than significant*.
- e.** As previously mentioned, the proposed project would be required to implement a SWPPP, which will include erosion and water pollution control measures, to control off-site sediment delivery during construction. As a result, the proposed project would not provide substantial additional sources of polluted runoff. Operational impacts to polluted runoff are discussed in Response a above. This impact is considered *less than significant*.
- f.** Currently, poor water quality within the creek from urban run-off is made worse by the lack of wetlands, shade, and microbial activity. Relatively high temperatures combined with low dissolved oxygen levels have caused four major fish kills on Marsh Creek over the last nine years. As mentioned above, the proposed project would plant trees along the creek section to provide shade thereby decreasing water temperatures. Planting native riparian vegetation within the

widened creek would also help increase dissolved oxygen levels and improve water quality. Therefore, impacts would be beneficial and *less than significant*.

- g.-j.** The project site is located within a federally designated 100-year flood hazard area. However, no housing or structures are proposed as part of the planned channel widening and restoration activities. The project site is not in an area that could be inundated by a seiche, tsunami, or mudflow. There would be *no impact*.

5.10 Land Use and Planning

5.10.1 Background

The project is located along Marsh Creek in the City of Brentwood. Lands surrounding the project area are developed with residences and city parks, and vacant lands are planned for residential development and city parks.

5.10.2 Environmental Checklist and Discussion

LAND USE & PLANNING	Potentially Significant Impact	Less than Significant with Mitigation	Less than Significant Impact	No Impact
Would the project...				
a) Physically divide an established community?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Conflict with any applicable habitat conservation plan or natural community conservation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

DISCUSSION:

- a. Residential subdivisions are present on both sides of the creek and an approved subdivision is planned for the vacant land to the east of the Lower Reach. However, there is no established community located on the project site and due to the nature of the creek restoration project, *no impact* would occur.
- b. The project site is mapped as a waterway in the General Plan. The City's General Plan is not applicable to the project. Furthermore, the project would not change the land use of the parcels that contain the creek. Therefore, there would be *no impact*.
- c. The proposed project is within the ECCC HCP/NCCP, and anticipated project impacts would be mitigated through the payment of a Development Fee and Wetland Impact fee (or on-site restoration) to the East Contra Costa County Habitat Conservancy. Therefore, the proposed project would not conflict with the provisions of an adopted HCP or NCCP and there would be *no impact*.

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5.11 Mineral Resources

5.11.1 Background

Within the City of Brentwood, mineral resources include sand, gravel, coal, oil, and gas. In general, sand is likely the most significant economic mineral deposit found. It is possible that significant deposits of coal and specialty sand remain in the western portion of Brentwood, within the Domengine sandstone. Oil and gas have been sporadically produced in the region since 1864 and are recovered from sands mostly of the Eocene age, at depths of approximately 4,000 feet. The potential for additional oil and gas reserves exists within the city. Dry gas is presently being produced in the northeast portion of Brentwood, and the potential for additional reserves exists throughout the area (City of Brentwood 2014a). Aggregate resource areas within the City of Brentwood are classified as either MRZ-1 or MRZ-4 in SMARA Mineral Land Classification Maps.¹⁴ Mineral resource extraction is not permitted under the Resource Management Directives of the Department of Parks and Recreation.

There are no existing active oil or gas wells or mineral extraction on or in the vicinity of the project site.

5.11.2 Environmental Checklist and Discussion

MINERAL RESOURCES	Potentially Significant Impact	Less than Significant with Mitigation	Less than Significant Impact	No Impact
Would the project...				
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

DISCUSSION:

- a. - b.** The project site is located along Marsh Creek. There are no mineral resources on the project site and no mineral extraction occurs or is known to have occurred on the project site. There would be *no impact*.

¹⁴ MRZ-4 are areas where available information is inadequate for assignment to any other MRZ classification. MRZ-1 Areas where adequate information indicates that no significant mineral deposits are present, or where it is judged that little likelihood exists for their presence.

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5.12 Noise

5.12.1 Background

Noise-sensitive land uses generally include those uses where exposure to noise would result in adverse effects, as well as uses where quiet surroundings are an essential element of their intended purpose. Residential dwellings are of primary concern because of the potential for increased and prolonged exposure of individuals to both interior and exterior noise levels. Other noise-sensitive land uses include hospitals, convalescent facilities, parks, hotels, churches, libraries, and other uses where low interior noise levels are essential.

The project site is located along Marsh Creek where the surrounding areas are being rapidly urbanized with residential and commercial uses. The primary noise sources in the project area include traffic noise from local roadways. The Union Pacific Railroad, located approximately 175 feet north of the Lower Reach is currently inactive. The closest highway, SR-4 is located approximately 2.2 miles west of the project site. Residential homes, a daycare center, city parks, and vacant lands are adjacent to the project site.

The nearest sensitive receptors to the Upper Reach are located within Willow Wood School/Dainty Center and residential neighborhoods less than 50 feet to the east. There are also residential neighborhoods located approximately 100 feet to the west of Central Boulevard and Marsh Creek up to Deer Creek.

Lands to the east of the Middle Reach are also developed with single-family residences and the nearest receptors are about 50 feet from the proposed construction activities.

The nearest sensitive receptors to the Lower Reach are single-family homes and Sungold Park located less than 50 feet to the west.

5.12.2 Environmental Checklist and Discussion

NOISE	Potentially Significant Impact	Less than Significant with Mitigation	Less than Significant Impact	No Impact
Would the project...				
a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

- | | | | | |
|---|--------------------------|-------------------------------------|--------------------------|-------------------------------------|
| d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project? | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
-

DISCUSSION:

- a. The potential for construction noise to exceed the City of Brentwood noise standards are detailed in Response d below. Once the project is constructed, there would be no increase in operational noise in the project area due to the project. Creek restoration may increase visitors utilizing the Marsh Creek Trail. However this increase would not be substantial enough to cause noise levels to increase above the City’s noise standards. Thus, the impact would be *less than significant*.
- b. Channel widening and restoration activities would not require pile-driving, blasting, or other activities that could cause substantial groundborne vibration or noise. Project construction activities would include the use of tractors, loaders, excavators, graders, which are not sources of significant groundborne vibration or noise. Haul trucks could result in some level of vibration while hauling materials off-site. However, the vibrations would be the range that is experienced in urban areas from truck movement. The impact would be *less than significant*.
- c. Implementation of the proposed project would not add any new sources of noise to the project area. The creek section is currently maintained by the District and will continue to be upon project implementation, thereby not increasing vehicle trips for maintenance. In the first few years of project operation, monitoring of the restoration efforts would add a small number of vehicle trips to the project site. In addition, due to restoration of riparian vegetation along the creek banks and trail improvements, the project would improve the experience of the trail users as well as provide areas where trail users can stop in shade and enjoy the beauty of the creek. This may result in an increase in visitors to the creek and a resultant increase in vehicular traffic to parking facilities near Marsh Creek. However this increase would not be substantial compared to existing conditions. Therefore, there would not be a substantial permanent increase in noise levels related to mobile sources. The impact would be *less than significant*.
- d. Construction activities would require the use of tractors, loaders, excavators, graders, and haul trucks. The number of construction vehicle trips would increase, depending on the specific activity that is underway. Also the location of the construction activities would differ with each reach and all of the improvements may not be constructed within the same timeframe on all three reaches. Furthermore, sensitive receptors that are proximate to one reach would be affected by

the noise from construction on that reach and generally would not be affected by noise generated by the work on other reaches due to distance and attenuation.

The area to the east of the Upper Reach is developed with residential neighborhoods that are less than 50 feet away from the proposed widening. A school and daycare center is also located on the east bank of the creek just north of Dainty Avenue. Land to the west between Dainty Avenue and Central Boulevard is owned by the District and is vacant. Residential neighborhoods are present to the west of Central Boulevard and Marsh Creek up to Deer Creek (approximately 100 feet from the proposed activities). Construction activities in the Upper Reach would take place over the short timeframe of about 2 weeks.

Lands to the east of the Middle Reach are also developed with single-family residences and the nearest receptors are about 50 feet from the proposed construction activities. Lands to the west of the Middle Reach are vacant and no sensitive receptors are present in that area. Construction activities in the Middle Reach would take place over 1 to 2 weeks.

Lands to the east of the Lower Reach are undeveloped at this time although future city parks are planned adjacent to the creek and the remaining area is the site of the approved Pulte residential subdivision. Single-family homes and a city park (Sungold Park) are located to the west of the Lower Reach (less than 50 feet). Construction activities would take place over about 4 weeks.

Construction activities and traffic would cause temporary increases in noise due to site grading, use of construction equipment, and operation of construction vehicles. Construction equipment would be operated intermittently over the course of construction on each reach. Routine noise levels from conventional construction activities (with a typical mix and number of pieces of equipment operating on the site) range from 75 to 86 dB(A) equivalent continuous noise level (Leq) at a distance of 50 feet, from 69 to 80 dB(A) Leq at a distance of 100 feet, from 55 to 66 dB(A) Leq at a distance of 500 feet, and 48 to 60 dB(A) Leq at a distance of 1,000 feet. Noise levels at the nearest sensitive receptors are likely to be lower because the small size of the project would require only a few pieces of construction equipment and they would be operating for a relatively short time during the construction period.

Nonetheless, noise from channel widening and restoration activities could impact the surrounding residences, school and daycare center, and park facilities that are located less than 50 feet from various work areas along the creek section. However, with implementation of **Mitigation Measure NOISE-1**, which requires the project to comply with the Brentwood Noise Ordinance and limits construction activities to daytime hours, the impact would be *less than significant*.

Mitigation Measure NOISE-1

The project contractor shall ensure that construction activities shall be limited to the hours set forth in Brentwood Municipal Code Section 9.32.050, as follows:

Outside Heavy Construction:	Monday-Friday	8:00 AM to 5:00 PM
	Saturday	9:00 AM to 4:00 PM

- e., f.** The project site is not located within 2 miles of a public or private airport. The closest airport is the Byron Airport-C83 located approximately 8 miles southeast of the project site. No structures are proposed as part of the project. There would be *no impact*.

5.13 Population and Housing

5.13.1 Background

The project site is surrounded by residential uses, a private elementary school and daycare center, city parks, vacant land planned for residential use and city parks, and vacant land. The project site does not include any housing.

5.13.2 Environmental Checklist and Discussion

POPULATION & HOUSING	Potentially Significant Impact	Less than Significant with Mitigation	Less than Significant Impact	No Impact
Would the project...				
a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

DISCUSSION:

- a.** The proposed project does not include the construction of homes and/or businesses. In addition, the proposed project would not construct any new roads or infrastructure that could support future development. As a result, the proposed project would not induce substantial population growth in the area, either directly or indirectly. There would be *no impact*.
- b.- c.** There are no residences on the project site or people currently living on the site. Impacts from project implementation would not affect the existing residences adjacent to the creek section. As a result, the proposed project would not displace any housing or people. There would be *no impact*.

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5.14 Public Services

5.14.1 Background

The proposed project is the implementation of creek widening and restoration activities. There are no structures on the project site and implementation of the proposed project would not include the construction of any habitable structures.

5.14.2 Environmental Checklist and Discussion

PUBLIC SERVICES	Potentially Significant Impact	Less than Significant with Mitigation	Less than Significant Impact	No Impact
Would the project...				
a) Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:				
i) Fire protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
ii) Police protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
iii) Schools?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
iv) Parks?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
v) Other public facilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

DISCUSSION:

Project

- a.i. Fire protection services in the project vicinity are provided by the East Contra Costa Fire Protection District (ECCFPD). Implementation of the proposed project would not increase population growth in the area, and thus would not affect the ECCFPD services or response time.

The project site is located in a Non-Very High Fire Hazard Severity Zone area and is designated as a Local Responsibility Area.¹⁵ Implementation of the proposed project would not result in the construction of structures on the project site or increase the site's overall fire hazard severity.

¹⁵ CalFire Contra Costa County Fire Hazard Severity Zone Map, Local Responsibility Area, http://frap.fire.ca.gov/webdata/maps/contra_costa/fhszl_map.7.pdf, accessed June 1, 2016.

Therefore, implementation of the proposed project would have *no impact* on fire protection services.

- a.ii.-v.** Implementation of the proposed project would not indirectly or directly increase the population. Police services are provided by the City of Brentwood Police Department. Channel widening and restoration activities would not impact existing police services or response time. Further, implementation of the proposed project would not increase the need for school or park facilities, or other facilities such as public libraries. There would be *no impact*.

5.15 Recreation

5.15.1 Background

The project site is located along Marsh Creek and there are no structures on the project site. Sungold Park is located adjacent to the west of the Lower Reach. Additionally, a vacant City-owned parcel is located on the east side of the Upper Reach just south of Central Boulevard. There is a vacant strip of land to the west between the creek and Central Boulevard owned by the District and City of Brentwood.

5.15.2 Environmental Checklist and Discussion

RECREATION	Potentially Significant Impact	Less than Significant with Mitigation	Less than Significant Impact	No Impact
Would the project...				
a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

DISCUSSION:

- a., b. Due to the nature of the proposed project, its implementation would not induce population growth that would increase demand for recreational facilities. There would be no deterioration of recreational facilities (including the project site) due to implementation of the restoration activities, rather the creek restoration activities would improve the overall condition of the creek. The Marsh Creek Trail would be relocated as part of the proposed project in the Middle and Upper Reaches. The Pulte developer would relocate the trail section in the Lower Reach. The trail would be in the same general alignment and would be depressed in the area of Central Boulevard to pass under the roadway. The proposed project would enhance opportunities for strolling, hiking, and biking along Marsh Creek. Furthermore, the lower 1,600 feet of the project would be integrated into a new linear city park, which would provide passive recreation amenities and native landscaping consistent with creek restoration. There would be *no impact*.

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5.16 Transportation and Traffic

5.16.1 Background

Local access to the creek section is provided from the south via Central Boulevard and from the north via O'Hara Avenue and Sand Creek Road. SR-4 is located approximately 2.2 miles west of the project site and provides regional access to the project site.

5.16.3 Environmental Checklist and Discussion

TRANSPORTATION & TRAFFIC	Potentially Significant Impact	Less than Significant with Mitigation	Less than Significant Impact	No Impact
Would the project...				
a) Conflict with an applicable plan, ordinance, or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Conflict with an applicable congestion management program, including, but not limited to level of service standards established by the county congestion management agency for designated roads and highways?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Result in inadequate emergency access?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) Conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

DISCUSSION:

a., b. Implementation of the proposed project would not induce population growth on the project site or in its vicinity such that new vehicle trips would be generated. In addition, the proposed project

would not construct any new roads or infrastructure that could support future development. However, creek widening and restoration activities such as off-hauling of excavated fill material would require the use of construction haul trucks and would temporarily increase the number of vehicles accessing the project site. Construction vehicles would access the project site via local roadways and existing maintenance roads or the regional trail along the creek. However, construction activities on the Upper and Middle Reaches would involve no more than 2 weeks for each reach, and the Lower Reach work would at most involve up to 30 days. Due to the small scale and short duration of the project, project construction would not generate a large number of vehicle trips. Once construction is completed, the creek section will continue to be maintained by the District, thereby not increasing vehicle trips for maintenance. In the first few years of project operation, monitoring of the restoration efforts would add a small number of vehicle trips to the project site. In addition, due to restoration of riparian vegetation along the creek banks and trail improvements, the project would improve the experience of the trail users as well as provide areas where trail users can stop in shade and enjoy the beauty of the creek. This may result in an increase in visitors to the creek and a resultant increase in vehicular traffic to parking facilities near Marsh Creek. However this increase would not be substantial compared to existing conditions. Therefore, the project would not conflict with applicable transportation plans, congestion management program, policies, or ordinances or result in congestion on Central Boulevard, O'Hara Avenue, Sand Creek Road, or SR-4. The impact would be *less than significant*.

- c. Implementation of the proposed project would not result in the construction of permanent structures and would have no effect on air traffic patterns and existing air traffic safety. There would be *no impact*.
- d.-f. Implementation of the proposed project would not result in the construction of roads or infrastructure. As mentioned in **Section 2.4.6** above, the proposed project would route the regional trail under an existing road bridge thereby eliminating two dangerous intersections where the existing trail crosses busy roadways (Dainty Avenue and Central Boulevard). The proposed project would reduce the gradient of the steep slope between the creek and the trail and provide a new foot trail and a new pedestrian bridge that would allow additional access for people to cross the creek within the Middle Reach. Therefore the proposed project would improve pedestrian walkability and there would be *no impact*.

The proposed project would not adversely impact the nearby roadways. All creek restoration activities would take place on the project site. Emergency access to nearby residences as well as public transit, bicycle, and pedestrian facilities would not be impeded by implementation of the proposed project. There would be *no impact*.

5.17 Utilities and Service Systems

5.17.1 Background

There are no existing buildings on the project site. A City of Brentwood sewer main is located on the west side of the Upper Reach. For most of the length, the sewer is within the Central Boulevard right of way. However, a portion of this sewer is located within one of the District's parcels where flood control improvements would be constructed. The sewer line is over 15 feet deep, at least 4 feet below the flow line of the creek. However, the sewer line is below the maximum depth of excavation and would not be relocated.

Near Sand Creek confluence in the Middle and Lower Reach, the sewer main crosses under the creek and continues north along the east bank of the Lower Reach. In the Lower Reach, the sewer line is located within the area that would be excavated to create the easterly floodplain.

5.17.2 Environmental Checklist and Discussion

UTILITIES & SERVICE SYSTEMS		Potentially Significant Impact	Less than Significant with Mitigation	Less than Significant Impact	No Impact
Would the project...					
a)	Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b)	Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c)	Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d)	Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e)	Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the providers existing commitments?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f)	Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

- g) Comply with federal, state, and local statutes and regulations related to solid waste?
-

DISCUSSION:

- a., e.** Implementation of the proposed project would not generate any wastewater. Therefore, implementation of the proposed project would not result in any exceedances of any wastewater requirements. There would be *no impact*.
- b.** The proposed project would not increase demand for water or generate wastewater. It would be the responsibility of the construction contractor to obtain water that would be used for dust control during construction activities. The contractor would obtain water from an off-site source and truck it to the construction sites. Reintroduced native vegetation and proposed trees may require irrigation for the first few years. Irrigation practices may include the use of Dri-Water time release gel packs and if necessary, piped water, which would be available from adjacent subdivisions and city parks. Upon successful establishment, the new vegetation and trees would rely upon precipitation, storm water runoff from the surrounding areas, and creek inundation. Implementation of the proposed project would not require irrigated water or generate wastewater. Therefore, the proposed project would not require the expansion of existing water or wastewater facilities or construction of a new water or wastewater facility. There would be *no impact*.

With respect to the sewer line in the project area, the proposed project would not relocate the sewer line. In the Lower Reach, minor modifications to sewer manholes may be required to accommodate changes in ground elevation. In all cases, grading would be performed around manholes so that potential spills from manholes would initially drain away from Marsh Creek.

- c.** Implementation of the proposed project would not increase impervious surfaces on the project site that would generate additional storm water. The existing Marsh Creek Trail is paved. While that pavement will be removed, the same amount of pavement would be placed to create the relocated trail. Additionally, pervious pavement is being considered for use on the relocated trail and if utilized would reduce runoff. Therefore, there would be *no impact* related to construction of new storm water facilities to handle project runoff.
- d.** Implementation of the project activities would not require potable water. There would be *no impact* to existing water supplies.
- f., g.** The proposed project would not create any additional solid waste. There would be *no impact* to solid waste facilities or regulations relating to solid waste.

5.18 Mandatory Findings of Significance

MANDATORY FINDINGS OF SIGNIFICANCE	Potentially Significant Impact	Less than Significant with Mitigation	Less than Significant Impact	No Impact
Would the project...				
a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Does the project have environmental effects that will cause substantial adverse effects on human beings, either directly or indirectly?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

DISCUSSION:

- a. Please refer to responses under Biological Resources items (a) through (f), and Cultural Resources items (a) through (e), above. Future development on the project site would not significantly affect fish or wildlife habitat, nor would it eliminate examples of California history or prehistory. With the implementation of **Mitigation Measures BIO-1** through **BIO-4** and **Mitigation Measures CUL-1** and **CUL-2**, identified above in this Initial Study, all impacts would be reduced to a less than significant level and the proposed project would not degrade the quality of the environment. Impacts under this criterion would be *less than significant*.
- b. Implementation of the proposed restoration project would not result in cumulative impacts. Creek restoration activities would manage flows, restore native vegetation, improve water quality within Marsh Creek, and improve walkability of the existing Marsh Creek Trail. No structures are proposed for the project and creek restoration activities would not directly or indirectly induce population growth. Therefore *less than significant* cumulative impacts from the proposed project have been identified.
- c. The proposed project would not directly or indirectly cause substantial adverse effects on human beings. Air emissions and noise from construction activities would be the only impacts through which the proposed project could have an effect on human beings; however, all construction-

related air quality and noise impacts would be mitigated to less than significant levels by implementation of **Mitigation Measures AIR-1, AIR-2,** and **Mitigation Measure NOISE-1** and would therefore avoid causing substantial adverse effects on human beings. Further, compliance with **Mitigation Measure GEO-1** would ensure a stabilized design for a flood conveyance zone. For all other resource areas, the proposed project would either have *less than significant* impacts, or, impacts that would not affect human beings.

6. REFERENCES

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7. REPORT PREPARERS

Impact Sciences, Inc.

Shabnam Barati, Managing Principal
Angela Pan, Project Planner

8. TECHNICAL CONSULTANTS

ENGEO

Jennifer R. Botelho, CEG
Paul C. Guerin, GE

Wood Biological Consulting

Mike Wood, Principal

WSA

James Allan, Principal Investigator

Illingworth & Rodkin

James Reyff, Principal (Peer review/air quality analysis)

MITIGATION MONITORING AND REPORTING PROGRAM

The California Environmental Quality Act (CEQA) requires that a Lead Agency establish a program to monitor and report on mitigation measures adopted as part of the environmental review process to avoid or reduce the severity and magnitude of potentially significant environmental impacts associated with project implementation. CEQA (Public Resources Code Section 21081.6 (a) (1)) requires that a Mitigation Monitoring and Reporting Program (MMRP) be adopted at the time that the public agency determines to approve a project for which an EIR or a Negative Declaration (ND) has been prepared, to ensure that mitigation measures identified in the EIR or ND are fully implemented.

The MMRP for the Three Creeks Parkway Restoration project is presented in **Table 4.0-1, Mitigation and Monitoring Reporting Program**. **Table 4.0-1** includes the full text of project-specific mitigation measures identified in the Initial Study/Mitigated Negative Declaration. The MMRP describes implementation and monitoring procedures, responsibilities, and timing for each mitigation measure, including:

Number: Identifies the number of the mitigation measure.

Mitigation Measure: Provides full text of the mitigation measure as provided in the final Initial Study/Mitigated Negative Declaration.

Monitoring/Reporting Action(s): Designates responsibility for implementation of the mitigation measure and when appropriate, summarizes the steps to be taken to implement the measure.

Mitigation Timing: Identifies the stage of the project during which the mitigation action will be taken.

Monitoring Schedule: Specifies procedures for documenting and reporting mitigation implementation.

The Contra Cost County Flood Control and Water Conservation District and American Rivers may modify the means by which a mitigation measure will be implemented, as long as the alternative means ensure compliance during project implementation. The responsibilities of mitigation implementation, monitoring, and reporting extend to several district departments and offices. The manager or department lead of the identified unit or department will be directly responsible for ensuring the responsible party complies with the mitigation. The Contra Costa County Flood Control and Water Conservation District is responsible for the overall administration of the program and for assisting relevant departments and project managers in their oversight and reporting responsibilities. The Contra Costa County Flood Control and Water Conservation District is also responsible for ensuring the relevant parties understand their charge and complete the required procedures accurately and on schedule.

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**Table 1
Mitigation Monitoring and Reporting Program**

Number	Mitigation Measure	Monitoring/Reporting Action(s)	Mitigation Timing	Monitoring Schedule
AIR QUALITY				
AIR-1:	<p>The construction contractor(s) shall implement the following BMPs during project construction:</p> <ul style="list-style-type: none"> • All exposed surfaces (e.g., parking areas, staging areas, soil stockpiles, graded areas, and unpaved access roads) shall be watered two times per day. • All haul trucks transporting soil, sand, or other loose material off-site shall be covered. • All visible mud or dirt track-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited. • All vehicle speeds on unpaved roads shall be limited to 15 mph. • All roadways, driveways, and sidewalks to be paved shall be completed as soon as possible and feasible. • Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to five minutes (as required by the California airborne toxics control measure Title 13, Section 2485 of California Code of Regulations [CCR]). Clear signage shall be provided for construction workers at all access points. • All construction equipment shall be maintained and properly tuned in accordance with manufacturer’s specifications. All equipment shall be checked by a certified mechanic and determined to be 	<p>Contra Costa County Flood Control and Water Conservation District</p> <p>Include in construction contract(s)</p>	<p>Monitor compliance during construction</p>	<p>Confirm and document during construction</p>

Number	Mitigation Measure	Monitoring/Reporting Action(s)	Mitigation Timing	Monitoring Schedule
	<p>running in proper condition prior to operation.</p> <ul style="list-style-type: none"> Post a publicly visible sign with the telephone number and person to contact at the Lead Agency regarding dust complaints. This person shall respond and take corrective action within 48 hours. The Air District's phone number shall also be visible to ensure compliance with applicable regulations. 			
AIR-2:	All diesel-powered off-road equipment larger than 50 horsepower and operating on the site for more than two days continuously during the duration of construction shall, at a minimum, meet U.S. EPA emissions standards for Tier 2 engines or equivalent.	<p>Contra Costa County Flood Control and Water Conservation District</p> <p>Include requirement in construction contract(s)</p>	During construction	Confirm and document during construction
BIOLOGICAL RESOURCES				
BIO-1:	<p>To avoid and minimize impacts to California red-legged frog, Pacific (Western) pond turtle, and silvery legless lizard during construction activities, the project will implement the following measures:</p> <ol style="list-style-type: none"> <u>Coverage under the HCP/NCCP.</u> The project proponent shall apply for coverage under the HCP/NCCP. Participation in the HCP/NCCP, including implementation of appropriate avoidance and minimization measures and payment of applicable fees would provide the project proponent with incidental take coverage for California red-legged frog, Pacific (Western) pond turtle, and silvery legless lizard. <u>Seasonal Avoidance.</u> If required by the Streambed Alteration Agreement or Water Quality Certification, work shall be limited to the dry season, from April 15 to October 15. <u>Minimize Nighttime Work.</u> If required by the Streambed Alteration Agreement or Water Quality Certification, nighttime construction shall be restricted to avoid effects on nocturnally active species such as California red-legged frog. 	<p>Contra Costa County Flood Control and Water Conservation District</p> <p>File application, obtain HCP/NCCP coverage, and implement measures by including them in the construction contract(s)</p>	Prior to start and during construction	Confirm and document during construction

Number	Mitigation Measure	Monitoring/Reporting Action(s)	Mitigation Timing	Monitoring Schedule
	<p>4. <u>Environmental Awareness Program</u>. Prior to the commencement of construction activities, a qualified biologist shall present an environmental awareness program to all construction personnel working on site. At a minimum the training should include a description of special-status species that could be encountered, their habitats, regulatory status, protective measures, work boundaries, lines of communication, reporting requirements, and the implications of violations of applicable laws.</p> <p>5. <u>Wildlife Exclusion Fencing</u>. Prior to the start of construction, wildlife exclusion fencing (WEF) shall be installed as warranted and consistent with the HCP/NCCP to isolate the work area from any habitats potentially supporting special-status animals or through which such species may move. The final project plans shall indicate where and how the WEF is to be installed. The bid solicitation package special provisions shall provide further instructions to the contractor about acceptable fencing locations and materials. The fencing shall remain throughout the duration of the work activities, be regularly inspected and properly maintained by the contractor. Fencing and stakes shall be completely removed following project completion.</p> <p>6. <u>Best Management Practices (BMPs)</u>. Prior to the initiation of work, BMPs shall be in place to prevent the release of any pollutants or sediment into the creek, storm drains, or tributaries; all BMPs shall be properly maintained. Leaks, drips, and spills of hydraulic fluid, oil, or fuel from construction equipment shall be promptly cleaned up to prevent contamination of water ways. All workers shall be properly trained regarding the importance of preventing and cleaning up spills of contaminants. Protective measures should include, at a minimum: No discharge of pollutants from vehicle and equipment cleaning should be allowed into any storm drains or watercourses.</p> <p style="padding-left: 40px;">a. Spill containment kits should be maintained onsite at all times during construction operations and/or</p>			

Number	Mitigation Measure	Monitoring/Reporting Action(s)	Mitigation Timing	Monitoring Schedule
	<p>staging or fueling of equipment.</p> <p>b. Coir rolls or straw wattles should be installed along or at the base of slopes during construction to capture sediment.</p> <p>7. <u>Erosion Control</u>. Graded areas shall be protected from erosion using a combination of silt fences, fiber rolls along toes of slopes or along edges of designated staging areas, and erosion control netting (such as jute or coir) as appropriate on sloped areas.</p> <p>8. <u>Construction Site Restrictions</u>. The following site restrictions shall be implemented to avoid adversely affecting sensitive habitats and harm or harassment to listed species:</p> <p>a. Any fill material shall be certified to be non-toxic and weed free.</p> <p>b. All food and food-related trash items shall be enclosed in sealed trash containers and removed completely from the site at the end of each day.</p> <p>c. No pets from project personnel shall be allowed anywhere in the project site during construction.</p> <p>d. No firearms shall be allowed on the project site except for those carried by authorized security personnel, or local, State or Federal law enforcement officials.</p> <p>e. All equipment shall be maintained such that there are no leaks of automotive fluids such as gasoline, oils or solvents and a Spill Response Plan shall be prepared. Hazardous materials such as fuels, oils, solvents, etc. shall be stored in sealable containers in a designated location that is isolated from wetlands and aquatic habitats.</p> <p>f. Servicing of vehicles and construction equipment including fueling, cleaning, and maintenance should occur only at sites isolated from any aquatic habitat</p>			

Number	Mitigation Measure	Monitoring/Reporting Action(s)	Mitigation Timing	Monitoring Schedule
	<p>unless separated by topographic or drainage barrier or unless it is an already existing gas station. Staging areas may occur closer to the project activities as required.</p> <p>9. <u>Proper Use of Erosion Control Devices.</u> Plastic mono-filament netting (e.g., that used with erosion control matting) or similar material shall not be used within the project area; wildlife can become entangled or trapped in such non-biodegradable materials. Acceptable substitutes include coconut coir matting, tackified hydroseeding, blown straw, or other organic mulching material.</p> <p>10. <u>Protocol for Species Observation – Pacific (Western) pond turtle and silvery legless lizard.</u> If a Pacific (Western) pond turtle or silvery legless lizard is encountered in the project site, work in the area of the finding must cease immediately until the animal either moves out of harm’s way of its own accord or is safely relocated well upstream or downstream of the project site. Only a qualified biologist with a scientific collection permit issued by the CDFW may handle and relocate Pacific (Western) pond turtle or silvery legless lizard. Any sightings and relocation of Pacific (Western) pond turtle and silvery legless lizard should be reported to the CDFW and the CNDDDB.</p>			
BIO-2:	<p>To minimize and avoid impacts to Chinook salmon and steelhead, the following measures will be implemented:</p> <ol style="list-style-type: none"> 1. <u>Seasonal Avoidance.</u> In-stream work shall be limited to June 1 to October 31. 2. <u>In-Stream Activities:</u> If in-stream construction or dewatering is required, the following precautionary measures should be implemented: <ol style="list-style-type: none"> a. A preconstruction survey of the aquatic environment 	<p>Contra Costa County Flood Control and Water Conservation District</p> <p>Retain qualified biologist to implement the measures.</p>	<p>Prior to start and during construction</p>	<p>Confirm and document during construction</p>

Number	Mitigation Measure	Monitoring/Reporting Action(s)	Mitigation Timing	Monitoring Schedule
	<p>shall be performed by a qualified biologist.</p> <ul style="list-style-type: none"> b. A qualified biologist shall present an environmental awareness program working on site. c. A qualified biologist should monitor all in-stream activities. d. If dewatering is proposed, a qualified biologist should monitor the installation of coffer dams. During dewatering, a qualified biologist should check for stranded aquatic wildlife. Dewatering pumps must be fitted with intake screens with a mesh no greater than 5 mm (0.2 in) and BMPs will be installed to minimize sediment transport during installation of coffer dams. e. Native species (non-special-status fish species) should be relocated upstream or downstream of the cofferdams by a permitted biologist. Non-native species should be euthanized in accordance with the guidance of the CDFW. All wildlife encounters should be documented and reported to the CDFW. If listed salmonids are present, the NMFS shall be consulted to determine the appropriate measures to ensure conformance with ESA. 			
BIO-3:	<p>In order to avoid impacts to nesting Swainson’s hawk, white-tailed kite, burrowing owl, loggerhead shrike, and other bird species protected under the MBTA and CFGC during project implementation, the measures outlined below shall be implemented.</p> <ol style="list-style-type: none"> 1. <u>Environmental Awareness Program.</u> Prior to the commencement of construction activities, a qualified biologist shall present an environmental awareness program to all construction personnel working on site. At a minimum the training shall include a description of special-status species that could be encountered, their habitats, regulatory status, 	<p>Contra Costa County Flood Control and Water Conservation District</p> <p>Retain qualified biologist to implement the measures.</p>	<p>Prior to start and during construction</p>	<p>Confirm and document during construction</p>

Number	Mitigation Measure	Monitoring/Reporting Action(s)	Mitigation Timing	Monitoring Schedule
	<p>protective measures, work boundaries, lines of communication, reporting requirements, and the implications of violations of applicable laws.</p> <p>2. <u>Swainson's hawk</u> is a federally listed threatened species and is covered under the HCP/NCCP. Nonetheless, every effort should be made to ensure that no take of Swainson's hawk occurs. Therefore, the measures outlined below should be implemented.</p> <p>a. The project proponent should apply for coverage under the HCP/NCCP. Participation in the HCP/NCCP would provide the applicant with incidental take coverage for Swainson's hawk and satisfy any requirements for mitigation for loss of habitat.</p> <p>b. Prior to any ground disturbance during the nesting season (March 15-September 15), a qualified biologist shall conduct a preconstruction survey no more than one month prior to construction to determine if there are any active Swainson's hawk nests within 305 meters (1,000 feet) of the project site.</p> <p>c. If there are no occupied nests within this buffer, no further action is needed.</p> <p>d. If an active nest is present within this buffer, the measures outlined below shall be followed.</p> <ul style="list-style-type: none"> • Construction activities are not permitted within 305 meters (1,000 feet) of an occupied nest to prevent nest abandonment. However, if site-specific conditions or the nature of the activity warrant a small buffer, a qualified biologist should coordinate with CDFW and USFWS to determine the appropriate buffer size. • Construction activities may proceed prior to 			

Number	Mitigation Measure	Monitoring/Reporting Action(s)	Mitigation Timing	Monitoring Schedule
	<p>September 15 if the young Swainson's hawks have fledged, as determined by a qualified biologist.</p> <p>3. White-tailed kite is a state-listed fully protected species; it is not covered under the HCP/NCCP and incidental take of the species is not allowed. To ensure that no take of white-tailed kite or other migratory raptors occurs, the measures outlined below shall be implemented.</p> <ul style="list-style-type: none"> a. Prior to any ground disturbance during the nesting season (February 1-August 31), a qualified biologist shall conduct a preconstruction survey no more than two weeks prior to construction to determine if there are any active nests of white-tailed kite or other migratory raptors within 76 meters (250 feet) of the project site. b. Prior to the removal or significant pruning of any trees, they shall be inspected by a qualified biologist for the presence of raptor nests. This is required during both the breeding season and non-breeding season. If a suspected raptor nest is discovered, the CDFW shall be notified. Pursuant to CFGC Section 3503.5, raptor nests, whether or not they are occupied, may not be removed until approval is granted by the CDFW. c. If there are no occupied nests within this buffer, no further action is needed. d. If an active nest is present within this buffer, the measures outlined below shall be implemented. <ul style="list-style-type: none"> • Construction activities are not permitted within 76 meter (250 feet) of an occupied nest to prevent nest abandonment. However, if site-specific conditions or the nature of the activity warrant a small buffer, a qualified biologist should 			

Number	Mitigation Measure	Monitoring/Reporting Action(s)	Mitigation Timing	Monitoring Schedule
	<p>coordinate with the CDFW and/or USFWS to determine the appropriate buffer size. Nest monitoring may be warranted for activities that would occur within a smaller buffer.</p> <ul style="list-style-type: none"> • Construction activities may proceed prior to August 31 if the young white-tailed kites or other raptor species have fledged, as determined by a qualified biologist. <p>4. Burrowing owl is a State species of special concern and a covered species under the HCP/NCCP. To ensure that no take of burrowing owl occurs, the measures outlined below shall be implemented.</p> <ol style="list-style-type: none"> a. Prior to any ground disturbance during the nesting season (February 1-August 31), a CDFW-approved biologist shall conduct a preconstruction survey of all suitable burrowing owl habitat that would be affected by the project. The survey shall be performed no more than 30 days prior to construction to determine if there are any active nests of burrowing owl within 153 m (500 ft) of the project site, access permitting. b. If there are no occupied nests within this buffer, no further action is needed. c. If an active nest is present within this buffer, the measures outlined below shall be implemented. <ul style="list-style-type: none"> • If an occupied burrowing owl nest site is present within the limits of work, construction may not proceed. The taking of burrowing owls or occupied nests is prohibited under CFGC. Nest sites must be flagged and protected by a designated disturbance-free buffer zone of at least 76 meters (250 feet). • Construction activities are not permitted within 			

Number	Mitigation Measure	Monitoring/Reporting Action(s)	Mitigation Timing	Monitoring Schedule
	<p>76 meters (250 feet) of an occupied nest to prevent nest abandonment.</p> <ul style="list-style-type: none"> • Construction may proceed if a qualified biologist monitors the nest and determines that the adults have not begun egg-laying and incubation or that the juveniles have fledged. • Burrowing owls may be passively excluded from occupied burrows outside of the breeding season (i.e., September 1-January 31), in consultation with the CDFW. All owls should be passively excluded from burrows within 49 meters (160 feet) of the work site. Passive exclusion is achieved by installing one-way doors in the burrow entrances. Doors should be in place for at least 48 hours and the site should be monitored daily for at least one week to confirm that the burrow has been abandoned. <p>5. Loggerhead shrike is a state species of special concern; it is not covered under the HCP/NCCP and incidental take of the species is not allowed. To ensure that no take of loggerhead shrike or any other migratory passerines occurs, the measures outlined below shall be implemented.</p> <ol style="list-style-type: none"> a. If ground-disturbing activities (i.e., site clearing, disking, grading, etc.) can be performed outside of the nesting season (i.e., between September 1 and January 31), no additional surveys are warranted. b. Prior to any ground disturbance during the nesting season (February 1-August 31), a qualified biologist should conduct a preconstruction survey no more than two weeks prior to construction to determine if there are any active nests of loggerhead shrike or any other migratory passerines nests within 30 meters (100 feet) of the project site. 			

Number	Mitigation Measure	Monitoring/Reporting Action(s)	Mitigation Timing	Monitoring Schedule
	<ul style="list-style-type: none"> c. If there are no occupied nests within this buffer, no further action is needed. d. If an active nest is present within this buffer, the following measures shall be implemented. <ul style="list-style-type: none"> • Construction activities are not permitted within 30 meters (100 feet) of an occupied nest to prevent nest abandonment. However, if site-specific conditions or the nature of the activity warrant a smaller buffer, a qualified biologist should coordinate with the CDFW and USFWS to determine the appropriate buffer size. Nest monitoring may be warranted for activities that would occur within a smaller buffer. • Construction activities may proceed prior to August 31 if the young birds have fledged, as determined by a qualified biologist. 			
BIO-4:	<p>In order to avoid, minimize and compensate for unavoidable impacts on waters of the U.S./waters of the State, the measures outlined below shall be implemented.</p> <ol style="list-style-type: none"> 1. Impacts on waters of the U.S. will be avoided by restricting grading to an elevation above the OHWM; avoidance of impacts to waters of the State is not feasible. Long-term impacts shall be minimized by limiting the use of hardened structures (e.g., grouted riprap) in preference of bio-engineering solutions as much as is practicable. Surface water connections must not be permanently blocked or interrupted and the installation of drop-structures or other features that create barriers to wildlife movement shall be avoided. 2. Prior to construction, the project proponent will need to secure authorization from the USACE, RWQCB, and CDFW in conformance to the Clean Water Act and Lake and Streambed Alteration Program. 	<p>Contra Costa County Flood Control and Water Conservation District</p> <p>Obtain permits; obtain coverage under HCP/NCCP; include BMPs in construction contract (s)</p>	<p>Prior to start and during construction</p>	<p>Confirm and document during construction</p>

Number	Mitigation Measure	Monitoring/Reporting Action(s)	Mitigation Timing	Monitoring Schedule
	<p>3. Participation in the HCP/NCCP is expected to satisfy the requirements of the regulatory agencies for compensatory mitigation for unavoidable impacts on stream channels, wetlands and riparian habitat. A Planning Survey Report shall be completed and submitted to the East Contra Costa County Habitat Conservancy. The submittal shall include detailed drawings illustrating all temporary and permanent impacts.</p> <p>4. Per the terms of the adopted HCP/NCCP, a wetland mitigation fee or on-site habitat restoration will mitigate the impacts. If accepted by the regulatory agencies, no additional mitigation for wetland impacts is typically required. HCP/NCCP fee payment will occur at project contract award.</p> <p>5. For all work within and adjacent to the stream channel and riparian habitat, best management practices (BMPs) must be incorporated into the project design to minimize environmental effects. These include the following:</p> <ul style="list-style-type: none"> • Construction in the active channels shall be restricted to the dry season (April 15-October 15). • Personnel conducting ground-disturbing activities within or adjacent to the buffer zone of wetlands, ponds, streams, or riparian woodland/scrub shall be trained by a qualified biologist in these avoidance and minimization measures and the permit obligations. • If dewatering is necessary, water released downstream of work areas must be as clean or cleaner than flows entering the work area. Sediment-laden water shall be either pumped onto upland sites for infiltration or into Baker tanks for settling, prior to being released back into the channel. Cofferdams shall consist of clean, silt-free sand or gravel in sand bags, or a comparable material. All coffer dam materials 			

Number	Mitigation Measure	Monitoring/Reporting Action(s)	Mitigation Timing	Monitoring Schedule
	<p>must be promptly removed when no longer needed.</p> <ul style="list-style-type: none"> • High visibility temporary construction fencing should be erected between the outer edge of the limits of construction and adjacent streams or habitats to be preserved. Temporary construction fencing will be removed upon the completion of work. • Grading or construction near channels shall be isolated with silt fencing or other BMPs to prevent sedimentation. BMPs shall be regularly inspected. • Vehicles and equipment shall be parked on existing roads or previously disturbed areas. • Equipment working in channels must be in good working order and free of leaks of fuel, oil, and hydraulic fluids. Drip pans shall be placed under vehicles and equipment over waterways and spill clean-up materials should be kept onsite at a convenient location. • Equipment maintenance and refueling shall be performed well away from the top of bank of any channel; storm drain inlets shall be protected from an accidental release of contaminants. • Concrete washings or other contaminants must not be permitted to enter the stream channel or any storm drain inlet. • Any concrete structures or cured-in-place pipe linings shall be allowed to cure before coming in contact with surface flows. • Construction debris and materials shall be stockpiled away from watercourses. 			

Number	Mitigation Measure	Monitoring/Reporting Action(s)	Mitigation Timing	Monitoring Schedule
	<ul style="list-style-type: none"> • Appropriate erosion-control measures (e.g., coconut coir matting, tackified hydroseeding, blown straw or other organic mulching material) shall be used on site to reduce siltation and runoff of contaminants into wetlands, ponds, streams, or riparian woodland/scrub. Plastic mono-filament netting (e.g., that used with erosion control matting) or similar material should not be used within the action area; wildlife can become entangled or trapped such non-biodegradable materials. Erosion-control measures shall be placed between the outer edge of the buffer and the project site. • Fiber rolls used for erosion control shall be certified as free of noxious weed seed. • Construction staging areas past the channel banks must be located away from any wetlands or other sensitive habitats as identified by a qualified biologist. • Newly graded earthen channel slopes shall be revegetated with a native seed mix developed by a qualified restorationist. Seed mixtures applied for erosion control shall not contain invasive nonnative species, and be composed of native species or sterile nonnative species. Straw or mulch shall also be applied to all bare surfaces. The seed mix and mulch shall be applied prior to the onset of the first winter-season rains. • Herbicide shall not be applied within 30 meters (100 feet) of wetlands, ponds, streams, or riparian habitat. However, where appropriate to control serious invasive plants, herbicides that have been approved by the U.S. EPA for use in or adjacent to aquatic habitats may be used as long as label 			

Number	Mitigation Measure	Monitoring/Reporting Action(s)	Mitigation Timing	Monitoring Schedule
	<p>instructions are followed and applications avoid or minimize impacts on covered species and their habitats. In seasonal or intermittent stream or wetland environments, appropriate herbicides may be applied during the dry season to control nonnative invasive species. Herbicide drift should be minimized by applying the herbicide as close to the target area as possible and by avoiding applying during windy days.</p> <ul style="list-style-type: none"> Additional measures may be outlined in the conditions of the permits issued by the USACE, RWQCB, CDFW, and the Habitat Conservancy. All permit conditions must be conformed to. 			
CULTURAL RESOURCES				
CUL-1:	<ul style="list-style-type: none"> Crew training, initial monitoring by a qualified archaeologist to determine an appropriate level of monitoring for the duration of the project, and additional spot checks pending the results of the initial monitoring shall be conducted prior to and during ground disturbing activities. A qualified archaeologist shall be present on the project site to monitor ground disturbing activities and inspect excavated soils to identify any cultural resources and human remains as deemed appropriate by the qualified archaeologist. All construction crew workers shall attend a training session led by a qualified archaeologist that discusses (1) the reasons for archaeological resource monitoring; (2) regulatory policies protecting resources and human remains; (3) basic identification of archaeological resources; and (4) the protocol to follow in case of a discovery of such resources. In accordance with CEQA Guideline §15064.5 (f), should any previously unknown historic or prehistoric resources, including but 	<p>Contra Costa County Flood Control and Water Conservation District</p> <p>Retain qualified archaeologist to implement identified measures; also include in construction contract(s)</p>	Prior to start and during construction	Confirm and document during construction

Number	Mitigation Measure	Monitoring/Reporting Action(s)	Mitigation Timing	Monitoring Schedule
	<p>not limited to charcoal, obsidian or chert flakes, grinding bowls, shell fragments, bone, pockets of dark, friable soils, glass, metal, ceramics, wood, privies, trash deposits or similar debris, be discovered during ground disturbing activities, work within 25 feet of these materials should be stopped until a qualified professional archaeologist has an opportunity to evaluate the potential significance of the find and to consult with the lead agency about what appropriate mitigation would be appropriate to protect the resource.</p> <ul style="list-style-type: none"> • In the event that human remains, or possible human remains, are encountered during project-related ground disturbance, in any location other than a dedicated cemetery, there shall be no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent remains until the coroner of the county in which the human remains are discovered has determined, that the remains are not subject to the provisions of Section 27492 of the Government Code or any other related provisions of law concerning investigation of the circumstances, manner and cause of death, and the recommendations concerning treatment and disposition of the human remains have been made to the person responsible for the excavation, or to his or her authorized representative, in the manner provided in Section 5097.98 of the Public Resources Code. • The County Coroner, upon recognizing the remains as being of Native American origin, is responsible to contact the NAHC within 24 hours. The Commission has various powers and duties, including the appointment of a Most Likely Descendant (MLD) to the project. The MLD, or in lieu of the MLD, the NAHC, has the responsibility to provide guidance as to the ultimate disposition of any Native American remains. 			
CUL-2:	Prior to project construction, construction personnel shall be informed of the potential for encountering significant paleontological resources. All construction personnel shall be informed of the need to stop work in the	Contra Costa County Flood Control and Water Conservation District	Prior to start of construction	Confirm and document during construction

APPENDIX B

**Response to Comments
on the
Initial Study/Mitigated Negative Declaration
for the
Three Creeks Parkway Restoration Project**

LIST OF COMMENT LETTERS

1. Contra Costa Health Services (August 4, 2016)
2. Ann Kennedy (August 12, 2016)
3. East Contra Costa County Habitat Conservancy (August 15, 2016)
4. Central Valley Regional Water Quality Control Board (August 25, 2016)
5. Delta Stewardship Council (August 30, 2016)
6. East Bay Regional Park District (September 1, 2016)
7. Chevron (September 1, 2016)
8. City of Brentwood Public Works Department (September 2, 2016)
9. **Governor's Office of Planning and Research (State Clearinghouse)** (September 2, 2016)

COMMENT LETTER #1. CONTRA COSTA HEALTH SERVICES (August 4, 2016)

Comment 1-1: Contra Costa Health Services notes that permits will be required for well or soil boring activities prior to commencing drilling activities and abandoned wells and septic tanks must be destroyed under permit.

Response: Comments have been noted and forwarded to the project design team. No further response is necessary.

WILLIAM B. WALKER, M.D.
HEALTH SERVICES DIRECTOR
RANDALL L. SAWYER
CHIEF ENVIRONMENTAL HEALTH & HAZMAT OFFICER
MARILYN C. UNDERWOOD, PHD, REHS
DIRECTOR OF ENVIRONMENTAL HEALTH



CONTRA COSTA
ENVIRONMENTAL HEALTH
2120 Diamond Blvd., Suite 200
Concord, California 94520
Ph (925) 692-2500
Fax (925) 692-2502
www.cchealth.org/eh/

August 4, 2016

Claudia Gemberling
Contra Costa Public Works Department
255 Glacier Dr.
Martinez, CA 94553

RE: Three Creeks Parkway Restoration (CP 16-39)
Marsh Creek Channel
APN Various

Dear Ms. Gemberling:

The Contra Costa Environmental Health Division (CCEHD) has received a request for agency comments for the above referenced project. The following are our comments:

1. A permit from CCEHD is required for any well or soil boring prior to commencing drilling activities, including those associated with water supply, environmental investigation and cleanup, or geotechnical investigation.
2. Any abandoned wells (water, environmental, or geotechnical) and septic tanks must be destroyed under permit from CCEHD. If the existence of such wells or septic tanks are known in advance or discovered during construction or other activities, these must be clearly marked, kept secure, and destroyed pursuant to CCEHD requirements.

1-1

These comments do not limit an applicant's obligation to comply with all applicable laws and regulations. If you should have any questions, please feel free to call me at (925) 692-2535.

Sincerely

Joseph G. Doser, R.E.H.S.
Supervising Environmental Health Specialist

JGD:tf



COMMENT LETTER #2. ANN KENNEDY (August 12, 2016)

Comment 2-1: Ms. Kennedy notes that she lives next to Marsh Creek between Deer Creek and Sand Creek and endorses the restoration project and offers citizen volunteers if needed; also suggested to plant milkweed for the monarch butterflies.

Response: Letter in support of this project is acknowledged. Plant suggestion has been noted and forwarded to the project design team for consideration. No further response is necessary.

Claudia Gemberling

From: Ann Kennedy <annwkennedy@att.net>
Sent: Friday, August 12, 2016 11:43 AM
To: Claudia Gemberling
Subject: Three Creeks Parkway Restoration

Follow Up Flag: Follow up
Flag Status: Flagged

Dear Ms. Gemberling

I wholeheartedly endorse this restoration. Living next to Marsh Creek between Deer Creek and Sand Creek makes us sensitive to the need to restore the natural beauty to this area. If there is anything to be done by citizen volunteers don't hesitate to call on us. Also don't forget to plant milkweed for the monarch butterflies.

2-1

Thanks. Ann Kennedy

Sent from my iPhone

**COMMENT LETTER #3. EAST CONTRA COSTA COUNTY HABITAT
CONSERVANCY** (August 15, 2016)

Comment 3-1: The East Contra Costa County Habitat Conservancy notes that the East Contra Costa County HCP/NCCP take coverage should be listed in Section 2.7 Permits and Approvals Required and pointed out that the East Contra Costa County Habitat Conservancy is first abbreviated as ECCCHC on page 4 but then called out differently on page 34 (as the Conservancy) and 37 (as the Habitat Conservancy).

Response: Comments noted and included in this CEQA record for the final IS/MND. No further response is necessary.

Claudia Gemberling

From: Claudia Gemberling
Sent: Thursday, August 18, 2016 2:12 PM
To: 'Joanne Chiu'
Cc: Abigail Fateman
Subject: RE: CEQA - Three Creeks Parkway Restoration Project, Brentwood

Thank you for your comments Joanne. Mike Wood has not started the PSR application. Anticipating he will do that in October. The IS/MND discusses the habitat assessment/surveys conducted in support of CEQA. Let me know if you have any other questions.

Thanks.

Claudia Gemberling
(925) 313-2192

From: Joanne Chiu [<mailto:Joanne.Chiu@dcd.cccounty.us>]
Sent: Monday, August 15, 2016 4:34 PM
To: Claudia Gemberling
Cc: Abigail Fateman
Subject: RE: CEQA - Three Creeks Parkway Restoration Project, Brentwood

Hi Claudia,

I have fairly minor comments.

- Page 19, Section 2.7 Permits and Approvals Required, should include ECCC HCP/NCCP take coverage, as discussed in the bio section.
- The East Contra Costa County Habitat Conservancy is first abbreviated as ECCCHC on p. 4 but then called out differently on p. 34 (as the Conservancy) and 37 (as the Habitat Conservancy). Not a big deal but a consistency thing.

3-1

Has Mike Wood completed the HCP/NCCP PSR application? The IS/MND discusses planning surveys that were performed by Wood Biological Consulting in 2015 and 2016. Is the application ready for review?

Thank you,
Joanne

From: Claudia Gemberling [<mailto:claudia.gemberling@pw.cccounty.us>]
Sent: Wednesday, August 03, 2016 12:07 PM
To: Abigail Fateman
Cc: Allison Van Dorn; Joanne Chiu
Subject: CEQA - Three Creeks Parkway Restoration Project, Brentwood

Hi Abby, the CEQA document for the Three Creeks Parkway Restoration project along Marsh Creek in Brentwood is out for public review. The 30-day review period is August 3 – September 2. The CEQA document is posted at the PWD link: <http://ca-contracostacounty2.civicplus.com/4841/Public-Input> and DCD link: <http://www.co.contra-costa.ca.us/4841/Public-Input>. Let me know if you have any questions. Otherwise, provide any comments you may have. Thanks!

COMMENT LETTER #4. CENTRAL VALLEY REGIONAL WATER QUALITY CONTROL BOARD (August 25, 2016)

Comment 4-1: The Central Valley Regional Water Quality Control Board (Central Valley Water Board) states that their agency is delegated with the responsibility of protecting the quality of surface and ground waters of the state and as such their comments will address concerns surrounding those issues. The Central Valley Water Board is required to formulate and adopt Basin Plans for all areas within the Central Valley region under Section 13240 of the Porter-Cologne Water Quality Control Act which requires each Basin Plan contain water quality objectives to ensure reasonable protection of beneficial uses as well as a program of implementation for achieving water quality objectives. The Central Valley Water Board further notes that all wastewater discharges must comply with the Antidegradation Policy contained in the Basin Plan. The Central Valley Water Board offers links for more information.

Response: Comments noted. No further response is necessary.

Comment 4-2: The Central Valley Water Board notes various permits that may be required for the project if applicable (Construction Storm Water General Permit, Phase I and II Municipal Separate Storm Sewer System (MS4) Permits, Industrial Storm Water General Permit, Clean Water Act Section 404 Permit, Clean Water Act Section 401 Permit – Water Quality Certification, Waste Discharge Requirements – Discharges to Waters of the State, Dewatering Permit, Regulatory Compliance for Commercially Irrigated Agriculture, Low or Limited Threat General National Discharge Elimination System (NPDES) Permit, NPDES Permit).

Response: As noted in Section 2.7 “Permits and Approvals Required” the project will require a Clean Water Act Section 404 permit from the U.S. Army Corps of Engineers and Section 401 permit - Water Quality Certification from the Central Valley Water Board, and Section 2.9 “Hydrology and Water Quality” notes that a NPDES *General Permit for Storm Water Discharges Associated with Construction and Land Disturbances* will be obtained. Other permits noted will be considered and obtained if applicable to the project.

AUG 29 2016

Environmental

EDMUND G. BROWN JR.
GOVERNORMATTHEW RODRIGUEZ
SECRETARY FOR
ENVIRONMENTAL PROTECTION**Central Valley Regional Water Quality Control Board**

25 August 2016

Claudia Gemberling
Contra Costa County
Department of Conservation and Development
255 Glacier Drive
Martinez, CA 94553

CERTIFIED MAIL
91 7199 9991 7035 8360 9782

**COMMENTS TO REQUEST FOR REVIEW FOR THE MITIGATED NEGATIVE
DECLARATION, THREE CREEKS PARKWAY RESTORATION PROJECT,
SCH# 2016082008, CONTRA COSTA COUNTY**

Pursuant to the State Clearinghouse's 3 August 2016 request, the Central Valley Regional Water Quality Control Board (Central Valley Water Board) has reviewed the *Request for Review for the Mitigated Negative Declaration* for the Three Creeks Parkway Restoration Project, located in Contra Costa County.

Our agency is delegated with the responsibility of protecting the quality of surface and groundwaters of the state; therefore our comments will address concerns surrounding those issues.

I. Regulatory Setting

Basin Plan

The Central Valley Water Board is required to formulate and adopt Basin Plans for all areas within the Central Valley region under Section 13240 of the Porter-Cologne Water Quality Control Act. Each Basin Plan must contain water quality objectives to ensure the reasonable protection of beneficial uses, as well as a program of implementation for achieving water quality objectives with the Basin Plans. Federal regulations require each state to adopt water quality standards to protect the public health or welfare, enhance the quality of water and serve the purposes of the Clean Water Act. In California, the beneficial uses, water quality objectives, and the Antidegradation Policy are the State's water quality standards. Water quality standards are also contained in the National Toxics Rule, 40 CFR Section 131.36, and the California Toxics Rule, 40 CFR Section 131.38.

The Basin Plan is subject to modification as necessary, considering applicable laws, policies, technologies, water quality conditions and priorities. The original Basin Plans were adopted in 1975, and have been updated and revised periodically as required, using Basin Plan amendments. Once the Central Valley Water Board has adopted a Basin Plan amendment in noticed public hearings, it must be approved by the State Water Resources

Control Board (State Water Board), Office of Administrative Law (OAL) and in some cases, the United States Environmental Protection Agency (USEPA). Basin Plan amendments only become effective after they have been approved by the OAL and in some cases, the USEPA. Every three (3) years, a review of the Basin Plan is completed that assesses the appropriateness of existing standards and evaluates and prioritizes Basin Planning issues.

For more information on the *Water Quality Control Plan for the Sacramento and San Joaquin River Basins*, please visit our website:

http://www.waterboards.ca.gov/centralvalley/water_issues/basin_plans/.

Antidegradation Considerations

All wastewater discharges must comply with the Antidegradation Policy (State Water Board Resolution 68-16) and the Antidegradation Implementation Policy contained in the Basin Plan. The Antidegradation Policy is available on page IV-15.01 at:

http://www.waterboards.ca.gov/centralvalleywater_issues/basin_plans/sacsjr.pdf

In part it states:

Any discharge of waste to high quality waters must apply best practicable treatment or control not only to prevent a condition of pollution or nuisance from occurring, but also to maintain the highest water quality possible consistent with the maximum benefit to the people of the State.

This information must be presented as an analysis of the impacts and potential impacts of the discharge on water quality, as measured by background concentrations and applicable water quality objectives.

The antidegradation analysis is a mandatory element in the National Pollutant Discharge Elimination System and land discharge Waste Discharge Requirements (WDRs) permitting processes. The environmental review document should evaluate potential impacts to both surface and groundwater quality.

II. Permitting Requirements

Construction Storm Water General Permit

Dischargers whose project disturb one or more acres of soil or where projects disturb less than one acre but are part of a larger common plan of development that in total disturbs one or more acres, are required to obtain coverage under the General Permit for Storm Water Discharges Associated with Construction Activities (Construction General Permit), Construction General Permit Order No. 2009-009-DWQ. Construction activity subject to this permit includes clearing, grading, grubbing, disturbances to the ground, such as stockpiling, or excavation, but does not include regular maintenance activities performed to restore the original line, grade, or capacity of the facility. The Construction General Permit requires the development and implementation of a Storm Water Pollution Prevention Plan

4-1

4-2

(SWPPP).

For more information on the Construction General Permit, visit the State Water Resources Control Board website at:

http://www.waterboards.ca.gov/water_issues/programs/stormwater/constpermits.shtml.

Phase I and II Municipal Separate Storm Sewer System (MS4) Permits¹

The Phase I and II MS4 permits require the Permittees reduce pollutants and runoff flows from new development and redevelopment using Best Management Practices (BMPs) to the maximum extent practicable (MEP). MS4 Permittees have their own development standards, also known as Low Impact Development (LID)/post-construction standards that include a hydromodification component. The MS4 permits also require specific design concepts for LID/post-construction BMPs in the early stages of a project during the entitlement and CEQA process and the development plan review process.

For more information on which Phase I MS4 Permit this project applies to, visit the Central Valley Water Board website at:

http://www.waterboards.ca.gov/centralvalley/water_issues/storm_water/municipal_permits/.

For more information on the Phase II MS4 permit and who it applies to, visit the State Water Resources Control Board at:

http://www.waterboards.ca.gov/water_issues/programs/stormwater/phase_ii_municipal.shtml

Industrial Storm Water General Permit

Storm water discharges associated with industrial sites must comply with the regulations contained in the Industrial Storm Water General Permit Order No. 2014-0057-DWQ.

For more information on the Industrial Storm Water General Permit, visit the Central Valley Water Board website at:

http://www.waterboards.ca.gov/centralvalley/water_issues/storm_water/industrial_general_permits/index.shtml.

Clean Water Act Section 404 Permit

If the project will involve the discharge of dredged or fill material in navigable waters or wetlands, a permit pursuant to Section 404 of the Clean Water Act may be needed from the United States Army Corps of Engineers (USACOE). If a Section 404 permit is required by the USACOE, the Central Valley Water Board will review the permit application to ensure that discharge will not violate water quality standards. If the project requires surface water

¹ Municipal Permits = The Phase I Municipal Separate Storm Water System (MS4) Permit covers medium sized Municipalities (serving between 100,000 and 250,000 people) and large sized municipalities (serving over 250,000 people). The Phase II MS4 provides coverage for small municipalities, including non-traditional Small MS4s, which include military bases, public campuses, prisons and hospitals.

drainage realignment, the applicant is advised to contact the Department of Fish and Game for information on Streambed Alteration Permit requirements.

If you have any questions regarding the Clean Water Act Section 404 permits, please contact the Regulatory Division of the Sacramento District of USACOE at (916) 557-5250.

Clean Water Act Section 401 Permit – Water Quality Certification

If an USACOE permit (e.g., Non-Reporting Nationwide Permit, Nationwide Permit, Letter of Permission, Individual Permit, Regional General Permit, Programmatic General Permit), or any other federal permit (e.g., Section 10 of the Rivers and Harbors Act or Section 9 from the United States Coast Guard), is required for this project due to the disturbance of waters of the United States (such as streams and wetlands), then a Water Quality Certification must be obtained from the Central Valley Water Board prior to initiation of project activities. There are no waivers for 401 Water Quality Certifications.

Waste Discharge Requirements – Discharges to Waters of the State

If USACOE determines that only non-jurisdictional waters of the State (i.e., “non-federal” waters of the State) are present in the proposed project area, the proposed project may require a Waste Discharge Requirement (WDR) permit to be issued by Central Valley Water Board. Under the California Porter-Cologne Water Quality Control Act, discharges to all waters of the State, including all wetlands and other waters of the State including, but not limited to, isolated wetlands, are subject to State regulation.

For more information on the Water Quality Certification and WDR processes, visit the Central Valley Water Board website at:

http://www.waterboards.ca.gov/centralvalley/help/business_help/permit2.shtml.

Dewatering Permit

If the proposed project includes construction or groundwater dewatering to be discharged to land, the proponent may apply for coverage under State Water Board General Water Quality Order (Low Risk General Order) 2003-0003 or the Central Valley Water Board's Waiver of Report of Waste Discharge and Waste Discharge Requirements (Low Risk Waiver) R5-2013-0145. Small temporary construction dewatering projects are projects that discharge groundwater to land from excavation activities or dewatering of underground utility vaults. Dischargers seeking coverage under the General Order or Waiver must file a Notice of Intent with the Central Valley Water Board prior to beginning discharge.

For more information regarding the Low Risk General Order and the application process, visit the Central Valley Water Board website at:

http://www.waterboards.ca.gov/board_decisions/adopted_orders/water_quality/2003/wqo/wqo2003-0003.pdf

For more information regarding the Low Risk Waiver and the application process, visit the Central Valley Water Board website at:

http://www.waterboards.ca.gov/centralvalley/board_decisions/adopted_orders/waivers/r5-2013-0145_res.pdf

Regulatory Compliance for Commercially Irrigated Agriculture

If the property will be used for commercial irrigated agricultural, the discharger will be required to obtain regulatory coverage under the Irrigated Lands Regulatory Program. There are two options to comply:

1. **Obtain Coverage Under a Coalition Group.** Join the local Coalition Group that supports land owners with the implementation of the Irrigated Lands Regulatory Program. The Coalition Group conducts water quality monitoring and reporting to the Central Valley Water Board on behalf of its growers. The Coalition Groups charge an annual membership fee, which varies by Coalition Group. To find the Coalition Group in your area, visit the Central Valley Water Board's website at: http://www.waterboards.ca.gov/centralvalley/water_issues/irrigated_lands/app_approval/index.shtml; or contact water board staff at (916) 464-4611 or via email at IrrLands@waterboards.ca.gov.
2. **Obtain Coverage Under the General Waste Discharge Requirements for Individual Growers, General Order R5-2013-0100.** Dischargers not participating in a third-party group (Coalition) are regulated individually. Depending on the specific site conditions, growers may be required to monitor runoff from their property, install monitoring wells, and submit a notice of intent, farm plan, and other action plans regarding their actions to comply with their General Order. Yearly costs would include State administrative fees (for example, annual fees for farm sizes from 10-100 acres are currently \$1,084 + \$6.70/Acre); the cost to prepare annual monitoring reports; and water quality monitoring costs. To enroll as an Individual Discharger under the Irrigated Lands Regulatory Program, call the Central Valley Water Board phone line at (916) 464-4611 or e-mail board staff at IrrLands@waterboards.ca.gov.

4-2

Low or Limited Threat General NPDES Permit

If the proposed project includes construction dewatering and it is necessary to discharge the groundwater to waters of the United States, the proposed project will require coverage under a National Pollutant Discharge Elimination System (NPDES) permit. Dewatering discharges are typically considered a low or limited threat to water quality and may be covered under the General Order for *Dewatering and Other Low Threat Discharges to Surface Waters* (Low Threat General Order) or the General Order for *Limited Threat Discharges of Treated/Untreated Groundwater from Cleanup Sites, Wastewater from Superchlorination Projects, and Other Limited Threat Wastewaters to Surface Water* (Limited Threat General Order). A complete application must be submitted to the Central Valley Water Board to obtain coverage under these General NPDES permits.

For more information regarding the Low Threat General Order and the application process, visit the Central Valley Water Board website at:

http://www.waterboards.ca.gov/centralvalley/board_decisions/adopted_orders/general_orders/r5-2013-0074.pdf

For more information regarding the Limited Threat General Order and the application process, visit the Central Valley Water Board website at:

http://www.waterboards.ca.gov/centralvalley/board_decisions/adopted_orders/general_orders/r5-2013-0073.pdf

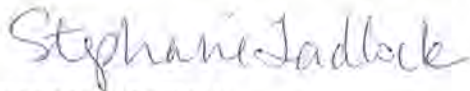
NPDES Permit

If the proposed project discharges waste that could affect the quality of the waters of the State, other than into a community sewer system, the proposed project will require coverage under a National Pollutant Discharge Elimination System (NPDES) permit. A complete Report of Waste Discharge must be submitted with the Central Valley Water Board to obtain a NPDES Permit.

For more information regarding the NPDES Permit and the application process, visit the Central Valley Water Board website at:

http://www.waterboards.ca.gov/centralvalley/help/business_help/permit3.shtml

If you have questions regarding these comments, please contact me at (916) 464-4644 or Stephanie.Tadlock@waterboards.ca.gov.



Stephanie Tadlock
Environmental Scientist

cc: State Clearinghouse unit, Governor's Office of Planning and Research, Sacramento

COMMENT LETTER #5. DELTA STEWARDSHIP COUNCIL (August 30, 2016)

Comment 5-1: Delta Plan Policies: Delta Stewardship Council (Council) notes that the Delta Plan includes 14 regulatory policies that are applicable to all covered actions and provides a few key regulatory policies that may be applicable to the project and provides staff contact information for guidance.

Response: The project proponents will consult with the Council to ensure the project is consistent with the Delta Plan regulatory policies as applicable to the project.

Comment 5-2: Best Available Science and Adaptive Management: Delta Plan Policy G P1 "Detailed Findings to Establish Consistency with the Delta Plan" calls for covered actions to document use of best available science which should be consistent with criteria listed in Appendix 1A "Best Available Science" of the Delta Plan regulations such as relevance, inclusiveness, and objectivity.

Delta Plan Policy G P1 also calls for ecosystem restoration projects to include adequate provisions for continued implementation of adaptive management, appropriate to the scope of the action; this requirement can be satisfied through development of an adaptive management plan that is consistent with the framework described in Appendix 1B "Adaptive Management" of the Delta Plan along with documentation of adequate resources to implement the proposed adaptive management process.

The Council provided the Delta Science Program contact information for consultation to assist in document preparation for use of best available science and adaptive management.

Response: The project will ensure consistency with Delta Plan Policy G P1 as well as implement the Best Available Science criteria listed in Table 1A-1 of Appendix 1A (Relevance, Inclusiveness, Objectivity, Transparency and Openness, Timeliness, Peer Review) and an Adaptive Management plan described in Appendix 1B which provides a framework to plan, implement, evaluate and respond as applicable to the project.

Comment 5-3: Mitigation Measures: Delta Plan Policy GP 1 also requires that actions not exempt from CEQA and subject to Delta Plan regulations must include applicable feasible mitigation measures consistent with those identified in the Delta Plan Program Environmental Impact Report (PEIR) or substitute mitigation measures that are equally or more effective. The Council also notes that the Delta Plan Mitigation and Monitoring Reporting Program (MMRP) should be used to ensure compliance with the Delta Plan mitigation measures and provided a link to the document.

Response: Comments noted. The Delta Plan PEIR MMRP was reviewed and determined that the project MMRP is consistent with the Delta Plan PEIR MMRP as applicable to the project. Nevertheless, the Delta Plan PEIR will be referenced should other applicable mitigation measures become warranted that is not already included in the project MMRP.

Comment 5-4: Habitat Restoration: The Council notes that Delta Plan Policy ER P2 “Restore Habitats at Appropriate Elevations” states that habitat restoration must occur at appropriate elevations and be consistent with Appendix 3 “Habitat Restoration” of the Delta Plan regulations, which is an excerpt from the 2011 Draft Ecosystem Restoration Program Conservation Strategy. Appendix 3 describes many ecosystem benefits related to restoring floodplains, however it cautions that such restoration should include investigation and implementation of Best Management Practices (BMPs) to control methylmercury production and transport since periodic wetting and drying makes these areas prone to methylation of mercury. Marsh Creek is currently cited as exceeding water quality standards for mercury on the Central Valley Regional Water Quality Control Board’s 303(d) list of impaired water bodies, making management of mercury issues relevant to the Parkway Project. The Council recommends that the MND specifically address the potential impact of the project to contribute to methylation of legacy mercury in the Marsh Creek watershed and explain how the project either is designed to minimize this impact or includes appropriate mercury related BMPs.

Response: Comments noted. Marsh Creek is listed as impaired for mercury due to an abandoned mercury mine in the upper watershed, but bio-sentinel and chemical surveys over the last two decades have found relatively low levels of mercury and methylmercury in the watershed below Marsh Creek Reservoir, which appears to act as a mercury trap (John Cain, American Rivers, personal communication). Nevertheless, the Central Valley Regional Water Quality Control Board (Central Valley Water Board) has established methylmercury waste load allocations for all dischargers to the Delta through the Sacramento-San Joaquin Delta Estuary Total Maximum Daily Load (TMDL) (Delta Mercury TMDL) with intentions of reducing the mercury concentrations in fish down to levels considered to be protective of people and wildlife who consume fish from the Delta. The Delta Mercury TMDL translates reduced levels of mercury in fish to a water column target of 0.06 nanograms unfiltered methylmercury per liter (ng/L). If the average total methylmercury concentration in a water body exceeds 0.06 ng/L, follow-up actions are required to investigate causes and determine reasonable and foreseeable means of attaining a 0.06 ng/L.

The Contra Costa Clean Water Program (CCCWP) began implementation of a Methylmercury Control Study in 2012 to fulfill requirements of the Central Valley Municipal Regional Stormwater Discharge Permit (Order No. R5-2010-010). A Methylmercury Control Study Work Plan (Amec 2013) was prepared to 1) evaluate the

effectiveness of existing Best Management Practices (BMPs) for the control of methylmercury; 2) evaluate additional or enhanced BMPs, as needed, to reduce mercury and methylmercury discharges to the Delta; and 3) determine the feasibility of meeting methylmercury waste load allocations. Wet year and dry year samples were obtained at several locations along Marsh Creek within the project vicinity from spring 2012 through spring 2015: just upstream and downstream of the City of Brentwood Wastewater Treatment Plant (downstream of the project site), and at the confluences of Sand Creek, Deer Creek, and Dry Creek (all tributaries to Marsh Creek); Sand and Deer Creek confluences occur within the project segment, and Dry Creek is upstream of the project site. Methylmercury concentrations ranged between non-detect to 1.2 ng/L (Contra Costa Clean Water Program, Methylmercury Control Study Progress Report, October 2015).

Creating an intermittently flooded floodplain on Marsh Creek could create a methylated environment resulting in an increased level of methylmercury if there is elemental mercury present. However, based on the hydrology in Marsh Creek, the inundation events have a very short duration and are infrequent, which would presumably limit mercury export into Marsh Creek and the Delta. Further monitoring will be conducted to compare post-project levels to the pre-project data gathered from 2012 to 2015 to help determine whether implementation of this project will have any effect on methylation. Project construction will incorporate applicable BMPs to avoid or minimize off-site sediment transport.

Comment 5-5: Invasive Species: The Council notes that Delta Plan Policy ER P5 states “The potential for new introductions of or improved habitat conditions for nonnative invasive species, striped bass, or bass must be fully considered and avoided or mitigated in a way that appropriately protects the ecosystem.” **Nonnative species**, such as terrestrial and aquatic weeds, are a major obstacle to successful restoration because they affect the survival, health, and distribution of native wildlife and plant species. Although there is little chance of eradicating most established nonnative species, management can be designed to reduced their abundance.

The Council suggests **consideration of incorporating the Delta Plan’s PEIR Biological Resources Mitigation Measure 4-1** which calls for an invasive species management plan to be developed and implemented for any projects that could lead to introduction or facilitation of invasive species establishment. The mitigation requirement also calls for the plan to include nonnative species eradication methods (if eradication is feasible), nonnative species management methods, early detection methods, notification requirements, BMPs for preconstruction, construction, and post construction periods, monitoring, remedial actions and reporting requirements, and provisions for updating the target species list over the lifetime of the project as new invasive species become potential threats to the integrity of the local ecosystems.

Response: Comments noted. The project will implement an invasive species management plan consistent with the Delta Plan's recommendation as applicable to the project.

Comment 5-6: Respect Local Land Use: The Council notes that Delta Plan Policy DP P2 calls for habitat restoration projects to avoid or reduce conflicts with existing uses and to consider comments from local agencies and the Delta Protection Commission. The Council also notes that the MND states the project is consistent with the City of Brentwood General Plan and would not affect any land use of adjoining parcels to the project area, which is primarily designated residential. The MND also describes how the Parkway Project would protect East Bay Regional Park District's Marsh Creek trail by relocating it to new top of the eastern bank under the proposed project.

Response: Comments noted. No further response necessary.

Comment 5-7: Inconsistencies with the Delta Plan: The Council notes that the MND should discuss any inconsistencies between the proposed plan and the Delta Plan and that according to the CEQA Guidelines Appendix G a project that is inconsistent with any applicable land use plan, policy, or regulations may result in a finding of significant impact on the environment.

Response: Comments noted. The project is consistent with the Delta Plan as it is a multi-benefit project that will reduce flood risk associated with a changing climate, improve Delta water quality, restore denuded stream-side habitat, and enhance the Delta as a place. Further, the project will advance water quality recommendations of the Delta Plan to improve environmental water quality by reducing several pollutants conveyed to the Delta by urban and stormwater run-off including nitrates, pathogens, and contaminants with development of new floodplain wetlands and riparian vegetation along the channel that will cleanse polluted run-off that drain to Marsh Creek, Dutch Slough, and eventually to the Delta and Bay. Improving environmental water quality in Marsh Creek is particularly important to further the Delta Plan's goal of protecting Dutch Slough – a priority habitat restoration area.

Comment 5-8: Delta Plan Recommendations: *Protect and Enhance Recreational Opportunities:* The Council notes that the Delta Plan recommends protecting and improving existing recreation opportunities while seeking ways of providing new and better coordinated opportunities. Delta Plan Recommendation DP R11 calls for providing new and protecting existing recreational opportunities in the Delta and Suisun Marsh. Additionally, Recommendation DP R16 states that public agencies owning land should increase opportunities, where feasible, for bank fishing, hunting, levee-top trails, and environmental education.

INITIAL STUDY/MITIGATED NEGATIVE DECLARATION
CONTRA COSTA COUNTY PUBLIC WORKS DEPARTMENT
THREE CREEKS PARKWAY RESTORATION PROJECT (SCH# 2016082008)
COUNTY FLOOD CONTROL DISTRICT #7562-6D8176; COUNTY CEQA FILE #: CP 16-39

The Council also notes that they appreciate that the MND describes how the project would relocate the Marsh Creek trail and how the lower 1,600 feet of the project would be integrated into a new city park and include interpretive signs.

Response: Comments noted. The project is consistent with DP R11 “Provide New and Protect Existing Recreation Opportunities” and DP R16 “Encourage Recreation on Public Lands” as the project will protect and improve the existing creek trail and provide interpretive aides for environmental education for visitors.

Comment 5-9: Final Remarks: The Council notes that they overall support this project and look forward to working with and providing guidance to County staff on the requirements of filing a Delta Plan Certification of Consistency.

Response: Letter in support of this project is acknowledged. No further response necessary.



DELTA STEWARDSHIP COUNCIL

A California State Agency

980 NINTH STREET, SUITE 1500
SACRAMENTO, CALIFORNIA 95814
HTTP://DELTACOUNCIL.CA.GOV
(916) 445-5511

August 30, 2016

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Claudia Gemberling, Environmental Analyst II
Contra Costa County
Public Works Department
255 Glacier Drive
Martinez, CA 94553
Claudia.gemberling@pw.cccounty.us

RE: Three Creeks Parkway Restoration Project Initial Study and Mitigated Negative Declaration, SCH# 2016082008

Dear Ms. Gemberling:

We appreciate the opportunity to comment on the Initial Study and Mitigated Negative Declaration (MND) for the Three Creeks Parkway Restoration Project (hereafter referred to as the "Parkway Project"). The non-profit American Rivers and the Contra Costa County Flood Control and Water Conservation District will implement a project in the City of Brentwood to restore approximately 4,000 linear feet of Marsh Creek and adjacent floodplain and riparian habitat.

As you may know, the Delta Stewardship Council (Council) through the Delta Reform Act was granted specific regulatory and appellate authority over certain actions that take place in whole or in part in the Delta and Suisun Marsh; the Council exercises this authority through the development and implementation of the Delta Plan. The Delta Plan applies a common sense approach based on the best available science to achieve the coequal goals of protecting and enhancing the Delta ecosystem and providing for a more reliable water supply for California, while protecting and enhancing the unique cultural, recreational, and agricultural values of the Delta as an evolving place.

According to the Delta Reform Act, it is the state or local agency approving, funding, or carrying out the project that must determine if that project is a "covered action" subject to Delta Plan regulations, and if so, to file a certification of consistency with the Delta Plan.

"Coequal goals" means the two goals of providing a more reliable water supply for California and protecting, restoring, and enhancing the Delta ecosystem. The coequal goals shall be achieved in a manner that protects and enhances the unique cultural, recreational, natural resource, and agricultural values of the Delta as an evolving place."

Delta Plan Policies

The Delta Plan includes 14 regulatory policies that are applicable to all covered actions. Below we have highlighted a few key regulatory policies from the Delta Plan that may be relevant to the Parkway Project.

5-1

Best Available Science and Adaptive Management

Delta Plan Policy **G P1** (23 California Code of Regulations [CCR] Section 5002) calls for covered actions to document use of best available science. This documentation should be consistent with the criteria listed in Appendix 1A of the Delta Plan regulations (available at <http://deltacouncil.ca.gov/docs/appendix-1a>), which include relevance, inclusiveness, and objectivity.

Additionally, Policy **G P1** calls for ecosystem restoration projects to include adequate provisions for continued implementation of adaptive management, appropriate to the scope of the action; this requirement can be satisfied through the development of an adaptive management plan that is consistent with the framework described in Appendix 1B of the Delta Plan (<http://deltacouncil.ca.gov/docs/appendix-1b>), along with documentation of adequate resources to implement the proposed adaptive management process.

5-2

Staff from the Delta Science Program can provide consultation to assist in preparation of documentation of use of best available science and adaptive management. Please contact Darcy Austin (darcy.austin@deltacouncil.ca.gov) of the Delta Science Program to arrange those discussions.

Mitigation Measures

Delta Plan Policy **G P1** (23 CCR Section 5002) also requires that actions not exempt from the California Environmental Quality Act (CEQA) and subject to Delta Plan regulations must include applicable feasible mitigation measures consistent with those identified in the Delta Plan Program Environmental Impact Report (PEIR) or substitute mitigation measures that are equally or more effective. The Delta Plan Mitigation and Monitoring Reporting Program is to be used to ensure compliance with the Delta Plan mitigation measures and this document is available at http://deltacouncil.ca.gov/sites/default/files/documents/files/Agenda%20Item%206a_attach%202.pdf

5-3

Council staff can provide a slightly reformatted Microsoft Word document version of the MMRP document which may help Contra Costa County staff with the process of cross-referencing between Delta Plan mitigation measures with those in the project's MND.

Habitat Restoration

Delta Plan Policy **ER P2** (23 CCR Section 5006) states that habitat restoration must occur at appropriate elevations and be consistent with Appendix 3 of the Delta Plan regulations, which is an excerpt from the 2011 Draft Ecosystem Restoration Program Conservation Strategy. Appendix 3 describes the many ecosystem benefits related to restoring floodplains, however it also cautions that such restoration should include investigation and implementation of Best Management Practices (BMPs) to control methylmercury production and transport since periodic wetting and drying makes these areas prone to methylation of mercury. Marsh Creek is currently cited as exceeding water quality standards for mercury on the Central Valley Regional Water Quality Control Board's 303(d) list of impaired water bodies, making management of mercury issues relevant to the Parkway Project. We recommend that the MND specifically address the potential impact of the project to contribute to methylation of legacy mercury in the Marsh Creek watershed and explain how the project either is designed to minimize this impact or includes appropriate mercury related BMPs.

5-4

Invasive Species

Delta Plan Policy **ER P5** (23 CCR Section 5009) states, "The potential for new introductions of or improved habitat conditions for nonnative invasive species, striped bass, or bass must be fully considered and avoided or mitigated in a way that appropriately protects the ecosystem." Nonnative species, such as terrestrial and aquatic weeds, are a major obstacle to successful restoration because they affect the survival, health, and distribution of native wildlife and plant species. Although there is little chance of eradicating most established nonnative species, management can be designed to reduce their abundance.

We suggest you consider incorporating into the MND Delta Plan PEIR's **Biological Resources Mitigation Measure 4-1** which calls for an invasive species management plan to be developed and implemented for any projects that could lead to introduction or facilitation of invasive species establishment. The plan must ensure that invasive plant species and populations are kept below preconstruction abundance and distribution levels and be based on best available science and developed in consultation with Department of Fish and Wildlife and local experts (e.g., UC Davis, California Invasive Plant Council). This mitigation requirement also calls for the plan to include the following elements:

5-5

- Nonnative species eradication methods (if eradication is feasible)
- Nonnative species management methods
- Early detection methods
- Notification requirements
- Best management practices for preconstruction, construction, and post construction periods
- Monitoring, remedial actions and reporting requirements

- Provisions for updating the target species list over the lifetime of the project as new invasive species become potential threats to the integrity of the local ecosystems

Respect Local Land Use

Delta Plan Policy **DP P2** (23 CCR Section 5011) calls for habitat restoration projects to avoid or reduce conflicts with existing uses and to consider comments from local agencies and the Delta Protection Commission. The MND states that the project is consistent with the City of Brentwood General Plan and would not affect any land use of adjoining parcels to the project area, which is primarily designated residential. The MND also describes how the Parkway Project would protect East Bay Regional Park District's Marsh Creek trail by relocating it to new top of the eastern bank under the proposed project.

5-6

Inconsistencies with the Delta Plan

The MND should discuss any inconsistencies between the proposed plan and the Delta Plan, as required by section 15125(d) of the CEQA Guidelines. Please note that the CEQA guidelines' Appendix G states that a project that is inconsistent with any applicable land use plan, policy, or regulations may result in a finding of significant impact on the environment.

5-7

Delta Plan Recommendations

The Delta Plan contains 74 recommendations, which we encourage project proponents to consider as they design and implement their projects and programs. Although these recommendations are non-regulatory in nature, progress towards their implementation will help with achieving the coequal goals in a manner that protects and enhances the unique values of the Delta.

Protect and Enhance Recreational Opportunities

The Delta Plan recommends protecting and improving existing recreation opportunities while seeking ways of providing new and better coordinated opportunities. Delta Plan Recommendation **DP R11** calls for providing new and protecting existing recreational opportunities in the Delta and Suisun Marsh. Additionally, Recommendation **DP R16** states that public agencies owning land should increase opportunities, where feasible, for bank fishing, hunting, levee-top trails, and environmental education. We appreciate how the MND describes how the project would relocate the Marsh Creek trail and how the lower 1,600 feet of the project would be integrated into a new city park and include interpretive signs.

5-8

Claudia Gemberling, Environmental Analyst II
Contra Costa County
Public Works Department
August 30, 2016
Page 5

Final Remarks

Overall we support Contra Costa County and American Rivers in this initiative to restore habitat along a stretch of urbanized creek in the City of Brentwood. We look forward to working with County staff on this project and, if necessary, provide early consultation to County staff on the requirements of filing a Delta Plan certification of consistency. I encourage you to contact Daniel Huang at Daniel.Huang@deltacouncil.ca.gov for any questions you have regarding issues raised in this comment letter.

5-9

Sincerely,



Cassandra Enos-Nobriga
Deputy Executive Officer
Delta Stewardship Council

COMMENT LETTER #6. EAST BAY REGIONAL PARK DISTRICT (September 1, 2016)

Comment 6-1: The East Bay Regional Park District (Park District) appreciates that the Marsh Creek Trail within the project area will be located above the 100-year flood plain zone which will avoid increased maintenance costs and potential trail closures. The project is considering a pervious surface for the trail as part of the proposal required by the East Contra Costa County Habitat Conservancy. The Park District comments that they maintain a portion of the Marsh Creek Trail and requests that a local funding mechanism be established to accommodate additional maintenance required for this type of surface.

Response: The Contra Costa County Flood Control District has been having discussions with the City of Brentwood Parks and Recreation Department about the local funding mechanism and the City has agreed they'll provide additional funding for the additional maintenance required for this type of surface.

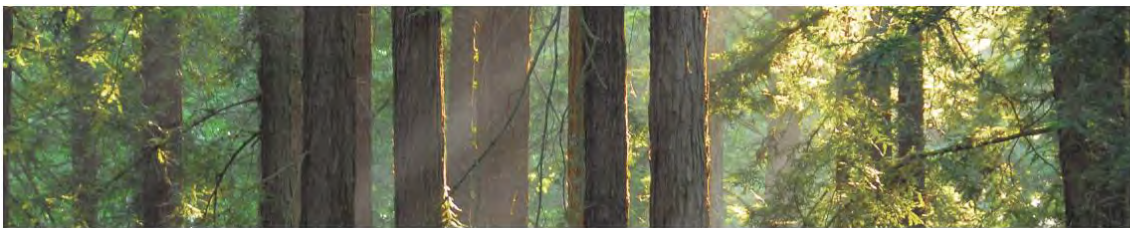
Comment 6-2: The City of Brentwood is proposing to widen Central Blvd. to four (4) lanes by adding a new bridge. The Park District comments safety concerns regarding the increased distance trail users would have to travel across Central Blvd. once additional lanes are added. The Park District supports the trail passing under the bridge(s) and elimination of at grade crossing which is a much safer experience for trail users and may improve traffic flow on Central Blvd. Additional structures required to protect the bridge abutments and trail alignment under the bridge will need to be included in the CEQA analysis.

Response: The project will include armoring under the bridge to protect the bridge and proposed trail undercrossing. The armoring will be a combination of concrete and riprap. The riprap will be vegetated where accessible to sunlight. The MND points out that other locations within the project segment will need to be armored to stabilize slopes which will minimize erosion and provide stabilized slopes for the trail relocation as noted in the Biological Resources, Geology and Soil, and Hydrology and Water Quality sections. No additional structures will be necessary to protect the bridge abutments or trail.

Comment 6-3: The Park District requests that the Contra Costa County Flood Control District design the trail undercrossing to Caltrans Chapter 1000 Class I bikeway standards, which calls for at least ten (10) feet of overhead clearance if possible which will also allow enough clearance for equestrians, emergency vehicles and overhead signage if necessary. The Park District will still need to preserve emergency vehicle and maintenance access through the current on street trail entrances for operational purposes.

INITIAL STUDY/MITIGATED NEGATIVE DECLARATION
CONTRA COSTA COUNTY PUBLIC WORKS DEPARTMENT
THREE CREEKS PARKWAY RESTORATION PROJECT (SCH# 2016082008)
COUNTY FLOOD CONTROL DISTRICT #7562-6D8176; COUNTY CEQA FILE #: CP 16-39

Response: The trail will be designed to the Class I Bikeway standards with the exception that the 10-ft recommended clearance is not achievable under the existing bridge. The design can achieve 8-ft minimum clearance as specified by the Caltrans standards. The Federal Highway Administration standards for equestrians recommends a 12-ft clearance. It is our expectation that equestrians will need to use the Central Blvd. at-grade crossing. Emergency vehicle and maintenance access (EVMA) will be maintained at street level as well.



2950 PERALTA OAKS COURT P.O. BOX 5381 OAKLAND CALIFORNIA 94605-0381 T: 1-888-EBPARKS F: 510-569-4319 TRS RELAY: 711 WWW.EBPARKS.ORG

COMMENT LETTER #6

Claudia Gemberling, Environmental Analyst II
Contra Cost County Public Works Department
255 Glacier Drive
Martinez, CA 94553

RE: Notice of Public Review and Intent to Adopt a Proposed Mitigated Negative Declaration

Dear Ms. Gemberling,

The East Bay Regional Park District (Park District) has reviewed the Initial Study/Mitigated Negative Declaration (IS/MND) for the Three Creeks Parkway Restoration (the project), proposed by the Contra Costa County Flood Control District (CCCFCD). The Park District has a long term commitment to protecting and maintaining open space in Contra Costa County and providing safe non-motorized public transportation and recreational opportunities by way of our Regional Trail Network. The District operates and maintains the Marsh Creek Regional Trail (the Trail) on the east side of Marsh Creek, which is within the project’s scope.

The project proposes to relocate the trail for approximately 0.8 mile as part of the restoration effort of Marsh Creek. The Park District appreciates the CCCFCD’s willingness to relocate the existing trail above the 100 year flood plain to avoid increased maintenance costs and potential trail closures. The CCCFCD is considering a pervious surface for the trail as part of the proposal required by the East Contra Costa Habitat Conservancy. The Park District maintains this portion of the Marsh Creek Trail and requests that a local funding mechanism be established to accommodate additional maintenance required for this type of surface.

6-1

The City of Brentwood is proposing to widen Central Blvd to four (4) lanes by adding a new bridge. The Park District has safety concerns regarding the increased distance trail users would have to travel across Central Blvd. once additional lanes are added. The Park District supports the trail passing under the bridge(s) on Central Blvd. and the elimination of the existing at grade crossing; which is a much safer experience for trail users and may improve traffic flow on Central Blvd. There are several schools within .5 mile of the project, and students and parents will be able to walk/bike to school on a safer route with this improvement. Additional structures required to protect the bridge abutments and trail alignment under the bridge, which may encroach into the creek channel, will need to be included in your CEQA analysis.

6-2

The Park District requests that CCCFCD design the trail undercrossing to Caltrans Chapter 1000 Class I bikeway standards, which calls for at least ten (10) feet of overhead clearance if possible. This also allows enough clearance for equestrians, emergency vehicles and overhead signage if necessary. The Park District will still need to preserve emergency vehicle and maintenance access (EVMA) through the current on street trail entrances for operational purposes.

6-3

The Park District appreciates the opportunity to review the IS/MND and provide comments. We look forward to working with the CCCFCD on this project. Please provide any future information and design plans for Park District review. If you have any questions or concerns, please contact me at (510) 544-2609, or by e-mail at swilson@ebparks.org.

Respectfully,

Suzanne Wilson
Senior Planner – Trails Development

CC – Neoma Lavallo, Planner EBRPD; Sean Dougan, Trails Development Program Manager EBRPD

Board of Directors

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Claudia Gemberling

From: Suzanne Wilson <swilson@ebparks.org>
Sent: Thursday, September 01, 2016 1:53 PM
To: Claudia Gemberling
Cc: Sean Dougan; Neoma Lavalle
Subject: Three Creeks Parkway Restoration Comment Letter
Attachments: Three Creeks Parkway Restortation Comments_EBRPD.pdf

Dear Ms. Gemberling,

Thank you for the opportunity to review and provide comments on the Initial Study/Mitigated negative Declaration for the Three Creeks Parkway Restoration Project. Please the East Bay Regional Park District's comments attached. Don't hesitate to contact me should you have any questions.



Suzanne Wilson

Senior Planner - Trails Development | Trails Development Program

East Bay Regional Park District

2950 Peralta Oaks Court, Oakland, CA 94605

T: 510-544-2609 | F: 510-569-1417

swilson@ebparks.org | www.ebparks.org

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COMMENT LETTER #7. CHEVRON (September 1, 2016)

Comment 7-1: Leidos Engineering LLC, on behalf of Chevron Environmental Management Company (CEMC), describes the background of inactive, historic crude-oil pipelines within the project vicinity and identifies the approximate location of the former Old Valley Pipeline (OVP) and Tidewater Associated Oil Company (TAOC) alignments **with respect to the project's layout. Leidos further states that CEMC conducted risk assessments** at numerous locations within known historical crude-oil release points along the former OVP and TAOC pipelines and analytical results have indicated that the crude-contaminated soil was non-hazardous. If soil affected by the historical release of crude oil from these former pipelines is encountered during construction activities it may be reused as backfill on site. Parties conducting construction activities in the vicinity of these former pipeline rights-of-way may wish to use the information provided in the letter to help prepare for the possibility of encountering pipelines and pipeline-related asbestos-containing materials ACM during the course of their work.

Response: Comments have been noted and forwarded to the project design team. No further response is necessary.



Mike N. Oliphant
Project Manager
Mining and Specialty
Portfolio

**Chevron Environmental
Management Company**
P.O. Box 6012
San Ramon, CA 94583
Tel (925) 842 9922
mike.oliphant@chevron.com

September 1, 2016

Stakeholder Communication – Contra Costa County

Ms. Claudia Gemberling
Environmental Analyst II
Contra Costa County Public Works Department
255 Glacier Drive
Martinez, California 94553

Subject: Comments on the Initial Study and Proposed Mitigated Negative Declaration for the Three Creeks Parkway Restoration Project
Chevron Environmental Management Company
Historical Pipeline Portfolio–Bakersfield to Richmond

Dear Ms. Gemberling:

On behalf of Chevron Environmental Management Company (CEMC), Leidos, Inc. (Leidos; CEMC contract consultant) recently reviewed the Initial Study and Proposed Mitigated Negative Declaration for the Three Creeks Parkway Restoration Project (proposed project). The information contained in this letter may help you to understand something about Chevron's former pipeline operations in the City of Brentwood, as residual weathered crude oil, abandoned pipeline, and asbestos-containing materials (ACM) could potentially be encountered during subsurface construction activities in the vicinity of these former pipeline locations within the existing former pipeline rights of way (ROW).

Portions of the former Old Valley Pipeline (OVP) and Tidewater Associated Oil Company (TAOC) pipelines existed in the vicinity of the proposed project area. These formerly active pipelines were constructed in the early 1900s and carried crude oil from the southern San Joaquin Valley to the San Francisco Bay Area. Pipeline operations for the OVP ceased in the 1940s, and in the 1970s for the TAOC pipelines. When pipeline operations ceased, the pipelines were taken out of commission. The degree and method of decommissioning varied: in some instances the pipelines were removed, while in others they remained in place. Because these pipelines have been decommissioned, with the majority of pipelines having been removed, they are not readily identified as underground utilities through the Underground Service Alert North System or utility surveys. Figure 1 illustrates the locations of the former OVP and TAOC ROWs with respect to the proposed project area. The location of the pipelines shown on Figure 1 is based on historical as-built drawings and the approximated positional accuracy of the alignments is generally +/- 50 feet. The OVP and TAOC pipelines were installed at depths of up to 10 feet below ground surface. The steel pipelines were typically encased in a protective coating composed of coal tar and ACM.

Working under the direction of State regulatory agencies, CEMC conducted risk assessments at numerous locations with known historical crude-oil release points along the former OVP and TAOC pipelines. Analytical results from these risk assessments indicated that the crude-contaminated soil was non-hazardous. Accordingly, it is likely that

September 1, 2016

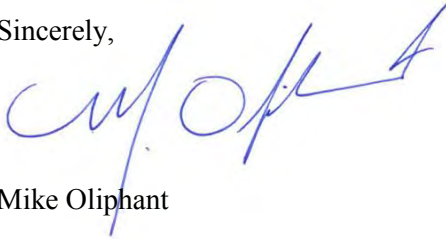
Page 2 of 2

if soil affected by the historical release of crude oil from these former pipelines is encountered during construction activities it may be reused as backfill on site. Properly abandoned crude-oil pipeline may be left in the ground. Parties conducting construction activities in the vicinity of these former pipeline ROWs may wish to use the information provided in this letter to help prepare for the possibility of encountering abandoned pipelines and pipeline-related ACM during the course of their work.

6-1

For more information regarding these historic pipelines, please visit <http://www.hppinfo.com/>. If you would like additional information, or would like to request more detailed maps, please contact Leidos consultants Mike Hurd (michael.t.hurd@leidos.com) at (510) 466-7161 or Tan Hoang (tan.t.hoang@leidos.com) at (916) 979-3742.

Sincerely,



Mike Oliphant

MO/klg

Enclosure:

Figure 1. Historical Pipeline Rights of Way – Lower Reach Improvements

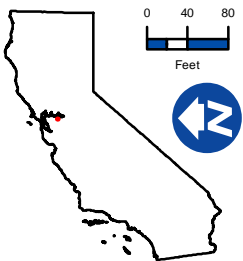
ss

cc: Mr. Mike Hurd – Leidos
475 14th Street, Suite 610, Oakland, California 94612
Mr. Erik Nolthenius – City of Brentwood Planning Division
150 City Park Way, Brentwood, California 94513



FILE: Q:\HPP\BTR\MANAGEMENT\STRATEGY\POTENTIAL_PROJECTS\CONTRA_COSTA\THREECREEKSPARKWAYPROJECTS\FIGURE_1PSEP_FIG1_THREERIVERSPKWY_2016_08.MXD



Map is compiled from data sources that vary in accuracy; features may not be displayed in exact relationship to one another. Do not rely on map for legal information or underground work.



CALIFORNIA LOCATION MAP

-  Historical Old Valley Pipeline (OVP)
-  Historical Tidewater Associated Oil Company (TAOC) Pipeline

HISTORICAL PIPELINE RIGHTS OF WAY

LOWER REACH IMPROVEMENTS
Brentwood, California

DATE: 8/18/2016

ANALYST: HOANGTA

FIGURE:



1

Claudia Gemberling

From: Hoang, Tan T. <TAN.T.HOANG@leidos.com>
Sent: Thursday, September 01, 2016 4:10 PM
To: Claudia Gemberling
Cc: Hurd, Michael T.; Anzelon, Danny B.; planning@brentwoodca.gov
Subject: Comments on the IS/MND for the Three Creeks Parkway Restoration Project
Attachments: Three Creeks MND Comment Letter.pdf

Ms. Gemberling,

On behalf of Chevron Environmental Management Company (CEMC), please see the attached comment letter on the Initial Study and proposed Mitigated Negative Declaration for the Three Creeks Parkway Restoration Project in Brentwood, CA. This letter describes the background of inactive, historic crude-oil pipelines within the project's vicinity, including one map that show the approximate location of the former Old Valley Pipeline (OVP) and Tidewater Associated Oil Company (TAOC) alignments with respect to the lower reach improvements of project area (Figure 1).

Please let me know if you have any questions. A hard copy of this letter will also be mailed to your office.

Thank you.

Tan Hoang, AICP | Leidos

Land Use Planner | Infrastructure

phone: 916.979.3742

tan.t.hoang@leidos.com | leidos.com/infrastructure

Please consider the environment before printing this email.

COMMENT LETTER #8. CITY OF BRENTWOOD PUBLIC WORKS DEPARTMENT

(September 2, 2016)

Comment 8-1: The City of Brentwood Public Works Department (City) suggested to include in the last paragraph of Section 2.2 "Project Location and Surrounding Land Uses" on page 8 that the planned linear city park part of the Pulte development is planned to be under construction during the spring and/or summer of 2017.

Response: Comment noted and is included in this CEQA record for the final IS/MND. No further response is necessary.

Comment 8-2: The City notes that the footnotes to Table 1 in Section 2.4 "Project Components" on page 10 indicate that the parcel numbers and ownership information are shown on Figures 4, 6, and 8, but the information is not shown.

Response: Comment noted. The figures have been updated and included in this CEQA record for the final IS/MND. No further response is necessary.

Comment 8-3: The City commented that Section 2.4.1 "Middle Reach" does not address the "Phase II Design Alternative" widening shown in blue and noted on Figure 7.

Response: The intent was to have an alternative if the sewer line could be relocated in accordance with City requirements.

Comment 8-4: The City recommends not using the term "relocation" in Section 2.4.3 Sewer Line Relocation on page 17 (page number not shown) because the sewer line will remain in place and suggested revising to "Existing Sewer Main".

Response: Comment noted and is included in this CEQA record for the final IS/MND. No further response is necessary.

Comment 8-5: The City recommends changing the wording to "City of Brentwood Encroachment and/or Grading Permit" in Section 2.7 "Permits and Approvals Required" in the last line on page 19 as the City will want to review items such as construction plans, haul truck routes, traffic control, bonds, working hours, and possibly impose conditions such as repair of improvements damaged during construction, periodic coordination with City staff, and potential need for settlement monitoring.

Response: Comment noted and is included in this CEQA record for the final IS/MND. No further response is necessary.

Comment 8-6: The City of Brentwood PWD comments on Section 5.8.2 “Hazards and Hazardous Materials” discussion item g on page 60 that if APN 017-110-011 “DLT Ventures (Griffith)” is not made available for soil stockpiling, it does not appear that the project has adequate space at other locations to stockpile a significant amount of excavated material based on the other parcels identified in Section 2.4, Table 1. This could result in a frequency of haul truck traffic that is worthy of further consideration. **The City’s permit process will help identify the haul routes and traffic control that will be needed to mitigate impacts.**

The City recommends considering less precise language that would leave open the possibility of access from alternative locations. Construction staging may require cycling earthmoving trucks through the project if turn-around space is limited. The City comments that it should be stipulated that access and haul routes will be agreed upon during the design process, prior to construction.

Response: Comments noted. The MND analyzed potential stockpile locations and haul routes. Feasible stockpile locations and haul routes will be finalized during the permit process prior to start of construction.

Comment 8-7: The City comments that while the statement in the “Background” of Section 5.16.1 “Transportation and Traffic” is true for access directly to the creek, other possible access points as shown in Figure 3 should be mentioned and evaluated. The City also comments that it should be noted that some of the streets mentioned may be under developer control, or may be deemed not suitable for haul truck traffic, and therefore not allowed for construction access.

Response: Comments noted. Some of the access points shown in Figure 3 are for public access to existing and planned city parks part of the Pulte Development (i.e., Bella Drive, Island Palm Way) which may not be accessible upon project completion as noted by the City but will be determined during the design process. As noted in discussion items a, b of Section 5.16, construction vehicles would access the project site via local roadways and existing maintenance roads or the regional trail along the creek. Central Blvd. and Dainty Avenue are local roadways that provide access to the project site and trail; the County Flood Control District maintenance road at Sungold Park within the Carmel Estates development is another access point.

Comment 8-8: The City comments that discussion items “a” and “b” in Section 5.16.3 “Transportation and Traffic” on page 75 discusses the duration of construction and construction traffic and suggests noting the number of trips per day that would be needed to achieve those durations. The City also comments that traffic control measures for hauling trucks would likely be justified, and required, as part of an encroachment permit. And, notes that if parcel 017-110-011 would be used for

stockpiling, and subsequent trucking away from the site, the access to that property for trucking would be Minnesota Avenue.

Response: Comments noted. The exact number of trips per day needed to achieve the construction and construction traffic durations will be determined when the contractor obtains the encroachment permit as well as traffic control measures for haul trucks.

Comment 8-9: The City comments on Section 5.17 "Utilities and Service Systems" that even though a conflict or interaction with the existing sewer system, other than adjustments to manhole lids, is extremely unlikely, a response protocol should be created that identifies what actions need to be taken in the event of damage to existing facilities.

The City also comments that the City requires vehicular access over the sanitary sewer main that is not subject to the 100 year flood event and proposed widening near 371+00 would appear to impact that requirement, but widening may have already been accomplished at that location. No typical section for 371+00 is provided to clarify. Relocation of the sanitary sewer main may be necessary to ensure the aforementioned requirement is met.

Response: Comments noted. A response protocol will be prepared prior to construction to address necessary actions in the event of damage to the City's existing facilities.

The existing sewer line location is below the existing top of bank at station 371+00 and is currently below the 100-year flood event. The proposed project will not affect this condition. The proposed project grading begins immediately downstream of station 371+00 and transitions to a widened left bank. The City will have an opportunity to review project plans to ensure an acceptable design.



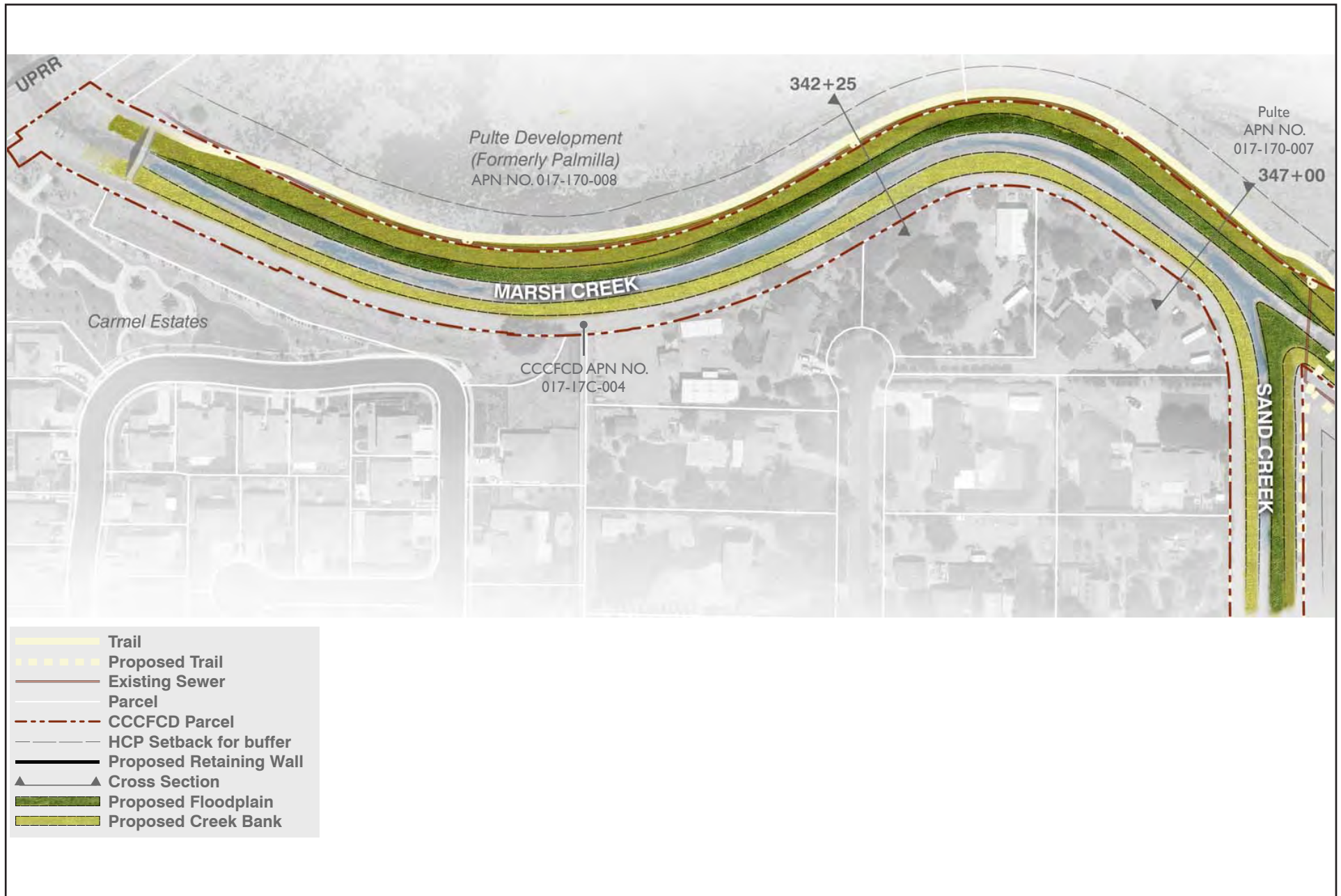
SOURCE: Restoration Design Group, Inc. 2016

FIGURE 4



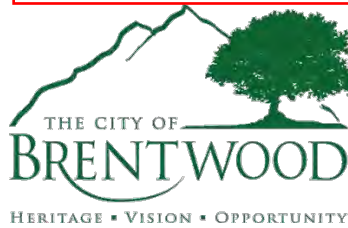
SOURCE: Restoration Design Group, Inc. 2016

FIGURE 6



SOURCE: Restoration Design Group, Inc. 2016

FIGURE 8



September 2, 2016

Contra Costa County Public Works Department
255 Glacier Drive
Martinez, CA 94553
Attn: Claudia Gemberling, Environmental Analyst II

Re: Three Creeks Parkway Restoration
Initial Study – Mitigated Negative Declaration

Dear Ms. Gemberling:

Thank you very much for the opportunity to review the Initial Study – Mitigated Negative Declaration for this important project. City staff has reviewed it and offers the following comments for your consideration:

- 1. Section 2.2 “Project Location and Surrounding Land Uses,” Page 8: In the last paragraph of the section, it may be worth noting that the park is planned to be under construction during the spring and/or summer of 2017. **8-1**
- 2. Section 2.4 “Project Components”, Page 10: The footnotes to Table 1 indicate that the parcel numbers and ownership information are shown on Figures 4, 6, and 8, but the information is not shown. **8-2**
- 3. Section 2.4.1 “Middle Reach”: This section does not address the “Phase II Design Alternative” widening shown in blue and noted on Figure 7. **8-3**
- 4. Section 2.4.3 “Sewer Line Relocation”, Page 17 (page number not shown): I would recommend not using the term “relocation” because the sewer line will remain in place. Maybe something more general like “Existing Sewer Main” would be more appropriate. **8-4**
- 5. Section 2.7 “Permits and Approvals Required”, Page 19, last line: I would recommend changing the wording to “City of Brentwood Encroachment and/or Grading Permit”. With the encroachment permit application process, the city will want to review items such as construction plans, haul truck routes, traffic control, bonds, working hours, and possibly impose conditions such as repair of improvements damaged during construction, periodic coordination with city staff, and potential need for settlement monitoring. **8-5**
- 6. Section 5.8.2, discussion item g, Page 60:
 - a. If APN 017-110-011 “DLT Ventures (Griffith)” is not made available for stockpiling, It does not appear that the project has adequate space at other locations to stockpile a significant amount of excavated material, based on the other parcels identified in the Section 2.4, Table 1. This could result in a frequency of haul truck traffic that is worthy of further consideration. The City’s permit process will help identify the haul routes and traffic control that will be needed to mitigate impacts. **8-6**

PUBLIC WORKS DEPARTMENT

Mailing Address

150 City Park Way, Brentwood, CA 94513

www.brentwoodca.gov

Engineering Division
Physical Address

150 City Park Way, Brentwood, CA 94513
Phone (925) 516-5420 – Fax (925) 516-5421

Operations Division
Physical Address

2201 Elkins Way, Brentwood, CA 94513
Phone (925) 516-6000 – Fax (925) 516-6001

- b. I recommend considering less precise language that would leave open the possibility of access from alternative locations. Construction staging may require cycling earthmoving trucks through the project if turn-around space is limited. It should be stipulated that access and haul routes will be agreed upon during the design process, prior to construction. **8-6**
7. Section 5.16.1, "Background" – While the statement is true for access directly to the creek, what if other access points are possible? Shouldn't those be mentioned and evaluated also? Other access points are shown on the exhibit for Figure 3, but not discussed anywhere else. However, it should also be noted that some of the streets mentioned above may be under developer control, or may be deemed not suitable for haul truck traffic, and therefore not allowed for construction access. **8-7**
8. Section 5.16.3 (.2 was skipped), discussion items "a" and "b", Page 75: In the discussion of duration of construction and construction traffic, it might be useful to see the number of trips per day that would be needed to achieve those durations. Traffic control measures for hauling trucks would likely be justified, and required, as part of an encroachment permit. Also, if parcel017-110-011 would be used for stockpiling, and subsequent trucking away from the site, the access to that property for trucking would be Minnesota Ave. **8-8**
9. Section 5.17, Utilities and Service Systems: Even though a conflict or interaction with the existing sewer system, other than adjustments to manhole lids, is extremely unlikely, a response protocol should be created that identifies what actions need to be taken in the event of damage to the existing facilities. **8-9**

The City of Brentwood requires vehicular access over the sanitary sewer main that is not subject to the 100 yr flood event. Proposed channel widening near 371+00 would appear to impact that requirement, but widening may have already been accomplished at that location. No typical section for 371+00 is provided to clarify. Relocation of the sanitary sewer main may be necessary to ensure the aforementioned requirement is met.

Thank you again for the opportunity to review and comment on the IS/MND. If you have any questions, please feel free to contact me by phone (925-516-5420) or by e-mail (shunn@brentwoodca.gov). The City looks forward to construction of the project.

Very truly yours,



Steven J. Hunn
Senior Engineer

Cc: Miki Tsubota, Director of Public Works / City Engineer
Jack Dhaliwal, Assistant Director of Public Works/Engineering
Steve Kersevan, Engineering Manager
Erik Nolthenius, Planning Manager
Martin Lysons, Assistant City Attorney

Claudia Gemberling

From: Hunn, Steve <shunn@brentwoodca.gov>
Sent: Friday, September 02, 2016 12:25 PM
To: Claudia Gemberling
Cc: Tsubota, Miki; Dhaliwal, Jagtar; Kersevan, Steven; Nolthenius, Erik; Lysons, Martin E.; Silfies, Heather
Subject: RE: Three Creeks Parkway Restoration, IS/MND review
Attachments: Three Creeks IS-MND review R2_SJH-signed.pdf

Claudia,

Please accept my apology for submitting my review letter prematurely. I've attached an updated letter with one item added and another. Please discard the previous letter submitted. Again, please feel free to call if you have any questions or concerns.

Sincerely,
Steve Hunn, Senior Engineer
Public Works/Engineering
925.516.5370

From: Hunn, Steve
Sent: Friday, September 02, 2016 9:09 AM
To: 'Claudia Gemberling'
Cc: Tsubota, Miki; Dhaliwal, Jagtar; Kersevan, Steven; Nolthenius, Erik; Lysons, Martin E.; Silfies, Heather
Subject: Three Creeks Parkway Restoration, IS/MND review

Claudia,

Thank you for the opportunity to review the IS/MND for the proposed Three Creeks Parkway Restoration project, County File No. CP 16-39. Please find attached my letter of review and comment on the IS/MND document. Please feel free to call me with any questions.

Sincerely,
Steve H

COMMENT LETTER #9. STATE CLEARINGHOUSE (September 2, 2016)

Comment 9-1: The Governor's Office of Planning and Research, State Clearinghouse and Planning Unit noted that the IS/MND was submitted to selected state agencies for review and provided the list of those agencies and comments letters received. The Central Valley Regional Water Quality Control Board was the only agency that submitted a comment letter to the State Clearinghouse.

Response: The Central Valley Regional Water Quality Control Board comment letter is addressed in Comment Letter #4 of this package. No further response is necessary.



EDMUND G. BROWN JR.
GOVERNOR

STATE OF CALIFORNIA
GOVERNOR'S OFFICE of PLANNING AND RESEARCH
STATE CLEARINGHOUSE AND PLANNING UNIT



KEN ALEX
DIRECTOR

September 2, 2016

Claudia Gemberling
Contra Costa County
255 Glacier Dr
Martinez, CA 94553



Subject: Three Creeks Parkway Restoration
SCH#: 2016082008

Dear Claudia Gemberling:

The State Clearinghouse submitted the above named Mitigated Negative Declaration to selected state agencies for review. On the enclosed Document Details Report please note that the Clearinghouse has listed the state agencies that reviewed your document. The review period closed on September 1, 2016, and the comments from the responding agency (ies) is (are) enclosed. If this comment package is not in order, please notify the State Clearinghouse immediately. Please refer to the project's ten-digit State Clearinghouse number in future correspondence so that we may respond promptly.

9-1

Please note that Section 21104(c) of the California Public Resources Code states that:

"A responsible or other public agency shall only make substantive comments regarding those activities involved in a project which are within an area of expertise of the agency or which are required to be carried out or approved by the agency. Those comments shall be supported by specific documentation."

These comments are forwarded for use in preparing your final environmental document. Should you need more information or clarification of the enclosed comments, we recommend that you contact the commenting agency directly.

This letter acknowledges that you have complied with the State Clearinghouse review requirements for draft environmental documents, pursuant to the California Environmental Quality Act. Please contact the State Clearinghouse at (916) 445-0613 if you have any questions regarding the environmental review process.

Sincerely,

Scott Morgan
Director, State Clearinghouse

Enclosures
cc: Resources Agency

**Document Details Report
State Clearinghouse Data Base**

SCH# 2016082008
Project Title Three Creeks Parkway Restoration
Lead Agency Contra Costa County

Type MND Mitigated Negative Declaration

Description The County Flood Control and Water Conservation District, in partnership with American Rivers, a non-profit organization that protects rivers and restores damaged rivers, proposes to widen approximately 4,000 lf of the Marsh Creek channel from Dainty Ave to an existing pedestrian bridge just before the UPRR tracks with floodplain benches, which will meet the District's standards for 100-year flood protection, and native riparian vegetation that will enhance habitat and recreation. Some work may occur within the flow line of the creek to create in stream habitat by placing boulders and large woody debris, and the placement of rock slope protection. The project will also include a slight relocation of the existing East Bay Regional Park District Marsh Creek trail along the eastern bank to the new grade.

Lead Agency Contact

Name Claudia Gemberling
Agency Contra Costa County
Phone 925-313-2192 **Fax**
email
Address 255 Glacier Dr
City Martinez **State** CA **Zip** 94553

Project Location

County Contra Costa
City Brentwood
Region
Lat / Long 37° 56' 04" N / 121° 42' 33" W
Cross Streets Central Blvd
Parcel No. 017-17C-004, -20C-XXX
Township 1N **Range** 2E **Section** 12? **Base** MD

Proximity to:

Highways 4
Airports
Railways UPRR
Waterways Marsh Creek
Schools Bristow MS
Land Use Creek: no designation; adjacent land uses: low and medium res density, Ranchette Estate, Park

Project Issues Air Quality; Archaeologic-Historic; Biological Resources; Geologic/Seismic; Noise

Reviewing Agencies Resources Agency; Department of Fish and Wildlife, Region 3; Delta Protection Commission; Department of Parks and Recreation; Central Valley Flood Protection Board; Department of Water Resources; California Highway Patrol; Caltrans, District 4; Regional Water Quality Control Bd., Region 5 (Fresno); Department of Toxic Substances Control; Native American Heritage Commission; Public Utilities Commission

Date Received 08/03/2016 **Start of Review** 08/03/2016 **End of Review** 09/01/2016



9-1-16
t



EDMUND G. BRIDGE JR.
GOVERNOR

MATTHEW RODRIGUEZ
SECRETARY FOR
ENVIRONMENTAL PROTECTION

Central Valley Regional Water Quality Control Board

25 August 2016

Governor's Office of Planning & Research

AUG 31 2016

Claudia Gemberling
Contra Costa County
Department of Conservation and Development
255 Glacier Drive
Martinez, CA 94553

CERTIFIED MAIL

STATE CLEARINGHOUSE 7199 9991 7035 8360 9782

COMMENTS TO REQUEST FOR REVIEW FOR THE MITIGATED NEGATIVE DECLARATION, THREE CREEKS PARKWAY RESTORATION PROJECT, SCH# 2016082008, CONTRA COSTA COUNTY

Pursuant to the State Clearinghouse's 3 August 2016 request, the Central Valley Regional Water Quality Control Board (Central Valley Water Board) has reviewed the *Request for Review for the Mitigated Negative Declaration* for the Three Creeks Parkway Restoration Project, located in Contra Costa County.

Our agency is delegated with the responsibility of protecting the quality of surface and groundwaters of the state; therefore our comments will address concerns surrounding those issues.

I. Regulatory Setting

Basin Plan

The Central Valley Water Board is required to formulate and adopt Basin Plans for all areas within the Central Valley region under Section 13240 of the Porter-Cologne Water Quality Control Act. Each Basin Plan must contain water quality objectives to ensure the reasonable protection of beneficial uses, as well as a program of implementation for achieving water quality objectives with the Basin Plans. Federal regulations require each state to adopt water quality standards to protect the public health or welfare, enhance the quality of water and serve the purposes of the Clean Water Act. In California, the beneficial uses, water quality objectives, and the Antidegradation Policy are the State's water quality standards. Water quality standards are also contained in the National Toxics Rule, 40 CFR Section 131.36, and the California Toxics Rule, 40 CFR Section 131.38.

The Basin Plan is subject to modification as necessary, considering applicable laws, policies, technologies, water quality conditions and priorities. The original Basin Plans were adopted in 1975, and have been updated and revised periodically as required, using Basin Plan amendments. Once the Central Valley Water Board has adopted a Basin Plan amendment in noticed public hearings, it must be approved by the State Water Resources

Control Board (State Water Board), Office of Administrative Law (OAL) and in some cases, the United States Environmental Protection Agency (USEPA). Basin Plan amendments only become effective after they have been approved by the OAL and in some cases, the USEPA. Every three (3) years, a review of the Basin Plan is completed that assesses the appropriateness of existing standards and evaluates and prioritizes Basin Planning issues.

For more information on the *Water Quality Control Plan for the Sacramento and San Joaquin River Basins*, please visit our website:
http://www.waterboards.ca.gov/centralvalley/water_issues/basin_plans/.

Antidegradation Considerations

All wastewater discharges must comply with the Antidegradation Policy (State Water Board Resolution 68-16) and the Antidegradation Implementation Policy contained in the Basin Plan. The Antidegradation Policy is available on page IV-15.01 at:
http://www.waterboards.ca.gov/centralvalleywater_issues/basin_plans/sacsjr.pdf

In part it states:

Any discharge of waste to high quality waters must apply best practicable treatment or control not only to prevent a condition of pollution or nuisance from occurring, but also to maintain the highest water quality possible consistent with the maximum benefit to the people of the State.

This information must be presented as an analysis of the impacts and potential impacts of the discharge on water quality, as measured by background concentrations and applicable water quality objectives.

The antidegradation analysis is a mandatory element in the National Pollutant Discharge Elimination System and land discharge Waste Discharge Requirements (WDRs) permitting processes. The environmental review document should evaluate potential impacts to both surface and groundwater quality.

II. Permitting Requirements

Construction Storm Water General Permit

Dischargers whose project disturb one or more acres of soil or where projects disturb less than one acre but are part of a larger common plan of development that in total disturbs one or more acres, are required to obtain coverage under the General Permit for Storm Water Discharges Associated with Construction Activities (Construction General Permit), Construction General Permit Order No. 2009-009-DWQ. Construction activity subject to this permit includes clearing, grading, grubbing, disturbances to the ground, such as stockpiling, or excavation, but does not include regular maintenance activities performed to restore the original line, grade, or capacity of the facility. The Construction General Permit requires the development and implementation of a Storm Water Pollution Prevention Plan

(SWPPP).

For more information on the Construction General Permit, visit the State Water Resources Control Board website at:

http://www.waterboards.ca.gov/water_issues/programs/stormwater/constpermits.shtml.

Phase I and II Municipal Separate Storm Sewer System (MS4) Permits¹

The Phase I and II MS4 permits require the Permittees reduce pollutants and runoff flows from new development and redevelopment using Best Management Practices (BMPs) to the maximum extent practicable (MEP). MS4 Permittees have their own development standards, also known as Low Impact Development (LID)/post-construction standards that include a hydromodification component. The MS4 permits also require specific design concepts for LID/post-construction BMPs in the early stages of a project during the entitlement and CEQA process and the development plan review process.

For more information on which Phase I MS4 Permit this project applies to, visit the Central Valley Water Board website at:

http://www.waterboards.ca.gov/centralvalley/water_issues/storm_water/municipal_permits/.

For more information on the Phase II MS4 permit and who it applies to, visit the State Water Resources Control Board at:

http://www.waterboards.ca.gov/water_issues/programs/stormwater/phase_ii_municipal.shtml

Industrial Storm Water General Permit

Storm water discharges associated with industrial sites must comply with the regulations contained in the Industrial Storm Water General Permit Order No. 2014-0057-DWQ.

For more information on the Industrial Storm Water General Permit, visit the Central Valley Water Board website at:

http://www.waterboards.ca.gov/centralvalley/water_issues/storm_water/industrial_general_permits/index.shtml.

Clean Water Act Section 404 Permit

If the project will involve the discharge of dredged or fill material in navigable waters or wetlands, a permit pursuant to Section 404 of the Clean Water Act may be needed from the United States Army Corps of Engineers (USACOE). If a Section 404 permit is required by the USACOE, the Central Valley Water Board will review the permit application to ensure that discharge will not violate water quality standards. If the project requires surface water

¹ Municipal Permits = The Phase I Municipal Separate Storm Water System (MS4) Permit covers medium sized Municipalities (serving between 100,000 and 250,000 people) and large sized municipalities (serving over 250,000 people). The Phase II MS4 provides coverage for small municipalities, including non-traditional Small MS4s, which include military bases, public campuses, prisons and hospitals.

drainage realignment, the applicant is advised to contact the Department of Fish and Game for information on Streambed Alteration Permit requirements.

If you have any questions regarding the Clean Water Act Section 404 permits, please contact the Regulatory Division of the Sacramento District of USACOE at (916) 557-5250.

Clean Water Act Section 401 Permit – Water Quality Certification

If an USACOE permit (e.g., Non-Reporting Nationwide Permit, Nationwide Permit, Letter of Permission, Individual Permit, Regional General Permit, Programmatic General Permit), or any other federal permit (e.g., Section 10 of the Rivers and Harbors Act or Section 9 from the United States Coast Guard), is required for this project due to the disturbance of waters of the United States (such as streams and wetlands), then a Water Quality Certification must be obtained from the Central Valley Water Board prior to initiation of project activities. There are no waivers for 401 Water Quality Certifications.

Waste Discharge Requirements – Discharges to Waters of the State

If USACOE determines that only non-jurisdictional waters of the State (i.e., "non-federal" waters of the State) are present in the proposed project area, the proposed project may require a Waste Discharge Requirement (WDR) permit to be issued by Central Valley Water Board. Under the California Porter-Cologne Water Quality Control Act, discharges to all waters of the State, including all wetlands and other waters of the State including, but not limited to, isolated wetlands, are subject to State regulation.

For more information on the Water Quality Certification and WDR processes, visit the Central Valley Water Board website at:

http://www.waterboards.ca.gov/centralvalley/help/business_help/permit2.shtml

Dewatering Permit

If the proposed project includes construction or groundwater dewatering to be discharged to land, the proponent may apply for coverage under State Water Board General Water Quality Order (Low Risk General Order) 2003-0003 or the Central Valley Water Board's Waiver of Report of Waste Discharge and Waste Discharge Requirements (Low Risk Waiver) R5-2013-0145. Small temporary construction dewatering projects are projects that discharge groundwater to land from excavation activities or dewatering of underground utility vaults. Dischargers seeking coverage under the General Order or Waiver must file a Notice of Intent with the Central Valley Water Board prior to beginning discharge.

For more information regarding the Low Risk General Order and the application process, visit the Central Valley Water Board website at:

http://www.waterboards.ca.gov/board_decisions/adopted_orders/water_quality/2003/wqo/wqo2003-0003.pdf

For more information regarding the Low Risk Waiver and the application process, visit the Central Valley Water Board website at:

http://www.waterboards.ca.gov/centralvalley/board_decisions/adopted_orders/waivers/r5-2013-0145_res.pdf

Regulatory Compliance for Commercially Irrigated Agriculture

If the property will be used for commercial irrigated agricultural, the discharger will be required to obtain regulatory coverage under the Irrigated Lands Regulatory Program. There are two options to comply:

1. **Obtain Coverage Under a Coalition Group.** Join the local Coalition Group that supports land owners with the implementation of the Irrigated Lands Regulatory Program. The Coalition Group conducts water quality monitoring and reporting to the Central Valley Water Board on behalf of its growers. The Coalition Groups charge an annual membership fee, which varies by Coalition Group. To find the Coalition Group in your area, visit the Central Valley Water Board's website at: http://www.waterboards.ca.gov/centralvalley/water_issues/irrigated_lands/app_approval/index.shtml; or contact water board staff at (916) 464-4611 or via email at IrrLands@waterboards.ca.gov.
2. **Obtain Coverage Under the General Waste Discharge Requirements for Individual Growers, General Order R5-2013-0100.** Dischargers not participating in a third-party group (Coalition) are regulated individually. Depending on the specific site conditions, growers may be required to monitor runoff from their property, install monitoring wells, and submit a notice of intent, farm plan, and other action plans regarding their actions to comply with their General Order. Yearly costs would include State administrative fees (for example, annual fees for farm sizes from 10-100 acres are currently \$1,084 + \$6.70/Acre); the cost to prepare annual monitoring reports; and water quality monitoring costs. To enroll as an Individual Discharger under the Irrigated Lands Regulatory Program, call the Central Valley Water Board phone line at (916) 464-4611 or e-mail board staff at IrrLands@waterboards.ca.gov.

Low or Limited Threat General NPDES Permit

If the proposed project includes construction dewatering and it is necessary to discharge the groundwater to waters of the United States, the proposed project will require coverage under a National Pollutant Discharge Elimination System (NPDES) permit. Dewatering discharges are typically considered a low or limited threat to water quality and may be covered under the General Order for *Dewatering and Other Low Threat Discharges to Surface Waters* (Low Threat General Order) or the General Order for *Limited Threat Discharges of Treated/Untreated Groundwater from Cleanup Sites, Wastewater from Superchlorination Projects, and Other Limited Threat Wastewaters to Surface Water* (Limited Threat General Order). A complete application must be submitted to the Central Valley Water Board to obtain coverage under these General NPDES permits.

For more information regarding the Low Threat General Order and the application process, visit the Central Valley Water Board website at:

http://www.waterboards.ca.gov/centralvalley/board_decisions/adopted_orders/general_orders/r5-2013-0074.pdf

For more information regarding the Limited Threat General Order and the application process, visit the Central Valley Water Board website at:

http://www.waterboards.ca.gov/centralvalley/board_decisions/adopted_orders/general_orders/r5-2013-0073.pdf

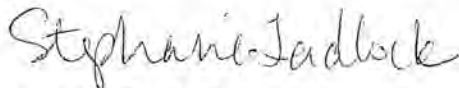
NPDES Permit

If the proposed project discharges waste that could affect the quality of the waters of the State, other than into a community sewer system, the proposed project will require coverage under a National Pollutant Discharge Elimination System (NPDES) permit. A complete Report of Waste Discharge must be submitted with the Central Valley Water Board to obtain a NPDES Permit.

For more information regarding the NPDES Permit and the application process, visit the Central Valley Water Board website at:

http://www.waterboards.ca.gov/centralvalley/help/business_help/permit3.shtml

If you have questions regarding these comments, please contact me at (916) 464-4644 or Stephanie.Tadlock@waterboards.ca.gov.



Stephanie Tadlock
Environmental Scientist

cc: State Clearinghouse unit, Governor's Office of Planning and Research, Sacramento

Addendum No. 1

Three Creeks Parkway Restoration Project

Mitigated Negative Declaration

The following Addendum has been prepared in compliance with CEQA.

Prepared for:

Contra Costa County Flood Control and Water Conservation District
255 Glacier Drive
Martinez, CA 94553
Contact: Claudia Gemberling
(925) 313-2192

and

American Rivers
2150 Allston Way, Suite 320
Berkeley, CA 94704
Contact: John Cain
(510) 809-8010

Prepared by:

Impact Sciences, Inc.
505 14th Street, Suite 1230
Oakland, California 94612

December 2017

1.0 INTRODUCTION

The Three Creeks Parkway Restoration Project in Brentwood, Contra Costa County is a project that is jointly proposed by the Contra Costa County Flood Control and Water Conservation District (“the District” or “CCCFCWCD”) for flood protection and American Rivers, a national non-profit organization that protects wild rivers, restores damaged rivers and conserves clean water for people and nature. The California Environmental Quality Act (CEQA) (Pub. Resources Code, Section 21000, et seq.) requires local governments to conduct environmental review on public and private development projects. On September 27, 2016, the Contra Costa County Board of Supervisors adopted an Initial Study/Mitigated Negative Declaration for the project (“2016 IS/MND”) (State Clearinghouse No. 2016082008) (on file with the District) on the basis of an Initial Study that was prepared and circulated for 30 days, pursuant to Section 15063 of the *CEQA Guidelines* (Title 14, California Code of Regulations, Sections 15000 et seq.). The project evaluated included proposed improvements to an approximately 4,000 linear foot section of Marsh Creek for flood conveyance capacity by widening the channel with a floodplain and floodplain benches and restoration of native vegetation of the creek banks and floodplain (“original project”). While the IS/MND was adopted by the County Board of Supervisors, the proposed project was not approved at that time.

Since then, there have been a few additions to the original project design. These include: (1) the incorporation of an existing water quality basin adjacent to the lower reach of Marsh Creek and improvements to the adjacent City of Brentwood Sungold Park, (2) the use of an adjoining parcel adjacent to the middle reach as a staging area and to place excavated materials, (3) the construction of a clear-span pedestrian bridge, and (4) the use of temporary creek crossings during construction (“updated project”). These proposed additions include a total of approximately 13.45 acres on three parcels that abut the original project area for the evaluation of the updated project.

2.0 PURPOSE OF ADDENDUM

The purpose of this Addendum is to analyze potential impacts that may result from the proposed additions to the original project and to document that the 2016 IS/MND for the original project adequately addresses the potential environmental impacts of the updated project pursuant to CEQA (Pub. Resources Code, Section 21000, et seq.), and that no subsequent or supplemental environmental document is required.

CEQA Guidelines Section 15164(b) states that an addendum to an adopted negative declaration may be prepared if only minor technical changes or additions are necessary or none of the conditions described in Section 15162 calling for the preparation of a subsequent EIR or negative declaration have occurred.

CEQA Guidelines Section 15162(a) provides guidance in this matter and states that “when an EIR has been certified or a negative declaration adopted for a project, no subsequent EIR shall be prepared for that project unless the lead agency determines, on the basis of substantial evidence in the light of the whole record, one or more of the following:

(1) Substantial changes are proposed in the project which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;

(2) Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR or Negative Declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or

(3) New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete or the Negative Declaration was adopted, shows any of the following:

(A) The project will have one or more significant effects not discussed in the previous EIR or negative declaration;

(B) Significant effects previously examined will be substantially more severe than shown in the previous EIR;

(C) Mitigation measures or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or

(D) Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more

significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.”

CEQA Guidelines Section 15164(d) provides that the decision-making body shall consider the addendum in conjunction with the adopted negative declaration prior to making a decision on the project.

Based on the analysis in this Addendum No. 1, the District concludes that the updated project would not result in any new significant adverse impacts, nor an increase in the severity of significant impacts previously identified in the 2016 IS/MND for the original project. Nor would the updated project require the adoption of any new or considerably different mitigation measures or alternatives. Therefore, this Addendum No. 1 is the appropriate form of environmental review required under CEQA and has been prepared to satisfy the requirements of *CEQA Guidelines* Sections 15162 and 15164.

3.0 PROJECT DESCRIPTION

3.1 Summary of the Original Project

The original project is a multi-benefit flood control and creek restoration project to improve flood conveyance capacity and restore native vegetation along an approximately 4,000 linear foot section of Marsh Creek which includes widening the channel with a floodplain and floodplain benches and planting with native vegetation. When implementation is complete, the project would include up to 1.0 acre of frequently inundated floodplain (seasonal wetland), 1.87 acres of woody riparian vegetation, and 1.87 acres of grasslands and native scrub. The project would also enhance habitat and recreation within the watershed.

3.2 Proposed Additions to the Original Project

The District and American Rivers propose to update the original project to incorporate an existing water quality basin and make improvements to the adjacent City of Brentwood Sungold Park, use an adjoining parcel as a staging area and to place excavated materials, construct a clear-span pedestrian bridge across Marsh Creek, and to use temporary creek crossings during construction (**Figure 1**).

As detailed in **Table 1**, the amount of excavation has slightly decreased since the original project due to changes in assumptions regarding how wide the channel could be excavated and project refinements as the design advanced. In addition, with regard to the proposed project

additions, about 5,000 cubic yards of material would be excavated to incorporate the water quality basin. Thus, an increase of 2,000 cubic yards would be excavated as compared to the original project. A total of approximately 26,000 cubic yards of excavated materials would be placed on the Griffith parcel under the updated project.



SOURCE: Restoration Design Group, Inc. 2017

FIGURE 1

Table 1
Excavated Fill Material (in cubic yards)

Reach	Original Project	Project Refinements	Proposed Project Additions	Updated Project
Upper Reach	5,500	+5,000	n/a	10,500
Middle Reach	3,500	-1,000	n/a	2,500
Lower Reach	15,000	-7,000	+5,000	13,000
Total Excavation	24,000	-3,000	+5,000	26,000

Source: *Walking*, 2017.

(1) Lower Reach - Incorporation of Water Quality Basin

There is an existing 0.7-acre linear water quality/detention basin (Assessor Parcel 017-670-040) located between Carmel Estates/Sungold Park and Marsh Creek to detain runoff from the Carmel Estates residential development for treatment before discharge into Marsh Creek (**Figure 2**). The detention basin is enclosed on all sides by a fence. This basin would be incorporated into the project by adding native vegetation including trees and shrubs, creating a creekside mulch path, removing the fences, and lowering the eastern berm of the basin and western bank of the creek (**Figure 2A**). This would allow flood waters from the creek to spill into the basin as needed. The western fence may be reinstalled along the western length of the basin. In addition, a new trail, which would also serve as a District maintenance access road, would be added to the adjacent City of Brentwood Sungold Park (017-670-039, 017-450-065). Other improvements, such as landscaping and a creek overlook with seating and an interpretive area, would be added to showcase the environmental benefits of the project (**Figure 2A**). The total area of improvements would be approximately 3.25 acres.

(2) Middle Reach – Staging Area and Excavated Material Placement on the Griffith Parcel

The Griffith parcel (also known as DLT Ventures or the Hancock parcel) is a 10.2 acre undeveloped property located between Sand and Deer Creeks adjacent to the west side of the middle reach of Marsh Creek (017-110-011) (**Figure 3**). The Griffith parcel is bounded on the north, south, and east by channelized creek and to the west by private residential property. These lands are strictly uplands and are located above the top of bank of all three creeks. The vacant Griffith parcel would be used as a staging area and the placement of excavated material (26,000 cubic yards) for the updated project. The excavated material would be spread across the parcel to elevate the ground surface (**Figure 3A**).

(3) Middle Reach – Pedestrian Bridge

The updated project anticipates the pedestrian bridge would be installed just upstream of Marsh Creek's confluence with Sand Creek near the northeastern corner of the Griffith parcel (**Figure 3**). It is anticipated that the bridge would be 10 feet wide and approximately 100 feet long and would clear-span the creek (there would be no footings in the creek).

(4) Temporary Creek Crossings

The updated project anticipates up to six temporary creek crossings to facilitate construction access between the excavation areas on the east side of Marsh Creek and the Griffith parcel on the west side of Marsh Creek. Temporary creek crossings are proposed across Marsh Creek near the water quality basin in the lower reach, and across Sand, Marsh and Deer creeks to the Griffith parcel on the west bank (**Figure 1**). While Figure 1 shows four crossings locations, the actual number, locations, and design will be determined by the project contractor.

The creek crossings would be installed by placing a temporary culvert in the channel and then placing fill (i.e., clean gravel) that is wrapped in geotextile fabric over the culvert. The fabric would keep the fill separated from the creek environment and would make the removal clean and quick, as the fill would be kept separate from the creek bed materials. The fill material utilized would be free of silt or other contaminants. Each culvert could be up to 60 feet in length. Total area of each crossing would be approximately 2,500 square feet and each crossing would require approximately 600 cubic yards of fill material. The culverts would extend below the ordinary high water mark (OHWM) but fill would be expected to remain mostly above.

The creek crossings would be in place only during the grading operations. Upon completion of grading, the earthen fill, fabric, and pipe would be removed and the original channel conditions restored. As explained further in **Section 4.2** below, any surface flows in these channels at the time of installation would be uninterrupted and Best Management Practices (BMPs) would be in place to ensure there is no release of sediment downstream. However, at least one creek crossing is proposed to remain in place through restoration planting to connect the Griffith parcel on the west side of Marsh Creek with the east side of the creek.

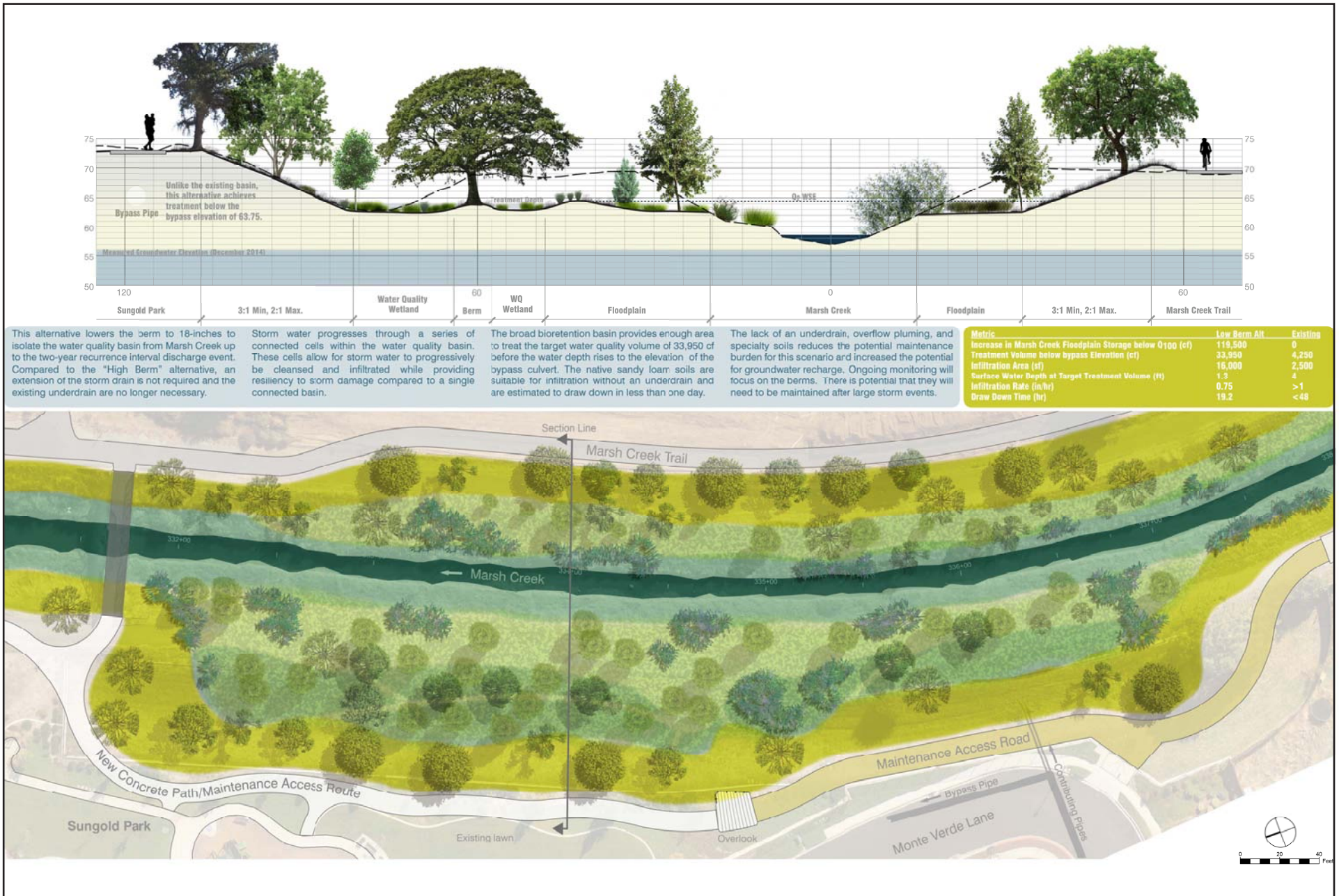
The proposed additions would not affect the duration of project construction; as with the original project, the updated project would still be constructed over a period of approximately two months during the dry season (between April and October) when creek flows are low and the chance of precipitation is low. Plant restoration would occur afterwards (i.e., November to February).



SOURCE: Restoration Design Group, Inc. 2017

FIGURE 2

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SOURCE: Restoration Design Group, Inc. 2017

FIGURE 2A

Incorporation of Water Quality Basin and Improvements to Sungold Park

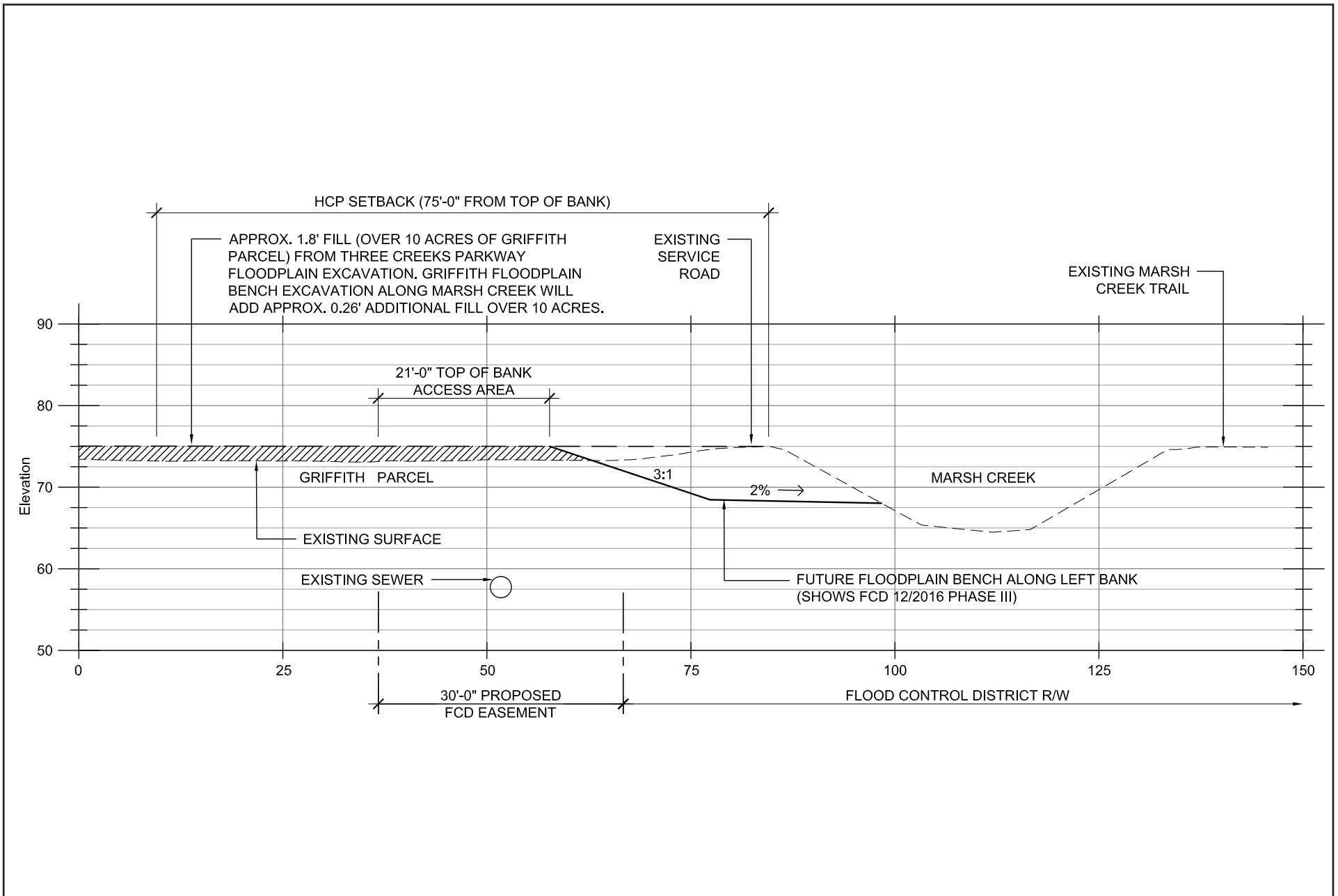
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SOURCE: Restoration Design Group, Inc. 2017

FIGURE 3

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SOURCE: Restoration Design Group, Inc. 2017

FIGURE 3A

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4.0 ENVIRONMENTAL IMPACTS OF THE PROPOSED PROJECT ADDITIONS

The 2016 IS/MND evaluated the potential environmental impacts of the original project under the 17 resource topics included in the CEQA Environmental Checklist. An examination of the proposed additions shows that the updated project would have the potential to affect the previous analysis for six of the 17 resource topics. Those six topics include air quality, biological resources, cultural resources, geology and soils, greenhouse gas emissions, and noise. These six resource topics are examined further in detail in this Addendum. For the remaining 11 resource topics (aesthetics, agriculture and forestry resources, hazards and hazardous materials, hydrology/water quality, land use/planning, mineral resources, population/housing, public services, recreation, transportation/traffic, utilities/service systems), a brief explanation is provided below as to why they do not need to be examined in detail.

Aesthetics

Incorporation of the water quality basin, improvements to the adjacent City of Brentwood Sungold Park, and construction of the pedestrian bridge would not degrade the character of the project area but instead would enhance the aesthetic quality of the area. As the Griffith parcel is currently fallow and undeveloped, placing fill onto the parcel would not cause any significant visual changes. The proposed temporary creek crossings would be in place only during construction and the original channel conditions would be restored after the work is completed. Therefore, the updated project would not result in new or more severe aesthetic impacts; no further discussion in the Addendum is required.

Agriculture and Forestry Resources

The Farmland Mapping and Monitoring Program (FMMP) identifies the project site as Urban and Built-Up Land¹ (California Department of Conservation 2014) and thus, as with the original project, the updated project would not result in the conversion of land designated either as Prime Farmland, Unique Farmland, or Farmland of Statewide Importance to non-agricultural

¹ Land occupied by structures with a building density of at least 1 unit to 1.5 acres, or approximately 6 structures to a 10-acre parcel. This land is used for residential, industrial, commercial, construction, institutional, public administration, railroad and other transportation yards, cemeteries, airports, golf courses, sanitary landfills, sewage treatment, water control structures, and other developed purposes.

use. Therefore, the updated project would not result in new or more significant impacts on farmland; no further discussion in the Addendum is required.

Hazards and Hazardous Materials

According to an EnviroStor database search for known hazardous materials contamination, conducted on October 10, 2017, the project site is not located on a property associated with a hazardous site listed under Government Code Section 65962.5, also known as the Cortese List and thus as with the original project, the updated project would not create a significant hazard to the public or the environment associated with a hazardous site listed under Government Code Section 65962.5. Therefore the updated project would not result in new or more significant impacts related to hazardous materials; no further discussion in the Addendum is required.

Hydrology/Water Quality

Similar to the original project, the updated project would be constructed over a period of approximately two months during the dry season (between April and October) when creek flows are low and the chance of precipitation is low. The updated project would be subject to National Pollutant Discharge Elimination System (NPDES) requirements, and would be required to develop and implement a Stormwater Pollution Prevention Plan (SWPPP). The SWPPP would identify measures (or BMPs) to be implemented during construction activities to control erosion and release of sediment and other pollutants. The SWPPP would also ensure that construction activities would not cause an exceedance of the Central Valley Regional Water Quality Control Board's (RWQCB) water quality standards. The updated project would not increase the amount of impervious surfaces over what was analyzed in the 2016 IS/MND. Therefore, the updated project would not increase the volume of runoff. Additionally, incorporation of the existing water quality basin would improve the water quality of Marsh Creek. Thus, the updated project would not result in new or more significant impacts related to hydrology and water quality; no further discussion in the Addendum is required.

Land Use and Planning

According to the City of Brentwood General Plan Land Use Map (2014), Marsh Creek is mapped as a waterway, Sungold Park is designated as Park (P), and the Griffith parcel and the area containing the water quality basin are designated as Residential-Low Density (R-LD). The updated project would not change the existing or the designated land uses of the affected parcels. Placing excavated fill onto the Griffith parcel would be consistent with the intended land use of the parcel since it would be utilized for development of low density residential housing. Utilizing the vacant and developed Griffith parcel as a temporary staging area would

not result in adverse land use impacts. Thus, the updated project would not result in new or more significant land use impacts; no further discussion in the Addendum is required.

Mineral Resources

There are no known mineral resources on the additional lands of the updated project site. No mineral extraction occurs or is known to have occurred on the updated project site. Therefore, the updated project would not result in new or more severe impacts related to mineral resources; no further discussion in the Addendum is required.

Population/Housing, Public Services, Recreation, Transportation/Traffic, Utilities/Service Systems

Incorporation of the water quality basin and the other proposed additions to the original project would not increase the area population and thus would not result in an increased demand for parks, public services, utilities, or energy resources nor result in increased traffic. The use of the Griffith parcel for a staging area and placement of excavated materials would, in fact, reduce vehicle trips during construction that would have resulted from traveling to a further staging area or off-hauling of excavated materials under the original project. Thus, the updated project would not result in new or more significant impacts related to any of these resource areas; no further discussion in the Addendum is required.

The impacts of the updated project as they relate to air quality, biological resources, cultural resources, geology and soils, greenhouse gas emissions, and noise are examined further in detail below.

4.1 AIR QUALITY

4.1.1 Findings of the Adopted IS/MND

The 2016 IS/MND concluded that with mitigation, the original project would not result in significant air quality impacts or conflict with existing or future air quality planning efforts as follows:

- Construction emissions associated with excavation activities of approximately 24,000 cubic yards of material and associated off-haul trips for the original project were determined to be substantially below thresholds of significance for criteria pollutants. However, construction would result in significant short-term air quality impacts associated with particulate matter (dust). The 2016 IS/MND includes Mitigation Measure

AIR-1 to reduce impacts from dust generated by project construction to a less than significant level.

- Due to the size and nature of the original project, the potential was low for community health risk and hazards from construction-phase emissions of toxic air contaminants (TACs). However, sensitive receptors such as residences and a daycare center are located less than 50 feet, therefore the impact from TACs could be potentially significant and Mitigation Measure AIR-2 was set forth to ensure the impact would be less than significant. The daycare center has since been closed down and is no longer operating at this site.
- The impact from operational emissions of the original project would be less than significant as the land use would remain the same and minimal vehicle trips would be added related to monitoring and maintenance activities.
- Construction and operation would not cause or be affected by odors with incorporation of Mitigation Measure AIR-1 and AIR-2.
- Increases in temporary and long-term air pollutant emissions due to the original project would not result in a cumulatively considerable net increase of any of the pollutants for which the project region is in nonattainment status for federal or state ambient air quality standards with incorporation of Mitigation Measure AIR-1 and AIR-2.

4.1.2 Impact Analysis of Updated Project

The updated project would result in excavation of approximately 26,000 cubic yards of material, 2,000 cubic yards more than the original project. The original project planned for off-hauling the excavated materials approximately 5 miles off-site to the Dutch Slough project site in Oakley, but instead would be placed onto the adjacent Griffith parcel for the updated project.

Construction Phase Impacts

As stated above, the 2016 IS/MND found that construction phase emissions of the original project would be substantially below thresholds of significance for criteria pollutants. Due to the size and nature of the proposed small pedestrian bridge and up to six temporary creek crossings as well as the placement of excavated materials on Griffith parcel, the incremental emissions from additional construction activities would not be substantial enough to increase the total criteria pollutant emissions such that they would exceed the thresholds of significance

for criteria pollutants. Additionally, the 2016 IS/MND analysis of construction emissions included emissions that would be generated from the hauling of excavated materials to a site 5 miles away. With the updated project, even though an additional 2,000 cubic yards of materials would be excavated, instead of being off-hauled, all of the excavated materials would be deposited onto the adjacent Griffith parcel. Thus, the incremental emissions from additional excavation and ground disturbance would be offset by the elimination of off-hauling trips.

As with the original project, due to the scale and short duration of construction activities, there would be a low community health risk and hazard from construction-phase emissions of TACs associated with the updated project. However due to the proximity of sensitive receptors (residences) near the water quality basin and park improvement sites, Mitigation Measure AIR-2 would be implemented to ensure the impact would be less than significant.

In summary, the updated project would not substantially increase construction phase air quality impacts above what was analyzed in the 2016 IS/MND and the same mitigation measures would be implemented to ensure that the impact from the construction of the updated project would be less than significant.

Operational Impacts

Similar to the original project, the updated project would result in no change in land use and no significant permanent increase in vehicle trips. Therefore, similar to the conclusions of the 2016 IS/MND, operational emissions associated with the updated project would not change substantially from existing conditions, and would not exceed the applicable BAAQMD thresholds of significance for operational emissions. The impact from air pollutant emissions during operation would be less than significant.

Finding: The potential impacts of the updated project related to air quality would be similar to those analyzed in the 2016 IS/MND and no new or substantially increased substantially significant impacts would result. Thus, similar to the original project, the updated project would implement the mitigation measures for the original project to ensure construction-related impacts are reduced to a less-than-significant level. No new mitigation is required.

4.2 BIOLOGICAL RESOURCES

4.2.1 *Findings of the Adopted IS/MND*

The 2016 IS/MND concluded that with mitigation, the original project impacts would result in less-than-significant impacts on biological resources as follows:

- No special-status plant species are expected to occur on the project site due to the level of disturbance, the types of soils, lack of suitable habitat or substrate, and geographic isolation from known populations, and therefore, the impact was found to be less than significant.
- The potential exists for nine special-status wildlife species to occur on the project site and numerous other bird species that are protected under the Migratory Bird Treaty Act (MBTA) and California Fish and Game Code (CFGC) to be present – silvery legless lizard, California red-legged frog, Pacific (western) pond turtle, Chinook salmon, steelhead (Central Valley distinct population segment [DPS]), burrowing owl, white-tailed kite, loggerhead shrike, Swainson’s hawk, and many other migratory bird species. Implementation of Mitigation Measures BIO-1, BIO-2, and BIO-3 would reduce impacts to a less-than-significant level.
- Impact on sensitive natural communities and riparian habitat would be less than significant.
- Marsh Creek is expected to qualify as a water of the U.S. and a water of the State. Thus, impacts would result to jurisdictional waters and Mitigation Measure BIO-4 would be implemented to reduce the impact to less than significant.
- Implementation of Mitigation Measure BIO-2 would ensure that temporary impacts to wildlife movement would be less than significant.
- Would not conflict with local policies, ordinances protecting biological resources, or provisions of an adopted HCP/NCCP.

4.2.2 *Impact Analysis of Updated Project*

The updated project would have similar impacts as the original project. In August 2017, Wood Biological Consulting performed a site reconnaissance survey of the additional areas of disturbance for the updated project, including the water quality basin, the area where there

would be improvements to Sungold Park, and the Griffith parcel as summarized below. The survey report is on file with the District.

Special-Status Plant Species

The survey report concluded that there was potential of occurrence for two additional special-status plant species based on an updated search of the California Natural Diversity Database (CNDDDB). Similar to the conclusions of the 2016 IS/MND, the survey report concluded that the presence of all special-status plants can be ruled out due to a lack of suitable habitat or substrate, geographic isolation from known populations, or the fact that they would have been detectable during the survey performed. Therefore, as with the original project, the updated project would not result in an impact on special-status plant species.

Special-Status Wildlife Species

The survey report concluded that there was potential of occurrence for five additional special-status wildlife species based on an updated search of the CNDDDB. Similar to the conclusions of the 2016 IS/MND, implementation of the updated project could affect four federally and/or state listed, candidate or fully protected wildlife species including California red-legged frog, Central Valley steelhead, Swainson's hawk, and white-tailed kite, and five special-status wildlife species, including burrowing owl, Chinook salmon, loggerhead shrike, Pacific pond turtle, and silvery legless lizard. Mitigation Measures BIO-1 through BIO-3 in the 2016 IS/MND would still apply to the updated project to reduce the impact to a less-than-significant level.

Jurisdictional Waters

As noted in the 2016 IS/MND, Marsh Creek is expected to qualify as a water of the U.S. and a water of the State and some of the modifications to Marsh Creek would affect jurisdictional waters. Mitigation Measure BIO-4 is set forth to minimize the impact. Incorporation of the water quality basin would not involve work in an area involving jurisdictional waters. The pedestrian bridge would not impact the creek below the OHWM and it is anticipated that jurisdictional waters would not be affected by the future bridge as it would be clear-span. Placement of excavated materials on the Griffith parcel and using the parcel as a staging area would also not affect jurisdictional waters. Work in the stream channel to install temporary creek crossings could still result in a potential significant impact to jurisdictional waters. Similar to the original project, Mitigation Measure BIO-4 would be implemented to ensure impacts to jurisdictional waters would be reduced to a less-than-significant level.

Wildlife Corridors

The 2016 IS/MND evaluated the potential for the original project to affect wildlife movement, including the potential effects of work in the creek channel on fish movement. The culverts for the proposed temporary land bridges would be positioned in the active channel. However, to maintain channel flows, similar to the original project, Mitigation Measure BIO-4 will be implemented which requires construction in the active channels to be restricted to the dry season (April 15 through October 15). Thus, the culverts for the temporary creek crossings would be installed during the dry season when there are no or low flows and the impact on migratory fish would be less than significant. Furthermore, Mitigation Measure BIO-4 requires all work within the stream channel to be subject to BMPs, which would ensure there would be no release of sediment downstream.

Other Biological Resources

Due to the nature of the proposed project additions, the conclusions of the 2016 IS/MND would remain the same for the updated project in regards to sensitive natural communities, local policies or ordinances, and adopted HCP/NCCP. All impacts would be less than significant or less than significant with implementation of applicable mitigation measures found in the 2016 IS/MND.

Finding: The potential impacts of the updated project on biological resources would be the same as those analyzed in the 2016 IS/MND. As with the original project, the mitigation measures listed in the 2016 IS/MND would be implemented to ensure impacts would be less than significant. Therefore, no new or substantially increased significant impacts would result from the updated project beyond those discussed in the 2016 IS/MND. No new mitigation is required.

4.3 CULTURAL RESOURCES, INCLUDING TRIBAL CULTURAL RESOURCES

4.3.1 Findings of the Adopted IS/MND

The 2016 IS/MND concluded that with mitigation, the original project would not result in significant impacts on cultural resources as follows:

- The original project does not contain any historical resources.
- With regard to archaeological resources, no recorded archaeological resources are known from the project area and there is no evidence of prehistoric, historic deposits, or

prehistoric cultural soils on the project site. However, the banks of Marsh Creek and areas immediately adjacent to Marsh Creek are considered sensitive for prehistoric archaeological deposits and human remains. Thus, Mitigation Measure CUL-1 was set forth to reduce the impacts to unknown historic and prehistoric archaeological resources and human remains to a less than-significant level.

- Excavation on the project site could potentially unearth and inadvertently damage paleontological resources. Mitigation Measure CUL-2 was set forth to reduce the impact on paleontological resources to a less-than-significant level.
- No known tribal cultural resources were identified through contacts with the Native American tribes identified by Native American Heritage Commission (NAHC), and that with implementation of Mitigation Measures CUL-1 and CUL-2, the original project would not affect any unknown tribal cultural resources in the area and therefore, the impact was less than significant.

4.3.2 Impact Analysis of Updated Project

The updated project includes the addition of 13.45 acres of land that abut the original project footprint. William Self Associates (WSA) Staff Archaeologist Patrick Zingerella conducted a pedestrian archaeological examination of the additional areas affected by the updated project on August 28, 2017 (WSA 2017). The survey report is on file with the District. There are no structures on the additional project lands. Therefore, there is no potential for the updated project to affect historic resources. No prehistoric or historic deposits were observed and no evidence of prehistoric cultural soils (midden) was observed during the archaeological survey. Therefore, as with the original project, there would be no significant impacts on any known archaeological resources due to the updated project. However, there would still be a potential to encounter buried archaeological resources or human remains during excavation and grading and Mitigation Measure CUL-1 would apply to the updated project to avoid a significant impact on any resources that are encountered.

The District will need to obtain a permit from the U.S. Army Corps of Engineers (USACE) and other applicable agencies for work within the creek. As part of the review process, the USACE consults with applicable federal agencies. In conjunction with consultation with the State Historic Preservation Office (SHPO), pursuant to Section 106 of the National Historic Preservation Act, the SHPO recommended to the USACE to prepare a monitoring and post-review discovery treatment plan consistent with 36 CFR 800.13(a). Mitigation Measure CUL-1

required initial monitoring by a qualified archaeologist to determine an appropriate level of monitoring for the duration of the project. Since receiving the response from the SHPO requesting a monitoring and post-review discovery treatment plan, Mitigation Measure CUL-1 has been updated to be consistent with the direction provided by the SHPO. The updated Mitigation Measure CUL-1 is presented below with the new text added to the mitigation measure shown in double underline and deleted text shown in strikethrough. In addition, Mitigation Measure CUL-2 would apply to the updated project to avoid a significant impact on any paleontological resources that are encountered. Therefore, the updated project would not significantly impact any known or unknown cultural resources in the area, including tribal cultural resources, and there would be a less than significant impact.

Updated Mitigation Measure CUL-1:

To manage any discoveries during construction, all construction crew workers shall following the procedures detailed in the Monitoring and Post Review Discovery Treatment Plan for the Three Creeks Parkway Restoration Project, Contra Costa County, California.

This document includes provisions for crew training, determines an appropriate level of monitoring for the duration of the project, describes the identification of archaeological resources, and the protocols to follow in the case of accidental discoveries.

~~Crew training, initial monitoring by a qualified archaeologist to determine an appropriate level of monitoring for the duration of the project, and additional spot checks pending the results of the initial monitoring shall be conducted prior to and during ground disturbing activities.~~

~~A qualified archaeologist shall be present on the project site to monitor ground disturbing activities and inspect excavated soils to identify any cultural resources and human remains as deemed appropriate by the qualified archaeologist.~~

~~All construction crew workers shall attend a training session led by a qualified archaeologist that discusses (1) the reasons for archaeological resource monitoring; (2) regulatory policies protecting resources and human remains; (3) basic identification of archaeological resources; and (4) the protocol to follow in case of a discovery of such resources.~~

In accordance with CEQA Guideline §15064.5 (f), should any previously unknown historic or prehistoric resources, including but not limited to charcoal, obsidian or chert flakes, grinding bowls, shell fragments, bone, pockets of dark, friable soils, glass, metal, ceramics, wood, privies, trash deposits or similar debris, be discovered during ground disturbing activities, work within 25 feet of these materials should be stopped until a qualified professional archaeologist has an opportunity to evaluate the potential significance of the find and to consult with the lead agency about what appropriate mitigation would be appropriate to protect the resource.

In the event that human remains, or possible human remains, are encountered during project-related ground disturbance, in any location other than a dedicated cemetery, there shall be no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent remains until the coroner of the county in which the human remains are discovered has determined, that the remains are not subject to the provisions of Section 27492 of the Government Code or any other related provisions of law concerning investigation of the circumstances, manner and cause of death, and the recommendations concerning treatment and disposition of the human remains have been made to the person responsible for the excavation, or to his or her authorized representative, in the manner provided in Section 5097.98 of the Public Resources Code.

The County Coroner, upon recognizing the remains as being of Native American origin, is responsible to contact the NAHC within 24 hours. The Commission has various powers and duties, including the appointment of a Most Likely Descendant (MLD) to the project. The MLD, or in lieu of the MLD, and the NAHC, have the responsibility to provide guidance as to the ultimate disposition of any Native American remains.

Finding: The potential impacts of the updated project on cultural resources would be the same as those analyzed in the 2016 IS/MND, because similar to the original project, the updated project site has no structures that would be considered historic. The site is considered sensitive for archaeological resources due to its location along Marsh, Sand, and Deer Creeks. As with the original project, the mitigation measures listed above would be implemented to avoid significant impacts on previously unknown archaeological resources, human remains, and paleontological resources encountered during construction. With implementation of mitigation measures above, the updated project would not affect any known tribal cultural resources. Therefore, no new or substantially increased significant impacts on cultural and paleontological

resources would result from the updated project beyond those discussed in the 2016 IS/MND. No new mitigation is required.

4.4 GEOLOGY AND SOILS

4.4.1 *Findings of the Adopted IS/MND*

The 2016 IS/MND concluded that with mitigation, the original project would not result in significant impacts related to geology and soils as follows:

- Although the project site lies within a seismically active region, there are no known active faults crossing the project site and the site is not located within an Earthquake Fault Zone. Therefore, ground rupture is unlikely at the project site and the impact would be less than significant.
- The project site could experience ground shaking due to an earthquake of moderate to high magnitude generated within the San Francisco Bay Region and there could be a potentially significant impact. Implementation of Mitigation Measure GEO-1 would reduce the potential for slope deformation in the event of an earthquake and a less than significant impact from seismic ground shaking would occur. Implementation of Mitigation Measure GEO-1 would also ensure that the impact from expansive soils would be less than significant.
- Impact from liquefaction would be less than significant and no impact from landslides would occur.
- Potential soil erosion from construction activities would be controlled with compliance of the NPDES related to construction site runoff and therefore impacts would be less than significant. Further, erosion would be reduced following project completion due to project improvements such as restoration planting of the creek and water quality basin and therefore would be less than significant. The 2016 IS/MND found that the project site is not underlain by unstable soils and the impact would be less than significant.
- No septic tanks or alternative wastewater disposal systems are included in the original project, and there would be no impact.

4.4.2 Impact Analysis of Updated Project

Similar to the original project, the updated project would implement Mitigation Measure GEO-1, which would require all proposed improvements included in the updated project to be constructed in compliance with recommendations specified in Section 3.3 of the Geotechnical Report (ENGEO 2015; on file with the District). Implementation of Mitigation Measure GEO-1 would reduce impacts from seismic ground shaking and expansive soils to a less than significant level. As mentioned above, a SWPPP would be implemented which would include BMPs to control erosion and release of sediment and other pollutants from the project additions. Thus, similar to the conclusions of the 2016 IS/MND, the impact related to soil erosion during construction would be less than significant. All other impacts, similar to the conclusions of the 2016 IS/MND, would be less than significant.

Finding: The potential impacts of the updated project related to geology and soils would be the same as those analyzed in the 2016 IS/MND for the original project. The impacts would be less than significant with the implementation of the recommendations specified in Mitigation Measure GEO-1. Therefore, no new or substantially increased significant impacts would result from the updated project beyond those discussed in the 2016 IS/MND. No new mitigation is required.

4.5 GREENHOUSE GAS EMISSIONS

4.5.1 Findings of the Adopted IS/MND

The 2016 IS/MND concluded that the original project would not result in significant impacts related to greenhouse gas (GHG) emissions as follows:

- Estimation of greenhouse gas (GHG) emissions from operation of construction equipment and from construction worker vehicles and haul truck trips would generate approximately 44.6 MTCO₂e during construction, which would not result in a significant impact in global climate change.
- The number of periodic vehicle trips for monitoring the success of the restoration plantings and long-term creek maintenance would be minimal and would not substantially increase operational GHG emissions and therefore impacts would be less than significant.

4.5.2 *Impact Analysis of Updated Project*

Construction of the updated project would slightly increase GHG emissions above what was analyzed in the 2016 IS/MND due to additional excavation and grading to incorporate the water quality basin, improvements to Sungold Park, construction of a pedestrian bridge, and the installation of up to six temporary creek crossings. However, GHG emissions would also decrease as the excavated materials would be placed on the adjacent Griffith parcel and the initially planned 5-mile off-haul trips would be eliminated. Therefore, similar to the conclusions of the 2016 IS/MND, the impact of the updated project's construction-phase GHG emissions would remain less than significant. The impact from operational emissions of the updated project would also remain unchanged from the previous analysis and would be less than significant.

Findings: The potential impacts of the updated project-related to GHG emissions are similar to those analyzed in the 2016 IS/MND. As with the original project, all impacts from GHG emissions would be less than significant. Therefore, no new or substantially increased significant impacts would result from the updated project beyond those discussed in the 2016 IS/MND. No new mitigation is required.

4.6 NOISE

4.6.1 *Findings of the Adopted IS/MND*

The 2016 IS/MND concluded that with mitigation, the original project would not result in significant impacts related to noise and vibration as follows:

- Noise from construction equipment could impact the surrounding residences, school and daycare center, and park facilities that are located less than 50 feet from various work areas along the creek section. The daycare center located adjacent to the project site has since been closed down. With implementation of Mitigation Measure NOISE-1, which requires compliance with the Brentwood Noise Ordinance and limits construction activities to daytime hours, the impact would be less than significant.
- Due to the nature of construction activities and the distance to the nearby receptors, the impact from construction phase groundborne vibration would be less than significant.
- There would be no increase in operational noise in the project area due to the original project and a less-than-significant impact would occur.

- The original project is not located within two miles of any public airport or private airstrip and would not expose people residing or working in the project area to excessive noise levels.

4.6.2 Impact Analysis of Updated Project

Construction Noise Impacts

Construction noise due to the updated project would slightly increase above what was analyzed in the 2016 IS/MND due to additional excavation and grading to incorporate the water quality basin, improvements to Sungold Park, construction of a pedestrian bridge, the installation of up to six temporary creek crossings, and the hauling of excavated materials to the Griffith parcel. However, the noise increase would be minimal and would not significantly increase noise levels above what was analyzed in the 2016 IS/MND. Furthermore, the updated project would implement Mitigation Measure NOISE-1, and the impact from construction noise would remain less than significant.

Similar to the original project, the updated project would not require pile-driving, blasting, or other activities that could cause substantial groundborne vibration. Haul trucks could result in some level of vibration while hauling materials to the Griffith parcel. However, the trucks would not travel outside the project site on roadways that are adjacent to sensitive receptors. Thus, similar to the conclusions of the 2016 IS/MND, the updated project would result in a less-than-significant impact from groundborne vibrations.

Operational Noise Impacts

Impacts from operational noise of the updated project would remain the same as with the original project and a less-than-significant impact would occur.

Finding: The potential noise impacts of the updated project are similar to those analyzed in the 2016 IS/MND for the original project. For reasons stated above, the updated project's potential impacts related to noise would be less than significant with mitigation measures incorporated. Therefore, no new or substantially increased significant impacts would result from the updated project beyond those discussed in the 2016 IS/MND. No new mitigation is required.

5.0 CONCLUSION

Based on the above analysis and discussion, no substantive revisions are needed to the 2016 IS/MND, because no new significant impacts or impacts of substantially greater severity would

result from the construction and operation of the updated project. Furthermore, there have been no changes in circumstances in the project area that would result in new significant environmental impacts or substantially more severe impacts; and no new information has come to light that would indicate the potential for new significant impacts or substantially more severe impacts than were analyzed in the 2016 IS/MND. Therefore, no further evaluation is required, and no Subsequent EIR is needed pursuant to State *CEQA Guidelines* Section 15162, and an Addendum to an adopted negative declaration has therefore appropriately been prepared, pursuant to Section 15164.

Pursuant to CEQA Guidelines § 15164(c), this Addendum will not be circulated for public review, but will be included in the public record file for the project approval.

6.0 SUPPORTING INFORMATION SOURCES

City of Brentwood. 2014. General Plan, Land Use Map.

ENGE0. 2015. Geotechnical Exploration Three Creeks Parkway Restoration Project, Brentwood. May 15. ENGE0

Impact Sciences. 2016. Three Creeks Parkway Restoration Project Initial Study/MND, SCH# 2016082008 August.

Walkling, Rich (Planning Director, Restoration Design Group). Personal communication with Angela Pan (Impact Sciences). November 29, 2017.

Wood Biological Consulting. 2017. Biological Resource Assessment for the Three Creeks Restoration Project at Marsh Creek. February 9, 2016, revised June 9, 2016, revised August 8, 2017.

WSA. 2017. Addendum to the Cultural Resources Assessment Report for the Three Creeks Parkway Restoration Project. September.

7.0 ADDENDUM PREPARERS

Impact Sciences, Inc.

Principal: Shabnam Barati, Ph.D.

Project Manager: Angela Pan

Air Quality and GHG Analyst: Jared Jerome

Publications: Van Hoang

CONTRA COSTA COUNTY ADDENDUM FINDINGS

MITIGATED NEGATIVE DECLARATION

THREE CREEKS PARKWAY RESTORATION PROJECT

The following information is added to the previously adopted IS/MND and is presented to comply with Section 15091 of the CEQA Guidelines for the IS/MND:

1. **Environmental Effect:** Modifications to the proposed project as described in this **Addendum** are minor technical changes or additions to the project and, based on the analysis in the **Addendum**, including the analysis of Air Quality, Biological Resources, Cultural Resources, Geology/Soils, Greenhouse Gas Emissions and Noise impact, will not result in any additional environmental effects not previously discussed.

Findings: There are no significant environmental impacts associated with the minor technical changes or additions for the proposed activity for which this **Addendum** was prepared.

2. **Statement of Facts:**

- a. The updated project to be developed pursuant to this **Addendum** to the IS/MND for the Three Creeks Parkway Restoration Project is substantially similar to the original project analyzed in the IS/MND.
- b. The IS/MND for the Three Creeks Parkway Restoration Project consists of the IS/MND, comments received, responses to the comments raised, and this **Addendum**. The IS/MND was completed in compliance with CEQA.
- c. There are no substantial changes in the updated project, pursuant to CEQA Guidelines Section 15162 (a)(1), that require major revisions of the IS/MND due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects. The updated project is substantially similar to the original project analyzed in the MND.
- d. There are no substantial changes with respect to the circumstances, pursuant to CEQA Guidelines Section 15162 (a)(2), under which the updated project is undertaken which require major revisions of the previous IS/MND due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects. Those

circumstances remain substantially similar to the circumstances analyzed in the IS/MND.

- e. There is no new information of substantial importance, pursuant to CEQA Guidelines Section 15162 (a)(3), which shows that the updated project will have one or more significant effects not previously discussed in the IS/MND.

- f. None of the conditions calling for the preparation of a subsequent or supplemental EIR have occurred (see items 1 c - e above). Therefore, it is appropriate to adopt this **Addendum** to the IS/MND to make the minor technical changes and additions discussed in the **Addendum** (CEQA Guidelines 15164). This **Addendum** shall be considered along with the IS/MND prior to the Board of Supervisors making a decision on the minor technical changes or additions to the project, and in considering these changes or additions, the Board is considering the identical or substantially similar underlying project.

The findings are supported by substantial evidence in the administrative record and are based on the IS/MND for the Three Creeks Parkway Restoration Project, which was subject to public review.

In accordance with CEQA Guidelines Section 15164(d), the County Board of Supervisors shall consider this **Addendum** along with the IS/MND prior to making a decision on the project. According to CEQA Guidelines Section 15164(c) an Addendum does not require circulation for public review but can be included in or attached to the Final IS/MND. This **Addendum** is attached to the Final IS/MND for the Three Creeks Parkway Restoration Project (CP# 16-39; SCH# 2016082008).

4.0 MITIGATION MONITORING AND REPORTING PROGRAM

The California Environmental Quality Act (CEQA) requires that a Lead Agency establish a program to monitor and report on mitigation measures adopted as part of the environmental review process to avoid or reduce the severity and magnitude of potentially significant environmental impacts associated with project implementation. CEQA (Public Resources Code Section 21081.6 (a) (1)) requires that a Mitigation Monitoring and Reporting Program (MMRP) be adopted at the time that the public agency determines to approve a project for which an EIR or a Negative Declaration (ND) has been prepared, to ensure that mitigation measures identified in the EIR or ND are fully implemented.

The MMRP for the Three Creeks Parkway Restoration project is presented in **Table 4.0-1, Mitigation and Monitoring Reporting Program**. **Table 4.0-1** includes the full text of project-specific mitigation measures identified in the Initial Study/Mitigated Negative Declaration and Addendum No. 1. The MMRP describes implementation and monitoring procedures, responsibilities, and timing for each mitigation measure, including:

Number: Identifies the number of the mitigation measure.

Mitigation Measure: Provides full text of the mitigation measure as provided in the final Initial Study/Mitigated Negative Declaration and Addendum No. 1.

Monitoring/Reporting Action(s): Designates responsibility for implementation of the mitigation measure and when appropriate, summarizes the steps to be taken to implement the measure.

Mitigation Timing: Identifies the stage of the project during which the mitigation action will be taken.

Monitoring Schedule: Specifies procedures for documenting and reporting mitigation implementation.

The Contra Cost County Flood Control and Water Conservation District and American Rivers may modify the means by which a mitigation measure will be implemented, as long as the alternative means ensure compliance during project implementation. The responsibilities of mitigation implementation, monitoring, and reporting extend to several district departments and offices. The manager or department lead of the identified unit or department will be directly responsible for ensuring the responsible party complies with the mitigation. The Contra Costa County Flood Control and Water Conservation District is responsible for the overall administration of the program and for assisting relevant departments and project managers in their oversight and reporting responsibilities. The Contra Costa County Flood

Control and Water Conservation District is also responsible for ensuring the relevant parties understand their charge and complete the required procedures accurately and on schedule.

**Table 1
Mitigation Monitoring and Reporting Program**

Number	Mitigation Measure	Monitoring/Reporting Action(s)	Mitigation Timing	Monitoring Schedule
AIR QUALITY				
AIR-1:	<p>The construction contractor(s) shall implement the following BMPs during project construction:</p> <ul style="list-style-type: none"> • All exposed surfaces (e.g., parking areas, staging areas, soil stockpiles, graded areas, and unpaved access roads) shall be watered two times per day. • All haul trucks transporting soil, sand, or other loose material off-site shall be covered. • All visible mud or dirt track-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited. • All vehicle speeds on unpaved roads shall be limited to 15 mph. • All roadways, driveways, and sidewalks to be paved shall be completed as soon as possible and feasible. • Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to five minutes (as required by the California airborne toxics control measure Title 13, Section 2485 of California Code of Regulations [CCR]). Clear signage shall be provided for construction workers at all access points. • All construction equipment shall be maintained and properly tuned in accordance with manufacturer’s specifications. All equipment shall be checked by a certified mechanic and determined to be 	<p>Contra Costa County Flood Control and Water Conservation District</p> <p>Include in construction contract(s)</p>	<p>Monitor compliance during construction</p>	<p>Confirm and document during construction</p>

Number	Mitigation Measure	Monitoring/Reporting Action(s)	Mitigation Timing	Monitoring Schedule
	<p>running in proper condition prior to operation.</p> <ul style="list-style-type: none"> Post a publicly visible sign with the telephone number and person to contact at the Lead Agency regarding dust complaints. This person shall respond and take corrective action within 48 hours. The Air District's phone number shall also be visible to ensure compliance with applicable regulations. 			
AIR-2:	All diesel-powered off-road equipment larger than 50 horsepower and operating on the site for more than two days continuously during the duration of construction shall, at a minimum, meet U.S. EPA emissions standards for Tier 2 engines or equivalent.	<p>Contra Costa County Flood Control and Water Conservation District</p> <p>Include requirement in construction contract(s)</p>	During construction	Confirm and document during construction
BIOLOGICAL RESOURCES				
BIO-1:	<p>To avoid and minimize impacts to California red-legged frog, Pacific (Western) pond turtle, and silvery legless lizard during construction activities, the project will implement the following measures:</p> <ol style="list-style-type: none"> <u>Coverage under the HCP/NCCP.</u> The project proponent shall apply for coverage under the HCP/NCCP. Participation in the HCP/NCCP, including implementation of appropriate avoidance and minimization measures and payment of applicable fees would provide the project proponent with incidental take coverage for California red-legged frog, Pacific (Western) pond turtle, and silvery legless lizard. <u>Seasonal Avoidance.</u> If required by the Streambed Alteration Agreement or Water Quality Certification, work shall be limited to the dry season, from April 15 to October 15. <u>Minimize Nighttime Work.</u> If required by the Streambed Alteration Agreement or Water Quality Certification, nighttime construction shall be restricted to avoid effects on nocturnally active species such as California red-legged frog. 	<p>Contra Costa County Flood Control and Water Conservation District</p> <p>File application, obtain HCP/NCCP coverage, and implement measures by including them in the construction contract(s)</p>	Prior to start and during construction	Confirm and document during construction

Number	Mitigation Measure	Monitoring/Reporting Action(s)	Mitigation Timing	Monitoring Schedule
	<p>4. <u>Environmental Awareness Program</u>. Prior to the commencement of construction activities, a qualified biologist shall present an environmental awareness program to all construction personnel working on site. At a minimum the training should include a description of special-status species that could be encountered, their habitats, regulatory status, protective measures, work boundaries, lines of communication, reporting requirements, and the implications of violations of applicable laws.</p> <p>5. <u>Wildlife Exclusion Fencing</u>. Prior to the start of construction, wildlife exclusion fencing (WEF) shall be installed as warranted and consistent with the HCP/NCCP to isolate the work area from any habitats potentially supporting special-status animals or through which such species may move. The final project plans shall indicate where and how the WEF is to be installed. The bid solicitation package special provisions shall provide further instructions to the contractor about acceptable fencing locations and materials. The fencing shall remain throughout the duration of the work activities, be regularly inspected and properly maintained by the contractor. Fencing and stakes shall be completely removed following project completion.</p> <p>6. <u>Best Management Practices (BMPs)</u>. Prior to the initiation of work, BMPs shall be in place to prevent the release of any pollutants or sediment into the creek, storm drains, or tributaries; all BMPs shall be properly maintained. Leaks, drips, and spills of hydraulic fluid, oil, or fuel from construction equipment shall be promptly cleaned up to prevent contamination of water ways. All workers shall be properly trained regarding the importance of preventing and cleaning up spills of contaminants. Protective measures should include, at a minimum: No discharge of pollutants from vehicle and equipment cleaning should be allowed into any storm drains or watercourses.</p> <p>a. Spill containment kits should be maintained onsite at all times during construction operations and/or staging or fueling of equipment.</p>			

Number	Mitigation Measure	Monitoring/Reporting Action(s)	Mitigation Timing	Monitoring Schedule
	<p>b. Coir rolls or straw wattles should be installed along or at the base of slopes during construction to capture sediment.</p> <p>7. <u>Erosion Control</u>. Graded areas shall be protected from erosion using a combination of silt fences, fiber rolls along toes of slopes or along edges of designated staging areas, and erosion control netting (such as jute or coir) as appropriate on sloped areas.</p> <p>8. <u>Construction Site Restrictions</u>. The following site restrictions shall be implemented to avoid adversely affecting sensitive habitats and harm or harassment to listed species:</p> <p>a. Any fill material shall be certified to be non-toxic and weed free.</p> <p>b. All food and food-related trash items shall be enclosed in sealed trash containers and removed completely from the site at the end of each day.</p> <p>c. No pets from project personnel shall be allowed anywhere in the project site during construction.</p> <p>d. No firearms shall be allowed on the project site except for those carried by authorized security personnel, or local, State or Federal law enforcement officials.</p> <p>e. All equipment shall be maintained such that there are no leaks of automotive fluids such as gasoline, oils or solvents and a Spill Response Plan shall be prepared. Hazardous materials such as fuels, oils, solvents, etc. shall be stored in sealable containers in a designated location that is isolated from wetlands and aquatic habitats.</p> <p>f. Servicing of vehicles and construction equipment including fueling, cleaning, and maintenance should occur only at sites isolated from any aquatic habitat unless separated by topographic or drainage barrier or unless it is an already existing gas station. Staging areas may occur closer to the project activities as required.</p>			

Number	Mitigation Measure	Monitoring/Reporting Action(s)	Mitigation Timing	Monitoring Schedule
	<p>9. <u>Proper Use of Erosion Control Devices</u>. Plastic mono-filament netting (e.g., that used with erosion control matting) or similar material shall not be used within the project area; wildlife can become entangled or trapped in such non-biodegradable materials. Acceptable substitutes include coconut coir matting, tackified hydroseeding, blown straw, or other organic mulching material.</p> <p>10. <u>Protocol for Species Observation – Pacific (Western) pond turtle and silvery legless lizard</u>. If a Pacific (Western) pond turtle or silvery legless lizard is encountered in the project site, work in the area of the finding must cease immediately until the animal either moves out of harm’s way of its own accord or is safely relocated well upstream or downstream of the project site. Only a qualified biologist with a scientific collection permit issued by the CDFW may handle and relocate Pacific (Western) pond turtle or silvery legless lizard. Any sightings and relocation of Pacific (Western) pond turtle and silvery legless lizard should be reported to the CDFW and the CNDDDB.</p>			
BIO-2:	<p>To minimize and avoid impacts to Chinook salmon and steelhead, the following measures will be implemented:</p> <ol style="list-style-type: none"> 1. <u>Seasonal Avoidance</u>. In-stream work shall be limited to June 1 to October 31. 2. <u>In-Stream Activities</u>: If in-stream construction or dewatering is required, the following precautionary measures should be implemented: <ol style="list-style-type: none"> a. A preconstruction survey of the aquatic environment shall be performed by a qualified biologist. b. A qualified biologist shall present an environmental awareness program working on site. c. A qualified biologist should monitor all in-stream activities. d. If dewatering is proposed, a qualified biologist should monitor the installation of coffer dams. During dewatering, a qualified biologist should check for stranded aquatic wildlife. 	<p>Contra Costa County Flood Control and Water Conservation District</p> <p>Retain qualified biologist to implement the measures.</p>	<p>Prior to start and during construction</p>	<p>Confirm and document during construction</p>

Number	Mitigation Measure	Monitoring/Reporting Action(s)	Mitigation Timing	Monitoring Schedule
	<p>Dewatering pumps must be fitted with intake screens with a mesh no greater than 5 mm (0.2 in) and BMPs will be installed to minimize sediment transport during installation of coffer dams.</p> <p>e. Native species (non-special-status fish species) should be relocated upstream or downstream of the cofferdams by a permitted biologist. Non-native species should be euthanized in accordance with the guidance of the CDFW. All wildlife encounters should be documented and reported to the CDFW. If listed salmonids are present, the NMFS shall be consulted to determine the appropriate measures to ensure conformance with ESA.</p>			
BIO-3:	<p>In order to avoid impacts to nesting Swainson’s hawk, white-tailed kite, burrowing owl, loggerhead shrike, and other bird species protected under the MBTA and CFGC during project implementation, the measures outlined below shall be implemented.</p> <ol style="list-style-type: none"> 1. <u>Environmental Awareness Program</u>. Prior to the commencement of construction activities, a qualified biologist shall present an environmental awareness program to all construction personnel working on site. At a minimum the training shall include a description of special-status species that could be encountered, their habitats, regulatory status, protective measures, work boundaries, lines of communication, reporting requirements, and the implications of violations of applicable laws. 2. <u>Swainson’s hawk</u> is a federally listed threatened species and is covered under the HCP/NCCP. Nonetheless, every effort should be made to ensure that no take of Swainson’s hawk occurs. Therefore, the measures outlined below should be implemented. <ol style="list-style-type: none"> a. The project proponent should apply for coverage under the HCP/NCCP. Participation in the HCP/NCCP would provide the applicant with incidental take coverage for Swainson’s hawk and satisfy any requirements for mitigation for loss of habitat. 	<p>Contra Costa County Flood Control and Water Conservation District</p> <p>Retain qualified biologist to implement the measures.</p>	<p>Prior to start and during construction</p>	<p>Confirm and document during construction</p>

Number	Mitigation Measure	Monitoring/Reporting Action(s)	Mitigation Timing	Monitoring Schedule
	<p>b. Prior to any ground disturbance during the nesting season (March 15-September 15), a qualified biologist shall conduct a preconstruction survey no more than one month prior to construction to determine if there are any active Swainson’s hawk nests within 305 meters (1,000 feet) of the project site.</p> <p>c. If there are no occupied nests within this buffer, no further action is needed.</p> <p>d. If an active nest is present within this buffer, the measures outlined below shall be followed.</p> <ul style="list-style-type: none"> • Construction activities are not permitted within 305 meters (1,000 feet) of an occupied nest to prevent nest abandonment. However, if site-specific conditions or the nature of the activity warrant a small buffer, a qualified biologist should coordinate with CDFW and USFWS to determine the appropriate buffer size. • Construction activities may proceed prior to September 15 if the young Swainson’s hawks have fledged, as determined by a qualified biologist. <p>3. White-tailed kite is a state-listed fully protected species; it is not covered under the HCP/NCCP and incidental take of the species is not allowed. To ensure that no take of white-tailed kite or other migratory raptors occurs, the measures outlined below shall be implemented.</p> <p>a. Prior to any ground disturbance during the nesting season (February 1-August 31), a qualified biologist shall conduct a preconstruction survey no more than two weeks prior to construction to determine if there are any active nests of white-tailed kite or other migratory raptors within 76 meters (250 feet) of the project site.</p> <p>b. Prior to the removal or significant pruning of any trees, they shall be inspected by a qualified biologist for the presence of raptor nests. This is required during both the breeding season</p>			

Number	Mitigation Measure	Monitoring/Reporting Action(s)	Mitigation Timing	Monitoring Schedule
	<p>and non-breeding season. If a suspected raptor nest is discovered, the CDFW shall be notified. Pursuant to CFGC Section 3503.5, raptor nests, whether or not they are occupied, may not be removed until approval is granted by the CDFW.</p> <p>c. If there are no occupied nests within this buffer, no further action is needed.</p> <p>d. If an active nest is present within this buffer, the measures outlined below shall be implemented.</p> <ul style="list-style-type: none"> • Construction activities are not permitted within 76 meter (250 feet) of an occupied nest to prevent nest abandonment. However, if site-specific conditions or the nature of the activity warrant a small buffer, a qualified biologist should coordinate with the CDFW and/or USFWS to determine the appropriate buffer size. Nest monitoring may be warranted for activities that would occur within a smaller buffer. • Construction activities may proceed prior to August 31 if the young white-tailed kites or other raptor species have fledged, as determined by a qualified biologist. <p>4. Burrowing owl is a State species of special concern and a covered species under the HCP/NCCP. To ensure that no take of burrowing owl occurs, the measures outlined below shall be implemented.</p> <p>a. Prior to any ground disturbance during the nesting season (February 1-August 31), a CDFW-approved biologist shall conduct a preconstruction survey of all suitable burrowing owl habitat that would be affected by the project. The survey shall be performed no more than 30 days prior to construction to determine if there are any active nests of burrowing owl within 153 m (500 ft) of the project site, access permitting.</p> <p>b. If there are no occupied nests within this buffer, no further action is needed.</p> <p>c. If an active nest is present within this buffer, the measures</p>			

Number	Mitigation Measure	Monitoring/Reporting Action(s)	Mitigation Timing	Monitoring Schedule
	<p>outlined below shall be implemented.</p> <ul style="list-style-type: none"> • If an occupied burrowing owl nest site is present within the limits of work, construction may not proceed. The taking of burrowing owls or occupied nests is prohibited under CFGC. Nest sites must be flagged and protected by a designated disturbance-free buffer zone of at least 76 meters (250 feet). • Construction activities are not permitted within 76 meters (250 feet) of an occupied nest to prevent nest abandonment. • Construction may proceed if a qualified biologist monitors the nest and determines that the adults have not begun egg-laying and incubation or that the juveniles have fledged. • Burrowing owls may be passively excluded from occupied burrows outside of the breeding season (i.e., September 1-January 31), in consultation with the CDFW. All owls should be passively excluded from burrows within 49 meters (160 feet) of the work site. Passive exclusion is achieved by installing one-way doors in the burrow entrances. Doors should be in place for at least 48 hours and the site should be monitored daily for at least one week to confirm that the burrow has been abandoned. <p>5. Loggerhead shrike is a state species of special concern; it is not covered under the HCP/NCCP and incidental take of the species is not allowed. To ensure that no take of loggerhead shrike or any other migratory passerines occurs, the measures outlined below shall be implemented.</p> <ol style="list-style-type: none"> a. If ground-disturbing activities (i.e., site clearing, disking, grading, etc.) can be performed outside of the nesting season (i.e., between September 1 and January 31), no additional surveys are warranted. 			

Number	Mitigation Measure	Monitoring/Reporting Action(s)	Mitigation Timing	Monitoring Schedule
	<p>b. Prior to any ground disturbance during the nesting season (February 1-August 31), a qualified biologist should conduct a preconstruction survey no more than two weeks prior to construction to determine if there are any active nests of loggerhead shrike or any other migratory passerines nests within 30 meters (100 feet) of the project site.</p> <p>c. If there are no occupied nests within this buffer, no further action is needed.</p> <p>d. If an active nest is present within this buffer, the following measures shall be implemented.</p> <ul style="list-style-type: none"> • Construction activities are not permitted within 30 meters (100 feet) of an occupied nest to prevent nest abandonment. However, if site-specific conditions or the nature of the activity warrant a smaller buffer, a qualified biologist should coordinate with the CDFW and USFWS to determine the appropriate buffer size. Nest monitoring may be warranted for activities that would occur within a smaller buffer. • Construction activities may proceed prior to August 31 if the young birds have fledged, as determined by a qualified biologist. 			

Number	Mitigation Measure	Monitoring/Reporting Action(s)	Mitigation Timing	Monitoring Schedule
<p>BIO-4:</p>	<p>In order to avoid, minimize and compensate for unavoidable impacts on waters of the U.S./waters of the State, the measures outlined below shall be implemented.</p> <ol style="list-style-type: none"> 1. Impacts on waters of the U.S. will be avoided by restricting grading to an elevation above the OHWM; avoidance of impacts to waters of the State is not feasible. Long-term impacts shall be minimized by limiting the use of hardened structures (e.g., grouted riprap) in preference of bio-engineering solutions as much as is practicable. Surface water connections must not be permanently blocked or interrupted and the installation of drop-structures or other features that create barriers to wildlife movement shall be avoided. 2. Prior to construction, the project proponent will need to secure authorization from the USACE, RWQCB, and CDFW in conformance to the Clean Water Act and Lake and Streambed Alteration Program. 3. Participation in the HCP/NCCP is expected to satisfy the requirements of the regulatory agencies for compensatory mitigation for unavoidable impacts on stream channels, wetlands and riparian habitat. A Planning Survey Report shall be completed and submitted to the East Contra Costa County Habitat Conservancy. The submittal shall include detailed drawings illustrating all temporary and permanent impacts. 4. Per the terms of the adopted HCP/NCCP, a wetland mitigation fee or on-site habitat restoration will mitigate the impacts. If accepted by the regulatory agencies, no additional mitigation for wetland impacts is typically required. HCP/NCCP fee payment will occur at project contract award. 5. For all work within and adjacent to the stream channel and riparian habitat, best management practices (BMPs) must be incorporated into the project design to minimize environmental effects. These include the following: <ul style="list-style-type: none"> • Construction in the active channels shall be restricted to the dry 	<p>Contra Costa County Flood Control and Water Conservation District</p> <p>Obtain permits; obtain coverage under HCP/NCCP; include BMPs in construction contract (s)</p>	<p>Prior to start and during construction</p>	<p>Confirm and document during construction</p>

Number	Mitigation Measure	Monitoring/Reporting Action(s)	Mitigation Timing	Monitoring Schedule
	<p>season (April 15-October 15).</p> <ul style="list-style-type: none"> • Personnel conducting ground-disturbing activities within or adjacent to the buffer zone of wetlands, ponds, streams, or riparian woodland/scrub shall be trained by a qualified biologist in these avoidance and minimization measures and the permit obligations. • If dewatering is necessary, water released downstream of work areas must be as clean or cleaner than flows entering the work area. Sediment-laden water shall be either pumped onto upland sites for infiltration or into Baker tanks for settling, prior to being released back into the channel. Cofferdams shall consist of clean, silt-free sand or gravel in sand bags, or a comparable material. All coffer dam materials must be promptly removed when no longer needed. • High visibility temporary construction fencing should be erected between the outer edge of the limits of construction and adjacent streams or habitats to be preserved. Temporary construction fencing will be removed upon the completion of work. • Grading or construction near channels shall be isolated with silt fencing or other BMPs to prevent sedimentation. BMPs shall be regularly inspected. • Vehicles and equipment shall be parked on existing roads or previously disturbed areas. • Equipment working in channels must be in good working order and free of leaks of fuel, oil, and hydraulic fluids. Drip pans shall be placed under vehicles and equipment over waterways and spill clean-up materials should be kept onsite at a convenient location. • Equipment maintenance and refueling shall be performed well away from the top of bank of any channel; storm drain inlets shall be protected from an accidental release of contaminants. 			

Number	Mitigation Measure	Monitoring/Reporting Action(s)	Mitigation Timing	Monitoring Schedule
	<ul style="list-style-type: none"> • Concrete washings or other contaminants must not be permitted to enter the stream channel or any storm drain inlet. • Any concrete structures or cured-in-place pipe linings shall be allowed to cure before coming in contact with surface flows. • Construction debris and materials shall be stockpiled away from watercourses. • Appropriate erosion-control measures (e.g., coconut coir matting, tackified hydroseeding, blown straw or other organic mulching material) shall be used on site to reduce siltation and runoff of contaminants into wetlands, ponds, streams, or riparian woodland/scrub. Plastic mono-filament netting (e.g., that used with erosion control matting) or similar material should not be used within the action area; wildlife can become entangled or trapped such non-biodegradable materials. Erosion-control measures shall be placed between the outer edge of the buffer and the project site. • Fiber rolls used for erosion control shall be certified as free of noxious weed seed. • Construction staging areas past the channel banks must be located away from any wetlands or other sensitive habitats as identified by a qualified biologist. • Newly graded earthen channel slopes shall be revegetated with a native seed mix developed by a qualified restorationist. Seed mixtures applied for erosion control shall not contain invasive nonnative species, and be composed of native species or sterile nonnative species. Straw or mulch shall also be applied to all bare surfaces. The seed mix and mulch shall be applied prior to the onset of the first winter-season rains. • Herbicide shall not be applied within 30 meters (100 feet) of wetlands, ponds, streams, or riparian habitat. However, where appropriate to control serious invasive plants, herbicides that have been approved by the U.S. EPA for use in or adjacent to 			

Number	Mitigation Measure	Monitoring/Reporting Action(s)	Mitigation Timing	Monitoring Schedule
	<p>aquatic habitats may be used as long as label instructions are followed and applications avoid or minimize impacts on covered species and their habitats. In seasonal or intermittent stream or wetland environments, appropriate herbicides may be applied during the dry season to control nonnative invasive species. Herbicide drift should be minimized by applying the herbicide as close to the target area as possible and by avoiding applying during windy days.</p> <ul style="list-style-type: none"> Additional measures may be outlined in the conditions of the permits issued by the USACE, RWQCB, CDFW, and the Habitat Conservancy. All permit conditions must be conformed to. 			
CULTURAL RESOURCES				
CUL-1:	<ul style="list-style-type: none"> <u>To manage any discoveries during construction, all construction crew workers shall following the procedures detailed in the Monitoring and Post Review Discovery Treatment Plan for the Three Creeks Parkway Restoration Project, Contra Costa County, California.</u> <u>This document includes provisions for crew training, determines an appropriate level of monitoring for the duration of the project, describes the identification of archaeological resources, and the protocols to follow in the case of accidental discoveries.</u>Crew training, initial monitoring by a qualified archaeologist to determine an appropriate level of monitoring for the duration of the project, and additional spot checks pending the results of the initial monitoring shall be conducted prior to and during ground disturbing activities. A qualified archaeologist shall be present on the project site to monitor ground disturbing activities and inspect excavated soils to identify any cultural resources and human remains as deemed 	<p>Contra Costa County Flood Control and Water Conservation District</p> <p>Retain qualified archaeologist to implement identified measures; also include in construction contract(s)</p>	<p>Prior to start and during construction</p>	<p>Confirm and document during construction</p>

Number	Mitigation Measure	Monitoring/Reporting Action(s)	Mitigation Timing	Monitoring Schedule
	<p>appropriate by the qualified archaeologist.</p> <ul style="list-style-type: none"> • All construction crew workers shall attend a training session led by a qualified archaeologist that discusses (1) the reasons for archaeological resource monitoring; (2) regulatory policies protecting resources and human remains; (3) basic identification of archaeological resources; and (4) the protocol to follow in case of a discovery of such resources. • In accordance with CEQA Guideline §15064.5 (f), should any previously unknown historic or prehistoric resources, including but not limited to charcoal, obsidian or chert flakes, grinding bowls, shell fragments, bone, pockets of dark, friable soils, glass, metal, ceramics, wood, privies, trash deposits or similar debris, be discovered during ground disturbing activities, work within 25 feet of these materials should be stopped until a qualified professional archaeologist has an opportunity to evaluate the potential significance of the find and to consult with the lead agency about what appropriate mitigation would be appropriate to protect the resource. • In the event that human remains, or possible human remains, are encountered during project-related ground disturbance, in any location other than a dedicated cemetery, there shall be no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent remains until the coroner of the county in which the human remains are discovered has determined, that the remains are not subject to the provisions of Section 27492 of the Government Code or any other related provisions of law concerning investigation of the circumstances, manner and cause of death, and the recommendations concerning treatment and disposition of the human remains have been made to the person responsible for the excavation, or to his or her authorized representative, in the manner provided in Section 5097.98 of the Public Resources Code. • The County Coroner, upon recognizing the remains as being of 			

CALIFORNIA ENVIRONMENTAL QUALITY ACT

NOTICE OF DETERMINATION

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

From: Contra Costa County
Dept. of Conservation & Development
30 Muir Road
Martinez, CA 94553

County Clerk
County of: Contra Costa

State Clearinghouse Number: SCH# 2016082008

FILE COPY

Project Title: Three Creeks Parkway Restoration
Project No. 7521 -6D8176, CP# 16-39

Project Applicant: Contra Costa County Flood Control and Water Conservation District

Project Location: Marsh Creek (Dainty Avenue to Union Pacific Railroad tracks), Brentwood, Contra Costa County

Project Description The Contra Costa County Flood Control and Water Conservation District (District) in partnership with American Rivers, a national non-profit organization that protects wild rivers, restores damaged rivers and conserves clean water for people and nature, proposes to improve flood conveyance capacity, to meet the District's standards for 100-year flood protection, and restore native vegetation along an approximately 4,000 linear foot section of Marsh Creek. When implementation is complete, the project would include up to 1.0 acre of frequently inundated floodplain (seasonal wetland), 1.87 acres of woody riparian vegetation, and 1.87 acres of grasslands and native scrub. The project would also enhance habitat and recreation within the watershed. The segment just upstream of Dainty Avenue (Phase I) was widened in 2000 by the District; native riparian vegetation may also be planted in this section as part of this project to provide a continuous riparian corridor with the existing riparian vegetation upstream of this segment. Placement of boulders and large woody debris would be placed in some portions of the low-flow channel to create in-stream habitat as well as rock to protect the banks and culvert outfalls. Real Property transactions, including right-of-way acquisition and temporary construction easements for access and staging areas and permanent easements for access and maintenance may be necessary in support of this project. Construction is anticipated to begin summer 2018 and may take up to two construction seasons to complete. Excavation and grading activities would occur during the dry season (July to October) with plant restoration occurring afterwards (November to December).

The District prepared an IS/MND which was adopted by the Contra Costa County Board of Supervisors on September 27, 2016. Since then, there have been a few additions to the original project design, including (1) the incorporation of an existing water quality basin adjacent to the lower reach of Marsh Creek and improvements to the adjacent City of Brentwood Sungold Park, (2) the use of an adjoining parcel adjacent to the middle reach as a staging area and to place excavated materials, (3) the construction of a clear-span pedestrian bridge, and (4) the use of temporary creek crossings during construction totaling approximately 13.45 acres on three parcels that abut the project segment. These proposed additions were re-evaluated under applicable sections of Appendix G of the CEQA Guidelines to determine if the additions resulted in a substantial change that would require major revisions of the IS/MND. Re-evaluation of the additions did not result in significant impacts that would warrant changes to the IS/MND and therefore a CEQA Addendum was prepared.

The project was approved on:

1. The project [will will not] have a significant effect on the environment.
2. An Environmental Impact Report was prepared for this project pursuant to the provisions of CEQA.
 A Mitigated Negative Declaration was prepared for this project pursuant to the provisions of CEQA.
3. Mitigation measures [were were not] made a condition of the approval of the project.
4. A mitigation reporting or monitoring plan [was was not] adopted for this project.
5. A statement of Overriding Considerations [was was not] adopted for this project.
6. Findings [were were not] made pursuant to the provisions of CEQA.

Notice of Determination sent to Office of Planning and Research.*

This is to certify that the Mitigated Negative Declaration with comments and responses and record of project approval is available to the General Public at:

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

Signature (Contra Costa County):  Title: Principal Planner

Date: Jan 12, 2018 Date Received for filing at OPR: _____

AFFIDAVIT OF FILING AND POSTING

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

Signature _____ Title: _____

Applicant: Public Works Department 255 Glacier Drive Martinez, CA 94553 Attn: Claudia Gemberling Environmental Services Division Phone: (925) 313-2192	Department of Fish and Game Fees Due <input type="checkbox"/> EIR - \$3,168. ⁰⁰ <input checked="" type="checkbox"/> Neg. Dec. - \$2,280.⁷⁵ <input type="checkbox"/> DeMinimis Findings - \$0 <input checked="" type="checkbox"/> County Clerk - \$50 <input checked="" type="checkbox"/> Conservation & Development - \$25	Total Due: \$ 2,355.75 Total Paid \$ _____ Receipt #: _____
--	---	--

*Notice of Determination may be sent by fax to (916) 323-3018, if followed up with a duplicate mailed copy.

Addendum No. 2

Three Creeks Parkway Restoration Project

Mitigated Negative Declaration

The following Addendum has been prepared in compliance with CEQA.

Prepared for:

Contra Costa County Flood Control and Water Conservation District (Project Applicant)
255 Glacier Drive
Martinez, CA 94553

and

American Rivers
2150 Allston Way, Suite 320
Berkeley, CA 94704

Prepared by:

Impact Sciences, Inc.
505 14th Street, Suite 1230
Oakland, California 94612

and

Contra Costa County Public Works Department
255 Glacier Drive
Martinez, CA 94553
Contact: Claudia Gemberling
(925) 313-2192

September 2019

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1.0 INTRODUCTION

This Addendum (Addendum #2) and attached supporting documents have been prepared to document that the previously adopted Mitigated Negative Declaration (State Clearinghouse No. 2016082008) and Addendum #1 for the Three Creeks Parkway Restoration project adequately addresses the potential environmental impacts of the updated Three Creeks Parkway Restoration project, proposed by American Rivers and Contra Costa County Flood Control and Water Conservation District (“the District” or “CCCFCWCD”), pursuant to the California Environmental Quality Act (CEQA) (Pub. Resources Code, Section 21000, et seq.), and that no subsequent or supplemental environmental document is required.

2.0 PURPOSE OF ADDENDUM

CEQA requires local governments to conduct environmental review on public and private development projects. On September 27, 2016, on the basis of an Initial Study that was prepared and circulated for 30-days, pursuant to Section 15063 of the *CEQA Guidelines* (Title 14, California Code of Regulations, Sections 15000 et seq.) the Contra Costa County Board of Supervisors adopted a Mitigated Negative Declaration for the Three Creeks Parkway Restoration project (“2016 IS/MND” which is on file with the District). The Three Creeks Parkway Restoration Project is a project that is jointly proposed by the District for flood protection and American Rivers, a national non-profit organization that protects wild rivers, restores damaged rivers and conserves clean water for people and nature. The project evaluated in the Mitigated Negative Declaration and associated Initial Study involved an approximately 4,000 linear feet section of Marsh Creek located in Brentwood and included the improvement of flood conveyance capacity by widening the channel with a floodplain and floodplain benches and restoration of native vegetation of the creek banks and floodplain. Although the MND was adopted by the County Board of Supervisors on September 27, 2016, the project was not approved at that time (attached).

Subsequent to the adoption of the 2016 IS/MND, American Rivers and the District proposed a few additions to the previously evaluated Three Creeks Parkway Restoration project (“original project”). These included: (1) the incorporation of an existing water quality basin adjacent to the lower reach of Marsh Creek and improvements to the adjacent City of Brentwood Sungold Park, (2) the use of an adjoining parcel adjacent to the middle reach as a staging area and to place excavated materials, (3) the construction of a clear-span pedestrian bridge, and (4) the use of creek crossings during construction. These proposed additions included a total of approximately 16 acres on four parcels that abut the original project area for the evaluation of the updated project. These additions were evaluated in an addendum (Addendum #1). The original project and Addendum #1 was approved by the Contra Costa County Board of Supervisors on March 27, 2018 (attached).

The purpose of Addendum #2 is to identify and analyze potential impacts of the following project components that were not specifically identified and described in the project description of the 2016 IS/MND and Addendum #1 (2017) as well as incorporation of additional project features: (1) the abutments for the proposed pedestrian bridge identified in Addendum #1 and spur trail from the Marsh Creek Regional Trail to the proposed pedestrian bridge, (2) incorporation of a City of Brentwood-owned parcel for a future pocket park (Dainty Triangle Park), and (3) permanent property acquisitions for the project features identified in the 2016 IS/MND and Addendum #1 and this Addendum. Other property transactions not identified at this time may be required to accommodate this project.

CEQA Guidelines Section 15164(b) states that an addendum to an adopted negative declaration may be prepared if only minor technical changes or additions are necessary or none of the conditions described in Section 15162 calling for the preparation of a subsequent EIR or negative declaration have occurred.

CEQA Guidelines Section 15162(a) provides guidance in this matter and states that when “an EIR has been certified or a negative declaration adopted for a project, no subsequent EIR shall be prepared for that project unless the lead agency determines, on the basis of substantial evidence in the light of the whole record, one or more of the following:

(1) Substantial changes are proposed in the project which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;

(2) Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR or Negative Declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or

(3) New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete or the Negative Declaration was adopted, shows any of the following:

(A) The project will have one or more significant effects not discussed in the previous EIR or negative declaration;

(B) Significant effects previously examined will be substantially more severe than shown in the previous EIR;

(C) Mitigation measures or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or

(D) Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.”

CEQA Guidelines Section 15164(d) provides that the decision-making body shall consider the addendum in conjunction with the adopted negative declaration prior to making a decision on the project.

Based on the analysis in this Addendum, the District concludes that these project components would not result in any new significant adverse impacts, nor an increase in the severity of significant adverse impacts previously identified in the 2016 IS/MND for the original project and Addendum #1 for the project updates. Nor would the revised project require the adoption of any new or considerably different mitigation measures or alternatives. Therefore, this Addendum is the appropriate form of environmental review required under CEQA and has been prepared to satisfy the requirements of *CEQA Guidelines* Sections 15164 and 15162.

3.0 PROJECT DESCRIPTION

3.1 Summary of the Original Project

As noted above, the District prepared an Initial Study for the Three Creeks Parkway Restoration project in 2016 and adopted a MND for the multi-benefit flood control and creek restoration project. The previously analyzed project proposed to improve flood conveyance capacity and restore native vegetation along an approximately 4,000 linear feet section of Marsh Creek located in Brentwood. The project included widening the channel with a floodplain and floodplain benches and planting with native vegetation. When implementation is complete, the original project would include up to 1.0 acres of frequently inundated floodplain (seasonal wetland), 1.87 acres of woody riparian vegetation, and 1.87 acres of grasslands and native scrub. The original project would also enhance habitat and recreation within the watershed.

3.2 Proposed Additions to the Original Project

3.2.1 Addendum #1

The District and American Rivers propose to revise the original project to incorporate an existing water quality basin into the project, use an adjoining parcel as a staging area and to place excavated materials, construct a pedestrian bridge across Marsh Creek, and to use temporary creek crossings during construction as shown in **Figure 1** and detailed in Addendum #1 (attached).

3.2.2 Addendum #2

The District and American Rivers propose additional features to revise the original project to incorporate (1) the bridge abutments for the pedestrian bridge identified in the proposed additions in Addendum #1 and a bridge spur trail that will extend from the Marsh Creek Trail to the east side of the pedestrian bridge; (2) the inclusion of a vacant parcel owned by the City of Brentwood for a future pocket park (Dainty Triangle Park); and 3) permanent property acquisitions for the additions in Addendum #1 and Addendum #2. The additions are shown in **Figures 1 – 4** and detailed below.

Lower Reach

Permanent Property Acquisitions

Carmel Estates Water Quality Basin (Carmel Homeowners Association): Addendum #1 identified the addition of the adjacent 0.7 acre linear water quality basin owned and operated by the Carmel Estate Homeowners Association (**APN 017-670-040**) to allow flood waters from the creek to spill into the basin as needed by lowering the eastern berm of the basin and planting native vegetation. Since then it was determined that the District would **purchase the basin in fee** for the improvements and long-term maintenance (Figure 2).

Sungold Park (City of Brentwood): Addendum #1 also identified construction of a new trail which would also serve as a District maintenance access road within the adjacent City of Brentwood-owned Sungold Park (017-670-039, 017-450-065) along with other greenway amenity improvements. The area of improvements would be approximately 3.25 acres. Since then it was determined that the District would secure a **permanent access easement** over a 600-foot linear segment of the public trail that occurs within **APN 017-670-039 and 017-450-065** (Figure 2).

Marsh Creek Trail from Union Pacific Railroad to Sand Creek (City of Brentwood): The District proposes to secure a **permanent access easement** over a 1,800-foot linear segment of the public trail within **APNs 017-690-092, 017-690-093, 017-680-077** (Figure 2).

Middle Reach

Permanent Property Acquisitions

DLT Ventures (Hancock) Parcel: The 2016 IS/MND identified the widening of the Marsh Creek channel along the undeveloped 10-.2 acre Griffith parcel (also referred to as DLT Ventures or Hancock parcel) (**APN 017-110-011**) (Figure 3). Since then it was determined that the District would **purchase a portion of the parcel** along Marsh Creek (**approximately 20,715 square feet**) **in fee** to accommodate the channel widening.

Bridge Abutments and Bridge Spur Trail

Concrete bridge abutments and associated wingwalls would need to be constructed on both sides of the creek to support the clear-span pedestrian bridge. In addition, site boulders would be added at the wingwalls. A paved spur trail would also be constructed from the existing Marsh Creek Trail to the east side of the pedestrian bridge (Figure 3). A temporary pedestrian guardrail would also be added to the abutment if the pedestrian bridge is not constructed at the same time for pedestrian safety.

Upper Reach

Permanent Property Acquisitions

Marsh Creek Trail from Deer Creek to Dainty Avenue (City of Brentwood): The District proposes to secure a **permanent access easement** over a 1,050-foot linear segment of the public trail within **APNs 017-210-029 and 017-201-038** (Figure 4).

Dainty Triangle Park

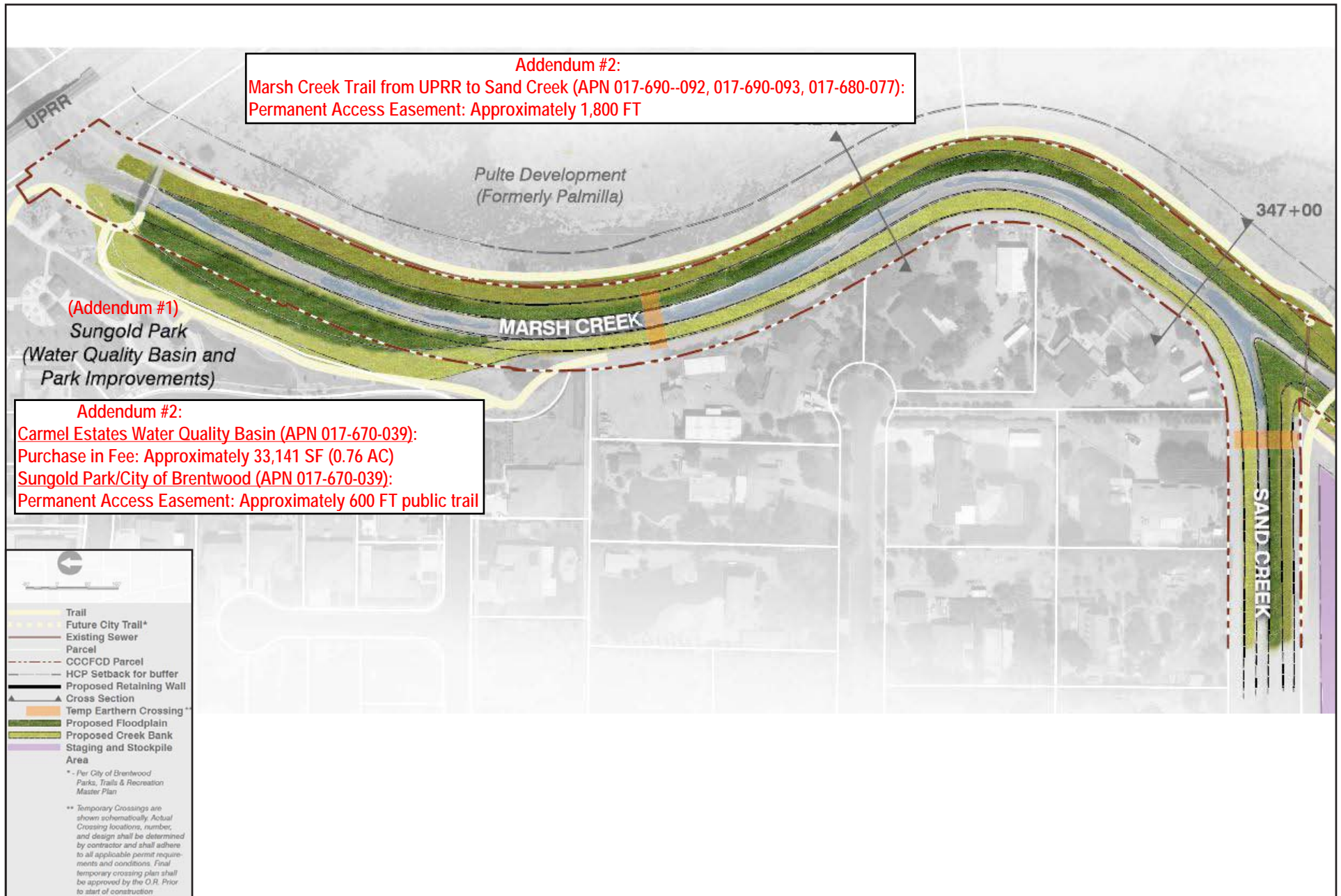
The City of Brentwood owns a triangular-shaped undeveloped parcel at the northeast corner of Central Boulevard and Dainty Avenue (APN 017-260-080) (Figure 4). The parcel consists of sparse trees and ruderal grassland. The parcel will be graded to accommodate a future park with a concrete pathway, benches, interpretive educational signs, community board, rain garden, and native trees and lower vegetation. The existing chain-linked fences and footings will be removed. Existing oak trees will be protected in place as well as the existing irrigation system for the future park as well as other underground utilities. The City of Brentwood would maintain this park.

The proposed additions would not affect the duration of project construction; as with the original project, the updated project would still be constructed over a period of approximately two to three months during the dry season (between April and October) when creek flows are low and the chance of precipitation is low. Plant restoration would occur afterwards (i.e., November to February).



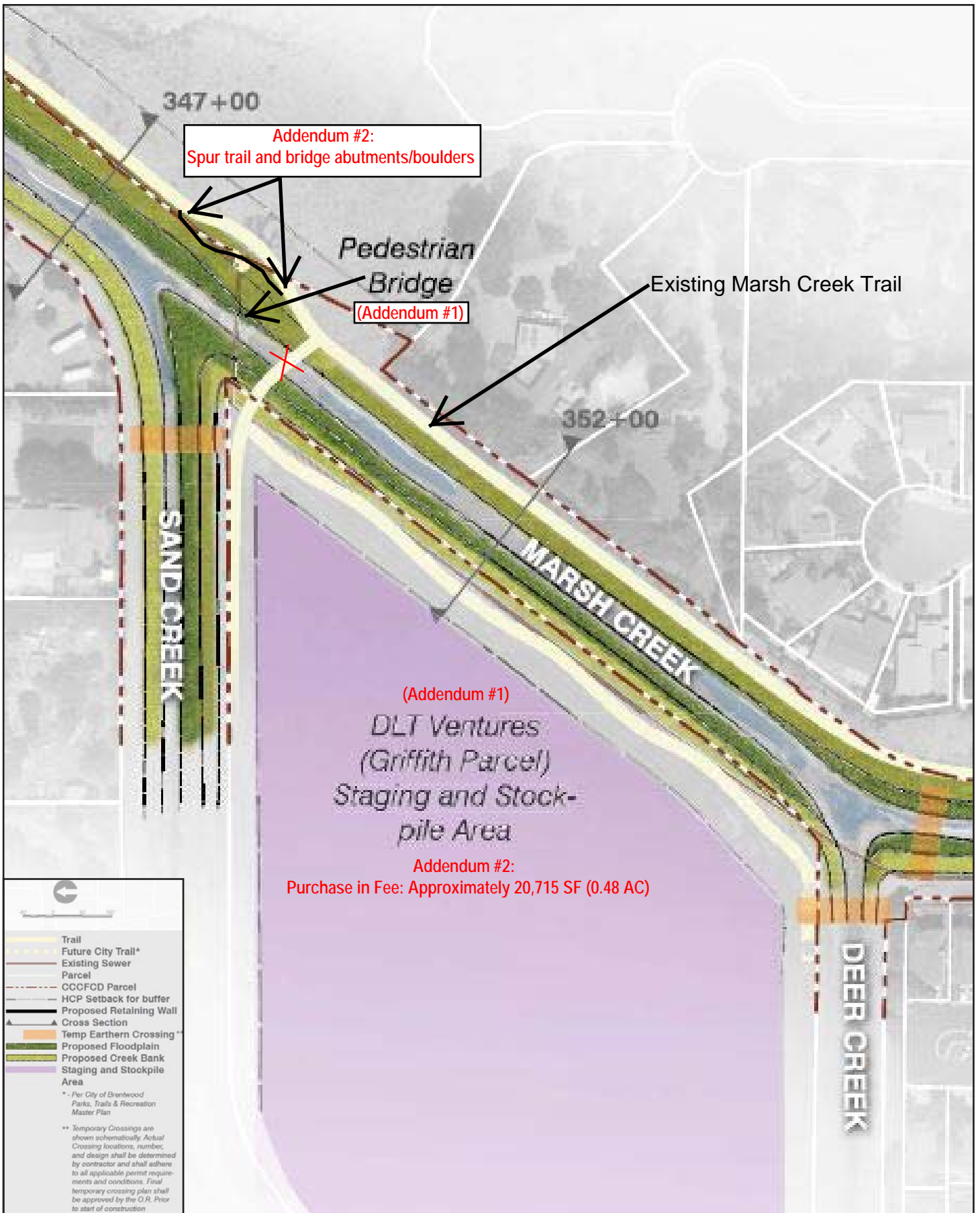
SOURCE: Restoration Design Group, Inc. 2017

FIGURE 1



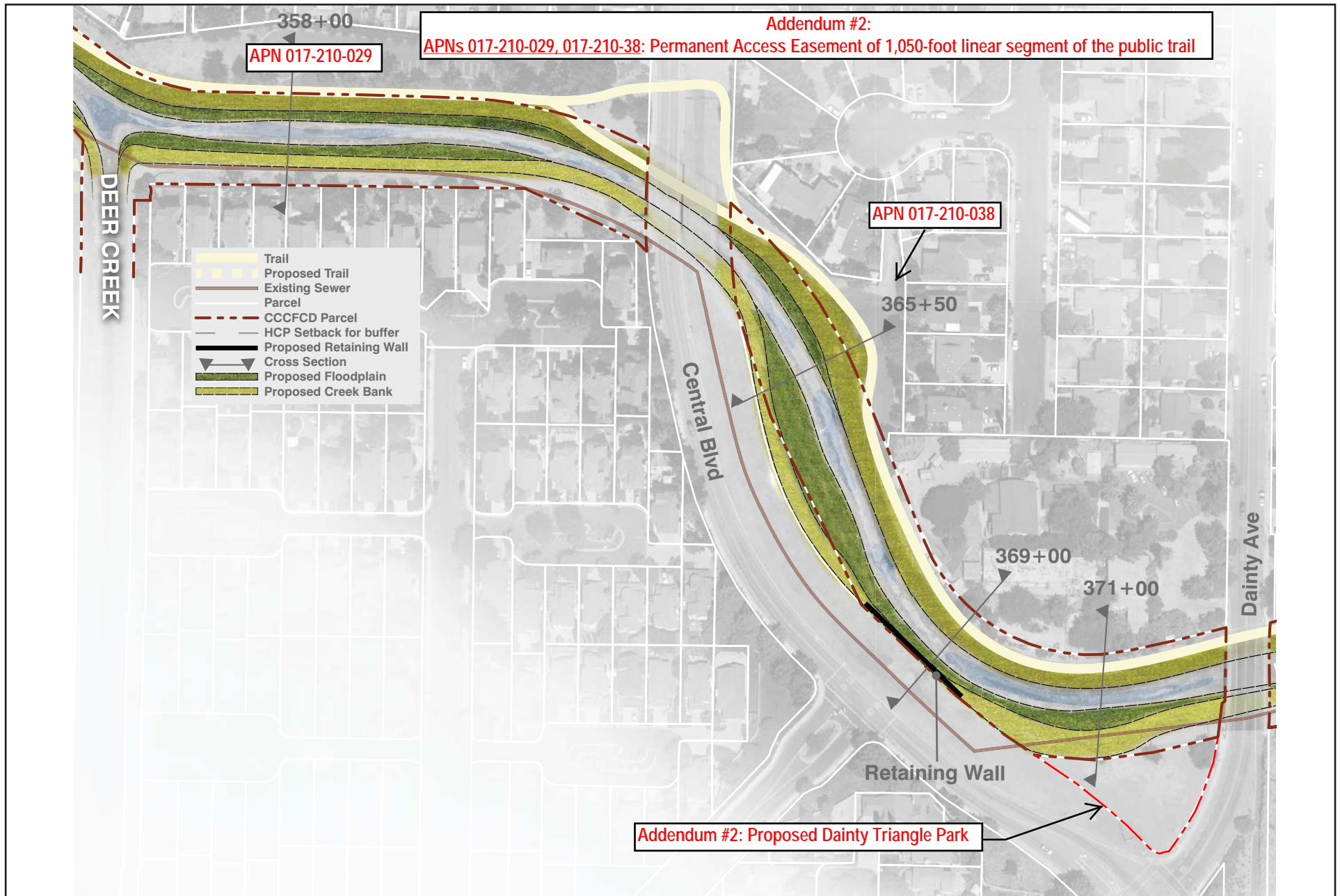
SOURCE: Restoration Design Group, Inc. 2017

FIGURE 2



SOURCE: Restoration Design Group, Inc. 2017

FIGURE 3



SOURCE: Restoration Design Group, Inc. 2016

FIGURE 4

4.0 ENVIRONMENTAL IMPACTS OF THE PROPOSED PROJECT ADDITIONS

The 2016 IS/MND evaluated the potential environmental impacts of the original project under the 17 resource topics included in the CEQA Environmental Checklist. Since then, the CEQA Guidelines were updated in December 2018, which included two additional topics: Energy and Wildfire. An examination of the proposed additions show that the updated project would have the potential to affect the previous analysis for six of the 17 resource topics. Those six topics include air quality, biological resources, cultural resources, geology and soils, greenhouse gas emissions, and noise. These six resource topics are examined further in detail in this Addendum. For the remaining 13 resource topics (aesthetics, agriculture and forestry resources, energy, hazards and hazardous materials, hydrology/water quality, land use/planning, mineral resources, population/housing, public services, recreation, transportation/traffic, utilities/service systems, wildfire), a brief explanation is provided below as to why they do not need to be examined in detail. Since the

Aesthetics

Incorporation of the bridge abutments and spur trail for the pedestrian bridge, inclusion of a vacant parcel for a future pocket park (Dainty Triangle Park), and permanent property acquisitions would not degrade the character of the project site but instead would be expected to enhance the aesthetic quality of the site. Therefore, the updated project would not result in new or more severe aesthetic impacts; no further discussion in the Addendum is required.

Agriculture and Forestry Resources

The Farmland Mapping and Monitoring Program (FMMP) identifies the project site as Urban and Built-Up Land¹ (California Department of Conservation 2018) and thus, as with the original project, the updated project would not result in the conversion of land designated either as Prime Farmland, Unique Farmland, or Farmland of Statewide Importance to non-agricultural use. Therefore, the updated project would not result in new or more severe impacts on farmland; no further discussion in the Addendum is required.

Energy

The Project will not result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources once constructed nor conflict with or obstruct a state or

¹ Land occupied by structures with a building density of at least 1 unit to 1.5 acres, or approximately 6 structures to a 10-acre parcel. This land is used for residential, industrial, commercial, construction, institutional, public administration, railroad and other transportation yards, cemeteries, airports, golf courses, sanitary landfills, sewage treatment, water control structures, and other developed purposes.

local plan for renewable energy or energy efficiency. Project construction will result in an incremental increase in energy usage associated with construction equipment (i.e. fuel in vehicles and power generators). However, energy usage during construction would be minimal and would not require excessive amounts of wasteful usage of energy. Therefore, project impacts will be less than significant.

Hazards and Hazardous Materials

An updated search of the EnviroStor and GeoTracker databases for sites with known hazardous materials contamination did not identify the project site under Government Code Section 65962.5, also known as the Cortese List and thus as with the original project, the updated project would not create a significant hazard to the public or the environment associated with a hazardous site listed under Government Code Section 65962.5. Further, as with the original project, the updated project would not create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment, emit hazardous emissions or handle hazardous or acutely hazardous materials, substances or waste within one-quarter mile of an existing or proposed school, within two miles of a public airport or public use airport, result in a safety hazard or excessive noise for people residing or working in the project area, impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan, expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires. Therefore, the updated project would not result in new or more severe impacts related to hazardous materials; no further discussion in the Addendum is required.

Hydrology/Water Quality

Similar to the original project, the updated project would be constructed over a period of approximately two months during the dry season (between April and October) when creek flows are low and the chance of precipitation is low. The updated project would be subject to National Pollutant Discharge Elimination System (NPDES) requirements, and would be required to develop and implement a Stormwater Pollution Prevention Plan (SWPPP). The SWPPP would identify measures (or Best Management Practices [BMPs]) to be implemented during construction activities to control erosion and release of sediment and other pollutants such as the installation of the abutments and spur trail and grading the future Dainty Triangle Park parcel. The SWPPP would also ensure that construction activities would not cause an exceedance of the Central Valley Regional Water Quality Control Board's (RWQCB) water quality standards. The updated project would not increase the amount of impervious surfaces over what was analyzed in the 2016 IS/MND. Therefore, the updated project would not increase the volume of runoff. Additionally, incorporation of the permanent property acquisitions would have no physical impact. Thus, the updated

project would not result in new or more significant impacts related to hydrology and water quality; no further discussion in the Addendum is required.

Land Use and Planning

Within the project site, Marsh Creek is mapped as a waterway and the future Dainty Triangle Park parcel is designated as Residential-Low Density (R-LD) in the General Plan. While the Dainty Triangle Park parcel will not be developed with low-density residential development, the City of Brentwood Council and the Parks and Recreation Department determined that the project is consistent with the guidelines in the City's General Plan (2014) and the Parks, Trails and Recreation Master Plan (2002) (City of Brentwood 2018). And, as discussed for the original project, the project is located within the East Contra Costa County Habitat Conservation Plan/Natural Community Conservation Plan. While the Dainty Triangle Park is an additional area of impact, the project is a self-mitigating project and will provide overall wildlife habitat enhancement. Therefore, the project will be mitigated accordingly in coordination with the East Contra Costa County Habitat Conservancy. Thus, the updated project would not result in new or more significant land use impacts; no further discussion in the Addendum is required.

Mineral Resources

There are no known mineral resources on the additional lands of the updated project site. No mineral extraction occurs or is known to have occurred on the updated project site. Therefore, the updated project would not result in new or more severe impacts related to mineral resources; no further discussion in the Addendum is required.

Population/Housing, Public Services, Recreation, Transportation/Traffic, Utilities/Service Systems

Incorporation of the additional features would not increase the area population and thus would not result in an increased demand for parks, public services, utilities, or energy resources nor result in increased traffic. Thus, the updated project would not result in new or more significant impacts related to any of these resource areas; no further discussion in the Addendum is required.

Wildfire

The project is located in a Non-Very Fire Hazard Severity Zone and is designated as a Local Responsibility Area (CalFire 2009). The project will not substantially impair an adopted emergency response plan or emergency evacuation plan, expose occupants to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire, require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment, expose people or

structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes as the project will not change the existing use of the site. While unlikely, there is the potential that construction activities may result in an unanticipated fire. The construction contractor will have fire extinguishers on site and if necessary will notify the local fire department. The local fire department will also be notified of when project construction will begin. Therefore, project impacts would be less than significant.

The impacts of the updated project as they relate to air quality, biological resources, cultural resources, geology and soils, greenhouse gas emissions, and noise are examined further in detail below.

4.1 AIR QUALITY

4.1.1 Findings of the Adopted IS/MND

The 2016 IS/MND and Addendum #1 concluded that with mitigation, the original project would not result in significant air quality impacts or conflict with existing or future air quality planning efforts as follows:

- Construction emissions associated with excavation activities of approximately 26,000 cubic yards of material and associated off-haul trips for the original project were determined to be substantially below thresholds of significance for criteria pollutants. However, construction would result in significant short-term air quality impacts associated with particulate matter (dust). The 2016 IS/MND includes Mitigation Measure AIR-1 to reduce impacts from dust generated by project construction to a less than significant level.
- Due to the size and nature of the original project, the potential was low for community health risk and hazards from construction-phase emissions of toxic air contaminants (TACs). However, sensitive receptors such as residences and a daycare center are located less than 50 feet, therefore the impact from TACs could be potentially significant and Mitigation Measure AIR-2 was set forth to ensure the impact would be less than significant. The daycare center has since been closed down and is no longer operating at this site.
- The impact from operational emissions of the original project would be less than significant as the land use would remain the same and minimal vehicle trips would be added related to monitoring and maintenance activities.
- Construction and operation would not cause or be affected by odors with incorporation of Mitigation Measure AIR-1 and AIR-2.
- Increases in temporary and long-term air pollutant emissions due to the original project would not result in a cumulatively considerable net increase of any of the pollutants for which the project

region is in nonattainment status for federal or state ambient air quality standards with incorporation of Mitigation Measure AIR-1 and AIR-2.

4.1.2 Impact Analysis of Updated Project

The updated project would result in grading of the Dainty Triangle parcel for a future park. However, no off-hauling would occur and grading would be minimal in comparison to the overall project especially with off-hauls being reduced to the adjacent Griffith parcel rather than off-site at a distance.

Construction Phase Impacts

As stated above, the 2016 IS/MND found that construction phase emissions of the original project would be substantially below thresholds of significance for criteria pollutants. Due to the size and nature of the proposed abutments and spur trail as well as the grading on the Dainty Triangle parcel, the incremental emissions from additional construction activities would not be substantial enough to increase the total criteria pollutant emissions such that they would exceed the thresholds of significance for criteria pollutants. Additionally, the 2016 IS/MND analysis of construction emissions included emissions that would be generated from the hauling of excavated materials to a site 5 miles away. With the updated project, any excavation for the Dainty parcel would be deposited onto the adjacent Griffith parcel. Thus, the incremental emissions from additional excavation and ground disturbance would be offset by the elimination of off-hauling trips.

As with the original project, due to the scale and short duration of construction activities, there would be a low community health risk and hazard from construction-phase emissions of TACs associated with the updated project. However due to the proximity of sensitive receptors (residences) near the pedestrian bridge and Dainty Triangle parcel, Mitigation Measure AIR-2 would be implemented to ensure the impact would be less than significant.

In summary, the updated project would not substantially increase construction phase air quality impacts above what was analyzed in the 2016 IS/MND and the same mitigation measures would be implemented to ensure that the impact from the construction of the updated project would be less than significant.

Operational Impacts

Similar to the original project, the updated project would result in no change in land use and no significant permanent increase in vehicle trips. Therefore, similar to the conclusions of the 2016 IS/MND, operational emissions associated with the updated project would not change substantially from existing conditions,

and would not exceed the applicable BAAQMD thresholds of significance for operational emissions. The impact from air pollutant emissions during operation would be less than significant.

Finding: The potential impacts of the updated project related to air quality would be similar to those analyzed in the 2016 IS/MND and no new or substantially increased substantially significant impacts would result. Thus, similar to the original project, the updated project would implement the mitigation measures for the original project to ensure construction-related impacts are reduced to a less-than-significant level. No new mitigation is required.

4.2 BIOLOGICAL RESOURCES

4.2.1 Findings of the Adopted IS/MND

The 2016 IS/MND concluded that with mitigation, the original project impacts would result in less-than-significant impacts on biological resources as follows:

- The potential exists for nine special-status wildlife species to occur on the project site and numerous other bird species that are protected under the Migratory Bird Treaty Act (MBTA) and California Fish and Game Code (CFGF) to be present – silvery legless lizard, California red-legged frog, Pacific (western) pond turtle, Chinook salmon, steelhead (Central Valley distinct population segment [DPS]), burrowing owl, white-tailed kite, loggerhead shrike, Swainson’s hawk, and many other migratory bird species. Implementation of Mitigation Measures BIO-1, BIO-2, and BIO-3 would reduce impacts to a less-than-significant level.
- Impact on sensitive natural communities and riparian habitat would be less than significant.
- Marsh Creek is expected to qualify as a water of the U.S. and a water of the State. Thus, impacts would result to jurisdictional waters and Mitigation Measure BIO-4 would be implemented to reduce the impact to less than significant.
- Implementation of Mitigation Measure BIO-2 would ensure that temporary impacts to wildlife movement would be less than significant.
- Would not conflict with local policies, ordinances protecting biological resources, or provisions of an adopted HCP/NCCP.

4.2.2 Impact Analysis of Updated Project

The updated project would have similar impacts as the original project. In August 2017, Wood Biological Consulting performed a site reconnaissance survey of the additional areas of disturbance for the updated

project identified in Addendum #1, which included the Dainty Triangle parcel. The survey report is on file with the District.

Special-Status Plant Species

The survey report concluded that there was potential of occurrence for two additional special-status plant species based on an updated search of the California Natural Diversity Database (CNDDDB) for a total of 64 special-status plant species in the project area. Similar to the conclusions of the 2016 IS/MND, the survey report concluded that the presence of all 64 special-status plants can be ruled out due to a lack of suitable habitat or substrate, geographic isolation from known populations, or the fact that they would have been detectable during the survey performed. Therefore, as with the original project, the updated project would not result in an impact on special-status plant species.

Special-Status Wildlife Species

The survey report concluded that there was potential of occurrence for five additional special-status wildlife species based on an updated search of the CNDDDB for a total of 87 special-status wildlife species. Similar to the conclusions of the 2016 IS/MND, implementation of the updated project could affect four federally and/or state listed, candidate or fully protected wildlife species including California red-legged frog, Central Valley steelhead, Swainson's hawk, and white-tailed kite, and five special-status wildlife species, including burrowing owl, Chinook salmon, loggerhead shrike, Pacific pond turtle, and silvery legless lizard. Mitigation Measures BIO-1 through BIO-3 in the 2016 IS/MND would still apply to the updated project to reduce the impact to a less than significant level.

Jurisdictional Waters

As noted in the 2016 IS/MND, Marsh Creek is expected to qualify as a water of the U.S. and a water of the State and some of the modifications to Marsh Creek would affect jurisdictional waters. Mitigation Measure BIO-4 is set forth to minimize the impact. Incorporation of the Dainty Triangle parcel would not involve work in an area involving jurisdictional waters. While the abutments for the pedestrian bridge would be installed at the top of the channel about 8 feet above the ordinary high water mark, installation activities could result in a potential impact to jurisdictional waters from incidental fallback from soil movement. Similar to the original project, Mitigation Measure BIO-4 would be implemented to ensure impacts to jurisdictional waters would be reduced to a less-than-significant level.

Wildlife Corridors

The 2016 IS/MND evaluated the potential for the original project to affect wildlife movement, including the potential effects of work in the creek channel on fish movement. The additions of the bridge

abutments and Dainty Triangle parcel improvements would not impact wildlife beyond what was analyzed for the original project.

Other Biological Resources

Due to the nature of the proposed project additions, the conclusions of the 2016 IS/MND would remain the same for the updated project in regards to sensitive natural communities, local policies or ordinances, and adopted HCP/NCCP. All impacts would be less than significant or less than significant with implementation of applicable mitigation measures found in the 2016 IS/MND.

Finding: The potential impacts of the updated project on biological resources would be the same as those analyzed in the 2016 IS/MND. As with the original project, the mitigation measures listed in the 2016 IS/MND would be implemented to ensure impacts would be less than significant. Therefore, no new or substantially increased significant impacts would result from the updated project beyond those discussed in the 2016 IS/MND. No new mitigation is required.

4.3 CULTURAL RESOURCES, INCLUDING TRIBAL CULTURAL RESOURCES

4.3.1 Findings of the Adopted IS/MND

The 2016 IS/MND concluded that with mitigation, the original project would not result in significant impacts on cultural resources as follows:

- The original project does not contain any historical resources.
- With regard to archaeological resources, no recorded archaeological resources are known from the project area and there is no evidence of prehistoric, historic deposits, or prehistoric cultural soils on the project site. However, places along the banks of Marsh Creek and areas immediately adjacent to Marsh Creek are considered sensitive for prehistoric archaeological deposits and human remains. Thus, Mitigation Measure CUL-1 was set forth to reduce the impacts to unknown historic and prehistoric archaeological resources and human remains to a less than significant level.
- Excavation on the project site could potentially unearth and inadvertently damage paleontological resources and Mitigation Measure CUL-2 was set forth to reduce the impact on paleontological resources to a less than significant level.
- No known tribal cultural resources were identified through contacts with the Native American tribes identified by Native American Heritage Commission (NAHC), and that with implementation

of Mitigation Measures CUL-1 and CUL-2, the original project would not affect any unknown tribal cultural resources in the area and therefore, the impact was less than significant.

4.3.2 Impact Analysis of Updated Project

The area that includes the bridge abutment was analyzed in the original project (WSA 2017, on file with the District). However, while the Dainty Triangle parcel was not field-surveyed by a qualified archaeologist, there are no records identified for the project site. Further, there are no structures on the subject parcel. Therefore, there is no potential for the updated project to affect historic resources. As with the original project, there would be no significant impacts on any known archaeological resources as no records were found for the project site. However, that does not discount the potential of encountering unknown archaeological resources. While the grading of Dainty Triangle parcel would be a lesser impact than for the project overall, there would still be a potential to encounter buried archaeological resources or human remains during excavation and grading and Mitigation Measure CUL-1 would apply to the updated project to avoid a significant impact on any resources that are encountered. In conjunction with consultation pursuant to Section 106 of the National Historic Preservation Act, the State Historic Preservation Officer (SHPO) recommended to the U.S. Army Corps of Engineers (USACE) to prepare a monitoring and post-review discovery treatment plan consistent with 36 CFR 800.13(a). Mitigation Measure CUL-1 required initial monitoring by a qualified archaeologist to determine an appropriate level of monitoring for the duration of the project. Since receiving the response from the SHPO requesting a monitoring and post-review discovery treatment plan, Mitigation Measure CUL-1 has been updated to be consistent with the direction provided by the SHPO. The updated Mitigation Measure CUL-1 is presented below with the new text added to the mitigation measure shown in double underline and deleted text shown in strikethrough. In addition, Mitigation Measure CUL-2 would apply to the updated project to avoid a significant impact on any paleontological resources that are encountered. The updated project would implement Mitigation Measure CUL-1 (updated) and Mitigation Measure CUL-2, therefore, the updated project would not adversely affect any known or unknown cultural resources in the area, including tribal cultural resources, and there would be a less than significant impact.

Updated Mitigation Measure CUL-1:

To manage any discoveries during construction, all construction crew workers shall following the procedures detailed in the Monitoring and Post Review Discovery Treatment Plan for the Three Creeks Parkway Restoration Project, Contra Costa County, California.

This document includes provisions for crew training, determines an appropriate level of monitoring for the duration of the project, describes the identification of archaeological resources, and the protocols to follow in the case of accidental discoveries.

~~Crew training, initial monitoring by a qualified archaeologist to determine an appropriate level of monitoring for the duration of the project, and additional spot checks pending the results of the initial monitoring shall be conducted prior to and during ground disturbing activities.~~

~~A qualified archaeologist shall be present on the project site to monitor ground disturbing activities and inspect excavated soils to identify any cultural resources and human remains as deemed appropriate by the qualified archaeologist.~~

~~All construction crew workers shall attend a training session led by a qualified archaeologist that discusses (1) the reasons for archaeological resource monitoring; (2) regulatory policies protecting resources and human remains; (3) basic identification of archaeological resources; and (4) the protocol to follow in case of a discovery of such resources.~~

In accordance with CEQA Guideline §15064.5 (f), should any previously unknown historic or prehistoric resources, including but not limited to charcoal, obsidian or chert flakes, grinding bowls, shell fragments, bone, pockets of dark, friable soils, glass, metal, ceramics, wood, privies, trash deposits or similar debris, be discovered during ground disturbing activities, work within 25 feet of these materials should be stopped until a qualified professional archaeologist has an opportunity to evaluate the potential significance of the find and to consult with the lead agency about what appropriate mitigation would be appropriate to protect the resource.

In the event that human remains, or possible human remains, are encountered during project-related ground disturbance, in any location other than a dedicated cemetery, there shall be no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent remains until the coroner of the county in which the human remains are discovered has determined, that the remains are not subject to the provisions of Section 27492 of the Government Code or any other related provisions of law concerning investigation of the circumstances, manner and cause of death, and the recommendations concerning treatment and disposition of the human remains have been made to the person responsible for the excavation, or to his or her authorized representative, in the manner provided in Section 5097.98 of the Public Resources Code.

The County Coroner, upon recognizing the remains as being of Native American origin, is responsible to contact the NAHC within 24 hours. The Commission has various powers and duties, including the appointment of a Most Likely Descendant (MLD) to the project. The MLD, or in lieu of the MLD, the NAHC, has the responsibility to provide guidance as to the ultimate disposition of any Native American remains.

Finding: The potential impacts of the updated project on cultural resources would be the same as those analyzed in the 2016 IS/MND, because similar to the original project, the updated project site has no structures that would be considered historic. The site is considered sensitive for archaeological resources

due to its location along Marsh, Sand, and Deer Creeks. As with the original project, the mitigation measures listed above would be implemented to avoid any inadvertent impacts on previously unknown archaeological resources and human remains and paleontological resources encountered during construction. With implementation of mitigation measures above, the updated project would not affect any known tribal cultural resources. Therefore, no new or substantially increased significant impacts on cultural and paleontological resources would result from the updated project beyond those discussed in the 2016 IS/MND. No new mitigation is required.

4.4 GEOLOGY AND SOILS

4.4.1 Findings of the Adopted IS/MND

The 2016 IS/MND concluded that with mitigation, the original project would not result in significant impacts related to geology and soils as follows:

- Although the project site lies within a seismically active region, there are no known active faults crossing the project site and the site is not located within an Earthquake Fault Zone. Therefore, ground rupture is unlikely at the project site and the impact would be less than significant.
- The project site could experience ground shaking due to an earthquake of moderate to high magnitude generated within the San Francisco Bay Region and there would be a potentially significant impact. Implementation of Mitigation Measure GEO-1 would reduce the potential for slope deformation in the event of an earthquake and a less than significant impact from seismic ground shaking would occur. Implementation of Mitigation Measure GEO-1 would also ensure that the impact from expansive soils would be less than significant.
- Impact from liquefaction would be less than significant and no impact from landslides would occur.
- Potential soil erosion from construction activities would be controlled with compliance of the NPDES related to construction site runoff and therefore impacts would be less than significant. Further, improvements that would reduce erosion potential following project completion would be less than significant. The 2016 IS/MND found that the project site is not underlain by unstable soils and the impact would be less than significant.
- No septic tanks or alternative wastewater disposal systems are included in the original project, and there would be no impact.

4.4.2 Impact Analysis of Updated Project

Similar to the original project, the updated project would implement Mitigation Measure GEO-1, which would require all proposed improvements included in the updated project to be constructed in compliance with recommendations specified in Section 3.3 of the Geotechnical Report (ENGEO 2015; on file with the District). Implementation of Mitigation Measure GEO-1 would reduce impacts from seismic ground shaking and expansive soils to a less than significant level. As mentioned in above, a SWPPP would be implemented which would include BMPs to control erosion and release of sediment and other pollutants from the project additions. Thus, similar to the conclusions of the 2016 IS/MND, the impact related to soil erosion during construction would be less than significant. All other impacts, similar to the conclusions of the 2016 IS/MND, would be less than significant.

Finding: The potential impacts of the updated project related to geology and soils would be the same as those analyzed in the 2016 IS/MND for the original project. The impacts would be less than significant with the implementation of the recommendations specified in Mitigation Measure GEO-1. Therefore, no new or substantially increased significant impacts would result from the updated project beyond those discussed in the 2016 IS/MND. No new mitigation is required.

4.5 GREENHOUSE GAS EMISSIONS

4.5.1 Findings of the Adopted IS/MND

The 2016 IS/MND concluded that the original project would not result in significant impacts related to greenhouse gas (GHG) emissions as follows:

- Estimation of greenhouse gas (GHG) emissions from operation of construction equipment and from construction worker vehicles and haul truck trips would generate approximately 44.6 MTCO₂e during construction, which would not result in a significant change in global climate change.
- The number of periodic vehicle trips for monitoring the success of the restoration plantings and long-term creek maintenance would be minimal and would not substantially increase operational GHG emissions and therefore impacts would be less than significant.

4.5.2 Impact Analysis of Updated Project

Construction of the updated project would slightly increase GHG emissions above what was analyzed in the 2016 IS/MND due to additional excavation and grading of the pedestrian bridge abutment, spur trail, and Dainty Triangle parcel. However, GHG emissions would also decrease as the excavated materials

would be placed on the adjacent Griffith parcel and the 5-mile off-haul trips would be eliminated as analyzed in Addendum #1. Therefore, similar to the conclusions of the 2016 IS/MND, the impact of the updated project's construction-phase GHG emissions would remain less than significant. The impact from operational emissions of the updated project would also remain unchanged from the previous analysis and would be less than significant.

Findings: The potential impacts of the updated project-related to GHG emissions are similar to those analyzed in the 2016 IS/MND. As with the original project, all impacts from GHG emissions would be less than significant. Therefore, no new or substantially increased significant impacts would result from the updated project beyond those discussed in the 2016 IS/MND. No new mitigation is required.

4.6 NOISE

4.6.1 Findings of the Adopted IS/MND

The 2016 IS/MND concluded that with mitigation, the original project would not result in significant impacts related to noise and vibration as follows:

- Noise from construction equipment could impact the surrounding residences, school and daycare center, and park facilities that are located less than 50 feet from various work areas along the creek section. The daycare center located adjacent to the project site has since been closed down. Implementation of Mitigation Measure NOISE-1, which requires compliance with the Brentwood Noise Ordinance and limits construction activities to daytime hours, the impact would be less than significant.
- Due to the nature of construction activities and the distance to the nearby receptors, the impact from construction phase groundborne vibration would be less than significant.
- There would be no increase in operational noise in the project area due to the original project and a less than significant impact would occur.
- The original project is not located within two miles of any public airport or private airstrip and would not expose people residing or working in the project area to excessive noise levels.

4.6.2 Impact Analysis of Updated Project

Construction Noise Impacts

Construction noise due to the updated project would slightly increase above what was analyzed in the 2016 IS/MND due to additional excavation and grading to incorporate the pedestrian bridge abutments,

spur trail, and Dainty Triangle parcel and the hauling of excavated materials to the Griffith parcel. However, the noise increase would be minimal and would not significantly increase noise levels above what was analyzed in the 2016 IS/MND. Furthermore, the updated project would implement Mitigation Measure NOISE-1, and the impact from construction noise would remain less than significant.

Similar to the original project, the updated project would not require pile-driving, blasting, or other activities that could cause substantial groundborne vibration. Haul trucks could result in some level of vibration while hauling materials to the Griffith parcel. However, the trucks would not travel outside the project site on roadways that are adjacent to sensitive receptors. Thus, similar to the conclusions of the 2016 IS/MND, the updated project would result in a less than significant impact from groundborne vibrations.

Operational Noise Impacts

Impacts from operational noise of the updated project would remain the same as with the original project and a less than significant impact would occur.

Finding: The potential noise impacts of the updated project are similar to those analyzed in the 2016 IS/MND for the original project. For reasons stated above, the updated project's potential impacts related to noise would be less than significant with mitigation measures incorporated. Therefore, no new or substantially increased significant impacts would result from the updated project beyond those discussed in the 2016 IS/MND. No new mitigation is required.

5.0 CONCLUSION

Based on the above analysis and discussion, no substantive revisions are needed to the 2016 IS/MND, because no new significant impacts or impacts of substantially greater severity would result from the construction and operation of the updated project. Furthermore, there have been no changes in circumstances in the project area that would result in new significant environmental impacts or substantially more severe impacts; and no new information has come to light that would indicate the potential for new significant impacts or substantially more severe impacts than were analyzed in the 2016 IS/MND. Therefore, no further evaluation is required, and no Subsequent EIR is needed pursuant to State *CEQA Guidelines* Section 15162, and an Addendum to an adopted negative declaration has therefore appropriately been prepared, pursuant to Section 15164.

Pursuant to *CEQA Guidelines* § 15164(c), this Addendum will not be circulated for public review, but will be included in the public record file for the project approval.

6.0 SUPPORTING INFORMATION SOURCES

- CalFire. 2009. Contra Costa County Fire Hazard Severity Zone Map, Local Responsibility Area. https://osfm.fire.ca.gov/media/6660/fhszl_map7.pdf. September 2019.
- City of Brentwood. 2018. Resolution #, A Resolution of the City Council of the City of Brentwood Accepting a Recommendation from the Park and Recreation Commission to Approve Planned Improvements to City Parcels as Part of the Three Creeks Parkway Restoration Project and Authorize the City Manager or His Designee to Execute any Required Documents for the Project. February.
- ENGEO. 2015. Geotechnical Exploration Three Creeks Parkway Restoration Project, Brentwood. May 15.
- EnviroStor. 2019. Contaminated sites. <https://www.envirostor.dtsc.ca.gov/public/>. Department of Toxic Substance Control. September.
- GeoTracker. 2019. Contaminated sites. <https://geotracker.waterboards.ca.gov/>. State Water Board. September.
- Impact Sciences. 2016. Three Creeks Parkway Restoration Project Initial Study/MND, SCH# 2016082008 August.
- Walkling, Rich (Planning Director, Restoration Design Group). Personal communication with Angela Pan (Impact Sciences). November 29, 2017.
- Wood Biological Consulting. 2017. Biological Resource Assessment for the Three Creeks Restoration Project at Marsh Creek. February 9, 2016, revised June 9, 2016, revised August 8, 2017.
- WSA. 2017. Addendum to the Cultural Resources Assessment Report for the Three Creeks Parkway Restoration Project. September.

7.0 ADDENDUM PREPARERS

Impact Sciences, Inc. (Original Project, Addendum #1)

Principal: Shabnam Barati, Ph.D.
Project Manager: Angela Pan
Air Quality and GHG Analyst: Jared Jerome
Publications: Van Hoang

Contra Costa County Public Works Department (Addendum #2)

Claudia Gemberling, Environmental Services Division



Contra
Costa
County

To: Contra Costa County Flood Control District Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: November 12, 2019

Subject: Agreement between State of CA and Flood Control District for award of Climate Adaptation and Resilience Grant for Lower Walnut Creek Restoration.

RECOMMENDATION(S):

APPROVE Climate Adaptation and Resilience Grant Program Agreement Number WC-1928KM (Agreement) between Contra Costa County Flood Control and Water Conservation District (Flood Control District) and State of California, acting by and through the Natural Resources Agency, Department Fish and Wildlife, Wildlife Conservation Board (WCB) in the amount of \$1,250,000 to provide partial implementation funding for the Lower Walnut Creek Restoration Project.

ADOPT Resolution No. 2019/630, accepting grant funds and authorizing the Chief Engineer, Flood Control District, or designee, to execute the Agreement and process other related documents.

FISCAL IMPACT:

The Grant Agreement provides State Department of Fish and Wildlife, Wildlife Conservation Board funds up to \$1,250,000.

BACKGROUND:

On September 11, 2018, the Board of Supervisors approved the Flood Control District's application to WCB for \$1,250,000 of State Cap and Trade Funds for the Lower Walnut

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

Action of Board On: **11/12/2019** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: November 12, 2019

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

By: June McHuen, Deputy

Contact: Paul Detjens, (925) 313-2394

BACKGROUND: (CONT'D)

Creek Restoration project. WCB subsequently announced their intent to award these funds to the Flood Control District and have recently presented the Grant Agreement for signature. The WCB requires the Flood Control District execute the agreement before the WCB action to adopt the Agreement on their regularly scheduled quarterly meeting on November 21, 2019.

Under the Grant Agreement, the Flood Control District is obligated to defend and indemnify the State for third party claims arising out of the project and any breach of the Grant Agreement by the Flood Control District.

WCB has requested a Board resolution accepting the grant award and authorizing the Flood Control District to execute the Grant Agreement.

CONSEQUENCE OF NEGATIVE ACTION:

Without Board approval and adoption of the resolution, the Flood Control District will be unable to accept the \$1,250,000 WCB grant.

AGENDA ATTACHMENTS

Resolution No. 2019/630

Grant Agreement

MINUTES ATTACHMENTS

Signed Resolution No. 2019/630

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

Adopted this Resolution on 11/12/2019 by the following vote:

		John Gioia
		Candace Andersen
AYE:	<input type="text" value="5"/>	Diane Burgis
		Karen Mitchoff
		Federal D. Glover
NO:	<input type="text"/>	
ABSENT:	<input type="text"/>	
ABSTAIN:	<input type="text"/>	
RECUSE:	<input type="text"/>	



Resolution No. 2019/630

In The Matter Of: Executing and Meeting Requirements for Disbursement of Funds under the Grant Agreement between the State of California Natural Resources Agency, Department Fish and Wildlife, Wildlife Conservation Board (WCB) and the Contra Costa County Flood Control and Water Conservation District (Flood Control District).

WHEREAS, the Flood Control District manages the area of Walnut and Pacheco Creeks commonly referred to as Lower Walnut Creek; and

WHEREAS, the Flood Control District's desire to restore Lower Walnut Creek matches closely with the intent of the State's WCB Climate Adaptation and Resilience Grant Program; and

WHEREAS, the Board previously authorized the Chief Engineer, Flood Control District, or designee, to apply for this grant program; and

WHEREAS, the State has selected the Flood Control District's Lower Walnut Creek Restoration Project for grant funding for implementation work; and

WHEREAS, the State has produced a grant agreement and assigned it number WC-1928KM.

NOW, THEREFORE, BE IT RESOLVED that the Governing Board of the Flood Control District:

1. Accepts the \$1,250,000 in grant funds offered for the Lower Walnut Creek Restoration Project (Project No. 7520-6B8285); and
2. Authorizes and Directs, the Chief Engineer, Flood Control District, or designee, to execute the Grant Agreement with the State, including any amendments thereto; and
3. Authorizes and Directs, the Chief Engineer, Flood Control District, or designee, to execute payment requests and sign requests for disbursement of State funds under this Grant Agreement.

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

ATTESTED: November 12, 2019

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

Contact: Paul Detjens, (925) 313-2394

By: June McHuen, Deputy

cc: Paul Detjens, Flood Control, Beth Balita, Finance, Catherine Windham, Flood Control

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

Adopted this Resolution on 11/12/2019 by the following vote:

		John Gioia
		Candace Andersen
AYE:	<input type="checkbox"/> 5	Diane Burgis
		Karen Mitchoff
		Federal D. Glover
NO:	<input type="checkbox"/>	
ABSENT:	<input type="checkbox"/>	
ABSTAIN:	<input type="checkbox"/>	
RECUSE:	<input type="checkbox"/>	



Resolution No. 2019/630

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3. Authorizes and Directs, the Chief Engineer, Flood Control District, or designee, to execute payment requests and sign requests for disbursement of State funds under this Grant Agreement.

I hereby certify that this 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: Paul Detjens, (925) 313-2394

ATTESTED: November 12, 2019

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

By:  Deputy

cc: Paul Detjens, Flood Control, Beth Balita, Finance, Catherine Windham, Flood Control

CALIFORNIA WILDLIFE CONSERVATION BOARD

GRANT AGREEMENT

Between

STATE OF CALIFORNIA, WILDLIFE CONSERVATION BOARD

and

**CONTRA COSTA COUNTY FLOOD CONTROL AND WATER
CONSERVATION DISTRICT**

for

LOWER WALNUT CREEK RESTORATION PROJECT

CONTRA COSTA COUNTY, CALIFORNIA

WC-1928KM

**State of California
Natural Resources Agency
Department of Fish and Wildlife
Wildlife Conservation Board**

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1. SCOPE OF AGREEMENT

Pursuant to the Wildlife Conservation Law of 1947, Chapter 4.0 of Division 2, (commencing with Section 1300), of the California Fish and Game Code; the WCB Climate Adaptation and Resilience Program [General Fund, Budget Act, Chapter 14 and 249, Statutes of 2017]; and the approval granted by the Wildlife Conservation Board on November 21, 2019, the Wildlife Conservation Board (Grantor) hereby grants to the Contra Costa Flood Control and Water Conservation District, a political subdivision of the State of California, a sum not to exceed one million, two hundred and fifty thousand dollars (\$1,250,000.00) (Grant Funds), upon and subject to the terms and conditions of this Grant Agreement (Agreement).

2. PURPOSES OF GRANT

Grantor is entering into this Agreement, and the Grant Funds shall be used, only for the purpose of assisting Grantee with the project generally described as: restore up to 400 acres of coastal wetlands and adjacent habitats at the mouth of Walnut Creek and its tributary, Pacheco Creek, to provide climate change adaptation and resilience benefits to ecosystems deemed moderately or highly vulnerable to climate change on approximately 400 acres of public land commonly known as Lower Walnut Creek, located in Contra Costa County, California as part of the Lower Walnut Creek Restoration Project (Project). The overall Project location is generally shown on the attached Exhibit A - LOCATION MAP. Grant funds will assist in implementation of the North and South Reaches of the Project, otherwise known as the Property.

3. CONDITIONS OF GRANT

Grantor's obligation to disburse Grant Funds under this Agreement is conditioned upon and subject to the satisfactory completion of all of the following conditions:

- 3.1 Grantor shall have reviewed and approved all documents pertaining to the Project, including, without limitation, feasibility and planning studies, designs, plans, budgets, cost estimates, timelines and agreements. Such review and approval by Grantor will be for compliance with this Agreement as well as funding and other requirements applicable to Grantor, and shall not be unreasonably withheld.
- 3.2 Grantor shall have reviewed and approved a certified resolution or other appropriate action of the governing board or governing body of Grantee, authorizing the execution and performance of this Agreement and the carrying out of the Project by Grantee.
- 3.3 Grantee shall have disclosed all funding sources for the Project, including all amounts applied for or obtained from sources other than Grantor. These amounts shall be reflected in the attached Exhibit B – BUDGET (Budget) by Budget category. As between Grantor and Grantee, Grantee shall be

responsible for any and all Project costs that exceed the amount of the Grant Funds provided under this Agreement.

- 3.4 The grant proposal shall have been approved by the Wildlife Conservation Board at a public meeting, this Agreement shall have been fully executed by Grantor and Grantee, and Grantee shall have received a written "Notice to Proceed" from Grantor. The approval of the grant proposal by the Wildlife Conservation Board, if such approval is given, shall not constitute authorization for the commencement of the Project or expenditure of Grant Funds. No expenditure made or activity initiated prior to Grantee's receipt of a written Notice to Proceed from Grantor will be eligible for reimbursement by Grantor.

4. DISBURSEMENTS

- 4.1 Upon satisfaction of all of the Conditions of Grant set forth in Section 3, above, and so long as Grantee is not in breach or default under this Agreement, Grantor agrees to disburse the Grant Funds to Grantee, in arrears, in installments as set forth in this Section 4. Disbursements shall be made not more frequently than monthly and disbursements of less than \$5,000.00 should be made not more frequently than quarterly. All disbursements shall be subject to the availability of funds for purposes of the Project as provided in Section 4.8.
- 4.2 Grantee shall request disbursement of Grant Funds by submitting a disbursement request to Grantor for approved budgeted work performed on the Project in accordance with Section 4.3. Disbursement shall be contingent upon approval of the disbursement request by Grantor.
- 4.3 The disbursement request must be submitted on Grantee's letterhead, signed by an authorized representative of Grantee, and include a written description of the work completed during the period of the disbursement request. Requests for disbursement must be itemized using the same categories included in the attached Budget. Exhibit C – DISBURSEMENT REQUEST TEMPLATE provides the format to use for submitting disbursement requests to Grantor. Each disbursement request shall contain supporting or back-up documentation for all amounts shown on the request, including receipts for all materials and supplies, all Grantee staff time shown by number of hours worked and hourly rate, and all contractor or sub-contractor services.
- 4.4 Grantor may withhold ten percent (10%) of the total approved amount from each disbursement (Retained Grant Funds) until Grantor has approved the completion of the Project, the final report required by Section 6.4, and the final request for disbursement.

- 4.5 Upon completion of Project activities, Grantee may request disbursement of the Retained Grant Funds. Grantee shall submit this request no later than thirty (30) days after the Projected Completion Date (as defined in Section 6.1).
- 4.6 Please submit disbursement requests electronically to WCB at WCBclerk@wildlife.ca.gov and WCB Project Manager (kurt.malchow@wildlife.ca.gov) with "Project ID 2019107 Invoice No. ____" in the subject line.

Alternatively, hard copy requests for disbursement can be sent to:

Wildlife Conservation Board
P.O. Box 944209
Sacramento, California 94244-2090
Attn: Kurt Malchow

- 4.7 Grantee shall reimburse Grantor for any erroneous disbursement of Grant Funds under this Agreement. Reimbursement shall occur within 30 days of written demand by Grantor. Interest shall accrue at the highest rate allowed by law from the time that reimbursement becomes due and owing until received by Grantor.
- 4.8 Despite any contrary provision of this Agreement, Grantor shall not be obligated to disburse any remaining unpaid portion of the Grant Funds unless and until sufficient funds identified for allocation to the Project (as further specified in the Funding Certification attached to this Agreement) are released by the State Treasurer's Office to Grantor for expenditure pursuant to this Agreement. No request for disbursement submitted prior to the release of such funds to Grantor shall be effective.
- 4.9 With the final invoice, Grantee shall provide a completed Final Match Accounting Form (Exhibit D – FINAL MATCH TEMPLATE) when Project work is completed. The completed Final Match Accounting Form shall identify and delineate all matching funds expended and in-kind services provided during the Grant term before Project completion and will be consistent with Exhibit B – BUDGET.

5. BUDGET AND INDIRECT COSTS

- 5.1 The attached Budget is an estimate of the Grantee's anticipated costs for the Project and discloses all funding sources for the Project, including all amounts applied for or obtained from sources other than Grantor. Should the Budget not disclose all funding sources for the Project, Grantor may refer this Agreement to

the Department of Finance for a Project audit. Grantee may seek additional funding from sources other than Grantor, with Grantor's approval, to cover cost increases or to reduce Grantor's cost share. Should Grantee obtain additional funds from sources other than Grantor, Grantee shall promptly notify Grantor of the amounts and sources of the additional funding and submit a proposed new budget reflecting any changes to Grantor for its approval.

When actual Project costs indicate that the costs of certain Budget categories payable by Grantor are higher than estimated, and these higher costs are offset by lower costs in other Budget categories payable by Grantor, the Grantee may submit a written request to Grantor to shift funds between such Budget categories. Contingencies shall be used only upon written approval by Grantor. Grantor shall approve or deny a requested Budget revision or use of contingencies in writing within 10 business days of receipt of Grantee's written request.

- 5.2 Indirect cost rates are limited to 20 percent of the total Grant Funds minus subcontractor and equipment costs. Any amount over 20 percent will not be funded but may be used as cost share. If Grantee seeks to recover indirect or administrative costs, this item should be included as a line item in the Budget. Any cost that is billed as a direct cost may not be included in indirect cost rates. Indirect costs include, but are not limited to, the following: workers compensation insurance, utilities, office space rental, phone, and copying which is directly related to completion of the Project. Costs for subcontractors and purchase of equipment cannot be included in the calculation of indirect costs in the Budget. It is the responsibility of the Grantee to keep documentation for all indirect costs claimed in Exhibit B. For all indirect costs claimed, Grantee must keep backup documents in audit-ready files (these documents are not provided to WCB).

6. GRANTEE'S COVENANTS

In consideration of this Agreement, Grantee hereby covenants and agrees as follows:

- 6.1. Grantee will complete or cause to be completed all Project activities in accordance with Grantee's proposed design and specifications submitted to Grantor, a copy of which is attached as Exhibit E - WORK PLAN and incorporated herein by this reference, on or before June 30, 2022 (Projected Completion Date). The Project will be considered complete when all Project activities have been completed and Grantor has approved (a) the completion of the Project, (b) the final report required by Section 6.4, and (c) the final request for disbursement.
- 6.2. Grantee is responsible for obtaining all necessary permits and approvals for the Project (including its construction, management, monitoring, operation, use and maintenance), and complying with all federal, state and

local statutes, laws, regulations, ordinances, orders and other governmental and quasi-governmental requirements that apply to the Project (including its construction, management, monitoring, operation, use and maintenance).

- 6.3 Grantee shall recognize the cooperative nature of the Project and shall provide credit to the Grantor on signs, demonstrations, promotional materials, advertisements, publications and exhibits prepared or approved by Grantee referencing the Project. Any sign installed on the Property referencing the Project shall be subject to the mutual agreement of Grantor and Grantee regarding text, design and location and shall display the logo of Grantor. Grantee is encouraged to display the California Climate Investments logo on equipment and signage, as applicable, to acknowledge the funding source.
- 6.4 Not later than 30 days following the completion of all Project activities Grantee will submit either five hard copies or one hard copy and one digital copy of a final report of accomplishments, including pre- and post-Project photographs and a final design or site plan of the Project, to Grantor.
- 6.5 Grantee shall ensure that the Property restored with funds provided by Grantor is operated, used and maintained for 25 years after the Grantor's Notice to Proceed (Project Life) consistent with the Purposes of Grant and in accordance with the long-term management plan for the Project attached as Exhibit F – MANAGEMENT PLAN.
- 6.6 The Grantee shall permit Grantor, the California Department of Fish and Wildlife, and their respective members, officers, employees, agents and representatives, to access the Property at least once every twelve months from the date of Grantor's Notice to Proceed through the end of the Project Life for purposes of inspections and monitoring. Such access shall be at times reasonably acceptable to the Property owners and the requester following written or verbal request to the Grantee.

7. BREACH AND REMEDIES

- 7.1 In the event of a breach of Grantee's obligations under this Agreement, Grantor shall give notice to Grantee describing the breach. If Grantee does not cure the breach described in the Grantor's notice within 90 days after the date of Grantor's notice (or, if the breach cannot reasonably be cured within 90 days, Grantee does not commence the cure within the 90-day period and diligently pursue it to completion), then Grantee shall be in default of this Agreement.

- 7.2 In the event of a default by Grantee *before* the Project is complete then, in addition to any and all other remedies available at law or in equity, Grantor may seek specific performance of this Agreement. Grantee agrees that specific performance is an appropriate remedy because the benefits to Grantor from Grantee's completion of the Project in accordance with this Agreement, as described in Section 2 (Purposes of Grant), are unique and damages would not adequately compensate Grantor for the loss of such benefits.
- 7.3 In the event of a default by Grantee, in addition to any and all other remedies available at law or in equity, Grantor may withhold Grant Funds from Grantee or may require reimbursement of Grant Funds that were disbursed in error due to a breach of the Grant terms, including incorrect billing of indirect costs as identified in Section 5.2.
- 7.4 In the event of a default by Grantee, in addition to any and all other remedies available under this Agreement, at law or in equity, Grantor may require Grantee to reimburse the Grant Funds to Grantor in an amount determined by application of the following Reimbursement Formula:

"Reimbursement Formula"

Formula: Dollar amount of Grant Funds disbursed to Grantee divided by Project Life, times the number of years remaining in the Project Life.

Example: Grantor disburses \$50,000.00 to Grantee for the restoration and enhancement of wetland and riparian habitat, and the Project Life is 25 years. With 10.5 years remaining on the Project Life, the Grantee is in default under the Agreement. The reimbursement amount would be \$21,000, calculated as follows:

$$(\$50,000.00 \div 25 \text{ years}) \times 10.5 \text{ years} = \$21,000$$

Reimbursement shall be due from Grantee immediately upon written demand by Grantor. Interest shall accrue at the highest rate allowed by law from the time that the reimbursement becomes due until it is actually received by Grantor.

- 7.5 Any costs incurred by Grantor, where Grantor is the prevailing party in enforcing the terms of this Agreement, including but not limited to costs of suit, attorneys' and experts' fees, at trial and on appeal, and costs of enforcing any judgment, shall be borne by Grantee.

- 7.6 Waiver of any breach or default by Grantee shall not be deemed to be a waiver of any subsequent breach or default, nor shall it constitute a modification of this Agreement.

8. ADDITIONAL TERMS AND CONDITIONS

8.1 Grantee Responsible for Project

While the Grantor undertakes to assist the Grantee with the Project by providing the Grant Funds pursuant to this Agreement, the Project itself remains the sole responsibility of the Grantee. Grantor undertakes no responsibilities to the Grantee or any third party, other than as expressly set out in this Agreement. The responsibility for implementing the Project is solely that of the Grantee.

8.2 Contracts

All agreements between Grantee and any third party related to the Project must be in writing and contain language that establishes the right of the auditors of the State of California to examine the records of the third party relative to the goods, services, equipment, materials, supplies or other assistance provided to Grantee for the Project. Grantee shall provide a complete copy of each agreement over \$10,000.00 to Grantor prior to commencing work.

8.3 Indemnification

To the fullest extent permitted by law, Grantee shall indemnify, protect, and hold harmless the Wildlife Conservation Board and the State of California, and their respective members, officers, agents, employees and representatives, from and against any and all claims, demands, damages, losses, costs (including attorneys' fees), expenses, and liability of any nature (Claims) arising out of or incident to the Project, Grantee's entry upon and use of the Property, and Grantee's performance of, or failure to observe or perform, any of its obligations under this Agreement. The obligations of Grantee under this Section 8.3 include, without limitation, Claims resulting from the generation, use, storage, disposal, release or threatened release of any hazardous or toxic substance, material or waste; petroleum or petroleum products and other substances that present a threat to human health or the environment.

8.4 Amendment; Severability

This Agreement may be modified only by a written amendment signed by Grantor and Grantee. No oral or written understanding or agreement not incorporated in this document shall be binding on the parties.

If any provision of this Agreement or the application thereof to any person or circumstance is held to be invalid or unenforceable, that shall not affect any other provision of this Agreement or applications of the Agreement that can be given effect without the invalid provision or application. To this end the provisions of this Agreement are severable.

8.5 Independent Capacity of Grantee; Withholding and Payments

Grantee, its members, officers, directors, employees, agents and representatives, is each acting in an independent capacity in entering into and carrying out this Agreement, and not as a partner, member, officer, agent, employee or representative of Grantor. Grantee is responsible for withholding and paying employment taxes, insurance and deductions of any kind required by federal, state or local laws.

8.6 No Assignment or Transfer

This Agreement is not assignable or transferable by Grantee, either in whole or in part, without the prior written consent of Grantor which Grantor may grant or withhold in Grantor's discretion.

8.7 Accounting/Records/Audits

Grantee shall maintain complete and accurate records of its actual Project costs, in accordance with generally accepted accounting principles and practices, and shall retain said records for at least three years after final disbursement by Grantor. During such time, Grantee shall make said records available (or cause them to be made available) to the State of California for inspection and audit purposes during normal business hours. Expenditures not documented, and expenditures not allowed under this Agreement or otherwise authorized in writing by Grantor shall be borne by Grantee. The audit shall be confined to those matters connected with this Agreement, including but not limited to administration and overhead costs.

8.8 Use of Grant Funds to Secure Additional Funding

Grantee agrees that the funding provided under this Agreement shall not be used as matching funds for other grants, or to secure loans or other monetary awards without written approval from the Executive Director, Wildlife Conservation Board. Such approval shall not be unreasonably withheld as long as the purposes for which the Grant Funds were awarded are maintained.

8.9 Termination or Suspension of Agreement

At any time before Grantee has broken ground on the Project Grantor may terminate this Agreement for any reason by providing Grantee not less than 30 days written notice of termination. In addition, Grantor may suspend this Agreement at any time upon written notice to Grantee. In either case, Grantee shall immediately stop work under this Agreement and take all reasonable measures to prevent further costs to Grantor.

Grantor is responsible for reasonable and non-refundable obligations or expenses incurred by the Grantee under this Agreement prior to the date of the notice to terminate or suspend, but only up to the undisbursed balance of funding authorized in this Agreement. Any notice suspending work under this Agreement shall remain in effect until Grantor authorizes work to resume by giving further written notice to Grantee.

8.10 Resolution of Disputes

The State Project Representative is identified on Page i of this Agreement. The State Project Representative has initial jurisdiction over each controversy arising under or in connection with the interpretation or performance of this Agreement or disbursement of Grant Funds. The Grantee will diligently pursue with the State Project Representative a mutually agreeable settlement of any such controversy.

If the controversy cannot be resolved between Grantee and the State Project Representative, the Grantee must direct the grievance together with any evidence, in writing, to the Executive Director of the Wildlife Conservation Board. The grievance must state the issues in the dispute, the legal authority or other basis for the Grantee's position and the relief sought.

The Executive Director or designee shall meet with a representative of the Grantee to review the issues. A written decision signed by the Executive Director or designee shall be returned to the Grantee within twenty (20) working days of the conclusion of this meeting.

8.11 Drug-Free Workplace Certification

By signing this Agreement, Grantee hereby certifies under penalty of perjury under the laws of the State of California that Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- 8.11.1 Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
- 8.11.2 Establish a Drug-Free Awareness Program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
 - a) the dangers of drug abuse in the workplace;
 - b) the person's or organization's policy of maintaining a drug-free workplace;
 - c) any available counseling, rehabilitation and employee assistance

- d) programs; and, penalties that may be imposed upon employees for drug abuse violations.

8.11.3 Provide, as required by Government Code Section 8355(a)(3), that every employee who works on the proposed contract:

- a) will receive a copy of the company's drug-free policy statement; and,
- b) will agree to abide by the terms of the company's statement as a condition of employment on the contract.

Failure to comply with these requirements may result in suspension of disbursements under this Agreement or termination of this Agreement or both and Grantee may be ineligible for award of any future state contracts if the Grantor determines that any of the following has occurred: (1) Grantee has made false certification, or (2) Grantee violates the certification by failing to carry out the requirements as noted above.

8.12 Union Organizing

By signing this Agreement the Grantee hereby acknowledges the applicability to this Agreement of Government Code Sections 16645 through 16649, and certifies that:

8.12.1 No state funds disbursed under this Agreement will be used to assist, promote or deter union organizing;

8.12.2 Grantee shall account for state funds disbursed for a specific expenditure under this Agreement, to show those funds were allocated to that expenditure;

8.12.3 Grantee shall, where state funds are not designated as described in 8.12.2 above, allocate, on a pro-rata basis, all disbursements that support the grant program; and

8.12.4 If Grantee makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no state funds were used for those expenditures, and that Grantee shall provide those records to the Attorney General upon request.

8.13 Labor Code Requirements; Prevailing Wage

State grants may be subject to California Labor Code requirements, which include prevailing wage provisions. Grantee shall pay prevailing wage to all persons employed in the performance of any part of the Project if required by law to do so.

8.14 Disposition of Equipment

Title or ownership of equipment with a unit cost of \$5,000 or more may be retained by Grantee or Grantor upon end of the grant cycle; final disposition will be coordinated by WCB's Grant Manager.

8.15 Informational Products

All informational products (e.g. data, studies, findings, management plans, manuals, photos etc.) relating to California's natural environment and produced with the use of public funds shall be cataloged in the California Geoportal (<http://portal.gis.ca.gov/geoportal/catalog/main/home.page>), maintained by the California Department of Technology.

8.16 Non-Discrimination

During the performance of this Agreement, Grantee shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical disability (including HIV and AIDS), mental disability, medical condition, marital status, age (over 40), sex, sexual orientation, or use of family-care leave, medical-care leave, or pregnancy-disability leave. Grantee shall take affirmative action to ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination and harassment. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Grantee shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 (a-f) *et seq.*), and applicable regulations (California Code of Regulations, Title 2, Section 7285 *et seq.*). The regulations of the Fair Employment and Housing Commission regarding Contractor Nondiscrimination and Compliance (Chapter 5 of Division 4 of Title 2 of the California Code of Regulations) are incorporated by reference into this Agreement. Grantee shall give written notice of its obligations under this non-discrimination clause to labor organizations with which Grantee has a collective bargaining or other agreement, and shall post in conspicuous places available to employees and applicants for employment, notice setting forth the provisions of this section. Grantee shall also include the nondiscrimination and compliance provisions of this Agreement in all contracts related to the Project.

9. NOTICE OF AGREEMENT

The terms, conditions and restrictions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their personal representatives, heirs, successors, and assigns and shall continue as a servitude running with the Property for the Project Life.

Grantee agrees to sign, have acknowledged by a Notary Public and deliver to Grantor for recording a separate document, in a form substantially as shown in

Exhibit G - NOTICE OF UNRECORDED GRANT AGREEMENT, to provide constructive notice of this Agreement.

10. AUTHORIZATION

The signature of the Executive Director certifies that at the meeting of the Wildlife Conservation Board held on November 21, 2019, the Board authorized the award of a grant of up to \$1,250,000.00 to Grantee for the Project.

11. EFFECTIVENESS OF AGREEMENT

This Agreement shall be deemed executed and effective as of the last date it is signed by authorized representative(s) of each of Grantor and Grantee. Each party shall sign two original counterparts of this Agreement. Each fully executed counterpart shall be deemed an original. Grantee shall receive one fully executed original and Grantor shall receive one fully executed original.

12. EXHIBITS

Each of the Exhibits referenced in this Agreement is incorporated by reference as though set forth in full herein. The following Exhibits are attached to this Agreement:

Exhibit A – Location Map

Exhibit B – Budget

Exhibit C – Disbursement Request Template

Exhibit D – Final Cost Share Template

Exhibit E – Work Plan

Exhibit F – Management Plan

Exhibit G – Form of Notice of Unrecorded Grant Agreement

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement.

GRANTOR
STATE OF CALIFORNIA
WILDLIFE CONSERVATION BOARD

By: _____ Date: _____
John P. Donnelly
Executive Director

GRANTEE
Contra Costa County Flood Control and Water Conservation District

By: _____ Date: _____
Brian M. Balbas
Chief Engineer

EXHIBIT A – LOCATION MAP



EXHIBIT B BUDGET

Project Task	Total Cost	WCB	Non-WCB funds*
1. Site Preparation	\$1,467,940		\$1,467,940
2. Earthwork	\$4,113,390	\$1,250,000	\$5,363,390
3. Access Improvements	\$328,520		\$328,520
4. Utility Relocations	\$1,222,325		\$1,222,325
5. Revegetation	\$1,455,429		\$1,455,429
TOTAL	\$8,587,604	\$1,250,000	\$9,837,604

*Non-WCB funding sources include contributions from the grantee, and from the US EPA San Francisco Bay Water Quality Improvement Fund

DISBURSEMENT REQUEST TEMPLATE

Contra Costa Flood Control and Water Conservation District, 255 Glacier Drive, Martinez, CA 94553

Invoice Date: _____

Contact: Paul Detjens, CCFCWCD: (925) 313-2394

Invoice No: _____

Project Name: Lower Walnut Creek Restoration Project

Agreement Number: WC-1928KM

WCB Project ID Number: 2019107

Term of Project: December 31, 2019 - June 30, 2022

Invoice Period Covered: Beginning and End Date

Amendments: describe if any, along with date

WCB Project Manager: Kurt Malchow

PROJECT TASK	TOTAL COST	MATCHING FUNDS, CUMULATIVE**	WCB ALLOCATION	WCB PRIOR INVOICED AMOUNT	CURRENT WCB INVOICE	Remaining Balance of WCB allocation available for expenditure on this task
Describe in a separate row each project task in the Budget approved by the WCB - Must be identical to those shown in the approved budget unless amended	Show the total cost for each task. Must be identical to those shown in the approved budget unless amended	Enter the total dollars of all non-WCB invoices. This column should increase progressively with successive invoices.	Show the total WCB allocated costs for each task. Must be identical to those shown in the approved budget unless amended	Sum all invoices already submitted to the WCB for payment on this task (includes amounts retained by WCB)	Amount of current invoice applied to this task	Remaining Balance of WCB allocation available for expenditure on this task
Task 1: Site Preparation	\$ 1,467,940.00		\$ -			
Task 2: Earthwork	\$ 4,113,390.00		\$ 1,250,000.00			
Task 3: Access Improvements	\$ 328,520.00		\$ -			
Task 4: Utility Relocations	\$ 1,222,325.00		\$ -			
Task 5: Revegetation	\$ 1,455,429.00		\$ -			
TOTAL	\$ 8,587,604.00	\$ -	\$ 1,250,000.00	\$ -	\$ -	\$ -

Total Current Invoice:

\$ -

Less Retention*:

\$ -

TOTAL PAYMENT DUE:

\$ -

Approved for Payment

CURRENT RETENTION

\$ -

PREVIOUS RETENTION:

\$ -

TOTAL RETENTION WITHHELD TO DATE:

\$ -

By: _____

Printed Name _____

_____ Date

*Retention: Unless otherwise approved in advance by WCB, 10% of total current invoice will be retained by WCB until the end of the project.

Each Invoice/Disbursement request should be accompanied by the following:

1. A detailed statement of services for the period covered by the invoice (photos may also be included if appropriate).
2. Supporting or back-up documentation for all charges on the invoice, including receipts for all materials and supplies, all Grantee staff time shown by number of hours worked and hourly rate, and all sub-contractor services.
3. Clearly reconcile all supporting documents and identify them with the charges reflected in the invoice. If the attached supporting document includes a charge that will be reimbursed in part by the WCB and another funding source, clearly indicate the portion being paid by the WCB, and reconcile this amount with the invoice.
4. **Column: Matching Funds, Cumulative: this column should include the total dollars for all match funds and in-kind services provided per invoice period, and should accumulate progressing forward with each invoice. Please refer to EXHIBIT D- FINAL MATCH TEMPLATE, and contact WCB Project Manager for additional questions.

FINAL MATCH ACCOUNTING FORM

Contra Costa Flood Control and Water Conservation District, 255 Glacier Drive, Martinez, CA 94553

Contact: Paul Detjens, CCFCWCD: (925) 313-2394
Project Name: Lower Walnut Creek Restoration Project
Agreement Number: WC-1928KM
Term of Project: December 31, 2019 - June 30, 2022
Amendments: describe if any, along with date
WCB Project Manager: Kurt Malchow

PROJECT TASK	TOTAL COST	WCB				TOTAL MATCH**	
		ALLOCATION	MATCH SOURCE	MATCH SOURCE	MATCH SOURCE		
Column contents should be identical to Grant, Exhibit B	Column will be identical to Grant, Exhibit B	Column will be identical to Grant, Exhibit B	Match Source #1, Name	Match Source #2, Name	Match Source #3, Name	Insert additional columns as needed.	Total of all non-WCB charges to this task. This includes invoices or charges for the task item, attributed to another funding source/ partner.
Task 1: Site Preparation	\$ 1,467,940.00		\$ -				
Task 2: Earthwork	\$ 4,113,390.00		\$ 1,250,000.00				
Task 3: Access Improvements	\$ 328,520.00		\$ -				
Task 4: Utility Relocations	\$ 1,222,325.00		\$ -				
Task 5: Revegetation	\$ 1,455,429.00		\$ -				
TOTAL	\$ 8,587,604.00	\$ -	\$ 1,250,000.00	\$ -	\$ -	\$ -	\$ -

NOTES

- 1 ** This column will be the same as WCB Disbursement Template, "Matching Funds, Cumulative", and should be identical to match presented in Grant Exhibit B.
- 2 Matching funds backup documents to include: invoices, timesheets, or time estimates with justification. Grantee will keep backup documents for audit-ready files (backup documents will not be provided to WCB).
- 3 This EXHIBIT D - FINAL MATCH ACCOUNTING FORM should be included with the final invoice when work is completed, in advance of retention release invoice.
- 4 If Project has numerous partners with small match items, these may be consolidated into one column. Please discuss with WCB Project Manager

Exhibit E - WORK PLAN

The project goal is to restore and enhance wetlands and associated habitats in Lower Walnut Creek and to provide sustainable flood management, while allowing opportunities for public access and recreation. Project objectives include improving ecological function and habitat quantity, quality, and connectivity, maintaining appropriate levels of flood protection, and allowing for future public access. Initial site analyses and construction design has been arranged for these project benefits to persist under future projected environmental changes such as sea level rise and sedimentation.

The project is being implemented in four phases; Phase 1– Planning and Stakeholder Outreach (completed 2017), Phase 2 – Design, Permitting, and Environmental Compliance (in progress), Phase 3 – Implementation of North and South Reaches (2019-2022), and Phase 4 – Monitoring and Adaptive Management of North and South Reaches (2022 - 2047). The Middle Reach will be implemented in a subsequent phase, with the timing to be determined. The grant funding under this agreement is to support Phase 3 of the project and will be directed to earthwork construction for the North and South Reaches.

Construction - North Reach

The District's selected contractor would implement the construction of the North Reach portion of the project. Construction activities include:

- Mobilization, site preparation, permit compliance
- Excavation and grading to create new tidal channels, tidal marsh, adjacent terrestrial lowlands, and upland habitats in all reaches
- Excavation to lower the existing berms
- Protection of existing buried utilities running in parallel to Waterfront Road and in parallel to the existing access road
- Placement of excess excavation from the South and Middle reaches in the North Reach
- Revegetation of terrestrial lowlands and upland areas

Long term vegetation maintenance and monitoring will take place outside the scope of this grant and work plan.

Equipment anticipated for construction includes excavators, dozers, end dumps, track pulled scrapers, conventional big wheel scrapers, water trucks, rollers, and sheepsfoot compactor. Depending upon the contractor, channel excavation will be performed with a combination of low ground pressure equipment including excavators, dozers, end dumps, and track pulled scrapers. Fine grading of transitional and upland slopes will be performed with a grader.

Construction – South Reach

The District's selected contractor would implement the construction of the South Reach portion of the project. Construction activities include:

- Mobilization, site preparation, permit compliance
- Earthwork to construct new setback levees and lower and breach existing levees.
- Excavation and grading to create new tidal channels, tidal marsh, adjacent terrestrial lowlands, and upland habitats
- Installation of levee maintenance access roads
- Relocation of utilities within the new levee footprint
- Revegetation of upland and transition habitats

Equipment anticipated for construction includes excavators, dozers, end dumps, track pulled scrapers, conventional big wheel scrapers, water trucks, rollers, and sheepsfoot compactor. Depending upon the contractor, channel excavation will be performed with a combination of low ground pressure equipment including excavators, dozers, end dumps, and track pulled scrapers. Fine grading of transitional and upland slopes will be performed with a grader.

Exhibit F – Management Plan

This Management Plan outlines the key management strategies to ensure sustainability of benefits funded by this grant for the Lower Walnut Creek Restoration Project (Project) over the Project Life of 25 years.

The project goal is to restore and enhance wetlands and associated habitats in Lower Walnut Creek and to provide sustainable flood management, while allowing opportunities for public access and recreation. Project objectives include improving ecological function and habitat quantity, quality, and connectivity, maintaining appropriate levels of flood protection, and allowing for future public access. Initial site analyses and construction design have been arranged for these project benefits to persist under future projected environmental changes such as sea level rise and sedimentation.

Responsible Parties

The District, in conjunction with its partner, will be responsible for ongoing maintenance, management and monitoring of the Project, including gathering and analyzing data and issuing all required monitoring reports. The District's partner in the North Reach (Pacheco Marsh) is the John Muir Land Trust (JMLT).

JMLT's partnership applies only to the North Reach of the project. For the South Reach, ongoing maintenance, management and monitoring will be the sole responsibility of the District.

Funding Mechanisms

The District will use ad valorem tax revenue collected from property owners in the watershed to satisfy long term District responsibilities related to the Project. JMLT will use other JMLT funds, grants, and donations from corporations, foundations and individuals to satisfy JMLT long term responsibilities related to the Project.

Management and Maintenance Activities.

The Project has been specifically designed to minimize the need for active operations and ongoing maintenance. Ongoing management activities are expected to include:

1. Vegetation Maintenance
2. Trash Collection
3. Site Security
4. Repair of vandalism
5. Inspection and repair of levees, storm drains, embankments and channels

These are described in more detail in the following sections.

Note that the public access trails and facilities to be installed in future phases of the Project are beyond the scope of this grant, and thus are not discussed in this plan.

Vegetation Management

Vegetation management will be focused on restricting the spread of target invasive exotic species and may include mechanical treatment (mowing, manual pull, mechanical scrape) and/or herbicide application, as determined by a qualified biologist/botanist in response to particular site conditions. Actions to control non-native invasive plant species are outlined below.

Mediterranean stinkwort and perennial pepperweed are species of particular concern and thus top priority for control. Populations targeted for management would be selected based upon population size and location relative to restoration design elements, and on feasibility of elimination/control within the available timeframe.

- Mechanically treat (hard mow, manually pull, mechanically scrape) selected stinkwort colonies in late summer/early fall, during the earliest flowering stages, prior to seed set; treat regrowth and new seedlings with herbicides approved by federal (e.g., U.S. Environmental Protection Agency) and state (e.g., California Environmental Protection Agency) regulatory and permitting agencies for wetland applications.
- Treat selected pepperweed and other invasive plant species with mechanical removal and/or glyphosate herbicide formulations approved for wetland applications. Treat during late preflowering bolting (maximum shoot elongation) or up to earliest flowering stages (usually late March to early May, depending on temperatures); retreat new growth with herbicides in summer prior to seed set.

More information about weed management can be found in the Lower Walnut Creek Project Monitoring and Adaptive Management plan (MAMP), including a list of target weeds for management, summary information on management methods, and a preliminary schedule of weed management activities for control of potential invasive plant species. Generally, high priority weeds will be monitored twice a year, or as needed.

Trash Collection, Site Security and Repair of Vandalism

The District and JMLT both have significant land holdings and have extensive experience with long term site management, including trash collection, site security and repair of vandalism. Before public access amenities are installed, no official public access will be permitted, and management of the restored Project area will be similar to existing management of the 'pre-project' area. The area will be inspected periodically, gates will be repaired as needed, and maintenance crews will remove material that may have been dumped onto the property. After official public access is allowed, site management will become

more active with servicing of trash receptacles and maintenance of gates and fences to facilitate proper access and discourage trespass.

Inspection and repair of levees, storm drains, embankments and channels

During the 10 year regulatory monitoring period, the built infrastructure will be closely monitored with results reported to the various regulatory agencies having jurisdiction over the Project. Once the monitoring period is complete, the Project site will enter a phase of long term stewardship. As with other long term holdings, Project infrastructure will typically be inspected annually, or immediately following significant storm events. Any identified remedial work will be scheduled depending on the severity of any damage and the reduction in level of service.

How the Project Design Ensures Sustainability of the Project Objectives

The overall project design approach is to restore natural hydrology, sedimentation, and vegetative processes that naturally sustain tidal wetlands and associated habitats over time, minimizing the need for ongoing management. In this way, the design maximizes sustainability.

The items of work funded by this Wildlife Conservation Board grant (see work plan in Exhibit E) are primarily excavation and grading which are considered permanent project features and are unlikely to be removed or damaged over time, ensuring their continued effectiveness.

The District has owned the South Reach since 1965 and will continue to hold those areas in fee title. The District has owned the creek portion of the North Reach since 1965 and will continue to hold those areas in fee title. The District and JMLT have jointly owned and managed the Pacheco Marsh portion of the North Reach since its purchase for the project in 2003. Currently, the District holds fee title to Pacheco Marsh, but intends to transfer fee to JMLT once Project implementation is complete.

Recording requested by,
and when recorded mail to:

STATE OF CALIFORNIA
Department of Fish and Wildlife
Wildlife Conservation Board
P.O. Box 944209
Sacramento, California 94244-2090

_____ Space above this line for Recorder's Use _____

Project: **NAME**

County:

Project ID:

NOTICE OF UNRECORDED GRANT AGREEMENT

A Grant Agreement titled for reference purposes as **NAME** (Agreement No. **XXXX**), was entered into by and between the State of California, by and through the Wildlife Conservation Board (Board), **NAME** (Grantee) and **NAME** (Landowner). As this recording is on the behalf of the State, please note the recording of these documents is not subject to payment of fees pursuant to Section 27383 of the Government Code.

The Board, Grantee and Landowner entered into said Grant Agreement (No. WC-XXXX), pursuant to which the Board granted funds to Grantee to perform certain activities on the certain real property in XXXX County owned by the Landowner, to **BRIEF PROJECT DESCRIPTION, E.G., RESTORE WETLAND HABITAT**. The Grant Agreement term runs from **DATE**, through **DATE**, for capital improvements and restoration activities and from **DATE**, through **DATE (typically 25 years)**, for management and monitoring practices. The terms, conditions and restrictions of the Grant Agreement are binding upon and inure to the benefit of the Landowner, and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running for the project life span of the project on the subject lands as described in Exhibit "A" attached hereto and incorporated herein by this reference. For additional terms and conditions of the Grant, reference should be made to the Grant Agreement which is on file with the Wildlife Conservation Board, 1700 9th Street, 4th Floor, Sacramento, California 95811.

SIGNATURE OF STATE OF CALIFORNIA, WILDLIFE CONSERVATION BOARD

John P. Donnelly, Executive Director

DATE _____

SIGNATURE OF GRANTEE (**NAME**)

NAME, TITLE

DATE _____

SIGNATURE OF LANDOWNER (**NAME**)

(This is an EXAMPLE NOUGA – Do Not sign this copy)

DATE _____

NAME, TITLE

EXHIBIT A

LEGAL DESCRIPTION

All that certain real property situate in the County of XXXX, State of California,
described as follows:



**Contra
Costa
County**

To: Board of Supervisors
From: David Twa, County Administrator
Date: November 12, 2019

Subject: Claims

RECOMMENDATION(S):

DENY claims filed by Jody L. Blanchard, Anthony Tyrone Garrison, Emerson and Sarah Gomez, Sarad Gyawali, Elijah Hawkins III, Meera Paul, and Jeremy D. Recht for Recht Estate Trust. DENY amended claim filed by Leah Burris and M.S. a minor.

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

Jody L. Blanchard: Property claim for damage to vehicle due to roadway in the amount of \$4,689.67

Anthony Tyrone Garrison: Personal injury claim for violation of civil rights in the amount of \$25,000.

Emerson & Sarah Gomez: Claim for indemnity and contribution arising out of a motor vehicle accident.

Sarad Gyawali: Property claim for damage to vehicle arising out of motor vehicle accident in unknown amount.

Elijah Hawkins III: Personal injury claim for damages arising out of a motor vehicle accident in an amount to exceed \$25,000.

Meera Paul: Property claim for damage to vehicle due to roadway in the amount of \$85.

Jeremy D. Recht for Recht Estate Trust: Property

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/12/2019** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: November 12, 2019

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

By: Stephanie Mello, Deputy

Contact: Scott Selby
925.335.1400

cc:

BACKGROUND: (CONT'D)

claim for damage to personal property arising out of probate matter.

Leah Burris: Amended claim for medical negligence in an amount to be determined.

M.S., a minor: Amended claim for medical negligence in an amount to be determined.



Contra
Costa
County

To: Board of Supervisors
From: Karen Mitchoff, District IV Supervisor
Date: November 12, 2019

Subject: Recognizing the Veterans in Contra Costa County

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/12/2019** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: November 12, 2019

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

By: Stephanie Mello, Deputy

Contact: Colleen Isenberg,
9255217100

cc:

AGENDA ATTACHMENTS

Resolution 2019/620

MINUTES ATTACHMENTS

Signed Resolution No.

2019/620

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

In the matter of:

Resolution No. 2019/620

Recognizing the Veterans in Contra Costa County

November 11, 1919, President Woodrow Wilson proclaimed the first commemoration of Armistice Day; and

Whereas, in 1938 an act was passed to make November 11th a Federal Holiday dedicated to the cause of world peace and would be known as Armistice Day; and in 1954 a new act was passed which changed the name from Armistice Day to Veterans Day and it has been celebrated ever since; and

Whereas, on Veterans Day, we pay tribute to the service and sacrifice of the men and women who in defense of our freedom have bravely worn the uniform of the United States; and

Whereas, today, we are reminded of our solemn obligation; to serve our veterans as well as they have served us; and

Whereas, our veterans have defended our nation's ideals established by our founding fathers, protected the innocent, and liberated the oppressed from tyranny and terror; and

Whereas, the freedom and security enjoyed by Americans is the direct result of the sacrifices of those who have served and who are serving in our Armed Forces; and

Whereas, our veterans have served with honor, courage, and commitment in World War II, Korea, Vietnam, Operation Desert Storm, Afghanistan, Iraq, and other military actions protecting our freedoms; and

Whereas, our veterans who fought to protect our democracy are strengthening it here back at home. Once leaders in the Armed Forces, they are now pioneers of industry and pillars of their communities. Their character reflects our enduring American spirit, and in their example, we find inspiration and strength; and

Whereas, many of our veterans continue to serve one another through the over 20 veteran services organizations throughout Contra Costa County that continue to provide invaluable services to our veterans: assistance with health claims, job training programs, community support, and countless hours of volunteer services throughout our communities; and

Whereas, we will never forget the heroes who have made the ultimate sacrifice and all those who have not yet returned home.

that the Board of Supervisors of Contra Costa County does hereby recognize and honor the men and women of our country, who have served, and who are serving, in our Armed Forces of the United States in observance of Veterans Day 2019.

JOHN GIOIA
Chair, District I Supervisor

CANDACE ANDERSEN
District II Supervisor

DIANE BURGIS
District III Supervisor

KAREN MITCHOFF
District IV Supervisor

FEDERAL D. GLOVER
District V Supervisor

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

ATTESTED: November 12, 2019

David J. Twa,

By: _____, Deputy

The Board of Supervisors of Contra Costa County, California

C.10

In the matter of recognizing the Veterans in Contra
Costa County

Resolution No. 2019/620

WHEREAS, on November 11, 1919, President Woodrow Wilson proclaimed the first commemoration of Armistice Day; and

WHEREAS, in 1938 an act was passed to make November 11th a Federal Holiday dedicated to the cause of world peace and would be known as Armistice Day; and in 1954 a new act was passed which changed the name from Armistice Day to Veterans Day and it has been celebrated ever since; and

WHEREAS, on Veterans Day, we pay tribute to the service and sacrifice of the men and women who in defense of our freedom have bravely worn the uniform of the United States; and

WHEREAS, today, we are reminded of our solemn obligation; to serve our veterans as well as they have served us; and

WHEREAS, our veterans have defended our nation's ideals established by our founding fathers, protected the innocent, and liberated the oppressed from tyranny and terror; and

WHEREAS, the freedom and security enjoyed by Americans is the direct result of the sacrifices of those who have served and who are serving in our Armed Forces; and

WHEREAS, our veterans have served with honor, courage, and commitment in World War II, Korea, Vietnam, Operation Desert Storm, Afghanistan, Iraq, and other military actions protecting our freedoms; and

WHEREAS, our veterans who fought to protect our democracy are strengthening it here back at home. Once leaders in the Armed Forces, they are now pioneers of industry and pillars of their communities. Their character reflects our enduring American spirit, and in their example, we find inspiration and strength; and

WHEREAS, many of our veterans continue to serve one another through the over 20 veteran services organizations throughout Contra Costa County that continue to provide invaluable services to our veterans: assistance with health claims, job training programs, community support, and countless hours of volunteer services throughout our communities; and


WHEREAS, we will never forget the heroes who have made the ultimate sacrifice and all those who have not yet returned home.


NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Contra Costa County does hereby recognize and honor the men and women of our country, who have served, and who are serving, in our Armed Forces of the United States in observance of Veterans Day 2019.

PASSED by a unanimous vote of the Board of Supervisors members present this 12th day of November, 2019.

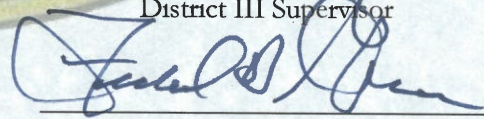

JOHN GIOIA

Chair,
District I Supervisor


CANDACE ANDERSEN
District II Supervisor


DIANE BURGIS
District III Supervisor


KAREN MITCHOFF
District IV Supervisor

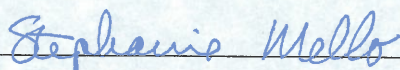

FEDERAL D. GLOVER
District V Supervisor



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

ATTESTED: November 12, 2019

DAVID TWA, Clerk of the Board of Supervisors and County Administrator

By , Deputy



Contra
Costa
County

To: Board of Supervisors
From: Karen Mitchoff, District IV Supervisor
Date: November 12, 2019

Subject: In the matter of honoring Jeffrey Jewell the Concord Vet Center Director on his retirement

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/12/2019** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: November 12, 2019

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

By: Stephanie Mello, Deputy

Contact: Colleen Isenberg,
925-521-7100

cc:

AGENDA ATTACHMENTS

Resolution 2019/621

MINUTES ATTACHMENTS

Signed Resolution No.

2019/621

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

In the matter of:

Resolution No. 2019/621

honoring Jeffrey Jewell the Concord Vet Center Director on his retirement

Jeffrey (Jeff) Jewell is a United States Air Force Veteran from 1973 to 1981 with two tours at Travis Air Force Base in California and one tour at Yokota Air Force Base in Japan as a crew chief on C5-A's; and

Whereas, prior to coming to the Department of Veterans Affairs, Jeff was a Veterans Benefits Counselor for ten years in Solano County; and

Whereas, he joined the Department of Veterans Affairs, Vet Center Team in 2001 at the Oakland Vet Center as Readjustment Counseling Therapist and transferred to the Concord Vet Center in 2003; and

Whereas, in March 2010, he was promoted to the director of the Sacramento Vet Center; and

Whereas, in January 2014, Jeff returned to the Concord Vet Center as the Director; and

Whereas, he was the lead bereavement counselor for the Vet Centers and he has been as the lead counselor at the Marine Memorial Annual Connection and Sharing Event with Gold Star Families for 16 years; and

Whereas, Jeff has been doing outreach at California State Prison Solano, Vacaville and California Medical Facility, Vacaville for the past 17 years to veterans that are incarcerated; and

Whereas, he has earned the following degrees all with honors: Associate of Arts in Business, Solano Community College; Bachelor of Arts in Human Relations, Golden Gate University; Master's in Public Administration, Human Resource Management, Golden Gate University; Master of Arts, Psychology, Marriage and Family Therapy, Chapman University; and

Whereas, Jeff is currently the 5th District Commander for the American Legion; and

Whereas, he is part of the Veterans Court in Solano County; and

Whereas, Jeff is the past chairman of the Vet Center National Homeless Veterans Working Group and he is the Director of the annual North Bay Homeless Veterans Stand-down.

that the Contra Costa County Board of Supervisors recognizes Jeffrey Jewell on the occasion of his retirement and honors his hard work and dedication to the veterans of our community.

JOHN GIOIA
Chair, District I Supervisor

CANDACE ANDERSEN
District II Supervisor

DIANE BURGIS
District III Supervisor

KAREN MITCHOFF
District IV Supervisor

FEDERAL D. GLOVER
District V Supervisor

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

ATTESTED: November 12, 2019

David J. Twa,

By: _____, Deputy

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

C.11

In the matter of honoring Jeffrey Jewell from the
Concord Vet Center Director on his retirement

Resolution No. 2019/621

WHEREAS, Jeffrey (Jeff) Jewell is a United States Air Force Veteran from 1973 to 1981 with two tours at Travis Air Force Base in California and one tour at Yokota Air Force Base in Japan as a crew chief on C5-A's; and

WHEREAS, prior to coming to the Department of Veterans Affairs, Jeff was a Veterans Benefits Counselor for ten years in Solano County; and

WHEREAS, he joined the Department of Veterans Affairs, Vet Center Team in 2001 at the Oakland Vet Center as Readjustment Counseling Therapist and transferred to the Concord Vet Center in 2003; and

WHEREAS, in March 2010, he was promoted to the director of the Sacramento Vet Center; and

WHEREAS, in January 2014, Jeff returned to the Concord Vet Center as the Director; and

WHEREAS, he was the lead bereavement counselor for the Vet Centers, and he has been as the lead counselor at the Marine Memorial Annual Connection and Sharing Event with Gold Star Families for 16 years; and

WHEREAS, Jeff has been doing outreach at California State Prison Solano, Vacaville and California Medical Facility, Vacaville for the past 17 years to veterans that are incarcerated; and

WHEREAS, he has earned the following degrees all with honors: Associate of Arts in Business, Solano Community College; Bachelor of Arts in Human Relations, Golden Gate University; Master's in Public Administration, Human Resource Management, Golden Gate University; Master of Arts, Psychology, Marriage and Family Therapy, Chapman University; and

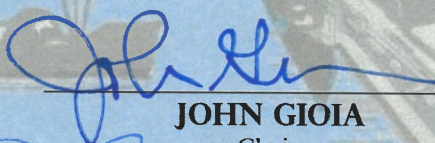
WHEREAS, Jeff is currently the 5th District Commander for the American Legion; and

WHEREAS, he is part of the Veterans Court in Solano County; and

WHEREAS, Jeff is the past chairman of the Vet Center National Homeless Veterans Working Group and he is the Director of the annual North Bay Homeless Veterans Stand-down.

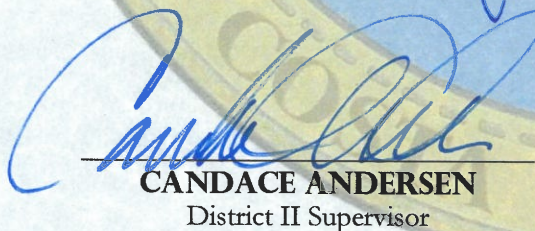
NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Contra Costa County does hereby recognize Jeffrey Jewell on the occasion of his retirement and does honor his hard work and dedication to the veterans of our community.

PASSED by a unanimous vote of the Board of Supervisors members present this 12th day of November, 2019.

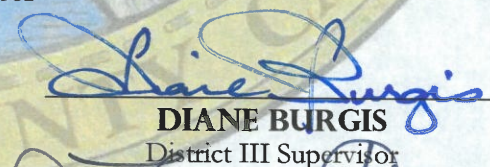


JOHN GIOIA

Chair,
District I Supervisor



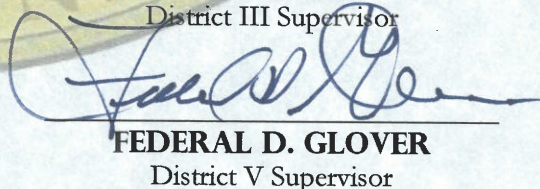
CANDACE ANDERSEN
District II Supervisor



DIANE BURGIS
District III Supervisor



KAREN MITCHOFF
District IV Supervisor



FEDERAL D. GLOVER
District V Supervisor



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

ATTESTED: November 12, 2019

DAVID TWA, Clerk of the Board of Supervisors and County Administrator

By Stephanie Mello, Deputy



Contra
Costa
County

To: Board of Supervisors
From: John Kopchik, Director, Conservation & Development Department
Date: November 12, 2019

Subject: Introduction of an Ordinance Calling for a Special Election for a Local Sales Tax for Transportation Improvements and Growth Management

RECOMMENDATION(S):

INTRODUCE Ordinance No. 2019-33 calling a special election for voter approval of a 35-year countywide transportation transaction and use tax, and consolidating the special election with the statewide primary election on March 3, 2020; WAIVE reading; and FIX November 19, 2019 for adoption.

FISCAL IMPACT:

The Authority has committed to reimbursing the County for all costs of conducting this election.

BACKGROUND:

Ordinance No. 2019-33 calls a special election for the purpose of submitting a 35-year countywide transportation transaction and use tax (sales tax) to the voters of Contra Costa County, pursuant to Public Utilities Code section 180201 et seq. and Revenue and Taxation Code section 7291, as requested by the Contra Costa Transportation Authority (Authority). The ordinance also consolidates the special election with the statewide primary election on March 3, 2020.

Over the past several months, the Authority has undertaken actions necessary to have a measure placed on the March 2020 primary election ballot that would establish an additional one-half of one percent sales tax for transportation purposes to meet the growing needs of Contra Costa County. If the tax passes, the

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: 11/12/2019 APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: November 12, 2019

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

By: Stephanie Mello, Deputy

Contact: John Cunningham (925)
674-7833

cc: Brian Balbas, Tim Haile

BACKGROUND: (CONT'D)

revenues will supplement an existing one-half of one percent local transportation sales tax implemented by Measure C in 1988, which was extended until March 31, 2034 by Measure J in 2004.

As required by Public Utilities Code section 180206, the Authority prepared a Transportation Expenditure Plan (TEP), entitled "A Transformative Plan For Contra Costa's Future, 2020 Transportation Expenditure Plan", that sets forth the use of the approximately \$3.6 billion expected to be derived from the 35-year sales tax. The proposed TEP also includes a revised Growth Management Program (GMP), a new Complete Streets Policy, a new Road Traffic Safety Policy, a new Transit Policy, and a new Advance Mitigation Program to help the Authority achieve its goals to reduce future congestion, manage the impacts of growth, and expand alternatives to the single-occupant vehicle.

The Authority approved the final language for the TEP on August 28, 2019 and released the TEP for approval by city/town councils and the County Board of Supervisors. By October 22, 2019, the TEP was approved by the city/town councils of all nineteen of the cities/towns in Contra Costa County and the County Board of Supervisors (the Board approved the TEP on September 24, 2019).

Following approval of the TEP by the governing boards of Contra Costa County and its cities/towns, the Authority approved the TEP on October 30, 2019 by Authority Ordinance 19-02. Ordinance 19-02 and the associated TEP are attached to this report. At the same time, it adopted Authority Ordinance No. 19-03, which establishes a transportation sales tax for the period from July 1, 2020 to June 30, 2055, subject to the approval of two-thirds of the voters. Through Authority Resolution 19-55-P the Authority also requested that the Board of Supervisors call and consolidate an election for the purpose of submitting a ballot measure to the qualified voters seeking approval of the sales tax.

Public Utilities Code sections 180201 and 180203 require the election to be called by a county ordinance. At least five days must elapse between introduction and adoption of the ordinance. The Board's action today introduces the ordinance, waives its reading, and fixes adoption of the ordinance for November 19, 2019. The Board's adoption of this ordinance is a ministerial activity that is exempt from CEQA (Public Resources Code section 21080(b)(1)).

The sample ballot mailed to the voters will contain the full proposition, as set forth in Section III of Ordinance 2016-17, and the voter information handbook will include the entire TEP and Authority Ordinance No. 19-03, which establishes the sales tax.

Pursuant to Public Utilities Code section 180203(a) and Authority Resolution 19-55-P, the Authority will reimburse the County for all costs of conducting the election, including those relating to consolidation of the election.

CONSEQUENCE OF NEGATIVE ACTION:

If the Board of Supervisors does not take the recommended actions, the Authority's proposed 35-year countywide transportation sales tax will not be submitted to the voters as a measure on the March 3, 2020 ballot.

ATTACHMENTS

CC County Ord 2019-33 TEP-Election

CCTA Ordinance 19-02 Adopting the 2020 Transportation Expenditure Plan

ORDINANCE NO. 2019-33
(Calling of Special Election for Voter Approval to Augment Local Sales Tax for Transportation Purposes)

The Contra Costa County Board of Supervisors ordains as follows:

SECTION I. SUMMARY. This ordinance calls a special election, at the request of the Contra Costa Transportation Authority (the Authority), for the purpose of submitting to the voters for approval an additional one-half of one percent sales tax for the transportation projects and programs described in the tax ordinance and county transportation expenditure plan adopted by the Authority on October 30, 2019.

SECTION II. RECITALS AND FINDINGS. This ordinance is made with reference to the following recitals and findings:

Local highway and transportation improvements in Contra Costa County are needed to address countywide mobility needs and alleviate traffic congestion that threatens the economic viability of the area and adversely impacts the quality of life in the County.

To manage current and future local transportation maintenance and improvement needs, local jurisdictions need to develop and implement local funding programs that go significantly beyond current federal and state funding, which is inadequate to resolve these problems.

It is in the public interest, under the Local Transportation Authority and Improvement Act (Public Utilities Code Section 180000 and following), to allow the voters in Contra Costa County to implement a new retail transactions and use tax (sales tax) ordinance to raise additional local revenues for a transportation expenditure plan that funds transportation improvements and maintenance and meets local transportation needs in a timely manner.

In 1988, voters in Contra Costa County passed Measure C, which created a one-half cent sales tax for 20 years to support transportation programs and projects. In 2004, voters approved Measure J, which extended the transportation sales tax for an additional 25 years beyond the previous expiration date.

On August 28, 2019, the Authority authorized the release of a proposed Transportation Expenditure Plan, *A Transformative Plan for Contra Costa's Future*,

2020 Transportation Expenditure Plan, to the County, cities and towns to consider, among other matters, establishing an additional countywide one-half of one percent sales tax for 35 years to increase the funding of transportation projects, subject to approval by the qualified electors on the March 3, 2020 ballot.

All of Contra Costa County's nineteen cities and towns representing 100 percent of the incorporated area population, and the County Board of Supervisors, have approved the Transportation Expenditure Plan prior to its final approval by the Authority Board.

On October 30, 2019, the Authority Board approved the Transportation Expenditure Plan and requested that the Contra Costa County Board of Supervisors call a special election for the purpose of submitting Authority Ordinance No. 19-03, authorizing the additional one-half of one percent sales tax, to voters on the March 3, 2020 ballot.

SECTION III. CALL OF SPECIAL ELECTION. At the request of the Authority, pursuant to Public Utilities Code sections 180201 and 180203, the Board of Supervisors hereby calls a special election for the purpose of submitting the following proposition to the voters of the incorporated and unincorporated territory of Contra Costa County for approval:

"To:

- Reduce congestion and fix bottlenecks on highways and major roads;
- Make commutes faster and more predictable;
- Improve the frequency, reliability, accessibility, cleanliness, and safety of buses, ferries, and BART;
- Improve air quality;
- Repave roads;

shall the measure implementing a Transportation Expenditure Plan, levying a 1/2¢ sales tax, providing an estimated \$103,000,000 for local transportation annually for 35 years that the State cannot take, requiring fiscal accountability, and funds directly benefiting Contra Costa County residents, be adopted?"

SECTION IV. CONSOLIDATION. As requested by the Authority in Authority Resolution 19-55-P, the election shall be consolidated with the statewide primary election to be held on Tuesday, March 3, 2020.

ORDINANCE NO. 2019-33

SECTION V. CONDUCT OF ELECTION. Pursuant to Public Utilities Code Section 180203(b), the County Clerk (Elections Clerk) shall conduct this election in the same manner as provided by law for the conduct of special elections by a county.

SECTION VI. SAMPLE BALLOT AND VOTER HANDBOOK. Pursuant to Public Utilities Code Section 180203(c), the sample ballot to be mailed to the voters shall contain the full proposition, as set forth in Section III of this ordinance, and the voter information handbook shall include the entire adopted county transportation expenditure plan and the tax ordinance (Authority Ordinance No. 19-03) referred to in Section II of this ordinance.

SECTION VII. ELECTION COST. Pursuant to Public Utilities Code section 180203(a) and Authority Resolution 19-55-P, the Authority shall reimburse the County for all costs of conducting this election, including those relating to consolidation of the election.

SECTION VIII. EFFECTIVE DATE. This ordinance becomes effective immediately upon passage and within 15 days after passage shall be published once with the names of supervisors voting for and against it in the EAST BAY TIMES, a newspaper published in this county.

PASSED on November 19, 2019, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST: David Twa, Clerk of the Board
of Supervisors and County Administrator

Board Chair

[SEAL]

By: _____
Deputy Clerk

TLG:
H:\2019\Conservation and Development\CCTA tax election ordinance.doc



CONTRA COSTA
transportation
authority

APPROVED BY THE
CONTRA COSTA
TRANSPORTATION AUTHORITY

ORIGINAL

DATE: October 31, 2019
CERTIFIED BY

Tarienne Grover

TARIENNE GROVER, CLERK OF THE BOARD

ORDINANCE 19-02

**AN ORDINANCE OF THE CONTRA COSTA TRANSPORTATION AUTHORITY
ADOPTING THE 2020 TRANSPORTATION EXPENDITURE PLAN**

WHEREAS, the Contra Costa Transportation Authority (Authority) is considering the countywide imposition of a one-half of one cent sales tax for transportation purposes for a period of 35 years, effective on July 1, 2020 through June 30, 2055; and

WHEREAS, Public Utilities Code (PUC) Section 180206 requires preparation and adoption of a Transportation Expenditure Plan (TEP) for the expenditure of the revenues expected to be derived from a transactions and use tax, together with other federal, state, and regional funds expected to be available for transportation improvements, for the period during which the transactions and use tax is to be imposed; and

WHEREAS, the Authority is required to receive approval of the TEP from the Contra Costa County Board of Supervisors and the City/Town Councils representing both a majority of the Cities/Towns in Contra Costa County and a majority of the population residing in the incorporated areas of Contra Costa County; and

WHEREAS, the Authority conducted extensive consultations with local governments and conducted outreach to a wide variety of interest groups and the public in order to develop a TEP proposing a potential mix of projects and programs to be funded by the proposed sales tax; and

WHEREAS, the Authority circulated the TEP and received approval of the TEP from the Contra Costa County Board of Supervisors and the City/Town Councils representing all Cities/Towns in Contra Costa County and a majority of the population residing in the incorporated areas of Contra Costa County.

NOW, THEREFORE, BE IT ORDAINED AS FOLLOWS:

- 1) **ADOPTION.** The Authority adopts the TEP, which is set forth in the text of Exhibit 1 to this ordinance, incorporated herein by reference and made a part of this ordinance as if fully set forth at this point. The Authority also adopts a TEP summary by subregion as Exhibit 2 to this ordinance, incorporated herein by reference and made a part of this ordinance as if fully set forth at this point, which is not part of the TEP and may be

revised by an amendment to this ordinance. The graphical representation of the text serves as illustrations and are not a substantive part of the TEP. The revenues received by the Authority from this ordinance, after deduction of required California Department of Tax and Fee Administration (CDTFA) costs for performing the functions specified in PUC Section 180204, and for the administration of the TEP commencing with PUC Section 180200, shall be used for transportation projects and programs countywide as set forth in the TEP and in a manner consistent with the Countywide Transportation Plan (CTP) developed by the Authority;

- 2) **TRANSPORTATION IMPROVEMENT PROGRAM PURPOSES.** In the allocation of all revenues made available from the transactions and use tax, the Authority shall make every effort to maximize state, federal and regional transportation. The Authority may amend the TEP, in accordance with Section 3, as needed, to maximize the transportation funding to Contra Costa County. The revenues shall be allocated in accordance with the TEP;
- 3) **AMENDMENTS.**
 - A. **Amendments to the ordinance.**
 1. This ordinance may be amended to further its purposes. The Authority shall establish a process for proposed ordinance amendment(s) which ensures that the Regional Transportation Planning Committees (RTPCs) participate in proposed ordinance amendment(s). Upon completion of that process, amendment(s) to this ordinance must be passed by a roll call vote entered in the minutes and must have two-thirds of the Authority Board concurring with the proposed amendment(s).
 2. In the event that a local jurisdiction does not agree with the Authority's amendments(s), the jurisdiction's policy decision-making body must, by a majority vote, determine to formally notify the Authority of its intent, in writing via registered mail, to obtain an override of the Authority's amendment(s). The appealing jurisdiction will have 45 days from the date the Authority Board adopts the proposed amendment(s) to obtain resolutions supporting its appeal for an override of the amendment(s) from a majority of the Cities/Towns representing a majority of the population residing within the incorporated areas of Contra Costa County and from the Contra Costa County Board of Supervisors. If a jurisdiction does not obtain the necessary

resolutions supporting its appeal, the Authority's amendment(s) to the ordinance will stand.

B. Amendments to the TEP.

1. The Authority may review and propose amendments to the TEP and the Growth Management Program (GMP) to provide for the use of additional federal, state, and local funds, to account for unexpected revenues, or to take into consideration unforeseen circumstances. Affected RTPCs and the Public Oversight Committee (POC) will participate in the development of the proposed amendment(s). Upon completion of this process, amendment(s) to the TEP must be passed by a roll call vote entered in the minutes and must have a supermajority (66%) vote of the Authority Board to approve an amendment. Any amendment to the TEP that is administrative or less than \$50 million will require a 45-day period to comment on the proposed amendment. Any amendments to expenditure categories that total \$50 million or greater, whether submitted as one amendment or a series of related amendments, will require the following:
 - a. The need for such amendment shall be properly demonstrated in a regularly scheduled public meeting of the Authority Board;
 - b. The Authority shall make a presentation at the earliest possible POC and RTPC meetings outlining the details of the proposed amendment and allow for POC and RTPC input;
 - c. No fewer than two special public information and comment sessions shall be held and publicized by the Authority within 90 days following the initial Authority Board meeting;
 - d. The proposed amendment will be given a 90-day public comment period; and
 - e. The proposed amendment shall be voted on during a regularly scheduled Authority Board meeting.

The Authority shall notify the Contra Costa County Board of Supervisors, the City/Town Councils of each City/Town in Contra Costa County and the RTPCs and provide each entity with a copy of the proposed amendment(s). Pursuant to PUC Section 180207, proposed amendment(s) shall become

effective 45 days after notice is given, unless appealed under the process outlined in the following paragraph. The Authority shall hold a public hearing on the proposed amendment(s) within this 45-day period.

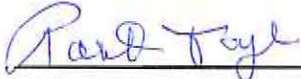
In the event that a local jurisdiction does not agree with the Authority's amendments(s), the jurisdiction's policy decision-making body must, by a majority vote, determine to appeal and shall, within 45 days after notice is given by the Authority, formally notify the Authority of its intent, in writing via registered mail, to obtain an override of the Authority's amendment(s). The appealing jurisdiction will have 45 days from the date of its determination to appeal the proposed amendment(s) to obtain resolutions supporting its appeal for an override of the amendment(s) from a majority of the Cities/Towns representing a majority of the population residing in the incorporated areas of Contra Costa County and from the Contra Costa County Board of Supervisors. If a jurisdiction does not obtain the necessary resolutions supporting its appeal, the Authority's amendment(s) to the TEP will stand;

- 4) PRIVATE SECTOR FUNDING. Revenues provided from the transactions and use tax shall not be used to replace private developer funding, which has been or will be committed for any project;
- 5) DESIGNATION OF FACILITIES. Each project or program in excess of \$250,000 funded in whole or in part by revenues from the ordinance shall be clearly designated in writing via signs and/or documents, during its construction or implementation as being funded by revenues from the ordinance;
- 6) COORDINATION. The Authority shall consult and coordinate its actions to secure funding for the completion and improvement of the priority regional projects with the California Transportation Commission (CTC), transit operators and other interested and affected parties for the purpose of integrating its transportation improvements with other planned improvements and operations impacting Contra Costa County. In addition, the Authority shall seek all ways to expedite the completion of TEP projects, the implementation of which is the responsibility of other agencies;
- 7) EMINENT DOMAIN. The Authority will not use its power of eminent domain as provided in PUC Section 180152;

- 8) COMPLIANCE WITH THE CALIFORNIA ENVIRONMENTAL QUALITY ACT OF 1970 (CEQA). The Authority Board finds that the approval of this ordinance is not a “project” and alternatively, is exempt from CEQA. The ordinance is intended to provide a plan for a funding mechanism for future projects and programs, related to the Authority’s provision of transportation services. The ordinance does not commit the Authority to any particular project, program, or capital improvement. Accordingly, the Authority hereby finds that, under CEQA Guidelines Section 15378(b)(4), adoption of the ordinance and TEP as a prerequisite to establishing a government funding mechanism is not a project subject to the requirements of CEQA because the TEP merely facilitates “[t]he creation of [a] government funding mechanism or other fiscal activity which do[es] not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment.” (Cal. Code Regs., tit. 14, Section 15378, subd. (b)(4); see also *Sustainable Transportation Advocates of Santa Barbara v. Santa Barbara County Association of Governments* 179 Cal.App.4th 113, 123 [holding that the adoption of a transportation expenditure plan in accordance with PUC Section 180206 “does not qualify as a project within the meaning of CEQA because it is a mechanism for funding proposed projects that may be modified or not implemented depending upon a number of factors, including CEQA environmental review”].) Further, because the ordinance does not authorize the construction of any projects that may result in any direct or indirect physical change in the environment and is subject to further discretionary approvals, including the pre-conditions found in PUC Section 180206(b), approving the ordinance is not an approval that “commits the agency to a definite course of action.” (CEQA Guidelines Section 15352.) The timing, design, and approval of individual projects to be funded by the ordinance are dependent on funding availability, need, and CEQA review. Thus, the ordinance has no potential for causing a significant effect on the environment and is exempt from any further review under CEQA. (CEQA Guidelines Section 15061(b)(3).);
- 9) SEVERABILITY. If any section, part, clause or phrase of this ordinance is for any reason held invalid or unconstitutional, the remaining portions shall not be affected but shall remain in full force and effect; and
- 10) EFFECTIVE DATE: This ordinance shall be effective immediately upon adoption.

PASSED AND ADOPTED by the Contra Costa Transportation Authority Board of Directors in Walnut Creek, State of California, on October 30, 2019, by the following vote:

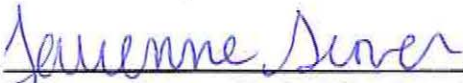
AYES: Chair Taylor, ~~Vice Chair Pierce~~, and Commissioners Abelson, Arnerich, Gerringer, Glover, Haskew, Hudson, Mitchoff, Romick, and Swearingen
NOES: None
ABSENT: Commissioner Butt *and Vice Chair Pierce*
ABSTAIN: None



Robert Taylor, Chair

This Ordinance 19-02 was entered into at a special meeting of the Contra Costa Transportation Authority Board held on October 30, 2019, in Walnut Creek, California, and shall become effective as provided above.

Attest:



Tarienne Grover, Clerk of the Board

EXHIBIT 1

2020 TRANSPORTATION EXPENDITURE PLAN

[Attached behind this page]



A TRANSFORMATIVE PLAN FOR CONTRA COSTA'S FUTURE

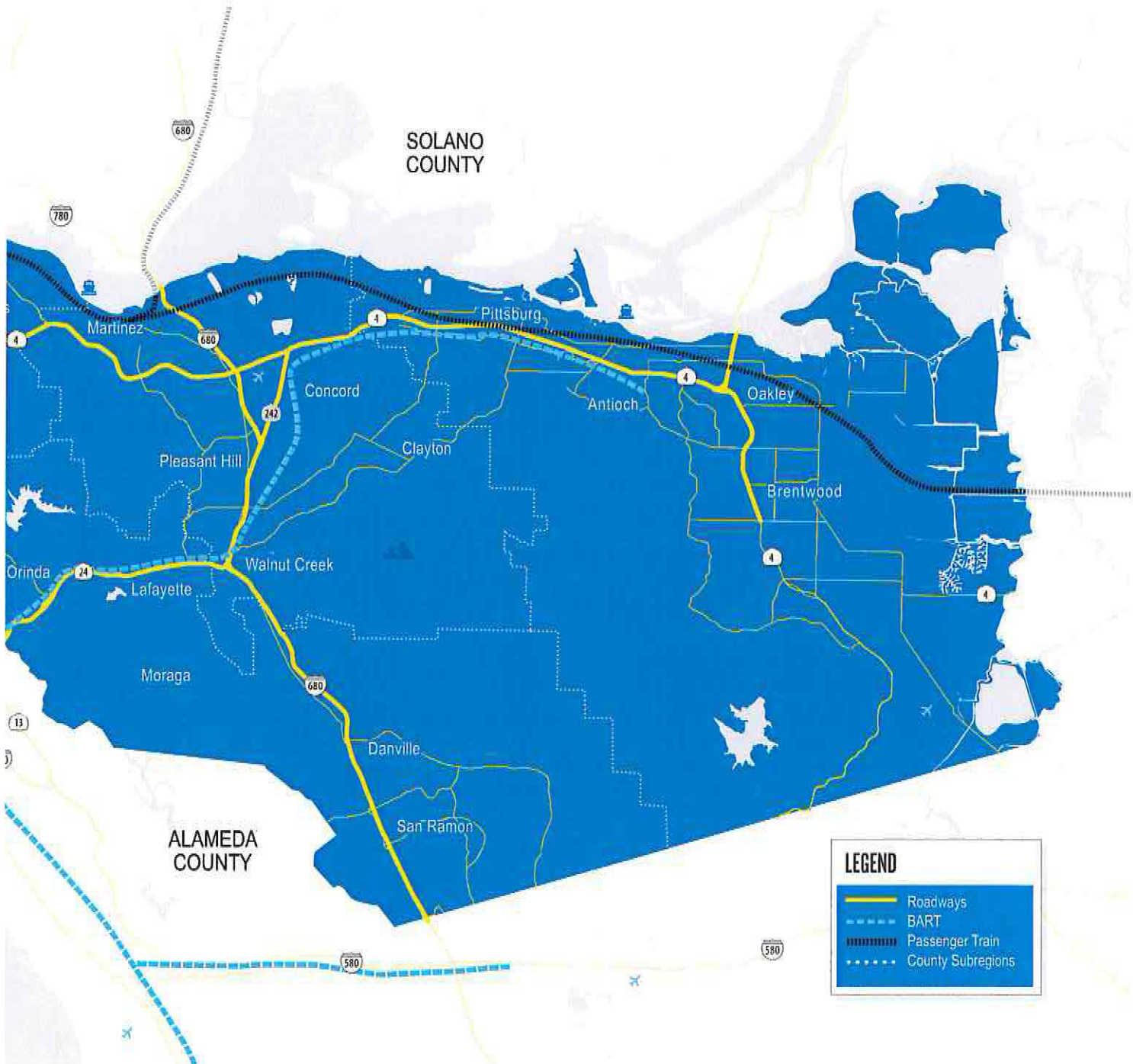
2020 Transportation Expenditure Plan



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11	A Roadmap for the Future What This Transportation Expenditure Plan Will Accomplish Commitment to Performance Achieving Intended Outcomes Taxpayer Safeguards Pertinent Policies
15	Proposed Transit and Transportation Investments Planning for the Future Relieving Congestion on Highways, Interchanges, and Major Roads Improve SR-242, Highway 4, Transit, and eBART Corridor Modernize I-680, Highway 24, Transit, and BART Corridor Enhance I-80, I-580, Transit, and BART Corridor Improving Transit and Transportation Countywide in All Our Communities
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» Contra Costa is a county as unique and diverse as its residents. Our communities stretch from the Richmond coastline to Discovery Bay, from Port Chicago to the San Ramon Valley, and from Mount Diablo to Crockett Hills.

» ALL FUNDING AMOUNTS presented in this Transportation Expenditure Plan are rounded.

GUIDING PRINCIPLES USED TO DEVELOP THE TEP

CCTA is committed to funding an outcomes-based program that includes thoughtful projects that will relieve congestion countywide, reduce greenhouse gasses, enhance transit operations, and improve accessibility to jobs and housing. The 2020 Transportation Expenditure Plan is a carefully curated set of solutions designed to bring Contra Costa's transportation system into the future by moving more people efficiently, encouraging mode shift, and promoting shared mobility options for all. The following set of principles will guide and inspire the planning, funding, and delivering of the 2020 TEP.



RELIEVE TRAFFIC CONGESTION

Funding will focus on making traveling through Contra Costa faster, more reliable, and more predictable by, for example, reducing travel times and moving more people with fewer cars.



ACCOUNTABILITY AND TRANSPARENCY

CCTA will ensure funding flows to opportunities that maximize and directly benefit your commute. CCTA strives for excellence in protecting the public's investments. We will routinely engage with partner organizations, advisory committees, and the County's residents and businesses to ensure full transparency. Our plans and results shall be easily available to the public, and we shall remain accessible to the public for questions and comments.



BALANCED AND EQUITABLE APPROACH

CCTA will balance the needs and benefits for all people and all areas of Contra Costa County to provide an equitable and sustainable transportation system that promotes transit options for all, social equity, and community stabilization.



ECONOMIC OPPORTUNITY

CCTA supports creating an economic environment that promotes job growth close to residents' homes or high-frequency public transit, thereby stabilizing communities, improving access for low-income populations and Communities of Concern, shortening commute times, reducing vehicle-miles traveled (VMTs), and improving air quality. CCTA will promote local contracting and good jobs in Contra Costa through funding of local infrastructure projects.



MAXIMIZE AVAILABLE FUNDING

CCTA will proactively seek regional, state, and federal funding, as well as private investments to supplement the County's local transportation sales tax revenue, thereby maximizing the total amount of funding for transportation projects in Contra Costa County.



PUBLIC PARTICIPATION

CCTA will meaningfully engage with county residents and respond to public priorities through a comprehensive public outreach program.



TRANSIT FIRST

CCTA commits to increasing transit use by funding solutions that reduce transit travel times, increase transit frequencies, and give transit vehicles priority in high-traffic periods. CCTA will enhance transit connectivity between modes to help promote car-free travel and the importance of providing adequate transit service to areas slated for significant employment and housing growth.



PERFORMANCE ORIENTATION

CCTA is committed to a performance-oriented approach with rigorous evaluation of transportation solutions that meet the goals of the TEP and state greenhouse gas (GHG) mandates. CCTA will use transportation sales tax funds to achieve defined outcomes and benefits most sought by residents and businesses. Funding will flow to the best opportunities consistent with other guiding principles and policies.



PROTECT THE ENVIRONMENT

CCTA commits to improving the air quality in our communities by funding projects and programs that relieve congestion, reduce vehicle-miles traveled (VMT) per capita, and reduce GHG.



COMMITMENT TO GROWTH MANAGEMENT

CCTA administers countywide policies that support thoughtful growth management to sustain Contra Costa's economy, preserve its environment, and support its communities. The advanced mitigation programs for environmental impacts and vehicle-miles traveled (VMTs) are some of the tools used to support the county's growth management policies.



COMMITMENT TO TECHNOLOGY AND INNOVATION

CCTA is committed to keeping Contra Costa County on the cutting edge of transportation technology by continuing to incorporate advanced technologies and emerging innovations pursuant to the goals of the TEP.

A NEW TRANSPORTATION FUTURE FOR CONTRA COSTA COUNTY

TRANSPORTATION EXPENDITURE PLAN FUNDING SUMMARY

The Contra Costa Transportation Authority (CCTA) envisions a future where all transportation systems work together for more streamlined, safe, efficient, and convenient travel. We've created a focused plan that ensures funds directly benefit your commute. CCTA is committed to outcomes-based delivery, where all projects meet performance targets for reduced traffic, shortened commute times, reduced greenhouse gas emissions (GHG), and other mandates and goals.

This 2020 Transportation Expenditure Plan (TEP) focuses on innovative strategies and new technologies that will relieve congestion, promote a strong economy, protect the environment, promote social equity, and enhance the quality of life for all of Contra Costa County's diverse communities. This plan outlines projects that will achieve a broad range of goals:

- **Relieve Traffic Congestion on Highways and Interchanges.** CCTA's goal is to smooth traffic flow and reduce congestion for people and goods through major corridors, to address bottlenecks and hot spots, and to make commutes smoother and more predictable.
- **Make Bus, Ferry, Passenger Train, and BART Rides Safer, Cleaner, and More Reliable.** Contra Costa County's residents and travelers value safe, clean, convenient, and affordable transit options. CCTA's goal is to support transit operators in providing more frequent and reliable transit services and to plan and build the infrastructure that improves connectivity countywide.
- **Provide Accessible and Safe Transportation for Children, Seniors, Veterans, and People with Disabilities.** CCTA will prioritize social equity and provide better mobility options for all, especially for those with the greatest transportation barriers, such as youth, seniors, people of lower incomes, and people with disabilities.
- **Improve Transportation in Our Communities.** CCTA supports livable communities by providing local cities and towns with funding to fix and modernize local streets, offer safer places to walk and cycle, and improve air quality. We're committed to funding infrastructure that provides access to affordable housing and jobs. CCTA also helps manage urban sprawl through its advanced mitigation programs and the county's growth management program.

The TEP is intentionally designed to be equitable across the entire county, based on population. CCTA commits to delivering proportionally greater benefits to Communities of Concern (as defined by the Metropolitan Transportation Commission) and low-income residents. CCTA understands that access to quality transportation, jobs, housing, education, health care, and public safety contribute to residents' well-being. **All locally generated transportation revenue—plus any additional grant funding CCTA receives—will be spent on local projects in Contra Costa County.**

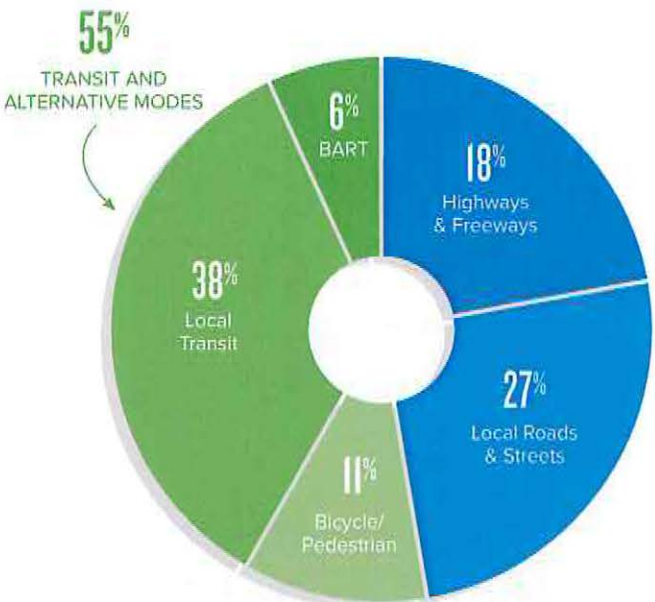
TRANSPORTATION EXPENDITURE PLAN FUNDING SUMMARY

FUNDING CATEGORIES	SUBTOTALS	
	\$ (millions)*	%
RELIEVING CONGESTION ON HIGHWAYS, INTERCHANGES, AND MAJOR ROADS	\$1,484	41.1
Improve State Route 242 (SR-242), Highway 4, Transit, and eBART Corridor	705	19.5
Relieve Congestion and Improve Access to Jobs Along Highway 4 and SR-242	200	5.5
Improve Local Access to Highway 4 and Byron Airport	150	4.2
East County Transit Extension to Brentwood and Connectivity to Transit, Rail, and Parking	100	2.8
Improve Traffic Flow on Major Roads in East County	107	3.0
Enhance Ferry Service and Commuter Rail in East and Central County	50	1.4
Improve Transit Reliability Along SR-242, Highway 4, and Vasco Road	50	1.4
Additional eBART Train Cars	28	0.8
Seamless Connected Transportation Options	20	0.6
Modernize I-680, Highway 24, Transit, and BART Corridor	536	14.9
Relieve Congestion, Ease Bottlenecks, and Improve Local Access Along the I-680 Corridor	200	5.5
Improve Traffic Flow on Major Roads in the Central County and Lamorinda	145	4.0
Improve Transit Reliability along the I-680 and Highway 24 Corridors	50	1.4
Provide Greater Access to BART Stations Along I-680 and Highway 24	49	1.4
Improve Traffic Flow on Highway 24 and Modernize the Old Bores of Caldecott Tunnel	35	1.0
Improve Traffic Flow on Major Roads in San Ramon Valley	32	0.9
Seamless Connected Transportation Options	25	0.7
Enhance I-80, I-580 (Richmond-San Rafael Bridge), Transit, and BART Corridor	243	6.7
Improve Transit Reliability Along the I-80 Corridor	90	2.5
Relieve Congestion and Improve Local Access Along the I-80 Corridor	57	1.6
Improve Traffic Flow on Major Roads in West County	38	1.1
Enhance Ferry Service and Commuter Rail in West County	34	0.9
Improve Traffic Flow and Local Access to Richmond-San Rafael Bridge Along I-580 and Richmond Parkway	19	0.5
Seamless Connected Transportation Options	5	0.1
IMPROVING TRANSIT AND TRANSPORTATION COUNTYWIDE IN ALL OUR COMMUNITIES	\$1,980	54.9
Modernize Local Roads and Improve Access to Job Centers and Housing	628	17.4
Provide Convenient and Reliable Transit Services in Central, East, and Southwest Contra Costa	392	10.9
Increase Bus Services and Reliability in West Contra Costa	250	6.9
Improve Walking and Biking on Streets and Trails	215	6.0
Accessible Transportation for Seniors, Veterans, and People with Disabilities	180	5.0
Cleaner, Safer BART	120	3.3
Safe Transportation for Youth and Students	104	2.9
Reduce and Reverse Commutes	54	1.5
Reduce Emissions and Improve Air Quality	37	1.0
SUBTOTAL	\$3,464	96%
Transportation Planning, Facilities & Services	\$108	3.0
Administration	\$36	1.0
TOTAL	\$3,608	100%

*Funding amounts are rounded

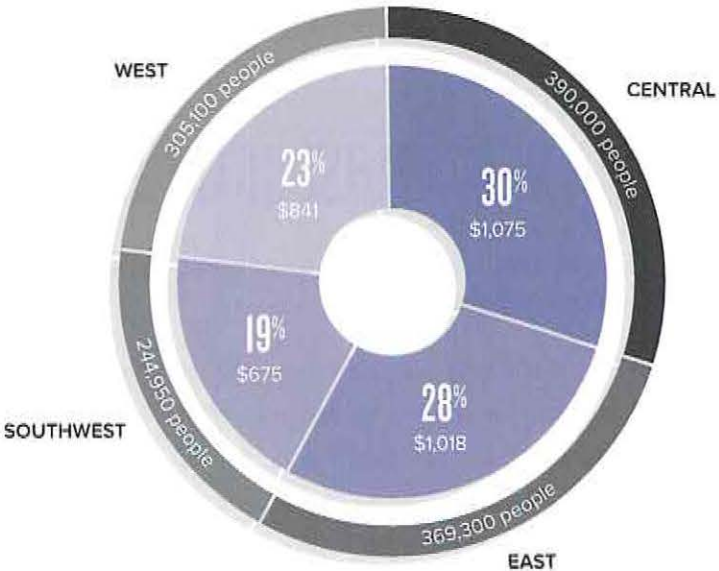
BART	Bicycle/ Pedestrian	Local Transit	Local Roads & Streets	Highways & Freeways
\$197	\$363	\$1,333	\$925	\$647
6%	11%	38%	27%	18%

EXPENDITURES BY FACILITY TYPE AND MODE



NOTE: Percentages do not include Transportation Planning and Administration

EXPENDITURES BY SUBREGION AND POPULATION



* Population based on Association of Bay Area Governments (ABAG) Projections 2013 for year 2037 \$ in millions

EXPENDITURES BY
FACILITY TYPE AND MODE

OUR NEW TRANSPORTATION FUTURE

Carefully crafted to offer a broad array of tangible benefits to all, this Plan will bring:

- » Smooth-flowing traffic along highways and roads
- » Quicker trips and less time sitting in traffic
- » Smoother pavement and fewer potholes
- » Transit, where and when it's needed
- » Easier ways to get from home or work to transit stops and back home again
- » Cleaner air due to reduced vehicle emissions
- » More bicycle lanes and walking paths to support an active lifestyle
- » Free or reduced transit fares for students

DECADES OF TRANSPORTATION IMPROVEMENTS AND MANAGED GROWTH

WHO WE ARE AND WHAT WE DO

The Contra Costa Transportation Authority (CCTA) is responsible for **maintaining and improving the county's transportation system by planning, funding, and delivering critical transportation projects that connect our communities**, foster a strong economy, increase sustainability, and safely and efficiently get people where they need to go. CCTA is also responsible for putting solutions in place to help manage traffic by providing and connecting a wide range of transportation options.

We are proud of our accomplishments and we recognize the immense transportation challenges still faced by county residents and businesses—particularly considering population growth, continued development, and threats to the environment. CCTA works to advance transportation solutions, ease congestion, and prepare Contra Costa County for safe, future mobility.

CCTA is leading the way and presenting innovative solutions while protecting the qualities that make Contra Costa a wonderful place to call home. We present this Transportation Expenditure Plan (TEP), which reflects where we are now and, more importantly, our commitment to pursuing transportation policies, planning, and investments that will get us to where we want to be in the future.

FULFILLING OUR PROMISE TO CONTRA COSTA COUNTY VOTERS

Contra Costa County voters passed **Measure C** in 1988, sending a clear message that recognized the immense need to improve the way people travel around Contra Costa County. Voters authorized a 20-year (1989-2009) half-cent transportation sales tax to finance improvements to the county's overburdened transportation infrastructure. In 1989, CCTA was born.

Measure C expired in 2009 but much was accomplished, including widening Highway 4 from Hercules to Martinez, the BART extension to Pittsburg/Bay Point, Richmond Parkway construction, and new transit programs for seniors and people with disabilities.

In 2004, Contra Costa County voters approved Measure J. The measure provided for the continuation of the county's half-cent transportation sales tax for twenty-five more years (2009-2034) beyond the Measure C expiration date. Without Measures C and J funding, CCTA would not have qualified to receive additional federal, state, or regional funds. With a total of \$1.4 billion in Measure C and J project funds, a total of more than \$5.5 billion will be invested in vital transportation projects in Contra Costa County through 2034, leveraging Measure C and J funding at about a three-to-one ratio.

CCTA has delivered most of the major infrastructure improvement projects in Measure J—such as the fourth bore of the Caldecott Tunnels, Highway 4 East widening, eBART extension from the Pittsburg/Bay Point BART station to Antioch, and I-680 and I-80 corridor improvements—on an accelerated timeline to deliver its promises to voters. CCTA periodically issues bonds to provide advance funding to design and build major infrastructure projects. Then, the revenue generated from the transportation sales tax is used to pay back the bonds. By turning future Measure J revenue into capital dollars and accelerating design and construction, transportation projects are put into place sooner to alleviate transportation challenges. Designing and building the projects earlier costs less money because the added cost of future inflation is avoided.

As of 2018, about 80 percent of the Measure J project funds have been expended. Remaining revenues are now going toward repayment of bonds, fixing local streets, continuing programs, and supporting public transportation. **Without a new TEP, the CCTA will be unable to fund any new major projects to address pressing mobility needs.**

TRANSPORTATION FOR THE NEXT THREE-AND-A-HALF DECADES

While the existing Measure J will remain intact through 2034, this new TEP has been developed for several reasons:

- All of the planned major capital improvement projects funded by Measure J are either complete or in construction, ahead of schedule.
- New transportation technology is offering unprecedented opportunities to streamline travel and traffic and to reduce emissions.
- The gap between transportation needs and available funding is large and requires a bold solution. The new TEP will allow local funding to keep needed services in place and alleviate congestion by attracting other funding sources.



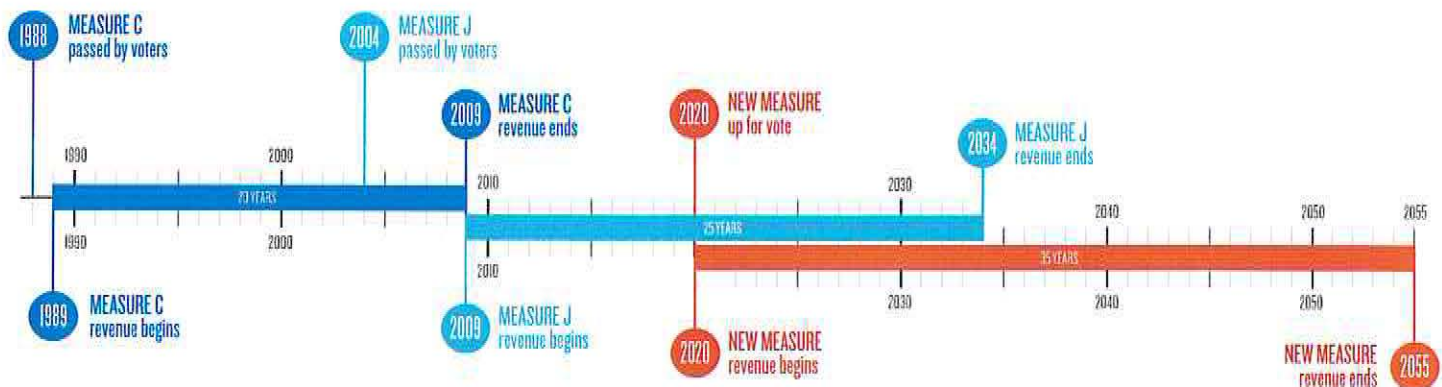
- The demand on Contra Costa County's roads, highways, BART stations, and buses is increasing. The county's population is growing and more people are using roads and transit. Investments are needed to maintain and improve the current transportation system to ensure it can effectively accommodate growth and prepare the system for the future.
- People are increasingly valuing alternative ways to get around, such as transit, walking, and biking. Our roads need to safely accommodate all users.
- Contra Costa County's population is aging. Currently, about 14 percent of the population is age 65 or older.* By 2035, this population is expected to double to about 30 percent. Additionally, poverty has risen faster in suburban areas, particularly in Solano, Contra Costa, and Marin counties. Low-income populations increasingly have less access to public transit and services.** New and different transportation solutions are needed to keep our older residents mobile, living independently, and to maintain quality of life for all, including low-income residents.

LOCAL FUNDING FOR LOCAL PROJECTS

Measures C and J local transportation sales taxes have provided a substantial and steady share of the total funding available for transportation projects in Contra Costa County. State and federal sources have targeted some major projects, but local funding is needed to attract and supplement those sources. Our local transportation sales tax has been indispensable in helping to meet the county's growing needs in an era of unpredictable resources.

* Population based on Association of Bay Area Governments (ABAG) Projections 2013
 ** Coordinated Public Transit – Human Services Transportation Plan (Metropolitan Transportation Commission, 2018)

Timeline of Local Funding Contra Costa County Transportation Improvements



The funding for this TEP will augment the existing Contra Costa County Measure J half-cent transportation sales tax by a half-cent until Measure J expires in 2034, then continue the half-cent transportation sales tax until 2055. A sales tax will generate approximately \$3.6 billion for essential transportation improvements that touch every city, town, and community in Contra Costa County.

These local funds have allowed CCTA to compete effectively for outside funds by providing a local matching fund source, as required by most grants. Measures C and J, for example, will attract \$4.1 billion of additional funds for Contra Costa County transportation projects through 2034, providing a total investment of \$5.5 billion in vital transportation improvements.

CCTA will continue to use local transportation sales tax revenue to attract outside funds for projects already identified in regional and state funding measures. In fiscal year 2017-2018 alone, more than \$77 million of California's Senate Bill 1 (SB-1), the Road Repair and Accountability Act of 2017, transportation funding was earmarked for projects sponsored by CCTA. The required local match for the grant was \$35 million. In other words, for every dollar Contra Costa County taxpayers paid for these projects, the state paid two more dollars.

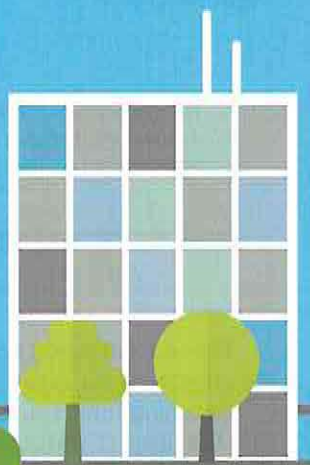
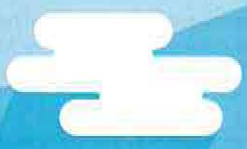
Similarly, voters approved Regional Measure 3 (RM3), which was authorized and signed into law in 2018 to fund major roadway and public transit improvements via an increase in tolls on the Bay Area's seven state-owned toll bridges. Contra Costa County projects that may benefit from RM3 include:

- Interstate 80 Transit Improvements: expand bus service along the Interstate 80 corridor
- Interstate 680 Transit Improvements: enhance transit service along the Interstate 680 corridor, including bus operations, transit centers, and real-time travel information
- East Contra Costa County Transit Intermodal Station: construct a transit intermodal center to enhance access to eBART and the Mokelumne Bike Trail/Pedestrian Overcrossing at Highway 4
- Contra Costa Interstate 680/Highway 4 Interchange Improvements: reduce congestion and improve safety by widening Highway 4 and adding new direct connectors between I-680 and Highway 4
- Richmond-San Rafael Bridge Access (Contra Costa approach): make improvements to reduce delays on bridge approaches and at the toll plaza, including improvements to the Richmond Parkway
- Byron Highway-Vasco Road Connector: improve access, safety, airport connectivity, and economic development with a new connector between Byron Highway and Vasco Road

RM3 provides only partial funding for these projects. Additional funding is needed to make them a reality.



CONTRA COSTA
transportation
authority



A ROADMAP FOR THE FUTURE

WHAT THIS TRANSPORTATION EXPENDITURE PLAN WILL ACCOMPLISH

Contra Costa Transportation Authority's (CCTA's) 2020 Transportation Expenditure Plan (TEP) serves as both a roadmap and an itinerary that will guide transportation investments for the coming 35 years. Throughout the 35-year duration of this Plan, Contra Costa County's population is expected to grow and change, infrastructure will continue to age and wear out, new forms of travel will emerge, and the environment will need continued protection. Such changes will place even more strain on the County's transportation systems. **Without new investments in transportation, Contra Costa will face a future with distressed and outdated infrastructure, increased traffic on already-congested roadways, and a decrease in critical transportation services to those with the greatest need.**

CCTA strives to preserve and enhance an excellent quality of life for Contra Costa County's residents, businesses, and communities with convenient, reliable, and accessible transportation. We do this through optimizing the existing transportation system, leveraging emerging technologies, offering meaningful programs and services, and providing seamless connections between various forms of transportation (for example, cars, transit, cycling, and walking).

The projects in this Plan will benefit all who live and travel within Contra Costa County. The projects will help improve the transportation network over the coming decades to meet growing needs, while supporting economic vitality and an environmentally sustainable future.

CCTA is an internationally recognized leader in implementing transportation-related technological solutions to help ease traffic congestion, offer alternative mobility options for travel, provide valuable information to travelers, make it easier and more efficient to maintain our transportation infrastructure, and many other applications that may be currently under development. This TEP reflects CCTA's commitment to fully integrate applicable transportation technologies with traditional infrastructure for the benefit of residents and travelers.

When implemented, the projects in this TEP will accomplish an array of major transportation improvements throughout the county. These projects serve to enhance people's transportation options and reduce congestion on every major transportation corridor in the county. The funding will also reach deep into the local communities to improve residents' quality of life and protect the County's natural environment.

COMMITMENT TO PERFORMANCE

The 2020 Transportation Expenditure Plan (TEP) will be governed by strong performance criteria against which funding, projects, and programming will be evaluated and scored to ensure maximum contribution to the guiding principles and goals of the Plan. Guidelines will be developed through meaningful community engagement and engagement with cities and towns, Contra Costa County, Regional Transportation Planning Committees, and the Public Oversight Committee to establish the performance criteria for evaluation of programs identified in the Policy Statements. In addition, the Plan will meet the Governor's Executive Order B-16-2012 to reduce transportation-related GHG emissions to 80% below 1990 levels by 2050. To achieve this, CCTA commits to a goal of accelerating zero emission vehicle (ZEV) penetration and a 15% reduction in vehicle-miles traveled (VMTs) per capita.

ACHIEVING INTENDED OUTCOMES

The 2020 TEP was created for Contra Costa County residents, businesses, and travelers by the communities and people it serves. Key stakeholder groups were convened and community outreach conducted to understand what guiding principles, priorities, outcomes, and results are most important to the residents and businesses of Contra Costa County.

CCTA is fully committed to an outcomes-based approach that includes measurable performance targets for all principles and criteria. The TEP presents a suite of transportation solutions that align with guiding principles and will offer a transportation system that supports a vibrant, modern, equitable, and livable Contra Costa County.

CCTA will ensure funding in the TEP will achieve the outcomes identified in the 2017 Countywide Transportation Plan (CTP). The TEP offers equitable transportation opportunities for all residents of Contra Costa. In evaluating detailed funding proposals, CCTA will ensure that expenditures benefit those living in Communities of Concern and for minority and low-income residents.

Every project with total costs of more than \$10 million will undergo a performance analysis and review prior to funding being allocated. Implemented projects and programs will also undergo a thorough analysis of their performance to initiate program modification where needed and/or changes in evaluation methods.

A Public Oversight Committee will provide input for developing specific performance criteria by which projects can be evaluated and measured. In this way, county taxpayers can be assured that the funding is spent responsibly to meet the county's transportation goals.

TAXPAYER SAFEGUARDS

Over the past thirty years, CCTA has operated under a system of rigorous taxpayer safeguards to protect the county's investments and to ensure that transportation sales tax revenue is invested wisely, equitably, and transparently. CCTA consistently achieves the highest standards in its governmental accounting and financial reporting and ensures full accountability in its programs and projects.

With the 2020 TEP, CCTA is fully committed to continuing our strong accountability to Contra Costa taxpayers through many safeguards:

- CCTA will continue to publish an annual budget and strategic delivery plan that estimates expected transportation sales tax receipts, other anticipated revenue, and planned expenditures for the year.
- CCTA's Public Oversight Committee will continue to provide diligent oversight of all CCTA expenditures and report its oversight activities and findings to the public through annual audits that focus on the allocation of funding, project performance, tracking of TEP goals, local jurisdiction compliance, and growth management performance.
- CCTA will routinely inform, communicate with, and engage its partner organizations, advisory committees, and the County's residents and businesses to ensure that its programs and projects are fully transparent and best meet the needs of its residents.
- CCTA will strive to balance the needs of all people and areas of Contra Costa County to support an equitable and sustainable transportation system for all, while ensuring proportionally greater benefits to Communities of Concern and low-income residents.
- CCTA's regional transportation planning committees will continue to ensure cohesion with local and subregion planning and implementation efforts and adherence to adopted policies.

In July 2019, CCTA was the proud recipient of Contra Costa Taxpayers Association Silver Medal Award for Good Governance.



PERTINENT POLICIES

CCTA implements and follows several key policies to ensure that Contra Costa's transportation systems are in alignment with the County's established future vision. Full text of these policies is included in the Policy Statements section at the end of this document. In summary, these key policies are as follows:



Growth Management Program establishes principles that preserve and enhance the county's quality of life and promotes a healthy and strong economy through a cooperative, multijurisdictional process for managing growth while maintaining local authority over land use decisions.



Urban Limit Line Compliance Policy requires each jurisdiction to adopt and comply with a voter-approved Urban Limit Line, which defines the physical limits of a jurisdiction's future urban development.

Both the Growth Management Program and Urban Line Limit Compliance policies, which have been in place since Measure J began in 2009, have been enhanced in this TEP.

CCTA, with input from many stakeholders, has developed the following **additional four policies** to ensure that projects align with the vision, guidelines, and requirements for fund expenditures.



Transit Policy sets out goals for improving, coordinating, and modernizing transit service—along with first- and last-mile connections to transit—thereby increasing the percentage of residents and commuters that may travel conveniently by public transit.



Advanced Mitigation Program provides innovative ways to advance needed infrastructure projects more efficiently and provides more effective conservation of natural resources, such as watersheds, wetlands, and agricultural lands. CCTA will also begin development of a countywide vehicle-miles traveled (VMT) mitigation program.



Complete Streets Policy encourages making local streets more efficient and safe for all users—including drivers, pedestrians, bicyclists, and transit riders—and giving travelers convenient options while minimizing the need to widen roadways.



Road Traffic Safety requires all funding recipients to systemically apply planning and design practices that quantifiably reduce the risk of traffic-related deaths and severe injuries.

These policies, along with the guiding principles, will govern the funding and implementation of the 2020 TEP.





PROPOSED TRANSIT AND TRANSPORTATION INVESTMENTS

PLANNING FOR THE FUTURE

This Transportation Expenditure Plan (TEP) includes transportation-related projects and programs to be planned, designed, funded, constructed, and/or delivered in Contra Costa County over the next thirty-five years. This plan anticipates an investment of approximately \$3.6 billion of revenue generated from the half-cent transportation sales tax. Contra Costa County's local sales tax revenue will help Contra Costa Transportation Authority (CCTA) attract additional local, regional, state, and federal funding to augment the sales tax revenue.

The project descriptions that follow are purposefully brief and offer general overviews of the purpose and nature of the projects. Several projects (such as affordable transit for students, seniors, and people with disabilities) are continuations or enhancements to ongoing work performed under Measure J. Many other projects included in this Plan are still in the concept or planning stages. Stakeholders and the public will have plenty of future opportunities to help shape these projects so that they are most useful and beneficial to residents, commuters, and visitors.

In its role as the administrator of Contra Costa County's transportation sales tax revenue, CCTA has instituted requirements so that taxpayer's revenue is invested per established policies, as presented in the Policy Statements section of this TEP. The policy statements generally require that recipients of funding perform advance performance assessments and comply with applicable laws and other CCTA policies. The Taxpayer Safeguards and Accountability Policy in the Policy Statements section includes the full statement of funding requirements and restrictions, as applicable.

CCTA sets aside funding to implement the countywide Growth Management Program, prepare the countywide transportation plan, and support the programming and monitoring of federal and state funds, as well as CCTA's Congestion Management Agency functions. A very small percentage of the funding also covers basic administrative functions (such as salaries) and basic expenses (such as rent).

▶ **\$1.48 BILLION**

IN 2017, FOUR
MAJOR FREEWAYS IN
CONTRA COSTA COUNTY
RANKED IN THE TOP 10
WORST COMMUTES:
I-680, I-80, HIGHWAY 24
AND HIGHWAY 4.*

RELIEVING CONGESTION ON HIGHWAYS, INTERCHANGES, AND MAJOR ROADS

More than 79 percent of Contra Costa County's residents drive to work; several of Contra Costa County's highways have been identified as the "most congested in the San Francisco Bay Area."**

Easing traffic congestion is one of Contra Costa County residents' highest priorities. Accordingly, CCTA will invest nearly half of the new transportation sales tax revenue toward new, modern tools and strategies to improve traffic flow and reduce traffic congestion on the county's major corridors and roads. These strategies include highway and road improvements thoughtfully integrated with transit improvements and alternative modes.

Improving transit and transit connections will lessen traffic congestion on the County's highways; as transit service is improved and more people take transit, fewer cars on the road translates to less traffic.

CCTA is committed to improving access to jobs throughout Contra Costa and supporting economic development through programs and projects in this Transportation Expenditure Plan, such as the Northern Waterfront Initiative. Programs and projects will support housing within planned or established job centers that are served by transit, or that aid economic development and job creation.

Projects will be subject to applicable policies as presented in the Policy Statements section at the end of this document.

*SOURCE: Metropolitan Transportation Commission, Vital Signs - https://mtc.ca.gov/sites/default/files/top_10_congestion_locations-2017.pdf

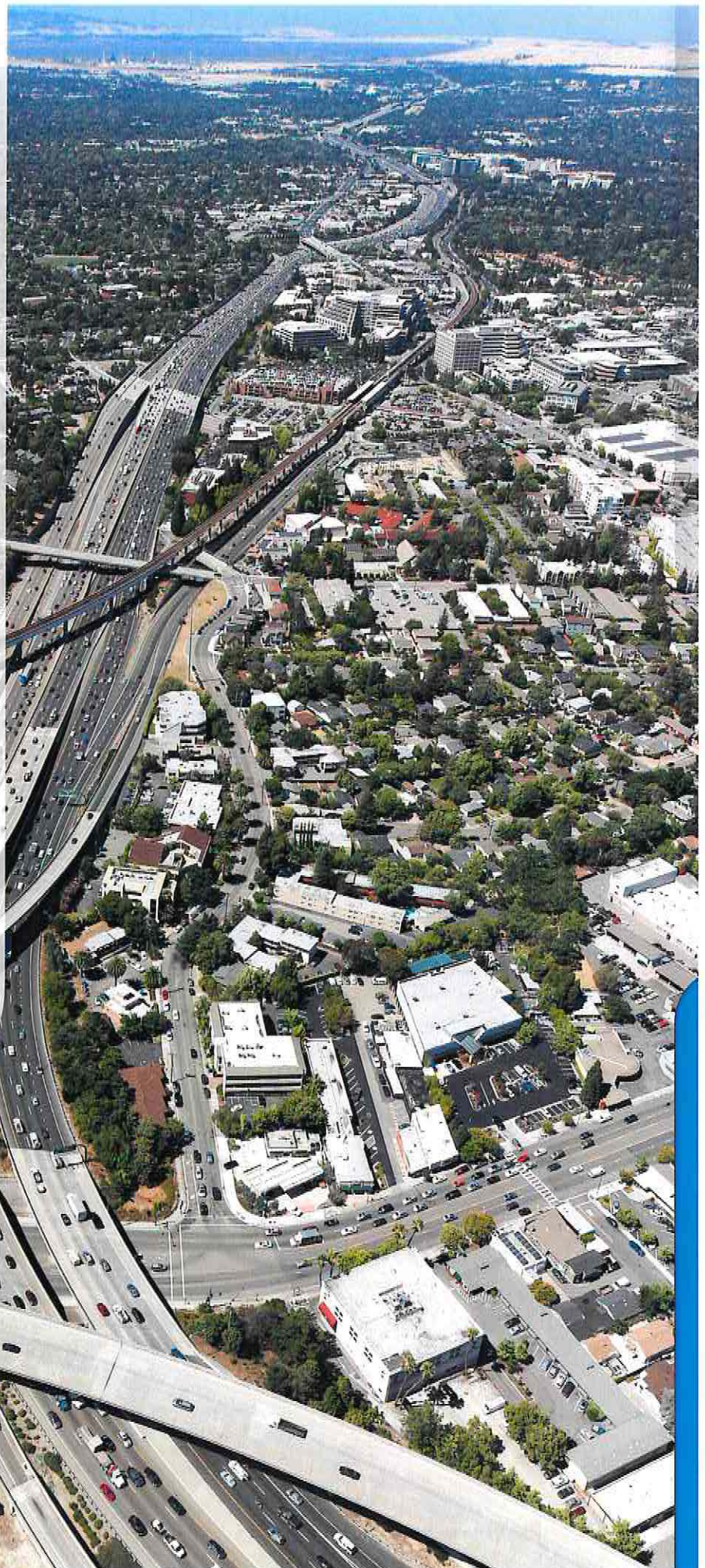
**SOURCE: Metropolitan Transportation Commission, Vital Signs, 2016-2017 data

WHAT'S A CORRIDOR?

A corridor is a swath or belt of land that contains one or more types of transportation infrastructure, such as a road or railway. Each of Contra Costa County's corridors contains a major interstate or highway as well as a major transit line, roads, streets, paths, bus lines, and transit stations.

Everyone is impacted by the performance of corridors. This impact is felt each and every day, whether you're doing your daily commute, heading to a medical appointment, or traveling to a youth soccer game. CCTA is focused on optimizing all transportation within a corridor so that traffic is smooth, transit is convenient, and all systems work together to support travel across communities and throughout the region. For purposes of this Transportation Expenditure Plan, CCTA is focused on three major transportation corridor improvement categories:

- » Improve State Route 242, Highway 4, Transit, and eBART Corridor
- » Modernize I-680, Highway 4, Transit, and BART Corridor
- » Enhance I-80, I-580 (Richmond-San Rafael Bridge), Transit, and BART Corridor



Improve SR-242, Highway 4, Transit, and eBART Corridor

4 242

RELIEVE CONGESTION AND IMPROVE ACCESS TO JOBS ALONG HIGHWAY 4 AND SR-242

CCTA is continuing its work in **easing traffic congestion**, smoothing traffic flow, and reducing travel time along Highway 4 and SR-242 with a blend of projects that may be considered:

- Improving access to jobs and supporting economic development along the northern waterfront
- Improving access to local key destinations, including business districts and BART stations
- Reconfiguring interchanges along SR-242
- Managing traffic flow on Highway 4 by connecting and **synchronizing traffic on freeways**, local roads, and freeway ramps
- Completing operational improvements at the I-680/Highway 4 interchange
- Addressing bottlenecks and cooling hot spots caused by high-volume weaving areas and **adding auxiliary lanes** and improving ramps between SR-242 and Bailey Road
- Providing incentives to encourage the use of transit and alternative transportation options

5th most
CONGESTED
HIGHWAY
in the Bay Area
*Eastbound Martinez to Pittsburg**



IMPROVE LOCAL ACCESS TO HIGHWAY 4 AND BYRON AIRPORT

CCTA has developed a multipronged approach to **reducing traffic congestion and improving safety and travel time reliability** on the roads through and around Byron. These projects will also facilitate economic development and goods movement in East Contra Costa County. Key projects may consider:

- A new limited-access connector between Byron Highway and Vasco Road south of Camino Diablo to **improve access to Byron Airport**, making it a more useful transportation hub
- Improvements to Vasco Road and Byron Highway, and other safety improvements
- Interchange improvements along Highway 4 at Balfour Road, Marsh Creek Road, Walnut Boulevard, and Camino Diablo
- Enhancements to the Byron Airport
- Improve access to jobs and support economic development along the Northern Waterfront

These projects will include measures to prevent growth outside predefined urban limit lines, for example, prohibitions on roadway access from adjacent properties, permanent protection and/or acquisition of agricultural lands or critical habitat, and habitat conservation measures.



ADDITIONAL eBART TRAIN CARS

Trains are full with standing room only during commute hours. Funding will be considered for allocation toward **purchasing additional eBART train cars** so that trains can carry more passengers on this popular route.

*Source: Metropolitan Transportation Commission, "Vital Signs: Bay Area Freeway Locations with Most Weekday Traffic Congestion, 2017" - https://mtc.ca.gov/sites/default/files/top_10_congestion_locations-2017.pdf



SEAMLESS CONNECTED TRANSPORTATION OPTIONS

Contra Costa County's transportation system is a mix of freeways to bike paths, trains to shuttles, and many other modes in between. Providing **seamless connectivity among these many travel options** will ensure that our system can meet the future needs of our growing and aging population.

CCTA will develop guidelines and implement systems to promote connectivity between all users of the transportation network (vehicles, pedestrians, bicycles, buses, trucks, etc.) using automation technology and taking advantage of future transportation technology trends.

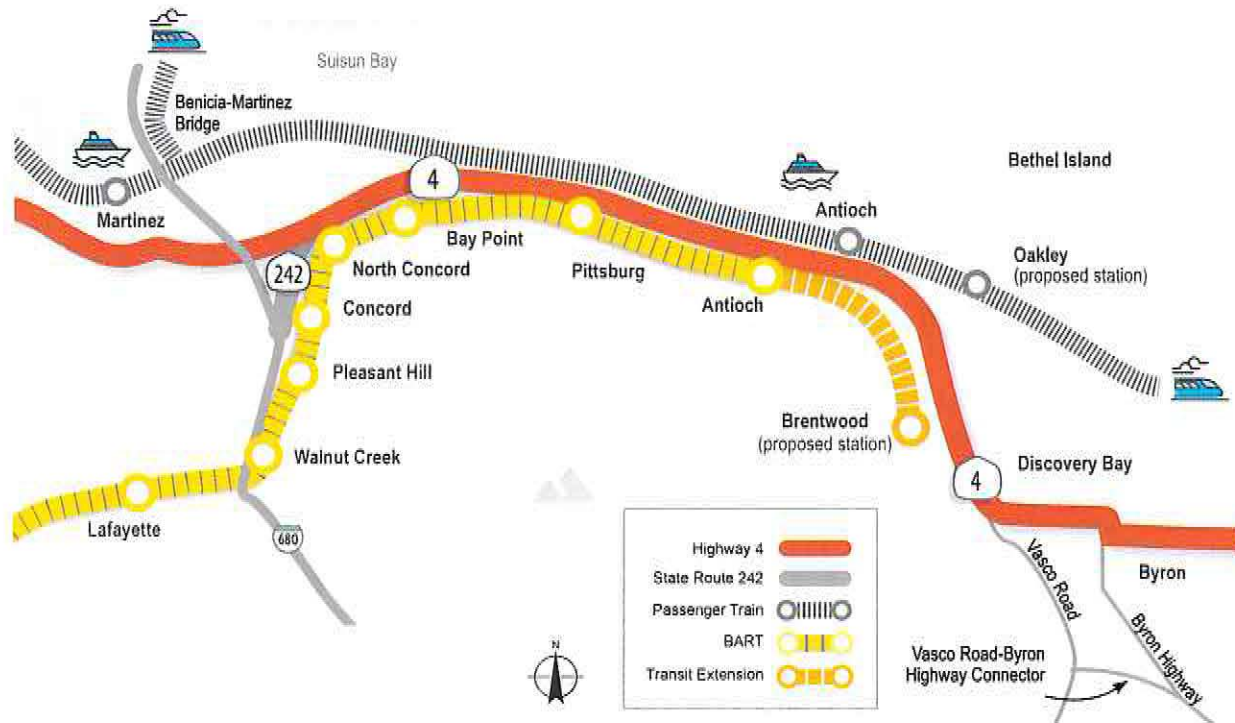


ENHANCE FERRY SERVICE AND COMMUTER RAIL IN EAST AND CENTRAL COUNTY

To help travelers make convenient connections between the Capitol Corridor and San Joaquin train system and the BART system, CCTA proposes to **fund new stations and improvements to existing stations** and rail facilities. Some example projects may include a new train station for the San Joaquin line and a park-and-ride lot in Oakley, new connections between the new Oakley station and Antioch eBART, and a transit connection from the Martinez Amtrak station to the North Concord BART station.

CCTA is also considering expanding ferry service between Martinez and Antioch. As more people use ferries and the passenger train, traffic congestion on Contra Costa County's roads and highways will decrease, **traffic will flow more smoothly, and air emissions will decrease**, thereby improving the County's air quality.

» TOTAL INVESTMENTS: \$705 million



IMPROVE TRAFFIC FLOW ON MAJOR ROADS IN EAST COUNTY

CCTA is committed to relieving congestion on major roads and **implementing modern systems** that provide safe, efficient, and reliable movement of buses, vehicles, bicyclists, and pedestrians. Projects will range in size and type, and may consider the following:

- New and/or wider lanes or shoulders
- **New bicycle and pedestrian facilities**
- Installation of "smart" parking management programs
- **Traffic signal synchronization** and other innovative technologies
- Traffic calming measures and roundabouts
- Shoulders, sidewalks, curbs and gutters, and streetscapes
- Bus transit facility enhancements, such as bus turnouts and passenger amenities
- Closed gaps and extended major roads to relieve congestion and improve safety



EAST COUNTY TRANSIT EXTENSION TO BRENTWOOD AND CONNECTIVITY TO TRANSIT, RAIL, AND PARKING

Expanding transit service throughout East Contra Costa County will enable more people to travel conveniently to the Antioch eBART station and other destinations served by transit. The TEP may consider funding a direct link between a new intermodal center in Brentwood and the Antioch eBART station.

Funding will also be considered to **improve transit service throughout Brentwood, Oakley, and nearby communities** via new shuttle service, bus service, and transit hubs, such as a new Tri Delta park-and-ride lot to service eBART and a new Amtrak San Joaquin station in Oakley. Funding will help integrate existing transit services using new technologies so that people have smooth and convenient connections with less wait time.



IMPROVE TRANSIT RELIABILITY ALONG SR-242, HIGHWAY 4, AND VASCO ROAD

One of CCTA's strategies to smooth traffic along SR-242, Highway 4, and Vasco Road is to **improve and enhance transit service** to give travelers viable and convenient options to driving. When more people take transit, there will be fewer cars on the road and traffic congestion will be reduced. Possible projects that CCTA may consider:

- Increased express bus service
- Improved interchanges and local access for buses so they can utilize the highways more efficiently
- **Dedicated part-time transit lanes** to bypass congestion
- Improved transit connections between transit stations (including BART stations and ferry terminals), schools, housing, and employment centers, thereby addressing transit users' first-mile/last-mile challenges

Modernize I-680, Highway 24, Transit, and BART Corridor

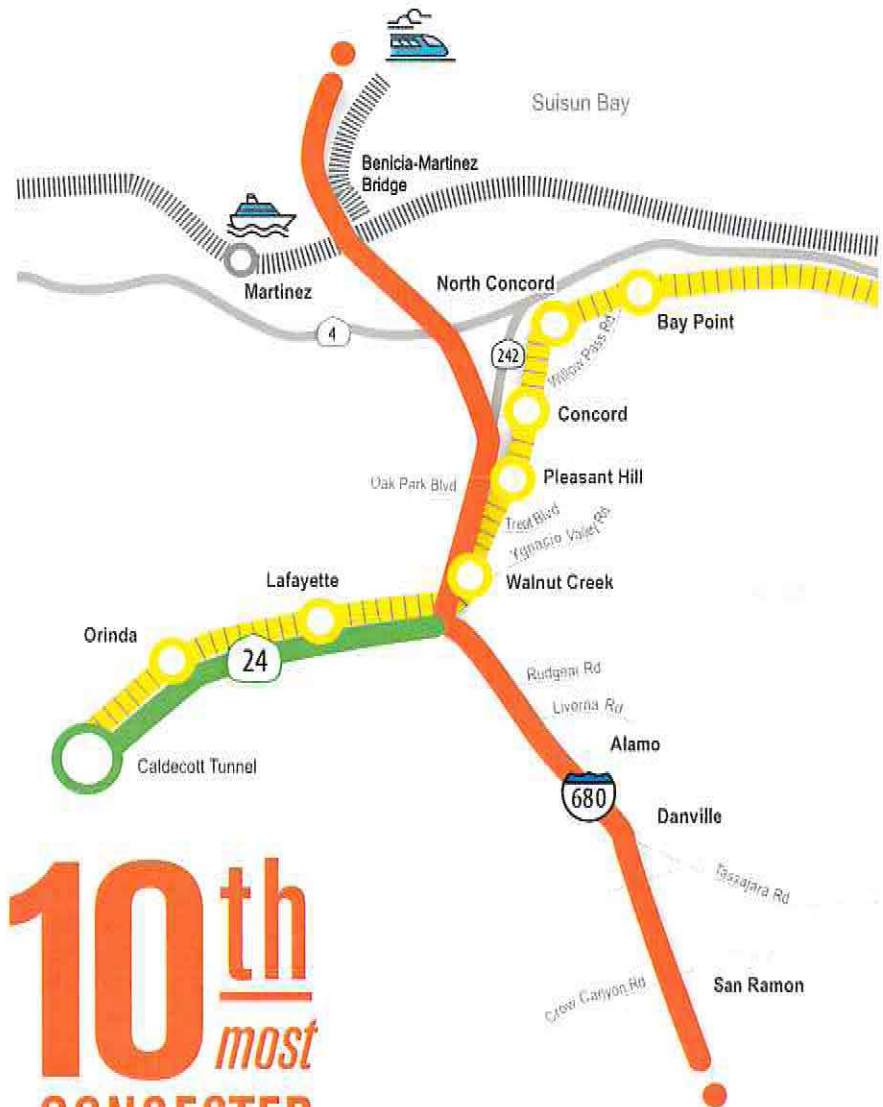


RELIEVE CONGESTION, EASE BOTTLENECKS, AND IMPROVE LOCAL ACCESS ALONG THE I-680 CORRIDOR

Improvements to the I-680 corridor will work together to address bottlenecks, **relieve traffic congestion**, smooth traffic flow, reduce travel times, **improve air quality**, and offer efficient transportation choices to all travelers. Key strategies to be considered include:

- **Complete express lanes** in both directions from Rudgear Road in Walnut Creek to the Benicia-Martinez Bridge, to provide twenty-five miles of continuous southbound express lanes and nearly continuous northbound express lanes
- Address congestion hot spots caused by high-volume weaving areas, such as between Livorna Road and Treat Blvd. Additional merge lanes and ramp improvements at these locations **will provide safe merging for motorists and ease bottlenecks** that currently create chronic delays
- Implement innovative technology solutions to manage traffic flow by connecting and synchronizing traffic on local arterials, freeway ramps, and freeways
- Transform park-and-ride facilities into **shared mobility hubs** that provide multimodal transportation options and amenities to encourage transit use
- Implement transportation demand management programs to reduce single-occupancy vehicle travel
- Provide incentives for using alternative transportation options

*Source: Metropolitan Transportation Commission, "Vital Signs: Bay Area Freeway Locations with Most Weekday Traffic Congestion, 2017" - https://mtc.ca.gov/sites/default/files/top_10_congestion_locations-2017.pdf



**10th most
CONGESTED
HIGHWAY
in the Bay Area**
*Northbound Danville
to Walnut Creek**



I-680	
Highway 24	
Passenger Train	
BART	

» TOTAL INVESTMENTS: \$536 million



IMPROVE TRAFFIC FLOW ON MAJOR ROADS IN CENTRAL COUNTY AND LAMORINDA

CCTA is committed to relieving congestion on major roads and implementing modern systems that provide **safe, efficient, and reliable movement of buses, vehicles, bicyclists, and pedestrians**. Projects will range in size and type and may consider the following:

- New and/or wider lanes or shoulders
- New bicycle and pedestrian facilities
- Installation of “smart” parking management programs
- Traffic signal synchronization and other innovative technologies
- Traffic calming measures and roundabouts
- Shoulders, sidewalks, curbs, gutters, and streetscapes
- Bus transit facility enhancements, such as bus turnouts and passenger amenities



IMPROVE TRAFFIC FLOW ON HIGHWAY 24 AND MODERNIZE THE OLD BORES OF CALDECOTT TUNNEL

CCTA has plans to improve traffic flow and access along Highway 24 in Orinda, Lafayette, and Moraga through a suite of projects that could include improving interchanges, modifying major roads to reduce highway access delays, and other congestion-reducing improvements. CCTA will also **develop transit and shared trip incentives** for drivers in lieu of single-occupant vehicle travel.

The original two-bore Caldecott Tunnel opened in 1937. CCTA will implement improvements that may include increased lighting and visibility, improved traffic alerts for crashes or stalled vehicles, and other physical or technological solutions to improve safety and help improve traffic flow in the tunnels.



IMPROVE TRANSIT RELIABILITY ALONG THE I-680 AND HIGHWAY 24 CORRIDORS

One of CCTA’s strategies to smooth traffic along the I-680 and Highway 24 corridors is to improve and **enhance transit service** to give travelers viable and convenient alternatives to driving in their vehicles. When more people take transit, there will be fewer cars on the road and traffic will be reduced. Funding may consider the following:

- Implement and increase express bus service along the I-680 and Highway 24 corridors
- Improve interchanges and local access so buses can utilize the highways more efficiently
- Provide **dedicated part-time transit lanes** to bypass congestion
- **Improve transit connections** between transit stations, schools, housing, and employment centers, thereby addressing first-mile/last-mile challenges for transit users



PROVIDE GREATER ACCESS TO BART STATIONS ALONG I-680 AND HIGHWAY 24

In addition to making shuttle service to and from BART more frequent, CCTA will consider allocating funding toward making **parking and access improvements** that serve BART stations, so that buses and people in vehicles—along with people arriving by walking or bicycling—can get to the station more easily and conveniently. Funding may be considered for constructing satellite parking lots with frequent direct shuttle service to BART.



SEAMLESS CONNECTED TRANSPORTATION OPTIONS

Contra Costa County’s transportation system is a mix, from freeways to bike paths, trains to shuttles, and many other modes in between. **Providing seamless connectivity** among these many travel options will ensure that our system can meet the future needs of our growing and aging population.

CCTA will develop guidelines and implement systems to promote connectivity between all users of the transportation network (vehicles, pedestrians, bicycles, buses, trucks, etc.) using automation technology and **taking advantage of future transportation technology trends**.



IMPROVE TRAFFIC FLOW ON MAJOR ROADS IN SAN RAMON VALLEY

CCTA is committed to relieving congestion on major roads and implementing modern systems that provide **safe, efficient, and reliable movement of buses, vehicles, bicyclists, and pedestrians**. Projects will range in size and type, and may consider the following:

- New and/or wider lanes or shoulders
- New bicycle and pedestrian facilities
- Installation of “smart” parking management programs
- Traffic signal synchronization and other innovative technologies
- Traffic calming measures and roundabouts
- Shoulders, sidewalks, curbs, gutters, and streetscapes
- Bus transit facility enhancements, such as bus turnouts and passenger amenities

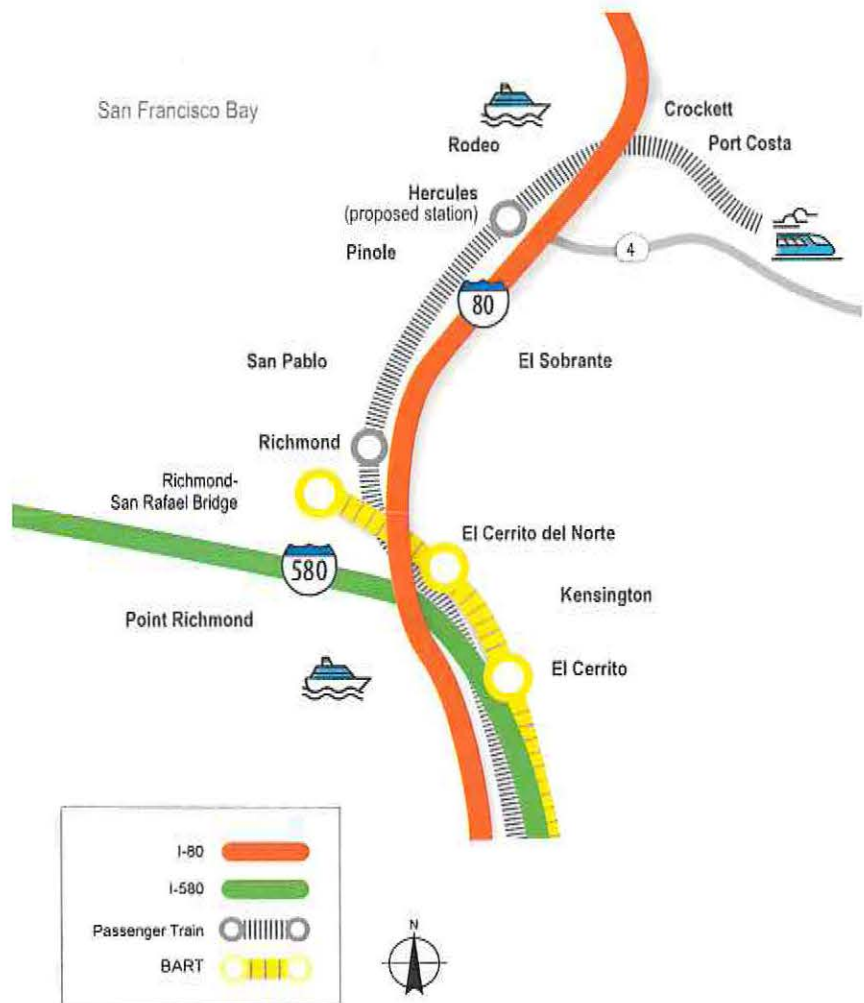
Enhance I-80, I-580, Transit, and BART Corridor



RELIEVE CONGESTION AND IMPROVE LOCAL ACCESS ALONG THE I-80 CORRIDOR

Improvements to the I-80 corridor will address bottlenecks, relieve traffic congestion, smooth traffic flow, reduce travel times, improve air quality, and offer efficient transportation choices to all travelers. Key improvements may include:

- Several innovative strategies and operational improvements will be implemented to **reduce travel time, improve air quality, reduce weaving at interchanges**, and smooth traffic flow
- Expand intelligent transportation systems and advanced technology strategies along I-80 to **maximize system efficiency** and prepare the corridor for future advances in transportation technology
- Increase travel time reliability in the carpool lanes through cost-effective **managed lane strategies** and enforcement
- Improve and expand express transit service through the corridor
- Transform park-and-ride facilities into **shared mobility hubs** that provide multimodal transportation options and amenities to encourage transit use
- Provide incentives to encourage the use of transit and alternative transportation options.



AN ADDITIONAL
\$250M 
 WILL BE SPENT TO INCREASE BUS SERVICES
 AND RELIABILITY IN WEST CONTRA COSTA COUNTY.

» TOTAL INVESTMENTS: \$243 million



IMPROVE TRAFFIC FLOW ON MAJOR ROADS IN WEST COUNTY

CCTA is committed to relieving congestion on major roads and implementing modern systems that provide safe, efficient, and reliable movement of buses, vehicles, bicyclists, and pedestrians. Projects will range in size and type, and may consider the following:

- Railroad grade separations
- New and/or wider lanes or shoulders
- **New bicycle and pedestrian facilities**
- Installation of "smart" parking management programs
- **Traffic signal synchronization** and other innovative technologies
- Traffic calming measures and roundabouts
- Shoulders, sidewalks, curbs and gutters, and streetscapes
- **Bus transit facility enhancements**, such as bus turnouts and passenger amenities



ENHANCE FERRY SERVICE AND COMMUTER RAIL IN WEST COUNTY

To help travelers make convenient connections with the Capitol Corridor and San Joaquin train systems, CCTA will consider funding a **new regional intermodal station** in Hercules, along with new or improved ferry services in Hercules with connections to the train. As more people use ferries and the train, traffic congestion on Contra Costa County's roads and highways will decrease, traffic will flow more smoothly, and air emissions will be reduced thereby improving the county's air quality.



SEAMLESS CONNECTED TRANSPORTATION OPTIONS

Contra Costa County's transportation system is a mix, from freeways to bike paths, trains to shuttles, and many other modes in between. **Providing seamless connectivity** among these many travel options will ensure that our system can meet the future needs of our growing and aging population.

CCTA will develop guidelines and implement systems to promote connectivity between all users of the transportation network (vehicles, pedestrians, bicycles, buses, trucks, etc.) using automation technology and **taking advantage of future transportation technology trends.**



IMPROVED TRAFFIC FLOW AND LOCAL ACCESS TO RICHMOND-SAN RAFAEL BRIDGE ALONG I-580 AND RICHMOND PARKWAY

CCTA plans to relieve traffic congestion and reduce traffic delays by **modernizing facilities**, expanding pedestrian and bicycling options, improving transit reliability, and encouraging the use of carpools and buses.

Specific improvements to be considered:

- **Extending the carpool lane along I-580** from the toll plaza at the Richmond-San Rafael Bridge to Central Avenue in El Cerrito
- Making improvements so that pedestrians and cyclists can better access the Richmond-San Rafael bridge, Richmond Parkway, Richmond Ferry Terminal, and Richmond BART Station
- Improving the interchange at Richmond Parkway and I-580
- **Providing incentives** for using alternative transportation options



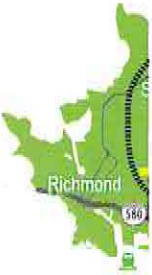
IMPROVE TRANSIT RELIABILITY ALONG THE I-80 CORRIDOR

One of CCTA's strategies to smooth traffic along the I-80 corridor is to improve and **enhance transit service** to give travelers viable and convenient options to driving. When more people take transit, there will be fewer cars on the road and traffic will be reduced. Funding is planned to:

- Increase express bus service along the corridor
- Improve interchanges and local access for buses so they can utilize the highways more efficiently
- Provide dedicated part-time transit lanes along I-80 to bypass congestion
- **Improve transit connections** between transit stations (including BART stations and ferry terminals), schools, housing, and employment centers, thereby addressing first-mile/last-mile challenges for transit users
- Provide incentives to travelers to use alternative transportation options

▶ **\$1.98 BILLION**

IMPROVING TRANSIT AND TRANSPORTATION COUNTYWIDE IN ALL OUR COMMUNITIES



The quality of roads and availability of transportation options are two major factors in making our communities great places to live, as are the availability of jobs, safety, access to parks and trails, and good clean air and water. CCTA will implement many projects throughout the county to improve our local communities and **protect Contra Costa County's environment and quality of life.**

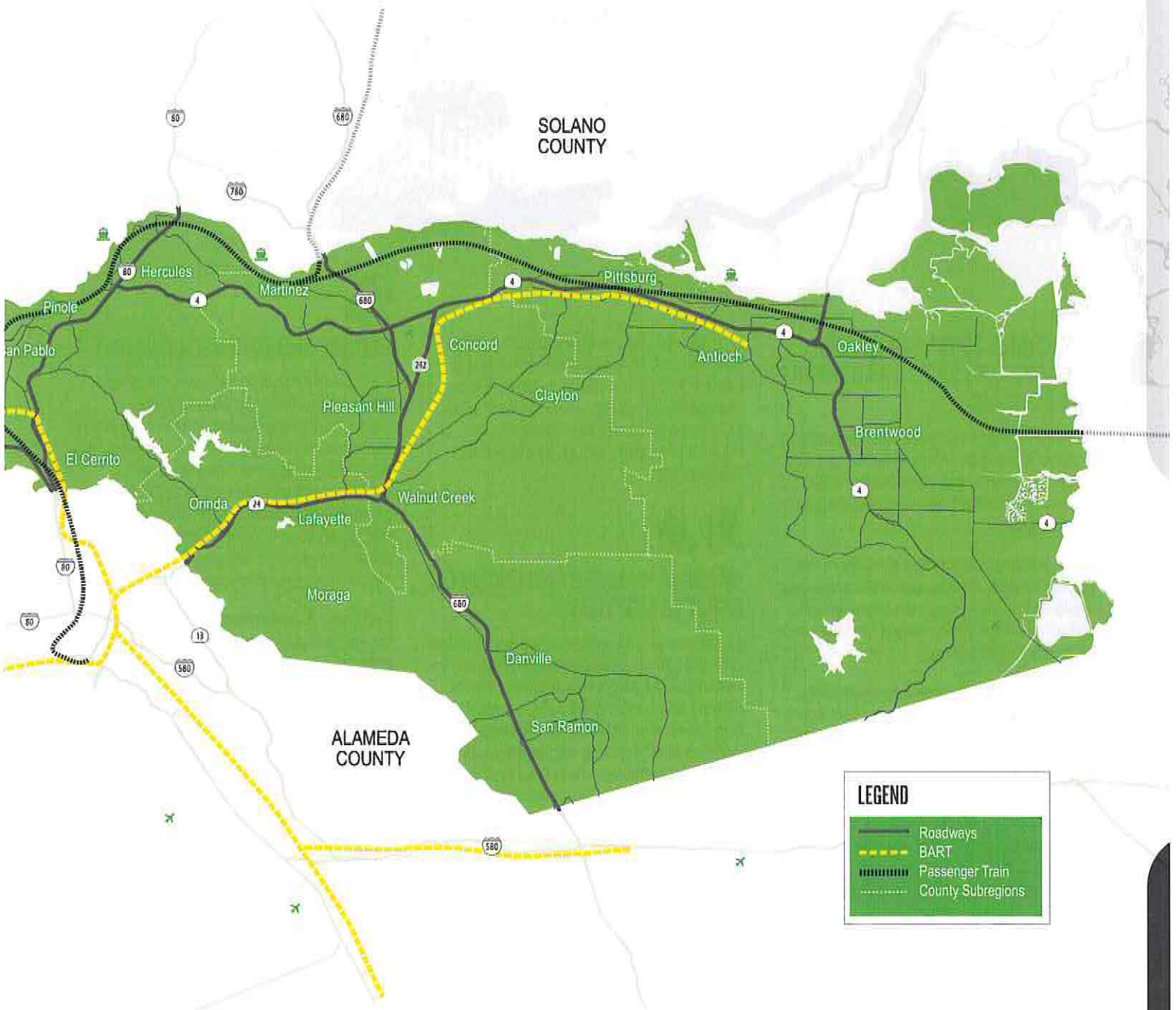
The previous section of this TEP presented investments focused on Contra Costa County's major corridors. This section describes funding that spreads into every community, through local projects and programs that improve the County's vast transportation network.

Funding will be allocated toward improving local roads and streets to make them safer for all travelers. Smaller projects—such as removing bottlenecks, improving traffic signal operations, installing traffic calming measures, and making streetscape improvements—can make big improvements in a community's quality of life.

Funding will be allocated toward substantial investments in a **robust transit system** that provides affordable, efficient, convenient, and accessible transit to travelers throughout the county. These projects will result in cleaner, safer, and more reliable trips on BART, buses, and ferries. The transit systems will extend into parts of the county that are currently lacking frequent transit service. When more people take transit, traffic congestion on the County's roads and highways will decrease, traffic will flow more smoothly, and **air emissions will decrease**, thereby improving the county's air quality.

CCTA is committed to supporting accessible and safe transportation for all Contra Costa County residents. CCTA will allocate funding toward a wide array of **programs for students, seniors, veterans, and people with disabilities**, aimed at offering safe transportation options and improving mobility.

Projects will be subject to applicable policies as presented in the Policy Statement section.



LEGEND

- Roadways
- BART
- Passenger Train
- County Subregions

Location
 Eastern suburb of the San Francisco Bay Area

Population
 1 Million+

Diverse
 Demographically, economically and geographically

Improving Transit and Transportation Countywide In All Our Communities



MODERNIZE LOCAL ROADS AND IMPROVE ACCESS TO JOB CENTERS AND HOUSING

Smooth, pothole-free roads, safe intersections, pleasant sidewalks, safe bike lanes, and clean air are some of the important features that make Contra Costa County a great place to live and work.

CCTA will provide funding directly to the county's cities, towns, and unincorporated areas so that they may make improvements to their own local roads, streets, and access to job centers and housing.

To ensure transparency and accountability, local agencies report annually on the amount spent on roadway maintenance, bicycle and pedestrian facilities, transit facilities, and other roadway improvements. Local agencies must also meet the requirements set forth in the Growth Management Program, Urban Limit Line Compliance Requirements, Transit Policy, Complete Streets Policy, Road Traffic Safety Policy, and other applicable policies in the Policy Statements section.



SAFE TRANSPORTATION FOR YOUTH AND STUDENTS

Drop-off and pick-up at schools often creates traffic jams on local streets and unsafe conditions for children. CCTA will allocate funds toward a wide array of transportation projects and programs for students and youth, aimed at relieving congestion, offering safe transportation options—such as walking and cycling—and improving mobility.

Funding will also be used for **reduced fare transit passes**, transit incentives, and school bus programs to encourage more youth and students to use transit to attend school and afterschool programs.

In cooperation with project sponsors in each subregion, CCTA will establish guidelines to define priorities and maximize effectiveness. The guidelines may require provisions, such as operational efficiencies, performance criteria, parent contributions, and reporting requirements.



IMPROVE WALKING AND BIKING ON STREETS AND TRAILS

Numerous studies and research across many different communities have demonstrated the benefits of creating an environment where walking and bicycling are safe, comfortable, and convenient. For example, **increased walking and bicycling can improve air quality by reducing emissions and energy use** from motor vehicles, improving access by foot or bike can make transit more convenient, and regular walking and bicycling can improve people's health and reduce mortality rates and health care costs.

This TEP contains **unprecedented levels of funding to improve safety for bicyclists and pedestrians in every part of the county**—from local street improvements to trail enhancements and similar projects. Funding will be considered to implement projects in the Contra Costa Countywide Bicycle and Pedestrian Plan. CCTA will develop program guidelines for a competitive project-selection process that maximizes benefits for all users. All funding will be consistent with CCTA's Complete Streets, Road Traffic Safety, and other applicable policies.

Approximately one-fifth of the funds will be considered for allocation to the East Bay Regional Park District for the development, maintenance, and rehabilitation of paved regional trails.



REDUCE AND REVERSE COMMUTES

If people live closer to their jobs and transit, they have less need to commute long distances, thereby reducing traffic congestion, vehicle-miles traveled (VMT), and greenhouse gas (GHG) emissions. Transportation programs and projects funded out of this category will support economic development and job creation in Contra Costa County. All expenditures in this category will be used to reduce or reverse commutes.

Funding will also incentivize employers to create local jobs in housing-rich areas and to promote transit, shared trips, telecommuting, and shifting work schedules, all with the intent of reducing commuter traffic at peak commute times and better utilizing available reverse commute capacity in the existing transportation infrastructure. Funding is intended to match regional, state, or federal grants and private-sector investment to achieve maximum benefits and may be spent on other regional transportation priorities at the request of the subregion. Examples of projects that may be funded include new or upgraded rail crossings to "unlock" development potential for employment centers, rail-based goods movement improvements, bike lanes and bike facilities in business parks and on routes from transit stations and/or housing to employment centers, and other new or upgraded transportation infrastructure intended to strategically attract jobs to housing-rich areas. Transit service to new employment centers could also be funded under this category.



» TOTAL INVESTMENTS: \$1.98 billion



ACCESSIBLE TRANSPORTATION FOR SENIORS, VETERANS, AND PEOPLE WITH DISABILITIES

Contra Costa County's population is aging. As people get older or become disabled and can no longer drive, they will increasingly rely on other ways to get around. Funding in this category will be used for **affordable, accessible, cost-effective, and safe countywide transportation** for seniors, disabled veterans, and other people with disabilities who, due to age or disability, cannot drive or take other transit options.

In collaboration with stakeholders, transit and nonprofit service providers, CCTA will develop an Accessible Transportation Strategic Plan to implement a customer-focused, user-friendly, seamless coordinated system using these funds. The Plan will be developed based on the characteristics and abilities of all system users and identify options including traditional and beyond traditional paratransit services.



INCREASE BUS SERVICES AND RELIABILITY IN WEST CONTRA COSTA

Many people in West Contra Costa County rely on buses and transit as their primary means of travel. CCTA will focus on expanding transit services to unserved or underserved areas, along with more frequent and reliable bus service to all. Funding will be provided to public transit operators in the western subregion of Contra Costa County (including AC Transit and WestCAT) to **provide cleaner, safer, and more reliable trips on buses**. This funding will enable transit operators to improve the frequency of service, especially on high-demand routes, increase ridership and incentivize transit use by offsetting fares.



PROVIDE CONVENIENT AND RELIABLE TRANSIT SERVICES IN CENTRAL, EAST, AND SOUTHWEST CONTRA COSTA

Although BART and rail service offer backbone transit options to residents in central, southwest, and east County, many neighborhoods and communities are unserved or underserved by bus or other transit options, meaning that transit is not close enough to people who want to use it and not frequent enough to be convenient. Funding will be provided to public transit operators in the central, east, and southwest subregions to provide **cleaner, safer, and more reliable trips on buses or shuttles**. This funding will enable transit operators to improve the frequency of service, especially on high-demand routes, increase ridership, and incentivize transit use by offsetting fares.



CLEANER, SAFER BART

BART began operating in the early 1970s and its stations and station equipment are showing their age. There are eleven BART stations located in Contra Costa County.

CCTA plans to fund a suite of modernization projects at select stations to **increase safety, security, and cleanliness**, and to improve customer experience. Several projects will focus on improving reliability of fare gates and reducing fare evasion. Many of these projects are eligible for Measure RR (BART's \$3.5 billion general obligation bond). CCTA will provide no more than a dollar-for-dollar match for BART projects. BART and CCTA will develop a countywide program to determine how funding is allocated, evaluated, and tracked for effectiveness. Specific funding and maintenance of effort requirements are required and identified in the Taxpayers Safeguards and Accountability Policy section.



REDUCE EMISSIONS AND IMPROVE AIR QUALITY

CCTA is a nationwide leader in sustainable, technology-enabled transportation. We integrate innovative technological solutions into Contra Costa County's transportation network to improve traffic flow and safety, reduce greenhouse gas emissions, and offer improved travel options. Technology solutions can help solve the challenges of the lack of connectivity between transportation options, resulting in reduced emissions and improved air quality. Eligible expenditures in this category include:

- Implementing the strategies developed in the 2019 Contra Costa Electric Vehicle Readiness Blueprint and subsequent updates
- Reducing transportation-related greenhouse gases through the utilization of a cleaner vehicle fleet, including alternative fuels and/or locally produced energy
- Preparing for a growing fleet of zero-emission vehicles by facilitating the installation of electric charging stations or alternative fuels
- Increasing utilization of nonautomobile types of transportation by expanding walking and biking paths and transit options
- Using demand management strategies designed to reduce congestion, increase use of nonautomobile transportation, increase occupancy of autos, manage existing infrastructure, and reduce greenhouse gas emissions
- Managing parking supply to improve availability, utilization, and to reduce congestion and greenhouse gas production

Funding is intended to match regional, state, or federal grants and private-sector investment to achieve maximum benefits. CCTA will develop and adopt guidelines for a competitive project-selection process for the use of these funds.



POLICY STATEMENTS

The Growth Management Program (GMP)

Coupled with the Transportation Expenditure Plan (TEP) is Contra Costa's unique and well-tested program for managing growth. The overall goal of the GMP is to preserve and enhance the quality of life and promote a healthy, strong economy to benefit the people and areas of Contra Costa through a cooperative, multijurisdictional process for managing growth, while maintaining local authority over land-use decisions.¹

The objectives of the GMP are to:

- Assure that new residential, business, and commercial growth pays for the facilities required to meet the demands resulting from that growth
- Require cooperative transportation and land-use planning among Contra Costa County, cities/towns, and transportation agencies
- Support land-use patterns within Contra Costa that make more efficient use of the transportation system, consistent with the General Plans of local jurisdictions
- Support infill and redevelopment in existing urban and brownfield areas

The Measure J GMP, which includes Principles of Agreement for Establishing the Urban Limit Line (ULL), is augmented and superseded by this 2020 TEP.

1. The Authority will, to the extent possible, attempt to harmonize the GMP and the state-mandated Congestion Management Program (CMPs). To the extent they conflict, CMP activities shall take precedence over the GMP activities.

COMPONENTS

To receive its share of funding from the following categories:

- 2020 TEP Modernize Local Roads & Improve Access to Job Centers and Housing
- Measure J Local Streets Maintenance & Improvements
- Measure J Transportation for Livable Communities (TLC)

each jurisdiction must:

1. Adopt a Growth Management Element (GME)

Each jurisdiction must adopt, or maintain in place, a GME as part of its General Plan that outlines the jurisdiction's goals and policies for managing growth and requirements for achieving those goals. The GME must show how the jurisdiction will comply with sections 2–9 below. The Contra Costa Transportation Authority (Authority) will refine its model GME and administrative procedures in consultation with the Regional Transportation Planning Committees (RTPCs) to reflect the revised GMP.

Each jurisdiction is encouraged to incorporate other standards and procedures into its GME to support the objectives and required components of this GMP.

2. Adopt a Development Mitigation Program

Each jurisdiction must adopt, or maintain in place, a Development Mitigation Program to ensure that new growth is paying its share of the costs associated with that growth. This program shall consist of both a local program to mitigate impacts on local streets and other facilities, and a regional program to fund regional and subregional transportation projects, consistent with the Countywide Transportation Plan (CTP).

The jurisdiction's local Development Mitigation Program shall ensure that revenue provided from this measure shall not be used to replace private developer funding that has or would have been committed to any project.

The regional Development Mitigation Program shall establish fees, exactions, assessments, or other mitigation measures to fund regional or subregional transportation improvements needed to mitigate the impacts of planned or forecast development. Regional mitigation programs may adjust such fees, exactions, assessments or other mitigation measures when developments are within walking distance of frequent transit service or are part of a mixed-use development of sufficient density and with necessary facilities to support greater levels of walking and bicycling.

Each RTPC shall develop the regional Development Mitigation Program for its region, taking account of planned and forecast growth and the Multimodal Transportation Service Objectives (MTSOs) and actions to achieve them established in the Action Plans for Routes of Regional Significance. RTPCs may use existing regional mitigation programs, if consistent with this section, to comply with the GMP.

3. Address Housing Options

Each jurisdiction shall demonstrate reasonable progress in providing housing opportunities for all income levels as part of a report on the implementation of the actions outlined in its adopted Housing Element. The report will demonstrate progress by one of the following:

- a. Comparing the number of housing units approved, constructed, or occupied within the jurisdiction over the preceding five years with the average number of units needed each year to meet the housing objectives established in the jurisdiction's Housing Element
- b. Illustrating how the jurisdiction has adequately planned to meet the existing and projected housing needs through the adoption of land use plans and regulatory systems that provide opportunities for, and do not unduly constrain, housing development
- c. Illustrating how a jurisdiction's General Plan and zoning regulations facilitate the improvement and development of sufficient housing to meet those objectives

Jurisdictions will provide prepared reports regarding the production and preservation of affordable units as provided for in the Annual Housing Elements Progress Report and subsequent reports.

Each jurisdiction shall demonstrate meaningful progress in preserving existing affordable units for lower-income residents by adopting and implementing locally appropriate antidisplacement and affordable housing policies, for example, preservation of affordable housing, density bonus ordinance and/or inclusionary zoning, to support community stabilization.



Jurisdictions are subject to California's Surplus Land Act, which includes the disposition of surplus land, and each jurisdiction will affirm whether it complies with the surplus Land Act and whether it maintains an inventory of all public land in its jurisdiction that adheres to applicable Surplus Land Act and Government Code 50569 requirements and makes the inventory available to the public.

Each jurisdiction will indicate whether it adheres to applicable local, state, or federal policies or laws regarding tenant protection and whether it has prepared the reports required by such policies or laws and made the reports available to the public.

In addition, each jurisdiction shall consider the impacts that its land use and development policies have on the local, regional, and countywide transportation system, including the level of transportation capacity that can reasonably be provided, and shall incorporate policies and standards into its development approval process that support transit, bicycle, and pedestrian access in new developments.

4. Participate in an Ongoing Cooperative, Multijurisdictional Planning Process

Each jurisdiction shall participate in an ongoing process with other jurisdictions and agencies, the RTPCs, and the Authority to create a balanced, safe, and efficient transportation system and to manage the impacts of growth. Jurisdictions shall work with the RTPCs to:

- a. Identify Routes of Regional Significance and MTSOs or other tools adopted by the Authority for measuring performance and quality of service along routes of significance—collectively referred to as MTSOs—for those routes and actions for achieving those objectives
- b. Apply the Authority's travel demand model and technical procedures to the analysis of General Plan Amendments and developments exceeding specified thresholds for their effect on the regional transportation system, including on Action Plan objectives
- c. Create the Development Mitigation Programs outlined in section 2 above
- d. Help develop other plans, programs, and studies to address other transportation and growth management issues

In consultation with the RTPCs, each jurisdiction will use the travel demand model to evaluate changes to local General Plans and the impacts of major development projects for their effects on the local and regional transportation system and the ability to achieve the MTSOs established in the Action Plans.

Jurisdictions shall also participate in the Authority's ongoing countywide comprehensive transportation planning process. As part of this process, the Authority shall support countywide and subregional planning efforts, including the Action Plans for Routes of Regional Significance, and shall maintain a travel demand model. Jurisdictions shall help maintain the Authority's travel demand modeling system by providing information on proposed improvements to the transportation system and planned and approved development within the jurisdiction.

5. Continuously Comply with an Urban Limit Line (ULL)

To be found in compliance with this element of the Authority's GMP, all jurisdictions must continually comply with an applicable voter approved ULL. Said ULL may either be the Contra Costa County voter approved ULL (County ULL) or a locally initiated, voter approved ULL (LV-ULL).

Additional information and detailed compliance requirements for the ULL are fully defined in the ULL Compliance Requirements, which are incorporated herein.

Either of the following actions by a local jurisdiction will constitute noncompliance with the GMP:

- a. The submittal of an annexation request to the Local Agency Formation Commission (LAFCO) for lands outside of a jurisdiction's applicable ULL.
- b. Failure to conform to the Authority's ULL Compliance Requirements.

6. Develop a Five-Year Capital Improvement Program (CIP)

Each jurisdiction shall prepare and maintain a CIP that outlines the capital projects needed to implement the goals and policies of the jurisdiction's General Plan for at least the following five-year period. The CIP shall include approved projects and an analysis of the costs of the proposed projects as well as a financial plan for providing the improvements. The jurisdiction shall forward the transportation component of its CIP to the Authority for incorporation into the Authority's database of transportation projects.

7. Adopt a Transportation Systems Management (TSM) Ordinance or Resolution

To promote carpools, vanpools, and park-and-ride lots, each jurisdiction shall adopt a local ordinance or resolution that conforms to the model TSM ordinance that the Authority has drafted and adopted. Upon approval of the Authority, cities/towns with a small employment base may adopt alternative mitigation measures in lieu of a TSM ordinance or resolution.

8. Adopt Additional Growth Management Policies, as applicable

Each jurisdiction shall adopt and thereafter continuously maintain the following policies (where applicable):

- a. Hillside Development Policy
- b. Ridgeline Protection Policy
- c. Wildlife Corridor Policy
- d. Creek Development Policy

Where a jurisdiction does not have a developable hillside, ridgeline, wildlife corridor, or creek, it need not adopt the corresponding policy. An ordinance that implements the East Contra Costa Habitat Conservation Plan (HCP)/Natural Community Preservation Plan Act (NCCP) shall satisfy the requirement to have an adopted Wildlife Corridor Policy and Creek Development Policy. In addition to the above, jurisdictions with Prime Farmland and Farmland of Statewide Importance (Prime/Statewide)—as defined by the California Department of Conservation and mapped by the Farmland Mapping and Monitoring Program—within their planning areas but outside of their city/town shall adopt and thereafter continuously maintain an Agricultural Protection Policy. The policy must ensure that potential impacts of converting Prime/Statewide outside the ULL to other uses are identified and disclosed when considering such a conversion. The applicable policies are required to be in place by no later than July 1, 2022.

9. Adopt a Complete Streets Policy and Vision Zero Policy

Each jurisdiction shall adopt a Complete Streets Policy, consistent with the California Complete Streets Act of 2008 (AB 1358) and with the Authority's Complete Streets Policy, which accommodates all users of travel modes in the public right-of-way. Each jurisdiction shall also adopt a Vision Zero Policy that substantially complies with the Authority's Model Vision Zero Policy and reflects best practices for street design elements and programs to mitigate human error and quantifiably

improve the traffic safety of all users in the planning, design, and construction of projects funded with Measure funds. Jurisdictions shall document their level of effort to implement these policies, including during requests for funding, peer review of project design, and as part of the newly added compliance requirement in the biennial GMP Checklist.

ALLOCATION OF FUNDS

Portions of the monies received from the retail transaction and use tax will be returned to the local jurisdictions (the cities/towns and County) for use on local, subregional, and/or regional transportation improvements and maintenance projects. Receipt of all such funds requires compliance with the GMP and the allocation procedures described below. The funds are to be distributed on a formula based on population and road miles.

Each jurisdiction shall demonstrate its compliance with all of the components of the GMP in a completed compliance checklist. The jurisdiction shall submit, and the Authority shall review and make findings regarding the jurisdiction's compliance with the requirements of the GMP, consistent with the Authority's adopted policies and procedures.

If the Authority determines that the jurisdiction complies with the requirements of the GMP, it shall allocate to the jurisdiction its share of 2020 TEP funding from the Modernize Local Roads & Improve Access to Job Centers and Housing category and its share of Measure J Local Streets Maintenance & Improvements funding. Jurisdictions may use funds allocated under this provision to comply with these administrative requirements.

If the Authority determines that the jurisdiction does not comply with the requirements of the GMP, the Authority shall withhold funds and also make a finding that the jurisdiction shall not be eligible to receive Measure J TLC funds until the Authority determines that the jurisdiction has achieved compliance. The Authority's findings of noncompliance may set deadlines and conditions for achieving compliance.

Withholding of funds, reinstatement of compliance, reallocation of funds, and treatment of unallocated funds shall be as established in adopted Authority policies and procedures.

Urban Limit Line (ULL) Compliance Requirements

Definitions—the following definitions apply to the GMP ULL requirement:

1. Urban Limit Line (ULL)

A ULL, urban growth boundary, or other equivalent physical boundary judged by the Authority to clearly identify the physical limits of the local jurisdiction's future urban development.

2. Local Jurisdictions

Includes Contra Costa County, the 19 cities and towns within Contra Costa, plus any newly incorporated cities or towns established after July 1, 2020.

3. County ULL

A ULL placed on the ballot by the Contra Costa County Board of Supervisors, approved by voters at a countywide election, and in effect through the applicable GMP compliance period. The current County ULL was established by Measure L and approved by voters in 2006.

The following local jurisdictions have adopted the County ULL as their applicable ULL:

City of Brentwood	Town of Moraga
City of Clayton	City of Oakley
City of Concord	City of Orinda
Town of Danville	City of Pinole
City of El Cerrito	City of Pleasant Hill
City of Hercules	City of Richmond
City of Lafayette	City of San Pablo
City of Martinez	City of Walnut Creek

4. Local Voter ULL (LV-ULL)

A ULL or equivalent measure placed on the local jurisdiction ballot, approved by the jurisdiction's voters, and recognized by action of the local jurisdiction's legislative body as its applicable, voter-approved ULL. The LV-ULL will be used as of its effective date to meet the Authority's GMP ULL requirement and must be in effect through the applicable GMP compliance period.

The following local jurisdictions have adopted a LV-ULL:

City of Antioch	City of Pittsburg
City of San Ramon	

5. Minor Adjustment

An adjustment to the ULL of 30 acres or less is intended to address unanticipated circumstances.

6. Other Adjustments

Other adjustments that address issues of unconstitutional takings and conformance to state and federal law.

REVISIONS TO THE ULL

1. A local jurisdiction that has adopted the County ULL as its applicable ULL may revise its ULL with local voter approval at any time during the term of the Authority's GMP by adopting a LV-ULL in accordance with the requirements outlined for a LV-ULL contained in the definitions section.
2. A local jurisdiction may revise its LV-ULL with local voter approval at any time during the term of the Authority's GMP if the resultant ULL meets the requirements outlined for a LV-ULL contained in the definitions section.
3. If voters, through a countywide ballot measure, approve a revision to the County ULL, the legislative body of each local jurisdiction relying on the County ULL shall:
 - a. Accept and approve its existing ULL to continue as its applicable ULL, or
 - b. Accept and approve the revised County ULL as its applicable ULL, or
 - c. Adopt a LV-ULL in accordance with the requirements outlined for a LV-ULL contained in the definitions section

However, if any Countywide measure to approve a revision to the County ULL fails, then the legislative body of each local jurisdiction relying on the prior County ULL may accept and approve the existing County ULL.

4. Local jurisdictions may, without voter approval, enact Minor Adjustments to their applicable ULL subject to a vote of at least 4/5 of the jurisdiction's legislative body and meeting the following requirements:
 - a. Minor adjustment shall not exceed 30 acres.
 - b. Adoption of at least one of the findings listed in the County's Measure L (§82-1.018 of County Ordinances 200606 § 3, 91-1 § 2, 90-66 § 4), which include:
 - A natural or man-made disaster or public emergency has occurred that warrants the provision of housing and/or other community needs within land located outside the ULL



- An objective study has determined that the ULL is preventing the jurisdiction from providing its fair share of affordable housing or regional housing, as required by state law, and the governing elected legislative body finds that a change to the ULL is necessary and is the only feasible means to enable the County jurisdiction to meet these requirements of state law
 - A majority of the cities/towns that are party to a preservation agreement and the County have approved a change to the ULL affecting all or any portion of the land covered by the preservation agreement
 - A minor change to the ULL will more accurately reflect topographical characteristics or legal boundaries
 - A five-year cyclical review of the ULL has determined, based on the criteria and factors for establishing the ULL set forth in Contra Costa County Code (Section 82-1.010), that new information is available (from city/town, County growth management studies, or otherwise) or circumstances have changed, warranting a change to the ULL
 - An objective study has determined that a change to the ULL is necessary or desirable to further the economic viability of the East Contra Costa County Airport, and either (i) mitigate adverse aviation-related environmental or community impacts attributable to Buchanan Field, or (ii) further the County's aviation related needs
 - A change is required to conform to applicable California or Federal law
- c. Adoption of a finding that the proposed Minor Adjustment will have a public benefit. Said public benefit could include, but is not necessarily limited to, enhanced mobility of people or goods, environmental protections or enhancements, improved air quality or land use, enhanced public safety or security, housing or jobs, infrastructure preservation, or other significant positive community effects as defined by the local land use authority. If the proposed Minor Adjustment to the ULL is proposed to accommodate housing or commercial development, said proposal must include permanent environmental protections or enhancements, such as the permanent protection of agricultural lands, the dedication of open space or the establishment of permanent conservation easements.
- d. The Minor Adjustment is not contiguous to one or more nonvoter approved Minor Adjustments that in total exceeds 30 acres.
- e. The Minor Adjustment does not create a pocket of land outside the existing ULL, specifically to avoid the possibility of a jurisdiction wanting to fill in that land subsequently through separate adjustments.
- f. Any jurisdiction proposing to process a Minor Adjustment to its applicable ULL that impacts FMMP is required to have an adopted Agricultural Protection Ordinance or must demonstrate how the loss of these agricultural lands will be mitigated by permanently protecting farmland.
5. A local jurisdiction may revise its LV-ULL, and the County may revise the County ULL, to address issues of unconstitutional takings or conformance to State or Federal law.

CONDITIONS OF COMPLIANCE

1. Submittal of an annexation request by a local jurisdiction to LAFCO outside of an approved ULL will constitute noncompliance with the GMP.
2. For each jurisdiction, an applicable ULL shall be in place through each GMP compliance reporting period for the local jurisdiction to be found in compliance with the GMP requirements.
3. Submittal of an annexation request for land outside an approved ULL by a third party to LAFCO will constitute noncompliance with the GMP, if the local jurisdiction: (1) submits a "will serve" letter to LAFCO. A "will serve" letter determines the applicant's ability and willingness to serve the subject area and any further development, (2) utilizes an existing applicable tax sharing agreement, and/or (3) enters into a new tax sharing agreement for the annexation request.

Transit Policy

VISION

This Transportation Expenditure Plan (TEP) envisions a transportation system that provides reliable, safe, comfortable and convenient access for all users of the transportation system, regardless of mode choice and travel characteristics. The TEP further envisions a public transit system that provides convenient, safe, affordable, and reliable service and which offers an attractive alternative to private automobile usage. The Transit Policy Vision includes the infrastructure needed to accommodate a more robust transportation system for Contra Costa County that promotes greater use of transit and other shared mobility alternatives by prioritizing the movement of people rather than single-occupancy vehicles across the network. The TEP aims to improve transit countywide and reduce commute travel times, deliver more frequent and reliable service, expand transit service areas, and provide better connections to and from transit by various modes of mobility options. Improving the coordination among transit operators and integrating the existing transit systems with new technological tools and platforms to enhance customer access and experience should increase the share of residents and employees who choose public transit. Doing so will reduce congestion, improve air quality, and accommodate a growing population.

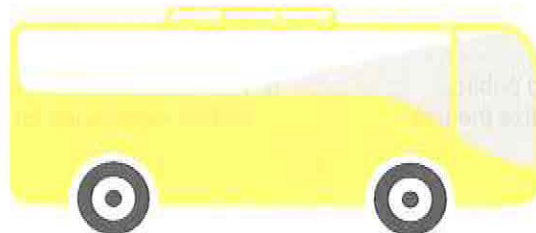
To achieve this vision, the TEP allocates more than one-half of the expected sales tax revenue to Transit and Alternative Modes and approximately one-quarter for local road improvements. To provide the maximum benefits to Contra Costa residents, the Contra Costa Transportation Authority (Authority) adopts the following policies and principles for use of transit funds authorized in the TEP:

POLICY

1. The Policy shall promote Transit First and guide the development of an Integrated Transit Plan (ITP). In the context of this Policy, Transit First considers the following to provide a seamless and integrated transportation system:
 - a. Decisions regarding the use of limited public street and sidewalk space shall prioritize the use of public rights-of-way by pedestrians, bicyclists, and public transit, and shall strive to reduce traffic and improve public health and safety.
 - b. Transit-priority improvements, such as designated transit lanes and streets and improved signalization, shall be made to expedite the movement of public transit vehicles and to improve safety for people who bike and walk.
 - c. Pedestrian areas shall be enhanced wherever possible to improve the safety and comfort of pedestrians and to encourage travel by foot.
 - d. Bicycling shall be promoted by encouraging safe streets for riding, providing convenient access to transit, and increasing the availability of bicycle lanes and secure bicycle parking.
 - e. Parking policies for areas well served by public transit shall be designed to encourage travel by public transit and alternative transportation.
 - f. The ability to reduce traffic congestion depends on the adequacy of regional public transportation. The cities/towns and County shall promote the use of transit and the continued development of an integrated and reliable regional public transportation system.
 - g. The cities/towns and County shall encourage innovative solutions to meet public transportation needs wherever possible.
2. All transit operators that receive funding from the TEP shall participate in the development of an ITP to identify how to utilize funding to better coordinate and integrate transit services countywide. The ITP should guide how the TEP funding dedicated to Transit and Alternative Modes categories can be used to implement the Transit Policy Vision:
 - a. The ITP will be developed and managed under the leadership of the Authority and the County's transit operators. The Authority and the transit operators shall coordinate with transportation service providers in Contra Costa to inform the development of the ITP. Transit operators shall consult with the Regional Transportation Planning Committees (RTPCs) in developing the ITP.
 - b. The ITP will focus on delivering a streamlined and unified experience for the customer across all modes

and transit operators should identify transit service investments (i.e., new routes, service hours, frequency), capital projects/assets (i.e., transit centers, bus stops, stop amenities, vehicles), and transit priority measures (i.e., transit signal priority, bus lanes, queue jumps) to be funded from the TEP.

- c. The ITP shall demonstrate reduction in vehicle-miles traveled (VMT) per capita and greenhouse gas (GHG) emissions to meet the Authority's countywide goals. Transit service investments, capital projects/assets, and transit priority measures to be funded from the TEP shall reduce VMT and GHG emissions or participate in the VMT Mitigation Program.
 - d. Prioritization for TEP funding should consider projects that can leverage other state, federal, or local funding.
 - e. The ITP shall be updated at least every five years to address new technology opportunities, any changes in demand, and other conditions.
3. Transit operators in Contra Costa County shall incorporate the findings and recommendations of the ITP pertinent to each operator's service area into their respective Short-Range Transit Plans (SRTP). The SRTPs shall be reviewed for consistency with the ITP associated with this TEP.
 4. Allocations pursuant to this TEP will be made in support of the recommendations in the ITP. Any recommendations in the ITP shall include performance measures to achieve continued funding.
 5. The Authority expects transit operating funds from the TEP to be used to support the vision of this policy. In the event that TEP funds must be used to support other transit services as a result of reduction of operating funds from other sources or due to other financial concerns, the transit operator shall update its SRTP and submit to the Authority.
 6. The Authority expects that public agencies and transit operators leverage new and emerging technologies to improve service and to address first-mile/last-mile connections between transit stops and other traveler destinations. These technologies may include, but not be limited to, ride hailing partnerships, autonomous shuttles, shared mobility (bikes, scooters, cars), and mobility-on-demand platforms that best fit within each transit operator's service area. The ITP should address how these technology services function within and among service boundaries and provide a seamless experience countywide for customers.
 7. The Authority expects that recipients of TEP funding create, analyze, and seize opportunities for fare and schedule integration among transit operators and any technology services adopted. Focus should be placed on reducing inconveniences associated with transferring between services and on having a cost-effective, universally accepted digital payment method. The ITP should address how Contra Costa transit operators can maximize benefits of fare payment and schedule integration while acknowledging current efforts by various agencies to achieve the same goal.
 8. The Authority will not fund construction of any transit capital improvement until the project sponsor demonstrates how the project would increase ridership and/or decrease VMT. Funding for planning and design—including demonstration pilots—is not subject to this requirement.
 9. All recipients of funding through this TEP shall consider and accommodate, wherever possible, the principles of Transit First in the planning, design, construction, reconstruction, rehabilitation, and maintenance of the transportation system.
 10. All transit operators that receive funding from the TEP shall report how received funding benefits Communities of Concern and low-income residents in their jurisdictions and service areas. The ITP should ensure proportionally greater benefits to Communities of Concern and low-income residents.



Complete Streets Policy

VISION

This Plan envisions a transportation system and infrastructure in which each component provides safe, comfortable, and convenient access for users of all ages and abilities. These users include pedestrians, bicyclists, transit riders, automobile drivers, taxis, Transportation Network Companies (TNCs) and their passengers, and truckers as well as people of varying abilities, including children, seniors, people with disabilities, and able-bodied adults. The goal of every transportation project is to provide safer, more accessible facilities for all users. All projects shall be planned, designed, constructed, and operated to prioritize users' life safety and accommodate the Complete Streets concept.

By making streets more efficient and safer for all users, a Complete Streets approach will expand capacity and improve mobility for all users, giving commuters convenient options for travel and minimizing the need to widen roadways.

POLICY

To achieve this vision, all recipients of funding through this Plan shall consider and accommodate, wherever possible and subject to the exceptions listed in this Policy, the needs of all users in the planning, design, construction, reconstruction, rehabilitation, and maintenance of the transportation system. This determination shall be consistent with the exceptions listed below. Achieving this vision will require balancing the needs of different users and may require reallocating existing rights-of-way (ROW) for different uses.

The Authority shall revise its project development guidelines to require the consideration and accommodation of all users in the design and construction of projects funded with measure funds and shall adopt peer review and design standards to implement that approach. The guidelines will allow flexibility in responding to the context of each project and the needs of users specific to the project's context and will build on accepted best practices for complete streets and context-sensitive design.

To ensure that this policy is carried out, the Authority shall prepare a checklist that project sponsors using measure

funds must submit. This checklist will document how the needs of all users were considered and how they were accommodated in the design and construction of the project. In the checklist, the sponsor will outline how they provided opportunity for public input, in a public forum, from all users early in the project development and design process. This includes regular public review of agency repaving programs. If the proposed project or program will not provide context-appropriate conditions for all users, the sponsor shall document the reasons why in the checklist, consistent with the following section on "exceptions" below. The completed checklist shall be made part of the approval of programming of funding for the project or the funding allocation resolution.

Recipients of 2020 TEP funding for the Modernize Local Roads and Improve Access to Job Centers and Housing category and Measure J TEP Funding from Local Maintenance and Improvements shall adopt procedures that ensure that all agency departments consider and accommodate the needs of all users for projects or programs affecting public ROW for which the agency is responsible. These procedures shall:

1. Be consistent with the California Complete Streets Act of 2008 (AB 1358)
2. Be consistent with and be designed to implement each agency's General Plan Policies once that plan has been updated to comply with the California Complete Streets Act of 2008 and the Authority's Complete Streets Policy
3. Involve and coordinate the work of all agency departments and staff whose projects will affect the public ROW
4. Meet or exceed the Complete Street design standards adopted by the Authority
5. Be consistent with the adopted Local Jurisdiction Complete Streets Policy and Authority's Complete Street Policy herein
6. Promote proactive data collection and traffic system monitoring using next generation technology, such as advance detection systems
7. Provide opportunity for public review by all potential users early in the project development and design phase so that options can be fully considered. This review could be done through an advisory committee, such as a Bicycle and Pedestrian Advisory Committee or as part of the review of the agency's CIP

As part of their biennial GMP checklist, agencies shall list projects funded by the Measure and detail how those projects accommodated users of all modes by applying Transit, Complete Streets, and Vision Zero Policies.

As part of the multijurisdictional planning required by the GMP, agencies shall work with the Authority and the RTPCs to harmonize the planning, design, and construction of transportation facilities for all modes within their jurisdiction with the plans of adjoining and connecting jurisdictions.

EXCEPTIONS

Project sponsors may provide a lesser accommodation or forgo Complete Street accommodation components when the public works director or equivalent agency official finds that:

1. Pedestrians, bicyclists, or other users are prohibited by law from using the transportation facility
2. The cost of new accommodation would be excessively disproportionate to the need or probable use. If meeting adopted design standards is cost prohibitive, the proposed project improvements should be phased, or a more cost-effective solution should be provided
3. The sponsor demonstrates that such accommodation is not needed based on objective factors including:
 - a. Current and projected user demand for all modes based on current and future land use
 - b. Lack of identified conflicts, both existing and potential, between modes of travel

Project sponsors shall explicitly approve exception findings as part of the approval of any project using measure funds to improve streets classified as a major collector or above.¹ Prior to this project, sponsors must provide an opportunity for public input at an approval body (that regularly considers design issues) and/or the governing board of the project sponsor.

¹ Major Collectors and above, as defined by the California Department of Transportation (Caltrans) California Road System (CRS) map.

Advance Mitigation Program

The Authority is committed to participate in the creation and funding of an Advance Mitigation Program (AMP) as an innovative way to advance needed infrastructure projects more efficiently and provide more effective conservation of our natural resources, watersheds and wetlands, and agricultural lands. As a global biodiversity hot spot, the Bay Area and Contra Costa County host an extraordinarily rich array of valuable natural communities and ecosystems that provides habitat for rare plants and wildlife and supports residents' health and quality of life by providing clean drinking water, clean air, opportunities for outdoor recreation, adaptation to climate change, and protection from disasters like flooding and landslides.

Assembly Bill No. 2087 (AB 2087) outlines a program for informing science-based, nonbinding, and voluntary conservation actions and habitat enhancement actions that would advance the conservation of focal species, natural communities, and other conservation elements at a regional scale. The AMP used AB 2087 and subsequent guidance to integrate conservation into infrastructure agencies' plans and project development well in advance and on a regional scale to reduce potential impacts of transportation projects, as well as to drive mitigation dollars to protect regional conservation priorities and protect important ecological functions, watersheds and wetlands, and agricultural lands that are at threat of loss. The AMP will provide environmental mitigation activities specifically required under the California Environmental Quality Act of 1970 (CEQA), National Environmental Policy Act of 1969 (NEPA), Clean Water Act Section 401 and Section 404, and other applicable regulations in the implementation of the major highway, transit, and regional arterial and local streets and roads projects identified in the Plan. Senate Bill 1 (SB 1) (2017) created the AMP at Caltrans to enhance opportunities for the department to work with stakeholders to identify important project mitigation early in the project development process and improve environmental outcomes by mitigating the effects of transportation projects. The Authority's AMP compliments advance mitigation funding from SB 1.

The Authority's participation in an AMP is subject to the following conditions:

1. Development and approval of a Regional Conservation Investment Strategy (RCIS) that identifies conservation priorities and mitigation opportunities for all of Contra Costa County. The RCIS established conservation goals and includes

countywide opportunities and strategies that are, among other requirements, consistent with and that support the East Contra Costa Habitat Conservation Plan (HCP)/Natural Community Preservation Plan Act (NCCP). The RCIS will identify mitigation opportunities for all areas of the County to ensure that mitigation occurs in the vicinity of the project impact to the greatest extent possible. The Authority will review and approve the RCIS, in consultation with the RTPCs, prior to the allocation of funds for the AMP.

2. Development of a Project Impacts Assessment (PIA) that identifies the portfolio of projects to be included in the Advance Mitigation Program and the estimated costs for mitigation of the environmental impacts of the projects. The Authority will review and approve the PIA prior to the allocation of funds for the AMP. The PIA and estimated costs do not in any way limit the amount of mitigation that may be necessary or undertaken for the environmental impacts of the projects.
3. Development of the legislative and regulatory framework necessary to implement an AMP in Contra Costa County.
4. The identification of the Implementing Agency to administer the AMP for Contra Costa County or portions of the Bay Area, including Contra Costa County.

The Authority will determine the amount of funds to be dedicated to this program following the satisfaction of the above conditions. Funds from the Plan will be allocated consistent with the Regional Conservation Assessment/Framework to fund environmental mitigation activities required in the implementation of the major highway, transit and regional arterial and local streets and roads projects identified in the Plan. If this approach cannot be fully implemented, these funds

shall be used for environmental mitigation purposes on a project-by-project basis. Mitigation required for future transportation improvements identified in the Plan are not limited by the availability of funding or mitigation credits available in the Program.

All projects funded from the TEP are eligible for inclusion in the AMP. Note that some projects are within the East Contra Costa County HCP/NCCP. The AMP provides an opportunity to meet species mitigation needs on projects that cannot be met by East Contra Costa County HCP/NCCP.

Pursuant to Senate Bill No. 743, which reformed the process for California Environmental Quality Act (CEQA) review of transportation impacts to align with greenhouse gas emissions reduction goals, the Governor's Office of Planning and Research (OPR) identified vehicle-miles traveled (VMT) as the key metric to measure transportation impacts under CEQA. As a result, projects will be expected to demonstrate a reduction in VMT to meet the Authority's goal to reduce VMT per capita and GHG emissions countywide. The Authority will begin development of an innovative countywide program to identify a broad portfolio of mitigation measures that will be funded through aggregation of funds and deployed to support top-priority VMT reducing projects and strategies throughout the County. The VMT Mitigation Program will consider the structure of the program, legal framework to comply with CEQA and Mitigation Fee Act, and program design, such as project selection and prioritization, measurement, evaluation, verification, reporting, equity, and monitoring. The amount of VMT mitigated will be for the planning horizon for each project.



Taxpayer Safeguards and Accountability Policy

GOVERNING STRUCTURE

Governing Body and Administration

The Authority is governed by a Board composed of 11 members, all elected officials, with the following representation:

- Two members from the Central County Regional Transportation Planning Commission (RTPC), also referred to as Transportation Partnership and Cooperation (TRANSPAC)
- Two members from the East County RTPC, also referred to as East County Transportation Planning Committee (TRANSPLAN)
- Two members from the Southwest County RTPC, also referred to as Southwest Area Transportation Committee (SWAT)
- Two members from the West County RTPC, also referred to as West County Contra Costa County Transportation Advisory Committee (WCCTAC)
- One member from the Conference of Mayors
- Two members from the Board of Supervisors

The Authority Board also includes three (3) ex officio, nonvoting members that are appointed by the MTC, BART, and the Public Transit Operators in Contra Costa County.

The four subregions within Contra Costa—Central, West, Southwest, and East County—are each represented by a Regional Transportation Planning Commission (RTPC). Central County (TRANSPAC subregion) includes Clayton, Concord, Martinez, Pleasant Hill, Walnut Creek, and the unincorporated portions of Central County. West County (WCCTAC subregion) includes El Cerrito, Hercules, Pinole, Richmond, San Pablo, and the unincorporated portions of West County. Southwest County (SWAT subregion) includes Danville, Lafayette, Moraga, Orinda, San Ramon and the unincorporated portions of Southwest County.

East County (TRANSPLAN subregion) includes Antioch, Brentwood, Oakley, Pittsburg, and the unincorporated portions of East County.

Public Oversight Committee

The Public Oversight Committee (POC) shall provide diligent, independent, and public oversight of all expenditures of Measure funds by Authority or recipient agencies (County, cities/towns, transit operators, etc.). The POC will report to the public and focus its oversight on the following:

- Review of allocation and expenditure of Measure funds to ensure that all funds are used consistent with the Measure
- Review of fiscal audits of Measure expenditures
- Review of performance audits of projects and programs relative to performance criteria established by the Authority, and if performance of any project or program does not meet its established performance criteria, identify reasons why and make recommendations for corrective actions that can be taken by the Authority Board for changes to project or program guidelines
- Review of application of the performance-based review policy and provide input and recommendations for the development of associated guidelines
- Review of the maintenance of effort compliance requirements of local jurisdictions for local streets, roads, and bridges funding
- Review of each jurisdiction's GMP Checklist and compliance with the GMP Policies

The POC shall prepare an annual report that includes an account of the POC's activities during the previous year, its review and recommendations relative to fiscal or performance audits, and any recommendations made to the Authority Board for implementing the TEP. The



report will be noticed in local media outlets throughout Contra Costa County, posted to the Authority website, and made continuously available for public inspection at Authority offices. The report shall be composed of easy-to-understand language that is not produced in an overly technical format. The POC shall make an annual presentation to the Authority Board summarizing the annual report subsequent to its release.

POC members shall be selected by the Authority to reflect community, business organizations, and other interests within the County. The goal of the membership makeup of the POC is to provide a balance of viewpoints, including, but not limited to, geography, age, gender, ethnicity, and income status to represent the different perspectives of the residents of Contra Costa County. One member will be nominated by each of the four subregions by the RTPCs representing the subregion nominating the member. The Board of Supervisors will nominate one member residing in and representing the County. Twelve members will be nominated by respective organizations representative of interest groups, such as civic and governance involvement, taxpayer advocate, businesses, construction and trades labor, general labor, building and development, disabled, biking and pedestrian, transit, low income, climate change, seniors, environmental, and/or open space organizations operating in Contra Costa County (specific organizations may vary during the life of the Measure). The Authority will consult with the public and active interest groups to solicit, identify nominees, and nominate POC members that represent those areas listed above. The Authority will accept nominations from any member of the public. The Authority will create a process to review possible POC members, including interviews. An interest area will be represented by no more than one POC member. About one-half of the initial member appointments will be for two years and the remaining appointments will be for three-year terms. Thereafter, members will be appointed to two-year terms. Any individual member can serve on the POC for no more than six consecutive years.

POC members will be Contra Costa County residents who are not elected officials at any level of government, or public employees from agencies that either oversee or benefit from the proceeds of the Measure. Membership is restricted to individuals with no economic interest in any of the Authority's projects or programs. If a member's status changes so that he/she no longer meets these requirements, or if a member resigns his/her position on the POC, the Authority Board will issue a new statement of interest from the same stakeholder category to fill the vacant position.

The POC shall meet up to once per month to carry out its responsibility and shall meet at least once every three months. Meetings shall be held at the same location as the Authority Board meetings are usually held, shall be open to the public, and must be held in compliance with California's open meeting law (the Brown Act). Meetings shall be recorded and the recordings shall be posted for the public.

Members are expected to attend all meetings. If a member, without good reason acceptable to the Chair of the POC, fails to attend either (a) two or more consecutive meetings or (b) more than three meetings a year, the Authority Board will request a replacement from the interest group listed above.

The Authority commits to support the oversight process through cooperation with the POC by providing access to project and program information, audits, and other information available to the Authority, and to logistical support so that the POC may effectively perform its oversight function. The POC will have full access to the Authority's independent auditors and may request Authority staff briefings for any information that is relevant to the Measure. The Authority will provide resources for meeting design and process, facilitation, and skill and knowledge building to foster and support the POC's ability to provide meaningful input and recommendations. The POC Chair shall inform the Authority Board Chair and Executive Director of any concern regarding Authority staff's commitment or performance regarding open communication, the timely sharing of information, and teamwork.

The POC shall not have the authority to set policy or to appropriate or withhold funds, nor shall it participate in or interfere with the selection process of any consultant or contractor hired to implement the TEP.

The POC shall not receive monetary compensation except for the reimbursement of travel or other incidental expenses in a manner consistent with other Authority advisory committees. Exceptions may be made by the Authority to reasonably assist members to participate in POC meetings.

To ensure that the oversight by the POC continues to be as effective as possible, the efficacy of the POC Charter (i.e., this document) will be evaluated on a periodic basis and a formal review will be conducted by the Authority Board, Executive Director, and the POC a minimum of every five years to determine if any amendments to this Charter should be made. The formal review will

include a benchmarking of the Committee's activities and Charter with other best-in-class oversight committees. Amendments to this Charter shall be proposed by the POC and adopted or rejected by the Authority Board.

The POC replaces the Authority's existing Citizens Advisory Committee (CAC).

Advisory Committees

The Authority will continue the committees that were established as part of the Transportation Partnership Commission organization as well as other committees that have been utilized by the Authority to advise and assist in policy development and implementation. The committees include:

The RTPCs that were established to develop transportation plans on a geographic basis for subareas of the County, and

- The Technical Coordinating Committee (TCC) that will serve as the Authority's technical advisory committee
- Paratransit Coordinating Council (PCC)
- The Countywide Bicycle and Pedestrian Advisory Committee (CBPAC)
- Bus Transit Coordinating Committee (BTCC)

IMPLEMENTING GUIDELINES

This TEP is guided by principles that ensure the revenue generated by the sales tax is spent only for the purposes outlined in this TEP in the most efficient and effective manner possible, consistent with serving the transportation needs of Contra Costa County. The following Implementing Guidelines shall govern the administration of sales tax revenues by the Authority. Additional detail for certain Implementing Guidelines is found elsewhere in this TEP.

Duration of the TEP

The duration of the TEP shall be for 35 years from July 1, 2020, through June 30, 2055.

Administration of the Plan

1. **Funds Only Projects and Programs in the TEP**
Funds collected under this Measure may only be spent for purposes identified in the TEP, as

it may be amended by the Authority governing body. Identification of Projects or Programs in the Plan does not ensure their implementation. As authorized, the Authority may amend or delete Projects and Programs identified in the Plan to provide for the use of additional federal, state, and local funds, to account for unexpected revenue, to maintain consistency with the current Contra Costa Countywide Transportation Plan (CTP), to take into consideration unforeseen circumstances, and to account for impacts, alternatives, and potential mitigation determined during review under the California Environmental Quality Act (CEQA) at such time as each project and program is proposed for approval.

2. **All Decisions Made in Public Process**

The Authority is given the fiduciary duty of administering the transportation sales tax proceeds in accordance with all applicable laws and with the TEP. Activities of the Authority will be conducted in public according to state law, through publicly noticed meetings. The annual budgets of Authority, strategic delivery plans, and annual reports will all be prepared for public review. The interest of the public will be further protected by the POC, described previously in the TEP.

3. **Salary and Administration Cost Caps**

Revenues may be expended by the Authority for salaries, wages, benefits, overhead, and those services, including contractual services, necessary to administer the Measure. However, in no case shall the expenditures for the salaries and benefits of the staff necessary to perform administrative functions for the Authority exceed one percent (1%) of revenues from the Measure. The allocated costs of Authority staff who directly implement specific projects or programs are not included in the administrative costs.

4. **Expenditure Plan Amendments Require Majority Support**

The Authority may review and propose amendments to the TEP and the GMP to provide for the use of additional federal, state, and local funds, to account for unexpected revenues, or to take into consideration unforeseen circumstances. Affected RTPCs and the Public Oversight Committee (POC) will participate in the development of the proposed amendment(s). A supermajority (66%) vote of the Authority Board is required to approve an amendment. Any amendment to the TEP that is administrative or less than \$50 million to the Expenditure Plan will require a 45-day period

to comment on the proposed amendment. Any amendments to expenditure categories that total \$50 million or greater, whether submitted as one amendment or a series of related amendments, will require the following:

- a. The need for such amendment shall be properly demonstrated in a regularly scheduled public meeting of the Authority Board.
- b. The Authority shall make a presentation at the earliest possible POC and RTPC meetings outlining the details of the proposed amendment and allow for POC and RTPC input.
- c. No fewer than two special public information and comment sessions shall be held and publicized by the Authority within 90 days following the initial Authority Board meeting.
- d. The proposed amendment will be given a 90-day public comment period.
- e. The proposed amendment shall be voted on during a regularly scheduled Authority Board meeting.

5. Augment Transportation Funds

Funds generated pursuant to the Measure are to be used to supplement and not replace existing local revenues used for transportation purposes. Any funds already allocated, committed, or otherwise included in the financial plan for any project in the TEP shall be made available for project development and implementation as required in the project's financial and implementation program.

6. Jurisdiction

The Authority retains sole discretion regarding interpretation, construction, and meaning of words and phrases in the TEP.

Taxpayer Safeguards, Audits and Accountability

7. Public Oversight Committee (POC)

The POC will provide diligent, independent, and public oversight of all expenditures of Measure funds by Authority or recipient agencies (County, cities/towns, transit operators, etc.). The POC will report to the public and focus its oversight on annual audits, the review and allocation of Measure funds, the performance of projects and programs in the TEP, and compliance by local jurisdictions with the maintenance of effort and GMP described previously in the TEP.

8. Fiscal Audits

All funds expended by the Authority directly and all funds allocated by formula or discretionary grants to other entities are subject to fiscal audit. Recipients of Measure funds (including but not limited to County, cities/towns, and transit operators) will be audited at least once every five years, conducted by an independent CPA. Any agency found to be in noncompliance shall have its formula sales tax funds withheld until such time as the agency is found to be in compliance.

9. Performance Audits

All funding categories shall be subject to performance audits by the Authority. Each year, the Authority shall select and perform a focused performance audit on two or three of the funding categories so that at the end of the fourth year, all funding categories are audited. This process shall commence two years after passage of the new sales tax measure. Additional Performance Audits shall continue on a similar cycle for the duration of the TEP. The performance audits shall provide an accurate quantitative and qualitative evaluation of the funding categories to determine the effectiveness in meeting the performance criteria established by the Authority. In the event that any performance audit determines that a funding category is not meeting the performance requirements established by the Authority, the audit shall include recommendations for corrective action including but not limited to revisions to Authority policies or program guidelines that govern the expenditure of funds.

10. Maintenance of Effort (MOE)

Funds generated by the new sales tax Measure are to be used to supplement and not replace existing local revenues used for streets and highways purposes. The basis of the MOE requirement will be the average of expenditures of annual discretionary funds on streets and highways, as reported to the Controller pursuant to Streets and Highways Code Section 2151 for the three most recent fiscal years before the passage of the Measure, where data is available. The average dollar amount will then be increased once every three years by the construction cost index of that third year. Penalty for noncompliance of meeting the minimum MOE is immediate loss of proportional amount of 2020 TEP funding from Modernize Local Roads and Improve Access to Job Centers and Housing and Measure J TEP funding from Local Streets Maintenance and Improvements funds until MOE compliance is achieved. The audit of the MOE contribution shall be at

least once every five years. Any agency found to be in noncompliance shall be subject to an annual audit for three years after they come back into compliance.

Any local jurisdiction wishing to adjust its MOE requirement shall submit a request for adjustment to the Authority and the necessary documentation to justify the adjustment. The Authority staff shall review the request and shall make a recommendation to the Authority Board. Taking into consideration the recommendation, the Authority Board may adjust the annual average of expenditures reported pursuant to Streets and Highways Code Section 2151. The Authority shall make an adjustment if one or more of the following conditions exists:

- a. The local jurisdiction has undertaken one or more major capital projects during those fiscal years that required accumulating unrestricted revenues (i.e., revenues that are not restricted for use on streets and highways, such as general funds) to support the project during one or more fiscal years.
- b. A source of unrestricted revenue used to support the major capital project or projects is no longer available to the local jurisdiction and the local jurisdiction lacks authority to continue the unrestricted funding source.
- c. One or more sources of unrestricted revenues that were available to the local jurisdiction is producing less than 95 percent of the amount produced in those fiscal years and the reduction is not caused by any discretionary action of the local jurisdiction.
- d. The local jurisdiction Pavement Condition Index (PCI) is 70 or greater, as calculated by the jurisdiction Pavement Management System and reported to the MTC, and the jurisdiction has implemented its synchronized signals plan, and its Complete Streets, Vision Zero, and Transit First policies.

11. Annual Budget and Strategic Delivery Plan

Each year, the Authority will adopt an annual budget that estimates expected sales tax receipts, other anticipated revenue, and planned expenditures for the year. On a periodic basis, the Authority will also prepare a Strategic Delivery Plan that will identify the priority for projects; the date for project implementation based on project readiness and availability of project funding; the state, federal, and other local funding committed for project implementation; and other relevant criteria.

The annual budget and Strategic Delivery Plan will be adopted by the Authority Board at a public meeting.

12. Requirements for Fund Recipients

All recipients of funds allocated in this TEP will be required to sign a Master Cooperative Agreement that defines reporting and accountability elements as well as other applicable policy requirements. All funds will be appropriated through an open and transparent public process.

13. Geographic and Social Equity

The proposed projects and programs to be funded through the TEP constitute a proportional distribution of funding allocations to each subregion in Contra Costa County. The subregional share of projected revenue is based on each subregion's share of the projected overall population in Contra Costa County at the midpoint of the measure. RTPCs must approve any revisions to the proportional distribution of funding allocations in the TEP and Strategic Delivery Plan.

The Authority commits that the TEP will deliver proportionally greater benefits to Communities of Concern (as defined by the Metropolitan Transportation Commission) and low-income residents.

Restrictions on Funds

14. Expenditure Shall Benefit Contra Costa County

Under no circumstance may the proceeds of this transportation sales tax be applied for any purpose other than for transportation improvements benefiting residents of Contra Costa County. Under no circumstance may these funds be appropriated by the State of California or any other local government agency as defined in the implementing guidelines.

15. Environmental Review

All projects funded by sales tax proceeds are subject to laws and regulations of federal, state, and local government, including the requirements of the California Environmental Quality Act (CEQA). Prior to approval or commencement of any project or program included in the TEP, all necessary environmental review required by CEQA shall be completed.

16. Performance-based Project Review

Before the allocation of any Measure funds for the construction of a project with an estimated cost in excess of \$10 million (or elements of a corridor project with an overall estimated cost in excess of \$10 million), the Authority will 1) verify that the project is consistent with the approved CTP, as it may be

amended, 2) verify that the project is included in the Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS), and 3) require the project sponsor to complete a performance-based review of project alternatives prior to the selection of a preferred alternative. Said performance-based review will include, but not necessarily be limited to, an analysis of the project impacts on greenhouse gas (GHG) emissions, vehicle-miles traveled (VMT), goods movement effectiveness, travel mode share, delay (by mode), safety, maintenance of the transportation system, impact on displacement, affordable housing, social equity, any other environmental effects, and consistency with adopted Authority plans. The Authority may require the evaluation of other performance criteria depending on the specific need and purpose of the project. The Authority will perform review and independent verification of performance-based review submitted by project sponsors.

The Authority is committed to meet the Governor's Executive Order B-16-2012 to reduce transportation-related GHG emissions to 80% below 1990 levels by 2050 and will establish overall VMT per capita and GHG goals countywide. The Authority will expect project sponsors to identify and select a project alternative that reduces GHG emissions as well as VMT per capita to meet the Authority's adopted countywide VMT and GHG goals. Limited exceptions will be identified and a process created to select a project alternative that does not decrease VMT and GHG sufficiently but has other substantial benefits. The Authority will require the project sponsors that select a project alternative that does not decrease VMT and GHG sufficiently to make findings for an exception and require participation in a VMT mitigation program to be developed by the Authority.

Funding for projects that do not decrease VMT and GHG sufficiently will not be allocated until the Authority develops a VMT mitigation program. The VMT mitigation program will define the limited exceptions, substantial benefits, and process to determine adequate findings for those exceptions. The purpose of the VMT Mitigation Program will be to fund projects and programs that reduce VMT, GHG emissions, and traffic congestion in Contra Costa County. The Authority will also prioritize and reward high performing projects by leveraging additional regional and other funding sources. The Authority shall employ a public process to develop and adopt detailed guidelines for evaluating project performance and applying performance criteria in the review and selection of a

preferred project alternative no later than October 1, 2022. The performance criteria will include measurable performance targets and be developed per Section 43.

There will be additional performance-based reviews for actions in five categories of expenditure: Improve Walking and Biking on Streets and Trails, Countywide Major Road Improvement Program, Reduce Emissions and Improve Air Quality, Seamless Connected Transportation Options, and Reduce and Reverse Commutes. The additional review guidelines are outlined in Sections 31-35 of these Implementing Guidelines.

17. Countywide Transportation Plan

State law allows each county in the San Francisco Bay Area that is subject to the jurisdiction of the regional transportation planning agency to prepare a CTP for the county and cities/towns within the county. Both Measure C and Measure J also require the Authority to prepare and periodically update a CTP for Contra Costa County. State law also created an interdependent relationship between the CTP and regional planning agency. Each CTP must consider the region's most recently adopted Regional Transportation Plan (RTP) and Sustainable Communities Strategy (SCS) while the adopted CTPs must form the "primary basis" for the next RTP and SCS. The Authority shall follow applicable statutes and the most current guidelines for preparing the CTP, as established and periodically updated by the regional transportation planning agency. The Authority shall also use the CTP to convey the Authority's investment priorities, consistent with the long-range vision of the RTP and SCS.

18. Complete Streets

The Authority has adopted a policy requiring all recipients of funding through this TEP to consider and accommodate, wherever possible, the needs of all users in the planning, design, construction, reconstruction, rehabilitation, and maintenance of the transportation system.

19. Road Traffic Safety

The Authority has adopted a policy requiring all recipients of funding through this TEP shall, wherever possible, systemically incorporate street design elements that quantifiably reduce the risk of traffic-related deaths and severe injuries in the public right-of-way and accommodate the needs of all users in the planning, design, construction, reconstruction, rehabilitation, and maintenance of the transportation system.

20. Compliance with the GMP

If the Authority determines that a jurisdiction does not comply with the requirements of the GMP, the Authority shall withhold funds and also make a finding that the jurisdiction shall not be eligible to receive 2020 TEP funding from Modernize Local Roads and Improve Access to Job Centers and Housing, Measure J TEP funding from Local Streets Maintenance & Improvements, and Measure J TLC funding until the Authority determines the jurisdiction has achieved compliance, as detailed in the GMP section of the TEP.

21. Local Contracting and Good Jobs

The purpose of the current section of the "Implementing Guidelines" portion of the Authority's Transportation Expenditure Plan (TEP) is to promote efficient and quality construction operations on the included projects, ensure an adequate supply of skilled craftspeople, provide a safe work place, ensure high quality construction, ensure uninterrupted construction projects, secure optimum productivity on schedule performance and Authority and citizen satisfaction, and increase access to quality jobs for Contra Costa residents.

The provisions and requirements found herein shall apply to each contractor and any subcontractors on projects approved by the TEP and administered by Authority.

Authority supports training and apprenticeship opportunities in the construction industry. As such, Authority requires apprentice labor enrolled in or graduated from joint labor-management apprenticeship programs on construction projects estimated to cost \$1 million or greater. Authority will develop guidelines modeled after the California Department of Transportation's (Caltrans') Standard Specifications applicable to training an apprentice for the benefit of residents of Contra Costa County. Contractors will be required to comply with the guidelines on construction projects estimated to cost \$1 million or greater.

All those employed on projects approved by the TEP and administered by Authority shall be classified and paid in accordance with the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations and comply with all applicable Labor Code provisions.

It is also the intent of Authority to create a policy that encourages contractors to hire residents of Contra Costa County and the other eight Bay Area counties.² Therefore, all Authority contracts in excess of \$1 million shall be subject to provisions pursuant to which the contractor is required to make a good faith effort to hire qualified individuals who are residents of Contra Costa County

or any of the other eight Bay Area counties in sufficient numbers so that no less than 40% of the contractor's total construction workforce, measured in labor work hours, is composed of residents of Contra Costa County or any of the other eight Bay Area counties. The contractor shall require all subcontractors to also make a good faith effort to hire qualified individuals who are residents of Contra Costa County and the other eight Bay Area counties.

The above provision will be implemented to the extent allowed by law and in compliance with funding agreements so as to not jeopardize any funding for the completion of the project.

²*San Mateo, San Francisco, Alameda, Solano, Napa, Sonoma, Santa Clara, and Marin*

22. New Agencies

New cities/towns or new entities (such as new transit agencies) that come into existence in Contra Costa County during the life of the TEP may be considered as eligible recipients of funds through a TEP amendment.

23. Integrated Transit Plan (ITP)

The Authority has adopted a Transit Policy that envisions a public transit system that provides convenient, safe, affordable, and reliable service that offers an attractive alternative to private automobile usage. All recipients of funding through this TEP shall consider and accommodate, wherever possible, the principles of Transit First in the planning, design, construction, reconstruction, rehabilitation, and maintenance of the transportation system. To achieve this vision, the Authority and transit operators will develop an ITP to identify how Contra Costa County transit operators can utilize TEP funding to better coordinate and integrate their services. This ITP will focus on delivering a streamlined and unified experience for the customer across all modes and transit operators. Allocations pursuant to this TEP will be made in support of the findings and recommendations included in the ITP.

All transit operators who receive funding from the TEP shall participate in the development of an ITP. Transit operators shall consult with the RTPCs in developing the ITP in cities, towns, and the County, as applicable, regarding TEP funding for signal synchronization, complete streets, and other investments that could benefit transit. Transit operators shall incorporate the findings and recommendations of the ITP into their respective Short-Range Transit Plans.

The Authority expects that transit operating funds from the Transportation Expenditure Plan be used to support transit service and the ITP. In the event that TEP funds must be used to subsidize existing services as a result of reduction of operating funds from other sources, or due

to other financial concerns, the transit operator shall update its Short-Range Transit Plan and submit it to the Authority.

24. Accessible Transportation for Seniors, Veterans, and People with Disabilities

An Accessible Transportation Strategic (ATS) Plan will be developed and periodically updated during the term of the Measure. No funding under the Accessible Transportation for Seniors, Veterans, and People with Disabilities category will be allocated until the ATS Plan has been developed and adopted. No funds may be distributed to a service provider until it adopts the plan, except as noted below. The development and delivery of the ATS Plan will establish a user-focused system with a seamless coordinated system using mobility management to ensure coordination and efficiencies in accessible service delivery. The ATS Plan will address and direct funding to both traditional and beyond traditional paratransit services. The ATS Plan will deliver a streamlined, affordable, and unified experience for the customer and address how accessible services are delivered by all service providers where appropriate coordination can improve transportation services, eliminate gaps in service, and find efficiencies in the service delivered. The ATS Plan will identify where coordination can improve transportation services, eliminate gaps in service, and find efficiencies in the service delivered. The ATS Plan will also determine the investments and oversight of the program funding and identify timing, projects, service delivery options, administrative structure, and fund leverage opportunities.

The ATS Plan will be developed by the Authority in consultation with direct users of service; stakeholders representing seniors and people with disabilities who face mobility barriers and nonprofit and publicly operated paratransit service providers. Public transit operators in Contra Costa must participate in the ATS planning process to be eligible to receive funding in this category. The ATS Plan must be adopted no later than December 31, 2020. The development of the ATS Plan will not affect the allocation of funds to current operators as prescribed in the existing Measure J Expenditure Plan.

25. Safe Transportation for Youth and Children

Prior to an allocation of funds from the Safe Transportation for Youth and Children category, the Authority will employ a public process to develop and adopt program guidelines and performance assessment procedures to maximize effectiveness.

The guidelines and performance assessment may require provisions, such as operational efficiencies, performance criteria, parent contributions, and reporting requirements. The guidelines will be developed in coordination with the RTPCs to develop a program that meets the needs within each subregion. Funding will be allocated to subregions and program funding will be subject to the publicized performance assessment conducted by the Authority (see item 16 in this policy section). The development of the program guidelines and performance assessment procedures will not affect the allocation of funds to current programs as described in the existing Measure J expenditure plan.

26. Enhance Ferry Service and Rail Connectivity in Contra Costa County

All projects funded in the Enhance Ferry Service and Commuter Rail in Contra Costa category will be evaluated by the Authority and demonstrate progress toward the Authority's goals of reducing VMT and GHG emissions. Selection of final projects to be based on a performance analysis of project alternatives consistent with Authority requirements. Proposed projects must be included in and conform with the ITP. Project sponsors requesting funding from this category will be required to prepare a feasibility and operations plan and submit it to the Authority to demonstrate that there is sufficient funding available to operate the proposed project and/or service.

27. BART Maintenance of Effort (MOE)

Prior to any appropriation, allocation, or reimbursement of funds to BART, the Authority Board shall make a finding that BART has continued to use a proportional share of its operating allocations for capital projects. BART's preliminary FY 2019 Budget forecasts approximately \$150 million of its operating allocations to capital projects. BART shall demonstrate that it continues to use an equivalent proportional share of its operating revenues for capital projects allowing for normal annual fluctuations in capital projects or maintenance expenditures. In years where BART fare revenues or other general fund revenues are reduced by a decrease in ridership or unforeseen economic circumstances, loss of regional, state, or federal funding, or where one-time costs are increased by a natural disaster, then the Authority may release funds only if the Authority Board makes findings that 1) BART has not reduced its capital project funding disproportionately to the total operating revenue and 2) BART made best efforts to fund capital projects that benefit Contra Costa County.

28. Cleaner, Safer BART

Prior to making an allocation of funds to BART for the Cleaner, Safer BART category, BART shall develop and submit a countywide plan to the Authority that proposes how these funds and other funds available to BART (including Measure RR, Regional Measure 3, and other funds) will be used as part of a systemwide effort to improve its stations to meet the goals described in the TEP. The funding from the Cleaner, Safer BART category will be used for improvements to stations in Contra Costa County and requires a minimum dollar-for-dollar match from other BART funds. The Plan should document how a systemwide program to improve BART stations benefits Contra Costa residents who travel outside the county. BART should consult with the Authority (in consultation with RTPCs) in the development of the countywide plan.

In the event BART completes the train control system and if BART has maintained the commitment to provide a minimum dollar-for-dollar match from other BART funds as describe above, the Authority (in consultation with RTPCs) and BART will jointly identify, and the Authority may allocate funds for the acquisition of additional new BART cars to increase frequency during periods of high demand. The allocation will be considered in conjunction with a periodic review of the TEP (see item 39 in this policy section) and available funding capacity in the TEP.

29. Improve Local Access to Highway 4 and Byron Airport

Prior to each allocation of funds from the Improve Local Access to Highway 4 and Byron Airport category, the Authority Board must make a finding that the project includes measures to prevent growth outside of the Urban Limit Lines (ULL). Such measures might include, but are not necessarily limited to, limits on roadway access in areas outside the ULL, purchase of abutters' rights of access, preservation of critical habitat and/or the permanent protection/acquisition of agricultural and open space, or performing conservation measures required to cover this project under the East Contra Costa County Habitat Conservation Plan/Natural Community Conservation Plan (HCP/NCCP). With the exception of the proposed new connection between Vasco Road and the Byron Highway, funding from this category shall not be used to construct new roadways on new alignments. The Authority will coordinate with Alameda and/or San Joaquin Counties relative to project improvements in those jurisdictions.

30. Modernize Local Roads and Improve Access to Jobs Centers and Housing

Each jurisdiction in Contra Costa County will receive their share of 15.2% of annual sales tax revenues, calculated using a base allocation of \$100,000 per year plus additional funds distributed based half on relative population and half on road miles within each jurisdiction. In addition, jurisdictions in Central, East, and Southwest Contra Costa will receive their share of an additional allocation of 2.2% of annual sales tax revenue calculated using the same formula. This is equivalent to 18% of the sales tax revenues for the Central, East, and Southwest parts of the county for improvements under this category. Population figures used shall be the most current available from the State Department of Finance. Road mileage shall be from the most current information included in the Highway Performance Monitoring System (HPMS). Jurisdictions shall comply with the Authority's Maintenance of Effort (MOE) policy as well as Implementation Guidelines of this TEP. In addition to the requirements set forth in the Growth Management Program Urban Limit Line Compliance policies and other applicable policies, local jurisdictions will report on the use of these funds, such as the amount spent on roadway maintenance, bicycle and pedestrian facilities, transit facilities, and other roadway improvements, and benefits to social equity and Communities of Concern (as defined by the Metropolitan Transportation Commission) in their jurisdictions. A minimum of 15% of all local street funding be spent on project elements directly benefiting bicyclists and pedestrians.

31. Countywide Major Roads Improvement Program

Prior to an allocation of funds from the Improve Traffic Flow on Major Roads category, the Authority will develop a new countywide Major Roads Improvement Program to address congestion relief on major roads within each subregion. The program guidelines will include information regarding how to evaluate the range of possible components. Implementation guidelines and standards will be developed in coordination with the RTPCs and will be approved by the Authority Board. Project funding is subject to a performance assessment conducted by the Authority using approved and publicized guidelines. Funding will be allocated to subregions. If projects proposed by an RTPC do not meet performance standards, the project will either be modified or withdrawn in favor of another project from the same region. Funds in this category may be used for arterial refurbishment/redesign for Transit First and Complete Streets. Projects funded from the Improve

Traffic Flow on Major Roads category must conform to the Transit, Complete Streets, Road Traffic Safety, and other related policies.

32. Improve Walking and Biking on Streets and Trails

Prior to an allocation of funds from the Improve Walking and Biking on Streets and Trails category, the Authority will develop and adopt program guidelines and standards for a competitive project-selection process. All projects will be selected through a competitive project-selection process with the Authority approving the final program of projects, allowing for a comprehensive countywide approach while recognizing subregional equity based upon the proportional funding share shown in the TEP. Project funding is subject to a performance assessment conducted by the Authority using approved and publicized guidelines. Projects funded from this category must comply with the Transit, Road Traffic Safety, and Complete Streets Policies and include complete street elements whenever possible.

Up to \$15 million within each subregion for a total of \$60 million will be allocated to Complete Street demonstration projects. Each demonstration project will be recommended by the relevant Regional Transportation Planning Committees and approved by the Authority prior to allocation of funds to demonstrate the successful implementation of Complete Streets projects no later than July 1, 2024. Each demonstration project will be required to strongly pursue the use of separated bike lane facilities to be considered for funding. The purpose of these demonstration projects is to create examples of successful complete street projects in multiple situations throughout the County.

Approximately one fifth of the funding is to be allocated to the East Bay Regional Park District (EBRPD) for the development, rehabilitation, and maintenance of paved regional trails. EBRPD is to spend its allocation proportionally in each subregion, subject to the review and approval of the conceptual planning/design phase by the applicable subregional committee, prior to funding allocation by the Authority. The Authority, in conjunction with EBRPD, will develop a maintenance-of-effort requirement for funds under this component of the funding category.

33. Reduce Emissions and Improve Air Quality

Prior to an allocation of funds from the Reduce Emissions and Improve Air Quality category, the Authority will develop and adopt program guidelines and standards for a competitive project-selection

process. All projects will be selected through a competitive project-selection process with the Authority approving the final program of projects, allowing for a comprehensive countywide approach while recognizing subregional equity based upon the proportional funding share shown in the TEP. Project funding is subject to a performance assessment conducted by the Authority using approved and publicized guidelines. Projects funded from this category must comply with the Transit, Complete Streets, Road Traffic Safety, and other related policies.

34. Seamless Connected Transportation Options

Prior to an allocation of funds from the Seamless Connected Transportation Options category, the Authority will develop and adopt program guidelines and standards for a competitive project-selection process. All projects will be selected through a competitive project-selection process, with the Authority approving the final program of projects, and allowing for a comprehensive countywide approach while recognizing subregional equity based upon the proportional funding share shown in the TEP. Project funding is subject to a performance assessment conducted by the Authority using approved and publicized guidelines. Projects funded from this category must comply with the Transit, Complete Streets, Road Traffic Safety and other related policies.

35. Reduce and Reverse Commutes

Prior to an allocation of funds from the Reduce and Reverse Commutes category, the Authority will develop and adopt program guidelines and standards for a competitive project-selection process. All projects will be selected through a competitive project-selection process with the Authority approving the final program of projects, allowing for a comprehensive countywide approach while recognizing subregional equity based upon the proportional funding share shown in the TEP. Project funding is subject to a performance assessment conducted by Authority using approved and publicized guidelines. Projects funded from this category must comply with the Transit, Complete Streets, Road Traffic Safety, and other related policies.

Project Financing Guidelines and Managing Revenue

36. Fiduciary Duty

Funds may be accumulated for larger or longer-term projects. Interest income generated will be used for the purposes outlined in the TEP and will be subject to audits.

37. Project and Program Financing

The Authority has the jurisdiction to bond for the purposes of expediting the delivery of transportation projects and programs. The Authority will develop a policy to identify financing procedures for the entire plan of projects and programs.

38. Strategic Delivery Plan

On a periodic basis, the Authority will develop a Strategic Delivery Plan to distribute revenue from the Measure to TEP projects and programs. The Strategic Delivery Plan will allocate Measure funds as a firm commitment and will consider the amount of Measure funds and additional leveraged funds available to the project or program, expected cost and cash-flow needs, and project or program delivery schedule in allocating Measure funds. Recipients of Measure funds may seek an allocation for projects and programs included in the Strategic Delivery Plan.

39. Periodic Review of the 2020 Transportation Expenditure Plan (TEP)

The Authority may review the TEP to consider updating the financial forecast due to changing economic conditions and adjust funding, if necessary, due to revenue shortfalls. The project and program categories may need to be adjusted based on progress made in meeting the commitments and goals of the TEP. The review may determine that increased revenues be invested in projects and programs deemed by the Authority to address transportation needs that will best serve the residents of Contra Costa County. The review will provide the opportunity to adjust the TEP to adapt to the current state of transportation, leverage new funding opportunities, reflect changed conditions, adhere to state and federal requirements, track performance towards commitments and goals of the TEP, and to capture new opportunities that are becoming better defined. The Authority will review the TEP at a minimum of every ten years.

The Authority may review the performance of the TEP and progress towards meeting state transportation mandates for reduction in vehicle-miles traveled (VMT) per capita and greenhouse gas (GHG) emissions. Depending on progress, the Authority may adjust and

approve new goals in the TEP with explicit findings, justification, and approach to meeting goals for State transportation mandates to reduce VMT per capita and GHG emissions.

Any amendments to the TEP must comply with the policy for Expenditure Plan Amendments Require Majority Support and the following related policies.

40. Programming of Excess Funds

Actual revenues may, at times be higher or lower than expected in this TEP due to changes in receipts. Additional funds may become available due to the increased opportunities for leveraging or project costs being less than expected. Revenue may be higher or lower than expected as the economy fluctuates. Determination of when the additional funds become excess will be established by a policy defined by the Authority. Funds considered excess will be prioritized first to the TEP projects and programs that are not fully funded and second to other projects deemed by the Authority to best serve the residents of Contra Costa County. Any new project or program will be required to be amended into the TEP pursuant to the Expenditure Plan Amendments Require Majority Support section above.

41. Reprogramming Funds

Through the course of the Measure, if any TEP project becomes undeliverable, infeasible, or unfundable due to circumstances unforeseen at the time the TEP was created, funding for that project will be reallocated to another project or program. The subregion where the project or program was located may request that the Authority reassign funds to another project category in the same subregion. In the allocation of the released funds, the Authority, in consultation with the subregion's RTPC, will consider:

- a. A project or program of the same travel mode (i.e., transit, bicycle/pedestrian, or road) in the same subregion
- b. A project or program for other modes of travel in the same subregion
- c. Other TEP projects or programs
- d. Other projects deemed by the Authority to best serve the residents of Contra Costa County

The new project, program, or funding level may require amending the TEP pursuant to the Expenditure Plan Amendments section above.

Funds may require reallocation to meet state transportation policy for vehicle-miles traveled per capita and greenhouse gas emissions.

42. Leveraging Funds

Project proponents, including the Authority, are expected to apply for all available funds from other sources to maximize the leveraging of TEP funds. To the extent matching funds from the TEP are needed to complete a project or a phase of project, the Authority will approve funding from the applicable funding category in the TEP where the project is eligible for funding. If the project is determined not to be eligible for funding under any of the categories in the TEP, the Authority, in consultation with the respective RTPC, may approve matching funds from the Reduce and Reverse Commutes category. The Authority may utilize funding from the Transportation Planning, Facilities, and Services category, as needed, to attract other fund sources.

43. Development of Guidelines for Performance-Based Projects Review and Programs

The TEP requires development of procedures and guidelines to ensure the goals of the TEP are attained. To ensure high quality of the resulting guidelines and substantial public participation, the following procedures shall be used unless specifically replaced by the Authority.

a. **Scope.** The Authority will adopt the following implementation guidelines and procedures described in the TEP, herein referenced as Guidelines.

1. Performance-Based Project Review
2. Countywide Major Road Improvement Program
3. Safe Transportation for Youth and Children
4. Improve Walking and Biking on Streets and Trails
5. Reduce Emissions and Improve Air Quality
6. Seamless Connected Transportation Options
7. Reduce and Reverse Commutes
8. Integrated Transit Plan
9. Vehicle-Miles Traveled Mitigation Program

The Guidelines shall adhere to the following parameters:

1. Implement the overall guiding principles, goals, and policies of the TEP and the applicable funding category efficiently and effectively
 2. Utilize other regulations and reporting requirements for funding recipients as possible to avoid additional work
 3. Increase public confidence regarding the Authority and its actions
 4. Shall be written concisely in plain language
- b. **Schedule.** Before December 31, 2020, the Authority shall publish a public outreach and engagement process and a schedule for developing the Guidelines. Individuals and organizations shall be able to register their interest in development of the Guidelines and shall subsequently receive advance notification from the Authority of the steps described below and encouragement to participate.
- c. **Public Review.** Using a structured public-engagement process, the Authority will publish the draft Guidelines for public comment and questions from residents, agencies, and interested parties. Cities/towns and Regional Transportation Planning Committees (RTPCs) may provide input and feedback on draft Guidelines. The public comment period will be at least 45 days. Public Meetings will be held to receive any input and requested modifications from the public.
- d. **Public Oversight Committee (POC).** The POC shall be convened and tasked with reviewing comments received during the public review period. The POC will provide input and recommendations regarding the Guidelines for consideration by the Authority.
- e. **Approval.** The Authority shall discuss POC recommendations, public comments, requested modifications, or additional criteria at a public meeting. The Guidelines shall be approved by a supermajority (66%) vote of the Authority Board and published on the Authority's website. The Authority will send notices to all interested parties. The Guidelines shall be reviewed and approved by the Authority every five years if needed to achieve the goals of the Plan, with input and recommendations from the POC and other interested parties.

Road Traffic Safety Policy

VISION

In this Plan, the **Road Traffic Safety policy is intended to eliminate traffic-related deaths and severe injuries** within Contra Costa County by prioritizing a systemwide safety approach to transportation planning and design. Principally, the Road Traffic Safety policy treats personal mobility and accessibility as a fundamental activity of the general public to attend school, conduct business, and visit friends and family, free from the risk of physical harm due to traffic. This policy applies to all transportation system users, including pedestrians, bicyclists, transit riders, micromobility users, automobile drivers, taxis, ride-hailing services and their passengers, truckers, and people of varying abilities, including children, seniors, and people with disabilities. Implementation of the Road Traffic Safety policy is intended to reduce societal costs due to loss of life and injury, lessen congestion stemming from nonrecurring traffic collisions and incidents, and generally enhance the quality of life in Contra Costa.

POLICY

Achieving this vision will require shifting the paradigm of traditional transportation planning and engineering by following the principle of "Vision Zero," which is an internationally recognized approach to proactively preserving life safety in transportation planning and engineering decision making. All recipients of funding through this Plan shall systemically incorporate street design elements that quantifiably reduce the risk of traffic-related deaths and severe injuries in the public right-of-way and accommodate the needs of all users in the planning, design, construction, reconstruction, rehabilitation, operations, and maintenance of the transportation system.

In consultation with local jurisdictions, the RTPCs, and the public, the Authority shall develop and adopt a Model Vision Zero Policy that reflects best practices for street design elements and programs to mitigate human error and quantifiably improve the traffic safety of all users in the planning, design, and construction of projects funded with Measure funds. Key design elements of the

Model Vision Zero Policy shall be incorporated into the Authority's project development guidelines as appropriate. To be eligible to receive Measure funds, local jurisdictions must adopt a Vision Zero Policy that substantially complies with the Authority's Model Vision Zero Policy. Jurisdictions that adopt a Vision Zero Policy prior to the Authority's adoption of the model Vision Zero Policy may be considered compliant with the Growth Management Program compliance requirements if the adopted policy substantially complies with the Authority's Model policy.

To ensure consistency with the Road Traffic Safety Policy vision, the Authority shall coordinate periodic traffic system and project monitoring with local jurisdictions and the RTPCs and utilize data collected over time to evaluate the effects of Vision Zero implementation on public health and safety. Emphasis shall be placed on proactive deployment of next-generation technology, such as advanced detection systems at major intersections and corridors identified in regional and local plans as having high collision density. Funding for this level of effort shall be made available to local jurisdictions and RTPCs through the Countywide Major Road Improvement Program and funding from the Improve Traffic Flow on Major Roads.

Developed by the Contra Costa Transportation Authority Board
in partnership with the communities it serves.

Janet Abelson

Council Member, City of El Cerrito

Debra Allen (Ex Officio)

Director, BART Board of Directors

Newell Arnerich

Council Member, Town of Danville

Tom Butt

Mayor, City of Richmond

Teresa Geringer

Council Member, City of Lafayette

Federal Glover

Board of Supervisors, Contra Costa County D5

Loella Haskew

Mayor Pro Tem, City of Walnut Creek

Dave Hudson

Council Member, City of San Ramon

Karen Mitchoff

Board of Supervisors, Contra Costa County D4

Julie Pierce (Vice Chair)

Vice Mayor, City of Clayton

Kevin Romick

Council Member, City of Oakley

Robert Taylor (Chair)

Mayor, City of Brentwood

Monica Wilson (Ex Officio)

Council Member, City of Antioch

Amy Worth (Ex Officio)

Council Member, City of Orinda





CONTRA COSTA
transportation
authority

2999 Oak Road, #100
Walnut Creek, CA 94597
(925) 256.4700
ccta.net

CONTRA COSTA TRANSPORTATION AUTHORITY
2999 OAK ROAD, SUITE 100, WALNUT CREEK, CA 94597
(925) 256-4700 FAX (925) 256-4701
WWW.CCTA.NET

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EXHIBIT 2

2020 TRANSPORTATION EXPENDITURE PLAN SUMMARY BY SUBREGION

[Attached behind this page]

2020 Transportation Expenditure Plan Funding Summary

Funding Category	\$ millions	%	Distribution of Funding by Subregion			
			Central (a)	Southwest (b)	West (c)	East (d)
RELIEVING CONGESTION ON HIGHWAYS, INTERCHANGES, AND MAJOR ROADS	1484	41.1%				
Improve State Route 242 (SR-242), Highway 4, Transit and eBART Corridor	705	19.5%				
Relieve Congestion and Improve Access to Jobs along Highway 4 and SR-242	200	5.5%	154			46
Improve Local Access to Highway 4 and Byron Airport	150	4.2%				150
East County Transit Extension to Brentwood and Connectivity to Transit, Rail, and Parking	100	2.8%				100
Improve Traffic Flow on Major Roads in East County	107	3.0%				107
Enhance Ferry Service and Commuter Rail in East and Central County	50	1.4%	30			20
Improve Transit Reliability along SR-242, State Route 4 and Vasco Road	50	1.4%	12			38
Additional eBART Train Cars	28	0.8%				28
Seamless Connected Transportation Options	20	0.6%	8			12
Modernize Interstate 680 (I-680), Highway 24, Transit, and BART Corridor	536	14.9%				
Relieve Congestion, Ease Bottlenecks, and Improve Local Access along the I-680 Corridor	200	5.5%	105	95		
Improve Traffic Flow on Major Roads in the Central County and Lamorinda	145	4.0%	129	16		
Improve Transit Reliability along the I-680 and Highway 24 Corridors	50	1.4%	25	25		
Provide Greater Access to BART Stations along I-680 and Highway 24	49	1.4%	30	19		
Improve Traffic Flow on Highway 24 and Modernize the Old Bores of Caldecott Tunnel	35	1.0%	3	33		
Improve Traffic Flow on Major Roads in San Ramon Valley	32	0.9%		32		
Seamless Connected Transportation Options	25	0.7%	17	8		
Enhance Interstate 80 (I-80), Interstate 580 (I-580), Richmond - San Rafael Bridge, Transit and BART Corridor	243	6.7%				
Improve Transit Reliability along the I-80 Corridor	90	2.5%			90	
Relieve Congestion and Improve Local Access along the I-80 Corridor	57	1.6%			57	
Improve Traffic Flow on Major Roads in West County	38	1.1%			38	
Enhance Ferry Service and Commuter Rail in West County	34	0.9%			34	
Improve Traffic Flow and Local Access to Richmond-San Rafael Bridge along I-580 and Richmond Parkway	19	0.5%			19	
Seamless Connected Transportation Options	5	0.1%			5	
IMPROVING TRANSIT AND TRANSPORTATION COUNTYWIDE IN ALL OUR COMMUNITIES	1980	54.9%				
Modernize Local Roads and Improve Access to Job Centers and Housing	628	17.4%	184	144	119	182
Provide Convenient and Reliable Transit Services in Central, East and Southwest Contra Costa	392	10.9%	162	120		110
Increase Bus Services and Reliability in West Contra Costa	250	6.9%			250	
Improve Walking and Biking on Streets and Trails	215	6.0%	53	54	51	57
Accessible Transportation for Seniors, Veterans, and People with Disabilities	180	5.0%	47	30	48	56
Cleaner, Safer BART	120	3.3%	30	19	43	28
Safe Transportation for Youth and Students	104	2.9%	16	38	33	17
Reduce and Reverse Commutes	54	1.5%	16	10	13	15
Reduce Emissions and Improve Air Quality	37	1.0%	11	7	9	10
Subtotal	3464					
Transportation Planning, Facilities & Services	108	3.0%	32	20	25	31
Administration	36	1.0%	11	7	8	10
Total	3608	100.0%	1075	675	841	1018
Population Based Share	3608		1075	675	841	1018
Population Share (2037 Estimate) of Total			29.8%	18.7%	23.3%	28.2%

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Contra Costa Transportation Authority *STAFF REPORT*

Meeting Date: October 30, 2019

Subject	Approve Ordinance 19-02 Adopting the 2020 Transportation Expenditure Plan (TEP)
Summary of Issues	<p>Beginning in early 2019, the Contra Costa Transportation Authority (Authority) has undertaken actions necessary to consider placing a measure on the March 2020 election ballot, which would establish a new one-half of one cent transactions and use tax (aka sales tax) for transportation purposes to meet the growing needs of Contra Costa County. Placing a new transportation sales tax on the ballot requires preparation and adoption of a TEP documenting the use of the revenues expected to be derived from the sales tax. The Authority approved the final language for the Draft TEP on August 28, 2019 and released the TEP for approval by City/Town Councils and the Contra Costa County Board of Supervisors. The TEP was approved by all City/Town Councils and the Contra Costa County Board of Supervisors.</p> <p>Staff has worked with the Authority's legal counsel to develop the attached Ordinance 19-02 as consideration of adopting the TEP.</p>
Recommendations	<p>Staff seeks Authority Board approval to adopt Ordinance 19-02, which will approve the 2020 TEP, pursuant to a finding that the adoption of the ordinance is not a project or, alternatively, is exempt from environmental review under the California Environmental Quality Act of 1970 (CEQA).</p>
Financial Implications	<p>The proposed TEP would, if approved by the voters, generate \$3.608 billion (current dollars) in sales tax revenues over 35 years to improve the transportation system in Contra Costa County.</p>
Options	<p>The Authority Board can elect to not adopt the TEP, which would effectively end efforts to seek a new transportation sales tax measure on the March 2020 ballot.</p>
Attachments	<p>A. Ordinance 19-02</p>

Changes from Committee	N/A
------------------------	-----

Background

Since 1989, the Authority has administered sales tax revenues collected through voter-approved transportation sales tax measures, specifically Measures C and J. Measure C, passed in 1988, created a half-cent sales tax for 20 years, which expired in 2009. In 2004, Contra Costa County voters approved Measure J, with a 71.1 percent vote, to continue the half-cent transportation sales tax for an additional 25 years beyond the Measure C 2009 expiration date. Together, the two measures fund \$1.4 billion to capital projects and will attract \$4.1 billion of additional federal, state, and regional funds providing a total investment of \$5.5 billion in vital transportation investments in Contra Costa County. These previous measures also established the Growth Management Program (GMP), the principles for agreement of an Urban Limit Line (ULL), and other policies.

The Authority, as Contra Costa County's Congestion Management Agency (CMA), updates the Countywide Transportation Plan (CTP) on a periodic basis. The CTP identified goals for bringing together all modes of travel, networks and operators to meet the diverse transportation needs of Contra Costa County, and highlights priority programs and projects to meet these needs. The cost for the projects identified in the 2017 CTP totals \$11.6 billion with available funding from approved local, federal, state and regional sources projected to be \$3.6 billion, resulting in an \$8 billion shortfall for projects. State and federal transportation programs no longer contain reliable funding that addresses multimodal needs.

To continue to implement a robust program to improve the transportation network in Contra Costa County, and to enhance or add new services, additional new revenue is required. Placing a new transportation sales tax measure on the ballot requires preparation and adoption of a TEP to document the planned use of the revenues expected to be derived from the sales tax. In early 2019, the Authority began discussions on the development and approval of a new TEP and an associated countywide transportation sales tax measure as a potential method to begin to address the funding gap.

The Authority conducted outreach with the public and worked with the Cities/Towns, Regional Transportation Planning Committees (RTPCs), and other stakeholders to develop the proposed TEP. The Authority Board approved the Draft TEP on August 28, 2019 and released it for

approval by City/Town Councils and the Contra Costa County Board of Supervisors. The TEP was approved by all nineteen City/Town Councils and the Contra Costa County Board of Supervisors.

Staff has worked with the Authority's legal counsel to develop the attached Ordinance 19-02 for consideration of adopting the TEP. The ordinance also makes a finding with respect to compliance of the TEP with CEQA.



Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: November 12, 2019

Subject: FIX the proposed revision rental documents for use of the Lefty Gomez Community Center, Rodeo area.

RECOMMENDATION(S):

FIX December 17, 2019, at 9:30 a.m., as the date and time for a hearing to consider adopting Resolution No. 2019/637 to approve increases in rental fees effective December 18, 2019, revised rental agreement documents, and new insurance requirements for the Lefty Gomez Community Center, as recommended by the Public Works Director, Rodeo area. (District V)

DIRECT the Clerk of the Board of Supervisors to cause a notice of public hearing to be published in accordance with Government Code Sections 6062a and 66018.

FISCAL IMPACT:

100% County Service Area (CSA) R-10 Funds.

BACKGROUND:

Staff analyzed costs

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

Action of Board On: **11/12/2019** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: November 12, 2019

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

By: Stacey M. Boyd, Deputy

Contact: Carl Roner -
(925)313-2213

BACKGROUND: (CONT'D)

related to use of the Lefty Gomez Community Center facilities and found that the costs for the rental of the restrooms, the ballfield, and security guard rates have not kept up with current maintenance and energy costs.

Staff anticipates that improvements for greater accessibility and deferred maintenance expenses will exceed revenues. Accessibility expenses include Americans with Disabilities Act (ADA) improvements to make the parking lot accessible, including the addition of ADA parking stalls, striping and signage. Deferred maintenance expenses include interior painting, floor covering, and chair and table replacements to maintain an acceptable appearance for rental of the Center. The kitchen appliances have been repeatedly repaired and require replacement. Roof repairs and exterior painting are also needed.

In October 2003, the Board approved fee increases and revisions to the Rules and Regulations for use of the Lefty Gomez Community Center. There have been no fee increases during the past 16 years. Staff surveyed other community centers and learned that the Lefty Gomez Community Center's current hourly rental fees are consistent, and in some cases lower than those charged by other facilities for similar services and capacity. Staff recommends that the Board of Supervisors hold a hearing to consider approving the increase in rental fees, effective December 18, 2019, (Attachment 2) for restrooms, the ballfield, and security guard rates to enable staff to adequately maintain the facilities.

Staff also recommends that the Board approve changes to the Community Center Rules and Regulations in order to limit the County's liability exposure and to protect the facilities from damage. Rules and regulations changes include; a requirement that renters obtain a food permit from the County Environmental Health Division of the County Health Services Department when selling or serving food to the general public; a requirement that renters obtain a license from the California Department of Alcoholic Beverage Control (ABC) when a renter intends to sell alcohol; all renters obtain insurance with coverage of \$1,000,000; and a specific prohibition against the use of inflatable jumpers.

CONSEQUENCE OF NEGATIVE ACTION:

If the hearing is not held, the Board of Supervisors will not be able to consider increases in the community center rental fees. Rental Revenue at the current rates make it difficult for County Service Area R-10 to generate enough revenue to pay for maintenance of the Lefty Gomez Community Center restrooms and the ballfield. Increased rental fees will help provide the revenue needed to make necessary improvements, adequately maintain the rental facilities, and support staffing a Facility Coordinator at the site.

ATTACHMENTS

Attachment 1 - Proposed Rules & Regulations

Attachment 2 - Proposed Rate Increase

Attachment 3 - Proposed Insurance Requirements

Contra Costa County
Community Center
Rules and Regulations

Effective Date:

Thank you for selecting a Contra Costa Recreational Facility to host your event. Please review all rental documents carefully to better understand your rental requirements. The renter is solely responsible for ensuring that the renter and the renter's guests comply with all of the following rules and regulations throughout the rental period.

FACILITY RENTAL OCCUPANCY

The maximum occupancy for Montarabay Community Center is 112 people, and the maximum occupancy for Lefty Gomez Community Center is 60 people.

GENERAL REGULATIONS

1. A renter may use only those facilities or equipment specifically designated on the "Application for Use."
2. The renter shall procure, at the renter's own cost and expense, all permits and licenses required for the intended use or activity.
3. If Contra Costa County staff or law enforcement determine that any person or persons are engaging in any activity that constitutes a public nuisance or criminal activity, County staff or law enforcement, at their discretion, may require the person or persons to leave, immediately cancel the renter's event, and/or require the renter to forfeit all fees and security and cleaning deposits. The Contra Costa County Sheriff's Office may be contacted to support patron ejection and document any such nuisance or criminal activity.
4. Contra Costa County personnel shall have the right to enter the facility at all times during the rental period.
5. The renter will be held responsible for any loss or damage caused by the renter's guests or anyone performing any services at the facility at the renter's direction.
6. Community Center staff are not responsible for setting up and/or taking down the tables and chairs. This is the responsibility of the renter and must be completed during the rental period.
7. The renter shall ensure that all deliveries are scheduled during the rental period.
8. The renter shall ensure that no vehicles are driven or parked on the patio, walkways, or sidewalks.
9. The volume of sound audible outside the facility must not interfere with the public's right to the quiet enjoyment of the surrounding area.

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- a. Music that is not amplified may be played outdoors at the facility.
 - b. Amplified music may be played indoors only.
 - c. Any violation of this Section 9 may result in immediate termination of the event and forfeiture of all fees and security and cleaning.
10. The renter must notify the County at least one business day before the start of a rental period of any changes to the rental period (i.e., rental period beginning and/or ending times) and any changes to the intended use of the facility during the rental period. Changes are subject to staff availability and subject to additional charges.
 11. If Community Center staff determine that the renter has misrepresented information on the rental application, Community Center staff, at their discretion, may immediately terminate the event, which will result in forfeiture of the renter's fees and security and cleaning deposits. Misrepresentation includes, but is not limited to: 1) misrepresenting the type of activity; 2) misrepresenting residency of the renter; 3) exceeding the capacity of the facility; 4) misrepresenting if alcohol will be served or sold; and 5) misrepresenting the number and/or age group of the renter's guests
 12. The Public Works Director, or designee, will determine whether the renter will need to retain security guards for the duration of the renter's event. This decision is based on the type of event and the number of participants in attendance. If a renter is required to have security guards on duty during an event, security guards will be hired by the Community Center Facility Coordinator. The renter must include with their deposit an amount sufficient to cover the Community Center Facility Coordinator's estimate of the costs for security guards, If the actual costs for security guards exceeds the estimated amount, the difference will be deducted from the security and cleaning deposits, and any amount that exceed those deposits will be charged to the renter. The Community Center Facility Coordinator or security officers may request the assistance of the Contra Costa County Sheriff's Office at any time to prevent abuse of privileges and to enforce the Rules and Regulations. Staff, security officers, or Sheriff's officers may terminate any activity that poses a threat to the safety of the participants, staff, security officers, the facility, or the public. If the Sheriff's Office is called by Community Center Facility Coordinator or security, the event will be cancelled and the all fees and security and cleaning deposits will be forfeited. The renter shall be responsible for paying all response costs charged by the Sheriff's Office

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13. The security deposit may be composed of the cleaning/damage deposit, noise deposit, and alcohol deposit.

RULES REGARDING THE USE OF THE FACILITY

The consumption of alcoholic beverages is not allowed anywhere outside of the facility.

1. Smoking is prohibited both indoors and outdoors at County facilities and parks. This includes traditional cigarettes, e-cigarettes/vaping and marijuana use.
2. Rice, confetti or similar materials are not allowed inside or outside the facility. A violation of this rule will result in a \$25 penalty.
3. Masking tape and scotch tape are the only adhesives allowed to be used to secure decorations. The renter is responsible for removing all tape before the end of the rental period.
4. Adhesive, nails screws, tacks, staples and other similar materials are not permitted to be used in the facility. All materials used to decorate the facility must be fire retardant. Exits, emergency exit signs, fire extinguishers, fire extinguisher and equipment cabinets, smoke detectors, and fire sprinklers must not be covered or obstructed. All decorations must be removed from the site before the end of the rental.
5. No equipment may be removed from the facility without prior approval of the Community Center staff.
6. Only Community Center staff are authorized to operate the heating system. There is no air conditioning system. Please plan accordingly.
7. Any equipment or furnishings moved during the rental period must be returned to the original positions and locations.
8. The facility must be left in a clean and orderly condition, in accordance with the Community Center Cleaning Guidelines. You will be given a copy of the Community Center Cleaning Guidelines when you reserve the facility. Your signature on the "Application for Use" indicates that you have read and agree to comply with the Community Center Cleaning Guidelines.
9. Additional charges may be assessed against the renter resulting from the use of the facility beyond the time specified, damage to the facility, or additional services in the nature of janitorial or maintenance work which may be required due to the use of the facility. The determination of the assessment of the additional charges will be at the sole discretion of the Community Center Facility Coordinator.
10. The renter of the facility will be held responsible for any loss or damage to the property caused during the rental period. The renter is required to pay the cost of repairing or replacing the damaged or lost property, in accordance with the Cleaning Guidelines.
11. The kitchen is not equipped with dishes or utensils.

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12. The use of helium filled balloons is allowed. However, should any remaining balloons cause the facility's alarm system to be triggered after the event, a \$50 false alarm charge will be deducted from the security deposit.
13. Inflatable jumpers or bounce houses are not permitted.

YOUTH GROUPS

1. Groups composed of minors (persons 18 years or younger) must be supervised by one (1) adult (25 years of age or older) for each ten (10) minor children, and at least one adult (25 years of age or older) must be present at all times while minors are using the facility.
2. The "Application for Use" must be completed by the adult parent supervising the rental, who shall be the "renter" for the purposes of the rental and these rules and regulations. The names and telephone numbers of all adults supervising children must be submitted to the Community Center Facility Coordinator no later than fourteen (14) days prior to the start of the rental period.
3. Failure to submit names and telephones numbers 14 days prior to the use of the facility may result in cancellation of the rental and forfeiture of all fees and deposits.
4. Persons under the age of 21 are not allowed to consume alcoholic beverages at any time.
5. Failure of the renter to be present, or for one adult (persons 25 years of age or older) for every 10 children to be present (with a minimum of one adult present), at all times during the rental period shall, at the sole discretion of the Community Center Facility Coordinator, result in immediate termination of the rental and forfeiture of all fees and deposits.

LIABILITY INSURANCE

A renter is required to comply with the "Liability Insurance Requirements for Facility Rentals" included as a part of the "Application for Use."

CERTIFICATION, INDEMNIFICATION & RELEASE

The renter's signature on the "Community Center Application for Use" certifies all of the following: (1) that the renter has received and read these "Community Center Rules and Regulations," the "Community Center Rental Rates, Permits, and Insurance Requirements," the "Community Center Renter Cleaning Guidelines, and the "Liability Insurance Requirements for Facility Rentals" (the "Rental Documents"); (2) that the renter agree to be solely responsible for ensuring that the facilities and surrounding property are used in accordance with the requirements included in the Rental Documents; and (3) that, if there are any minors present during the rental period, the renter will be fully responsible for them throughout the rental period.

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The renter's signature on the "Community Center Application for Use" also constitutes the renter's agreement to the following indemnification requirement:

Effective upon the Contra Costa County's approval of renter's "Application for Use," and in consideration for that approval, renter hereby agrees to defend, indemnify and hold harmless Contra Costa County, its officers, officials, employees, agents, volunteers, successors, and assigns ("Indemnitees") from and against any and all claims, suits, actions, damages and causes of action, including for any personal injury, bodily injury, loss of life, damage to any property, violation of any federal, state or local law or ordinance and for costs, attorney's fees, or any other liability whatsoever directly or indirectly arising out of or resulting in any way from the occupancy or use of the facility by the renter and/or the renter's invitees, officers, officials, employees, volunteers, contractors and/or subcontractors except as may arise from the sole and active negligence of any of the Indemnitees. If the renter is acting on behalf of an organization, corporation, limited liability company, or partnership, the renter's signature on the "Community Center Application for Use" certifies that the renter is authorized to act on behalf of that entity and bind the entity to the terms of the "Community Center Application for Use." The requirements in this paragraph shall survive the rental period.

The renter's signature on the "Community Center Application for Use" also constitutes the renter's agreement to the following release from liability:

Effective upon Contra Costa County's approval of renter's "Community Center Application for Use," and in consideration for that approval, the renter hereby releases and discharges the Indemnitees from any and all claims, demands, causes of action, obligations, damages, and liabilities, which the renter now has or could assert in any manner related to or arising from the condition of the facility or the property surrounding the facility, the suitability of the facility, the terms and conditions of the rental of the facility, any direct, indirect, incidental, or consequential damages that the renter incurs as a result of the termination of the rental before or during the rental period for any reason. The renter knowingly waives the right to make any claim against the Indemnitees for such damages and expressly waives all rights provided by section 1542 of the California Civil Code, which provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

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If the renter is acting on behalf of an organization, corporation, limited liability company, or partnership, the renter's signature on the "Community Center Application for Use" certifies that the renter is authorized to act on behalf of that entity and bind the entity to the terms of the "Community Center Application for Use." The requirements in this paragraph shall survive the rental period.

RESIDENCY VERIFICATION

To qualify for residency rates, an applicant must verify that the applicant's primary place of residence is located within County Service Area R-10 (Rodeo) for Lefty Gomez Community Center, or within County Service Area M-17 (Bayview Park, Tara Hills, and Montalvin Manor) for Montarabay Community Center. To establish residency, at the time of application the renter must show Community Center staff a valid state issued identification card or driver's license showing the residential address AND a current utility bill (water, garbage, or PG&E) showing the renter's name and a service address that matches the address on the identification card or driver's license.

MISREPRESENTATION

If the County Public Works staff learns that the renter has provided false information in the application the County Public Works Director or designee reserves the right to cancel the rental and retain all payments and deposits received.

TERMINATION BY CONTRA COSTA COUNTY

The County of Contra Costa Public Works Director or designee reserves the absolute right at any time prior to or during the renter's use of the facilities, to cancel the reservation and to terminate this agreement in the event of an emergency, casualty, physical damage to the facility, or other occurrence that the Contra Costa County Public Works Director determines, in his/her sole discretion, that said occurrence renders the facilities unsuitable or unsafe for use, or requires the facilities to be used for emergency purposes. Such occurrences include, without limitation, any of the following:

1. Fire, flood, earthquake, weather damage, or other casualty causing physical damage to the facilities.
2. The making of improvements, alterations or repairs required by law or otherwise necessary to put or maintain the facilities in a safe and fully functional condition, including unexpected delays in the completion of such repairs, improvements, or alterations.
3. Fire, flood, earthquake, weather damage, or other casualty creating an emergency situation on property other than the County premises for coordination of emergency relief efforts or for housing storage.
4. Power failure, restrictive governmental laws or regulations, riots, insurrections, wars or other causes beyond the

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County's reasonable control which render the facilities unfit or unsafe for their intended use.

In the event that a reservation and this agreement are terminated for any reason, including any termination under this provision, the County, its officers, employees, and agents shall not be responsible or liable for any direct, indirect, incidental or consequential damages that the renter incurs as a result of such termination.

RESERVATIONS, CANCELLATIONS, & TRANSFERS

Reservations

1. Reservations can be made up to six (6) months in advance, but not less than 30 days before the requested date of use (event).
2. Fees paid 30 days or more prior to the requested date of use, may be paid via check, money order or cashier's check. Cash payments are accepted by appointment only at 255 Glacier Drive, Martinez CA 94553.
3. Fees paid 14-30 days prior to the requested date of use may only be paid via money order, or cashier's check.
4. Reservations are not considered confirmed until the cleaning/damage deposit is paid in full. Payment of the cleaning/damage deposit must be made a minimum of thirty (30) days prior to the requested date of use.
5. The renter requesting use of the facility must submit the "Application for Use" in person.
6. The "Application for Use" must be signed by a responsible adult, who is at least 21 years of age.
7. No reservations will be taken on a continuous year-to-year basis.
8. Future reservations by any individual or group will not be accepted until all outstanding bills from prior uses have been paid in full.
9. Contra Costa County reserves the right to re-schedule or cancel any rental without liability. Refunds will be made accordingly to the applicant.
10. All facility rentals are subject to staff availability.

Cancellations

1. All CANCELLATIONS MUST BE DONE IN WRITING BY THE PERSON WHO MADE THE RESERVATION.
 - a. All written cancellations notices must be submitted to the appropriate email address listed at the bottom of this page.
2. A cancellation fee of \$50.00 is charged for all cancellations.
3. Refunds of the security deposits, rental fees and security fee are based on the following time frame:
 - a. 100% of the deposit, rental fee and security fee will be returned if notification is given 60 days prior to the requested date of use.
 - b. 50% of the deposit, rental fee and security fee will be returned if notification is given from 59 days up to 31 days prior to the requested date of use.
 - c. Renters who cancel their original requested date of use 30 days or less before the event, or who fail to give written notice of cancellation, will forfeit the entire security deposit, all rental fees and security fees.
 - d. Renters who are required to obtain a food permit, liability Insurance, and/or a license from the California Department of Alcoholic Beverage Control and are unable to satisfy any of those requirements, may still rent the facility, but will not be allowed to serve food to the public and/or sell/serve alcohol.

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Lefty Gomez Community Center • (510) 799-7592 • rodeoctr@gmail.com
 Contra Costa County Rental Facility • For Additional Support contact: 925-313-2000



Transfers

1. All requests to transfer the date of use must be made in writing at least 7 days prior to the original requested date of use.
2. Fees for transfers are based on the following time frame:
 - a. One transfer date can be requested up to 61 days before the original requested date of use, free of charge.
 - b. A date transfer requested 31-60 days prior to the original requested date of use will be charged a Transfer Fee of \$50. Payment must be made by cashier's check, money order or cash.
 - c. A date transfer requested 15-30 days prior to the original requested date of use will be charged a Transfer Fee of \$75. Payment must be made by cashier's check, money order or cash.
 - d. No transfers will be accepted 14 days prior to the original requested date of use.

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Montarabay Community Center Rental Rates, Fees, Permit and Insurance Requirements

Effective Date:

FACILITY RENTAL RATES

This fee schedule is based on an hourly use with minimum 4 hour rental occupancy. Rental on Fridays, Saturdays and Sundays may be any consecutive 4 hour block between the hours of 8 a.m. to 10:00 p.m. All members of the rental party must be vacated by 10:00 p.m.

Fees

Main Hall (non-resident)	Hourly rate of \$85/ hour, minimum 4 hour rental or \$340
Main Hall (resident*)	Hourly rate of \$65/ hour, minimum 4 hour rental or \$260
Kitchen	\$50
Alcoholic Beverages	
(Staff processing fee of \$50 does not include liability insurance or California Department of ABC fees)	\$50
Restrooms only (\$100 cleaning/damage deposit mandatory)	\$100
Ballfield (local youth organization)	\$15 per hour
Ballfield (adult)	\$25 per hour
Ballfield Lights	\$15 per hour
Meeting (3 hours maximum, Monday-Thursday only)	Resident \$50 per session Non- Resident \$65 per session

*Residency: An individual or group is entitled to resident rates if the primary place of residence of the individual, or office of the group, is located within County Service Area M-17 (Bayview Park, Tara Hills, and Montalvin Manor). All others will be charged the non-resident fee. Acceptable forms of proof of residency include: a valid state issued identification card and a current utility bill including service address. Examples of utility bills include: water, PG&E and/or cable.

ACCEPTABLE METHODS OF PAYMENT

Payments may be accepted at the facility in the form of cashier check, money order, or check. Cash payments are accepted by appointment only at 255 Glacier Drive, Martinez CA.

SECURITY FEE

A security guard is required to be on the premises throughout the entirety of all rentals per the Community Center Rules and Regulations.

Security guard fee (non-holiday)	Prevailing Wage
Security guard fee (holiday*)	Prevailing Wage

*Holidays include the following: Martin Luther King Jr. Day, President's Day, Memorial Day, July 4th, Veteran's Day, Labor Day, Thanksgiving Weekend, Christmas Eve, Christmas Day, New Year's Eve, and New Year's Day.

COMMUNITY CENTER STAFF FEE

Community Center staff is required to open and close the facility for all rentals	\$35 per rental
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If Community Center staff is required to open the facility on additional occurrences during the rental period, additional fees will be applied accordingly and may be deducted from the deposit.

CLEANING/DAMAGE DEPOSIT

Deposits paid 31 days or more prior to the requested date of use; no alcoholic beverages served or sold	\$200
Deposits paid 15-30 days or less prior to the requested date of use; no alcoholic beverages served or sold	\$400

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ALCOHOL DEPOSIT

Deposits whenever alcoholic beverages will be served or sold

\$200

NOISE DISTURBANCE DEPOSIT

Required for all rentals. This deposit will not be returned if there are complaints of public disturbance.

Noise disturbance will be determined at the discretion of Community Center Facility Coordinator. \$200

FOOD PERMIT/FEES

A renter intending to sell or serve food to the general public must obtain a Temporary Food Event Permit from the Contra Costa County Environmental Health Division of the County Health Services Department. The renter must submit an application packet, together with associated fees to the Environmental Health Division at least 30 days before the event. **If the renter fails to obtain a Temporary Food Event Permit within the specified time, the renter will not be allowed to provide food to the public.**

LIABILITY INSURANCE

Renters, at their sole cost and expense, must secure liability insurance in the amount of **one million dollars** naming the County of Contra Costa as an additional insured. If the renter desires to obtain liability insurance through the County's special events coverage program, the renter must submit an application for insurance no less than thirty (30) days prior to event date. The County will forward the renter's application for insurance to its insurance broker, who will attempt to place the insurance in the renter's name. Whether insurance is obtained through the County's special events coverage program or otherwise, all renters must submit a Certificate of Liability Insurance evidencing the purchase of the required insurance to the Community Center Director at least 30 days prior to the date of the rental. **If the renter fails to submit a Certificate of Liability Insurance within the specified time, the rental will be cancelled**

In addition to liability insurance, all renters intending to **sell** alcoholic beverages are required to obtain, at their sole cost and expense, a Special Day License from the California Department of Alcoholic Beverage Control (ABC) or use a caterer that has a current alcohol beverage license from the Department of ABC. Renters must submit a copy of the Special Day License or the caterer's current ABC license to the Community Center Director at least 30 days prior to the date of the rental. **If the renter fails to submit a copy of the Special Day License or the caterer's current ABC license within the specified time, the renter and/or caterer will not be allowed to sell alcohol during the rental.**

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Liability Insurance Requirements for Facility Rentals

Insurance is required for rentals of all Contra Costa County Facilities and Baseball Fields. A certificate of insurance is acceptable as evidence of insurance.

Certificates will not be processed without a contact name and phone number, as well as a business description, so we may determine liability coverage.

Requirements for All

1. Certificate must be **signed** by the insurance company's authorized representative.
2. Contra Costa County, 255 Glacier Drive, Martinez, CA 94553, must be listed as the Certificate Holder.
3. Certificate Holder (Contra Costa County) must be named as Additional Insured.
4. Business contact name and phone number are required on certificate.
Also indicate on certificate the event name, location, and date.
5. Certificates can be submitted via U.S. mail, email or dropped off during facility office hours. It is your responsibility to contact the Facility Coordinator to confirm receipt of the certificate.
6. Minimum general liability insurance requirements are \$1,000,000.00 per occurrence.

MonTaraBay Community Center

MonTaraBay@gmail.com

2250 Tara Hills Drive

San Pablo CA 94806

Lefty Gomez Community Center

RodeoCtr@gmail.com

470 Parker Avenue

Rodeo CA 94572

If you need assistance obtaining insurance for your event, you may apply to Contra Costa County. Associated fees are indicated below. Please provide 14-30 days for processing.

Please complete

Name of Party _____ Facility Renting _____

Date(s) of Rental _____ Average Daily Attendance _____

Will Alcohol be served _____ *Total Amount of Insurance Cost* _____

Associated Fees:

	Facility	Ballfield
MonTaraBay	\$173.00*	\$310.00*
Lefty Gomez	\$141.00*	\$310.00*

*Insurance costs are based on current market rates and subject to change January 1 of each calendar year. These rates are approximate and may be adjusted based on the number of rental days and average attendance. Rates quoted are per day of use.

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Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: November 12, 2019

Subject: FIX the proposed revision rental documents for the use of the Montarabay Community Center, San Pablo area.

RECOMMENDATION(S):

FIX December 17, 2019, at 9:30 a.m., as the date and time for a hearing to consider adopting Resolution No. 2019/639 to approve increases in rental fees effective December 18, 2019, revised rental agreement documents, and new insurance requirements for the Montarabay Community Center, as recommended by the Public Works Director, San Pablo area. (District I)

DIRECT the Clerk of the Board of Supervisors to cause a notice of public hearing to be published in accordance with Government Code Sections 6062a and 66018.

FISCAL IMPACT:

100% County Service Area (CSA) M-17 Funds.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/12/2019** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: November 12, 2019

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

By: Stacey M. Boyd, Deputy

Contact: Carl Roner -
(925)313-2213

BACKGROUND:

Staff analyzed the costs related to the use of Montarabay Community Center facilities and found that expenses for maintenance and operations related to rental use, exceed revenue from rental income. Increased maintenance costs, higher energy costs, and equipment replacement costs all contribute to depleting Montarabay Community Center's reserves.

Staff anticipates that improvements for greater accessibility and deferred maintenance expenses will exceed revenues. Accessibility expenses include Americans with Disabilities Act (ADA) improvements to make the parking lot accessible, including the addition of ADA parking stalls, striping and signage. Deferred building maintenance expenses include interior painting, floor covering, and chair and table replacements to maintain an acceptable appearance for rental of the Center. Roof repairs and exterior painting are also needed.

On March 23, 1999, the Board approved fee increases and revisions to the Rules and Regulations for use of the Montarabay Community Center. There have been no changes to the Community Center Rules and Regulations, increase in rental fees, and inclusion of insurance requirements during the past 20 years. Staff surveyed other community centers and learned that the Montarabay Community Center fees are below the fees charged by other facilities for similar services. Staff recommends that the Board of Supervisors hold a hearing to consider approving the increase in rental fees, effective December 18, 2019, (Attachment 2) to enable staff to make the needed improvements discussed above and adequately maintain the facilities.

Staff also recommends that the Board approve changes to the Community Center Rules and Regulations in order to limit the County's liability exposure and to protect the facilities from damage. Rules and regulations changes include; a requirement that renters obtain a food permit from the County Environmental Health Division of the County Health Services Department when selling or serving food to the general public; a requirement that renters obtain a license from the California Department of Alcoholic Beverage Control (ABC) when a renter intends to sell alcohol; all renters obtain insurance with coverage of \$1,000,000; and a specific prohibition against the use of inflatable jumpers.

CONSEQUENCE OF NEGATIVE ACTION:

If the hearing is not held, the Board of Supervisors will not be able to consider increases in the community center rental fees. Rental revenue at the current rates make it difficult for County Service Area M-17 to generate enough revenue to pay for maintenance of the Montarabay Community Center building, grounds and equipment. Increased rental fees will help provide the revenue needed to make necessary improvements, adequately maintain the rental facilities, and support staffing a Facility Coordinator at the site.

ATTACHMENTS

Attachment 1 - Proposed Rules & Regulations

Attachment 2 - Proposed Rate Increase

Attachment 3 - Proposed Insurance Requirements

Contra Costa County
Community Center
Rules and Regulations

Effective Date:

Thank you for selecting a Contra Costa Recreational Facility to host your event. Please review all rental documents carefully to better understand your rental requirements. The renter is solely responsible for ensuring that the renter and the renter's guests comply with all of the following rules and regulations throughout the rental period.

FACILITY RENTAL OCCUPANCY

The maximum occupancy for Montarabay Community Center is 112 people, and the maximum occupancy for Lefty Gomez Community Center is 60 people.

GENERAL REGULATIONS

1. A renter may use only those facilities or equipment specifically designated on the "Application for Use."
2. The renter shall procure, at the renter's own cost and expense, all permits and licenses required for the intended use or activity.
3. If Contra Costa County staff or law enforcement determine that any person or persons are engaging in any activity that constitutes a public nuisance or criminal activity, County staff or law enforcement, at their discretion, may require the person or persons to leave, immediately cancel the renter's event, and/or require the renter to forfeit all fees and security and cleaning deposits. The Contra Costa County Sheriff's Office may be contacted to support patron ejection and document any such nuisance or criminal activity.
4. Contra Costa County personnel shall have the right to enter the facility at all times during the rental period.
5. The renter will be held responsible for any loss or damage caused by the renter's guests or anyone performing any services at the facility at the renter's direction.
6. Community Center staff are not responsible for setting up and/or taking down the tables and chairs. This is the responsibility of the renter and must be completed during the rental period.
7. The renter shall ensure that all deliveries are scheduled during the rental period.
8. The renter shall ensure that no vehicles are driven or parked on the patio, walkways, or sidewalks.
9. The volume of sound audible outside the facility must not interfere with the public's right to the quiet enjoyment of the surrounding area.

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- a. Music that is not amplified may be played outdoors at the facility.
 - b. Amplified music may be played indoors only.
 - c. Any violation of this Section 9 may result in immediate termination of the event and forfeiture of all fees and security and cleaning.
10. The renter must notify the County at least one business day before the start of a rental period of any changes to the rental period (i.e., rental period beginning and/or ending times) and any changes to the intended use of the facility during the rental period. Changes are subject to staff availability and subject to additional charges.
 11. If Community Center staff determine that the renter has misrepresented information on the rental application, Community Center staff, at their discretion, may immediately terminate the event, which will result in forfeiture of the renter's fees and security and cleaning deposits. Misrepresentation includes, but is not limited to: 1) misrepresenting the type of activity; 2) misrepresenting residency of the renter; 3) exceeding the capacity of the facility; 4) misrepresenting if alcohol will be served or sold; and 5) misrepresenting the number and/or age group of the renter's guests
 12. The Public Works Director, or designee, will determine whether the renter will need to retain security guards for the duration of the renter's event. This decision is based on the type of event and the number of participants in attendance. If a renter is required to have security guards on duty during an event, security guards will be hired by the Community Center Facility Coordinator. The renter must include with their deposit an amount sufficient to cover the Community Center Facility Coordinator's estimate of the costs for security guards. If the actual costs for security guards exceeds the estimated amount, the difference will be deducted from the security and cleaning deposits, and any amount that exceed those deposits will be charged to the renter. The Community Center Facility Coordinator or security officers may request the assistance of the Contra Costa County Sheriff's Office at any time to prevent abuse of privileges and to enforce the Rules and Regulations. Staff, security officers, or Sheriff's officers may terminate any activity that poses a threat to the safety of the participants, staff, security officers, the facility, or the public. If the Sheriff's Office is called by Community Center Facility Coordinator or security, the event will be cancelled and the all fees and security and cleaning deposits will be forfeited. The renter shall be responsible for paying all response costs charged by the Sheriff's Office

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13. The security deposit may be composed of the cleaning/damage deposit, noise deposit, and alcohol deposit.

RULES REGARDING THE USE OF THE FACILITY

The consumption of alcoholic beverages is not allowed anywhere outside of the facility.

1. Smoking is prohibited both indoors and outdoors at County facilities and parks. This includes traditional cigarettes, e-cigarettes/vaping and marijuana use.
2. Rice, confetti or similar materials are not allowed inside or outside the facility. A violation of this rule will result in a \$25 penalty.
3. Masking tape and scotch tape are the only adhesives allowed to be used to secure decorations. The renter is responsible for removing all tape before the end of the rental period.
4. Adhesive, nails screws, tacks, staples and other similar materials are not permitted to be used in the facility. All materials used to decorate the facility must be fire retardant. Exits, emergency exit signs, fire extinguishers, fire extinguisher and equipment cabinets, smoke detectors, and fire sprinklers must not be covered or obstructed. All decorations must be removed from the site before the end of the rental.
5. No equipment may be removed from the facility without prior approval of the Community Center staff.
6. Only Community Center staff are authorized to operate the heating system. There is no air conditioning system. Please plan accordingly.
7. Any equipment or furnishings moved during the rental period must be returned to the original positions and locations.
8. The facility must be left in a clean and orderly condition, in accordance with the Community Center Cleaning Guidelines. You will be given a copy of the Community Center Cleaning Guidelines when you reserve the facility. Your signature on the "Application for Use" indicates that you have read and agree to comply with the Community Center Cleaning Guidelines.
9. Additional charges may be assessed against the renter resulting from the use of the facility beyond the time specified, damage to the facility, or additional services in the nature of janitorial or maintenance work which may be required due to the use of the facility. The determination of the assessment of the additional charges will be at the sole discretion of the Community Center Facility Coordinator.
10. The renter of the facility will be held responsible for any loss or damage to the property caused during the rental period. The renter is required to pay the cost of repairing or replacing the damaged or lost property, in accordance with the Cleaning Guidelines.
11. The kitchen is not equipped with dishes or utensils.

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12. The use of helium filled balloons is allowed. However, should any remaining balloons cause the facility's alarm system to be triggered after the event, a \$50 false alarm charge will be deducted from the security deposit.
13. Inflatable jumpers or bounce houses are not permitted.

YOUTH GROUPS

1. Groups composed of minors (persons 18 years or younger) must be supervised by one (1) adult (25 years of age or older) for each ten (10) minor children, and at least one adult (25 years of age or older) must be present at all times while minors are using the facility.
2. The "Application for Use" must be completed by the adult parent supervising the rental, who shall be the "renter" for the purposes of the rental and these rules and regulations. The names and telephone numbers of all adults supervising children must be submitted to the Community Center Facility Coordinator no later than fourteen (14) days prior to the start of the rental period.
3. Failure to submit names and telephones numbers 14 days prior to the use of the facility may result in cancellation of the rental and forfeiture of all fees and deposits.
4. Persons under the age of 21 are not allowed to consume alcoholic beverages at any time.
5. Failure of the renter to be present, or for one adult (persons 25 years of age or older) for every 10 children to be present (with a minimum of one adult present), at all times during the rental period shall, at the sole discretion of the Community Center Facility Coordinator, result in immediate termination of the rental and forfeiture of all fees and deposits.

LIABILITY INSURANCE

A renter is required to comply with the "Liability Insurance Requirements for Facility Rentals" included as a part of the "Application for Use."

CERTIFICATION, INDEMNIFICATION & RELEASE

The renter's signature on the "Community Center Application for Use" certifies all of the following: (1) that the renter has received and read these "Community Center Rules and Regulations," the "Community Center Rental Rates, Permits, and Insurance Requirements," the "Community Center Renter Cleaning Guidelines, and the "Liability Insurance Requirements for Facility Rentals" (the "Rental Documents"); (2) that the renter agree to be solely responsible for ensuring that the facilities and surrounding property are used in accordance with the requirements included in the Rental Documents; and (3) that, if there are any minors present during the rental period, the renter will be fully responsible for them throughout the rental period.

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The renter's signature on the "Community Center Application for Use" also constitutes the renter's agreement to the following indemnification requirement:

Effective upon the Contra Costa County's approval of renter's "Application for Use," and in consideration for that approval, renter hereby agrees to defend, indemnify and hold harmless Contra Costa County, its officers, officials, employees, agents, volunteers, successors, and assigns ("Indemnitees") from and against any and all claims, suits, actions, damages and causes of action, including for any personal injury, bodily injury, loss of life, damage to any property, violation of any federal, state or local law or ordinance and for costs, attorney's fees, or any other liability whatsoever directly or indirectly arising out of or resulting in any way from the occupancy or use of the facility by the renter and/or the renter's invitees, officers, officials, employees, volunteers, contractors and/or subcontractors except as may arise from the sole and active negligence of any of the Indemnitees. If the renter is acting on behalf of an organization, corporation, limited liability company, or partnership, the renter's signature on the "Community Center Application for Use" certifies that the renter is authorized to act on behalf of that entity and bind the entity to the terms of the "Community Center Application for Use." The requirements in this paragraph shall survive the rental period.

The renter's signature on the "Community Center Application for Use" also constitutes the renter's agreement to the following release from liability:

Effective upon Contra Costa County's approval of renter's "Community Center Application for Use," and in consideration for that approval, the renter hereby releases and discharges the Indemnitees from any and all claims, demands, causes of action, obligations, damages, and liabilities, which the renter now has or could assert in any manner related to or arising from the condition of the facility or the property surrounding the facility, the suitability of the facility, the terms and conditions of the rental of the facility, any direct, indirect, incidental, or consequential damages that the renter incurs as a result of the termination of the rental before or during the rental period for any reason. The renter knowingly waives the right to make any claim against the Indemnitees for such damages and expressly waives all rights provided by section 1542 of the California Civil Code, which provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

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If the renter is acting on behalf of an organization, corporation, limited liability company, or partnership, the renter's signature on the "Community Center Application for Use" certifies that the renter is authorized to act on behalf of that entity and bind the entity to the terms of the "Community Center Application for Use." The requirements in this paragraph shall survive the rental period.

RESIDENCY VERIFICATION

To qualify for residency rates, an applicant must verify that the applicant's primary place of residence is located within County Service Area R-10 (Rodeo) for Lefty Gomez Community Center, or within County Service Area M-17 (Bayview Park, Tara Hills, and Montalvin Manor) for Montarabay Community Center. To establish residency, at the time of application the renter must show Community Center staff a valid state issued identification card or driver's license showing the residential address AND a current utility bill (water, garbage, or PG&E) showing the renter's name and a service address that matches the address on the identification card or driver's license.

MISREPRESENTATION

If the County Public Works staff learns that the renter has provided false information in the application the County Public Works Director or designee reserves the right to cancel the rental and retain all payments and deposits received.

TERMINATION BY CONTRA COSTA COUNTY

The County of Contra Costa Public Works Director or designee reserves the absolute right at any time prior to or during the renter's use of the facilities, to cancel the reservation and to terminate this agreement in the event of an emergency, casualty, physical damage to the facility, or other occurrence that the Contra Costa County Public Works Director determines, in his/her sole discretion, that said occurrence renders the facilities unsuitable or unsafe for use, or requires the facilities to be used for emergency purposes. Such occurrences include, without limitation, any of the following:

1. Fire, flood, earthquake, weather damage, or other casualty causing physical damage to the facilities.
2. The making of improvements, alterations or repairs required by law or otherwise necessary to put or maintain the facilities in a safe and fully functional condition, including unexpected delays in the completion of such repairs, improvements, or alterations.
3. Fire, flood, earthquake, weather damage, or other casualty creating an emergency situation on property other than the County premises for coordination of emergency relief efforts or for housing storage.
4. Power failure, restrictive governmental laws or regulations, riots, insurrections, wars or other causes beyond the

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County's reasonable control which render the facilities unfit or unsafe for their intended use.

In the event that a reservation and this agreement are terminated for any reason, including any termination under this provision, the County, its officers, employees, and agents shall not be responsible or liable for any direct, indirect, incidental or consequential damages that the renter incurs as a result of such termination.

RESERVATIONS, CANCELLATIONS, & TRANSFERS

Reservations

1. Reservations can be made up to six (6) months in advance, but not less than 30 days before the requested date of use (event).
2. Fees paid 30 days or more prior to the requested date of use, may be paid via check, money order or cashier's check. Cash payments are accepted by appointment only at 255 Glacier Drive, Martinez CA 94553.
3. Fees paid 14-30 days prior to the requested date of use may only be paid via money order, or cashier's check.
4. Reservations are not considered confirmed until the cleaning/damage deposit is paid in full. Payment of the cleaning/damage deposit must be made a minimum of thirty (30) days prior to the requested date of use.
5. The renter requesting use of the facility must submit the "Application for Use" in person.
6. The "Application for Use" must be signed by a responsible adult, who is at least 21 years of age.
7. No reservations will be taken on a continuous year-to-year basis.
8. Future reservations by any individual or group will not be accepted until all outstanding bills from prior uses have been paid in full.
9. Contra Costa County reserves the right to re-schedule or cancel any rental without liability. Refunds will be made accordingly to the applicant.
10. All facility rentals are subject to staff availability.

Cancellations

1. All CANCELLATIONS MUST BE DONE IN WRITING BY THE PERSON WHO MADE THE RESERVATION.
 - a. All written cancellations notices must be submitted to the appropriate email address listed at the bottom of this page.
2. A cancellation fee of \$50.00 is charged for all cancellations.
3. Refunds of the security deposits, rental fees and security fee are based on the following time frame:
 - a. 100% of the deposit, rental fee and security fee will be returned if notification is given 60 days prior to the requested date of use.
 - b. 50% of the deposit, rental fee and security fee will be returned if notification is given from 59 days up to 31 days prior to the requested date of use.
 - c. Renters who cancel their original requested date of use 30 days or less before the event, or who fail to give written notice of cancellation, will forfeit the entire security deposit, all rental fees and security fees.
 - d. Renters who are required to obtain a food permit, liability insurance, and/or a license from the California Department of Alcoholic Beverage Control and are unable to satisfy any of those requirements, may still rent the facility, but will not be allowed to serve food to the public and/or sell/serve alcohol.

Montarabay Community Center • (510) 724-1434 • Montarabay@gmail.com

Lefty Gomez Community Center • (510) 799-7592 • rodeoctr@gmail.com

Contra Costa County Rental Facility • For Additional Support contact: 925-313-2000

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Transfers

1. All requests to transfer the date of use must be made in writing at least 7 days prior to the original requested date of use.
2. Fees for transfers are based on the following time frame:
 - a. One transfer date can be requested up to 61 days before the original requested date of use, free of charge.
 - b. A date transfer requested 31-60 days prior to the original requested date of use will be charged a Transfer Fee of \$50. Payment must be made by cashier's check, money order or cash.
 - c. A date transfer requested 15-30 days prior to the original requested date of use will be charged a Transfer Fee of \$75. Payment must be made by cashier's check, money order or cash.
 - d. No transfers will be accepted 14 days prior to the original requested date of use.



Lefty Gomez Community Center Rental Rates, Fees, Permit and Insurance Requirements

Effective Date:

FACILITY RENTAL RATES

This fee schedule is based on an hourly use with minimum 4 hour rental occupancy. Rental on Fridays, Saturdays and Sundays may be any consecutive 4 hour block between the hours of 8:00 a.m. to 10:00 p.m. All rented facilities must be vacated by 10:00 p.m.

Fees

Recreation Center (non-resident)	\$65 per hour
Recreation Center (resident*)	\$50 per hour
Kitchen	\$ 35
Alcoholic Beverages (staff processing fee of \$50 does not include liability insurance or Department of ABC fees)	\$ 50
Restrooms only (\$100 clean/damage deposit mandatory)	\$ 75
Ballfield (local youth organization)	\$15 per hour
Ballfield (adult)	\$25 per hour
Ballfield Lights	\$10 per hour
Tennis Court Lights	\$10 per hour
Tennis Court Nets per court	\$10 per hour
Meeting (Includes Community Center and Restroom Only, 3 hours maximum, Monday-Thursday only)	Resident \$50 per meeting Non-Resident \$65 per meeting

*Residency: An individual or group is entitled to resident rates if the primary place of residence of the individual, or office of the group, is located within County Service Area R-10 in Rodeo. All others will be charged the non-resident fee. Acceptable forms of proof of residency include: a valid state issued identification card and a current utility bill including service address. Examples of utility bills include: water, PG&E and/or cable.

ACCEPTABLE METHODS OF PAYMENT

Payments may be accepted at the facility in the form of cashier check, money order, or check. Cash payments are accepted by appointment only at 255 Glacier Drive, Martinez CA.

SECURITY FEE

A security guard is required to be on the premises throughout the entirety of all rentals per the Community Center Rules and Regulations.

Security guard fee (non-holiday)	Prevailing Wage
Security guard fee (holiday*)	Prevailing Wage

*Holidays include the following: Martin Luther King Jr. Day, President's Day, Memorial Day, July 4th, Veteran's Day, Labor Day, Thanksgiving Weekend, Christmas Eve, Christmas Day, New Year's Eve, and New Year's Day.

COMMUNITY CENTER STAFF FEE

Community Center staff is required to open and close the facility for all rentals	\$35 per rental
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If Community Center staff is required to open the facility on additional occurrences, the fee will be applied accordingly.

CLEANING/DAMAGE DEPOSIT

Deposits paid 31 days or more prior to the requested date of use; no alcoholic beverages served or sold	\$200
Deposits paid 15-30 days or less prior to the requested date of use; no alcoholic beverages served or sold	\$400

ALCOHOL DEPOSIT

Deposits whenever alcoholic beverages will be served or sold	\$200
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MonTaraBay Community Center • (510) 724-1434

Lefty Gomez Community Center • (510) 799-7592

Contra Costa County Rental Facility • For Additional Support contact: (925)313-2000

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NOISE DISTURBANCE DEPOSIT

Required for all rentals. This deposit will not be returned if there are complaints of public disturbance. This will be determined at the discretion of Community Center Facility Coordinator. \$200

FOOD PERMIT/FEES

A renter intending to sell or serve food to the general public must obtain a Temporary Food Event Permit from the Contra Costa County Environmental Health Division of the County Health Services Department. The renter must submit an application packet, together with associated fees to the Environmental Health Division at least 30 days before the event. **If the renter fails to obtain a Temporary Food Event Permit within the specified time, the renter will not be allowed to provide food to the public.**

LIABILITY INSURANCE

Renters, at their sole cost and expense, must secure liability insurance in the amount of **one million dollars** naming the County of Contra Costa as an additional insured. If the renter desires to obtain liability insurance through the County's special events coverage program, the renter must submit an application for insurance no less than thirty (30) days prior to event date. The County will forward the renter's application for insurance to its insurance broker, who will attempt to place the insurance in the renter's name. Whether insurance is obtained through the County's special events coverage program or otherwise, all renters must submit a Certificate of Liability Insurance evidencing the purchase of the required insurance to the Community Center Director at least 30 days prior to the date of the rental. **If the renter fails to submit a Certificate of Liability Insurance within the specified time, the renter will be cancelled.**

In addition to liability insurance, all renters intending to **sell** alcoholic beverages are required to obtain, at their sole cost and expense, a Special Day License from the California Department of Alcoholic Beverage Control (ABC) or use a caterer that has a current alcohol beverage license from the ABC. Renters must submit a copy of the Special Day License or the caterer's current ABC license to the Community Center Facility Coordinator at least 30 days prior to the date of the rental. **If the renter fails to submit a copy of the Special Day License or the caterer's current ABC license within the specified time, the renter and/or caterer will not be allowed to sell alcohol during the rental.**



Liability Insurance Requirements for Facility Rentals

Insurance is required for rentals of all Contra Costa County Facilities and Baseball Fields. A certificate of insurance is acceptable as evidence of insurance.

Certificates will not be processed without a contact name and phone number, as well as a business description, so we may determine liability coverage.

Requirements for All

1. Certificate must be **signed** by the insurance company's authorized representative.
2. Contra Costa County, 255 Glacier Drive, Martinez, CA 94553, must be listed as the Certificate Holder.
3. Certificate Holder (Contra Costa County) must be named as Additional Insured.
4. Business contact name and phone number are required on certificate.
Also indicate on certificate the event name, location, and date.
5. Certificates can be submitted via U.S. mail, email or dropped off during facility office hours. It is your responsibility to contact the Facility Coordinator to confirm receipt of the certificate.
6. Minimum general liability insurance requirements are \$1,000,000.00 per occurrence.

MonTaraBay Community Center

MonTaraBay@gmail.com

2250 Tara Hills Drive
San Pablo CA 94806

Lefty Gomez Community Center

RodeoCtr@gmail.com

470 Parker Avenue
Rodeo CA 94572

If you need assistance obtaining insurance for your event, you may apply to Contra Costa County. Associated fees are indicated below. Please provide 14-30 days for processing.

Please complete

Name of Party	_____	Facility Renting	_____
Date(s) of Rental	_____	Average Daily Attendance	_____
Will Alcohol be served	_____	<i>Total Amount of Insurance Cost</i>	_____

Associated Fees:

	Facility	Ballfield
MonTaraBay	\$173.00*	\$310.00*
Lefty Gomez	\$141.00*	\$310.00*

*Insurance costs are based on current market rates and subject to change January 1 of each calendar year. These rates are approximate and may be adjusted based on the number of rental days and average attendance. Rates quoted are per day of use.

MonTaraBay Community Center • (510) 724-1434
Lefty Gomez Community Center • (510) 799-7592

Contra Costa County Rental Facility • For Additional Support contact: 925-313-2000





Contra
Costa
County

To: Board of Supervisors
From: HIRING OUTREACH OVERSIGHT COMMITTEE
Date: November 12, 2019

Subject: Appoint Dr. Michelle Hernandez to the Advisory Council on Equal Employment Opportunity

RECOMMENDATION(S):

APPOINT Dr. Michelle Hernandez to the Community #4 seat on the Advisory Council on Equal Employment Opportunity with a term expiring November 30, 2021.

FISCAL IMPACT:

None

BACKGROUND:

The Advisory Council for Equal Employment Opportunity (ACEEO) was established in July 1991 to serve as an advisory committee to the Board of Supervisors regarding the implementation of the County's Affirmative Action Plan. The Council is composed of 13 members. Their goal is to review the Affirmative Action Program and recommend actions to facilitate attainment of the County's goal for affirmative action. In 2013, the Internal Operations Committee (IOC) reviewed Board Resolution No. 2011/497 and 2011/498, which stipulated that applicants for At Large/Non Agency-Specific seats on specified bodies are to be interviewed by a Board subcommittee. The Resolutions further permit a Board Committee to select a screening committee to assist in interviewing applicants for appointment to certain bodies, including the ACEEO. The Board's Hiring Outreach Oversight Committee reviews nominations to all Council seats except those designated for County managers and labor unions. Terms of office for seats reviewed by the Board Committee are three years in duration.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: 11/12/2019 APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: November 12, 2019

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

Contact: Affirmative Action Officer,
925-335-1455

By: Stacey M. Boyd, Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

Inaction or negative action may hinder the ability of the ACEEO to provide unbiased relevant information to the County if the committee is not representative of the communities we serve.

ATTACHMENTS

Dr. Hernandez Application

Application Form

Profile

Dr. Michelle

First Name

R.

Middle Initial

Hernandez

Last Name

[Redacted] Home Address

[Redacted] Suite or Apt

[Redacted] City

[Redacted] State

[Redacted] Postal Code

[Redacted] Primary Phone

drmhernandez11@gmail.com

Email Address

Which supervisorial district do you live in?

District 4

Education

Select the option that applies to your high school education *

High School Proficiency Certificate

College/ University A

[Redacted] Name of College Attended

[Redacted] Degree Type / Course of Study / Major

[Redacted] Awarded?

[Redacted]

College/ University B

[Redacted] Name of College Attended

[Redacted] Degree Type / Course of Study / Major

Degree Awarded?

[Redacted]

College/ University C

[Redacted]

Name of College Attended

[Redacted]

Degree Type / Course of Study / Major

Degree Awarded?

Yes No

Other schools / training completed:

Course Studied

Hours Completed

Certificate Awarded?

Yes No

Board and Interest

Which Boards would you like to apply for?

- Equal Employment Opportunity Advisory Council: Submitted
- Affordable Housing Finance Committee: Submitted
- Advisory Council on Aging: Submitted
- Arts & Culture Commission: Submitted
- Mental Health Commission: Submitted
- Merit Board: Submitted
- Commission for Women: Submitted
- Workforce Development Board: Submitted
- Racial Justice Task Force: Submitted
- Racial Justice Oversight Body: Submitted

Seat Name

Have you ever attended a meeting of the advisory board for which you are applying?

Yes No

If you have attended, how many meetings have you attended?

Please explain why you would like to serve on this particular board, committee, or commission.

As a mental health professional it is essential that the services within our community be representative of our demographics, culture, and inclusiveness .

Qualifications and Volunteer Experience

I would like to be considered for appointment to other advisory boards for which I may be qualified.

Yes No

Are you currently or have you ever been appointed to a Contra Costa County advisory board, commission, or committee?

Yes No

List any volunteer or community experience, including any advisory boards on which you have served.

IHSS Public Authority Advisory Committee

Describe your qualifications for this appointment. (NOTE: you may also include a copy of your resume with this application)

Dr. Michelle Hernández



Upload a Resume

Conflict of Interest and Certification

Do you have a Familial or Financial Relationship with a member of the Board of Supervisors?



If Yes, please identify the nature of the relationship:

Do you have any financial relationships with the County such as grants, contracts, or other economic relations?



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

Dr. Michelle R. Hernandez

5462 Roundtree Dr. Apt. A
Concord, California 94521
(925) 759-8613
drmhernandez11@gmail.com

March 25, 2019

Education:

- 2011 Alliant International University
California School of Professional Psychology, San Francisco, Ca.
Doctor of Philosophy in Clinical Psychology

- 2006 University of California, Berkeley Extension, Berkeley, Ca.
Certificate of Achievement in the Study of Loss and Grief

- 2002 John F. Kennedy University, Orinda, Ca.
Master of Arts in Counseling Psychology: Specialization in Somatic Psychology

- 1998 California State University, Hayward, Ca.
Bachelor of Science in Criminal Justice Administration: Specialization in Law Enforcement

- 1996 University of California, Davis, Ca.
Bachelor of Arts in Psychology

Professional Work Experience:

2014-Present **National Disability Advocate**

Travels giving presentations on a myriad of topics related to disability. Subjects include but are not limited to: Physical , learning , cognitive, and psychiatric disabilities. Uses interactive and experiential exercises to engage the specific audience. Material is enhanced by the use of digital media and design, along with audio and visual aids. All the while focusing on the relevance of current events through social media.

2012-2013 **Psychological Services Center**, Oakland, Ca.:
Outreach Coordinator

Used public relations skills to promote awareness of mental health

issues in Alameda County. Worked directly with members of the community to educate people and explain the importance of mental health aspects within the elderly, disabled, and underrepresented minority groups. Implemented support groups in various senior centers in and surrounding Oakland, California. Collaborated with foster youth services by appointing doctoral students to serve as liaisons by providing psycho-educational groups to the youth. Contracted with Center for Independent Living, Berkeley, California, and provided mental health counseling to the homeless, severely disabled, deaf, and psychiatric population.

2011-2012 **Psychological Services Center**, Oakland, Ca.:
2 nd Half-Time Post-doctoral Intern (CAPIC Accredited)

Psychodiagnostic assessor and therapist in adult outpatient mental health clinic. Curriculum developer for “Wellness Strategies” at Center for Independent Living, Berkeley.

Client population served includes low SES adults in an ethnically diverse environment, the geriatric population, and the physically disabled.

Duties include psychological assessment of parents in forensic settings, report writing, making recommendations to Child Protective Services, treatment planning and implementation, psychotherapy, DSM-IV-TR diagnoses, progress reports, termination, presentations, and didactic training participation, as well as co-leading a Support Group for the Physically Disabled.

Theoretical orientation: psychodynamic.

2010-2011 **Psychological Services Center**, Oakland, Ca.:
1 st Half-Time Pre-doctoral Intern (CAPIC Accredited)

Psychodiagnostic assessor and therapist in adult outpatient mental health clinic. Teacher of ‘Life Strategies for Seniors’ at the Center for Elder Independence in Oakland, Ca.

Client population served includes low SES adults in an ethnically diverse environment, the geriatric population, and the physically disabled.

Duties include psychological assessment of parents in forensic

settings, report writing, making recommendations to Child Protective Services, treatment planning and implementation, psychotherapy, DSM-IV-TR diagnoses, progress reports, termination, presentations, and didactic training participation, as well as co-leading a Support Group for the Physically Disabled.

Theoretical orientation: psychodynamic.

2009-2010 **Psychological Services Center**, Oakland, Ca.:
1st Half-Time Pre-doctoral Intern (CAPIC Accredited)

Psychodiagnostic assessor and therapist in adult outpatient mental health clinic.

Client population served includes low SES adults in an ethnically diverse environment.

Duties include psychological assessment of parent/s in forensic settings, report writing, making recommendations to Child Protective Services, treatment planning and implementation, psychotherapy, DSM-IV-TR diagnoses, progress reports, termination, presentations, and didactic training participation, as well as co-leading a Support Group for the Physically Disabled.

Theoretical orientation: psychodynamic.

2007-2009 **Contra Costa Crisis Center** in Walnut Creek, Ca.:
Grief Counselor serving individual clients as well as co-facilitator of a support group for widow and widowers and a support group for survivors who have lost a loved one in their family.

2007-2008 **Los Medanos College** in Pittsburg, Ca.:
Mentor for The Puente Program: Focus is on assisting and advocating for the Latino population to transfer to a four- year university and attain higher education.

2006-2007 **New Directions Counseling Center** in Concord, Ca.:
Therapist Intern serving disadvantaged clients:
Medi-Cal, Court- Mandated, and Victims of Crime specifically.
Center closed in December of 2007.

2004-2005 **Center for Independent Living** in Berkeley, Ca.:
English and Spanish counseling populations.

Co-facilitator of support group for individuals with physical disabilities.

Supervised a San Francisco State University psychology intern student.

Experience in reporting and writing various reports including but not limited to Child Protective Services, General Assistance, and Social Security Disability.

2003-2004

The United States Department of Veterans Affairs

Readjustment Counseling Service
Concord Vet Center, Concord Ca.

PhD Intern serving clients with Post Traumatic Stress Disorder and/or Sexual Trauma Victims.

Assessment competency in administering the Clinician Administered PTSD scale for DSM IV.

Competency in writing Social Security Disability Reports.

2001-2002

John F. Kennedy University Community Counseling Center
Pleasant Hill, Ca.

Counseling Trainee: 500+ hours of counseling experience.

Member of Evaluation Committee: completing intakes; assessing appropriateness for the center, and making referrals.

Facilitator of support group for individuals with physical disabilities and/or terminal illness.

Professional Training:

Present –

2019 - Latina Leadership Network of the California Community Colleges

Presented Workshop, “Owning Your Authenticity “

2019 San Francisco State University

Presented Workshop. “Let’s Meet at the Intersection “

2017 Pacific Rim Conference “ Culture and Disability”

- 2011 **Disability Training: How to Counsel Clients with Physical Disabilities:**
Psychological Services Center, Oakland, Ca.
- 2010 - **Counseling the Disabled within the Community: A Holistic Perspective** UC Berkeley Extension; School of Education. San Francisco, Ca.
- 2010 -**Disability Training: Physical & Learning Disabilities from a Mental Health Perspective:** Alameda Family Services, Alameda, Ca.
- 2009- **Continuing Education Instructor: ‘Wounded Warriors: Helping Returning Veterans Achieve Higher Education’:** Alliant International University, San Francisco, Ca.
- 2008- **Guest Speaker on ‘Disability and Equal Access to Community College’:** Alliant International University, San Francisco, Ca.
- 2008- **Guest Speaker on ‘Disability and Equal Access to Elementary Education’:** Chabot College, Fremont, Ca.
- 2008- **Effective Teaching:** Alliant International University, San Francisco, Ca.
- 2007- **Disability, Families, and Law:** Alliant International University, San Francisco, Ca.
- 2007- **Neuropsychology:** Alliant International University, San Francisco, Ca.
- 2006- **Orientation- Pre Release Counselor for San Quentin Prison**
- 2006- **Grief Support: After a Sudden Death:** UC Berkeley Extension, Berkeley, Ca.
- 2006- **Spiritual Issues in Aging, Illness and Death:** UC Berkeley Extension, Berkeley, Ca.
- 2005- **Introduction to Loss and Grief Issues:** UC Berkeley Extension, Berkeley, Ca.
- 2004- **National Center for PTSD:** Veterans Administration, Menlo Park, Ca.
- 2004- **Psychopharmacology:** Alliant International University, San Francisco, Ca.
- 2004- **Poster Presentation- ‘Intrusiveness in mother-child relationships when the child has a physical disability’:** Alliant International University, Alameda, Ca.
- 2004- **Child Custody, Mediation, and Evaluation:** Alliant International University, Alameda, Ca.

Awards and Honors:

2016 Los Medanos College Keynote Speaker Disability Success
2008 - 2009 Honorary Recipient of the CSPP Mental Health Services Act Fellowship.
2010 Featured Exclusive Article in “The Voice of Alliant”

Boards and Commissions:

2018 Board of Directors
Independent Living Resource of Contra Costa County
2017 Contra Costa County - IHSS Public Authority Advisory Committee
Hand in Hand - Domestic Workers Alliance
2017 Christopher & Dana Reeves Foundation
2015 Board of Directors
Easy Does It Berkeley, Ca.
2015 Council Member
Metropolitan Transportation Commission
Policy Advisory Council
2013 Arthritis Foundation
Ambassador
2010 - 2016 Commissioner
City of Oakland: Mayor’s Commission on People with Disabilities

Affiliations:

- Latina Leadership Network
- California Psychological Association
- American Psychological Association
Division 22 Rehabilitation Counseling
- Division 35 Society for the
Psychology of Women\
Alameda County Psychological Association

- Contra Costa Psychological Association
- Society for Disability Studies
- Sacramento Valley Psychological Association
- California Latino Psychology Association
- San Francisco Psychology Association

References:

- | | |
|--|--|
| ❖ Dr. Nina Ghiselli
(415) 955-2100 | Alliant International University
Director- Disabled Student Services
One Beach St. Suite 100
San Francisco, Ca. 94133 |
| ❖ Dr. Elizabeth Milnes
(510) 628-9065 | Psychological Services Center
519 17 th St. Suite 210
Oakland, Ca.94612 |
| ❖ Dr. Terry Meyers
(510) 628-9065 | Psychological Services Center
519 17 th St. Suite 210
Oakland, Ca. 94612 |
| ❖ Dr. Dalia Ducker
(415) 955-2100 | Alliant International University
Professor
One Beach St. Suite 100
San Francisco, Ca. 94133 |
| ❖ Dr. Michael Rubino
(925) 827-9876 | Rafa Counseling Assoc.
101 Gregory Ln # 33
Pleasant Hill, Ca. 94520 |
| Bill Fox L.C.S.W
(925) 372-1868 | Kaiser Permanente
Manager- Behavioral Health
200 Muir Road
Martinez, Ca. 94553 |
| ❖ Marco Godinez M.A. | Puente Counselor – Los Medanos College |

(925) 439-2181

2700 East Leland Rd.
Pittsburg, Ca. 94565

* Letters of recommendation upon request



**Contra
Costa
County**

To: Board of Supervisors
From: David Twa, County Administrator
Date: November 12, 2019

Subject: Resignation from the Advisory Committee on Equal Employment Opportunity

RECOMMENDATION(S):

ACCEPT resignation of Dr. Aaron Bryant, and DECLARE a vacancy in Community Member #2 seat on the Advisory Council on Equal Employment Opportunity, as recommended by the Advisory Council on Equal Employment Opportunity.

FISCAL IMPACT:

None

BACKGROUND:

The Advisory Council on Equal Employment Opportunity (ACEEO) was established in July 1991 to serve as an advisory committee to the Board of Supervisors regarding the implementation of the County's Affirmative Action Plan. Their goal was to review the Affirmative Action Program and recommend actions to facilitate attainment of the County's goal for affirmative action. The Council is composed of 13 members, and a Board committee reviews nominations to all seats except those designated for County managers and labor unions. Terms of office for seats reviewed by the Board Committee are three years.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/12/2019** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: November 12, 2019

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

Contact: Affirmative Action Officer,
925-335-1455

By: Stacey M. Boyd, Deputy

cc:

BACKGROUND: (CONT'D)

In 2013, the Internal Operations Committee (IOC) reviewed Board Resolution No. 2011/497 and 2011/498, which stipulated that applicants for At Large/Non Agency-Specific seats on specified bodies are to be interviewed by a Board subcommittee. The Resolutions further permit a Board Committee to select a screening committee to assist in interviewing applicants for appointment to certain bodies, including the ACEEO.

CONSEQUENCE OF NEGATIVE ACTION:

Inaction or negative action may hinder the ACEEO in diversifying its membership, which will have a negative impact in fulfilling our mission.



**Contra
Costa
County**

To: Board of Supervisors
From: David Twa, County Administrator
Date: November 12, 2019

Subject: Support for Urban Libraries Council Statement on Equitable Public Access to E-Books

RECOMMENDATION(S):

ADOPT a position of support for the Urban Libraries Council's Statement on Equitable Public Access to E-Books, as recommended by the County Librarian Melinda Cervantes.

FISCAL IMPACT:

There is no fiscal impact from this action of advocacy.

BACKGROUND:

On October 21, 2019 the Urban Libraries Council requested support from cities and counties for a statement to demonstrate support for public libraries in the fight for fair and equitable e-book pricing and access. According to the County Librarian, Melinda Cervantes, "Libraries may only purchase one copy per library during the first 8 weeks of new ebook/audiobook releases. The Library profession has taken the position that this negatively impacts the public's access to information and limits access to only those who can afford to purchase ebooks. This is only the beginning of what could take hold with other ebook and downloadable audiobooks. Our ebook/audiobook circulation is rapidly growing and we are planning to significantly increase purchasing this year."

Since there is no policy or principle in the County's adopted State Legislative Platform related to this matter, and the October 30 deadline for signing on to the statement provided insufficient time for Board of

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/12/2019** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: November 12, 2019

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

By: June McHuen, Deputy

Contact: L. DeLaney,
925-335-1097

cc:

BACKGROUND: (CONT'D)

Supervisors consideration, the Chair of the Board utilized the "Urgency Action Protocol" adopted by the Board in 2008 (C.33, 4/22/08) to sign on to the statement. The Urgency Action Protocol provides authorization for the Chair of the Board to communicate a position prior to Board action, on his own letterhead, provided the Board takes action at its next meeting.

The statement signed by Chair Gioia is Attachment A.

ATTACHMENTS

Attachment A: Statement on Equitable Public Access to E-Books

John Gioia (say “Joy-a”)
Chair, Contra Costa County
Board of Supervisors

Contra Costa County



Attachment A
11780 San Pablo Avenue, Suite D
El Cerrito, CA 94530
Phone: (510) 231-8686
Fax: (510) 374-3429

October 30, 2019

Curtis Rogers,
Director of Communications Urban Libraries Council
1333 H Street, NW Suite 1000 West
Washington, DC 20005

Dear Mr. Rogers,

Major publishers have introduced severe restrictions to e-book and e-audiobook lending for public libraries, including embargoes on the sales of new titles and unreasonably high prices, which far exceed the prices offered for print books. As a result, libraries will be unable to fulfill their core functions in building educated, literate communities. These restrictions will be most harmful for populations who already face significant barriers to equitable knowledge and information access in our communities –including youth, people living with disabilities and those with limited financial means.

Public libraries play an essential role in leveling the playing field and strengthening the foundation of our communities. As digital technologies become increasingly inseparable from the ways that people learn, work and interact, the library’s unique ability to create onramps for information and knowledge access is more important than ever. There is significant, rising demand for e-books and e-audiobooks from public library users – overall, digital content circulation is increasing by 30% per year.

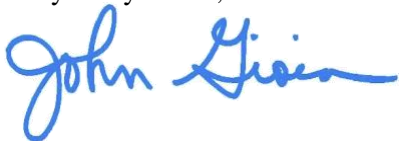
As elected public officials and trusted leaders in our communities, we are committed to protecting and supporting the capacity of public libraries to:

- Provide equal access for individuals to gain knowledge and become proficient with digital tools, regardless of their income, physical abilities, age, gender, sexual orientation, race, citizenship status or religion.
- Support lifelong learning and foster empathy, curiosity, civic engagement and a love of reading among community members.
- Educate community members about the rights, responsibilities and implications of their lives online, including data privacy risks when accessing online learning resources and digital content.
- Serve as valued partners to local government in advancing city/county outcomes for digital inclusion and as institutions that support informed citizens.

Our cities and counties are strongest when all individuals have the same opportunities to further their personal, educational and professional goals. Our democracy is non-negotiable.

We stand with all who are urging e-book and e-audiobook publishers to institute fair, transparent and flexible lending models for public libraries.

Very Truly Yours,



John Gioia, Chair
Contra Costa County Board of Supervisors



Contra
Costa
County

To: Board of Supervisors
From: Marc Shorr, Chief Information Officer
Date: November 12, 2019

Subject: Cancel and add multiple positions within the Department of Information Technology

RECOMMENDATION(S):

ADOPT Position Adjustment Resolution No. 22531 to cancel one (1) vacant permanent full-time Information Systems Programmer IV (LPNB) position # 15 at Salary Plan and Grade ZA5-1787 (\$7,493.65 - \$10,042.20) and add one (1) permanent full-time Sr. Business Analyst (LTVJ) (represented) position at Salary Plan and Grade ZB5 1787 (\$7,493.65-\$10,042.20);

ADOPT Position Adjustment Resolution No. 22530 to cancel one (1) vacant permanent full-time Network Manager (LBHA) (represented) position # 61 at Salary Plan and Grade ZA5-1884 (\$8,249.06 - \$11,054.53) and add one (1) permanent full-time Information Systems Manager I (LTNA) (represented) position at Salary Plan and Grade ZA5-1884 (\$8,249.06-\$11,054.53);

ADOPT Position Adjustment Resolution No. 22529 to cancel one (1) vacant permanent full-time Supervising Accountant (SAHJ) (represented) position # 12859 at Salary Plan and Grade ZA5-1703 (\$6,895.61 - \$8,381.65) and add one (1) permanent full-time Administrative Services Assistant III (APTA) (represented) position at Salary Plan and Grade ZB5-1631 (\$6,421.13-\$7,804.93) in the Department of Information Technology.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/12/2019** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: November 12, 2019

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

By: June McHuen, Deputy

Contact: Marc Shorr
925-608-4071

cc: Jessica Butterfield

FISCAL IMPACT:

This action would result in an annual cost decrease of \$5,622. All costs are charged out to users.

BACKGROUND:

The Department of Information Technology (DoIT) is continuing its transformation to be more responsive in meeting the needs of our customers. As we move toward achieving this goal a significant element is the need to adjust the organizational structure. This realignment and reassignment of resources is critical to ensure DoIT is more efficient and agile in delivering services; broadens the breadth and depth of IT skills and resources for innovation; and adds functions currently missing in DoIT.

With this position realignment DoIT will be able to focus on IT Governance/Policy; Contracts/Grants/Vendor Management; Project Management; Staff Development and Retention; Legacy System replacement and Disaster Recovery.

CONSEQUENCE OF NEGATIVE ACTION:

If this request is not approved, DoIT will continue to operate in its current state, which will impact project delivery for current and future county wide projects; service delivery for daily operations; and limit DoIT's ability to be an innovative partner to County Departments.

CHILDREN'S IMPACT STATEMENT:

No negative impact on children.

AGENDA ATTACHMENTS

AIR 39555 P300 22529

AIR 39555 P300 22531

AIR 39555 P300 22530

MINUTES ATTACHMENTS

Signed P300 22529

Signed P300 22530

Signed P300 22531

POSITION ADJUSTMENT REQUEST

NO. 22529
DATE 9/25/2019

Department Department of Information Technology Department No./
Budget Unit No. 0147 Org No. 1050 Agency No. 03

Action Requested: Cancel one (1) vacant permanent full-time Supervising Accountant (SAHJ) position # 12859 at salary plan and grade level ZA5-1703 (\$6,895.61-\$8,381.65) from Department # 0147 Org # 1050. (Represented) Add one (1) permanent full-time Administrative Services Assistant III (APTA) position at salary plan and grade level ZB5-1631 (\$6,421.13-\$7,804.93) to Department # 0147 Org # 1050. (Represented)

Proposed Effective Date: _____

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

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

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

Total annual cost (\$5,622.00) Net County Cost \$0.00
Total this FY (\$4,685.00) N.C.C. this FY \$0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT Cost Savings

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

Marc Shorr

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

L. Strobel

9/25/2019

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE 10/15/2019

Cancel one (1) vacant permanent full-time Supervising Accountant (SAHJ) (represented) position # 12859. Add one (1) permanent full-time Administrative Services Assistant III (APTA) (represented) position.

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

Effective: Day following Board Action.
 _____(Date)

Elizabeth Loud

10/15/2019

(for) Director of Human Resources

Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE _____

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

(for) County Administrator

BOARD OF SUPERVISORS ACTION:

Adjustment is APPROVED DISAPPROVED

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

DATE _____

BY _____

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

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

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

REQUEST FOR PROJECT POSITIONS

Department _____

Date 11/4/2019

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

POSITION ADJUSTMENT REQUEST

NO. 22531
DATE 9/25/2019

Department Department of Information Technology Department No./
Budget Unit No. 0147 Org No. 1065 Agency No. 03

Action Requested: Cancel one (1) vacant permanent full-time Information Systems Programmer IV (LPNB) position # 15 at salary plan and grade level ZA5-1787 (\$7,493.65-\$10,042.20) from Department # 0147 Org # 1065. (Represented) Add one (1) permanent full-time Sr. Business Analyst (LTVJ) position at salary plan and grade level ZB5-1787 (\$7,493.65-\$10,042.20) to Department # 0147 Org # 1065. (Represented)

Proposed Effective Date: _____

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

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

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

Total annual cost \$0.00 Net County Cost \$0.00
Total this FY \$0.00 N.C.C. this FY \$0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT Cost Neutral

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

Marc Shorr

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

L. Strobel

9/25/2019

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE 10/15/2019

Cancel one (1) vacant permanent full-time Information Systems Programmer IV (LPNB) (represented), position # 15. Add one (1) permanent full-time Sr. Business Analyst (LTVJ) (represented).

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

Effective: Day following Board Action.
 _____(Date)

Elizabeth Loud

10/15/2019

(for) Director of Human Resources

Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE _____

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

(for) County Administrator

BOARD OF SUPERVISORS ACTION:

Adjustment is APPROVED DISAPPROVED

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

DATE _____

BY _____

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

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

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

REQUEST FOR PROJECT POSITIONS

Department _____

Date 11/4/2019

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

POSITION ADJUSTMENT REQUEST

NO. 22530
DATE 9/25/2019

Department Department of Information Technology Department No./
Budget Unit No. 0147 Org No. 1075 Agency No. 03

Action Requested: Cancel one (1) vacant permanent full-time Network Manager (LBHA) position # 61 at salary plan and grade level ZA5-1884 (\$8,249.06-\$11,054.53) from Department # 0147 Org # 1075. (Represented) Add one (1) permanent full-time Information Systems Manager I (LTNA) position at salary plan and grade level ZA5-1884 (\$8,249.06-\$11,054.53) to Department # 0147 Org # 1075. (Represented)

Proposed Effective Date: _____

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

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

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

Total annual cost \$0.00 Net County Cost \$0.00
Total this FY \$0.00 N.C.C. this FY \$0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT Cost Neutral

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

Marc Shorr

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

L. Strobel

9/25/2019

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE 10/15/2019

Cancel one (1) vacant permanent full-time Network Manager (LBHA) (represented) position # 61. Add one (1) permanent full-time Information Systems Manager I (LTNA) (represented) position.

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

Effective: Day following Board Action.
 _____(Date)

Elizabeth Loud

10/15/2019

(for) Director of Human Resources

Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE _____

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

(for) County Administrator

BOARD OF SUPERVISORS ACTION:

Adjustment is APPROVED DISAPPROVED

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

DATE _____

BY _____

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

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

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

REQUEST FOR PROJECT POSITIONS

Department _____

Date 11/4/2019

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

POSITION ADJUSTMENT REQUEST

C.18

NO. 22531
DATE 9/25/2019

Department Department of Information Technology
Department No./ Budget Unit No. 0147 Org No. 1065 Agency No. 03

Action Requested: Cancel one (1) vacant permanent full-time Information Systems Programmer IV (LPNB) position # 15 at salary plan and grade level ZA5-1787 (\$7,493.65-\$10,042.20) from Department # 0147 Org # 1065. (Represented) Add one (1) permanent full-time Sr. Business Analyst (LTVJ) position at salary plan and grade level ZB5-1787 (\$7,493.65-\$10,042.20) to Department # 0147 Org # 1065. (Represented)

Proposed Effective Date: _____

Classification Questionnaire attached: Yes [] No [x] / Cost is within Department's budget: Yes [x] No []

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

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

Total annual cost \$0.00 Net County Cost \$0.00
Total this FY \$0.00 N.C.C. this FY \$0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT Cost Neutral

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

Marc Shorr

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

L. Strobel

9/25/2019

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE 10/15/2019

Cancel one (1) vacant permanent full-time Information Systems Programmer IV (LPNB) (represented), position # 15. Add one (1) permanent full-time Sr. Business Analyst (LTVJ) (represented).

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

Effective: [x] Day following Board Action.
[] (Date)

Elizabeth Loud

10/15/2019

(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 [x] DISAPPROVED []

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

DATE Nov 12 2019

BY [Signature]

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:

C-18

POSITION ADJUSTMENT REQUEST

NO. 22530
DATE 9/25/2019

Department Department of Information Technology Department No./
Budget Unit No. 0147 Org No. 1075 Agency No. 03

Action Requested: Cancel one (1) vacant permanent full-time Network Manager (LBHA) position # 61 at salary plan and grade level ZA5-1884 (\$8,249.06-\$11,054.53) from Department # 0147 Org # 1075. (Represented) Add one (1) permanent full-time Information Systems Manager I (LTNA) position at salary plan and grade level ZA5-1884 (\$8,249.06-\$11,054.53) to Department # 0147 Org # 1075. (Represented)

Proposed Effective Date: _____

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

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

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

Total annual cost \$0.00 Net County Cost \$0.00
Total this FY \$0.00 N.C.C. this FY \$0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT Cost Neutral

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

Marc Shorr

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

L. Strobel

9/25/2019

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE 10/15/2019

Cancel one (1) vacant permanent full-time Network Manager (LBHA) (represented) position # 61. Add one (1) permanent full-time Information Systems Manager I (LTNA) (represented) position.

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

Effective: Day following Board Action.
 _____(Date)

Elizabeth Loud

10/15/2019

(for) Director of Human Resources

Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE _____

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

(for) County Administrator

BOARD OF SUPERVISORS ACTION:

Adjustment is APPROVED ~~DISAPPROVED~~

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

DATE

Nov 12 2019

BY

[Signature]

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:

POSITION ADJUSTMENT REQUEST

C.18

NO. 22531
DATE 9/25/2019

Department Department of Information Technology
Department No./ Budget Unit No. 0147 Org No. 1065 Agency No. 03

Action Requested: Cancel one (1) vacant permanent full-time Information Systems Programmer IV (LPNB) position # 15 at salary plan and grade level ZA5-1787 (\$7,493.65-\$10,042.20) from Department # 0147 Org # 1065. (Represented) Add one (1) permanent full-time Sr. Business Analyst (LTVJ) position at salary plan and grade level ZB5-1787 (\$7,493.65-\$10,042.20) to Department # 0147 Org # 1065. (Represented)

Proposed Effective Date: _____

Classification Questionnaire attached: Yes [] No [x] / Cost is within Department's budget: Yes [x] No []

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

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

Total annual cost \$0.00 Net County Cost \$0.00
Total this FY \$0.00 N.C.C. this FY \$0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT Cost Neutral

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

Marc Shorr

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

L. Strobel

9/25/2019

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE 10/15/2019

Cancel one (1) vacant permanent full-time Information Systems Programmer IV (LPNB) (represented), position # 15. Add one (1) permanent full-time Sr. Business Analyst (LTVJ) (represented).

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

Effective: [x] Day following Board Action.
[] (Date)

Elizabeth Loud

10/15/2019

(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 [x] DISAPPROVED []

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

DATE Nov 12 2019

BY [Signature]

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:



Contra
Costa
County

To: Board of Supervisors
From: Kathy Gallagher, Employment & Human Services Director
Date: November 12, 2019

Subject: Add One ASA III and One Intermediate Clerk-Project to the Community Services Bureau of Employment and Human Services Department

RECOMMENDATION(S):

ADOPT Position Adjustment Resolution No. 22542 to add one (1) Administrative Services Assistant III (APTA) (represented) at Salary Plan and Grade ZB5 1631 (\$6,421.13 - 7,804.93) and one (1) Intermediate Clerk-Project (99J3) (represented) at Salary Plan and Grade QH5 0946 (\$3,357.87- 4,081.51) to the Employment and Human Services Department, Community Services Bureau.

FISCAL IMPACT:

Upon approval of these positions personnel costs will increase by \$204,115. This will also result in additional retirement costs of \$39,030. Costs for the Administrative Services Assistant III (ASA III) will be entirely State funded and the Intermediate Clerk-Project will be funded by 56% Federal and 44% State revenues. The California Department of Education has notified the Community Services Bureau of increased California Alternative Payment Program revenue. Authorization to amend this revenue contract and complimentary appropriation adjustments will be submitted in separate Board actions.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/12/2019** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: November 12, 2019

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

By: June McHuen, Deputy

Contact: Michelle Fregoso,
925-608-5025

cc: Michelle Fregoso

BACKGROUND:

The Community Services Bureau (CSB) CalWORKS Stage II Childcare Program and California Alternative Payment Program (CAPP) administers subsidized childcare through a vendor approach, providing full or partial payments for child care of eligible families. These programs are designed to maximize parental choice in selecting childcare. Parents may select childcare services from licensed centers and preschools, licensed family childcare homes, or licensed-exempt providers. The CalWORKS Stage II Child Care program assists parents who are in receipt of or have received CalWORKS cash assistance within the last twenty-four (24) months and the CAPP program assists families referred by Children and Family Services and some low-income families. Both of these programs support families in their childcare decisions and make timely payments to their chosen childcare providers.

Between the two programs, approximately 1,000 children from the ages zero to thirteen are enrolled throughout Contra Costa County. Over the past five years, there has been an increase in demand for services from families in need of childcare provider services. The additional staff requested will allow CSB to deliver services to the families and children of Contra Costa County and manage the increases in caseloads in these programs. The ASA III will oversee the administration operations of CalWORKS Stage II/CAPP unit. The ASA III will be responsible for interpreting rules and regulations, updating policies, preparing reports related to the programs for agency, and general oversight of quality of services provided to the families and children served. The Intermediate Clerk-Project will provide the clerical support needed to maintain the day-to-day operations of both programs through collecting documentation needed for program enrollment, data entry, answering phones, and other general administrative duties.

CONSEQUENCE OF NEGATIVE ACTION:

If the action is not approved, the Community Services Bureau CalWORKS Stage II and CAPP programs will not have sufficient staff to provide quality services and manage the increased caseload of the families and children seeking services in Contra Costa County.

CHILDREN'S IMPACT STATEMENT:

This action will support four of the five Contra Costa County's community outcomes – Outcome 1: Children Ready for and Succeeding in School; Outcome 2: Children and Youth Healthy and Preparing for Productive Adulthood; Outcome 3: Families that are Economically Self-Sufficient; Outcome 4: Families that are Safe, Stable and Nurturing

AGENDA ATTACHMENTS

AIR 39560_P300 22542_Add ASA III and Intermediate Clerk _BOS 11.12.19

MINUTES ATTACHMENTS

Signed P300 22542

POSITION ADJUSTMENT REQUEST

NO. 22542
DATE 9/20/2019

Department Employment and Human Services Department No./
Budget Unit No. 0588 Org No. 1874 Agency No. A19
Action Requested: Add one (1) Administrative Services Assistant III (APTA) (represented) and one (1) Intermediate Clerk-
Project (99J3) (represented) to the Community Services Bureau of Employment & Human Services Department.

Proposed Effective Date: 10/9/2019

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 \$204,115.00 Net County Cost \$0.00
Total this FY \$136,077.00 N.C.C. this FY \$0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT ASAIll 100% STATE; Intern.Clerk-Project 56% FED 44% S

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

Michelle Fregoso 925-608-5025

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Julia Taylor

10/9/2019

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE 10/28/2019

Add one (1) Administrative Services Assistant III (APTA) (represented) at salary plan and grade ZB5 1631 (\$6,421.13-7,804.93) and one (1) Intermediate Clerk-Project (99J3) (represented) at salary plan and grade QH5 0946 (\$3,357.87-4,081.51) to the Community Services Bureau of Employment and Human Services Department.

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

Effective: Day following Board Action.
 _____(Date)

Amanda Monson

10/28/2019

(for) Director of Human Resources

Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE _____

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

(for) County Administrator

BOARD OF SUPERVISORS ACTION:

Adjustment is APPROVED DISAPPROVED

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

DATE _____

BY _____

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

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

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

REQUEST FOR PROJECT POSITIONS

Department _____

Date 10/28/2019

No. xxxxxx

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

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

USE ADDITIONAL PAPER IF NECESSARY

POSITION ADJUSTMENT REQUEST

C.19

NO. 22542
DATE 9/20/2019

Department Employment and Human Services
Department No./ Budget Unit No. 0588 Org No. 1874 Agency No. A19

Action Requested: Add one (1) Administrative Services Assistant III (APTA) (represented) and one (1) Intermediate Clerk-Project (99J3) (represented) to the Community Services Bureau of Employment & Human Services Department.

Proposed Effective Date: 10/9/2019

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

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

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

Total annual cost \$204,115.00 Net County Cost \$0.00
Total this FY \$136,077.00 N.C.C. this FY \$0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT AS/III 100% STATE; Intern.Clerk-Project 56% FED 44% S

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

Michelle Fregoso 925-608-5025

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Julia Taylor

10/9/2019

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE 10/28/2019

Add one (1) Administrative Services Assistant III (APTA) (represented) at salary plan and grade ZB5 1631 (\$6,421.13-7,804.93) and one (1) Intermediate Clerk-Project (99J3) (represented) at salary plan and grade QH5 0946 (\$3,357.87-4,081.51) to the Community Services Bureau of Employment and Human Services Department.

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

Effective: [X] Day following Board Action.
[] (Date)

Amanda Monson

10/28/2019

(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 [X] DISAPPROVED []

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

DATE Nov 12 2019

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:



Contra
Costa
County

To: Board of Supervisors
From: Marc Shorr, Chief Information Officer
Date: November 12, 2019

Subject: Add one Network Administrator I position within the Department of Information Technology

RECOMMENDATION(S):

ADOPT Position Adjustment Resolution No. 22527 to add one (1) permanent full-time Network Administrator I (LNSA) (represented) position at Salary Plan and Grade ZA5 1694 (\$6,834.43-\$8,307.29) (represented) in the Department of Information Technology.

FISCAL IMPACT:

The annual impact is \$135,560 including \$25,111 in pension costs. DoIT charges for all services and these charges include revenue generated from non-general fund departments and other public agencies.

BACKGROUND:

The Department of Information Technology (DoIT) is continuing its transformation to be more responsive in meeting the needs of our customers. As we move toward achieving this goal a significant element is the need to adjust the organizational structure. This realignment and reassignment of resources is critical to ensure DoIT is more efficient and agile in delivering services; broadens the breadth and depth of IT skills and resources for innovation; and supports the

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/12/2019** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: November 12, 2019

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

By: June McHuen, Deputy

Contact: Marc Shorr
925-608-4071

cc:

BACKGROUND: (CONT'D)

recommendations of the Grand Jury Report (May 2018) by adding functions currently missing in DoIT.

The Network Administrator position is being added to address needs being specifically requested by user departments.

CONSEQUENCE OF NEGATIVE ACTION:

If this request is not approved, DoIT will continue to operate in its current state, which will impact project delivery for current and future county wide projects; service delivery for daily operations; and limit DoIT's ability to be an innovative partner to County Departments.

CHILDREN'S IMPACT STATEMENT:

No impact to children.

AGENDA ATTACHMENTS

AIR 39828 P300 22527

MINUTES ATTACHMENTS

Signed P300 22527

POSITION ADJUSTMENT REQUEST

NO. 22527
DATE 9/25/2019

Department Department of Information Technology Department No./
Budget Unit No. 0147 Org No. 1070 Agency No. 03

Action Requested: Add one (1) permanent full-time Network Administrator I (LNSA) at salary plan and grade level ZA5-1694 (\$6,834.43-\$8,307.29) to Department # 0147 Org # 1070. (Represented).

Proposed Effective Date: _____

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

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

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

Total annual cost \$135,560.00 Net County Cost \$0.00
Total this FY \$112,967.00 N.C.C. this FY \$0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT 100% User Fees

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

Marc Shorr

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

L.Strobel

9/25/2019

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE 10/16/2019

Add one (1) permanent full-time Network Administrator I (LNSA).

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

Effective: Day following Board Action.

_____(Date)

Elizabeth Loud

10/16/2019

(for) Director of Human Resources

Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE _____

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

(for) County Administrator

BOARD OF SUPERVISORS ACTION:

Adjustment is APPROVED DISAPPROVED

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

DATE _____

BY _____

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

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

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

REQUEST FOR PROJECT POSITIONS

Department _____

Date 11/4/2019

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

POSITION ADJUSTMENT REQUEST

C.20

NO. 22527
DATE 9/25/2019

Department Department of Information Technology
Department No./ Budget Unit No. 0147 Org No. 1070 Agency No. 03

Action Requested: Add one (1) permanent full-time Network Administrator I (LNSA) at salary plan and grade level ZA5-1694 (\$6,834.43-\$8,307.29) to Department # 0147 Org # 1070. (Represented).

Proposed Effective Date: _____

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

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

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

Total annual cost \$135,560.00 Net County Cost \$0.00
Total this FY \$112,967.00 N.C.C. this FY \$0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT 100% User Fees

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

Marc Shorr

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

L. Strobel

9/25/2019

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE 10/16/2019

Add one (1) permanent full-time Network Administrator I (LNSA).

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

Effective: [X] Day following Board Action.

[] (Date)

Elizabeth Loud

10/16/2019

(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 [X] DISAPPROVED []

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

DATE Nov 12 2019

BY [Signature]

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:



Contra
Costa
County

To: Board of Supervisors
From: Marc Shorr, Chief Information Officer
Date: November 12, 2019

Subject: Cancel and add a position within the Department of Information Technology

RECOMMENDATION(S):

ADOPT Position Adjustment Resolution No. 25528 to cancel one (1) vacant permanent full-time Accountant I (SAWA) (represented) position #13033 at Salary Plan and Grade ZB5 1332 (\$4,775 -\$5,805) and add one (1) permanent full-time Account Clerk Supervisor (JDHD) (represented) position at Salary Plan and Grade level K6X 1340 (\$4,801 \$6,131) in the Department of Information Technology.

FISCAL IMPACT:

The action will result in a minimal annual cost increase of \$496. DoIT charges for all services and these charges include revenue generated from non-general fund departments and other public agencies.

BACKGROUND:

The Department of Information Technology (DoIT) is continuing its transformation to be more responsive in meeting the needs

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/12/2019** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: November 12, 2019

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

By: June McHuen, Deputy

Contact: Marc Shorr
925-608-4071

cc: Jessica Butterfield

BACKGROUND: (CONT'D)

of our customers. As we move toward achieving this goal a significant element is the need to adjust the organizational structure. This realignment and reassignment of resources is critical to ensure DoIT is more efficient and agile in delivering services; broadens the breadth and depth of IT skills and resources for innovation; and supports the recommendations of the Grand Jury Report (May 2018) by adding functions currently missing in DoIT.

This action will allow the department to more appropriately address staffing needs in the finance division.

CONSEQUENCE OF NEGATIVE ACTION:

If this request is not approved, DoIT will continue to operate in its current state, which will impact project delivery for current and future county wide projects; service delivery for daily operations; and limit DoIT's ability to be an innovative partner to County Departments.

CHILDREN'S IMPACT STATEMENT:

No direct impact on children.

AGENDA ATTACHMENTS

AIR 39832 P300 22528

MINUTES ATTACHMENTS

Signed P300 25528

POSITION ADJUSTMENT REQUEST

NO. 22528
DATE 9/25/2019

Department Department of Information Technology Department No./
Budget Unit No. 0147 Org No. 1050 Agency No. 03

Action Requested: Cancel one (1) vacant permanent full-time Accountant I (SAWA) position #13033 at salary plan and grade level ZB5-1332 (\$4,775-\$5,805) from Department #0147 Org # 1050. (Represented) Add one (1) permanent full-time Account Clerk Supervisor (JDHD) position at salary plan and grade level K6X-1340 (\$4,801-\$6,131) to Department # 0147 Org # 1050. (Represented)

Proposed Effective Date: _____

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

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

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

Total annual cost \$496.00 Net County Cost \$0.00
Total this FY \$413.00 N.C.C. this FY \$0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT 100% User Fees

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

Marc Shorr

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

L. Strobel

9/25/2019

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE 10/16/2019

Cancel one (1) vacant permanent full-time Accountant I (SAWA) position #13033. Add one (1) permanent full-time Account Clerk Supervisor (JDHD) position.

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

Effective: Day following Board Action.
 _____(Date)

Elizabeth Loud

10/16/2019

(for) Director of Human Resources

Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE _____

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

(for) County Administrator

BOARD OF SUPERVISORS ACTION:

Adjustment is APPROVED DISAPPROVED

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

DATE _____

BY _____

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

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

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

REQUEST FOR PROJECT POSITIONS

Department _____

Date 11/4/2019

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

POSITION ADJUSTMENT REQUEST

C.21

NO. 22528
DATE 9/25/2019

Department Department of Information Technology
Department No./ Budget Unit No. 0147 Org No. 1050 Agency No. 03

Action Requested: Cancel one (1) vacant permanent full-time Accountant I (SAWA) position #13033 at salary plan and grade level ZB5-1332 (\$4,775-\$5,805) from Department #0147 Org # 1050. (Represented) Add one (1) permanent full-time Account Clerk Supervisor (JDHD) position at salary plan and grade level K6X-1340 (\$4,801-\$6,131) to Department # 0147 Org # 1050. (Represented)

Proposed Effective Date: _____

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

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

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

Total annual cost \$496.00 Net County Cost \$0.00
Total this FY \$413.00 N.C.C. this FY \$0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT 100% User Fees

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

Marc Shorr

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

L. Strobel

9/25/2019

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE 10/16/2019

Cancel one (1) vacant permanent full-time Accountant I (SAWA) position #13033. Add one (1) permanent full-time Account Clerk Supervisor (JDHD) position.

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

Effective: [X] Day following Board Action.
[] (Date)

Elizabeth Loud

10/16/2019

(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 [X] DISAPPROVED []

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

DATE Nov 12 2019

BY [Signature]

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:



**Contra
Costa
County**

To: Board of Supervisors
From: David Twa, County Administrator
Date: November 12, 2019

Subject: Position Adjustment Request No. 22549 - Reallocate Salary Range of County Finance Director-Exempt

RECOMMENDATION(S):

ADOPT Position Adjustment Resolution No. 22549, effective December 1, 2019, reallocating the salary of the exempt classification of County Finance Director - Exempt (ADB6) (unrepresented) from a seven (7) to an eight (8) step class by adding a five (5) percent merit step to the top of the range, as recommended by the County Administrator.

FISCAL IMPACT:

This action has a current year fiscal impact of approximately \$11,000. The estimated annual cost of the reallocation is \$19,000. The additional cost is within the budget for the Department of the County Administrator.

BACKGROUND:

The attached resolution reallocates the salary of the classification of County Finance Director - Exempt by adding a five percent (5%) step to the top of the range.

CONSEQUENCE OF NEGATIVE ACTION:

The County could be detrimentally impacted by the potential loss of highly-trained personnel.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/12/2019** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: November 12, 2019

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

Contact: Dianne Dinsmore, Human Resources Director (925) 335-1766

By: June McHuen, Deputy

cc: Dianne Dinsmore, Human Resources Director

AGENDA ATTACHMENTS

P300 22549 County Finance Director Salary
Reallocation

MINUTES ATTACHMENTS

Signed P300 22549

POSITION ADJUSTMENT REQUEST

NO. 22549
DATE 10/22/2019

Department County Administrator Department No./
Budget Unit No. 0003 Org No. 1200 Agency No. A03

Action Requested: Effective December 1, 2019, reallocate the classification of County Finance Director-Exempt (ADB6) from 7 Steps, Salary Plan and Grade BD5 2566 (\$17,855-\$23,929) to 8 Steps, Salary Plan and Grade BD5 2566 (\$17,855-\$25,125) by adding one 5% merit step to the top of the range.

Proposed Effective Date: 11/1/2020

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 \$19,000.00 Net County Cost \$19,000.00
Total this FY \$11,000.00 N.C.C. this FY \$11,000.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT 100% County

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

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Daivd J. Twa, County Administrator 10/2/2019

Deputy County Administrator Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE 10/25/2019

Reallocate the salary of the County Finance Director-Exempt (ADB6) (unrepresented) classification from seven (7) Steps, Salary Plan and Grade BD5 2566 (\$17,855-\$23,929) to eight (8) Steps, Salary Plan and Grade BD5 2566 (\$17,855-\$25,125) by adding one 5% merit step to the top of the range.

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

Effective: Day following Board Action.
 12/1/19(Date)

Gladys Scott Reid 10/25/2019

(for) Director of Human Resources Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE 11/5/2019

Approve Recommendation of Director of Human Resources
 Disapprove Recommendation of Director of Human Resources
 Other: _____

David Twa

(for) County Administrator

BOARD OF SUPERVISORS ACTION:

Adjustment is APPROVED DISAPPROVED

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

DATE _____

BY _____

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

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

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

REQUEST FOR PROJECT POSITIONS

Department _____

Date 11/5/2019

No. xxxxxx

1. Project Positions Requested:

2. Explain Specific Duties of Position(s)

3. Name / Purpose of Project and Funding Source (do not use acronyms i.e. SB40 Project or SDSS Funds)

4. Duration of the Project: Start Date _____ End Date _____
Is funding for a specified period of time (i.e. 2 years) or on a year-to-year basis? Please explain.

5. Project Annual Cost
 - a. Salary & Benefits Costs: _____
 - b. Support Costs: _____
(services, supplies, equipment, etc.)
 - c. Less revenue or expenditure: _____
 - d. Net cost to General or other fund: _____

6. Briefly explain the consequences of not filling the project position(s) in terms of:
 - a. potential future costs
 - b. legal implications
 - c. financial implications
 - d. political implications
 - e. organizational implications

7. Briefly describe the alternative approaches to delivering the services which you have considered. Indicate why these alternatives were not chosen.

8. Departments requesting new project positions must submit an updated cost benefit analysis of each project position at the halfway point of the project duration. This report is to be submitted to the Human Resources Department, which will forward the report to the Board of Supervisors. Indicate the date that your cost / benefit analysis will be submitted

9. How will the project position(s) be filled?
 - a. Competitive examination(s)
 - b. Existing employment list(s) Which one(s)? _____
 - c. Direct appointment of:
 1. Merit System employee who will be placed on leave from current job
 2. Non-County employee

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

USE ADDITIONAL PAPER IF NECESSARY

POSITION ADJUSTMENT REQUEST

C.22

NO. 22549
DATE 10/22/2019

Department County Administrator
Department No./ Budget Unit No. 0003 Org No. 1200 Agency No. A03

Action Requested: Effective December 1, 2019, reallocate the classification of County Finance Director-Exempt (ADB6) from 7 Steps, Salary Plan and Grade BD5 2566 (\$17,855-\$23,929) to 8 Steps, Salary Plan and Grade BD5 2566 (\$17,855-\$25,125) by adding one 5% merit step to the top of the range.

Proposed Effective Date: 11/1/2020

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

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

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

Total annual cost \$19,000.00 Net County Cost \$19,000.00
Total this FY \$11,000.00 N.C.C. this FY \$11,000.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT 100% County

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

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Daivd J. Twa, County Administrator 10/2/2009
Deputy County Administrator Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS DATE 10/25/2019
Reallocate the salary of the County Finance Director-Exempt (ADB6) (unrepresented) classification from seven (7) Steps, Salary Plan and Grade BD5 2566 (\$17,855-\$23,929) to eight (8) Steps, Salary Plan and Grade BD5 2566 (\$17,855-\$25,125) by adding one 5% merit step to the top of the range.

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

Effective: [] Day following Board Action.
[X] 12/1/19(Date)

Gladys Scott Reid 10/25/2019
(for) Director of Human Resources Date

COUNTY ADMINISTRATOR RECOMMENDATION: DATE 11/5/2019
[X] Approve Recommendation of Director of Human Resources
[] Disapprove Recommendation of Director of Human Resources
[] Other:
David Twa
(for) County Administrator

BOARD OF SUPERVISORS ACTION: David J. Twa, Clerk of the Board of Supervisors and County Administrator
Adjustment is APPROVED [X] -DISAPPROVED []

DATE Nov 12 2019

BY [Signature]

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:



Contra Costa County

To: Board of Supervisors
 From: Robin Lipetzky, Public Defender
 Date: November 12, 2019

Subject: Philanthropic Funding for Stand Together Contra Costa

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Public Defender, or designee, to accept funding from philanthropic organizations, in an aggregate amount of \$455,000, to support Contra Costa's "Stand Together Contra Costa" program to support legal services for immigrants residing in Contra Costa County for the fiscal year of 2019-2020.

FISCAL IMPACT:

The County will receive several one-time grants in an aggregate amount of \$455,000. These funds are contingent on agreement by Contra Costa County to commit \$500,000 in County funds to support Stand Together Contra Costa in the fiscal year 2019/20. The project has an estimated operating cost of \$1,255,000 for the fiscal year 2019/20.

BACKGROUND:

On May 9, 2017, as part of the action to adopt the FY 2017/18 Recommended Budget, the Board of Supervisors referred to the Finance Committee for review and consideration a proposal for funding an immigrant legal due process and community services program in Contra Costa County.

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/12/2019** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: November 12, 2019

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

By: Laura Cassell, Deputy

Contact: 9253358019

cc:

BACKGROUND: (CONT'D)

>On September 19, 2017, the Board of Supervisors unanimously voted to establish the project, Stand Together Contra Costa, and approve \$500,000 in County funds to underwrite the project from January 1 - June 30, 2018 with options to provide \$500,000 in County funds annually for two additional one-year terms (FY 18/19 and FY 19/20), subject to both renewed private funding and satisfactory program performance. The program successfully launched on March 1, 2018. On July 23, 2019, the Board of Supervisors voted unanimously to authorize the Contra Costa Office of the Public Defender to enter into a contract with Catholic Charities of the Diocese of Oakland DBA Catholic Charities of the East Bay for the period from July 1, 2019 through June 30, 2020. The contract was executed on July 27, 2019.

Projected philanthropic funding includes the following:

Y & H Soda Foundation: \$100,000

The San Francisco Foundation: \$100,000

The California Endowment: \$50,000

East Bay Community Foundation: \$105,000

Firedoll Foundation: \$50,000

The Wallace E Gerbode Foundation: \$50,000

Total philanthropic funding: \$455,000

The remainder of the FY 2019/2020 budget for Stand Together Contra Costa (\$295,000) is funded through San Francisco Foundation grants made directly to Catholic Charities of the East Bay for general support of Stand Together Contra Costa in accordance with the Contract executed on July 27, 2019.

CONSEQUENCE OF NEGATIVE ACTION:

If not approved, the County will not be able to accept the private funds necessary to implement Stand Together Contra Costa, and immigrants residing in Contra Costa County will lose existing and future immigration legal services.



Contra
Costa
County

To: Board of Supervisors
From: John Kopchik, Director, Conservation & Development Department
Date: November 12, 2019

Subject: Authorization to Participate in and Apply for the SB 2 Planning Grants Program Funds

RECOMMENDATION(S):

ADOPT Resolution No. 2019/629 to:

1. AUTHORIZE the Department of Conservation and Development Director to apply for, and execute documents to accept, grant funds from the State of California's Senate Bill 2 (SB 2) Planning Grant Program (PGP), a non-competitive allocation, in an amount not to exceed \$310,000 to fund Department preparation, adoption, and implementation of plans, activities and programs approved by the State that streamline housing approvals and accelerate housing production, for the period March 28, 2019 through June 30, 2022;

2. ACKNOWLEDGE that the County will be subject to the terms and conditions included in the State of California Agreement (Standard Agreement).

FISCAL IMPACT:

100% State, no County match. This authorization by the Board of Supervisors is for the Department of Conservation and Development to apply for PGP non-competitive allocation funds from the State. All programs and activities proposed in the grant application will be funded by the grant.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: 11/12/2019 APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: November 12, 2019

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

By: Laura Cassell, Deputy

Contact: Kristen Lackey, (925)
674-7793

cc:

BACKGROUND:

In 2017, Governor Brown signed a 15-bill housing package aimed at addressing the state's housing shortage and high housing costs. Specifically, it included the Building Home and Jobs Act (SB 2, 2017), which establishes a \$75 recording fee on real estate documents to increase the supply of affordable homes in California. SB 2 directs the State Department of Housing and Community Development (HCD) to use 50 percent of the first year's revenue to establish a one-time program to provide financial assistance to local governments to update planning documents and land use ordinances, to streamline housing approvals and accelerate housing production, and provide on-going technical assistance to local governments.

Grant Requirements

To be eligible, local governments must have an adopted housing element found to be in substantial compliance by HCD and must have submitted the Annual Progress Report for the current year or prior year to HCD. The County meets this criteria. The proposed activities in the application, which can be retroactive to March 2019, must demonstrate a nexus to accelerating housing production, and must demonstrate consistency with State priorities. The PGP guidelines include the following Priority Policy Areas (PPA) that are automatically deemed to accelerate housing production: rezone to permit by-right, objective design and development standards, specific plans or form based codes coupled with California Environmental Quality Act (CEQA) streamlining, accessory dwelling units or other innovative building strategies, expediting processing, and housing related infrastructure financing and fee reduction strategies. For non-PPA activities, the County will be required to self-certify their consistency with State and other planning priorities such as Resources Protection, Affordability, Conservation, etc. The following are the projects to be included in the application:

General Plan and Zoning Ordinance Update

The Department of Conservation and Development (DCD) is currently working on the General Plan Update as the current General Plan only covers the period through 2020. This new effort to update the General Plan is underway and will include a Zoning Ordinance update. The intent is to simplify and consolidate the general plan and zoning ordinance land use designations and inconsistencies between the two. The update will address current trends on land use which may also include adaptive policies for housing development. The grant funds are intended to be applied towards a portion of the General Plan and Zoning Ordinance update efforts that relate to housing, density analysis, and land use designations. Completion of the General Plan update is expected by the end of 2020 and the Zoning Ordinance update is intended to be completed shortly thereafter. The update will provide simplification in the development potential of sites and streamline the review and approval process.

Accessory Dwelling Unit Ordinance Update

The County's Accessory Dwelling Unit Ordinance update includes activities that will update the existing Zoning Ordinance to meet the current state law requirements. Implementation of the update effort will include outreach, fee waivers, and DCD website enhancements.

Software and Electronic Permit Submittal Upgrades (PPA Qualified)

DCD is upgrading the existing electronic software systems in order to implement an electronic permit submittal system. The SB 2 funds will be applied towards the IT staff time required for the upgrades and updates to the existing system and joining different systems together to increase public access of information online, expand electronic application submittals, and commence with online processing of application and permits by June 2020.

SB 2 Funding Plan (PPA Qualified)

Develop a Funding Plan for anticipated funds generated by SB 2 in year two and beyond. In order to be eligible to receive future funding, local governments must adopt an HCD approved Funding Plan. The Funding Plan will outline the use of SB 2 funds including, but not limited to: low-income housing, moderate-income housing, homelessness programs, local matching funds to leverage State funding sources, and incentives for permitting new housing. The plan will include a comprehensive approach to County resources available for the development of affordable housing in the County, and evaluation of staffing levels necessary to apply for, implement and administer such programs. The County's Housing and Community Improvement Division will prepare the Funding Plan with the assistance of a consultant.

CONSEQUENCE OF NEGATIVE ACTION:

Inaction or negative action will prevent the County from receiving non-competitive grant funds up to \$310,000 from the State.

AGENDA ATTACHMENTS

Resolution 2019/629

MINUTES ATTACHMENTS

Signed Resolution No. 2019/629

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

Adopted this Resolution on 11/12/2019 by the following vote:

		John Gioia
		Candace Andersen
AYE:	<input checked="" type="checkbox"/>	Diane Burgis
		Karen Mitchoff
		Federal D. Glover
NO:	<input type="checkbox"/>	
ABSENT:	<input type="checkbox"/>	
ABSTAIN:	<input type="checkbox"/>	
RECUSE:	<input type="checkbox"/>	



Resolution No. 2019/629

AUTHORIZING APPLICATION FOR, AND RECEIPT OF, SB 2 PLANNING GRANT PROGRAM FUNDS

WHEREAS, the State of California, Department of Housing and Community Development (Department) has issued a Notice of Funding Availability (NOFA) dated March 28, 2019, for its Planning Grants Program (PGP); and

WHEREAS, the Board of Supervisors of the County of Contra Costa desires to submit a project application for the PGP program to accelerate the production of housing and will submit a 2019 PGP grant application as described in the Planning Grants Program NOFA and SB 2 Planning Grants Program Guidelines released by the Department for the PGP Program; and

WHEREAS, the Department is authorized to provide up to \$123 million under the SB 2 Planning Grants Program from the Building Homes and Jobs Trust Fund for assistance to Counties (as described in Health and Safety Code section 50470 et seq. (Chapter 364, Statutes of 2017 (SB 2)) related to the PGP Program.

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF CONTRA COSTA RESOLVES AS FOLLOWS:

SECTION 1. The County Board of Supervisors is hereby authorized and directed to apply for and submit to the Department the 2019 Planning Grants Program application in the amount of \$310,000.

SECTION 2. In connection with the PGP grant, if the application is approved by the Department, the Department of Conservation and Development Director is authorized to enter into, execute, and deliver a State of California Agreement (Standard Agreement) for the amount of \$310,000, and any and all other documents required or deemed necessary or appropriate to evidence and secure the PGP grant, the County's obligations related thereto, and all amendments thereto (collectively, the "PGP Grant Documents").

SECTION 3. The County shall be subject to the terms and conditions as specified in the Standard Agreement, the SB 2 Planning Grants Program Guidelines, and any applicable PGP guidelines published by the Department. Funds are to be used for allowable expenditures as specifically identified in the Standard Agreement. The application in full is incorporated as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the application will be enforceable through the executed Standard Agreement. The County Board of Supervisors hereby agrees to use the funds for eligible uses in the manner presented in the application as approved by the Department and in accordance with the Planning Grants NOFA, the Planning Grants Program Guidelines, and 2019 Planning Grants Program Application.

SECTION 4. The Department of Conservation and Development Director or designee, is authorized to execute the County of Contra Costa Planning Grants Program application, the PGP Grant Documents, and any amendments thereto, on behalf of the County as required by the Department for receipt of the PGP Grant.

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

ATTESTED: November 12, 2019

Contact: Kristen Lackey, (925) 674-7793

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

By: Laura Cassell, Deputy

cc:

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

Adopted this Resolution on 11/12/2019 by the following vote:

		John Gioia
		Candace Andersen
AYE:	<input type="checkbox"/> 5	Diane Burgis
		Karen Mitchoff
		Federal D. Glover
NO:	<input type="checkbox"/> \	
ABSENT:	<input type="checkbox"/> \	
ABSTAIN:	<input type="checkbox"/> \	
RECUSE:	<input type="checkbox"/> \	



Resolution No. 2019/629

AUTHORIZING APPLICATION FOR, AND RECEIPT OF, SB 2 PLANNING GRANT PROGRAM FUNDS

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SECTION 3. The County shall be subject to the terms and conditions as specified in the Standard Agreement, the SB 2 Planning Grants Program Guidelines, and any applicable PGP guidelines published by the Department. Funds are to be used for allowable expenditures as specifically identified in the Standard Agreement. The application in full is incorporated as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the application will be enforceable through the executed Standard Agreement. The County Board of Supervisors hereby agrees to use the funds for eligible uses in the manner presented in the application as approved by the Department and in accordance with the Planning Grants NOFA, the Planning Grants Program Guidelines, and 2019 Planning Grants Program Application.

SECTION 4. The Department of Conservation and Development Director or designee, is authorized to execute the County of Contra Costa Planning Grants Program application, the PGP Grant Documents, and any amendments thereto, on behalf of the County as required by the Department for receipt of the PGP Grant.

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

ATTESTED: November 12, 2019

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

Contact: Kristen Lackey, (925) 674-7793

By: Laura Cassell, Deputy

cc:



**Contra
Costa
County**

To: Board of Supervisors

From: Matt Slattengren

Date: November 12, 2019

Subject: Agreement for Bee Safe Program

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Agricultural Commissioner, or designee, to execute an agreement with the California Department of Food and Agriculture in an amount not to exceed \$25,547 to reimburse the County for services for the Bee Safe Program for the period July 1, 2019 through June 30, 2020.

FISCAL IMPACT:

Approval of this agreement will provide reimbursement to the Agricultural Department in an amount not to exceed \$25,547. There is no county match of funds or grant money involved.

BACKGROUND:

Existing state law recognizes the importance of managed honeybees. Per the California Food and Agricultural Code (FAC), "a healthy and vibrant apiary industry is important to the economy and welfare of the people of the State of California." (FAC Division 13, Chapter 1, Article 1, Section 29000). The health of managed honeybees gained national attention in 2006 following an unsustainable, 50% overwinter loss rate of commercial honey bees. Continued honeybee losses can jeopardize not only commercial bee keepers, but the numerous crops that benefit from, or in the case of almonds, entirely depend on the honey bee.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/12/2019** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: November 12, 2019

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

By: Laura Cassell, Deputy

Contact: 608-6600

cc:

BACKGROUND: (CONT'D)

Recognizing the critical role of insect pollinators in producing the wide variety of fruit, vegetables, nuts and other crops that feed the nation and the world, federal funding was made available for conservation and research to improve health of honeybees and other key pollinators. A report from 2012 concluded that on-going honeybee losses were the result of the combined effects of four key honey bee stressors: Pests and parasites: nutrition and lack of forage: pesticide exposure; and genetics.

The main objectives of the Bee Safe Program are to reduce honeybee stressors through: improved apiary (a place where bees are kept), theft prevention efforts, decreased apiary pest pressure, decreased apiary stress due to pesticide exposure, and increased apiary foraging opportunities. County Agricultural Commissioners are granted authority identified in the Food and Agricultural Code to enforce various apiary and pest prevention laws (i.e. registration, identification, and placement of hives; inspection and abatement of pests) intended to ensure the vitality of the beekeeping industry and to prevent the introduction into or the spread within the state of pests.

CONSEQUENCE OF NEGATIVE ACTION:

A negative action would result in loss of revenue to the Department and a possible threat to the honey bee population not only in Contra Costa County, but statewide.



**Contra
Costa
County**

To: Board of Supervisors
From: Kathy Gallagher, Employment & Human Services Director
Date: November 12, 2019

Subject: California Department of Aging, Older American Act Funding, Amendment 1

RECOMMENDATION(S):

ACCEPT Resolution No. 2019/627 to approve and authorize the Employment and Human Services Director, or designee, to execute a contract amendment with California Department of Aging to increase the payment limit by \$181,969 to a new payment limit of \$4,928,778 with no change in term July 1, 2019 through June 30, 2020.

FISCAL IMPACT:

County to receive \$4,928,778, which includes Agreement AP-1920-07 Amendment 1 amount of \$181,969, from California Department of Aging. Funding is 12% State and 88% Federal. No County match is required.

BACKGROUND:

The Employment and Human Services Department, Area Agency on Aging, provides services to low income older County residents as defined by Title III and Title VII of the Older American Act. Services include, but are not limited to supportive services, ombudsman services, congregate meal sites, nutrition services, home delivered meals, disease prevention, family caregiver services, and elder abuse prevention services. Additional funding will enhance service delivery.

CONSEQUENCE OF NEGATIVE ACTION:

Without funding Older American Act services could not be provided.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/12/2019** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: November 12, 2019

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

By: Laura Cassell, Deputy

Contact: Elaine burres
608-4960

cc:

AGENDA ATTACHMENTS

Resolution 2019/627

MINUTES ATTACHMENTS

Signed Resolution No.

2019/627

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

Adopted this Resolution on 11/12/2019 by the following vote:

		John Gioia
		Candace Andersen
AYE:	<input type="text" value="5"/>	Diane Burgis
		Karen Mitchoff
		Federal D. Glover
NO:	<input type="text"/>	
ABSENT:	<input type="text"/>	
ABSTAIN:	<input type="text"/>	
RECUSE:	<input type="text"/>	



Resolution No. 2019/627

IN THE MATTER OF: California Department of Aging Older American Act Funding, Amendment 1.

WHEREAS, the Employment and Human Services Department, Area Agency on Aging, provides services to and receives funding from the California Department of Aging for services to low income older County residents, and

WHEREAS, services include supportive services, ombudsman services, congregate meal sites, nutrition services, home delivered meals, disease prevention, family caregiver services, and elder abuse prevention, and

WHEREAS, the California Department of Aging has made additional funding available to County for these services.

NOW, THEREFORE, BE IT RESOLVED: The Contra Costa County Board of Supervisors approve and authorize the Employment and Human Services Director, or designee, to execute a contract amendment (AP-1920-07) with California Department of Aging to increase the payment limit by \$181,969 to a total payment limit of \$4,928,778 for Older American Act services with no change in the term of July 1, 2019 through June 30, 2020.

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

ATTESTED: November 12, 2019

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

Contact: Elaine burres 608-4960

By: Laura Cassell, Deputy

cc:

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

Adopted this Resolution on 11/12/2019 by the following vote:

John Gioia
Candace Andersen
Diane Burgis
Karen Mitchoff
Federal D. Glover

AYE:

NO:

ABSENT:

ABSTAIN:

RECUSE:



Resolution No. 2019/627

IN THE MATTER OF: California Department of Aging Older American Act Funding, Amendment 1.

WHEREAS, the Employment and Human Services Department, Area Agency on Aging, provides services to and receives funding from the California Department of Aging for services to low income older County residents, and

WHEREAS, services include supportive services, ombudsman services, congregate meal sites, nutrition services, home delivered meals, disease prevention, family caregiver services, and elder abuse prevention, and

WHEREAS, the California Department of Aging has made additional funding available to County for these services.

NOW, THEREFORE, BE IT RESOLVED: The Contra Costa County Board of Supervisors approve and authorize the Employment and Human Services Director, or designee, to execute a contract amendment (AP-1920-07) with California Department of Aging to increase the payment limit by \$181,969 to a total payment limit of \$4,928,778 for Older American Act services with no change in the term of July 1, 2019 through June 30, 2020.

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

ATTESTED: November 12, 2019

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

Laura Cassell

By: Laura Cassell, Deputy

Contact: Elaine burres 608-4960

cc:



**Contra
Costa
County**

To: Board of Supervisors
From: Matt Slattengren
Date: November 12, 2019

Subject: 19-0620-000-SA Nursery Inspection Program

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Agricultural Commissioner, or designee, to execute an agreement with the California Department of Food and Agriculture to reimburse the County in an amount not to exceed \$869 for plant nursery inspections and related enforcement activities for the period July 1, 2019 through June 30, 2020.

FISCAL IMPACT:

Approval of this action will reimburse the County in an amount not to exceed \$869. There is no county match of funds nor are grant monies involved.

BACKGROUND:

This agreement provides reimbursement in an amount not to exceed \$869 for the departmental expenses incurred during the agreement period for visual surveys of nurseries and to enforce all laws and regulations pertaining to nursery stock, including licensing requirements in accordance with the Memorandum of Understanding between the California Department of Food and Agriculture (CDFA) and the California Agricultural Commissioner and Sealers Association (CACASA) entitle State-County Nursery Inspection Program. These visual inspections ensure that certain regulatory requirements of the plant nursery industry are met which protects consumes and stop and/or slow the spread of exotic invasive species that may be present on certain host material.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/12/2019** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: November 12, 2019

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

By: Laura Cassell, Deputy

Contact: 608-6600

cc:

CONSEQUENCE OF NEGATIVE ACTION:

A negative action would cause a loss in revenue for the department.



**Contra
Costa
County**

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: November 12, 2019

Subject: Grant Award #29-338-25 from the Department of Health Care Services, Children Medical Services

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to accept on behalf of the County Grant Award #29-338-25 with the Department of Health Care Services, Children Medical Services, to pay the County in an amount not to exceed \$1,522,480, for the Child Health and Disability Prevention (CHDP), the Health Care Program for Children in Foster Care (HCPCFC) and Psychotropic Medication Management and Monitoring Oversight (PMM&O) activities, for the period from July 1, 2019 through June 30, 2020.

FISCAL IMPACT:

Approval of this grant award will result in \$1,522,480 of funding from the California Department of Health Care Services for the CHDP, HCPCFC and PMM&O projects. A match of \$279,568 from the County General Fund is required.

BACKGROUND:

The CHDP Program carries out State mandates regarding early and periodic screening, diagnosis and treatment and case coordination of health and dental services for children on Medi-Cal or within the 200% poverty level. These services are federally required and consistent with approved standards of medical practice. The CHDP program is responsible for provider certifications, network and resource development, training,

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/12/2019** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: November 12, 2019

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

By: Laura Cassell, Deputy

Contact: Daniel Peddycord,
925-313-6712

BACKGROUND: (CONT'D)

outreach, care coordination, follow up and communications with medical and dental providers. This program works closely with community providers, other health related agencies, Managed Care, County Departments including Employment and Human Services, Probation, and Community Services as well as other Health Services Divisions to provide a wide variety of health related consultation services.

The goal of the Program is to provide access to Contra Costa County low income children for periodic wellness care, provide further diagnosis and treatment for medical and dental problems found, assist with enrollment into a comprehensive plan, provide case coordination, follow up, and liaison to various resources, and provide case management and payment for care for children ages 0-21. The HCPCFC program carries out federal and state mandates for children in foster care and the juvenile justice system. PMM&O provides administrative public health nursing oversight of psychotropic medications for children in foster care and the juvenile justice system.

On January 22, 2019, the Board of Supervisors approved Grant Award #29-338-24 with the Department of Health Care Services, Children Medical Services, for the period from July 1, 2018 through June 30, 2019.

Approval of Grant Award #29-338-25 is necessary for the continuation of this long standing state and federal funding that supports these ongoing Public Health Programs: CHDP, HCPCFC and PMM&O through June 30, 2020.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, the County will not receive funding to support the CHDP, HCPCFC and the PMM&O programs to comply with State and Federal requirements.



Contra
Costa
County

To: Board of Supervisors
From: John Kopchik, Director, Conservation & Development Department
Date: November 12, 2019

Subject: Approval of CDBG Loan Documents for Chesley Mutual Housing Rehabilitation Project in Richmond

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Conservation and Development Director, or designee, to execute legal documents associated with the loan of \$350,000 in Community Development Block Grant funds to finance the rehabilitation of Chesley Mutual Housing Rehabilitation Project in Richmond; and

1. FIND that the project is categorically exempt per Section 15194 of the California Environmental Quality Act (CEQA);
2. DIRECT the Director of Conservation and Development to file a Notice of Exemption for the Chesley Mutual Housing Rehabilitation Project with the County Clerk; and
3. DIRECT the Director of Conservation and Development, or designee, to arrange for payment of the \$50 handling fee to the County Clerk for filing such Notice of Exemption.

FISCAL IMPACT:

No General Fund impact. Community Development Block Grant funds are provided to the County on a formula allocation basis through the U.S. Department of Housing and Urban Development (HUD).

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: 11/12/2019 APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: November 12, 2019

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

By: Laura Cassell, Deputy

Contact: Kristen Lackey (925) 674-7888

cc:

BACKGROUND:

On July 18, 2017, the Board of Supervisors allocated \$350,000 in Community Development Block Grant (CDBG) funds to Chesley Avenue Limited Partnership, a limited partnership with Community Housing Development Corporation of North Richmond as the managing general partner. The funds were allocated in the form of a loan for the rehabilitation of Chesley Mutual Housing, a 15 year-old 30-unit affordable housing development located at 802 Chesley Avenue in Richmond (the “Project”). The CDBG funds will be used for replacement of hot water heaters, replacement of bathroom fixtures with energy efficient appliances, exterior painting, playground improvements, tree trimming and/or removal, and replacement of interior and exterior lighting.

The loan will have a three percent simple annual interest rate over a term of 45 years. There may be annual loan payments if the project has surplus cash flow. Otherwise, the loan is deferred for the 45 year term. Coterminous with the loan term, the County will enter in to a Regulatory Agreement with Chesley Avenue Limited Partnership to restrict 29 of the units at the following levels of affordability:

Number of Bedrooms	Quantity	Affordability Level	CDBG assisted units
2	1	30%	1
2	2	40%	2
2	5	50%	5
3	1	30%	1
3	5	40%	5
3	15	50%	15
2	<u>1</u>	Manager’s Unit	
Total	30		29

The CDBG Loan Agreement, CDBG Promissory Note, Deed of Trust, and Regulatory Agreement and Declaration of Restrictive Covenants are attached in their substantially final form and will be executed in a form approved by County Counsel. The CDBG loan will be subordinate to the existing debt on the project including bond loan, City loan, City Redevelopment Loan and AHP loan, and the County may be requested to sign estoppel agreements to that effect. This action of the Board includes authorization of the DCD Director to execute estoppel and subordination agreements consistent with the subordination terms included in the Development Loan Agreement.

National Environmental Policy Act (NEPA): CDBG projects are subject to NEPA and 24 CFR Part 58 review. The NEPA review for this project has been completed.

CONSEQUENCE OF NEGATIVE ACTION:

Without the approval and execution of the CDBG legal documents, the rehabilitation will not be done and the property will suffer from deferred maintenance.

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.

ATTACHMENTS

Chesley CDBG Reg Agr

Chesley Deed of Trust

Chesley Promissory Note

Chesley CDBG Loan Agr

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Contra Costa County
Department of Conservation and Development
30 Muir Road
Martinez, CA 94553
Attn: Assistant Deputy Director

No fee for recording pursuant to
Government Code Section 27383

REGULATORY AGREEMENT AND
DECLARATION OF RESTRICTIVE COVENANTS
Chesley Mutual Housing
(CDBG Funds)

This Regulatory Agreement and Declaration of Restrictive Covenants (the "Regulatory Agreement") is dated April 1, 2019 and is between the County of Contra Costa, a political subdivision of the State of California (the "County"), and Chesley Avenue Limited Partnership, a California limited partnership ("Borrower").

RECITALS

A. Defined terms used but not defined in these recitals are as defined in Article 1 of this Regulatory Agreement.

B. The County has received Community Development Block Grant Program ("CDBG") funds from the United States Department of Housing and Urban Development ("HUD") under Title I of the Housing and Community Development Act of 1974 (42 USC 5301, et seq.), as amended ("CDBG Funds"). The CDBG Funds must be used by the County in accordance with 24 C.F.R. Part 570.

C. Borrower is the owner of the real property commonly known as 802 Chesley Avenue, located in the County of Contra Costa, State of California, as more particularly described in Exhibit A (the "Property"). Borrower intends to rehabilitate the thirty (30) multifamily housing units currently existing on the Property, twenty-nine (29) of which will be for rental to extremely low and very low income households, including one (1) manager's unit (the "Development"). The Development, as well as all landscaping, roads and parking spaces on the Property and any additional improvements on the Property, are the "Improvements".

D. Pursuant to a CDBG Loan Agreement by and between the County and Borrower of even date herewith (the "Loan Agreement"), the County is lending Borrower Three Hundred Fifty Thousand Dollars (\$350,000) of CDBG Funds (the "Loan").

E. The County has the authority to lend the Loan to Borrower pursuant to Government Code Section 26227, which authorizes counties to spend county funds for programs that will further a county's public purposes. In addition, the County has the authority to loan the CBDG Funds pursuant to 24 C.F.R. 570.202.

F. The County has agreed to make the Loan on the condition that Borrower maintain and operate the Development in accordance with restrictions set forth in this Regulatory Agreement, and in the related documents evidencing the Loan.

G. In consideration of receipt of the Loan at an interest rate substantially below the market rate, Borrower agrees to observe all the terms and conditions set forth below.

The parties therefore agree as follows:

AGREEMENT

ARTICLE 1 DEFINITIONS

1.1 Definitions.

The following terms have the following meanings:

- (a) "Actual Household Size" means the actual number of persons in the applicable household.
- (b) "Adjusted Income" includes income from all persons in the household, including nonrelated individuals; Adjusted Income will be calculated using the methods to calculate income adopted by the TCAC.
- (c) "CDBG" has the meaning set forth in Paragraph B of the Recitals.
- (d) "CDBG Funds" has the meaning set forth in Paragraph B of the Recitals.
- (e) "Completion Date" means the date of completion of the rehabilitation of the Improvements as evidenced by a building permit sign-off or equivalent document issued by the County.
- (f) "County-Assisted Units" means the twenty-nine (29) units within the Development designated as assisted pursuant to this Regulatory Agreement.
- (g) "Deed of Trust" means the Deed of Trust with Assignment of Rents, Security Agreement and Fixture Filing of even date herewith by and among Borrower, as trustor, Old Republic Title Company, as trustee, and the County, as beneficiary, that encumbers the Property to secure repayment of the Loan and Borrower's performance of the Loan Documents.

- (h) "Development" has the meaning set forth in Paragraph D of the Recitals.
- (i) "Existing Tenants" means the tenants that occupy the Units on the date of Borrower's acquisition of the Property.
- (j) "Extremely Low Income Household" means a household with an income that does not exceed the "30% Income Level" as published by TCAC, or if TCAC does not publish such levels, a household with an Adjusted Income that does not exceed thirty percent (30%) of Area Median Income.
- (k) "Extremely Low Income Rent" means the maximum rent published by TCAC for an Extremely Low Income Household in Contra Costa County for the applicable bedroom size.
- (l) "Extremely Low Income Units" means the Units which, pursuant to Section 2.1(a) below, are required to be occupied by Extremely Low Income Households.
- (m) "Forty Percent Income Household" means a household with an income that does not exceed the "40% Income Level" as published by TCAC, or if TCAC does not publish such levels, a household with an Adjusted Income that does not exceed forty percent (40%) of Area Median Income.
- (n) "Forty Percent Income Rent" means the maximum rent published by TCAC for a Forty Percent Income Household in Contra Costa County for the applicable bedroom size.
- (o) "Forty Percent Income Units" means the Units which, pursuant to Section 2.1(b) below, are required to be occupied by Forty Percent Income Households.
- (p) "HUD" has the meaning set forth in Paragraph B of the Recitals.
- (q) "Improvements" has the meaning set forth in Paragraph C of the Recitals.
- (r) "Loan" has the meaning set forth in Paragraph D of the Recitals.
- (s) "Loan Agreement" has the meaning set forth in Paragraph D of the Recitals.
- (t) "Loan Documents" means the documents evidencing the Loan including this Regulatory Agreement, the Note, the Loan Agreement, and the Deed of Trust.
- (u) "Low Income Household" means a household with an income that does not exceed the "60% Income Level" as published by TCAC, or if TCAC does not publish such levels, a household with an Adjusted Income that does not exceed sixty percent (60%) of Area Median Income.
- (v) "Maintenance Standards" has the meaning set forth in Section 5.6 (a).

(w) "Median Income" means the median gross yearly income, adjusted for Actual Household Size as specified herein, in the County of Contra Costa, California, as published from time to time by HUD. In the event that such income determinations are no longer published, or are not updated for a period of at least eighteen (18) months, the County shall provide Borrower with other income determinations that are reasonably similar with respect to methods of calculation to those previously published by HUD.

(x) "Note" means the promissory note that evidences Borrower's obligation to repay the Loan, as such may be amended from time to time.

(y) "Property" has the meaning set forth in Paragraph C of the Recitals.

(z) "Regulatory Agreement" has the meaning set forth in the first paragraph of this Regulatory Agreement.

(aa) "Rent" means the total monthly payments by the Tenant of a Unit for the following: use and occupancy of the Unit and land and associated facilities; any separately charged fees or service charges assessed by Borrower which are customarily charged in rental housing and required of all Tenants, other than security deposits; an allowance for the cost of an adequate level of service for utilities paid by the Tenant, including garbage collection, sewer, water, electricity, gas and other heating, cooking and refrigeration fuel, but not telephone service or cable TV; and any other interest, taxes, fees or charges for use of the land or associated facilities and assessed by a public or private entity other than Borrower, and paid by the Tenant.

(bb) "TCAC" means the California Tax Credit Allocation Committee.

(cc) "Tenant" means the tenant household that occupies a Unit in the Development.

(dd) "Term" means the period of time that commences on the date of this Regulatory Agreement, and expires, unless sooner terminated in accordance with this Regulatory Agreement, on the forty-fifth (45th) anniversary of the Completion Date; provided, however, if a record of the Completion Date cannot be located or established, the Term will expire on the forty-sixth (46th) anniversary of this Regulatory Agreement

(ee) "Unit(s)" means one (1) or more of the units in the Development.

(ff) "Very Low Income Household" means a household with an income that does not exceed the "50% Income Level" as published by TCAC, or if TCAC does not publish such levels, a household with an Adjusted Income that does not exceed fifty percent (50%) of Area Median Income.

(gg) "Very Low Income Rent" means the maximum rent published by TCAC for a Very Low Income Household in Contra Costa County for the applicable bedroom size.

(hh) "Very Low Income Units" means the Units which, pursuant to Section 2.1(c) below, are required to be occupied by Very Low Income Households.

ARTICLE 2
AFFORDABILITY AND OCCUPANCY COVENANTS

2.1 Occupancy Requirements.

(a) Extremely Low Income Units. During the Term, Borrower shall cause two (2) Units to be rented to and occupied by or, if vacant, available for occupancy by, Extremely Low Income Households.

(b) Forty Percent Income Units. During the Term, Borrower shall cause seven (7) Units to be rented to and occupied by or, if vacant, available for occupancy by, Forty Percent Income Households.

(c) Very Low Income Units. During the Term, Borrower shall cause twenty (20) Units to be rented to occupied by or, if vacant, available for occupancy, by Very Low Income Households

(d) Intermingling of Units. Borrower shall cause the County-Assisted Units to be intermingled throughout the Development and of comparable quality to all other Units. All Tenants must have equal access to and enjoyment of all common facilities in the Development. Subject to Subsection (f) below, the County-Assisted Units must be of the bedroom size set forth in the following chart.

	Extremely Low Income	Forty Percent Income	Very Low Income	Manager's Units
Two-Bd. Units	1	2	5	1
Three-Bd. Units	1	5	15	
Total	2	7	20	1

(e) Disabled Persons Occupancy. Borrower shall rehabilitate and operate the Development in compliance with all applicable federal and state disabled persons accessibility requirements including but not limited to the Federal Fair Housing Act; Section 504 of the Rehabilitation Act of 1973; Title II and/or Title III of the Americans with Disabilities Act; and Title 24 of the California Code of Regulations (collectively, the "Accessibility Requirements"). In compliance with the Accessibility Requirements, if the rehabilitation is substantial as defined in 24 C.F.R. 8.23(a), a minimum of two (2) Units of all Units shall be rehabilitated to be fully accessible to households with a mobility impaired member and an additional one (1) Unit of all Units shall be rehabilitated to be fully accessible to hearing and/or visually impaired persons. Non-substantial alterations must comply with 24 C.F.R. 8.23(b). Borrower shall indemnify, hold harmless and defend (with counsel reasonably acceptable to the County) the County against any

claim for damages, compensation, fines, penalties or other amounts arising out of the failure or alleged failure of any person or entity (including Borrower, its architect, contractor and subcontractors) to construct the Development in accordance with the Accessibility Requirements. The requirements in this Subsection survive repayment of the Loan and the reconveyance of the Deed of Trust.

(f) Existing Tenants. Borrower shall provide the County a written report of the income and rent amount of all Existing Tenants within thirty (30) days of execution of this Agreement. Borrower shall not implement any rent increases for Existing Tenants without the approval of the County. Any Existing Tenant lawfully residing in the Development as of the date of this Agreement is entitled to remain a resident of the Development if such Tenant does not meet the income criteria of this Section 2.1. If and when such non-qualifying Existing Tenant voluntarily vacates the Unit, Borrower shall rent such Unit to an Extremely Low Income Household, Forty Percent Incomer Household, or Very Low Income Household, as necessary to meet the provisions of this Section.

2.2 Allowable Rent.

(a) Extremely Low Income Rent. Subject to the provisions of Section 2.4 below, the Rent paid by Tenants of Extremely Low Income Units may not exceed the Extremely Low Income Rent for the applicable bedroom size.

(b) Forty Percent Income Rent. Subject to the provisions of Section 2.4 below, the Rent paid by Tenants of Forty Percent Income Units may not exceed the Forty Percent Income Rent for the applicable bedroom size.

(c) Very Low Income Rent. Subject to the provisions of Section 2.4 below, the Rent paid by Tenants of Very Low Income Units may not exceed the Very Low Income Rent for the applicable bedroom size.

(d) No Additional Fees. Borrower may not charge any fee, other than Rent, to any Tenant of the County-Assisted Units for any housing or other services provided by Borrower.

(e) Income Calculation. In the event that TCAC no longer publishes the rent information that this Agreement contemplates that TCAC will publish, the County will provide Borrower with other rent determinations which are reasonably similar with respect to methods of calculation to those previously published by TCAC.

2.3 Rent Increases.

(a) Rent Amount. The County will provide Borrower with a schedule of maximum permissible Rents for the County-Assisted Units and the maximum monthly allowances for utilities and services (excluding telephone) annually.

(b) Rent Increases. All Rent increases for all County-Assisted Units are subject to County approval. No later than sixty (60) days prior to the proposed implementation

of any Rent increase affecting a County-Assisted Unit, Borrower shall submit to the County a schedule of any proposed increase in the Rent charged for County-Assisted Units. The Rent for such Units may be increased no more than once annually based upon the annual income certification described in Article 3. The County will disapprove a Rent increase if it violates the schedule of maximum permissible Rents for the County-Assisted Units provided to Borrower by the County, or is greater than a 5% increase over the previous year's Rent. Borrower shall give Tenants written notice at least thirty (30) days prior to any Rent increase, following completion of the County approval process set forth above.

2.4 Increased Income of Tenants.

(a) Increased Income above Extremely Low Income but below Low Income Limit. If, upon the annual certification of the income of a Tenant of an Extremely Low Income Unit, Borrower determines that the income of the Tenant has increased above the qualifying limit for an Extremely Low Income Household, but not above the qualifying income for a Low Income Household, the Tenant may continue to occupy the Unit and the Tenant's Rent will remain at the Extremely Low Income Rent. Borrower shall then rent the next available Unit to an Extremely Low Income Household to comply with the requirements of Section 2.1(a) above, at a Rent not exceeding the maximum Rent specified in Section 2.2(a), or re-designate another comparable Unit in the Development with an Extremely Low Income Household an Extremely Low Income Unit, to comply with the requirements of Section 2.1(a) above. Upon renting the next available Unit in accordance with Section 2.1(a) or re-designating another Unit in the Development as an Extremely Low Income Unit, the Unit with the over-income Tenant will no longer be considered a County-Assisted Unit.

(b) Increased Income above Forty Percent Income but below Low Income Limit. If, upon the annual certification of the income of a Tenant of a Forty Percent Income Unit, Borrower determines that the income of the Tenant has increased above the qualifying limit for a Forty Percent Income Household, but not above the qualifying income for a Low Income Household, the Tenant may continue to occupy the Unit and the Tenant's Rent will remain at the Forty Percent Income Rent. Borrower shall then rent the next available Unit to a Forty Percent Income Household to comply with the requirements of Section 2.1(b) above, at a Rent not exceeding the maximum Rent specified in Section 2.2(b), or re-designate another comparable Unit in the Development with a Forty Percent Income Household a Forty Percent Income Unit, to comply with the requirements of Section 2.1(b) above. Upon renting the next available Unit in accordance with Section 2.1(b) or re-designating another Unit in the Development as a Forty Percent Income Unit, the Unit with the over-income Tenant will no longer be considered a County-Assisted Unit.

(c) Increased Income above Very Low Income but below Low Income Limit. If, upon the annual certification of the income of a Tenant of a Very Low Income Unit, Borrower determines that the income of the Tenant has increased above the qualifying limit for a Very Low Income Household, but not above the qualifying income for a Low Income Household, the Tenant may continue to occupy the Unit and the Tenant's Rent will remain at the Very Low Income Rent. Borrower shall then rent the next available Unit to a Very Low Income Household to comply with the requirements of Section 2.1(c) above, at a Rent not exceeding the maximum

Rent specified in Section 2.2(c), or re-designate another comparable Unit in the Development with a Very Low Income Household a Very Low Income Unit, to comply with the requirements of Section 2.1(c) above. Upon renting the next available Unit in accordance with Section 2.1(c) or re-designating another Unit in the Development as a Very Low Income Unit, the Unit with the over-income Tenant will no longer be considered a County-Assisted Unit

(d) Non-Qualifying Household. If, upon the annual certification of the income a Tenant of a County-Assisted Unit, Borrower determines that the Tenant's income has increased above the qualifying limit for a Low Income Household, the Tenant may continue to occupy the Unit. Upon the expiration of such Tenant's lease, Borrower may:

(1) With sixty (60) days' advance written notice, increase such Tenant's Rent to one-twelfth (1/12) of thirty percent (30%) of the actual Adjusted Income of the Tenant; and

(2) Rent the next available Unit to an Extremely Low Income Household, Forty Percent Income Household, or Sixty Percent Income Household as applicable, to comply with the requirements of Section 2.1 above, at a Rent not exceeding the maximum Rent specified in Section 2.2, or designate another comparable Unit that is occupied by an Extremely Low Income Household, Forty Percent Income Household, or Sixty Percent Income Household, as applicable, as a County-Assisted Unit, to meet the requirements of Section 2.1 above. On the day that Borrower complies with Section 2.1 in accordance with this Section 2.4(d), the Unit with the over-income Tenant will no longer be considered a County-Assisted Unit.

(e) Termination of Occupancy. Upon termination of occupancy of a County-Assisted Unit by a Tenant, such Unit will be deemed to be continuously occupied by a household of the same income level as the initial income level of the vacating Tenant, until such Unit is reoccupied, at which time categorization of the Unit will be established based on the occupancy requirements of Section 2.1.

ARTICLE 3 INCOME CERTIFICATION; REPORTING; RECORDS

3.1 Income Certification. Borrower shall obtain, complete, and maintain on file, within sixty (60) days before expected occupancy and annually thereafter, income certifications from each Tenant renting any of the County-Assisted Units. Borrower shall make a good faith effort to verify the accuracy of the income provided by the applicant or occupying household, as the case may be, in an income certification. To verify the information, Borrower shall take two or more of the following steps: (i) obtain a pay stub for the most recent pay period; (ii) obtain an income tax return for the most recent tax year; (iii) conduct a credit agency or similar search; (iv) obtain an income verification form from the applicant's current employer; (v) obtain an income verification form from the Social Security Administration and/or the California Department of Social Services if the applicant receives assistance from either of such agencies; or (vi) if the applicant is unemployed and does not have a tax return, obtain another form of independent verification. Where applicable, Borrower shall examine at least two (2) months of relevant

source documentation. Copies of Tenant income certifications are to be available to the County upon request.

3.2 Reporting Requirements.

(a) Borrower shall submit to the County not later than forty-five (45) days after the close of each calendar year, or such other date as may be requested by the County, a report that includes the following data for each Unit and specifically identifies which Units are County-Assisted Units: (i) Tenant income, (ii) the number of occupants, (iii) the Rent, (iv) the number of bedrooms, and (v) the initial address of each Tenant. To demonstrate continued compliance with Section 2.1 Borrower shall cause each annual report after the initial report to include a record of any subsequent Tenant substitutions and any vacancies in County-Assisted Units that have been filled.

(b) Borrower shall submit to the County within forty-five (45) days after receipt of a written request, or such other time agreed to by the County, any other information or completed forms requested by the County in order to comply with reporting requirements of HUD, the State of California, and the County.

3.3 Tenant Records. Borrower shall maintain complete, accurate and current records pertaining to income and household size of Tenants. All Tenant lists, applications and waiting lists relating to the Development are to be at all times: (i) separate and identifiable from any other business of Borrower, (ii) maintained as required by the County, in a reasonable condition for proper audit, and (iii) subject to examination during business hours by representatives of the County. Borrower shall retain copies of all materials obtained or produced with respect to occupancy of the Units for a period of at least five (5) years. The County may examine and make copies of all books, records or other documents of Borrower that pertain to the Development.

3.4 Development Records.

(a) Borrower shall keep and maintain at the principal place of business of the Borrower set forth in Section 6.11 below, or elsewhere with the County's written consent, full, complete and appropriate books, records and accounts relating to the Development. Borrower shall cause all books, records and accounts relating to its compliance with the terms, provisions, covenants and conditions of the Loan Documents to be kept and maintained in accordance with generally accepted accounting principles consistently applied, and to be consistent with requirements of this Regulatory Agreement. Borrower shall cause all books, records, and accounts to be open to and available for inspection and copying by HUD, the County, its auditors or other authorized representatives at reasonable intervals during normal business hours. Borrower shall cause copies of all tax returns and other reports that Borrower may be required to furnish to any government agency to be open for inspection by the County at all reasonable times at the place that the books, records and accounts of Borrower are kept. Borrower shall preserve such records for a period of not less than five (5) years after their creation in compliance with all HUD records and accounting requirements. If any litigation, claim, negotiation, audit exception, monitoring, inspection or other action relating to the use of the Loan is pending at the end of the record retention period stated herein, then Borrower shall retain the records until such action and all related issues are resolved. Borrower shall cause the records to include all invoices, receipts,

and other documents related to expenditures from the Loan funds. Borrower shall cause records to be accurate and current and in a form that allows the County to comply with the record keeping requirements contained in 24 C.F.R. 570.506. Such records are to include but are not limited to:

- (i) Records providing a full description of the activities undertaken with the use of the Loan funds;
- (ii) Records demonstrating the eligibility of activities under the CDBG regulations set forth in 24 C.F.R. 570 et seq., and that use of the CDBG Funds meets one of the national objectives of the CDBG program set forth in 24 C.F.R. Section 570.208;
- (iii) Records demonstrating compliance with the HUD property standards and lead-based paint requirements and the maintenance requirements set forth in Section 5.6;
- (iv) Records documenting compliance with the fair housing, equal opportunity, and affirmative fair marketing requirements;
- (v) Financial records as required by 24 C.F.R. 570.502 and 2 C.F.R. Part 200;
- (vi) Records demonstrating compliance with the CDBG marketing, tenant selection, affordability, and income requirements;
- (vii) Records demonstrating compliance with MBE/WBE requirements;
- (viii) Records demonstrating compliance with 24 C.F.R. Part 135 which implements Section 3 of the Housing Development Act of 1968;
- (ix) Records demonstrating compliance with applicable relocation requirements, which must be retained for at least five (5) years after the date by which persons displaced from the property have received final payments;
- (x) Records demonstrating compliance with labor requirements including certified payrolls from Borrower's general contractor evidencing that applicable prevailing wages have been paid; and

(b) The County shall notify Borrower of any records it deems insufficient. Borrower has fifteen (15) calendar days after the receipt of such a notice to correct any deficiency in the records specified by the County in such notice, or if a period longer than fifteen (15) days is reasonably necessary to correct the deficiency, then Borrower must begin to correct the deficiency within fifteen (15) days and correct the deficiency as soon as reasonably possible.

ARTICLE 4
OPERATION OF THE DEVELOPMENT

4.1 Residential Use. Borrower shall operate the Development for residential use only. No part of the Development may be operated as transient housing.

4.2 Compliance with Loan Documents and Program Requirements. Borrower's actions with respect to the Property shall at all times be in full conformity with: (i) all requirements of the Loan Documents; (ii) all requirements imposed on projects assisted with CDBG Funds as contained in 42 U.S.C. 5301, et seq., 24 C.F.R. Part 570, and other implementing rules and regulations; and (iii) any other regulatory requirements imposed on the Development.

4.3 Lease Provisions. In newly leasing the Units within the Development, Borrower shall use a form of lease approved by the County. Borrower's form of lease must include any provisions necessary to comply with the requirements of the Violence Against Women Reauthorization Act of 2013 (Pub. L. 113-4, 127 Stat. 54) applicable to HUD-funded programs. The form of lease must comply with all requirements of this Regulatory Agreement, the other Loan Documents and must, among other matters:

(a) Provide for termination of the lease for failure to: (i) provide any information required under this Regulatory Agreement or reasonably requested by Borrower to establish or recertify the Tenant's qualification, or the qualification of the Tenant's household, for occupancy in the Development in accordance with the standards set forth in this Regulatory Agreement, or (ii) qualify an Extremely Low Income Household, Forty Percent Income Household, or Sixty Percent Income Household as a result of any material misrepresentation made by such Tenant with respect to the income computation.

(b) Be for an initial term of not less than one (1) year, unless by mutual agreement between the Tenant and Borrower, and provide for no increase in Rent during such year. After the initial year of tenancy, the lease may be month-to-month by mutual agreement of Borrower and the Tenant. Notwithstanding the above, any rent increases are subject to the requirements of Section 2.3 above.

(c) Include a provision that requires a Tenant who is residing in a Unit required to be accessible pursuant to Section 2.1(e) and who is not in need of an accessible Unit to move to a non-accessible Unit when a non-accessible Unit becomes available and another Tenant or prospective Tenant is in need of an accessible Unit.

4.4 Lease Termination. Any termination of a lease or refusal to renew a lease for a County-Assisted Unit within the Development must be in conformance with the requirements of the Violence Against Women Reauthorization Act of 2013 (Pub. L. 113-4, 127 Stat. 54) applicable to HUD-funded programs, and must be preceded by not less than sixty (60) days written notice to the Tenant by Borrower specifying the grounds for the action.

4.5 CDBG Requirements.

(a) Borrower shall comply with all applicable laws and regulations governing the use of the CDBG Funds as set forth in 24 C.F.R. Part 570. In the event of any conflict between this Regulatory Agreement and applicable laws and regulations governing the use of the Loan funds, the applicable laws and regulations govern.

(b) The laws and regulations governing the use of the Loan funds include (but are not limited to) the following:

(i) Environmental and Historic Preservation. 24 C.F.R. Part 58, which prescribes procedures for compliance with the National Environmental Policy Act of 1969 (42 U.S.C. 4321-4361), and the additional laws and authorities listed at 24 C.F.R. 58.5;

(ii) Applicability of Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The applicable policies, guidelines, and requirements of 2 C.F.R. Part 200;

(iii) Debarred, Suspended or Ineligible Contractors. The prohibition on the use of debarred, suspended, or ineligible contractors set forth in 24 C.F.R. Part 24;

(iv) Civil Rights, Housing and Community Development, and Age Discrimination Acts. The Fair Housing Act (42 U.S.C. 3601 et seq.) and implementing regulations at 24 C.F.R. Part 100; Title VI of the Civil Rights Act of 1964 as amended; Title VIII of the Civil Rights Act of 1968 as amended; Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended; Section 504 of the Rehabilitation Act of 1973 (29 USC 794, et seq.); the Age Discrimination Act of 1975 (42 USC 6101, et seq.); Executive Order 11063 as amended by Executive Order 12259 and implementing regulations at 24 C.F.R. Part 107; Executive Order 11246 as amended by Executive Orders 11375, 12086, 11478, 12107; Executive Order 11625 as amended by Executive Order 12007; Executive Order 12432; Executive Order 12138 as amended by Executive Order 12608;

(v) Lead-Based Paint. The requirement of the Lead-Based Paint Poisoning Prevention Act, as amended (42 U.S.C. 4821 et seq.), the Residential Lead-Based Paint Hazard Reduction Act (42 U.S.C. 4851 et seq.), and implementing regulations at 24 C.F.R. Part 35;

(vi) Relocation. The requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601, et seq.), and implementing regulations at 49 C.F.R. Part 24; Section 104(d) of the Housing and Community Development Act of 1974 and implementing regulations at 24 C.F.R. 42 et seq.; 24 C.F.R. 570.606; and California Government Code Section 7260 et seq. and implementing regulations at 25 California Code of Regulations Sections 6000 et seq. If and to the extent that development of the Development results in the permanent or temporary displacement of residential tenants, homeowners, or businesses, then Borrower shall comply with all applicable local, state, and federal statutes and regulations with respect to relocation planning, advisory assistance, and payment of monetary benefits. Borrower shall prepare and submit a relocation plan to the

County for approval. Borrower is solely responsible for payment of any relocation benefits to any displaced persons and any other obligations associated with complying with such relocation laws. Borrower shall indemnify, defend (with counsel reasonably chosen by the County), and hold harmless the County against all claims that arise out of relocation obligations to residential tenants, homeowners, or businesses permanently or temporarily displaced by the Development;

(vii) Discrimination against the Disabled. The requirements of the Fair Housing Act (42 U.S.C. 3601 et seq.) and implementing regulations at 24 C.F.R. Part 100; Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), and federal regulations issued pursuant thereto, which prohibit discrimination against the disabled in any federally assisted program, the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and the applicable requirements of Title II and/or Title III of the Americans with Disabilities Act of 1990 (42 U.S.C. 12131 et seq.), and federal regulations issued pursuant thereto;

(viii) Clean Air and Water Acts. The Clean Air Act, as amended, 42 U.S.C. 7401 et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 C.F.R. Part 1500, as amended from time to time;

(ix) Uniform Administrative Requirements. The provisions of 24 C.F.R. 570.502 regarding cost and auditing requirements;

(x) Training Opportunities. The requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u ("Section 3"), requiring that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and agreements for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in, the areas of the project. Borrower agrees to include the following language in all subcontracts executed under this Regulatory Agreement:

(1) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(2) The parties to this contract agree to comply with HUD's regulations in 24 C.F.R. Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

(3) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause; and will post copies of the notice in

conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference; shall set forth minimum number and job titles subject to hire; availability of apprenticeship and training positions; the qualifications for each; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

(4) The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. Part 135.

(5) The contractor will certify that any vacant employment positions, including training positions, that are filled (A) after the contractor is selected but before the contract is executed, and (B) with persons other than those to whom the regulations of 24 C.F.R. Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 C.F.R. Part 135.

(6) Noncompliance with HUD's regulations in 24 C.F.R. Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

(7) With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

(xi) Labor Standards. The labor requirements set forth in 24 C.F.R. Section 570.603; the prevailing wage requirements of the Davis-Bacon Act and implementing rules and regulations (40 U.S.C. 3141-3148); the Copeland "Anti-Kickback" Act (40 U.S.C. 276(c)) which requires that workers be paid at least once a week without any deductions or rebates except permissible deductions; the Contract Work Hours and Safety Standards Act – CWHSSA (40 U.S.C. 3701-3708) which requires that workers receive "overtime" compensation at a rate of 1-1/2 times their regular hourly wage after they have worked forty (40) hours in one (1) week; and Title 29, Code of Federal Regulations, Subtitle A, Parts 1, 3 and 5 are the regulations and procedures issued by the Secretary of Labor for the administration and enforcement of the Davis-Bacon Act, as amended;

(xii) Drug Free Workplace. The requirements of the Drug Free Workplace Act of 1988 (P.L. 100-690) and implementing regulations at 24 C.F.R. Part 24;

(xiii) Anti-Lobbying; Disclosure Requirements. The disclosure requirements and prohibitions of 31 U.S.C. 1352 and implementing regulations at 24 C.F.R. Part 87;

(xiv) Historic Preservation. The historic preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. Section 470) and the procedures set forth in 36 C.F.R. Part 800. If archeological, cultural, or historic period resources are discovered during construction, all construction work must come to a halt and Borrower shall immediately notify the County. Borrower shall not shall alter or move the discovered material(s) until all appropriate procedures for "post-review discoveries" set forth in Section 106 of the National Historic Preservation Act have taken place, which include, but are not limited to, consultation with the California State Historic Preservation Officer and evaluation of the discovered material(s) by a qualified professional archeologist;

(xv) Flood Disaster Protection. The requirements of the Flood Disaster Protection Act of 1973 (P.L. 93-234) (the "Flood Act"). No portion of the assistance provided under this Agreement is approved for acquisition or construction purposes as defined under Section 3(a) of the Flood Act, for use in an area identified by HUD as having special flood hazards which is not then in compliance with the requirements for participation in the national flood insurance program pursuant to Section 201(d) of the Flood Act. The use of any assistance provided under this Agreement for such acquisition or construction in such identified areas in communities then participating in the National Flood Insurance Program is subject to the mandatory purchase of flood insurance requirements of Section 102(a) of the Flood Act. If the Property is located in an area identified by HUD as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq., the property owner and its successors or assigns must obtain and maintain, during the ownership of the Property, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(s) of the Flood Act. Such provisions are required notwithstanding the fact that the construction on the Property is not itself funded with assistance provided under this Agreement;

(xvi) Religious Organizations. If the Borrower is a religious organization, as defined by the CDBG requirements, the Borrower shall comply with all conditions prescribed by HUD for the use of CDBG Funds by religious organizations, including the First Amendment of the United States Constitution regarding church/state principles and the applicable constitutional prohibitions set forth in 24 C.F.R. 570.200(j);

(xvii) Violence Against Women. The requirements of the Violence Against Women Reauthorization Act of 2013 (Pub. L. 113-4, 127 Stat. 54) applicable to HUD-funded programs;

(xviii) Conflict of Interest. The conflict of interest provisions set forth in 24 C.F.R. 570.611; and

(xix) HUD Regulations. Any other HUD regulations present or as may be amended, added, or waived in the future pertaining to the Loan funds.

ARTICLE 5 PROPERTY MANAGEMENT AND MAINTENANCE

5.1 Management Responsibilities. Borrower is responsible for all management functions with respect to the Development, including without limitation the selection of Tenants, certification and recertification of household size and income, evictions, collection of rents and deposits, maintenance, landscaping, routine and extraordinary repairs, replacement of capital items, and security. The County has no responsibility for management of the Development. Borrower shall retain a professional property management company approved by the County in its reasonable discretion to perform Borrower's management duties hereunder. An on-site property manager is also required.

5.2 Management Agent. Borrower shall cause the Development to be managed by an experienced management agent reasonably acceptable to the County, with a demonstrated ability to operate residential facilities like the Development in a manner that will provide decent, safe, and sanitary housing (the "Management Agent"). The County has approved Eden Housing Management, Inc. as the Management Agent. Borrower shall submit for the County's approval the identity of any proposed subsequent management agent. Borrower shall also submit such additional information about the background, experience and financial condition of any proposed management agent as is reasonably necessary for the County to determine whether the proposed management agent meets the standard for a qualified management agent set forth above. If the proposed management agent meets the standard for a qualified management agent set forth above, the County shall approve the proposed management agent by notifying Borrower in writing. Unless the proposed management agent is disapproved by the County within thirty (30) days, which disapproval is to state with reasonable specificity the basis for disapproval, it shall be deemed approved.

5.3 Periodic Performance Review. The County reserves the right to conduct an annual (or more frequently, if deemed necessary by the County) review of the management practices and financial status of the Development. The purpose of each periodic review will be to enable the County to determine if the Development is being operated and managed in accordance with the requirements and standards of this Regulatory Agreement. Borrower shall cooperate with the County in such reviews.

5.4 Replacement of Management Agent. If, as a result of a periodic review, the County determines in its reasonable judgment that the Development is not being operated and managed in accordance with any of the material requirements and standards of this Regulatory Agreement, the County shall deliver notice to Borrower of its intention to cause replacement of the Management Agent, including the reasons therefor. Within fifteen (15) days after receipt by Borrower of such written notice, the County staff and Borrower shall meet in good faith to consider methods for improving the financial and operating status of the Development, including, without limitation, replacement of the Management Agent.

If, after such meeting, County staff recommends in writing the replacement of the Management Agent, Borrower shall promptly dismiss the then-current Management Agent, and shall appoint as the Management Agent a person or entity meeting the standards for a management agent set forth in Section 5.2 above and approved by the County pursuant to Section 5.2 above.

Any contract for the operation or management of the Development entered into by Borrower shall provide that the Management Agent may be dismissed and the contract terminated as set forth above. Failure to remove the Management Agent in accordance with the provisions of this Section constitutes a default under this Regulatory Agreement, and the County may enforce this provision through legal proceedings as specified in Section 6.4 below.

5.5 Approval of Management Policies. Borrower shall submit its written management policies with respect to the Development to the County for its review, and shall amend such policies in any way necessary to ensure that such policies comply with the provisions of this Regulatory Agreement.

5.6 Property Maintenance.

(a) Borrower shall maintain, for the entire Term of this Regulatory Agreement, all interior and exterior Improvements, including landscaping in decent, safe and sanitary condition, and in good condition and repair, in accordance with the maintenance standards provided by the County (the "Maintenance Standards"). Borrower shall cause the Development to be: (i) maintained in accordance with all applicable laws, rules, ordinances, orders and regulations of all federal, state, county, municipal, and other governmental agencies and bodies having or claiming jurisdiction and all their respective departments, bureaus, and officials, including but not limited to the lead-based paint requirements in 24 C.F.R. part 35; and (ii) free of all health and safety defects. Borrower shall correct any life-threatening maintenance deficiencies, including those set forth in the Maintenance Standards immediately upon notification.

(b) At the beginning of each year of the Term, Borrower shall certify to the County that the Development is in compliance with the Maintenance Standards.

5.7 Property Inspections.

(a) On-Site Physical Inspections. The County will perform on-site inspections of the Development during the Term to ensure compliance with the Maintenance Standards. Borrower shall cooperate in such inspections.

(b) Violation of Maintenance Standards. If after an inspection, the County determines that Borrower is in violation of the Maintenance Standards, the County will provide Borrower a written report of the violations. Borrower shall correct the violations set forth in the report provided to Borrower by County. The County will perform a follow-up inspection to verify that the violations have been corrected. If such violations continue for a period of ten (10) days after delivery of the report to Borrower by the County with respect to graffiti, debris, waste material, and general maintenance, or thirty (30) days after delivery of the report to

Borrower by the County with respect to landscaping and building improvements, then the County, in addition to whatever other remedy it may have at law or in equity, has the right to enter upon the Property and perform or cause to be performed all such acts and work necessary to cure the violation. Pursuant to such right of entry, the County is permitted (but is not required) to enter upon the Property and to perform all acts and work necessary to protect, maintain, and preserve the improvements and landscaped areas on the Property, and to attach a lien on the Property, or to assess the Property, in the amount of the expenditures arising from such acts and work of protection, maintenance, and preservation by the County and/or costs of such cure, which amount Borrower shall promptly pay to the County upon demand.

ARTICLE 6 MISCELLANEOUS

6.1 Nondiscrimination.

(a) All of the Units must be available for occupancy on a continuous basis to members of the general public who are income eligible. Borrower may not give preference to any particular class or group of persons in renting or selling the Units, except to the extent that the Units are required to be leased to income eligible households pursuant to this Regulatory Agreement. Borrower herein covenants by and for Borrower, assigns, and all persons claiming under or through Borrower, that there exist no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin, source of income (e.g., SSI), ancestry, age, familial status (except for lawful senior housing in accordance with state and federal law), or disability, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of any Unit nor will Borrower or any person claiming under or through Borrower, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees of any Unit or in connection with the employment of persons for the construction, operation and management of any Unit.

(b) Borrower shall accept as Tenants, on the same basis as all other prospective Tenants, persons who are recipients of federal certificates for rent subsidies pursuant to the existing housing program under Section 8 of the United States Housing Act, or its successor. Borrower may not apply selection criteria to Section 8 certificate or voucher holders that is more burdensome than criteria applied to all other prospective Tenants, nor will Borrower apply or permit the application of management policies or lease provisions with respect to the Development which have the effect of precluding occupancy of units by such prospective Tenants.

6.2 Application of Provisions. The provisions of this Regulatory Agreement apply to the Property for the entire Term even if the Loan is paid in full prior to the end of the Term. This Regulatory Agreement binds any successor, heir or assign of Borrower, whether a change in interest occurs voluntarily or involuntarily, by operation of law or otherwise, except as expressly released by the County. The County is making the Loan on the condition, and in consideration of, this provision, and would not do so otherwise.

6.3 Notice of Expiration of Term.

(a) At least six (6) months prior to the expiration of the Term, Borrower shall provide by first-class mail, postage prepaid, a notice to all Tenants containing (i) the anticipated date of the expiration of the Term, (ii) any anticipated increase in Rent upon the expiration of the Term, (iii) a statement that a copy of such notice will be sent to the County, and (iv) a statement that a public hearing may be held by the County on the issue and that the Tenant will receive notice of the hearing at least fifteen (15) days in advance of any such hearing. Borrower shall also file a copy of the above-described notice with the County Assistant Deputy Director, Department of Conservation and Development.

(b) In addition to the notice required above, Borrower shall comply with the requirements set forth in California Government Code Sections 65863.10 and 65863.11. Such notice requirements include: (i) a twelve (12) month notice to existing tenants, prospective tenants and Affected Public Agencies (as defined in California Government Code Section 65863.10(a)) prior to the expiration of the Term, (ii) a six (6) month notice requirement to existing tenants, prospective tenants and Affected Public Agencies prior to the expiration of the Term; (iii) a notice of an offer to purchase the Development to "qualified entities" (as defined in California Government Code Section 65863.11(d)), if the Development is to be sold within five (5) years of the end of the Term; (iv) a notice of right of first refusal within the one hundred eighty (180) day period that qualified entities may purchase the Development.

6.4 Covenants to Run With the Land. The County and Borrower hereby declare their express intent that the covenants and restrictions set forth in this Regulatory Agreement run with the land, and bind all successors in title to the Property, provided, however, that on the expiration of the Term said covenants and restrictions expire. Each and every contract, deed or other instrument hereafter executed covering or conveying the Property or any portion thereof, is to be held conclusively to have been executed, delivered and accepted subject to the covenants and restrictions, regardless of whether such covenants or restrictions are set forth in such contract, deed or other instrument, unless the County expressly releases such conveyed portion of the Property from the requirements of this Regulatory Agreement.

6.5 Enforcement by the County. If Borrower fails to perform any obligation under this Regulatory Agreement, and fails to cure the default within thirty (30) days after the County has notified Borrower in writing of the default or, if the default cannot be cured within thirty (30) days, fails to commence to cure within thirty (30) days and thereafter diligently pursue such cure and complete such cure within sixty (60) days, the County may enforce this Regulatory Agreement by any or all of the following actions, or any other remedy provided by law:

(a) Calling the Loan. The County may declare a default under the Note, accelerate the indebtedness evidenced by the Note, and proceed with foreclosure under the Deed of Trust.

(b) Action to Compel Performance or for Damages. The County may bring an action at law or in equity to compel Borrower's performance of its obligations under this Regulatory Agreement, and may seek damages.

(c) Remedies Provided Under Loan Documents. The County may exercise any other remedy provided under the Loan Documents.

The County shall provide notice of a default to Borrower's limited partner in the manner set forth in Section 6.5 of the Loan Agreement.

6.6 Anti-Lobbying Certification.

(a) Borrower certifies, to the best of Borrower's knowledge or belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

(b) This certification is a material representation of fact upon which reliance was placed when the Loan Documents were made or entered into. Submission of this certification is a prerequisite for making or entering into the Loan Documents imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than Ten Thousand Dollars (\$10,000) and no more than One Hundred Thousand Dollars (\$100,000) for such failure.

6.7 Attorneys' Fees and Costs. In any action brought to enforce this Regulatory Agreement, the prevailing party must be entitled to all costs and expenses of suit, including reasonable attorneys' fees. This section must be interpreted in accordance with California Civil Code Section 1717 and judicial decisions interpreting that statute.

6.8 Recording and Filing. The County and Borrower shall cause this Regulatory Agreement, and all amendments and supplements to it, to be recorded in the Official Records of the County of Contra Costa.

6.9 Governing Law. This Regulatory Agreement is governed by the laws of the State of California.

6.10 Waiver of Requirements. Any of the requirements of this Regulatory Agreement may be expressly waived by the County in writing, but no waiver by the County of any requirement of this Regulatory Agreement extends to or affects any other provision of this

Regulatory Agreement, and may not be deemed to do so.

6.11 Amendments. This Regulatory Agreement may be amended only by a written instrument executed by all the parties hereto or their successors in title that is duly recorded in the official records of the County of Contra Costa.

6.12 Notices. Any notice requirement set forth herein will be deemed to be satisfied three (3) days after mailing of the notice first-class United States certified mail, postage prepaid, addressed to the appropriate party as follows:

County: County of Contra Costa
Department of Conservation and Development
30 Muir Road
Martinez, CA 94553
Attn: Assistant Deputy Director

Borrower: Chesley Avenue Limited Partnership
c/o Eden Housing, Inc.
409 Jackson Street
Hayward, CA 94544
Attention: Executive Director

Investor Limited
Partner:

Apollo Tax Credit Fund-XXIX Limited
Partnership
c/o RBC Tax Credit Equity, LLC
600 Superior Avenue
Suite 2300
Cleveland, OH 44114
Attention: President and General Counsel

RBC Tax Credit Manager II, Inc.
c/o RBC Tax Credit Equity, LLC
600 Superior Avenue
Suite 2300
Cleveland, OH 44114
Attention: President and General Counsel

Such addresses may be changed by notice to the other party given in the same manner as provided above.

6.13 Severability. If any provision of this Regulatory Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions of this Regulatory Agreement will not in any way be affected or impaired thereby.

6.14 Multiple Originals; Counterparts. This Regulatory Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

6.15 Revival of Agreement after Foreclosure. In the event there is a foreclosure of the Property, this Regulatory Agreement will revive according to its original terms if, during the Term, the owner of record before the foreclosure, or deed in lieu of foreclosure, or any entity that includes the former owner or those with whom the former owner has or had family or business ties, obtains an ownership interest in the Development or Property.

[remainder of page intentionally left blank]

WHEREAS, this Regulatory Agreement has been entered into by the undersigned as of the date first written above.

COUNTY:

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

By: _____
John Kopchik
Director, Department of
Conservation and Development

Approved as to form:

SHARON L. ANDERSON
County Counsel

By: _____
Kathleen Andrus
Deputy County Counsel

BORROWER:

CHESLEY AVENUE LIMITED PARTNERSHIP, a
California limited partnership

By: Chesley Avenue LLC, a California limited liability
company, its general partner

By: Eden Housing, Inc., a California nonprofit
public benefit corporation, its member

By: _____
Linda Mandolini,
Executive Director

By: Community Housing Development
Corporation of North Richmond., a
California nonprofit public benefit
corporation, its member

By: _____
Don Gilmore,
Executive Director

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 _____)

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

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

WITNESS my hand and official seal.

Name: _____

Name: Notary Public

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 _____)

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

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

WITNESS my hand and official seal.

Name: _____

Name: Notary Public

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 _____)

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

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

WITNESS my hand and official seal.

Name: _____
Notary Public

EXHIBIT A

Legal Description

The land is situated in the State of California, County of Contra Costa, and is described as follows:

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Contra Costa County
Department of Conservation and Development
30 Muir Road
Martinez, CA 94553
Attn: Assistant Deputy Director

No fee for recording pursuant to
Government Code Section 27383

DEED OF TRUST WITH ASSIGNMENT OF RENTS,
SECURITY AGREEMENT, AND FIXTURE FILING
Chesley Mutual Housing
(CDBG Funds)

THIS DEED OF TRUST WITH ASSIGNMENT OF RENTS, SECURITY AGREEMENT, AND FIXTURE FILING ("Deed of Trust") is made as of April 1, 2019, by and among Chesley Avenue Limited Partnership, a California limited partnership ("Trustor"), North American Title Company, a California corporation ("Trustee"), and the County of Contra Costa, a political subdivision of the State of California ("Beneficiary").

FOR GOOD AND VALUABLE CONSIDERATION, including the indebtedness herein recited and the trust herein created, the receipt of which is hereby acknowledged, Trustor hereby irrevocably grants, transfers, conveys and assigns to Trustee, IN TRUST, WITH POWER OF SALE, for the benefit and security of Beneficiary, under and subject to the terms and conditions hereinafter set forth, Trustor's fee interest in the property located in the County of Contra Costa, State of California, that is described in the attached Exhibit A, incorporated herein by this reference (the "Property").

TOGETHER WITH all interest, estates or other claims, both in law and in equity which Trustor now has or may hereafter acquire in the Property and the rents;

TOGETHER WITH all easements, rights-of-way and rights used in connection therewith or as a means of access thereto, including (without limiting the generality of the foregoing) all tenements, hereditaments and appurtenances thereof and thereto;

TOGETHER WITH any and all buildings and improvements of every kind and description now or hereafter erected thereon, and all property of Trustor now or hereafter affixed to or placed upon the Property;

TOGETHER WITH all building materials and equipment now or hereafter delivered to said property and intended to be installed therein;

TOGETHER WITH all right, title and interest of Trustor, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street, open or proposed,

adjoining the Property, and any and all sidewalks, alleys and strips and areas of land adjacent to or used in connection with the Property;

TOGETHER WITH all estate, interest, right, title, other claim or demand, of every nature, in and to such property, including the Property, both in law and in equity, including, but not limited to, all deposits made with or other security given by Trustor to utility companies, the proceeds from any or all of such property, including the Property, claims or demands with respect to the proceeds of insurance in effect with respect thereto, which Trustor now has or may hereafter acquire, any and all awards made for the taking by eminent domain or by any proceeding or purchase in lieu thereof of the whole or any part of such property, including without limitation, any awards resulting from a change of grade of streets and awards for severance damages to the extent Beneficiary has an interest in such awards for taking as provided in Section 4.1 herein;

TOGETHER WITH all of Trustor's interest in all articles of personal property or fixtures now or hereafter attached to or used in and about the building or buildings now erected or hereafter to be erected on the Property which are necessary to the complete and comfortable use and occupancy of such building or buildings for the purposes for which they were or are to be erected, including all other goods and chattels and personal property as are ever used or furnished in operating a building, or the activities conducted therein, similar to the one herein described and referred to, and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are, or will be, attached to said building or buildings in any manner; and

TOGETHER WITH all of Trustor's interest in all building materials, fixtures, equipment, work in process and other personal property to be incorporated into the Property; all goods, materials, supplies, fixtures, equipment, machinery, furniture and furnishings, signs and other personal property now or hereafter appropriated for use on the Property, whether stored on the Property or elsewhere, and used or to be used in connection with the Property; all rents, issues and profits, and all inventory, accounts, accounts receivable, contract rights, general intangibles, chattel paper, instruments, documents, notes drafts, letters of credit, insurance policies, insurance and condemnation awards and proceeds, trade names, trademarks and service marks arising from or related to the Property and any business conducted thereon by Trustor; all replacements, additions, accessions and proceeds; and all books, records and files relating to any of the foregoing.

All of the foregoing, together with the Property, is herein referred to as the "Security." To have and to hold the Security together with acquittances to the Trustee, its successors and assigns forever.

FOR THE PURPOSE OF SECURING THE FOLLOWING OBLIGATIONS (together, the "Secured Obligations"):

A. Payment to Beneficiary of all sums at any time owing under or in connection with (i) the Note (defined in Section 1.5 below) until paid in full or cancelled, and (ii) any other amounts owing under the Loan Documents (defined in Section 1.4 below). Principal and other payments are due and payable as provided in the Note or other Loan Documents, as applicable.

The Note and all its terms are incorporated herein by reference, and this conveyance secures any and all extensions thereof, however evidenced;

B. Payment of any sums advanced by Beneficiary to protect the Security pursuant to the terms and provisions of this Deed of Trust following a breach of Trustor's obligation to advance said sums and the expiration of any applicable cure period, with interest thereon as provided herein;

C. Performance of every obligation, covenant or agreement of Trustor contained herein and in the Loan Documents; and

D. All modifications, extensions and renewals of any of the Secured Obligations (including without limitation, (i) modifications, extensions or renewals at a different rate of interest, or (ii) deferrals or accelerations of the required principal payment dates or interest payment dates or both, in whole or in part), however evidenced, whether or not any such modification, extension or renewal is evidenced by a new or additional promissory note or notes.

AND TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR COVENANTS AND AGREES:

ARTICLE 1 DEFINITIONS

In addition to the terms defined elsewhere in this Deed of Trust, the following terms have the following meanings in this Deed of Trust:

Section 1.1 The term "Default Rate" means the lesser of the maximum rate permitted by law and ten percent (10%) per annum.

Section 1.2 The term "Loan" means the loan made by Beneficiary to Trustor in the amount of Three Hundred Fifty Thousand Dollars (\$350,000).

Section 1.3 The term "Loan Agreement" means that certain CDBG Loan Agreement between Trustor and Beneficiary, of even date herewith, as such may be amended from time to time, providing for the Beneficiary to loan to Trustor Three Hundred Fifty Thousand Dollars (\$350,000).

Section 1.4 The term "Loan Documents" means this Deed of Trust, the Note, the Loan Agreement, the Regulatory Agreement, and any other agreements, debt, loan or security instruments between Trustor and Beneficiary relating to the Loan.

Section 1.5 The term "Note" means the promissory note in the principal amount of Three Hundred Fifty Thousand Dollars (\$350,000) of even date herewith, executed by Trustor in favor of Beneficiary, as it may be amended or restated, the payment of which is secured by this Deed of Trust. The terms and provisions of the Note are incorporated herein by reference.

Section 1.6 The term "Principal" means the amounts required to be paid under the Note.

Section 1.7 The term "Regulatory Agreement" means the Regulatory Agreement and Declaration of Restrictive Covenants of even date herewith by and between Beneficiary and Trustor and recorded concurrently herewith.

ARTICLE 2 MAINTENANCE AND MODIFICATION OF THE PROPERTY AND SECURITY

Section 2.1 Maintenance and Modification of the Property by Trustor.

The Trustor agrees that at all times prior to full payment and performance of the Secured Obligations, the Trustor will, at the Trustor's own expense, maintain, preserve and keep the Security or cause the Security to be maintained and preserved in good condition. The Trustor will from time to time make or cause to be made all repairs, replacements and renewals deemed proper and necessary by it. The Beneficiary has no responsibility in any of these matters or for the making of improvements or additions to the Security.

Trustor agrees to pay fully and discharge (or cause to be paid fully and discharged) all claims for labor done and for material and services furnished in connection with the Security, diligently to file or procure the filing of a valid notice of cessation upon the event of a cessation of labor on the work or construction on the Security for a continuous period of thirty (30) days or more, and to take all other reasonable steps to forestall the assertion of claims of lien against the Security or any part thereof. Trustor irrevocably appoints, designates and authorizes Beneficiary as its agent (said agency being coupled with an interest) with the authority, but without any obligation, to file for record any notices of completion or cessation of labor or any other notice that Beneficiary deems necessary or desirable to protect its interest in and to the Security or the Loan Documents; provided, however, that Beneficiary exercises its rights as agent of Trustor only in the event that Trustor fails to take, or fails to diligently continue to take, those actions as hereinbefore provided.

Upon demand by Beneficiary, Trustor shall make or cause to be made such demands or claims as Beneficiary specifies upon laborers, materialmen, subcontractors or other persons who have furnished or claim to have furnished labor, services or materials in connection with the Security. Nothing herein contained requires Trustor to pay any claims for labor, materials or services which Trustor in good faith disputes and is diligently contesting provided that Trustor shall, within thirty (30) days after the filing of any claim of lien, record in the Office of the Recorder of Contra Costa County, a surety bond in an amount 1 and 1/2 times the amount of such claim item to protect against a claim of lien.

Section 2.2 Granting of Easements.

Trustor may not grant easements, licenses, rights-of-way or other rights or privileges in the nature of easements with respect to any property or rights included in the Security except those required or desirable for installation and maintenance of public utilities including, without

limitation, water, gas, electricity, sewer, telephone and telegraph, or those required by law, and as approved, in writing, by Beneficiary.

Section 2.3 Assignment of Rents.

As part of the consideration for the indebtedness evidenced by the Note, Trustor hereby absolutely and unconditionally assigns and transfers to Beneficiary all the rents and revenues of the Property including those now due, past due, or to become due by virtue of any lease or other agreement for the occupancy or use of all or any part of the Property, regardless of to whom the rents and revenues of the Property are payable, subject to the rights of senior lenders that are approved by the Beneficiary pursuant to the Loan Agreement. Trustor hereby authorizes Beneficiary or Beneficiary's agents to collect the aforesaid rents and revenues and hereby directs each tenant of the Property to pay such rents to Beneficiary or Beneficiary's agents; provided, however, that prior to written notice given by Beneficiary to Trustor of the breach by Trustor of any covenant or agreement of Trustor in the Loan Documents, Trustor shall collect and receive all rents and revenues of the Property as trustee for the benefit of Beneficiary and Trustor to apply the rents and revenues so collected to the Secured Obligations with the balance, so long as no such breach has occurred and is continuing, to the account of Trustor, it being intended by Trustor and Beneficiary that this assignment of rents constitutes an absolute assignment and not an assignment for additional security only. Upon delivery of written notice by Beneficiary to Trustor of the breach by Trustor of any covenant or agreement of Trustor in the Loan Documents, and without the necessity of Beneficiary entering upon and taking and maintaining full control of the Property in person, by agent or by a court-appointed receiver, Beneficiary shall immediately be entitled to possession of all rents and revenues of the Property as specified in this Section 2.3 as the same becomes due and payable, including but not limited to, rents then due and unpaid, and all such rents will immediately upon delivery of such notice be held by Trustor as trustee for the benefit of Beneficiary only; provided, however, that the written notice by Beneficiary to Trustor of the breach by Trustor contains a statement that Beneficiary exercises its rights to such rents. Trustor agrees that commencing upon delivery of such written notice of Trustor's breach by Beneficiary to Trustor, each tenant of the Property shall make such rents payable to and pay such rents to Beneficiary or Beneficiary's agents on Beneficiary's written demand to each tenant therefor, delivered to each tenant personally, by mail or by delivering such demand to each rental unit, without any liability on the part of said tenant to inquire further as to the existence of a default by Trustor.

Trustor hereby covenants that Trustor has not executed any prior assignment of said rents, other than as security to lenders approved by Beneficiary pursuant to the Loan Agreement, that Trustor has not performed, and will not perform, any acts or has not executed and will not execute, any instrument which would prevent Beneficiary from exercising its rights under this Section 2.3, and that at the time of execution of this Deed of Trust, there has been no anticipation or prepayment of any of the rents of the Property for more than two (2) months prior to the due dates of such rents. Trustor covenants that Trustor will not hereafter collect or accept payment of any rents of the Property more than two (2) months prior to the due dates of such rents. Trustor further covenants that, so long as the Secured Obligations are outstanding, Trustor will execute and deliver to Beneficiary such further assignments of rents and revenues of the Property as Beneficiary may from time to time request.

Upon Trustor's breach of any covenant or agreement of Trustor in the Loan Documents, Beneficiary may in person, by agent or by a court-appointed receiver, regardless of the adequacy of Beneficiary's security, enter upon and take and maintain full control of the Property in order to perform all acts necessary and appropriate for the operation and maintenance thereof including, but not limited to, the execution, cancellation or modification of leases, the collection of all rents and revenues of the Property, the making of repairs to the Property and the execution or termination of contracts providing for the management or maintenance of the Property, all on such terms as are deemed best to protect the security of this Deed of Trust. In the event Beneficiary elects to seek the appointment of a receiver for the Property upon Trustor's breach of any covenant or agreement of Trustor in this Deed of Trust, Trustor hereby expressly consents to the appointment of such receiver. Beneficiary or the receiver will be entitled to receive a reasonable fee for so managing the Property.

All rents and revenues collected subsequent to delivery of written notice by Beneficiary to Trustor of the breach by Trustor of any covenant or agreement of Trustor in the Loan Documents are to be applied first to the costs, if any, of taking control of and managing the Property and collecting the rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, costs of repairs to the Property, premiums on insurance policies, taxes, assessments and other charges on the Property, and the costs of discharging any obligation or liability of Trustor as lessor or landlord of the Property and then to the sums secured by this deed of Trust. Beneficiary or the receiver is to have access to the books and records used in the operation and maintenance of the Property and will be liable to account only for those rents actually received. Beneficiary is not liable to Trustor, anyone claiming under or through Trustor or anyone having an interest in the Property by reason of anything done or left undone by Beneficiary under this Section 2.3.

If the rents of the Property are not sufficient to meet the costs, if any, of taking control of and managing the Property and collecting the rents, any funds expended by Beneficiary for such purposes will become part of the Secured Obligations pursuant to Section 3.3 hereof. Unless Beneficiary and Trustor agree in writing to other terms of payment, such amounts are payable by Trustor to Beneficiary upon notice from Beneficiary to Trustor requesting payment thereof and will bear interest from the date of disbursement at the rate stated in Section 3.3.

If the Beneficiary or the receiver enters upon and takes and maintains control of the Property, neither that act nor any application of rents as provided herein will cure or waive any default under this Deed of Trust or invalidate any other right or remedy available to Beneficiary under applicable law or under this Deed of Trust. This assignment of rents of the Property will terminate at such time as this Deed of Trust ceases to secure the Secured Obligations.

ARTICLE 3 TAXES AND INSURANCE; ADVANCES

Section 3.1 Taxes, Other Governmental Charges and Utility Charges.

Trustor shall pay, or cause to be paid, prior to the date of delinquency, all taxes, assessments, charges and levies imposed by any public authority or utility company that are or

may become a lien affecting the Security or any part thereof; provided, however, that Trustor is not required to pay and discharge any such tax, assessment, charge or levy so long as (a) the legality thereof is promptly and actively contested in good faith and by appropriate proceedings, and (b) Trustor maintains reserves adequate to pay any liabilities contested pursuant to this Section 3.1. With respect to taxes, special assessments or other similar governmental charges, Trustor shall pay such amount in full prior to the attachment of any lien therefor on any part of the Security; provided, however, if such taxes, assessments or charges can be paid in installments, Trustor may pay in such installments. Except as provided in clause (b) of the first sentence of this paragraph, the provisions of this Section 3.1 may not be construed to require that Trustor maintain a reserve account, escrow account, impound account or other similar account for the payment of future taxes, assessments, charges and levies.

In the event that Trustor fails to pay any of the items required by this Section to be paid by Trustor, Beneficiary may (but is under no obligation to) pay the same, after the Beneficiary has notified the Trustor of such failure to pay and the Trustor fails to fully pay such items within seven (7) business days after receipt of such notice. Any amount so advanced therefor by Beneficiary, together with interest thereon from the date of such advance at the maximum rate permitted by law, will become part of the Secured Obligations secured hereby, and Trustor agrees to pay all such amounts.

Section 3.2 Provisions Respecting Insurance.

Trustor agrees to provide insurance conforming in all respects to that required under the Loan Documents during the course of construction and following completion, and at all times until all amounts secured by this Deed of Trust have been paid, all Secured Obligations secured hereunder have been fulfilled, and this Deed of Trust has been reconveyed.

All such insurance policies and coverages are to be maintained at Trustor's sole cost and expense. Certificates of insurance for all of the above insurance policies, showing the same to be in full force and effect, are to be delivered to the Beneficiary upon demand therefor at any time prior to Trustor's satisfaction of the Secured Obligations.

Section 3.3 Advances.

In the event the Trustor fails to maintain the full insurance coverage required by this Deed of Trust or fails to keep the Security in accordance with the Loan Documents, the Beneficiary, after at least seven (7) days prior notice to Trustor, may (but is under no obligation to) (i) take out the required policies of insurance and pay the premiums on the same, and (ii) make any repairs or replacements that are necessary and provide for payment thereof. All amounts so advanced by the Beneficiary will become part of the Secured Obligations (together with interest as set forth below) and will be secured hereby, which amounts the Trustor agrees to pay on the demand of the Beneficiary, and if not so paid, will bear interest from the date of the advance at the Default Rate.

ARTICLE 4
DAMAGE, DESTRUCTION OR CONDEMNATION

Section 4.1 Awards and Damages.

Subject to the rights of senior lenders, all judgments, awards of damages, settlements and compensation made in connection with or in lieu of (1) the taking of all or any part of or any interest in the Property by or under assertion of the power of eminent domain, (2) any damage to or destruction of the Property or any part thereof by insured casualty, and (3) any other injury or damage to all or any part of the Property (collectively, the "Funds") are hereby assigned to and are to be paid to the Beneficiary by a check made payable to the Beneficiary. The Beneficiary is authorized and empowered (but not required) to collect and receive any Funds and is authorized to apply them in whole or in part to any indebtedness or obligation secured hereby, in such order and manner as the Beneficiary determines at its sole option, subject to the provisions of Section 4.7 of the Loan Agreement regarding restoration of improvements following damage or destruction. The Beneficiary is entitled to settle and adjust all claims under insurance policies provided under this Deed of Trust and may deduct and retain from the proceeds of such insurance the amount of all expenses incurred by it in connection with any such settlement or adjustment. Application of all or any part of the Funds collected and received by the Beneficiary or the release thereof will not cure or waive any default under this Deed of Trust.

ARTICLE 5
AGREEMENTS AFFECTING THE PROPERTY; FURTHER
ASSURANCES; PAYMENT OF PRINCIPAL AND INTEREST

Section 5.1 Other Agreements Affecting Property.

Trustor shall duly and punctually perform all terms, covenants, conditions and agreements binding upon it under the Loan Documents and any other agreement of any nature whatsoever now or hereafter involving or affecting the Security or any part thereof.

Section 5.2 Agreement to Pay Attorneys' Fees and Expenses.

In the event of any Event of Default (as defined in Section 7.1) hereunder, and if the Beneficiary employs attorneys or incurs other expenses for the collection of amounts due hereunder or the enforcement of performance or observance of an obligation or agreement on the part of the Trustor in this Deed of Trust, the Trustor agrees that it will, on demand therefor, pay to the Beneficiary the reasonable fees of such attorneys and such other reasonable expenses so incurred by the Beneficiary. Any such amounts paid by the Beneficiary will be added to the Secured Obligations, and will bear interest from the date such expenses are incurred at the Default Rate.

Section 5.3 Payment of the Principal.

The Trustor shall pay to the Beneficiary the Principal and any other payments as set forth in the Note in the amounts and by the times set out therein.

Section 5.4 Personal Property.

To the maximum extent permitted by law, the personal property subject to this Deed of Trust is deemed to be fixtures and part of the real property and this Deed of Trust constitutes a fixtures filing under the California Commercial Code. As to any personal property not deemed or permitted to be fixtures, this Deed of Trust constitutes a security agreement under the California Commercial Code.

Section 5.5 Financing Statement.

The Trustor shall execute and deliver to the Beneficiary such financing statements pursuant to the appropriate statutes, and any other documents or instruments as are required to convey to the Beneficiary a valid perfected security interest in the Security. The Trustor shall perform all acts that the Beneficiary reasonably requests so as to enable the Beneficiary to maintain a valid perfected security interest in the Security in order to secure the payment of the Note in accordance with its terms. The Beneficiary is authorized to file a copy of any such financing statement in any jurisdiction(s) as it deems appropriate from time to time in order to protect the security interest established pursuant to this instrument.

Section 5.6 Operation of the Security.

The Trustor shall operate the Security (and, in case of a transfer of a portion of the Security subject to this Deed of Trust, the transferee shall operate such portion of the Security) in full compliance with the Loan Documents.

Section 5.7 Inspection of the Security.

At any and all reasonable times upon seventy-two (72) hours' notice, the Beneficiary and its duly authorized agents, attorneys, experts, engineers, accountants and representatives, may inspect the Security, without payment of charges or fees.

Section 5.8 Nondiscrimination.

The Trustor herein covenants by and for itself, its heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there will be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, age, sex, sexual orientation, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Security, nor will the Trustor itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the Security. The foregoing covenants run with the land.

ARTICLE 6
HAZARDOUS WASTE

Trustor shall keep and maintain the Property (including, but not limited to, soil and ground water conditions) in compliance with all Hazardous Materials Laws and shall not cause or permit the Property to be in violation of any Hazardous Materials Law (defined below). Trustor may not cause or permit the use, generation, manufacture, storage or disposal of on, under, or about the Property or transportation to or from the Property of (i) any substance, material, or waste that is petroleum, petroleum-related, or a petroleum by-product, asbestos or asbestos-containing material, polychlorinated biphenyls, flammable, explosive, radioactive, freon gas, radon, or a pesticide, herbicide, or any other agricultural chemical, and (ii) any waste, substance or material defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "toxic materials", "toxic waste", "toxic substances," or words of similar import under any Hazardous Materials Law (collectively referred to hereinafter as "Hazardous Materials"), except such of the foregoing as may be customarily used in construction or operation of a multi-family residential development.

Trustor shall immediately advise Beneficiary in writing if at any time it receives written notice of: (i) any and all enforcement, cleanup, removal or other governmental or regulatory actions instituted, completed or threatened against Trustor or the Property pursuant to any applicable federal, state or local laws, ordinances, or regulations relating to any Hazardous Materials, health, industrial hygiene, environmental conditions, or the regulation or protection of the environment, and all amendments thereto as of this date and to be added in the future and any successor statute or rule or regulation promulgated thereto ("Hazardous Materials Law"); (ii) all claims made or threatened by any third party against Trustor or the Property relating to damage, contribution, cost recovery compensation, loss or injury resulting from any Hazardous Materials (the matters set forth in clauses (i) and (ii) above are hereinafter referred to as "Hazardous Materials Claims"); and (iii) Trustor's discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Property that could cause the Property or any part thereof to be subject to any restrictions on the ownership, occupancy, transferability or use of the Property under any Hazardous Materials Law, including without limitation under the provisions of California Health and Safety Code, Sections 25220 et seq., or any regulation adopted in accordance therewith.

Beneficiary has the right to join and participate in, as a party if it so elects, and be represented by counsel acceptable to Beneficiary (or counsel of its own choice if a conflict exists with Trustor) in, any legal proceedings or actions initiated in connection with any Hazardous Materials Claims, and to have its reasonable attorneys' fees in connection therewith paid by Trustor.

Trustor shall indemnify and hold harmless Beneficiary and its boardmembers, directors, officers, employees, agents, successors and assigns from and against any loss, damage, cost, fine, penalty, judgment, award, settlement, expense or liability, directly or indirectly arising out of or attributable to: (i) any actual or alleged past or present violation of any Hazardous Materials Law; (ii) any Hazardous Materials Claim; (iii) any actual or alleged past or present use, generation, manufacture, storage, release, threatened release, discharge, disposal, transportation, or presence of Hazardous Materials on, under, or about the Property; (iv) any investigation,

cleanup, remediation, removal, or restoration work of site conditions of the Property relating to Hazardous Materials (whether on the Property or any other property); and (v) the breach of any representation of warranty by or covenant of Trustor in this Article, and Section 5.1(l) of the Loan Agreement. Such indemnity must include, without limitation: (x) all consequential damages; (y) the costs of any required or necessary investigation, repair, cleanup or detoxification of the Property and the preparation and implementation of any closure, remedial or other required plans; and (z) all reasonable costs and expenses incurred by Beneficiary in connection with clauses (x) and (y), including but not limited to reasonable attorneys' fees and consultant fees. This indemnification applies whether or not any government agency has issued a cleanup order. Losses, claims, costs, suits, liability, and expenses covered by this indemnification provision include, but are not limited to: (1) losses attributable to diminution in the value of the Property; (2) loss or restriction of use of rentable space on the Property; (3) adverse effect on the marketing of any rental space on the Property; and (4) penalties and fines levied by, and remedial or enforcement actions of any kind issued by any regulatory agency (including but not limited to the costs of any required testing, remediation, repair, removal, cleanup or detoxification of the Property and surrounding properties). This obligation to indemnify will survive reconveyance of this Deed of Trust and will not be diminished or affected in any respect as a result of any notice, disclosure, knowledge, if any, to or by Beneficiary of Hazardous Materials.

Without Beneficiary's prior written consent, which may not be unreasonably withheld, Trustor may not take any remedial action in response to the presence of any Hazardous Materials on, under or about the Property, nor enter into any settlement agreement, consent decree, or other compromise in respect to any Hazardous Material Claims, which remedial action, settlement, consent decree or compromise might, in Beneficiary's reasonable judgment, impairs the value of the Beneficiary's security hereunder; provided, however, that Beneficiary's prior consent is not necessary in the event that the presence of Hazardous Materials on, under, or about the Property either poses an immediate threat to the health, safety or welfare of any individual or is of such a nature that an immediate remedial response is necessary and it is not reasonably possible to obtain Beneficiary's consent before taking such action, provided that in such event Trustor notifies Beneficiary as soon as practicable of any action so taken. Beneficiary agrees not to withhold its consent, where such consent is required hereunder, if (i) a particular remedial action is ordered by a court of competent jurisdiction; (ii) Trustor will or may be subjected to civil or criminal sanctions or penalties if it fails to take a required action; (iii) Trustor establishes to the reasonable satisfaction of Beneficiary that there is no reasonable alternative to such remedial action which would result in less impairment of Beneficiary's security hereunder; or (iv) the action has been agreed to by Beneficiary.

The Trustor hereby acknowledges and agrees that (i) this Article is intended as the Beneficiary's written request for information (and the Trustor's response) concerning the environmental condition of the Property as required by California Code of Civil Procedure Section 726.5, and (ii) each representation and warranty in this Deed of Trust or any of the other Loan Documents (together with any indemnity applicable to a breach of any such representation and warranty) with respect to the environmental condition of the Property is intended by the Beneficiary and the Trustor to be an "environmental provision" for purposes of California Code of Civil Procedure Section 736.

In the event that any portion of the Property is determined to be "environmentally impaired" (as that term is defined in California Code of Civil Procedure Section 726.5(e)(3)) or to be an "affected parcel" (as that term is defined in California Code of Civil Procedure Section 726.5(e)(1)), then, without otherwise limiting or in any way affecting the Beneficiary's or the Trustee's rights and remedies under this Deed of Trust, the Beneficiary may elect to exercise its rights under California Code of Civil Procedure Section 726.5(a) to (1) waive its lien on such environmentally impaired or affected portion of the Property and (2) exercise (a) the rights and remedies of an unsecured creditor, including reduction of its claim against the Trustor to judgment, and (b) any other rights and remedies permitted by law. For purposes of determining the Beneficiary's right to proceed as an unsecured creditor under California Code of Civil Procedure Section 726.5(a), the Trustor will be deemed to have willfully permitted or acquiesced in a release or threatened release of hazardous materials, within the meaning of California Code of Civil Procedure Section 726.5(d)(1), if the release or threatened release of hazardous materials was knowingly or negligently caused or contributed to by any lessee, occupant, or user of any portion of the Property and the Trustor knew or should have known of the activity by such lessee, occupant, or user which caused or contributed to the release or threatened release. All costs and expenses, including (but not limited to) attorneys' fees, incurred by the Beneficiary in connection with any action commenced under this paragraph, including any action required by California Code of Civil Procedure Section 726.5(b) to determine the degree to which the Property is environmentally impaired, plus interest thereon at the Default Rate until paid, will be added to the indebtedness secured by this Deed of Trust and will be due and payable to the Beneficiary upon its demand made at any time following the conclusion of such action.

ARTICLE 7 EVENTS OF DEFAULT AND REMEDIES

Section 7.1 Events of Default.

The following are events of default following the expiration of any applicable notice and cure periods (each an "Event of Default"): (i) failure to make any payment to be paid by Trustor under the Loan Documents; (ii) failure to observe or perform any of Trustor's other covenants, agreements or obligations under the Loan Documents, including, without limitation, the provisions concerning discrimination; (iii) failure to make any payment or observe or perform any of Trustor's other covenants, agreements, or obligations under any Secured Obligations, which default is not cured within the times and in the manner provided therein; and (iv) failure to make any payments or observe or perform any of Trustor's other covenants, agreements or obligations under any other debt instrument or regulatory agreement secured by the Property, which default is not cured within the time and in the manner provided therein.

Beneficiary shall provide notice of an Event of Default in the manner set forth in the Loan Agreement.

Section 7.2 Acceleration of Maturity.

If an Event of Default has occurred and is continuing, then at the option of the Beneficiary, the amount of any payment related to the Event of Default and all unpaid Secured Obligations are immediately due and payable, and no omission on the part of the Beneficiary to

exercise such option when entitled to do so may be construed as a waiver of such right.

Section 7.3 The Beneficiary's Right to Enter and Take Possession.

If an Event of Default has occurred and is continuing, the Beneficiary may:

(a) Either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court, and without regard to the adequacy of its security, enter upon the Property and take possession thereof (or any part thereof) and of any of the Security, in its own name or in the name of Trustee, and do any acts that it deems necessary or desirable to preserve the value or marketability of the Property, or part thereof or interest therein, increase the income therefrom or protect the security thereof. The entering upon and taking possession of the Security will not cure or waive any Event of Default or Notice of Sale (as defined in Section 7.3(c), below) hereunder or invalidate any act done in response to such Event of Default or pursuant to such Notice of Sale, and, notwithstanding the continuance in possession of the Security, Beneficiary will be entitled to exercise every right provided for in this Deed of Trust, or by law upon occurrence of any Event of Default, including the right to exercise the power of sale;

(b) Commence an action to foreclose this Deed of Trust as a mortgage, appoint a receiver, or specifically enforce any of the covenants hereof;

(c) Deliver to Trustee a written declaration of an Event of Default and demand for sale, and a written notice of default and election to cause Trustor's interest in the Security to be sold ("Notice of Sale"), which notice Trustee or Beneficiary shall cause to be duly filed for record in the Official Records of Contra Costa County; or

(d) Exercise all other rights and remedies provided herein, in the instruments by which the Trustor acquires title to any Security, or in any other document or agreement now or hereafter evidencing, creating or securing the Secured Obligations.

Section 7.4 Foreclosure By Power of Sale.

Should the Beneficiary elect to foreclose by exercise of the power of sale herein contained, the Beneficiary shall deliver to the Trustee the Notice of Sale and shall deposit with Trustee this Deed of Trust which is secured hereby (and the deposit of which will be deemed to constitute evidence that the Secured Obligations are immediately due and payable), and such receipts and evidence of any expenditures made that are additionally secured hereby as Trustee may require.

(a) Upon receipt of the Notice of Sale from the Beneficiary, Trustee shall cause to be recorded, published and delivered to Trustor such Notice of Sale as is then required by law and by this Deed of Trust. Trustee shall, without demand on Trustor, after the lapse of that amount of time as is then required by law and after recordation of such Notice of Sale as required by law, sell the Security, at the time and place of sale set forth in the Notice of Sale, whether as a whole or in separate lots or parcels or items, as Trustee deems expedient and in such order as it determines, unless specified otherwise by the Trustor according to California Civil Code Section 2924g(b), at public auction to the highest bidder, for cash in lawful money of

the United States payable at the time of sale. Trustee shall deliver to such purchaser or purchasers thereof its good and sufficient deed or deeds conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed or any matters of facts will be conclusive proof of the truthfulness thereof. Any person, including, without limitation, Trustor, Trustee or Beneficiary, may purchase at such sale.

(b) After deducting all reasonable costs, fees and expenses of Trustee, including costs of evidence of title in connection with such sale, Trustee shall apply the proceeds of sale to payment of: (i) the unpaid Principal amount of the Note; (ii) all other Secured Obligations owed to Beneficiary under the Loan Documents; (iii) all other sums then secured hereby; and (iv) the remainder, if any, to Trustor.

(c) Trustee may postpone sale of all or any portion of the Property by public announcement at such time and place of sale, and from time to time thereafter, and without further notice make such sale at the time fixed by the last postponement, or may, in its discretion, give a new Notice of Sale.

Section 7.5 Receiver.

If an Event of Default occurs and is continuing, Beneficiary, as a matter of right and without further notice to Trustor or anyone claiming under the Security, and without regard to the then value of the Security or the interest of Trustor therein, may apply to any court having jurisdiction to appoint a receiver or receivers of the Security (or a part thereof), and Trustor hereby irrevocably consents to such appointment and waives further notice of any application therefor. Any such receiver or receivers will have all the usual powers and duties of receivers in like or similar cases, and all the powers and duties of Beneficiary in case of entry as provided herein, and will continue as such and exercise all such powers until the date of confirmation of sale of the Security, unless such receivership is sooner terminated.

Section 7.6 Remedies Cumulative.

No right, power or remedy conferred upon or reserved to the Beneficiary by this Deed of Trust is intended to be exclusive of any other right, power or remedy, but each and every such right, power and remedy will be cumulative and concurrent and will be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law or in equity.

Section 7.7 No Waiver.

(a) No delay or omission of the Beneficiary to exercise any right, power or remedy accruing upon any Event of Default will exhaust or impair any such right, power or remedy, and may not be construed to be a waiver of any such Event of Default or acquiescence therein; and every right, power and remedy given by this Deed of Trust to the Beneficiary may be exercised from time to time and as often as may be deemed expeditious by the Beneficiary. Beneficiary's express or implied consent to breach, or waiver of, any obligation of the Trustor hereunder will not be deemed or construed to be a consent to any subsequent breach, or further waiver, of such obligation or of any other obligations of the Trustor hereunder. Failure on the part of the Beneficiary to complain of any act or failure to act or to declare an Event of Default, irrespective of how long such failure continues, will not constitute a waiver by the Beneficiary of

its right hereunder or impair any rights, power or remedies consequent on any Event of Default by the Trustor.

(b) If the Beneficiary (i) grants forbearance or an extension of time for the payment or performance of any Secured Obligation, (ii) takes other or additional security or the payment of any sums secured hereby, (iii) waives or does not exercise any right granted in the Loan Documents, (iv) releases any part of the Security from the lien of this Deed of Trust, or otherwise changes any of the terms, covenants, conditions or agreements in the Loan Documents, (v) consents to the granting of any easement or other right affecting the Security, or (vi) makes or consents to any agreement subordinating the lien hereof, any such act or omission will not release, discharge, modify, change or affect the original liability under this Deed of Trust, or any other obligation of the Trustor or any subsequent purchaser of the Security or any part thereof, or any maker, co-signer, endorser, surety or guarantor (unless expressly released); nor will any such act or omission preclude the Beneficiary from exercising any right, power or privilege herein granted or intended to be granted in any Event of Default then made or of any subsequent Event of Default, nor, except as otherwise expressly provided in an instrument or instruments executed by the Beneficiary, will the lien of this Deed of Trust be altered thereby.

Section 7.8 Suits to Protect the Security.

The Beneficiary has the power to (a) institute and maintain such suits and proceedings as it may deem expedient to prevent any impairment of the Security and the rights of the Beneficiary as may be unlawful or any violation of this Deed of Trust, (b) preserve or protect its interest (as described in this Deed of Trust) in the Security, and (c) restrain the enforcement of or compliance with any legislation or other governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement for compliance with such enactment, rule or order would impair the Security thereunder or be prejudicial to the interest of the Beneficiary.

Section 7.9 Trustee May File Proofs of Claim.

In the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition or other proceedings affecting the Trustor, its creditors or its property, the Beneficiary, to the extent permitted by law, will be entitled to file such proofs of claim and other documents as may be necessary or advisable in order to have the claims of the Beneficiary allowed in such proceedings and for any additional amount that becomes due and payable by the Trustor hereunder after such date.

Section 7.10 Waiver.

The Trustor waives presentment, demand for payment, notice of dishonor, notice of protest and nonpayment, protest, notice of interest on interest and late charges, and diligence in taking any action to collect any Secured Obligations or in proceedings against the Security, in connection with the delivery, acceptance, performance, default, endorsement or guaranty of this Deed of Trust.

ARTICLE 8
MISCELLANEOUS

Section 8.1 Amendments.

This Deed of Trust cannot be waived, changed, discharged or terminated orally, but only by an instrument in writing signed by Beneficiary and Trustor.

Section 8.2 Reconveyance by Trustee.

Upon written request of Beneficiary stating that all Secured Obligations have been paid or forgiven, and all obligations under the Loan Documents have been performed in full, and upon surrender of this Deed of Trust to Trustee for cancellation and retention, and upon payment by Trustor of Trustee's reasonable fees, Trustee shall reconvey the Security to Trustor, or to the person or persons legally entitled thereto.

Section 8.3 Notices.

If at any time after the execution of this Deed of Trust it becomes necessary or convenient for one of the parties hereto to serve any notice, demand or communication upon the other party, such notice, demand or communication must be in writing and is to be served personally or by depositing the same in the registered United States mail, return receipt requested, postage prepaid and (1) if intended for Beneficiary is to be addressed to:

County of Contra Costa
Department of Conservation and Development
30 Muir Road
Martinez, CA 94553
Attention: Assistant Deputy Director

and (2) if intended for Trustor is to be addressed to:

Chesley Avenue Limited Partnership
c/o Eden Housing, Inc.
409 Jackson Street
Hayward, CA 94544
Attention: Executive Director

With a copy to:

Apollo Tax Credit Fund-XXIX Limited Partnership
c/o RBC Tax Credit Equity, LLC
600 Superior Avenue
Suite 2300
Cleveland, OH 44114
Attention: President and General Counsel

with a copy to:

RBC Tax Credit Manager II, Inc.
c/o RBC Tax Credit Equity, LLC

600 Superior Avenue
Suite 2300
Cleveland, OH 44114
Attention: President and General Counsel

Any notice, demand or communication will be deemed given, received, made or communicated on the date personal delivery is effected or, if mailed in the manner herein specified, on the delivery date or date delivery is refused by the addressee, as shown on the return receipt. Either party may change its address at any time by giving written notice of such change to Beneficiary or Trustor as the case may be, in the manner provided herein, at least ten (10) days prior to the date such change is desired to be effective.

Section 8.4 Successors and Joint Trustors.

Where an obligation created herein is binding upon Trustor, the obligation also applies to and binds any transferee or successors in interest. Where the terms of the Deed of Trust have the effect of creating an obligation of the Trustor and a transferee, such obligation will be deemed to be a joint and several obligation of the Trustor and such transferee. Where Trustor is more than one entity or person, all obligations of Trustor will be deemed to be a joint and several obligation of each and every entity and person comprising Trustor.

Section 8.5 Captions.

The captions or headings at the beginning of each Section hereof are for the convenience of the parties and are not a part of this Deed of Trust.

Section 8.6 Invalidity of Certain Provisions.

Every provision of this Deed of Trust is intended to be severable. In the event any term or provision hereof is declared to be illegal or invalid for any reason whatsoever by a court or other body of competent jurisdiction, such illegality or invalidity will not affect the balance of the terms and provisions hereof, which terms and provisions will remain binding and enforceable. If the lien of this Deed of Trust is invalid or unenforceable as to any part of the debt, or if the lien is invalid or unenforceable as to any part of the Security, the unsecured or partially secured portion of the debt, and all payments made on the debt, whether voluntary or under Foreclosure (as defined in Section 8.14) or other enforcement action or procedure, will be considered to have been first paid or applied to the full payment of that portion of the debt that is not secured or partially secured by the lien of this Deed of Trust.

Section 8.7 Governing Law.

This Deed of Trust is governed by the laws of the State of California.

Section 8.8 Gender and Number.

In this Deed of Trust the singular includes the plural and the masculine includes the feminine and neuter and vice versa, if the context so requires.

Section 8.9 Deed of Trust, Mortgage.

Any reference in this Deed of Trust to a mortgage also refers to a deed of trust and any reference to a deed of trust also refers to a mortgage.

Section 8.10 Actions.

Trustor shall appear in and defend any action or proceeding purporting to affect the Security.

Section 8.11 Substitution of Trustee.

Beneficiary may from time to time substitute a successor or successors to any Trustee named herein or acting hereunder to execute this Trust. Upon such appointment, and without conveyance to the successor trustee, the latter will be vested with all title, powers, and duties conferred upon any Trustee herein named or acting hereunder. Each such appointment and substitution is to be made by written instrument executed by Beneficiary, containing reference to this Deed of Trust and its place of record, which, when duly recorded in the proper office of the county or counties in which the Property is situated, will be conclusive proof of proper appointment of the successor trustee.

Section 8.12 Statute of Limitations.

The pleading of any statute of limitations as a defense to any and all obligations secured by this Deed of Trust is hereby waived to the full extent permissible by law.

Section 8.13 Acceptance by Trustee.

Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made public record as provided by law. Except as otherwise provided by law, the Trustee is not obligated to notify any party hereto of a pending sale under this Deed of Trust or of any action or proceeding in which Trustor, Beneficiary, or Trustee is a party unless brought by Trustee.

Section 8.14 Tax Credit Provisions.

Notwithstanding anything to the contrary contained herein or in any documents secured by this Deed of Trust or contained in any subordination agreement, and to the extent applicable, the Beneficiary acknowledges and agrees that in the event of a foreclosure or deed-in-lieu of foreclosure (collectively, "Foreclosure") with respect to the Security encumbered by this Deed of Trust, the following rule contained in 26 U.S.C. Section 42(h)(6)(E)(ii), as amended, applies:

For a period of three (3) years from the date of Foreclosure, with respect to an existing tenant of any low-income unit, (i) such tenant may not be subject to eviction or termination of their tenancy (other than for good cause), (ii) nor may such tenant's gross rent with respect to such unit be increased, except as otherwise permitted under Section 42 of the Internal Revenue Code.

IN WITNESS WHEREOF, Trustor has executed this Deed of Trust as of the day and year first above written.

CHESLEY AVENUE LIMITED PARTNERSHIP, a
California limited partnership

By: Chesley Avenue LLC, a California limited liability
company, its general partner

By: Eden Housing, Inc., a California nonprofit
public benefit corporation, its member

By: _____
Linda Mandolini,
Executive Director

By: Community Housing Development
Corporation of North Richmond., a
California nonprofit public benefit
corporation, its member

By: _____
Don Gilmore,
Executive Director

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 _____)

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

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

WITNESS my hand and official seal.

Name: _____
Notary Public

EXHIBIT A

LEGAL DESCRIPTION

The land is situated in the State of California, County of Contra Costa, and is described as follows:

LOTS 8 THROUGH 28, INCLUSIVE, BLOCK 210, AS SHOWN ON THE MAP OF WALLS SECOND ADDITION TO THE CITY OF RICHMOND, FILED MARCH 4, 1912, IN BOOK 6 OF MAPS, PAGE 140, CONTRA COSTA COUNTY RECORDS.

APN: **561-251-003**

PROMISSORY NOTE
Chesley Mutual Housing
(CDBG Funds)

\$350,000

Martinez, California
April 1, 2019

FOR VALUE RECEIVED, the undersigned Chesley Avenue Limited Partnership, a California limited partnership ("Borrower") hereby promises to pay to the order of the County of Contra Costa, a political subdivision of the State of California ("Holder"), the principal amount of Three Hundred Fifty Thousand Dollars (\$350,000) plus interest thereon pursuant to Section 2 below.

All capitalized terms used but not defined in this Note have the meanings set forth in the Loan Agreement.

1. Borrower's Obligation. This Note evidences Borrower's obligation to repay Holder the principal amount of Three Hundred Fifty Thousand Dollars (\$350,000) with interest for the funds loaned to Borrower by Holder to finance the rehabilitation of the Development pursuant to the CDBG Loan Agreement between Borrower and Holder of even date herewith (the "Loan Agreement").

2. Interest.

(a) Subject to the provisions of Subsection (b) below, the Loan bears simple interest at a rate of three percent (3%) per annum from the date of disbursement until full repayment of the principal balance of the Loan.

(b) If an Event of Default occurs, interest will accrue on all amounts due under this Note at the Default Rate until such Event of Default is cured by Borrower or waived by Holder.

3. Term and Repayment Requirements. Principal and interest under this Note is due and payable as set forth in Section 2.8 of the Loan Agreement. The unpaid principal balance hereunder, together with accrued interest thereon, is due and payable no later than the date that is the forty-fifth (45th) anniversary of the Completion Date; provided, however, if a record of the Completion Date cannot be located or established, the Loan is due and payable on the forty-sixth (46th) anniversary of the date of this Note.

4. No Assumption. This Note is not assumable by the successors and assigns of Borrower without the prior written consent of Holder, except as provided in the Loan Agreement.

5. Security. This Note, with interest, is secured by the Deed of Trust. Upon execution, the Deed of Trust will be recorded in the official records of Contra Costa County, California. Upon recordation of the Deed of Trust, this Note will become nonrecourse to

Borrower and Borrower's partners, pursuant to and except as provided in Section 2.9 of the Loan Agreement which Section 2.9 is hereby incorporated into this Note. The terms of the Deed of Trust are hereby incorporated into this Note and made a part hereof.

6. Terms of Payment.

(a) Borrower shall make all payments due under this Note in currency of the United States of America to Holder at Department of Conservation and Development, 30 Muir Road, Martinez, CA 94553, Attention: Affordable Housing Program Manager, or to such other place as Holder may from time to time designate.

(b) All payments on this Note are without expense to Holder. Borrower shall pay all costs and expenses, including re-conveyance fees and reasonable attorneys' fees of Holder, incurred in connection with the enforcement of this Note and the release of any security hereof.

(c) Notwithstanding any other provision of this Note, or any instrument securing the obligations of Borrower under this Note, if, for any reason whatsoever, the payment of any sums by Borrower pursuant to the terms of this Note would result in the payment of interest that exceeds the amount that Holder may legally charge under the laws of the State of California, then the amount by which payments exceed the lawful interest rate will automatically be deducted from the principal balance owing on this Note, so that in no event is Borrower obligated under the terms of this Note to pay any interest that would exceed the lawful rate.

(d) The obligations of Borrower under this Note are absolute and Borrower waives any and all rights to offset, deduct or withhold any payments or charges due under this Note for any reason whatsoever.

7. Event of Default; Acceleration.

(a) Upon the occurrence of an Event of Default, the entire unpaid principal balance, together with all interest thereon, and together with all other sums then payable under this Note and the Deed of Trust will, at the option of Holder, become immediately due and payable without further demand.

(b) Holder's failure to exercise the remedy set forth in Subsection 7(a) above or any other remedy provided by law upon the occurrence of an Event of Default does not constitute a waiver of the right to exercise any remedy at any subsequent time in respect to the same or any other Event of Default. The acceptance by Holder of any payment that is less than the total of all amounts due and payable at the time of such payment does not constitute a waiver of the right to exercise any of the foregoing remedies or options at that time or at any subsequent time, or nullify any prior exercise of any such remedy or option, without the express consent of Holder, except as and to the extent otherwise provided by law.

8. Waivers.

(a) Borrower hereby waives diligence, presentment, protest and demand, and

notice of protest, notice of demand, notice of dishonor and notice of non-payment of this Note. Borrower expressly agrees that this Note or any payment hereunder may be extended from time to time, and that Holder may accept further security or release any security for this Note, all without in any way affecting the liability of Borrower.

(b) Any extension of time for payment of this Note or any installment hereof made by agreement of Holder with any person now or hereafter liable for payment of this Note must not operate to release, discharge, modify, change or affect the original liability of Borrower under this Note, either in whole or in part.

9. Miscellaneous Provisions.

(a) All notices to Holder or Borrower are to be given in the manner and at the addresses set forth in the Loan Agreement, or to such addresses as Holder and Borrower may therein designate.

(b) Borrower promises to pay all costs and expenses, including reasonable attorney's fees, incurred by Holder in the enforcement of the provisions of this Note, regardless of whether suit is filed to seek enforcement.

(c) This Note is governed by the laws of the State of California.

(d) The times for the performance of any obligations hereunder are to be strictly construed, time being of the essence.

(e) The Loan Documents, of which this Note is a part, contain the entire agreement between the parties as to the Loan. This Note may not be modified except upon the written consent of the parties.

[signature on following page]

IN WITNESS WHEREOF, Borrower is executing this Promissory Note as of the day and year first above written.

CHESLEY AVENUE LIMITED PARTNERSHIP, a
California limited partnership

By: Chesley Avenue LLC, a California limited liability
company, its general partner

By: Eden Housing, Inc., a California nonprofit
public benefit corporation, its member

By: _____
Linda Mandolini,
Executive Director

By: Community Housing Development
Corporation of North Richmond., a
California nonprofit public benefit
corporation, its member

By: _____
Don Gilmore,
Executive Director

CDBG LOAN AGREEMENT
Chesley Mutual Housing

This CDBG Loan Agreement (the "Agreement") is dated _____, 2019, and is between the County of Contra Costa, a political subdivision of the State of California (the "County"), and Chesley Avenue Limited Partnership, a California limited partnership ("Borrower").

RECITALS

A. Defined terms used but not defined in these recitals are as defined in Article 1 of this Agreement.

B. The County has received funds from the United States Department of Housing and Urban Development ("HUD") under Title I of the Housing and Community Development Act of 1974, as amended ("CDBG Funds"). The CDBG Funds must be used by the County in accordance with 24 C.F.R. Part 570.

C. Borrower is the owner of the real property commonly known as 802 Chesley Avenue, located in the County of Contra Costa, State of California, as more particularly described in Exhibit A (the "Property"). Borrower intends to rehabilitate the thirty (30) multifamily housing units currently existing on the Property, twenty-nine (29) of which will be for rental to extremely low and very low income households, including one (1) manager's unit (the "Development"). The Development, as well as all landscaping, roads and parking spaces on the Property and any additional improvements on the Property, are the "Improvements".

D. Borrower desires to borrow from the County Three Hundred Fifty Thousand Dollars (\$350,000) of CDBG Funds (the "Loan").

E. The Loan is evidenced by this Agreement, the Note, and the Regulatory Agreement, and is secured by the Deed of Trust.

F. The Loan is being made to finance rehabilitation costs of the Development. Rehabilitation of the Development is intended to maintain the supply of affordable rental housing in Contra Costa County. Due to the assistance provided Borrower through the Loan, the County is designating twenty-nine (29) units as CDBG-assisted units (the "County-Assisted Units").

G. The County has determined the Development to be categorically exempt pursuant to the California Environmental Quality Act (Public Resources Code Sections 21000 et seq.) ("CEQA").

H. In accordance with the National Environmental Policy Act of 1969, as amended (42 U.S.C. 4321-4347) ("NEPA"), the County has completed and approved all applicable environmental review for the activities proposed to be undertaken under this Agreement.

The parties therefore agree as follows:

AGREEMENT

ARTICLE 1 DEFINITIONS AND EXHIBITS

Section 1.1 Definitions.

The following terms have the following meanings:

- (a) "Agreement" means this CDBG Loan Agreement.
- (b) "AHP Loan" has the meaning set forth in Section 1.1(d)(iv).
- (c) "Approved Development Budget" means the proforma development budget, including sources and uses of funds, as approved by the County, and attached hereto and incorporated herein as Exhibit B.
- (d) "Approved Financing" means Borrower's existing debt on the Property, which consists of all of the following loans, grants, and equity obtained by Borrower and approved by the County for the purpose of financing the acquisition of the Property and construction of the Development:
 - (i) loan from the City in the amount of Two Hundred Twenty-Three Thousand Five Hundred Dollars (\$223,500), secured by a deed of trust recorded on December 17, 2003, as Instrument No. 2003-0605380 (the "City Loan");
 - (ii) multi-family housing revenue tax exempt bonds in the approximate amount of Five Million Five Hundred Seventy-Four Thousand Dollars (\$5,574,000) issued by the County of Contra Costa that are purchased by U.S. Bank National Association (the "Bank"), and the sale proceeds of which are loaned to Borrower, secured by a deed of trust recorded on December 17, 2003, as Instrument No. 2003-0605376 (the "Bank Loan");
 - (iii) loan from the City, as housing successor to the former Redevelopment Agency of the City of Richmond in accordance with California Health and Safety Code Section 34176, in the amount of Four Million Seven Hundred Forty-One Thousand Four Hundred Ninety-Two Dollars (\$4,741,492), secured by a deed of trust recorded on December 17, 2003, as Instrument No. 2003-0605378 (the "City Redevelopment Loan"); and
 - (iv) AHP loan from Mississippi Valley Life Insurance Company, an Arizona corporation, in the amount Two Hundred and Five Thousand Five Hundred Dollars (\$205,500), secured by a deed of trust recorded on September 24, 2004, as Instrument No. 2004-0368336 (the "AHP Loan").
- (e) "Bank" has the meaning set forth in Section 1.1(d)(ii).
- (f) "Bank Loan" has the meaning set forth in Section 1.1(d)(ii).

(g) "Bid Package" means the package of documents Borrower's general contractor is required to distribute to potential bidders as part of the process of selecting subcontractors for the Development. The Bid Package is to include the following: (i) an invitation to bid; (ii) copy of the proposed construction contract; (iii) a form of bid guarantee that is reasonably acceptable to the County that guarantees, at a minimum, an amount equal to five percent (5%) of the bid price; and (iv) all Construction Plans.

(h) "Borrower" has the meaning set forth in the first paragraph of this Agreement.

(i) "CDBG" means the Community Development Block Grant Program, funded pursuant to Title I of the Housing and Community Development Act of 1974 (42 USC 5301, et seq.).

(j) "CDBG Funds" has the meaning set forth in Paragraph B of the Recitals.

(k) "CEQA" has the meaning set forth in Paragraph G of the Recitals.

(l) "CHDC" means Community Housing Development Corporation of North Richmond, a California nonprofit public benefit corporation.

(m) "City" means the City of Richmond, California, a municipal corporation.

(n) "City Loan" has the meaning set forth in Section 1.1(d)(i).

(o) "City Redevelopment Loan" has the meaning set forth in Section 1.1(d)(iii).

(p) "Commencement of Construction" has the meaning set forth in Section 3.5.

(q) "Completion Date" means the date of completion of the rehabilitation of the Improvements as evidenced by building permit sign-off or equivalent document issued by the County to certify that the Development may be legally occupied.

(r) "Construction Plans" means all construction documentation upon which Borrower and Borrower's general contractor rely in rehabilitating the Improvements on the Property (including the units in the Development, landscaping, parking, and common areas) and includes, but is not limited to, final architectural drawings, landscaping plans and specifications, final elevations, building plans and specifications (also known as "working drawings").

(s) "County" has the meaning set forth in the first paragraph of this Agreement.

(t) "County-Assisted Units" has the meaning set forth in Paragraph F of the Recitals.

(u) "Deed of Trust" means the Deed of Trust with Assignment of Rents, Security Agreement, and Fixture Filing of even date herewith among Borrower, as Trustor, Old

Republic Title Company, as trustee, and the County, as beneficiary, that will encumber the Property to secure repayment of the Loan and performance of the covenants of the Loan Documents.

(v) "Default Rate" means the lesser of the maximum rate permitted by law and ten percent (10%) per annum.

(w) "Development" has the meaning set forth in Paragraph C of the Recitals.

(x) "Eden" means Eden Housing, Inc., a California nonprofit public benefit corporation.

(y) "Event of Default" has the meaning set forth in Section 6.1.

(z) "Fifteen Year Compliance Period" means the fifteen (15) year compliance period as described in Section 42(i)(1) of the Internal Revenue Code of 1986, as amended.

(aa) "Hazardous Materials" means: (i) any substance, material, or waste that is petroleum, petroleum-related, or a petroleum by-product, asbestos or asbestos-containing material, polychlorinated biphenyls, flammable, explosive, radioactive, freon gas, radon, or a pesticide, herbicide, or any other agricultural chemical, and (ii) any waste, substance or material defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "toxic materials", "toxic waste", "toxic substances," or words of similar import under any Hazardous Materials Law.

(bb) "Hazardous Materials Claims" means with respect to the Property (i) any and all enforcement, cleanup, removal or other governmental or regulatory actions instituted, completed or threatened against Borrower or the Property pursuant to any Hazardous Materials Law; and (ii) all claims made or threatened by any third party against Borrower or the Property relating to damage, contribution, cost recovery compensation, loss or injury resulting from any Hazardous Materials.

(cc) "Hazardous Materials Law" means any federal, state or local laws, ordinances, or regulations relating to any Hazardous Materials, health, industrial hygiene, environmental conditions, or the regulation or protection of the environment, and all amendments thereto as of this date and to be added in the future and any successor statute or rule or regulation promulgated thereto.

(dd) "HUD" has the meaning set forth in Paragraph B of the Recitals.

(ee) "Improvements" has the meaning set forth in Paragraph C of the Recitals.

(ff) "Investor Limited Partner" means collectively, Apollo Tax Credit Fund-XXIX Limited Partnership, a Delaware limited partnership, its successors and assigns, and RBC Tax Credit Manager II, Inc., a Delaware corporation, its successors and assigns.

(gg) "Loan Documents" means this Agreement, the Note, the Regulatory Agreement, and the Deed of Trust.

- (hh) "Loan" has the meaning set forth in Paragraph D of the Recitals.
- (ii) "NEPA" has the meaning set forth in Paragraph H of the Recitals.
- (jj) "Note" means the promissory note of even date herewith that evidences Borrower's obligation to repay the Loan.
- (kk) "Operating Reserve Account" has the meaning set forth in Section 4.1(b).
- (ll) "Partnership Agreement" means the agreement between Borrower's general partner and the Investor Limited Partner that governs the operation and organization of Borrower as a California limited partnership.
- (mm) "Property" has the meaning set forth in Paragraph C of the Recitals.
- (nn) "Regulatory Agreement" means the Regulatory Agreement and Declaration of Restrictive Covenants, of even date herewith, between the County and Borrower related to the Loan, to be recorded against the Property.
- (oo) "Replacement Reserve Account" has the meaning set forth in Section 4.1(a).
- (pp) "Retention Amount" means Ten Thousand Dollars (\$10,000) of the Loan, the disbursement of which is described in Section 2.7.
- (qq) "Senior Loan" has the meaning set forth in Section 2.5.
- (rr) "TCAC" means the California Tax Credit Allocation Committee.
- (ss) "Tenant" means the tenant household that occupies a unit in the Development.
- (tt) "Term" means the period of time that commences on the date of this Agreement, and expires, unless sooner terminated in accordance with this Agreement, on the forty-fifth (45th) anniversary of the Completion Date; provided, however, if a record of the Completion Date cannot be located or established, the Term will expire on the forty-sixth (46th) anniversary of this Agreement.
- (uu) "Transfer" has the meaning set forth in Section 4.12 below.
- (vv) "Unit" means a unit in the Development.

Section 1.2 Exhibits

The following exhibits are attached to this Agreement and incorporated into this Agreement by this reference:

- Exhibit A: Legal Description of the Property
- Exhibit B: Approved Development Budget

ARTICLE 2 LOAN PROVISIONS

Section 2.1 Loan.

Upon satisfaction of the conditions set forth in Section 2.6 and Section 2.7 of this Agreement, the County shall lend to Borrower the Loan for the purposes set forth in Section 2.3 of this Agreement. Borrower's obligation to repay the Loan is evidenced by the Note.

Section 2.2 Interest.

(a) Loan. Subject to the provisions of subsection (b) below, simple interest will accrue on the outstanding principal balance of the Loan at a per annum rate of interest equal to three percent (3%), commencing on the date of disbursement.

(b) Default Interest. Upon the occurrence of an Event of a Default, interest on the outstanding principal balance of the Loan will begin to accrue, beginning on the date of such occurrence and continuing until the date the Loan is repaid in full or the Event of Default is cured, at the Default Rate.

Section 2.3 Use of Loan Funds.

(a) Borrower shall use the Loan for rehabilitation costs, consistent with the Approved Development Budget. Borrower may not use the Loan proceeds for any other purposes without the prior written consent of the County.

Section 2.4 Security.

In consideration of the Loan, Borrower shall (i) secure its obligation to repay the Loan, as evidenced by the Note, by executing the Deed of Trust, and cause or permit it to be recorded as a lien against the Property, and (ii) execute the Regulatory Agreement, and cause or permit it to be recorded against the Property.

Section 2.5 Subordination.

(a) Any agreement by the County to subordinate the Deed of Trust and/or Regulatory Agreement to an encumbrance securing and/or evidencing the Bank Loan, City Loan, the City Redevelopment Loan, the AHP Loan, or any loan obtained by Borrower to refinance the Bank Loan (collectively, the "Senior Loan") will be subject to the satisfaction of each of the following conditions:

(i) All of the proceeds of the Senior Loan, less any transaction costs, are used to provide acquisition, construction and/or permanent financing for the Development.

(ii) The lender of the Senior Loan is a state or federally chartered financial institution, a nonprofit corporation or a public entity that is not affiliated with Borrower or any of Borrower's affiliates, other than as a depositor or a lender.

(iii) Borrower demonstrates to the County's satisfaction that subordination of the Deed of Trust and the Regulatory Agreement is necessary to secure adequate acquisition, construction, and/or permanent financing to ensure the viability of the Development, including the operation of the Development as affordable housing, as required by the Loan Documents. To satisfy this requirement, Borrower must provide to the County, in addition to any other information reasonably required by the County, evidence demonstrating that the proposed amount of the Senior Loan is necessary to provide adequate acquisition, construction, and/or permanent financing to ensure the viability of the Development, and adequate financing for the Development would not be available without the proposed subordination.

(iv) The subordination agreement(s) is structured to minimize the risk that the Deed of Trust and the Regulatory Agreement will be extinguished as a result of a foreclosure by the Bank or other holder of the Senior Loan. To satisfy this requirement, the subordination agreement must provide the County with adequate rights to cure any defaults by Borrower, including: (1) providing the County or its successor with copies of any notices of default at the same time and in the same manner as provided to Borrower; and (2) providing the County with a cure period of at least sixty (60) days to cure any default.

(v) The subordination(s) of the Loan is effective only during the original term of the Senior Loan and any extension of its term that is approved in writing by the County.

(vi) The subordination does not limit the effect of the Deed of Trust and the Regulatory Agreement before a foreclosure, nor require the consent of the holder(s) of the Senior Loan prior to the County exercising any remedies available to the County under the Loan Documents.

(b) Upon a determination by the County's Deputy Director – Department of Conservation and Development that the conditions in this Section have been satisfied, the Deputy Director – Department of Conservation and Development or his/her designee will be authorized to execute the approved subordination agreement without the necessity of any further action or approval.

Section 2.6 Conditions Precedent to Disbursement of Loan Funds.

The disbursements made pursuant to this Section 2.6 may not exceed Three Hundred Forty Thousand Dollars (\$340,000). The County is not obligated to disburse any portion of the Loan, or to take any other action under the Loan Documents unless all of the following conditions have been and continue to be satisfied:

(a) There exists no Event of Default nor any act, failure, omission or condition that would constitute an Event of Default under this Agreement;

(b) Borrower holds title to the Property or is acquiring title to the Property simultaneously with the disbursement of the Loan proceeds;

(c) Borrower has delivered to the County a copy of a corporate resolution authorizing Borrower to obtain the Loan and all other Approved Financing, and execute the Loan Documents;

(d) There exists no material adverse change in the financial condition of Borrower from that shown by the financial statements and other data and information furnished by Borrower to the County prior to the date of this Agreement;

(e) Borrower has furnished the County with evidence of the insurance coverage meeting the requirements of Section 4.13 below;

(f) Borrower has executed and delivered to the County the Loan Documents and has caused all other documents, instruments, and policies required under the Loan Documents to be delivered to the County;

(g) The Deed of Trust and the Regulatory Agreement have been recorded against the Property in the Office of the Recorder of the County of Contra Costa;

(h) A title insurer reasonably acceptable to the County is unconditionally and irrevocably committed to issuing an LP-10 2006 ALTA Lender's Policy of title insurance insuring the priority of the Deed of Trust in the amount of the Loan, subject only to such exceptions and exclusions as may be reasonably acceptable to the County, and containing such endorsements as the County may reasonably require. Borrower shall provide whatever documentation (including an indemnification agreement), deposits or surety is reasonably required by the title company in order for the County's Deed of Trust to be senior in lien priority to any mechanics liens in connection with any start of construction that has occurred prior to the recordation of the Deed of Trust against the Property in the Office of the Recorder of the County of Contra Costa;

(i) All environmental review necessary for the rehabilitation of the Development has been completed, and Borrower has provided the County evidence of planned compliance with all NEPA and CEQA requirements and mitigation measures applicable to construction, and evidence of compliance with all NEPA and CEQA requirements and mitigation measures applicable to preconstruction, if any;

(j) Borrower has obtained all permits and approvals necessary for the rehabilitation of the Development;

(k) The County has received and approved the Bid Package for the subcontractors for the rehabilitation of the Development pursuant to Section 3.2 below;

(l) The County has received and approved the general contractor's construction contract that Borrower has entered or proposed to enter for the rehabilitation of the Development pursuant to Section 3.3 below;

(m) The County has received and approved labor and material (payment) bonds and performance bonds as required pursuant to Section 3.4 below;

(n) Borrower has provided evidence of sufficient funds in the Replacement Reserve Account to perform the rehabilitation and has received all consents necessary to withdraw funds from the Replacement Reserve Account;

(o) The County has determined the undisbursed proceeds of the Loan, together with other funds or firm commitments for funds that Borrower has obtained in connection with the rehabilitation of the Development, are not less than the amount the County determines is necessary to pay for the rehabilitation of the Development and to satisfy all of the covenants contained in this Agreement and the Regulatory Agreement; and

(p) The County has received a written draw request from Borrower, including: (i) certification that the condition set forth in Section 2.6(a) continues to be satisfied; (ii) certification that the proposed uses of funds is consistent with the Approved Development Budget; (iii) the amount of funds needed; and, (iv) where applicable, a copy of the bill or invoice covering a cost incurred or to be incurred. When a disbursement is requested to pay any contractor in connection with improvements on the Property, the written request must be accompanied by: (1) certification by Borrower's architect reasonably acceptable to the County that the work for which disbursement is requested has been completed (although the County reserves the right to inspect the Property and make an independent evaluation); and (2) lien releases and/or mechanics lien title insurance endorsements reasonably acceptable to the County.

Section 2.7 Conditions Precedent to Disbursement of Retention.

The County is not obligated to disburse the Retention Amount unless the following conditions precedent are satisfied:

(a) The County has received a completion report from Borrower setting forth: (i) the income, household size, race, and ethnicity of Tenants of the County-Assisted Units; (ii) and the unit address, unit size, rent amount and utility allowance for all County-Assisted Units;

(b) The County has received from Borrower copies of the certificate of occupancy or equivalent final permit sign-offs for the Development;

(c) The County has received from Borrower current evidence of the insurance coverage meeting the requirements of Section 4.13 below;

(d) The County has received from Borrower a form of Tenant lease;

(e) The County has received from Borrower evidence of marketing for any vacant County-Assisted Unit in the Development such as copies of flyers, list of media ads, list of agencies and organizations receiving information on availability of such units, as applicable;

(f) The County has received from Borrower all relevant contract activity information, including compliance with Section 3 requirements as set forth in Section 4.5(b)(x) of the Regulatory Agreement, and minority-owned (MBE) and women-owned (WBE) business requirements;

(g) If Borrower was required to comply with relocation requirements as set forth in Section 4.5(b)(vi) of the Regulatory Agreement, the County has received from Borrower evidence of compliance with all applicable relocation requirements;

(h) The County has received from Borrower a copy of the management agreement and contact information for the property manager of the Development and the name and phone number of the on-site property manager;

(i) If Borrower is required to pay prevailing wages under the Davis-Bacon Act (40 U.S.C. 3141-3148), the County has received confirmation that Borrower has submitted all certified payrolls to the County, and any identified payment issues have been resolved, or Borrower is working diligently to resolve any such issues; and

(j) The County has received a written draw request from Borrower, including certification that the condition set forth in Section 2.6(a) continues to be satisfied, and setting forth the proposed uses of funds consistent with the Approved Development Budget, and, where applicable, a copy of the bill or invoice covering a cost incurred or to be incurred. Borrower shall apply the disbursement for the purpose(s) requested.

Section 2.8 Repayment Schedule.

(a) Deferred Payment. Except as set forth in Section 2.8(b), repayments of the outstanding principal balance and accrued interest on the Loan will be deferred for the Term.

(b) Payment in Full of Loan. Borrower shall pay all outstanding principal and accrued interest on the Loan, in full, on the earliest to occur of: (i) any Transfer other than as permitted pursuant to Section 4.12; (ii) an Event of Default; and (iii) the expiration of the Term.

(c) Prepayment. Borrower may prepay the Loan at any time without premium or penalty. However, the Regulatory Agreement and the Deed of Trust will remain in effect for the entire Term, regardless of any prepayment or Transfer.

Section 2.9 Non-Recourse.

Except as provided below, neither Borrower, nor any partner of Borrower, has any direct or indirect personal liability for payment of the principal of, and interest on, the Loan. Following recordation of the Deed of Trust, the sole recourse of the County with respect to the principal of, or interest on, the Note will be to the property described in the Deed of Trust; provided, however, that nothing contained in the foregoing limitation of liability limits or impairs the enforcement of all the rights and remedies of the County against all such security for the Note, or impairs the right of County to assert the unpaid principal amount of the Note as demand for money within the meaning and intent of Section 431.70 of the California Code of Civil Procedure or any successor provision thereto. The foregoing limitation of liability is intended to apply only to the obligation to repay the principal and interest on the Note. Except as hereafter set forth; nothing contained herein is intended to relieve Borrower of its obligation to indemnify the County under the Loan Documents including but not limited to Sections 3.8, 3.9, 4.6, and 7.4 of this Agreement and Sections 2.1(c), 2.1(d), and 4.5(b)(vi) of the Regulatory Agreement, or liability for: (i) loss or damage of any kind resulting from waste, fraud or willful misrepresentation; (ii)

the failure to pay taxes, assessments or other charges which may create liens on the Property that are payable or applicable prior to any foreclosure under the Deed of Trust (to the full extent of such taxes, assessments or other charges); (iii) the fair market value of any personal property or fixtures removed or disposed of by Borrower other than in accordance with the Deed of Trust; and (iv) the misappropriation of any proceeds under any insurance policies or awards resulting from condemnation or the exercise of the power of eminent domain or by reason of damage, loss or destruction to any portion of the Property.

ARTICLE 3 REHABILITATION OF THE DEVELOPMENT

Section 3.1 Permits and Approvals.

Borrower shall obtain all permits or permit ready letter and approvals necessary for the rehabilitation of the Development no later than June 30, 2019 or such later date that the County approves in writing.

Section 3.2 Bid Package.

Not later than thirty (30) days prior to Borrower's proposed date for advertising the Bid Package, Borrower shall submit to the County a copy of Borrower's general contractor's proposed Bid Package. The County's Deputy Director, Department of Conservation and Development, or his or her designee, shall approve or disapprove the Bid Package within fifteen (15) days after receipt of the Bid Package by the County. If the County rejects the proposed Bid Package the reasons therefore must be given to Borrower. Borrower will then have fifteen (15) days to revise the proposed Bid Package and resubmit it to the County. The County will then have fifteen (15) days to review and approve Borrower's new or corrected Bid Package. The provisions of this Section will continue to apply until a proposed Bid Package has been approved by the County. Borrower may not publish a proposed Bid Package until it has been approved by the County.

Section 3.3 Construction Contract.

(a) Not later than fifteen (15) days prior to the proposed Commencement of Construction, Borrower shall submit to the County for its approval a draft of the proposed construction contract for the Development. All construction work and professional services are to be performed by persons or entities licensed or otherwise authorized to perform the applicable construction work or service in the State of California. Each contract that Borrower enters for rehabilitation of the Development is to provide that at least ten percent (10%) of the costs incurred will be payable only upon completion of the rehabilitation, subject to early release of retention for specified subcontractors upon approval by the County. The construction contract will include all applicable CDBG requirements set forth in Section 4.5 of the Regulatory Agreement. The County's approval of the construction contract may not be deemed to constitute approval of or concurrence with any term or condition of the construction contract except as such term or condition may be required by this Agreement.

(b) Upon receipt by the County of the proposed construction contract, the County shall promptly review same and approve or disapprove it within ten (10) days. If the

construction contract is not approved by the County, the County shall set forth in writing and notify Borrower of the County's reasons for withholding such approval. Borrower shall thereafter submit a revised construction contract for County approval, which approval is to be granted or denied in ten (10) days in accordance with the procedures set forth above. Any construction contract executed by Borrower for the Development is to be in the form approved by the County.

Section 3.4 Construction Bonds.

Not later than thirty (30) days prior to the proposed Commencement of Construction Borrower shall deliver to the County copies of labor and material bonds and performance bonds for the rehabilitation of the Development in an amount equal to one hundred percent (100%) of the scheduled cost of the rehabilitation of the Development. Such bonds must name the County as a co-obligee.

Section 3.5 Commencement of Construction.

Borrower shall cause the Commencement of Construction of the Development to occur no later than January 1, 2020 or such later date that the County approves in writing. For the purposes of this Agreement, "Commencement of Construction" means the date set for the start of rehabilitation of the Development in the notice to proceed issued by Borrower to Borrower's general contractor.

Section 3.6 Completion of Construction.

(a) Borrower shall diligently prosecute rehabilitation of the Development to completion, and shall cause the rehabilitation of the Development to be completed no later than June 30, 2020 or such later date that the County approves in writing.

(b) Borrower shall give notice to the County upon completion of rehabilitation of the Development. Upon receipt of such notice the County will perform an inspection of the Development to determine if the Development was constructed in accordance with the Loan Documents. If the County determines the Development was not constructed in accordance with the terms of the Loan Documents, the County will provide Borrower with a written report of the deficiencies. Borrower shall correct such deficiencies within the timeframe set forth in the notice provided to Borrower by County.

Section 3.7 Changes; Construction Pursuant to Plans and Laws.

(a) Changes. Borrower shall rehabilitate the Development in conformance with: (i) the plans and specifications approved by the County's Building Inspection Department; and (ii) the Approved Development Budget. Borrower shall notify the County in a timely manner of any changes in the work required to be performed under this Agreement, including any additions, changes, or deletions to the plans and specifications approved by the City. Written authorization from the County must be obtained before any of the following changes, additions, or deletions in work for the Development may be performed: (i) any change in the work the cost of which exceeds Ten Thousand Dollars (\$10,000); or (ii) any set of changes in the

work the cost of which cumulatively exceeds Fifty Thousand Dollars (\$50,000) or ten percent (10%) of the Loan amount, whichever is less; or (iii) any material change in building materials or equipment, specifications, or the structural or architectural design or appearance of the Development as provided for in the plans and specifications approved by the County. The County's consent to any additions, changes, or deletions to the work does not relieve or release Borrower from any other obligations under this Agreement, or relieve or release Borrower or its surety from any surety bond.

(b) Compliance with Laws. Borrower shall cause all work performed in connection with the Development to be performed in compliance with:

(i) all applicable laws, codes (including building codes and codes applicable to the mitigation of disasters such as earthquakes), ordinances, rules and regulations of federal, state, county or municipal governments or agencies now in force or that may be enacted hereafter; and

(ii) all directions, rules and regulations of any fire marshal, health officer, building inspector, or other officer of every governmental agency now having or hereafter acquiring jurisdiction. Borrower may permit the work to proceed only after procurement of each permit, license, or other authorization that may be required by any governmental agency having jurisdiction, and Borrower is responsible to the County for the procurement and maintenance thereof.

Section 3.8 Prevailing Wages.

(a) Davis Bacon. To the extent required by applicable law Borrower shall cause rehabilitation of the Development to be in compliance with the prevailing wage requirements of the federal Davis-Bacon Act (40 U.S.C. 3141-3148). Borrower shall indemnify, hold harmless and defend (with counsel reasonably acceptable to the County) the County against any claim for damages, compensation, fines, penalties or other amounts arising out of the failure or alleged failure of any person or entity (including Borrower, its contractor and subcontractors) to pay prevailing wages as determined pursuant to the prevailing wage provisions of the federal Davis-Bacon Act and implementing rules and regulations in connection with the construction of the Development or any other work undertaken or in connection with the Property. The requirements in this subsection survive the repayment of the Loan, and the reconveyance of the Deed of Trust.

(b) State Prevailing Wages. This Agreement has been prepared with the intention that the financial assistance provided by the County under this Agreement meets the exceptions set forth in California Labor Code Section 1720(c)(5)(E) to the general requirement that state prevailing wages be paid in connection with construction work that is paid for in whole or in part out of public funds. However, to the extent other funding sources, a future court decision or a Department of Industrial Relations (the "DIR") determination require the payment of prevailing wages on the Development and related requirements under the Labor Code, then the following shall apply:

(i) In accordance with Labor Code Sections 1725.5 and 1771.1, Borrower shall and shall cause its contractors and subcontractors to pay prevailing wages in the

rehabilitation of the Development as those wages are determined pursuant to Labor Code Sections 1720 et seq. and the implementing regulations of the DIR, to employ apprentices as required by Labor Code Sections 1777.5 et seq., and the implementing regulations of the DIR and comply with the other applicable provisions of Labor Code Sections 1720 et seq., 1777.5 et seq., and implementing regulations of the DIR.

(ii) All calls for bids, bidding materials and the construction contract documents for the rehabilitation of the Development must specify that:

(1) no contractor or subcontractor may be listed on a bid proposal nor be awarded a contract for the rehabilitation of the Development unless registered with the DIR pursuant to California Labor Code Section 1725.5; and

(2) the rehabilitation of the Development is subject to compliance monitoring and enforcement by the DIR.

(iii) Under Labor Code Section 1773.3, the Development will be required to be registered as set forth in the DIR's online form PWC-100 ("Form PWC 100") (<https://www.dir.ca.gov/pwc100ext/>) and to update the Form PWC 100 after new information becomes available that must be reported on Form PWC 100 (for example, a new subcontractor is hired). Borrower will provide to the County, within ten (10) days of County's written request, all Form PWC 100 registration information for the Development.

(iv) In accordance with Labor Code Sections 1725.5 and 1771.1, Borrower shall require that its contractors and subcontractors be registered with the DIR, and maintain such registration as required by the DIR.

(v) Pursuant to Labor Code Section 1771.4, the Development is subject to compliance monitoring and enforcement by the DIR. Borrower shall and shall require its contractor sand subcontractors to submit payroll and other records electronically to the DIR pursuant to Labor Code Sections 1771.4 and 1776 et seq., or in such other format as required by the DIR.

(vi) Borrower shall and shall cause its contractors and subcontractors to keep and retain such records as are necessary to determine if prevailing wages have been paid as required pursuant to Labor Code Sections 1720 et seq., and that apprentices have been employed as required by Labor Code Section 1777.5 et seq., and shall, within ten (10) days of County's written request, provide to the County such records and other documentation reasonably requested by the County.

(vii) Borrower shall and shall cause its respective contractors and subcontractors to comply with all other applicable provisions of Labor Code, including without limitation, Labor Code Sections 1720 et seq., 1725.5, 1771, 1771.1, 1771.4, 1776, 1777.5 et seq., 1810-1815 and implementing regulations of the DIR in connection with construction of the Development or any other work undertaken or in connection with the Property.

(viii) Copies of the currently applicable current per diem prevailing wages are available from the DIR website, www.dir.ca.gov. Borrower shall cause its respective contractors to post the applicable prevailing rates of per diem wages at the Development site and to post job site notices, in compliance with Title 8 California Code of Regulations 16451(d) or as otherwise as required by the DIR.

(ix) Borrower shall indemnify, hold harmless and defend (with counsel reasonably selected by the County), to the extent not prohibited by applicable law, the County, its officials, employees and agents, against any claim for damages, compensation, fines, penalties or other amounts arising out of the failure or alleged failure of any person or entity (including Borrower, or its contractors or subcontractors) to pay prevailing wages as determined pursuant to Labor Code Sections 1720 et seq., to hire apprentices in accordance with Labor Code Sections 1777.5 et seq., or to comply with the other applicable provisions of Labor Code Sections 1720 et seq., 1725.5, 1771, 1771.1, 1771.4, 1776, 1777.5 et seq., 1810-1815 and the implementing regulations of the DIR in connection with the work performed pursuant to this Agreement. The requirements of this subsection survive repayment of the Loan and the reconveyance of the Deed of Trust, and shall be interpreted broadly so as to apply to any legal or administrative proceeding, arbitration, or enforcement action.

Section 3.9 Accessibility.

(a) Borrower shall rehabilitate the Development in compliance with all applicable federal and state disabled persons accessibility requirements including but not limited to the Federal Fair Housing Act; Section 504 of the Rehabilitation Act of 1973 ("Section 504"); Title II and/or Title III of the Americans with Disabilities Act; and Title 24 of the California Code of Regulations (collectively, the "Accessibility Requirements"). In compliance with the Accessibility Requirements, if the rehabilitation is substantial as defined in 24 C.F.R. 8.23(a), a minimum of two (2) Units of all Units shall be rehabilitated to be fully accessible to households with a mobility impaired member and an additional one (1) Units of all Units shall be rehabilitated to be fully accessible to hearing and/or visually impaired persons. Non-substantial alterations must comply with 24 C.F.R. 8.23(b). In compliance with the Accessibility Requirements, Borrower shall provide the County with a certification from the Development architect that to the best of the architect's knowledge, the Development complies with all federal and state accessibility requirements applicable to the Development. Borrower shall indemnify, hold harmless and defend (with counsel reasonably acceptable to the County) the County against any claim for damages, compensation, fines, penalties or other amounts arising out of the failure or alleged failure of any person or entity (including Borrower, its architect, contractor and subcontractors) to construct the Development in accordance with the Accessibility Requirements. The requirements in this Subsection survive repayment of the Loan and the reconveyance of the Deed of Trust.

Section 3.10 Equal Opportunity.

During the rehabilitation of the Development discrimination on the basis of race, color, creed, religion, age, sex, sexual orientation, marital status, national origin, ancestry, or disability in the hiring, firing, promoting, or demoting of any person engaged in the construction work is not allowed.

Section 3.11 Minority and Women-Owned Contractors.

Borrower shall use its best efforts to afford minority-owned and women-owned business enterprises the maximum practicable opportunity to participate in the rehabilitation of the Development. Borrower shall, at a minimum, notify applicable minority-owned and women-owned business firms located in Contra Costa County of bid opportunities for the rehabilitation of the Development. A listing of minority owned and women owned businesses located in the County and neighboring counties is available from the County. Documentation of such notifications must be maintained by Borrower and available to the County upon request.

Section 3.12 Progress Reports.

Until such time as Borrower has received a certificate of occupancy from the City for the Development, Borrower shall provide the County with quarterly progress reports regarding the status of the rehabilitation of the Development, including a certification that the actual construction costs to date conform to the Approved Development Budget, as it may be amended from time to time pursuant to Section 3.16 below.

Section 3.13 Construction Responsibilities.

(a) Borrower is responsible for the coordination and scheduling of the work to be performed so that commencement and completion of the rehabilitation of the Development takes place in accordance with this Agreement.

(b) Borrower is solely responsible for all aspects of Borrower's conduct in connection with the Development, including (but not limited to) the quality and suitability of the plans and specifications, the supervision of construction work, and the qualifications, financial condition, and performance of all architects, engineers, contractors, subcontractors, suppliers, consultants, and property managers. Any review or inspection undertaken by the County with reference to the Development is solely for the purpose of determining whether Borrower is properly discharging its obligations to the County, and may not be relied upon by Borrower or by any third parties as a warranty or representation by the County as to the quality of the design or rehabilitation of the Development.

Section 3.14 Mechanics Liens, Stop Notices, and Notices of Completion.

(a) If any claim of lien is filed against the Property or a stop notice affecting the Loan is served on the County or any other lender or other third party in connection with the Development, then Borrower shall, within twenty (20) days after such filing or service, either pay and fully discharge the lien or stop notice, effect the release of such lien or stop notice by delivering to the County a surety bond in sufficient form and amount, or provide the County with other assurance satisfactory to the County that the claim of lien or stop notice will be paid or discharged.

(b) If Borrower fails to discharge any lien, encumbrance, charge, or claim in the manner required in this Section, then in addition to any other right or remedy, the County may (but is under no obligation to) discharge such lien, encumbrance, charge, or claim at Borrower's expense. Alternately, the County may require Borrower to immediately deposit with

the County the amount necessary to satisfy such lien or claim and any costs, pending resolution thereof. The County may use such deposit to satisfy any claim or lien that is adversely determined against Borrower.

(c) Borrower shall file a valid notice of cessation or notice of completion upon cessation of construction work on the Development for a continuous period of thirty (30) days or more, and take all other steps necessary to forestall the assertion of claims of lien against the Property. Borrower authorizes the County, but the County has no obligation, to record any notices of completion or cessation of labor, or any other notice that the County deems necessary or desirable to protect its interest in the Development and Property.

Section 3.15 Inspections.

Borrower shall permit and facilitate, and shall require its contractors to permit and facilitate, observation and inspection at the Development by the County and by public authorities during reasonable business hours during the Term, for the purposes of determining compliance with this Agreement.

Section 3.16 Approved Development Budget; Revisions to Budget.

As of the date of this Agreement, the County has approved the Approved Development Budget set forth in Exhibit B. Borrower shall submit any required amendments to the Approved Development Budget to the County for approval within five (5) days after the date Borrower receives information indicating that actual costs of the Development vary or will vary from the costs shown on the Approved Development Budget. Written consent of the County will be required to amend the Approved Development Budget.

ARTICLE 4 LOAN REQUIREMENTS

Section 4.1 Reserve Accounts.

(a) Replacement Reserve Account. Borrower shall establish and maintain an account that is available for capital expenditures for repairs and replacement necessary to maintain the Development in the condition required by the Loan Documents (the "Replacement Reserve Account"). Borrower shall make annual deposits to the Replacement Reserve Account in the amounts required in the Partnership Agreement and/or the documents evidencing the Bank Loan, whichever is greater. In no event shall the annual amount deposited in the Replacement Reserve Account exceed Six Hundred Dollars (\$600) per unit, increasing by the applicable consumer price index every five (5) years, or such greater amount required in connection with the Partnership Agreement or any permanent financing, and approved by the County. Borrower agrees to use Thirty-Five Thousand Dollars (\$35,000) from the Replacement Reserve Account towards rehabilitation of Development.

(b) Operating Reserve Account. Borrower shall establish and maintain an account that is available to fund operating deficits (which is the amount by which Annual Operating Expenses exceed Gross Revenue for any period) (the "Operating Reserve Account"). Borrower shall capitalize the Operating Reserve Account in the amount required by TCAC

(currently three months of Annual Operating Expenses); provided, however that if the Partnership Agreement or the documents evidencing the Bank Loan require the Operating Reserve Account to be capitalized in an amount greater than the TCAC requirement, Borrower shall capitalize the Operating Reserve Account as required by the Partnership Agreement or the documents evidencing the Bank Loan, as applicable, for as long as the Partnership Agreement or the Bank Loan, as applicable, is outstanding. In no event may the amount held in the Operating Reserve Account exceed six (6) months gross rent from the Development (as such rent may vary from time to time).

Section 4.2 Financial Accountings and Post-Completion Audits.

No later than sixty (60) days following completion of rehabilitation of the Development, Borrower shall provide to the County for its review and approval a financial accounting of all sources and uses of funds for the rehabilitation of the Development. Borrower shall also follow the applicable audit requirements of 2 C.F.R. Part 200.

Section 4.3 Approval of Annual Operating Budget.

At the beginning of each year of the Term, Borrower shall provide to the County an annual budget for the operation of the Development. The County may request additional information to assist the County in evaluating the financial viability of the Development. Unless rejected by the County in writing within thirty (30) days after receipt of the budget, the budget will be deemed accepted. If rejected by the County in whole or in part, Borrower shall submit a new or corrected budget within thirty (30) calendar days after notification of the County's rejection and the reasons therefor. The provisions of this Section relating to time periods for resubmission of new or corrected budgets will continue to apply until such budget has been approved by the County.

Section 4.4 Information.

Borrower shall provide any information reasonably requested by the County in connection with the Development, including (but not limited to) any information required by HUD in connection with Borrower's use of the Loan funds.

Section 4.5 County Audits.

(a) Each year, Borrower shall provide the County with a copy of Borrower's annual audit, which is to include information on all of Borrower's activities and not just those pertaining to the Development.

(b) In addition, the County may, at any time, audit all of Borrower's books, records, and accounts pertaining to the Development. Any such audit is to be conducted during normal business hours at the principal place of business of Borrower and wherever records are kept. Immediately after the completion of an audit, the County shall deliver a copy of the results of the audit to Borrower.

(c) If it is determined as a result of an audit that there has been a deficiency in a loan repayment to the County then such deficiency will become immediately due and payable, with interest at the Default Rate from the date the deficient amount should have been paid.

Section 4.6 Hazardous Materials.

(a) Borrower shall keep and maintain the Property (including but not limited to, soil and ground water conditions) in compliance with all Hazardous Materials Laws and may not cause or permit the Property to be in violation of any Hazardous Materials Law. Borrower may not cause or permit the use, generation, manufacture, storage or disposal of on, under, or about the Property or transportation to or from the Property of any Hazardous Materials, except such of the foregoing as may be customarily used in construction of projects like the Development or kept and used in and about residential property of this type.

(b) Borrower shall immediately advise the County in writing if at any time it receives written notice of any Hazardous Materials Claims, and Borrower's discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Property that could cause the Property or any part thereof to be subject to any restrictions on the ownership, occupancy, transferability or use of the Property under any Hazardous Materials Law.

(c) The County has the right to join and participate in, as a party if it so elects, and be represented by counsel acceptable to the County (or counsel of its own choice if a conflict exists with Borrower) in any legal proceedings or actions initiated in connection with any Hazardous Materials Claims and to have its reasonable attorneys' fees in connection therewith paid by Borrower.

(d) Borrower shall indemnify and hold harmless the County and its board members, supervisors, directors, officers, employees, agents, successors and assigns from and against any loss, damage, cost, fine, penalty, judgment, award, settlement, expense or liability, directly or indirectly arising out of or attributable to: (i) any actual or alleged past or present violation of any Hazardous Materials Law; (ii) any Hazardous Materials Claim; (iii) any actual or alleged past or present use, generation, manufacture, storage, release, threatened release, discharge, disposal, transportation, or presence of Hazardous Materials on, under, or about the Property; (iv) any investigation, cleanup, remediation, removal, or restoration work of site conditions of the Property relating to Hazardous Materials (whether on the Property or any other property); and (v) the breach of any representation of warranty by or covenant of Borrower in this Section 4.6, and Section 5.1(l). Such indemnity shall include, without limitation: (x) all consequential damages; (y) the costs of any required or necessary investigation, repair, cleanup or detoxification of the Property and the preparation and implementation of any closure, remedial or other required plans; and (z) all reasonable costs and expenses incurred by the County in connection with clauses (x) and (y), including but not limited to reasonable attorneys' fees and consultant fees. This indemnification applies whether or not any government agency has issued a cleanup order. Losses, claims, costs, suits, liability, and expenses covered by this indemnification provision include, but are not limited to: (1) losses attributable to diminution in the value of the Property, (2) loss or restriction of use of rentable space on the Property, (3) adverse effect on the marketing of any rental space on the Property, and (4) penalties and fines levied by, and remedial or enforcement actions of any kind issued by any regulatory agency (including but not limited to the costs of any required testing, remediation, repair, removal,

cleanup or detoxification of the Property and surrounding properties). This obligation to indemnify will survive termination of this Agreement and will not be diminished or affected in any respect as a result of any notice, disclosure, knowledge, if any, to or by the County of Hazardous Materials.

(e) Without the County's prior written consent, which will not be unreasonably withheld, Borrower may not take any remedial action in response to the presence of any Hazardous Materials on, under or about the Property, nor enter into any settlement agreement, consent decree, or other compromise in respect to any Hazardous Material Claims, which remedial action, settlement, consent decree or compromise might, in the County's judgment, impair the value of the County's security hereunder; provided, however, that the County's prior consent is not necessary in the event that the presence of Hazardous Materials on, under, or about the Property either poses an immediate threat to the health, safety or welfare of any individual or is of such a nature that an immediate remedial response is necessary and it is not reasonably possible to obtain the County's consent before taking such action, provided that in such event Borrower shall notify the County as soon as practicable of any action so taken. The County agrees not to withhold its consent, where such consent is required hereunder, if: (i) a particular remedial action is ordered by a court of competent jurisdiction; (ii) Borrower will or may be subjected to civil or criminal sanctions or penalties if it fails to take a required action; (iii) Borrower establishes to the satisfaction of the County that there is no reasonable alternative to such remedial action which would result in less impairment of the County's security hereunder; or (iv) the action has been agreed to by the County.

(f) Borrower hereby acknowledges and agrees that: (i) this Section is intended as the County's written request for information (and Borrower's response) concerning the environmental condition of the Property as required by California Code of Civil Procedure Section 726.5; and (ii) each representation and warranty in this Agreement (together with any indemnity obligation applicable to a breach of any such representation and warranty) with respect to the environmental condition of the Property is intended by the parties to be an "environmental provision" for purposes of California Code of Civil Procedure Section 736.

(g) In the event that any portion of the Property is determined to be "environmentally impaired" (as that term is defined in California Code of Civil Procedure Section 726.5(e)(3)) or to be an "affected parcel" (as that term is defined in California Code of Civil Procedure Section 726.5(e)(1)), then, without otherwise limiting or in any way affecting the County's or the trustee's rights and remedies under the Deed of Trust, the County may elect to exercise its rights under California Code of Civil Procedure Section 726.5(a) to: (i) waive its lien on such environmentally impaired or affected portion of the Property; and (ii) exercise, (1) the rights and remedies of an unsecured creditor, including reduction of its claim against Borrower to judgment, and (2) any other rights and remedies permitted by law. For purposes of determining the County's right to proceed as an unsecured creditor under California Code of Civil Procedure Section 726.5(a), Borrower will be deemed to have willfully permitted or acquiesced in a release or threatened release of Hazardous Materials, within the meaning of California Code of Civil Procedure Section 726.5(d)(1), if the release or threatened release of Hazardous Materials was knowingly or negligently caused or contributed to by any lessee, occupant, or user of any portion of the Property and Borrower knew or should have known of the activity by such lessee, occupant, or user which caused or contributed to the release or threatened

release. All costs and expenses, including (but not limited to) attorneys' fees, incurred by the County in connection with any action commenced under this paragraph, including any action required by California Code of Civil Procedure Section 726.5(b) to determine the degree to which the Property is environmentally impaired, plus interest thereon at the Default Rate, until paid, will be added to the indebtedness secured by the Deed of Trust and is due and payable to the County upon its demand made at any time following the conclusion of such action.

Section 4.7 Maintenance; Damage and Destruction.

(a) During the course of both rehabilitation and operation of the Development, Borrower shall maintain the Development and the Property in good repair and in a neat, clean and orderly condition, and in accordance with the Regulatory Agreement.

(b) Subject to the requirements of senior lenders, and if economically feasible in the County's judgment after consultation with Borrower, if any improvement now or in the future on the Property is damaged or destroyed, then Borrower shall, at its cost and expense, diligently undertake to repair or restore such improvement consistent with the plans and specifications approved by the County with such changes as have been approved by the County. Such work or repair is to be commenced no later than the later of one hundred twenty (120) days, or such longer period approved by the County in writing, after the damage or loss occurs or thirty (30) days following receipt of the insurance or condemnation proceeds, and is to be complete within one (1) year thereafter. Any insurance or condemnation proceeds collected for such damage or destruction are to be applied to the cost of such repairs or restoration and, if such insurance or condemnation proceeds are insufficient for such purpose, then Borrower shall make up the deficiency. If Borrower does not promptly make such repairs then any insurance or condemnation proceeds collected for such damage or destruction are to be promptly delivered by Borrower to the County as a special repayment of the Loan, subject to the rights of the senior lenders, if any.

Section 4.8 Fees and Taxes.

Borrower is solely responsible for payment of all fees, assessments, taxes, charges, and levies imposed by any public authority or utility company with respect to the Property or the Development, and shall pay such charges prior to delinquency and at such times and in such manner as to prevent any penalty from accruing, or any lien or charge from attaching to the Property. Borrower is also solely responsible for payment of all personal property taxes, and all franchise, income, employment, old age benefit, withholding, sales, and other taxes assessed against it, or payable by it, and shall pay such charges prior to delinquency and at such times and in such manner as to prevent any penalty from accruing, or any lien or charge from attaching to the Property.

However, Borrower is not required to pay and discharge any such charge so long as: (i) the legality thereof is being contested diligently and in good faith and by appropriate proceedings; and (ii) if requested by the County, Borrower deposits with the County any funds or other forms of assurance that the County in good faith from time to time determines appropriate to protect the County from the consequences of the contest being unsuccessful.

In the event Borrower exercises its right to contest any tax, assessment, or charge against it, Borrower, on final determination of the proceeding or contest, will immediately pay or discharge any decision or judgment rendered against it, together with all costs, charges and interest.

Borrower shall not apply for a property tax exemption for the Property under any provision of law except California Revenue and Taxation Section 214(g) without the prior written consent of the County.

Section 4.9 Notice of Litigation.

Borrower shall promptly notify the County in writing of any litigation that has the potential to materially affect Borrower or the Property and of any claims or disputes that involve a material risk of such litigation.

Section 4.10 Operation of Development as Affordable Housing.

Borrower shall operate the Development (i) in accordance with all applicable laws, codes, ordinances, rules and regulations of federal, state, county or municipal governments or agencies now in force or that may be enacted hereafter, and (ii) as an affordable housing development consistent with: (1) HUD's requirements for use of CDBG Funds; (2) the Regulatory Agreement; and (3) any other regulatory requirements imposed on Borrower including but not limited to regulatory agreements associated with the City Loan, and Low Income Housing Tax Credits provided by TCAC.

Section 4.11 Nondiscrimination.

(a) Borrower covenants by and for itself and its successors and assigns that there will be no discrimination against or segregation of a person or of a group of persons on account of race, color, religion, creed, age (except for lawful senior housing in accordance with state and federal law), familial status, disability, sex, sexual orientation, marital status, ancestry or national origin in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor may Borrower or any person claiming under or through Borrower establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the Property. The foregoing covenant will run with the land.

(b) Nothing in this Section prohibits Borrower from requiring County-Assisted Units in the Development to be available to and occupied by income eligible households in accordance with the Regulatory Agreement.

Section 4.12 Transfer.

(a) For purposes of this Agreement, "Transfer" means any sale, assignment, or transfer, whether voluntary or involuntary, of: (i) any rights and/or duties under this Agreement; and/or (ii) any interest in the Development, including (but not limited to) a fee simple interest, a joint tenancy interest, a life estate, a partnership interest, a leasehold interest, a security interest, or an interest evidenced by a land contract by which possession of the

Development is transferred and Borrower retains title. The term "Transfer" excludes the leasing of any single unit in the Development to an occupant in compliance with the Regulatory Agreement. The County Deputy Director – Department of Conservation and Development is authorized to execute assignment and assumption agreements on behalf of the County to implement any approved Transfer.

(b) Except as otherwise permitted in this Section 4.12, no Transfer is permitted without the prior written consent of the County, which the County may withhold in its sole discretion. The Loan will automatically accelerate and be due in full upon any Transfer made without the prior written consent of the County.

(c) The County hereby approves future Transfers of the limited partner interest of Borrower provided that: (i) such Transfers do not affect the timing and amount of the Investor Limited Partner capital contributions provided for in the Partnership Agreement; and (ii) in subsequent Transfers, the Investor Limited Partner or an affiliate thereof, retains a membership or partnership interest and serves as a managing member or managing general partner of the successor limited partner.

(d) The County hereby approves a Transfer of the Property from Borrower to Eden or CHDC, or a non-profit affiliate of Eden or CHDC, and an assumption of the Loan by such transferee at the end of the Fifteen Year Compliance Period, provided that: (i) such Transfer is pursuant to an option or right of first refusal agreement referenced in the Partnership Agreement, and (ii) the transferee expressly assumes the obligations of Borrower under the Loan Documents, utilizing a form of assignment and assumption agreement provided by the County.

(e) The County hereby approves the purchase of the Investor Limited Partner interest by Eden or CHDC, or a non-profit affiliate of Eden or CHDC at the end of the Fifteen Year Compliance Period, provided that such Transfer is pursuant to an option or right of first refusal agreement referenced in the Partnership Agreement.

(f) In the event the general partner of Borrower is removed by the limited partner of Borrower for cause following default under the Partnership Agreement, the County hereby approves the Transfer of the general partner interest to (i) a 501(c)(3) tax exempt nonprofit corporation or other entity with a 501(c)(3) tax exempt nonprofit corporation member or partner that is selected by the Investor Limited Partner and approved by the County, and (ii) the Investor Limited Partner or an affiliate thereof, but only for a period not to exceed ninety (90) days from the date of removal of the general partner, during which time such entity shall diligently seek a replacement general partner meeting the requirements of subsection (i) above.

(g) The County hereby approves the grant of the security interests in the Development for Approved Financing.

Section 4.13 Insurance Requirements.

(a) Borrower shall maintain the following insurance coverage throughout the Term of the Loan:

(i) Workers' Compensation insurance to the extent required by law, including Employer's Liability coverage, with limits not less than One Million Dollars (\$1,000,000) each accident.

(ii) Commercial General Liability insurance with limits not less than Two Million Dollars (\$2,000,000) each occurrence combined single limit for Bodily Injury and Property Damage, including coverages for Contractual Liability, Personal Injury, Broadform Property Damage, Products and Completed Operations.

(iii) Automobile Liability insurance with limits not less than One Million Dollars (\$1,000,000) each occurrence combined single limit for Bodily Injury and Property Damage, including coverages for owned, non-owned and hired vehicles, as applicable.

(iv) Builders' Risk insurance during the course of construction, and upon completion of construction, property insurance covering the Development, in form appropriate for the nature of such property, covering all risks of loss, excluding earthquake, for one hundred percent (100%) of the replacement value, with deductible, if any, acceptable to the County, naming the County as a Loss Payee, as its interests may appear. Flood insurance must be obtained if required by applicable federal regulations.

(v) Commercial crime insurance covering all officers and employees, for loss of Loan proceeds caused by dishonesty, in an amount approved by the County, naming the County a Loss Payee, as its interests may appear.

(b) Borrower shall cause any general contractor, agent, or subcontractor working on the Development under direct contract with Borrower or subcontract to maintain insurance of the types and in at least the minimum amounts described in subsections (i), (ii), and (iii) above, except that the limit of liability for commercial general liability insurance for subcontractors must be One Million Dollars (\$1,000,000), and must require that such insurance will meet all of the general requirements of subsections (d) and (e) below.

(c) The required insurance must be provided under an occurrence form, and Borrower shall maintain the coverage described in subsection (a) continuously throughout the Term. Should any of the required insurance be provided under a form of coverage that includes an annual aggregate limit or provides that claims investigation or legal defense costs be included in such annual aggregate limit, such annual aggregate limit must be three times the occurrence limits specified above.

(d) Commercial General Liability, Automobile Liability and Property insurance policies must be endorsed to name as an additional insured the County and its officers, agents, employees and members of the County Board of Supervisors.

(e) All policies and bonds are to contain: (i) the agreement of the insurer to give the County at least thirty (30) days' notice prior to cancellation (including, without limitation, for non-payment of premium) or any material change in said policies; (ii) an agreement that such policies are primary and non-contributing with any insurance that may be carried by the County; (iii) a provision that no act or omission of Borrower shall affect or limit the obligation of the insurance carrier to pay the amount of any loss sustained; and (iv) a waiver

by the insurer of all rights of subrogation against the County and its authorized parties in connection with any loss or damage thereby insured against.

Section 4.14 Covenants Regarding Approved Financing and Partnership Agreement.

(a) Borrower shall promptly pay the principal and interest when due on any Approved Financing.

(b) Borrower shall promptly notify the County in writing of the existence of any default under any documents evidencing Approved Financing whether or not a default has been declared by the lender, and any defaults under the Partnership Agreement, and provide the County copies of any notice of default.

(c) Borrower may not amend, modify, supplement, cancel or terminate the Partnership Agreement or any documents related to any loan that is part of the Approved Financing without the prior written consent of the County except for amendments solely to effectuate Transfers permitted under Section 4.12 above. Borrower shall provide the County copies of all amendments, modifications, and supplements to the Partnership Agreement and any document related to any loan that is part of the Approved Financing.

(d) Borrower may not incur any indebtedness of any kind other than Approved Financing or encumber the Development with any liens (other than liens for Approved Financing approved by the County) without the prior written consent of the County.

(e) The Partnership Agreement may not include any provisions that conflict with the provisions of this Agreement.

ARTICLE 5 REPRESENTATIONS AND WARRANTIES OF BORROWER

Section 5.1 Representations and Warranties.

Borrower hereby represents and warrants to the County as follows and acknowledges, understands, and agrees that the representations and warranties set forth in this Article 5 are deemed to be continuing during all times when any portion of the Loan remains outstanding:

(a) Organization. Borrower is duly organized, validly existing and in good standing under the laws of the State of California and has the power and authority to own its property and carry on its business as now being conducted.

(b) Authority of Borrower. Borrower has full power and authority to execute and deliver this Agreement and to make and accept the borrowings contemplated hereunder, to execute and deliver the Loan Documents and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement, and to perform and observe the terms and provisions of all of the above.

(c) Authority of Persons Executing Documents. This Agreement and the Loan Documents and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement have been executed and delivered by persons who are duly authorized to execute and deliver the same for and on behalf of Borrower, and all actions required under Borrower's organizational documents and applicable governing law for the authorization, execution, delivery and performance of this Agreement and the Loan Documents and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement, have been duly taken.

(d) Valid Binding Agreements. The Loan Documents and all other documents or instruments executed and delivered pursuant to or in connection with this Agreement constitute or, if not yet executed or delivered, will when so executed and delivered constitute, legal, valid and binding obligations of Borrower enforceable against it in accordance with their respective terms.

(e) No Breach of Law or Agreement. Neither the execution nor delivery of the Loan Documents or of any other documents or instruments executed and delivered, or to be executed or delivered, pursuant to this Agreement, nor the performance of any provision, condition, covenant or other term hereof or thereof, will: (i) conflict with or result in a breach of any statute, rule or regulation, or any judgment, decree or order of any court, board, commission or agency whatsoever that is binding on Borrower, or conflict with any provision of the organizational documents of Borrower, or conflict with any agreement to which Borrower is a party; or (ii) result in the creation or imposition of any lien upon any assets or property of Borrower, other than liens established pursuant hereto.

(f) Compliance with Laws; Consents and Approvals. The rehabilitation of the Development will comply with all applicable laws, ordinances, rules and regulations of federal, state and local governments and agencies and with all applicable directions, rules and regulations of the fire marshal, health officer, building inspector and other officers of any such government or agency.

(g) Pending Proceedings. Borrower is not in default under any law or regulation or under any order of any court, board, commission or agency whatsoever, and there are no claims, actions, suits or proceedings pending or, to the knowledge of Borrower, threatened against or affecting Borrower or the Development, at law or in equity, before or by any court, board, commission or agency whatsoever which might, if determined adversely to Borrower, materially affect Borrower's ability to repay the Loan or impair the security to be given to the County pursuant hereto.

(h) Title to Land. At the time of recordation of the Deed of Trust, Borrower will have good and marketable fee title to the Development and there will exist thereon or with respect thereto no mortgage, lien, pledge or other encumbrance of any character whatsoever other than liens shown on the County's title policy provided pursuant to Section 2.6(h) above, or approved in writing by the County.

(i) Financial Statements. The financial statements of Borrower and other financial data and information furnished by Borrower to the County fairly and accurately present the information contained therein. As of the date of this Agreement, there has not been any

material adverse change in the financial condition of Borrower from that shown by such financial statements and other data and information.

(j) Sufficient Funds. Borrower holds sufficient funds and/or binding commitments for sufficient funds to complete the acquisition of the Property and the rehabilitation of the Development in accordance with the terms of this Agreement.

(k) Taxes. Borrower and its subsidiaries have filed all federal and other material tax returns and reports required to be filed, and have paid all federal and other material taxes, assessments, fees and other governmental charges levied or imposed upon them or their income or the Property otherwise due and payable, except those that are being contested in good faith by appropriate proceedings and for which adequate reserves have been provided in accordance with generally accepted accounting principles. There is no proposed tax assessment against Borrower or any of its subsidiaries that could, if made, be reasonably expected to have a material adverse effect on the property, liabilities (actual or contingent), operations, condition (financial or otherwise) or prospects of Borrower and its subsidiaries, taken as a whole, or which could result in (i) a material impairment of the ability of Borrower to perform under any loan document to which it is a party, or (ii) a material adverse effect upon the legality, validity, binding effect or enforceability against Borrower of any Loan Document.

(l) Hazardous Materials. To the best of Borrower's knowledge, except as disclosed in writing by Borrower to the County prior to the date of this Agreement: (i) no Hazardous Material has been disposed of, stored on, discharged from, or released to or from, or otherwise now exists in, on, under, or around, the Property; (ii) neither the Property nor Borrower is in violation of any Hazardous Materials Law; and (iii) neither the Property nor Borrower is subject to any existing, pending or threatened Hazardous Materials Claims.

ARTICLE 6 DEFAULT AND REMEDIES

Section 6.1 Events of Default.

Any one or more of the following constitutes an "Event of Default" by Borrower under this Agreement:

(a) Failure to Construct. If Borrower fails to obtain permits, or to commence and prosecute rehabilitation of the Development to completion, within the times set forth in Article 3 above.

(b) Failure to Make Payment. If Borrower fails to make any payment when such payment is due pursuant to the Loan Documents.

(c) Breach of Covenants. If Borrower fails to duly perform, comply with, or observe any other condition, term, or covenant contained in this Agreement (other than as set forth in Section 6.1(a) and Section 6.1(b), and Section 6.1(d) through Section 6.1(l)), or in any of the other Loan Documents, and Borrower fails to cure such default within thirty (30) days after receipt of written notice thereof from the County to Borrower.

(d) Default Under Other Loans. If a default is declared under any other financing for the Development by the lender of such financing and such default remains uncured following any applicable notice and cure period.

(e) Insolvency. If a court having jurisdiction makes or enters any decree or order: (i) adjudging Borrower to be bankrupt or insolvent; (ii) approving as properly filed a petition seeking reorganization of Borrower, or seeking any arrangement for Borrower under the bankruptcy law or any other applicable debtor's relief law or statute of the United States or any state or other jurisdiction; (iii) appointing a receiver, trustee, liquidator, or assignee of Borrower in bankruptcy or insolvency or for any of their properties; (iv) directing the winding up or liquidation of Borrower if any such decree or order described in clauses (i) to (iv), inclusive, is unstayed or undischarged for a period of ninety (90) calendar days; or (v) Borrower admits in writing its inability to pay its debts as they fall due or will have voluntarily submitted to or filed a petition seeking any decree or order of the nature described in clauses (i) to (iv), inclusive. The occurrence of any of the Events of Default in this paragraph will act to accelerate automatically, without the need for any action by the County, the indebtedness evidenced by the Note.

(f) Assignment; Attachment. If Borrower assigns its assets for the benefit of its creditors or suffers a sequestration or attachment of or execution on any substantial part of its property, unless the property so assigned, sequestered, attached or executed upon is returned or released within ninety (90) calendar days after such event or, if sooner, prior to sale pursuant to such sequestration, attachment, or execution. The occurrence of any of the events of default in this paragraph shall act to accelerate automatically, without the need for any action by the County, the indebtedness evidenced by the Note.

(g) Suspension; Termination. If Borrower voluntarily suspends its business or, the partnership is dissolved or terminated, other than a technical termination of the partnership for tax purposes.

(h) Liens on Property and the Development. If any claim of lien (other than liens approved in writing by the County) is filed against the Development or any part thereof, or any interest or right made appurtenant thereto, or the service of any notice to withhold proceeds of the Loan and the continued maintenance of said claim of lien or notice to withhold for a period of twenty (20) days, without discharge or satisfaction thereof or provision therefor (including, without limitation, the posting of bonds) satisfactory to the County.

(i) Condemnation. If there is a condemnation, seizure, or appropriation of all or the substantial part of the Property and the Development, except if initiated by the County.

(j) Unauthorized Transfer. If any Transfer occurs other than as permitted pursuant to Section 4.12.

(k) Representation or Warranty Incorrect. If any Borrower representation or warranty contained in this Agreement, or in any application, financial statement, certificate, or report submitted to the County in connection with any of the Loan Documents, proves to have been incorrect in any material respect when made.

(l) Applicability to General Partner. The occurrence of any of the events set forth in Section 6.1 (e), through Section 6.1 (g) in relation to Borrower's managing general partner, unless the removal and replacement of Borrower's managing general partner in accordance with Section 4.12(f), within the time frame set forth in Section 6.5 cures such a default.

Section 6.2 Remedies.

Upon the occurrence of an Event of Default and until such Event of Default is cured or waived, the County is relieved of any obligation to disburse any portion of the Loan. In addition, upon the occurrence of an Event of Default and following the expiration of all applicable notice and cure periods the County may proceed with any and all remedies available to it under law, this Agreement, and the other Loan Documents. Such remedies include but are not limited to the following:

(a) Acceleration of Note. The County may cause all indebtedness of Borrower to the County under this Agreement and the Note, together with any accrued interest thereon, to become immediately due and payable. Borrower waives all right to presentment, demand, protest or notice of protest or dishonor. The County may proceed to enforce payment of the indebtedness and to exercise any or all rights afforded to the County as a creditor and secured party under the law including the Uniform Commercial Code, including foreclosure under the Deed of Trust. Borrower is liable to pay the County on demand all reasonable expenses, costs and fees (including, without limitation, reasonable attorney's fees and expenses) paid or incurred by the County in connection with the collection of the Loan and the preservation, maintenance, protection, sale, or other disposition of the security given for the Loan.

(b) Specific Performance. The County has the right to mandamus or other suit, action or proceeding at law or in equity to require Borrower to perform its obligations and covenants under the Loan Documents or to enjoin acts on things that may be unlawful or in violation of the provisions of the Loan Documents.

(c) Right to Cure at Borrower's Expense. The County has the right (but not the obligation) to cure any monetary default by Borrower under a loan other than the Loan. Upon demand therefor, Borrower shall reimburse the County for any funds advanced by the County to cure such monetary default by Borrower, together with interest thereon from the date of expenditure until the date of reimbursement at the Default Rate.

Section 6.3 Right of Contest.

Borrower may contest in good faith any claim, demand, levy, or assessment the assertion of which would constitute an Event of Default hereunder. Any such contest is to be prosecuted diligently and in a manner unprejudicial to the County or the rights of the County hereunder.

Section 6.4 Remedies Cumulative.

No right, power, or remedy given to the County by the terms of this Agreement or the other Loan Documents is intended to be exclusive of any other right, power, or remedy; and each and every such right, power, or remedy is cumulative and in addition to every other right, power,

or remedy given to the County by the terms of any such instrument, or by any statute or otherwise against Borrower and any other person. Neither the failure nor any delay on the part of the County to exercise any such rights and remedies will operate as a waiver thereof, nor does any single or partial exercise by the County of any such right or remedy preclude any other or further exercise of such right or remedy, or any other right or remedy.

Section 6.5 Notice and Cure Rights of Limited Partner.

The County shall provide the Investor Limited Partner and any limited partner of Borrower who has requested written notice from the County ("Permitted Limited Partner") a duplicate copy of all notices of default that the County may give to or serve in writing upon Borrower pursuant to the terms of the Loan Documents, at the address set forth in Section 7.9, provided, the County shall have no liability to the Permitted Limited Partner for its failure to do so. The Permitted Limited Partner has the right, but not the obligation, to cure any default of Borrower set forth in such notice, during the applicable cure period described in the Loan Documents, and the County will accept tender of such cure as if delivered by Borrower. If the Permitted Limited Partner is unable to cure a default because Borrower's general partner is in bankruptcy and/or because the cure requires removal of the general partner of Borrower and the Permitted Limited Partner is proceeding diligently to remove the general partner of Borrower in order to effect a cure of the default, the cure period will be extended for such reasonable time as is necessary for the Permitted Limited Partner to effect a cure of the default, but in no event longer than sixty (60) days after the date of receipt by the Permitted Limited Partner of written notice of the default.

ARTICLE 7 GENERAL PROVISIONS

Section 7.1 Relationship of Parties.

Nothing contained in this Agreement is to be interpreted or understood by any of the parties, or by any third persons, as creating the relationship of employer and employee, principal and agent, limited or general partnership, or joint venture between the County and Borrower or its agents, employees or contractors, and Borrower will at all times be deemed an independent contractor and to be wholly responsible for the manner in which it or its agents, or both, perform the services required of it by the terms of this Agreement. Borrower has and retains the right to exercise full control of employment, direction, compensation, and discharge of all persons assisting in the performance of services under the Agreement. In regards to the rehabilitation and operation of the Development, Borrower is solely responsible for all matters relating to payment of its employees, including compliance with Social Security, withholding, and all other laws and regulations governing such matters, and must include requirements in each contract that contractors are solely responsible for similar matters relating to their employees. Borrower is solely responsible for its own acts and those of its agents and employees.

Section 7.2 No Claims.

Nothing contained in this Agreement creates or justifies any claim against the County by any person that Borrower may have employed or with whom Borrower may have contracted relative to the purchase of materials, supplies or equipment, or the furnishing or the performance

of any work or services with respect to the purchase of the Property, the rehabilitation or operation of the Development, and Borrower shall include similar requirements in any contracts entered into for the rehabilitation or operation of the Development.

Section 7.3 Amendments.

No alteration or variation of the terms of this Agreement is valid unless made in writing by the parties. The County Deputy Director, Department of Conservation and Development is authorized to execute on behalf of the County amendments to the Loan Documents or amended and restated Loan Documents as long as any discretionary change in the amount or terms of this Agreement is approved by the County's Board of Supervisors.

Section 7.4 Indemnification.

Borrower shall indemnify, defend and hold the County and its board members, supervisors, directors, officers, employees, agents, successors and assigns harmless against any and all claims, suits, actions, losses and liability of every kind, nature and description made against it and expenses (including reasonable attorneys' fees) which arise out of or in connection with this Agreement, including but not limited to the purchase of the Property and the development, construction, marketing and operation of the Development, except to the extent such claim arises from the gross negligence or willful misconduct of the County, its agents, and its employees. The provisions of this Section will survive the expiration of the Term and the reconveyance of the Deed of Trust.

Section 7.5 Non-Liability of County Officials, Employees and Agents.

No member, official, employee or agent of the County is personally liable to Borrower in the event of any default or breach of this Agreement by the County or for any amount that may become due from the County pursuant to this Agreement.

Section 7.6 No Third Party Beneficiaries.

There are no third party beneficiaries to this Agreement.

Section 7.7 Discretion Retained By County.

The County's execution of this Agreement in no way limits any discretion the County may have in the permit and approval process related to the rehabilitation of the Development.

Section 7.8 Conflict of Interest.

(a) Except for approved eligible administrative or personnel costs, no person described in Section 7.8(b) below who exercises or has exercised any functions or responsibilities with respect to the activities funded pursuant to this Agreement or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have a financial interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have immediate family or business

ties, during, or at any time after, such person's tenure. Borrower shall exercise due diligence to ensure that the prohibition in this Section 7.8(a) is followed.

(b) The conflict of interest provisions of Section 7.8(a) above apply to any person who is an employee, agent, consultant, officer, or elected or appointed official of the County.

(c) In accordance with California Government Code Section 1090 and the Political Reform Act, California Government Code section 87100 et seq., no person who is a director, officer, partner, trustee or employee or consultant of Borrower, or immediate family member of any of the preceding, may make or participate in a decision, made by the County or a County board, commission or committee, if it is reasonably foreseeable that the decision will have a material effect on any source of income, investment or interest in real property of that person or Borrower. Interpretation of this section is governed by the definitions and provisions used in the Political Reform Act, California Government Code Section 87100 et seq., its implementing regulations manual and codes, and California Government Code Section 1090.

Section 7.9 Notices, Demands and Communications.

All notices required or permitted by any provision of this Agreement must be in writing and sent by registered or certified mail, postage prepaid, return receipt requested, or delivered by express delivery service, return receipt requested, or delivered personally, to the principal office of the Parties as follows:

County: County of Contra Costa
 Department of Conservation and Development
 30 Muir Road
 Martinez, CA 94553
 Attention: Affordable Housing Program Manager

Borrower: Chesley Avenue Limited Partnership
 c/o Eden Housing, Inc.
 409 Jackson Street
 Hayward, CA 94544
 Attention: Executive Director

Investor Limited
Partner: Tax Credit Fund-XXIX Limited Partnership
 c/o RBC Tax Credit Equity, LLC
 600 Superior Avenue
 Suite 2300
 Cleveland, OH 44114
 Attention: President and General Counsel

RBC Tax Credit Manager II, Inc.,
c/o RBC Tax Credit Equity, LLC
600 Superior Avenue
Suite 2300
Cleveland, OH 44114
Attention: President and General Counsel

with a copy to: Bocarsly Emden Cowan Esmail & Arndt LLP
633 West Fifth Street, 64th Floor
Los Angeles, CA 90071
Attention: Kyle B. Arndt

Such written notices, demands and communications may be sent in the same manner to such other addresses as the affected party may from time to time designate by mail as provided in this Section. Receipt will be deemed to have occurred on the date shown on a written receipt as the date of delivery or refusal of delivery (or attempted delivery if undeliverable).

Section 7.10 Applicable Law.

This Agreement is governed by the laws of the State of California.

Section 7.11 Parties Bound.

Except as otherwise limited herein, this Agreement binds and inures to the benefit of the parties and their heirs, executors, administrators, legal representatives, successors, and assigns. This Agreement is intended to run with the land and to bind Borrower and its successors and assigns in the Property and the Development for the entire Term, and the benefit hereof is to inure to the benefit of the County and its successors and assigns.

Section 7.12 Attorneys' Fees.

If any lawsuit is commenced to enforce any of the terms of this Agreement, the prevailing party will have the right to recover its reasonable attorneys' fees and costs of suit from the other party.

Section 7.13 Severability.

If any term of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions will continue in full force and effect unless the rights and obligations of the parties have been materially altered or abridged by such invalidation, voiding or unenforceability.

Section 7.14 Force Majeure.

In addition to specific provisions of this Agreement, performance by either party will not be deemed to be in default where delays or defaults are due to war, insurrection, strikes, lock-outs, riots, floods, earthquakes, fires, quarantine restrictions, freight embargoes, lack of transportation, or court order. An extension of time for any cause will be deemed granted if notice by the party claiming such extension is sent to the other within ten (10) days from the commencement of the cause and such extension of time is not rejected in writing by the other party within ten (10) days after receipt of the notice. In no event will the County be required to agree to cumulative delays in excess of one hundred eighty (180) days.

Section 7.15 County Approval.

The County has authorized the County Deputy Director, Department of Conservation and Development to execute the Loan Documents and deliver such approvals or consents as are required by this Agreement, and to execute estoppel certificates concerning the status of the Loan and the existence of Borrower defaults under the Loan Documents.

Section 7.16 Waivers.

Any waiver by the County of any obligation or condition in this Agreement must be in writing. No waiver will be implied from any delay or failure by the County to take action on any breach or default of Borrower or to pursue any remedy allowed under this Agreement or applicable law. Any extension of time granted to Borrower to perform any obligation under this Agreement does not operate as a waiver or release from any of its obligations under this Agreement. Consent by the County to any act or omission by Borrower may not be construed to be consent to any other or subsequent act or omission or to waive the requirement for the County's written consent to future waivers.

Section 7.17 Title of Parts and Sections.

Any titles of the sections or subsections of this Agreement are inserted for convenience of reference only and are to be disregarded in interpreting any part of the Agreement's provisions.

Section 7.18 Entire Understanding of the Parties.

The Loan Documents constitute the entire agreement of the parties with respect to the Loan.

Section 7.19 Multiple Originals; Counterpart.

This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

Remainder of Page Left Intentionally Blank

The parties are executing this Agreement as of the date first written above.

COUNTY:

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

By: _____

John Kopchik
Director, Department of Conservation and
Development

APPROVED AS TO FORM:

SHARON L. ANDERSON
County Counsel

By: _____

Kathleen Andrus
Deputy County Counsel

BORROWER:

CHESLEY AVENUE LIMITED PARTNERSHIP, a
California limited partnership

By: Chesley Avenue LLC, a California limited liability
company, its general partner

By: Eden Housing, Inc., a California nonprofit
public benefit corporation, its member

By: _____
Linda Mandolini,
Executive Director

By: Community Housing Development
Corporation of North Richmond, a
California nonprofit public benefit
corporation, its member

By: _____
Don Gilmore,
Executive Director

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

The land is situated in the State of California, County of Contra Costa, and is described as follows:

EXHIBIT B

APPROVED DEVELOPMENT BUDGET

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CDBG LOAN AGREEMENT

Between

COUNTY OF CONTRA COSTA

And

CHESLEY AVENUE LIMITED PARTNERSHIP

Chesley Mutual Housing

dated _____, 2019



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: November 12, 2019

Subject: Contact #23-616-2 with Collective Medical Technologies

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Master Subscription Agreement (Contract #23-616-2) containing mutual indemnification, and a Service Order Form with Collective Medical Technologies, Inc., a corporation, in an amount not to exceed \$25,000, to provide software hosting, licensing and support of contractor's emergency department data sharing application for Contra Costa Regional Medical Center (CCRMC), for the period February 13, 2019 through February 12, 2022.

FISCAL IMPACT:

This contract is funded 100% by Hospital Enterprise Fund I.

BACKGROUND:

The Health Services Department will use the vendor's emergency department information exchange (EDie) software application to support the Community Connect Project to identify in real-time patients who are seen in the Emergency Department (ED). Collective's EDie application integrates with other hospital emergency departments in the greater Bay Area region.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/12/2019** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: November 12, 2019

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

By: Laura Cassell, Deputy

Contact: Patrick Wilson,
925-335-8700

BACKGROUND: (CONT'D)

By sharing this information, providers at CCRMC will be able to see services rendered at other Bay Area ED, reducing duplicate workups (labs, imaging, etc.). Having this information is expected to improve the outcomes of the lives of patients seen at CCRMC who are also seen in other ED's.

On June 20, 2017, the Board of Supervisors approved Contract #23-616 with Collective Medical Technologies, Inc., for the period of June 1, 2017, through May 31, 2020. The contract was later terminated under Board action, Consent Item C.63 dated November 13, 2018. However, it was intended that only a portion of the subscription services provided for under the agreement, be terminated, and not the entire contract. That is, the Pre-Managed care software application was to be canceled, and not the data exchange tool; Collective EDie.

Approval of Contract #23-616-2 will allow the Contractor to continue providing services for a no-fee period. The no-fee-period will begin on the SOF Effective Date and continue until a date that County determines it is deriving value from the application. At which time, the County will notify the Contractor in writing that the No-Fee-Period is being terminated. Thereafter, each year, beginning on the date on which the No-Fee Period terminates, County will pay an Annual Subscription Fee within thirty (30) days of receipt of an invoice from Contractor. The annual subscription term is one (1) year with optional auto-renewal, pursuant to Section 13 of the Master Subscription Agreement.

This Contract obligates the County to indemnify and defend the Contractor from losses occurring as a result of County's breach of the Master Subscription Agreement. Under the Master Subscription Agreement, the vendor's liability to third parties is limited to its insurance limits - \$5,000,000.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, CCRMC will not reap the benefits of real-time data exchange, risk analytics, notifications and shared care guidelines, which help guide provider decision making and differential outcomes in terms of reduced ED utilization and inpatient re-admissions.

ATTACHMENTS



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: November 12, 2019

Subject: Contract #24-681-84(18) with United Family Care, LLC (dba Family Courtyard)

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #24-681-84(18) with United Family Care, LLC (dba Family Courtyard), a limited liability company, in an amount not to exceed \$315,725, to provide augmented board and care services, for the period December 1, 2019 through November 30, 2020.

FISCAL IMPACT:

This contract is funded 100% by Mental Health Realignment Funds.

BACKGROUND:

This Contract meets the social needs of the County's population in that it provides augmentation of room and board, and twenty-four hour emergency residential care and supervision to eligible mentally disordered clients, who are specifically referred by the Mental Health Program Staff and who are served by County Mental Health Services.

On October 23, 2018, the Board of Supervisors approved Contract #24-681-84(16) (as amended by Amendment Agreement 24-681-84(17)) with United Family Care, LLC (dba Family Courtyard), for the period December 1, 2018 through November 30, 2019, for the provision of augmented board and care services for County-referred mentally disordered clients.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/12/2019** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: November 12, 2019

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

By: Laura Cassell, Deputy

Contact: Suzanne Tavano, PHD.,
925-957-5212

BACKGROUND: (CONT'D)

Approval of Contract #24-681-84(18) will allow the contractor to continue to provide augmented board and care services, through November 30, 2020.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, County residents will not receive services provided by this contractor.



**Contra
Costa
County**

To: Board of Supervisors
From: Kathy Gallagher, Employment & Human Services Director
Date: November 12, 2019

Subject: Contract with STAND! For Families Free of Violence for Phase III Lethality Assessment Program

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract with STAND! For Families Free of Violence, a non-profit corporation, in an amount not to exceed \$326,500 to continue implementation of the Phase III Lethality Assessment Program for Domestic Violence Homicide Prevention for the period October 1, 2019 through September 30, 2020.

FISCAL IMPACT:

This will increase department expenditures by \$326,500, funded entirely by Federal funds, from a Department of Justice Grant, CFDA #16.590.

BACKGROUND:

The Contra Costa Alliance to End Abuse (Alliance), formerly Zero Tolerance for Domestic Violence Initiative, applied for and received funds from the U.S. Department of Justice, Office on Violence Against Women (OVW), Domestic Violence Homicide Prevention Demonstration (Project) in 2013. The Project will build the capacity of the County to improve identification of and services for high-risk victims, while better monitoring high-risk offenders to reduce domestic violence-related homicides and near homicides. This Project will document and disseminate solutions for replication across the country.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/12/2019** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: November 12, 2019

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

By: Laura Cassell, Deputy

Contact: Gina Chenoweth
8-4961

cc:

BACKGROUND: (CONT'D)

The Project has been implemented in phases - an assessment phase (Phase I) and an implementation phase (Phase II). OVW completed Phase I in September 2014 and selected the Alliance as one of four sites to participate in Phase II of the Project and implement the Lethality Assessment Program (LAP), a recognized promising practice. In 2016, OVW renewed funding in order for the Alliance to continue implementation of the LAP model (Phase III). The Alliance is engaging STAND! For Families Free From Violence to assist in carrying out activities consistent with the funding application.

CONSEQUENCE OF NEGATIVE ACTION:

Valuable services to victims of violence will not be provided.



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: November 12, 2019

Subject: Contract #23-324-18 with Toyon Associates, Inc.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #23-324-18 with Toyon Associates, Inc., a corporation, in an amount not to exceed \$250,000 to provide consultation and technical assistance on healthcare financial issues, including Medicare and Medi-Cal auditing and reporting, for the period from January 1, 2020 through December 31, 2021.

FISCAL IMPACT:

This Contract is funded 100% by Hospital Enterprise I funds. (No rate increase).

BACKGROUND:

On January 9, 2018, the Board of Supervisors approved Contract #23-324-16 with Toyon Associates, Inc., to provide consultation and technical assistance regarding Medicare and Medi-Cal Auditing and Reporting, including technical research and advice, for the period from January 1, 2018 through December 31, 2019. Approval of Contract #23-324-18 will allow Contractor to continue providing services through December 31, 2021.

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/12/2019** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: November 12, 2019

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

By: Laura Cassell, Deputy

Contact: Patrick Godley,
925-957-5410

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, the hospital will be unable to complete required Medicare & Medi-Cal cost reports and will be unable to run interim cost reports to ensure that expected revenues are within the funding range included in the annual adopted budget.



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: November 12, 2019

Subject: Purchase Order with Express Scripts Pharmacy, Inc.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Health Services Director, a purchase order with Express Scripts Pharmacy, Inc., in an amount not to exceed \$500,000 for pharmaceuticals used at the Contra Costa Regional Medical Center and Health Centers, Martinez Detention Facility, and West County Detention Facility for the period December 1, 2019 through November 30, 2020.

FISCAL IMPACT:

100% funding is included in the Hospital Enterprise Fund I budget.

BACKGROUND:

Express Scripts Pharmacy, Inc. (formerly Curascript, Inc.) is a pharmaceutical company that provides the Contra Costa Regional Medical Center and Health Centers, Martinez Detention Center, and the West County Detention Center with hormone implant Nexplanon to be used in the Obstetrics/Gynecology Unit.

CONSEQUENCE OF NEGATIVE ACTION:

If this Purchase Order is not approved, Contra Costa Regional Medical Center and Health Centers, Martinez Detention Center, and the West County Detention Center we will not be able to purchase Nexplanon for patients.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: 11/12/2019 APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: November 12, 2019

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

By: Laura Cassell, Deputy

Contact: Jaspreet Benepal,
925-370-5501

cc: Irene Segovia, Marcy Wilhelm



**Contra
Costa
County**

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: November 12, 2019

Subject: Contract #76-624-1 with Sharjo, Inc. (dba Servicemaster Restoration Services)

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #76-624-1 with Sharjo, Inc. (dba Servicemaster Restoration Services), a corporation, in an amount not to exceed \$300,000, to provide emergency restoration services to resolve emergency events requiring immediate assistance as determined by the Facilities Administration staff at Contra Costa Regional Medical Center (CCRMC) and Health Centers for the period December 1, 2019 through November 30, 2020.

FISCAL IMPACT:

This Contract is funded 100% by Hospital Enterprise Fund I. (No rate increase)

BACKGROUND:

In November 2018, the County Administrator approved and the Purchasing Services Manager executed Contract #76-624 with Sharjo, Inc. (dba Servicemaster Restoration Services), for the provision of emergency restoration services to resolve emergency events requiring immediate assistance, for the period December 1, 2018 through November 30, 2019.

Approval of Contract #76-624-1 will allow Contractor to continue providing services through November 30, 2020.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/12/2019** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: November 12, 2019

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

By: Laura Cassell, Deputy

Contact: Jaspreet Benepal,
925-957-5741

CONSEQUENCE OF NEGATIVE ACTION:

If this Contract is not approved, CCRMC and Health Centers will not have access to emergency restoration services.



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: November 12, 2019

Subject: Contract #26-672-7 with Siri Sunderi Cheng, M.D.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #26-672-7 with Siri Sunderi Cheng, M.D., an individual, in an amount not to exceed \$390,000 to provide otolaryngology services for Contra Costa Regional Medical Center (CCRMC) and Contra Costa Health Center patients, for the period October 1, 2019 through September 30, 2020.

FISCAL IMPACT:

This Contract is funded 100% by Hospital Enterprise Fund I. (No rate increase)

BACKGROUND:

On October 18, 2016, the Board of Supervisors approved Contract #26-672-5 (as amended by Contract Amendment Agreement #26-672-6) with Siri Sunderi Cheng, M.D., to provide otolaryngology services, including clinical coverage, consultation, training, on-call and administrative services for CCRMC and Contra Costa Health Centers, for the period October 1, 2016 through September 30, 2019.

Approval of Contract #26-672-7 will allow Contractor to continue to provide otolaryngology services to CCRMC patients, through September 30, 2020.

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/12/2019** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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ATTESTED: November 12, 2019

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

By: Laura Cassell, Deputy

Contact: Samir Shah, M.D.,
925-370-5525

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, patients requiring otolaryngology services at CCRMC will not have access to Contractor's services.



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: November 12, 2019

Subject: Contract #26-681-7 with Mark Kogan, M.D.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #26-681-7 with Mark Kogan, M.D., an individual, in an amount not to exceed \$300,000 to provide gastroenterology services for Contra Costa Regional Medical Center (CCRMC) and Contra Costa Health Center patients, for the period January 1, 2020 through December 31, 2022.

FISCAL IMPACT:

This Contract is funded 100% by Hospital Enterprise Fund I. (No rate increase)

BACKGROUND:

On November 1, 2016, the Board of Supervisors approved Contract #26-681-6 with Mark Kogan, M.D., to provide gastroenterology services, including clinical coverage, gastrointestinal laboratory sessions, consultation, training, on-call coverage, and medical and/or surgical procedures, at CCRMC, for the period from January 1, 2017 through December 31, 2019.

Approval of Contract #26-681-7 will allow Contractor to continue to provide gastroenterology services to CCRMC and Contra Costa Health Center patients through December 31, 2022.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: 11/12/2019 APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
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Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

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ATTESTED: November 12, 2019

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

By: Laura Cassell, Deputy

Contact: Samir Shah, M.D.,
925-370-5525

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, patients requiring gastroenterology services at CCRMC will not have access to Contractor's services.



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: November 12, 2019

Subject: Contract #76-507-17 with Lee A. Shratter, M.D.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #76-507-17 with Lee A. Shratter, M.D, an individual, in an amount not to exceed \$1,230,000, to provide radiology services at Contra Costa Regional Medical Center (CCRMC) and Contra Costa Health Centers, for the period January 1, 2020 through December 31, 2022.

FISCAL IMPACT:

This Contract is funded 100% by Hospital Enterprise Fund I. (No rate increase)

BACKGROUND:

On December 6, 2016, the Board of Supervisors approved Contract #76-507-14 (as amended by Contract Amendment Agreement #76-507-16) with Lee A. Shratter, M.D., for the provision of radiology services including consultation, on-call coverage, and interpretation of computed tomography scans, magnetic resonance imaging, ultrasounds, invasive procedures and plain films at CCRMC and Health Centers, for the period from January 1, 2017 through December 31, 2019.

Approval of Contract #76-507-17 will allow Contractor to continue to provide radiology services at CCRMC through December 31, 2022.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: 11/12/2019 APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
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ATTESTED: November 12, 2019

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

By: Laura Cassell, Deputy

Contact: Samir Shah, M.D.,
925-370-5525

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, County's clients will not have access to Contractor's radiology services.



**Contra
Costa
County**

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: November 12, 2019

Subject: Contract #24-681-94(3) with PH Senior Care, LLC (dba Pleasant Hill Manor)

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #24-681-94(3) with PH Senior Care, LLC (dba Pleasant Hill Manor), a limited liability company, in an amount not to exceed \$803,400, to provide augmented residential board and care services, including room, board, care and supervision, for the period December 1, 2019 through November 30, 2020.

FISCAL IMPACT:

This Contract is funded by 88% Mental Health Realignment funds and 12% Mental Health Services Act.

BACKGROUND:

This Contract meets the social needs of the County's population by augmenting room and board and providing twenty-four hour emergency residential care and supervision to eligible mentally disordered clients, who are specifically referred by the Mental Health Program Staff and who are served by County Mental Health Services.

On November 13, 2018, the Board of Supervisors approved Contract #24-681-94(2) with PH Senior Care, LLC (dba Pleasant Hill Manor), for the provision of augmented board and care services for County-referred mentally disordered clients, for the period from December 1, 2018 through November 30, 2019.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/12/2019** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
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Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

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ATTESTED: November 12, 2019

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

Contact: Suzanne Tavano, Ph.D.,
925-957-5212

By: Laura Cassell, Deputy

BACKGROUND: (CONT'D)

Approval of Contract #24-681-94(3), will allow the Contractor to continue to provide augmented board and care services through November 30, 2020.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, County's mentally disordered residents will not receive the care and supervision they need which may result in increased hospitalizations.



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: November 12, 2019

Subject: Contract #76-506-12 with Robert Liebig, M.D.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #76-506-12 with Robert Liebig, M.D, an individual, in an amount not to exceed \$1,905,000, to provide radiology services at Contra Costa Regional Medical Center (CCRMC) and Health Centers, for the period January 1, 2020 through December 31, 2022.

FISCAL IMPACT:

This Contract is funded 100% by Hospital Enterprise Fund I. (No rate increase)

BACKGROUND:

On December 20, 2016, the Board of Supervisors approved Contract #76-506-11 with Robert Liebig, M.D., for the provision of radiology services including consultation, on-call coverage, and interpretation of computed tomography scans, magnetic resonance imaging, ultrasounds, invasive procedures and plain films at CCRMC for the period from January 1, 2017 through December 31, 2019.

Approval of Contract #76-506-12 will allow Contractor to continue to provide radiology services at CCRMC through December 31, 2022.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: 11/12/2019 APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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Federal D. Glover, District V Supervisor

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ATTESTED: November 12, 2019

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

By: Laura Cassell, Deputy

Contact: Samir Shah, M.D.,
925-370-5525

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, County's clients will not have access to Contractor's radiology services.



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: November 12, 2019

Subject: Amendment #26-788-9 with Peyman Keyashian, M.D.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract Amendment Agreement #26-788-9 with Peyman Keyashian, M.D., an individual, effective December 1, 2019, to amend Contract #26-788-8 to increase the payment limit by \$115,000, from \$565,000 to a new payment limit of \$680,000, with no change in the term of February 1, 2019 through January 31, 2020.

FISCAL IMPACT:

This amendment is funded 100% by Hospital Enterprise Fund I. (No rate increase)

BACKGROUND:

On February 12, 2019, the Board of Supervisors approved Contract #26-788-8 with Peyman Keyashian, M.D., for the provision of anesthesiology services including consultation, training and medical and surgical procedures at Contra Costa Regional Medical Center (CCRMC) and Health Centers, for the period from February 1, 2019 through January 31, 2020.

Approval of Contract Amendment Agreement #26-788-9 will allow the Contractor to provide additional anesthesiology services at CCRMC and Health Centers through January 31, 2020.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/12/2019** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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ATTESTED: November 12, 2019

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

By: Laura Cassell, Deputy

Contact: Samir Shah, M.D.,
925-370-5525

CONSEQUENCE OF NEGATIVE ACTION:

If this amendment is not approved, patients requiring anesthesiology services will not have access to Contractor's services.



Contra
Costa
County

To: Board of Supervisors
From: David O. Livingston, Sheriff-Coroner
Date: November 12, 2019

Subject: Forensic Pathology Services - Ikechi Ogan M.D.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Sheriff-Coroner, or designee, to execute a contract amendment with Ikechi Ogan M.D., to increase the payment limit by \$500,000 to a new payment limit of \$1,000,000 for the provision of forensic pathology services for the term of October 1, 2018 through September 30, 2020.

FISCAL IMPACT:

100% County General Fund; \$1,000,000. Budgeted.

BACKGROUND:

The Office of the Sheriff-Coroner currently has three forensic pathologists however Dr. Ogan performs most of the pathology services at the coroner's office. Dr. Ogan specializes in pathology and forensic pathology. Dr. Ogan assumes responsibility for and performs autopsy services for deaths that fall within the jurisdiction of the Coroner, he prepare as required documents and reports, provides training to personnel, provides court testimony as required, and ensures that quality standards are met for the services performed. Dr. Ogan performs most of the pathology services at the coroner's office and this contract limit increase is expected to get us through the end of the contract and will allow the Sheriff-Coroner's Office to continue to meet the obligations to provide forensic pathology services.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/12/2019** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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ATTESTED: November 12, 2019

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

By: Laura Cassell, Deputy

Contact: Sandra Brown,
925-335-1553

cc:

CONSEQUENCE OF NEGATIVE ACTION:

If a negative action is given this will result in the Sheriff's Office running out of funding on the contract and losing Dr. Ogan's services.

CHILDREN'S IMPACT STATEMENT:



Contra
Costa
County

To: Board of Supervisors
From: David O. Livingston, Sheriff-Coroner
Date: November 12, 2019

Subject: Total Firearms Training

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Sheriff-Coroner, or designee, to execute a contract with Total Firearms Training in an amount not to exceed \$215,600.00 to provide firearms range safety management for Sheriff's personnel and range visitors for the period January 1, 2019 through December 31, 2020.

FISCAL IMPACT:

\$215,600.00. Budgeted (70% County General Fund, 30% participant fees)

BACKGROUND:

Total Firearms Training will provide Rangemaster, Armorer, and Instructor services at the Sheriff's Range for the Office of the Sheriff. Contractor will provide firearms range safety management for Sheriff's personnel and range visitors to include, observation of Sheriff's personnel and visitors while they are handling firearms, advise of any safety concerns observed, and take immediate action to stop any activity viewed as presenting a danger to life or property. Contractor will perform range maintenance and improvement supervision, perform tasks related to armorer repair, and provide firearms instruction.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: 11/12/2019 APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

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ATTESTED: November 12, 2019

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

By: Laura Cassell, Deputy

Contact: Sandra Brown
925-335-1553

cc:



Contra
Costa
County

To: Board of Supervisors
From: Denise Rojas, Interim Risk Manager
Date: November 12, 2019

Subject: Contract with Tuell & Associates

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Interim Risk Manager to execute a contract with Tuell & Associates for Workers' Compensation staffing services for the period from November 1, 2019 through October 31, 2020 in an amount not to exceed \$400,000.

FISCAL IMPACT:

Costs for workers' compensation services are funded through the Workers' Compensation Internal Service Fund.

BACKGROUND:

Tuell & Associates specializes in providing highly experienced temporary workers' compensation claims adjusters and staff for the County's claims processing. Specialized temporary staff is needed to fill vacant funded positions while we are recruiting to hire permanent staff.

CONSEQUENCE OF NEGATIVE ACTION:

Risk Management will not have adequate technical assistance and staff to process workers' compensation claims in the timely manner required to satisfy current regulations.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/12/2019** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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Candace Andersen, District II Supervisor
Diane Burgis, District III Supervisor
Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

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ATTESTED: November 12, 2019

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

By: Laura Cassell, Deputy

Contact: Denise Rojas (925)
335-1400

cc:



Contra
Costa
County

To: Board of Supervisors
From: Sharon L. Anderson, County Counsel
Date: November 12, 2019

Subject: APPROVE AND AUTHORIZE CONFLICT WAIVER WITH GOLDFARB & LIPMAN LLP

RECOMMENDATION(S):

APPROVE and AUTHORIZE County Counsel or her designee to execute on behalf of the County a form consenting to joint representation of the County and Housing Consortium of the East Bay (HCEB) by Goldfarb and Lipman LLP in connection with a grant by the County of approximately \$1.2 million of Local Government Special Needs Housing Program (SNHP) funds to pay for HCEB's acquisition of real property in Richmond for use as affordable rental housing.

FISCAL IMPACT:

There is no General Fund impact. SNHP funds were provided to the County by the State through the California Housing Finance Agency.

BACKGROUND:

The County is an existing client of Goldfarb. Goldfarb represents the County on various legal issues related to redevelopment dissolution, new development financed by the County, and the preparation of legal documents for County-funded housing programs. Because Goldfarb's concentration of work is in affordable housing, it is not uncommon for the firm to have an attorney-client relationship with more than one party to a complicated housing transaction.

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/12/2019** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
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Federal D. Glover, District V Supervisor

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ATTESTED: November 12, 2019

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

Contact: Kate Andrus, Deputy County Counsel, 335-1824

By: June McHuen, Deputy

BACKGROUND: (CONT'D)

Attached is a letter from Goldfarb requesting that the County acknowledge and waive the conflicts that exist in a transaction in which Goldfarb will represent the County and the Housing Consortium of the East Bay (HCEB), both of which are parties to a revocable grant agreement, a regulatory agreement and various ancillary documents as part of a revocable grant from the County to HCEB, as described in the attached letter from Goldfarb. The letter sets forth the attorney-client relationships that could affect the firm's representation of both the County and HCEB and states that different attorneys within Goldfarb will represent the County and HCEB. The proposed consent to Goldfarb's dual role is attached to Goldfarb's letter.

In the proposed transaction, the County will grant approximately \$1.2 million of Local Government Special Needs Housing Program (SNHP) (formerly a component under the Mental Health Services Act known as the MHSA Housing Program) funds to HCEB. The revocable grant will be used to pay for HCEB's acquisition of real property in Richmond for use as affordable rental housing to individuals with a serious mental disorder. The grant may be revoked if HCEB fails to make the ten units on the two sites being acquired available for rent in accordance with the terms of a Regulatory Agreement. The Regulatory Agreement will have a 55-year term and will be secured by a deed of trust.

Staff for the Health Services Department have advised the County Counsel's office that it is critical that the SNHP funds be used this year and that Goldfarb's assistance will facilitate achieving that goal.

CONSEQUENCE OF NEGATIVE ACTION:

Goldfarb would not be able to continue to represent the County in connection with the revocable grant. The result would likely be a delay in HCEB's acquisition of the property and the potential loss of these SNHP funds.

ATTACHMENTS

Goldfarb Letter

goldfarb
lipman
attorneys

1300 Clay Street, Eleventh Floor
Oakland, California 94612
510 836-6336

M David Kroot

Lynn Hutchins

Karen M. Tiedemann

Thomas H. Webber

Dianne Jackson McLean

Michelle D. Brewer

Jennifer K. Bell

Robert C. Mills

Isabel L. Brown

James T. Diamond, Jr.

Margaret F. Jung

Heather J. Gould

William F. DiCamillo

Amy DeVaudreuil

Barbara E. Kautz

Erica Williams Orcharton

Luis A. Rodriguez

Rafael Yaquián

Celia W. Lee

Dolores Bastion Dalton

Joshua J. Mason

Elizabeth R. Klueck

Jeffrey A. Streiffer

Jhaila R. Brown

Erik Ramakrishnan

Rye P. Murphy

Justin D. Bigelow

Aileen T. Nguyen

Katie Dahlinghaus

San Francisco

415 788-6336

Los Angeles

213 627-6336

San Diego

619 239-6336

Goldfarb & Lipman LLP

November 4, 2019

Sharon Anderson, County Counsel
Contra Costa County
651 Pine Street, 9th Floor
Martinez, CA 94553

Darin Lounds, Executive Director
Housing Consortium of the East Bay
410 7th Street, Suite 203
Oakland, CA 94607

via email and u.s. mail

Re: Consents to Potential Conflict of Interest and Joint Representation –
Virginia Avenue and South 9th Street

Dear Ms. Anderson and Mr. Lounds:

We write this letter to disclose our representation of the County of Contra Costa (the "County") and the Housing Consortium of the East Bay (the "Developer") (collectively, the "Parties" each a "Party"), and to request the consent of the County and the Developer for Goldfarb & Lipman LLP to jointly represent the County and the Developer in connection with certain transactions pertaining to two properties currently owned by Rubicon Programs, Inc. ("Rubicon") located at 903-909 Virginia Avenue, Richmond and 360-366 South 9th Street, Richmond, in Contra Costa County (the "Properties") as described below.

Specifically, the Developer intends to purchase the Properties from Rubicon, and the County intends to provide the Developer with a revocable grant of One Million One Hundred Seventy-Five Thousand Dollars (\$1,175,000) in Special Needs Housing Program funds to assist in the acquisition of the Properties (the "Acquisition Transaction"). The County previously provided Rubicon a grant of Mental Health Services Act funds which the Developer intends to assume concurrently with the acquisition of the Properties (the "Assumption Transaction"). The Acquisition Transaction and the Assumption Transaction are collectively referred to as the "Transaction." Documents that will be required for this Transaction and that will be prepared by the County include, but are not limited to, an Assignment and Assumption and Consent Agreement among the County, the Developer, and Rubicon; a Grant Agreement between the County and the Developer; and a Regulatory Agreement between the County and the Developer (the "Grant Documents").

The specific purpose of this letter is to advise you of a potential conflict of interest of Goldfarb & Lipman due to the existing and continued relationships that Goldfarb & Lipman has separately with each of your organizations, and the proposed joint representation of both of you in this Transaction. Isabel Brown is the attorney working



Sharon Anderson
Darin Lounds
November 4, 2019
Page 2

with the County in the preparation of the Grant Documents, and Robert Mills is the attorney working with the Developer in all aspects of the Transaction. Although different Goldfarb & Lipman attorneys represent the County and the Developer in the Transaction, such representation is still considered joint representation.

To undertake this representation, we are required to (1) disclose in writing our existing relationship with each of you, (2) obtain the informed written consent of each of you to such potential conflict of interest, and (3) obtain agreement from each of you to the limited joint representation as described in this letter. We believe that we will be able to provide competent and diligent representation to each of you in this matter.

I. Existing Relationships.

The County is an existing client of Goldfarb & Lipman. We have and continue to represent the County in connection with numerous housing loan transactions through the County.

In addition, the Developer is an existing client of Goldfarb & Lipman. We have and continue to represent the Developer in connection with affordable housing projects throughout the Bay Area.

II. Potential Conflict of Interest.

While we are unaware of any current conflict of interest created by our existing relationships described in Section I above (except for the Joint Representation discussed below), as attorneys, we are governed by specific rules relating to our representation of clients when potential conflicts of interest exist. We must disclose certain information, and obtain the informed written consents of each of you to represent each of you in connection with the Transaction as described in this letter, in accordance with Rules 1.1, 1.4, 1.6, 1.7, 1.8.2., 1.9 and 1.10 of the Rules of Professional Conduct of the State Bar of California (the "CRPC").

Our representation of each of you in connection with the Transaction could potentially create a conflict of interest for Goldfarb & Lipman related to, among other matters, differences in opinion regarding the terms of the Grant Documents, or if we have or become aware of information regarding one of you that is relevant to the Transaction which would have an adverse effect on the other Party. At this time, we do not believe that there is an actual conflict of interest for Goldfarb & Lipman, and we believe that we can competently represent each of you in this Transaction and still maintain our independent judgment and duty of loyalty to each of you in unrelated matters. In addition, we do not believe that we have obtained any confidential information from the Developer which is material to our proposed representation of the County, or from the County which is material to our proposed representation of the Developer.

However, if an actual conflict should arise related to the Transaction in which: (i) the interest of the County is now adverse to the interest of the Developer, that would affect our independent judgment and our duty of loyalty to each of you in the unrelated matters; (ii) the issue of dispute

in this Transaction is substantially related to the same issue in which we have represented either of you in other matters; or (iii) we have obtained any confidential information from the Developer that is material to our representation of the County, or any confidential information from the County that is material to our representation of the Developer, we would need to determine if we could continue to represent the County and the Developer in the Transaction. In reaching our decision, we would first need to determine if we could competently continue such representation, notwithstanding the adversity, and after such determination, we would further need to obtain the informed written consent of each of you.

III. Joint Representation.

Each of you have requested Goldfarb & Lipman to represent you in this Transaction (the "Joint Representation"). The informed written consents of the each of you are requested because of the potential conflict of interest that may arise due to Goldfarb & Lipman's Joint Representation.

The interests and objectives of each of you in the Joint Representation related to the Transaction are, or may become, inconsistent with one another. Therefore, it is important that you thoroughly understand the consequences of the Joint Representation.

In representing both of you in connection with the Joint Representation, Goldfarb & Lipman will strive to provide legal services that are equally beneficial to both of you. In other words, rather than vigorously asserting each of your respective interests regarding these issues, we will strive to reach agreements on matters that are mutually beneficially to both of you. The consequence is that there is likely to be a balancing of interests between your two organizations.

At this point, we feel that we can competently and diligently represent all of your respective interests, that the representation does not involve the assertion of a claim by one of you against the other, and that we do not believe that our representation of one of you will be materially limited by our responsibilities to or relationship with the other of you. There are, however, some consequences of Joint Representation that each of you should consider, and for which you may wish to obtain the advice of independent legal counsel, before consenting to such representation.

a. No Secrets. Goldfarb & Lipman cannot maintain any secrets between each of you in connection with the Joint Representation. Normally, Goldfarb & Lipman would keep confidential all client information. However, anything disclosed by either of you to Goldfarb & Lipman that is relevant to this Joint Representation must be disclosed to the other Party.

Additionally, in fulfilling our obligations to provide competent legal services, we may have to disclose to either of you any information that we have obtained from the other Party in this Transaction or any other matters that may be relevant or material to this Joint Representation. However, we would be required to obtain your prior informed written consent before we could make any such disclosures. At this point, we are unaware of any information that would require such disclosure.

b. Attorney-Client Privilege. With Joint Representation, each of you separately waive the attorney-client privilege with regard to communications with Goldfarb & Lipman in connection with the Joint Representation. This means that in the event of any dispute (including litigation) between each of you in connection with the Joint Representation, Goldfarb & Lipman could be compelled to testify about attorney-client communications regarding the Joint Representation that would otherwise be confidential and privileged without this waiver. Both of you would, however, maintain the attorney-client privilege against third parties who might make any claim or file a lawsuit against either of you in relation to the Joint Representation.

c. Adverse Interest. If any actual adverse interest develops between each of you related to the Joint Representation, then we will have to determine whether we can competently continue our representation, even if both of you are willing to provide informed written consent. If the interests of the County and the Developer become adverse, and as a consequence, we make the determination that we can no longer provide competent legal representation to both of the respective interests, we would then need to withdraw from representing both Parties in the Joint Representation. Rule 1.4 of the CRPC requires us to keep both of you promptly informed of all material matters or issues in the Joint Representation and the Transaction, so that we would immediately disclose to both of you when there is a change of this nature.

d. Rules of Professional Conduct. As attorneys we are governed by specific rules relating to our representation of clients where we have a relationship with both parties and therefore a potential conflict of interest. Rules 1.1, 1.4, 1.6, 1.7, 1.8.2., 1.9 and 1.10 of the CRPC govern conflicts of interest. Accordingly, we must obtain the informed written consent of each of you before proceeding with our Joint Representation of each of you in connection with the Transaction.

IV. Informed Written Consent

You should thoroughly review and consider the matters discussed in this letter, and consider seeking independent counsel before providing your consent. If, after such review, each of you consents to Goldfarb & Lipman representing each of you in the manner outlined above, please sign and return the attached consent form (i) acknowledging that you have been advised of Goldfarb & Lipman's past and continuing relationships with each of you; (ii) acknowledging that you have been advised to Rules 1.1, 1.4, 1.6, 1.7, 1.8.2., 1.9 and 1.10 and the potential conflict of interest associated with our Joint Representation of each of you in connection with the Transaction; (iii) the consequences of Joint Representation in relation to the Transaction; and (iv) that you nevertheless consent to our representation of you in connection with the Transaction and to our Joint Representation of each of you in connection with the Transaction.

Sharon Anderson
Darin Lounds
November 4, 2019
Page 5

If you have any questions regarding this letter or our representation of each of you, please call us before signing and returning a signed copy of this letter.

Sincerely,

A handwritten signature in cursive script that reads "Isabel B" followed by a horizontal line.

ISABEL BROWN

A handwritten signature in cursive script that reads "Robert C. Mills".

ROBERT C. MILLS

CONSENT

The Housing Consortium of the East Bay (the "Developer") intends to purchase the properties currently owned by Rubicon Programs, Inc. ("Rubicon") and located at 903-909 Virginia Avenue, Richmond and 360-366 South 9th Street, Richmond, in Contra Costa County (the "Properties"). The County of Contra Costa (the "County") intends to provide the Developer with a revocable grant of One Million One Hundred Seventy-Five Thousand Dollars (\$1,175,000) in Special Needs Housing Program funds to assist in the acquisition of the Properties (the "Acquisition Transaction"). The County previously provided Rubicon a grant of Mental Health Services Act funds which the Developer intends to assume concurrently with the acquisition of the Properties (the "Assumption Transaction"). The Acquisition Transaction and the Assumption Transaction are collectively referred to as the "Transaction." Documents that will be required for this Transaction and that will be prepared by the County include, but are not limited to, an Assignment and Assumption and Consent Agreement among the County, the Developer, and Rubicon; a Grant Agreement between the County and the Developer; and a Regulatory Agreement between the County and the Developer.

Goldfarb & Lipman has explained to each of you: (i) Goldfarb & Lipman's past and continuing relationships with each of you; (ii) CRPC Rules 1.1, 1.4, 1.6, 1.7, 1.8.2., 1.9 and 1.10 and the potential conflict of interest in relation to Goldfarb & Lipman's proposed representation of the County and of the Developer and the possible consequences of this conflict; (iii) the potential conflict of interest that Goldfarb & Lipman may have in its Joint Representation of each of you in connection with the Transaction; and (iv) the consequences of such Joint Representation. Each of the undersigned nevertheless consents to representation by Goldfarb & Lipman regarding the Transaction and gives approval to such representation as described in this letter.

[signatures on following page]

We understand that we have the right to seek independent counsel before signing this consent or at any future time.

Dated: _____

COUNTY

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

By: _____

Name: _____

Its: _____

Dated: _____

DEVELOPER

HOUSING CONSORTIUM OF THE EAST BAY,
a nonprofit public benefit corporation

By: _____

Name: _____

Its: _____



Contra
Costa
County

To: Board of Supervisors
From: John Kopchik, Director, Conservation & Development Department
Date: November 12, 2019

Subject: Update Regarding RM3 Independent Oversight Committee Appointments

RECOMMENDATION(S):

ACCEPT report regarding Contra Costa County's appointments to the Regional Measure 3 Independent Oversight Committee.

FISCAL IMPACT:

No impact.

BACKGROUND:

Senate Bill 595 (2017-SB 595) required the nine Bay Area counties to conduct a special election, known as Regional Measure 3 (RM3), on a proposed increase to toll rates on state-owned bridges in the region. This election took place on June 5, 2018, with voters approving a three dollar toll increase, phased in one dollar at a time over the course of six years. SB 595 also required that the Bay Area Toll Authority (BATA) establish an independent oversight committee comprised of two citizen representatives from each Bay Area county within six months of the effective date of the toll increase.

The Board of Supervisors, at its July 9, 2019 meeting, referred the recruitment of Independent Oversight Committee citizen representatives to the Transportation, Water, and Infrastructure Committee (TWIC). At TWIC's July 18, 2019 meeting, staff presented a draft plan for recruitment. The Committee provided

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/12/2019** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: November 12, 2019

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

By: June McHuen, Deputy

Contact: Colin Piethe,
925-674-7755

cc:

BACKGROUND: (CONT'D)

additional direction to staff with the goal of ensuring a comprehensive outreach effort. On August 6th, the Board of Supervisors authorized TWIC to make final selections.

At the August 12th TWIC meeting, Supervisors Mitchoff and Anderson interviewed seven of the sixteen applicants, and selected Nazanin Shakerin and Kathy Chang to serve as citizen representatives from Contra Costa County. On October 9, the Bay Area Toll Authority Oversight Committee approved Contra Costa County's appointments.

ATTACHMENTS

BATA Oversight Committee Oct. 9

Candidate Application_Kathy Chang_RM3

Resume_Kathy Chang_RM3

Candidate Application_Nazanin Shakerin_RM3

Resume_Nazanin Shakerin_RM3

**Bay Area Toll Authority
Oversight Committee**

October 9, 2019

Agenda Item 4d

BATA Resolution No. 131, Revised

Subject: Update to Membership of the Regional Measure 3 Independent Oversight Committee

Background: In June 2019, BATA adopted Resolution No. 131, establishing the Regional Measure 3 (RM3) Independent Oversight Committee. The California Streets and Highways Code Section 30923(h)(2) requires the Independent Oversight Committee to be composed of two representatives from each county within the jurisdiction of the Metropolitan Transportation Commission, to be appointed by the applicable county Board of Supervisors to serve a four-year term, limited to two terms.

On May 3, 2019, staff sent letters to the Boards of Supervisors of each county requesting the names of two individuals appointed to the Independent Oversight Committee. Revisions to Attachment A to BATA Resolution No. 131 reflect appointees named by county Boards of Supervisors to date (correspondence attached). This month, appointees are being added from Alameda, Contra Costa, Marin, San Mateo, and Santa Clara Counties.

According to statute, members of the committee cannot be current or former members or staff of MTC or BATA, current employees of an organization or person that has ever received funds from MTC or BATA, or previous employees or contractors of an organization or person that has ever received funds from MTC or BATA within one year of having worked for or contracted with that organization.

Issues: Regional Measure 3 is the subject of ongoing litigation. The committee will likely not meet until the litigation is resolved.

Recommendation: Refer BATA Resolution No. 131, Revised to the Authority for approval.

Attachments: BATA Resolution No. 131, Revised
Correspondence appointing committee members



Therese W. McMillan

Date: June 26, 2019
Referred by: BATA Oversight
Revised: 07/24/19-BATA
10/23/19-BATA

ABSTRACT

BATA Resolution No. 131, Revised

This resolution establishes the Regional Measure 3 Independent Oversight Committee, as set forth in Section 30923(h) of the California Streets and Highways Code and approved by voters on the June 5, 2018 ballot.

Attachment A to this Resolution was revised on July 24, 2019 to update appointees.

Attachment A to the Resolution was revised on October 23, 2019 to update appointees.

Further discussion of this resolution is contained in the BATA Oversight Committee Summary Sheets dated June 12, 2019, July 10, 2019, and October 9, 2019.

Date: June 26, 2019
Referred by: BATA Oversight

Re: Regional Measure 3 Independent Oversight Committee

BAY AREA TOLL AUTHORITY
RESOLUTION NO. 131

WHEREAS, on June 5, 2018, a special election was held in the City and County of San Francisco, and the Counties of Alameda, Contra Costa, Marin, Napa, San Mateo, Santa Clara, Solano, and Sonoma (individually, each a “County” and, collectively, the “Counties”) to approve a toll increase of three dollars (\$3.00) phased in over time, including a one dollar (\$1.00) toll increase on January 1, 2019, a one dollar (\$1.00) toll increase on January 1, 2022, and a one dollar (\$1.00) toll increase on January 1, 2025, for vehicles traveling on the state-owned bridges located in the San Francisco Bay Area (“Regional Measure 3”); and

WHEREAS, on September 26, 2018, the Bay Area Toll Authority (“Authority”) adopted Resolution No. 126 accepting certified statements from the Registrar of Voters of the City and County of San Francisco and each of the Counties and observing that a majority of all voters voting on Regional Measure 3 at such special election voted affirmatively for Regional Measure 3; and

WHEREAS, on December 19, 2018, the Authority adopted Resolution No. 128 adopting a toll schedule phasing in the toll increase approved pursuant to Regional Measure 3, effective on January 1, 2019; and

WHEREAS, in accordance with subsection (h) of Section 30923 of the California Streets and Highways Code (“SHC”), the Authority shall, within six months of the effective date of the toll increase, establish an independent oversight committee, with specified composition and duties; now, therefore, be it

RESOLVED, that the Authority specifically finds and declares that the statements, findings and determinations of the Authority set forth in the preambles above are true and correct; and be it further

RESOLVED, that pursuant to SHC § 30923(h), the Authority hereby establishes the Regional Measure 3 Independent Oversight Committee (“Committee”); and be it further

RESOLVED, that the Committee shall annually review the expenditure of funds by the Authority for the projects and programs specified in SHC § 30914.7 and prepare and submit a report to the transportation committee of each house of the Legislature summarizing its findings, and that the Committee may request any documents from the Authority to assist the Committee in performing its functions; and be it further

RESOLVED, that pursuant to SHC § 30923(h)(2), the Committee shall include two representatives from each county within the jurisdiction of the Metropolitan Transportation Commission (the “Commission”), and each representative shall be appointed by the applicable county board of supervisors and serve a four-year term and be limited to two terms; and be it further

RESOLVED, that pursuant to SHC § 30923(h)(3), a representative appointed to the Committee shall not be a member, former member, staff, or former staff of the Commission or the Authority, shall not be employed by any organization or person that has received or is receiving funding from the Commission or the Authority, and shall not be a former employee or a person who has contracted with any organization or person that has received or is receiving funding from the Commission or the Authority within one year of having worked for or contracted with that organization or person; and be it further

RESOLVED, that the Committee roster, as appointed by the applicable county board of supervisors, is contained in Attachment A to this resolution; and be it further

RESOLVED, that the travel reimbursement rate and stipend policy for members of the Committee is contained in Attachment B to this resolution; and be it further

RESOLVED, that the Chair of the Authority, the Vice Chair of the Authority, the Executive Director, the Chief Financial Officer and other appropriate officers and staff of the Authority, are hereby authorized and directed, jointly and severally, for and in the name and on behalf of the Authority, to do any and all things that they deem necessary or advisable in order to effectuate the purposes of this Resolution in accordance with the terms hereof and of applicable provisions of law.

BAY AREA TOLL AUTHORITY



Scott Haggerty, Chair

The above resolution was entered into by the Bay Area Toll Authority at a regular meeting of the Authority held in San Francisco, California, on June 26, 2019.

Regional Measure 3 Independent Oversight Committee Membership

County	Member Name	Term Length	Term No.
Alameda	Anu Natarajan	July 2019 – June 2023	First
Alameda	William Harrison	July 2019 – June 2023	First
Contra Costa	Nazanin Shakerin	July 2019 – June 2023	First
Contra Costa	Kathy Chang	July 2019 – June 2023	First
Marin	Kevin Hagerty	July 2019 – June 2023	First
Marin	William McNicholas	July 2019 – June 2023	First
Napa	<i>To be appointed by Board of Supervisors</i>	July 2019 – June 2023	First
Napa	<i>To be appointed by Board of Supervisors</i>	July 2019 – June 2023	First
San Francisco	<i>To be appointed by Board of Supervisors</i>	July 2019 – June 2023	First
San Francisco	<i>To be appointed by Board of Supervisors</i>	July 2019 – June 2023	First
San Mateo	Frederick A. Hansson	July 2019 – June 2023	First
San Mateo	Pam Frisella	July 2019 – June 2023	First
Santa Clara	Joanne Benjamin	July 2019 – June 2023	First
Santa Clara	David Fung	July 2019 – June 2023	First
Solano	Steve Lessler	July 2019 – June 2023	First
Solano	William G. Jerry Hayes	July 2019 – June 2023	First
Sonoma	<i>To be appointed by Board of Supervisors</i>	July 2019 – June 2023	First
Sonoma	<i>To be appointed by Board of Supervisors</i>	July 2019 – June 2023	First

Travel Reimbursement Rate and Stipend for Members of the Regional Measure 3 Independent Oversight Committee

1. Individual members of the Regional Measure 3 Independent Oversight Committee (“Committee”) appointed by county boards of supervisors shall each be eligible to receive a stipend of \$50 per meeting of the Committee, as defined below, with a maximum of four meetings per year. Meetings are defined as publicly noticed meetings or subcommittee meetings of the Committee.
2. Members of the Committee may be reimbursed for actual travel expenses, as defined below, for a maximum of four meetings per year.
3. The mileage reimbursement rate is the rate allowable by the Internal Revenue Service when a personal vehicle is used. Related bridge tolls, parking fees and actual expenses for use of public transit will be reimbursed.

All requests for stipend and reimbursement of expenses shall be submitted quarterly to the Committee staff liaison and processed according to the procedures established by MTC's Executive Director.

The MTC Deputy Executive Director, Policy shall administer this Attachment B. Any questions regarding its application shall be decided by the Deputy Executive Director, Policy whose decision shall be final.



CLERK, BOARD OF SUPERVISORS

Therese W. McMillan
Executive Director
Bay Area Toll Authority
Bay Area Metro Center
375 Beale Street, Suite 800
San Francisco, CA 94105

Dear Ms. McMillan:

On behalf of the Alameda County Board of Supervisors, this letter appoints the following individuals to the Regional Measure 3 Independent Oversight Committee, per your request dated May 3, 2019:

- Anu Natarajan, appointed on 7/23/19
- William Harrison, appointed on 7/23/19

This letter also certifies that the above-named individuals are eligible to serve on the committee according to the restrictions listed in California Streets and Highways Code Section 30923(h)(3), which states:

“A representative appointed to the oversight committee shall not be a member, former member, staff, or former staff of the commission or the authority, shall not be employed by any organization or person that has received or is receiving funding from the commission or the authority, and shall not be a former employee or a person who has contracted with any organization or person that has received or is receiving funding from the commission or the authority within one year of having worked for or contracted with that organization or person.”

If you have any questions, please contact me at (510) 272-3898.

Sincerely,

Anika Campbell-Belton
Clerk of the Board
Alameda County

The Board of Supervisors

County Administration Building
651 Pine Street, Room 106
Martinez, California 94553-1293

John Gioia, 1st District
Candace Andersen, 2nd District
Diane Burgis, 3rd District
Karen Mitchoff, 4th District
Federal D. Glover, 5th District

Ms. Therese McMillan
Executive Director
Metropolitan Transportation Commission
375 Beale St., #800
San Francisco, CA 94105

August 26, 2019

Subject: Contra Costa County Appointments for the Regional Measure 3 Independent Oversight Committee

Dear Ms. McMillan:

On behalf of the Contra Costa County Board of Supervisors, this letter appoints the following individuals to the Regional Measure 3 Independent Oversight Committee, per your request dated May 4, 2019:

- Nazanin Shakerin
 - [REDACTED]
 - [REDACTED]
- Kathy Chang
 - [REDACTED]
 - [REDACTED]

This letter also certifies that Nazanin and Kathy are eligible to serve on the committee according to the restrictions listed in California Streets and Highways Code Section 30923(h)(3), which states:

“A representative appointed to the oversight committee shall not be a member, former member, staff, or former staff of the commission or the authority, shall not be employed by any organization or person that has received or is receiving funding from the commission or the authority, and shall not be a former employee or a person who has contracted with any organization or person that has received or is receiving funding from the commission or the authority within one year of having worked for or contracted with that organization or person.”

If you have any questions on this action please don't hesitate to contact staff, John Cunningham, 925-674-7833, john.cunningham@dcd.cccounty.us

Sincerely,

Contra Costa County



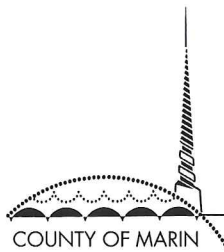
David Twa
Clerk of the Board
and
County Administrator
(925) 335-1900



John M. Gioia
Chair
Board of Supervisors

cc:

- John Kopchik, Department of Conservation and Development – Director
- Julie Enea, County Administrators Office – Senior Deputy County Administrator



BOARD OF SUPERVISORS

August 26, 2019

PRESIDENT
Kathrin Sears
3RD DISTRICT

VICE PRESIDENT
Katie Rice
2ND DISTRICT

2ND VICE PRESIDENT
Dennis Rodoni
4TH DISTRICT

Damon Connolly
1ST DISTRICT

Judy Arnold
5TH DISTRICT

Matthew H. Hymel
COUNTY ADMINISTRATOR
CLERK OF THE BOARD

Diane Patterson
ASSISTANT CLERK OF THE BOARD

Marin County Civic Center
3501 Civic Center Drive
Suite 329
San Rafael, CA 94903
415 473 7331 T
415 473 3645 F
415 473 6172 TTY

Therese W. McMillan
Executive Director
Bay Area Toll Authority
Bay Area Metro Center
375 Beale Street, Suite 800
San Francisco, CA 94105

Dear Ms. McMillan:

On behalf of the Marin County Board of Supervisors, this letter appoints the following individuals to the Regional Measure 3 Independent Oversight Committee, per your request dated May 3, 2019:

- Kevin Hagerty
- William McNicholas

This letter also certifies that the above-named individuals are eligible to serve on the committee according to the restrictions listed in California Streets and Highways Code Section 30923(h)(3), which states:

“A representative appointed to the oversight committee shall not be a member, former member, staff, or former staff of the commission or the authority, shall not be employed by any organization or person that has received or is receiving funding from the commission or the authority, and shall not be a former employee or a person who has contracted with any organization or person that has received or is receiving funding from the commission or the authority within one year of having worked for or contracted with that organization or person.”

Sincerely,

Kathrin Sears, President, Board of Supervisors

Therese W. McMillan
Executive Director
Bay Area Toll Authority
Bay Area Metro Center
375 Beale Street, Suite 800
San Francisco, CA 94105

Dear Ms. McMillan:

On behalf of the San Mateo County Board of Supervisors, this letter appoints the following individuals to the Regional Measure 3 Independent Oversight Committee, per your request dated May 3, 2019:

- Frederick A. Hansson
- Pam Frisella

This letter also certifies that the above-named individuals are eligible to serve on the committee according to the restrictions listed in California Streets and Highways Code Section 30923(h)(3), which states:

“A representative appointed to the oversight committee shall not be a member, former member, staff, or former staff of the commission or the authority, shall not be employed by any organization or person that has received or is receiving funding from the commission or the authority, and shall not be a former employee or a person who has contracted with any organization or person that has received or is receiving funding from the commission or the authority within one year of having worked for or contracted with that organization or person.”

Carole Groom

Carole Groom, President, Board of Supervisors

Sept 18 2019

Date

County of Santa Clara

Office of the Clerk of the Board of Supervisors
County Government Center, East Wing
70 West Hedding Street
San Jose, California 95110-1770
(408) 299-5001



Megan Doyle
Clerk of the Board

September 19, 2019

Kimberley Ward
Clerk of the Committee
Metropolitan Transportation Commission
Bay Area Metro Center
375 Beale Street, Suite 800
San Francisco, CA 94105

Dear Ms. Ward:

Per your request dated May 3, 2019, this letter serves as notice that at the September 10, 2019 regular meeting of the Board of Supervisors of the County of Santa Clara (Item No. 75), the Board unanimously approved the appointments of the following individuals to the Metropolitan Transportation Commission (MTC) Regional Measure 3 Independent Oversight Committee:

- Joanne Benjamin
- David Fung

This letter also certifies that the above-named individuals are eligible to serve on the committee according to the restrictions listed in California Streets and Highways Code Section 30923(h)(3), which states:

“A representative appointed to the oversight committee shall not be a member, former member, staff, or former staff of the commission or the authority, shall not be employed by any organization or person that has received or is receiving funding from the commission or the authority, and shall not be a former employee or a person who has contracted with any organization or person that has received or is receiving funding from the commission or the authority within one year of having worked for or contracted with that organization or person.”

A handwritten signature in blue ink, appearing to read "Megan Doyle", is written over a horizontal line.

Megan Doyle
Clerk of the Board of Supervisors

BOARD OF SUPERVISORS & BOARDS AND COMMISSIONS



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The County of Santa Clara California

Approved
Sep 10, 2019 9:30 AM

Board/Commission Appointment 98368

Supervisor Simitian nominates:

Information

Department:	Supervisor S. Joseph Simitian (Supervisory District Five)	Sponsors:
Category:	Appointment	

Attachments

[Printout](#)

Multiple Recommendations

- i. Joanne Benjamin for appointment to the Metropolitan Transportation Commission (MTC) Regional Measure 3 Independent Oversight Committee.
- ii. David Fung for appointment to the MTC Regional Measure 3 Independent Oversight Committee.

Meeting History

[Sep 10, 2019 9:30 AM Video](#) **Board of Supervisors** **Regular Meeting**

Draft

RESULT: APPROVED [UNANIMOUS]
MOVER: Susan Ellenberg, Supervisor
SECONDER: Mike Wasserman, Supervisor
AYES: Mike Wasserman, Cindy Chavez, Dave Cortese, Susan Ellenberg, S. Joseph Simitian

Application Form

Profile

Kathy Chang
First Name Middle Initial Last Name

[Redacted] Suite or Apt

Antioch CA 94531
City State Postal Code

[Redacted]
Primary Phone

[Redacted]
Email Address

Which supervisorial district do you live in?

District 3

Education

Select the option that applies to your high school education *

High School Diploma

College/ University A

Name of College Attended

University of Oregon

Degree Type / Course of Study / Major

MS in Accounting

Degree Awarded?

Yes No

College/ University B

Name of College Attended

National Chung Hsing University

Degree Type / Course of Study / Major

Bachelor in Business Administration

Degree Awarded?

Yes No

College/ University C

Name of College Attended

Degree Type / Course of Study / Major

Degree Awarded?

Yes No

Other schools / training completed:

Course Studied

ACWA/JPIA Leadership Program

Hours Completed

40

Certificate Awarded?

Yes No

Board and Interest

Which Boards would you like to apply for?

Contra Costa County Transportation Authority Citizens Advisory Committee (BOS Appointee): Submitted
Regional Measure 3 Independent Oversight Committee: Submitted

Seat Name

Kathy Chang

Have you ever attended a meeting of the advisory board for which you are applying?

Yes No

If you have attended, how many meetings have you attended?

Please explain why you would like to serve on this particular board, committee, or commission.

I have had more than 20 years in local government finance including grant administration. In retirement, I want to continue to contribute to civil services from a different perspective. Additionally I have also completed the ACWA/JPIA leadership program. I'm committed to bringing leadership, financial oversight and stewardship to the Boards and Commissions.

Qualifications and Volunteer Experience

I would like to be considered for appointment to other advisory boards for which I may be qualified.

Yes No

Are you currently or have you ever been appointed to a Contra Costa County advisory board, commission, or committee?

Yes No

List any volunteer or community experience, including any advisory boards on which you have served.

Describe your qualifications for this appointment. (NOTE: you may also include a copy of your resume with this application)

I am interested in serving the Regional Measure 3 Independent Oversight Committee. I have more than 20 years of experience in local government finance, including grant administration. In retirement, I want to continue to contribute to civil services from a different perspective. The following is an overview of my work experience: I was the Finance Manager of two local government agencies from May 2013 to November 2018: Delta Diablo in Antioch and Scotts Valley Water District in Scotts Valley. Primary responsibilities included but not limited to financial operations, annual budget, annual audits, CAFR and other financial reports, investment, debt management, grants, utility billing, fee/rate study, customer service, ERP system administration, and supervising 2.5 to 5.0 FTE positions. Additional employment history included Principal Financial Analyst in the City of Santa Clara for 3 years and Principal Budget Analyst in the City of Santa Monica for 9 years. In both cities, I coordinated and prepared the annual operating and capital budgets, General Fund 5-year forecast, mid-year and year-end budget reviews, special projects and various studies. I supervised two analysts in the City of Santa Monica. More details can be found in the resume following the letter. I am committed to bringing leadership, financial stewardship and oversight to the Contra Costa County Boards and Commissions. Thank you.

[Measure 3 Supervisor.pdf](#)

Upload a Resume

Conflict of Interest and Certification

Do you have a Familial or Financial Relationship with a member of the Board of Supervisors?

Yes No

If Yes, please identify the nature of the relationship:

Do you have any financial relationships with the County such as grants, contracts, or other economic relations?

Yes No

If Yes, please identify the nature of the relationship:

Please Agree with the Following Statement

I certify that the statements made by me in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith. I acknowledge and understand that all information in this application is publicly accessible. I understand that misstatements and/or omissions of material fact may cause forfeiture of my rights to serve on a board, committee, or commission in Contra Costa County.

I Agree

Kathy Chang

Cell: [REDACTED]

Email: [REDACTED]

August 4, 2019

Contra Costa County Boards and Commission,

I am interested in serving the Regional Measure 3 Independent Oversight Committee. I have more than 20 years of experience in local government finance, including grant administration. In retirement, I want to continue to contribute to civil services from a different perspective.

The following is an overview of my work experience:

I was the Finance Manager of two local government agencies from May 2013 to November 2018: Delta Diablo in Antioch and Scotts Valley Water District in Scotts Valley. Primary responsibilities included but not limited to financial operations, annual budget, annual audits, CAFR and other financial reports, investment, debt management, grants, utility billing, fee/rate study, customer service, ERP system administration, and supervising 2.5 to 5.0 FTE positions.

Additional employment history included Principal Financial Analyst in the City of Santa Clara for 3 years and Principal Budget Analyst in the City of Santa Monica for 9 years. In both cities, I coordinated and prepared the annual operating and capital budgets, General Fund 5-year forecast, mid-year and year-end budget reviews, special projects and various studies. I supervised two analysts in the City of Santa Monica. More details can be found in the resume following the letter.

I am committed to bringing leadership, financial stewardship and oversight to the Contra Costa County Boards and Commissions. Thank you.

Truly yours,

[REDACTED]

Kathy Chang, CPA

I strive for fiscal transparency, accountability, excellence and stewardship.

Kathy Chang, CPA

Career Experience

Delta Diablo District, March 2018 – November 2018

Finance Manager

Primary responsibilities included annual budget, financial audits, CAFR, financial operations, investment, parcel data administration, Tyler Munis system administration, agenda reports, Finance Committee and full board meetings, purchasing, supervising 5.0 FTE positions, special projects, etc.

Scotts Valley Water District, May 2013 – March 2018

Finance Manager /Interim Finance Manager (for the first three months)

Manager of the Finance Department with primary responsibilities in financial operations and customer service, annual audit and financial reporting, comprehensive fee/rate study, annual work plan, monthly Finance Committee meetings, annual budget, cash receipts and disbursements, payroll processing, investment, debt management, grants, regulatory reports, etc. Supervise 2.5 FTE positions.

Accomplishments:

- Collaborated with other executive team members to: revamp the Administrative Codes, modernizing District operations; conduct a comprehensive fee/rate study and successfully complete the Prop 218 process, achieving fiscal sustainability; and work with a debt refunding team to refund two debts with a fixed rate loan, saving \$700,000 in net present value
- Transformed the Division from a manual paper pushing operation to a highly automated one embracing technology and best business practices with a successful implementation of a new financial management system
- Mentored and transitioned staff to more value added tasks and fostered team work and team spirit in a fast changing environment

City of Santa Clara, March, 2010 – May, 2013

Principal Financial Analyst

Primary responsibilities included but were not limited to planning, coordinating, developing and/or preparing annual Operating and CIP budgets, five-year forecast, year-end budget review, budget debriefings for future improvements, property and liability insurance programs, MOU costing for labor negotiations and special projects. Project manager for the cost allocation plan and implementation of a new budgeting system.

Accomplishments:

- Implemented process and efficiency improvements to streamline the 2011-12 and 2012-13 budget processes, and revamped the Operating and CIP budget instructions for the 2011-12 budget
- Provided leadership and guidance to citywide departments throughout the annual Operating and CIP budget processes. Won accolades for excellent customer and financial services.
- Successfully completed the 2012-13 Cost Allocation Plan updates in time for the 2013-14 Operating Budget preparations; successfully completed the high level architecture design and the fit/gap analysis for the Hyperion Budgeting System upgrades.

City of Santa Monica, February, 2001 – March, 2010

Principal Budget Analyst

The role of the Principal Budget Analyst had changed significantly as the budget office evolved during a period of three City Managers and three Finance Directors. Responsibilities over the years included: saw to the annual budget process, supervised two senior budget analysts, conducted citywide budget training, led the mid-year and year-end budget review preparations, recommended the 5-year forecast assumptions, prepared the general fund 5-year expenditure forecast, reviewed the bi-weekly Council staff reports for budget and financial impacts, monitored budget vs. actual for all City funds during the year and at year-end and worked on special projects.

Key Achievements:

- Gradually took over the budget preparation, coordination and analytical responsibilities previously assumed by Finance Director and/or Budget Manager.
- Brought the annual operating budget document to be a GFOA award winner since FY 2004-05.
- Standardized the five-year expenditure forecast methodology and conducted sensitivity analysis using various economic scenarios.

City of Santa Monica

Senior Administrative Analyst-Budget (2000 – 2001)

Acting Senior Administrative Analyst-Budget (1998-2000)

Analyzed budget issues pertaining to assigned departments and provided recommendations to department directors and the City Manager’s Office for decision-making. Participated in the annual budget preparation, mid-year and year-end budget review preparation and the ICMA performance measurement templates review. Assisted in special projects.

CERTIFICATE AND EDUCATION

Member of Arizona Society of Certified Public Accountants since 1998 (10828-E)

Master of Science in Accounting

University of Oregon – Eugene, Oregon

Bachelor of Arts in Business Administration

National Chung Hsing University, Taipei, Taiwan

Summary of Qualifications

Experience: Extensive experience in special district and municipal finance in leadership roles with strengths in financial operations, annual budget preparations, interdepartmental coordination, process and efficiency improvements, communication and interpersonal skills. Core competences include:

- Leadership and management skills
- Financial and treasury operations
- Annual audit and financial reporting
- Fiscal policies, rules and regulations
- Operating and CIP budget preparations and budget balancing strategies
- 5-year Forecast
- GAAP and GASB
- Rate study and implementations
- Debt administration
- Special projects
- Agenda reports
- Risk management and insurance programs

Skills: Analytical, resourceful, problem solving, customer service oriented, computer literate (Office 365, Springbrook, Tyler Munis, JDE One World and PeopleSoft), goal and task driven, planning, coordinating and excellent verbal and written communication skills.

Application Form

Profile

Nazanin

First Name

Shakerin

Last Name

Middle Initial

[Redacted]

Home Address

Suite or Apt

Alamo

City

CA

State

94507

Postal Code

[Redacted]

Primary Phone

[Redacted]

Email Address

Which supervisorial district do you live in?

District 2

Education

Select the option that applies to your high school education *

High School Diploma

College/ University A

Name of College Attended

UC Berkeley

Degree Type / Course of Study / Major

Masters/Transportation Engineering

Degree Awarded?

Yes No

College/ University B

Name of College Attended

UC Berkeley

Degree Type / Course of Study / Major

Bachelors/Architecture

Degree Awarded?

Yes No

College/ University C

Name of College Attended

Degree Type / Course of Study / Major

Degree Awarded?

Yes No

Other schools / training completed:

Course Studied

Many extension courses offered by ITS at UC Berkeley

Hours Completed

Over 100 hours

Certificate Awarded?

Yes No

Board and Interest

Which Boards would you like to apply for?

Contra Costa County Transportation Authority Citizens Advisory Committee (BOS Appointee): Submitted
Iron Horse Corridor Management Program Advisory Committee: Submitted
Contra Costa Transportation Authority - Bicycle and Pedestrian Adv. Committee (BOS Appointees):
Submitted
Regional Measure 3 Independent Oversight Committee: Submitted

Seat Name

Have you ever attended a meeting of the advisory board for which you are applying?

Yes No

If you have attended, how many meetings have you attended?

Please explain why you would like to serve on this particular board, committee, or commission.

My education and work experience is in the Transportation Engineering field and I believe I can contribute my expertise to the County commissions and committees which deal with various modes of transportation from planning, operation, construction, and oversight aspects.

Qualifications and Volunteer Experience

I would like to be considered for appointment to other advisory boards for which I may be qualified.

Yes No

Are you currently or have you ever been appointed to a Contra Costa County advisory board, commission, or committee?

Yes No

List any volunteer or community experience, including any advisory boards on which you have served.

Have attended numerous conferences, seminars, city council, town hall and neighborhood meetings during the course of my career in Transportation.

Describe your qualifications for this appointment. (NOTE: you may also include a copy of your resume with this application)

I have a Masters degree in Transportation Engineering and have worked for both public and private sectors in this field for 31 years. I am now retired and would like to be involved in the oversight and implementation of Transportation related measures by providing my expertise for the betterment of my community.

[Nazanin_Shakerin- Resume.pdf](#)

Upload a Resume

Conflict of Interest and Certification

Do you have a Familial or Financial Relationship with a member of the Board of Supervisors?

Yes No

If Yes, please identify the nature of the relationship:

Do you have any financial relationships with the County such as grants, contracts, or other economic relations?

Yes No

If Yes, please identify the nature of the relationship:

Please Agree with the Following Statement

I certify that the statements made by me in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith. I acknowledge and understand that all information in this application is publicly accessible. I understand that misstatements and/or omissions of material fact may cause forfeiture of my rights to serve on a board, committee, or commission in Contra Costa County.

I Agree

Nazanin Shakerin

Objective: With 31 years of professional experience in the Transportation Engineering field, I would like to contribute my time and expertise to any County Commission which does work and/or oversight in transportation planning and operations.

Work Experience:

Town of Danville	1996-2015
Ensys Engineering	1994-1996
Korve Engineering	1992-1994
TJKM Transportation Consultants	1988-1992
DKS & Associates	1984-1988

- Monitored townwide traffic signal operations
- Implemented and managed Neighborhood Traffic Management Program (NTMP)
- Reviewed and approved traffic impact studies
- Designed and timed traffic signals
- Managed transportation related Capital Improvement Projects (CIP)
- Prepared work scope for traffic impact studies
- Reviewed site plans and circulation plans
- Reviewed and approved roadway signing and striping plans
- Reviewed and approved traffic control plans
- Coordinated project design and construction with other public agencies; Caltrans, MTC
- Responded to citizen inquiries

Education:

University of California, Berkeley	
- Bachelors of Arts in Architecture	May 1981
- Masters of Science in Transportation Engineering	May 1984
- Affiliations: Institute of Transportation Engineers	

Skills:

- Traffic signal design
- Traffic impact studies
- Report preparation
- Presentation to elected officials
- Conduct neighborhood meetings
- Perform field work and site assessment for projects



Contra
Costa
County

To: Board of Supervisors
From: Russell Watts, Treasurer-Tax Collector
Date: November 12, 2019

Subject: DELEGATION OF INVESTMENT AUTHORITY TO THE COUNTY TREASURER FOR CALENDAR YEAR 2020

RECOMMENDATION(S):

APPROVE the delegation of authority to the County Treasurer for investing and reinvesting County funds and the funds of other depositors in the County treasury, or to sell or exchange securities so purchased, pursuant to section 53607 of the State Government Code.

FISCAL IMPACT:

The County Treasurer manages and invests the funds of all County agencies, 21 Special Districts, 19 School Districts and one Community College District. Centralizing this function creates a dedicated staff of investment professionals and creates greater efficiency, economies of scale and greater investment power.

BACKGROUND:

State law provides that the Board of Supervisors may delegate to the County Treasurer the authority "to invest or to reinvest funds of a local agency, or to sell or exchange securities so purchased" for a one year period. It is recommended that this delegation be renewed through the calendar year 2020.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: 11/12/2019 APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: November 12, 2019

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

By: June McHuen, Deputy

Contact: Ronda Boler, (925)
957-2806

cc:

CONSEQUENCE OF NEGATIVE ACTION:

If the Delegation of Authority is not approved, each of the County Agencies, 21 Special Districts, 19 School Districts and one Community College District would have to manage their own funds. This would be less cost effective for all entities.



Contra
Costa
County

To: Board of Supervisors
From: Kathy Gallagher, Employment & Human Services Director
Date: November 12, 2019

Subject: October 2019 Operations Update of the Employment and Human Services Department, Community Services Bureau

RECOMMENDATION(S):

ACCEPT the October 2019 Operations Update of the Employment and Human Services Department, Community Services Bureau, as recommended by the Employment and Human Services Director.

FISCAL IMPACT:

There is no fiscal impact.

BACKGROUND:

The Employment and Human Services Department submits a monthly report to the Contra Costa County Board of Supervisors (BOS) to ensure communication and updates to the County Administrator and BOS regarding any and all issues pertaining to the Head Start Program and Community Services Bureau.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: 11/12/2019 APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: November 12, 2019

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

By: June McHuen, Deputy

Contact: Elaine Burres
608-4960

cc:

ATTACHMENTS

CSB Oct 2019 CAO Report

CSB Oct 2019 HS Financial

CSB Oct 2019 EHS Financial

CSB Oct 2019 EHS CC Partnership Financial

CSB Oct 2019 Credit Card.August 2019

CSB Oct 2019 Credit Card.Sept 2019

CSB Oct 2019 LIHEAP

CSB Oct 2019 CACFP Child Nutrition

CSB Oct 2019 Menu

CSB Oct 2019 Program Performance
Summary

CSB Oct 2019 GAO Response to the Board



To: David Twa, Contra Costa County Administrator
From: Kathy Gallagher, EHSD Director
Subject: Community Services Monthly Report
Date: October 2019

News /Accomplishments


- On October 15, CSB held a graduation ceremony for Family Development Credential (FDC) program participants. A total of 15 graduated, 10 from CSB and five from our Partners YMCA and First Baptist Head Start. The FDC Program is designed for staff who work directly with families to meet training requirements and facilitates “transformative learning” where the participants’ partnership skills are further developed and strengthened to create stronger and more meaningful relationships with the families they serve every day. Congratulations class of 2019, we are so very proud of them!
- CSB’s Alternative Payment Program (CAPP) is receiving an augmentation of \$179,692 from California Department of Education for Fiscal Year 2019-20. This budget is for serving additional families with the highest priority on our waitlist to receive childcare services.
- The State Office of Child Abuse Prevention (OCAP) is working with local counties to develop systems of collaboration between different agencies. Michelle Mankewich, Mental Health, Disabilities and Homelessness Manager is part of the group and representing CSB. Their mission statement reads to *create a seamless cross-sector network that shares collective responsibility of increasing protective factors and improving social determinants of health for our families and community*. More meaningful work and collaboration to come.
- English as a Second Language (ESL) fall 2019 Classes in collaboration with Martinez Unified School District Adult Education are currently being offered to all families at our George Miller Center in Concord. Sixteen families have registered and additional interested families are encouraged to register.
- Make Parenting A Pleasure Parenting (MPAP) Curriculum 2019-20, will began on October 18, 2019 for all interested east county families. MPAP full curriculum will also be offered to families in West County beginning in early December.

I. Status Updates:

a. Caseloads, workload (all programs)

- o Head Start enrollment: 85.6
- o Early Head Start enrollment: 98.07%
- o Early Head Start Child Care Partnership enrollment: 100%
- o Early Head Start Child Care Partnership # 2 enrollment: 103.2%
- o Head Start Average Daily Attendance: 88.01 %
- o Early Head Start Average Daily Attendance: 86.01%
- o Early Head Start Child Care Partnership Attendance: 91.7%


1470 Civic Court,
Suite 200
Concord, CA
94520


P: 925 681 6300
F: 925 313 8301


www.cccounty.us/ehsd



- o Stage 2: 481 families and 752 children
- o CAPP: 112 families and 209 children
 - In total: 593 families and 961 children
 - Incoming transfers from Stage 1: 11 families and 18 children
- o LIHEAP: 233 households have been assisted
- o Weatherization: 12 households have been assisted

b. Staffing:

- o During the month of October, CSB hired an Accountant Technician, Assistant Director, Intermediate Clerk, three Intern IIs, three permanent Associate Teachers, two Associate Teachers substitutes, and four Teacher Assistant Trainees (TAT) in an effort to maintain a viable pull of substitutes needed for the classrooms.
- o CSB is looking to fill vacancies for an Accountant II, Site Supervisor II, Site Supervisor III and three intermediate Clerks to meet the bureau's needs. Additionally, CSB is seeking to create a new Administrative Services Assistant (ASA III) position.

II. Emerging Issues and Hot Topics:

- On August 2, 2019, teaching staff at the YMCA 8th Street Child Development Center, one of CSB's childcare partners, released a child to an adult who was not authorized to receive the child released to her. The adult was authorized to pick up other children from the center, but not the one she actually took. Center staff immediately realized the situation and called the adult to return the preschool child, which she did within 5-8 minutes. The incident was reported to Community Care Licensing and the Head Start Regional Office and CSB has worked with the YMCA to develop a corrective action plan to ensure this does not happen again. On October 21, CSB received a notice of non-compliance as a result of the incident in which the program is given 120 days to provide a corrective action plan to correct the issue. **See attached letter "12_Program Performance Summary Report"**.

cc: Policy Council Chair
 Administration for Children and Families
 Program Specialist, Chris Pflaumer

CONTRA COSTA COUNTY - COMMUNITY SERVICES BUREAU

HEAD START PROGRAM

BUDGET PERIOD JANUARY - DECEMBER 2019

AS OF SEPTEMBER 2019

DESCRIPTION	SEPTEMBER YTD Actual	Total Budget	Remaining Budget	75% %YTD
a. PERSONNEL	\$ 3,206,938	\$ 4,450,813	\$ 1,243,875	72%
b. FRINGE BENEFITS	2,062,072	2,769,062	706,990	74%
d. EQUIPMENT	-	24,000	24,000	0%
e. SUPPLIES	166,645	235,500	68,855	71%
f. CONTRACTUAL	1,626,449	2,843,120	1,216,671	57%
g. CONSTRUCTION	-	-	-	0%
h. OTHER	2,029,587	5,688,329	3,658,742	36%
I. TOTAL DIRECT CHARGES	\$ 9,091,691	\$ 16,010,824	\$ 6,919,133	57%
j. INDIRECT COSTS	713,261	903,555	190,294	79%
k. TOTAL-ALL BUDGET CATEGORIES	\$ 9,804,952	\$ 16,914,379	\$ 7,109,428	58%
<i>In-Kind (Non-Federal Share)</i>	<i>\$ 2,913,175</i>	<i>\$ 4,228,595</i>	<i>\$ 1,315,420</i>	<i>69%</i>

CONTRA COSTA COUNTY - COMMUNITY SERVICES BUREAU

HEAD START PROGRAM

BUDGET PERIOD JANUARY - DECEMBER 2019

AS OF SEPTEMBER 2019

1	2	3	4	5	6
	Actual Sep-19	Total YTD Actual	Total Budget	Remaining Budget	75% % YTD
a. Salaries & Wages (Object Class 6a)					
Permanent 1011	332,334	2,955,964	4,010,723	1,054,759	74%
Temporary 1013	17,854	250,973	440,090	189,117	57%
a. PERSONNEL (Object class 6a)	350,188	3,206,938	4,450,813	1,243,875	72%
b. FRINGE (Object Class 6b)	226,430	2,062,072	2,769,062	706,990	74%
d. EQUIPMENT (Object Class 6d)	-	-	24,000	24,000	-
e. SUPPLIES (Object Class 6e)					
1. Office Supplies	2,241	48,995	85,000	36,005	58%
2. Child and Family Services Supplies (Includes classroom Suppli	(941)	57,115	60,000	2,885	95%
4. Other Supplies					
Health and Safety Supplies	-	-	1,000	1,000	0%
Computer Supplies, Software Upgrades, Computer Replacem	-	44,104	60,000	15,896	74%
Health/Safety Supplies	1,864	3,807	7,000	3,193	54%
Mental helath/Diasabilities Supplies	-	-	1,000	1,000	
Miscellaneous Supplies	2,853	11,498	12,000	502	96%
Emergency Supplies	198	198	1,000	802	20%
Employee Morale	-	928	2,500	1,572	37%
Household Supplies	-	-	6,000	6,000	0%
TOTAL SUPPLIES (6e)	6,215	166,645	235,500	68,855	71%
f. CONTRACTUAL (Object Class 6f)					
1. Adm Svcs (e.g., Legal, Accounting, Temporary Contracts)	12,824	102,187	95,000	(7,187)	108%
Estimated Medical Revenue from Medi-Cal (Org 1432 - credit)	-	(61,135)	(630,000)	(568,865)	10%
Health Consultant	5,760	31,300	55,000	23,700	57%
5. Training & Technical Assistance - PA11					
Interaction	-	-	5,000	5,000	0%
Diane Godard (\$50,000/2)	1,075	9,125	9,000	(125)	101%
Josephine Lee (\$35,000/2)	-	1,612	5,000	3,388	32%
Susan Cooke (\$60,000/2)	6,000	6,000	10,000	4,000	60%
7. Delegate Agency Costs					
First Baptist Church Head Start PA22	-	1,025,310	2,194,788	1,169,478	47%
First Baptist Church Head Start PA20	-	-	8,000	8,000	0%
8. Other Contracts					
FB-Fairgrounds Partnership (Wrap)	-	35,976	74,212	38,236	48%
FB-Fairgrounds Partnership	-	79,875	163,600	83,725	49%
FB-E. Leland/Mercy Housing Partnership	-	10,800	20,000	9,200	54%
Martinez ECC (18 HS slots x \$225/mo x 12/mo)	-	54,000	108,000	54,000	50%
Tiny Toes	5,000	5,000	72,720	67,721	7%
YMCA of the East Bay (20 HS slots x \$225/mo x 12/mo)	-	326,400	652,800	326,400	50%
f. CONTRACTUAL (Object Class 6f)	30,659	1,626,449	2,843,120	1,216,671	57%
h. OTHER (Object Class 6h)					
2. Bldg Occupancy Costs/Rents & Leases	60,168	349,293	396,000	46,707	88%
(Rents & Leases/Other Income)	-	-	-	-	
4. Utilities, Telephone	8,406	81,111	164,000	82,889	49%
5. Building and Child Liability Insurance	1,733	1,733	3,000	1,267	58%
6. Bldg. Maintenance/Repair and Other Occupancy	42,482	342,481	67,000	(275,481)	511%
8. Local Travel (55.5 cents per mile effective 1/1/2012)	2,722	27,554	62,000	34,446	44%
9. Nutrition Services					
Child Nutrition Costs	1,313	203,827	322,000	118,173	63%
(CCFP & USDA Reimbursements)	-	(140,654)	(85,000)	55,654	165%
13. Parent Services					
Parent Conference Registration - PA11	2,075	2,075	10,000	7,925	21%
Parent Resources (Parenting Books, Videos, etc.) - PA11	-	831	1,000	169	83%
PC Orientation, Trainings, Materials & Translation - PA11	-	739	7,600	6,861	10%
Policy Council Activities	757	2,043	2,000	(43)	102%
Male Involvement Activities	-	-	500	500	0%
Parent Activities (Sites, PC, BOS luncheon) & Appreciation	-	984	7,000	6,016	14%
Child Care/Mileage Reimbursement	-	3,900	7,500	3,600	52%
14. Accounting & Legal Services					
Auditor Controllers	-	3,062	5,000	1,938	61%
Data Processing/Other Services & Supplies	-	7,720	16,500	8,780	47%
15. Publications/Advertising/Printing					
Outreach/Printing	-	-	100	100	0%
Recruitment Advertising (Newspaper, Brochures)	-	-	1,400	1,400	0%
16. Training or Staff Development					
Agency Memberships (WIPFLI, Meeting Fees, NHSA, NAEY)	199	41,808	41,959	151	100%
Staff Trainings/Dev. Conf. Registrations/Memberships - PA11	7,167	87,114	99,785	12,671	87%
17. Other					
Site Security Guards	-	17,594	47,000	29,406	37%
Dental/Medical Services	-	-	2,000	2,000	0%
Vehicle Operating/Maintenance & Repair	10,956	89,348	170,000	80,652	53%
Equipment Maintenance Repair & Rental	5,565	138,310	255,000	116,690	54%
Dept. of Health and Human Services-data Base (CORD)	1,667	6,675	9,500	2,825	70%
Field Trips	-	-	30,000	30,000	0%
Other Operating Expenses (Facs Admin/Other admin)	11,757	73,230	168,205	94,975	44%
Other Departmental Expenses	32,456	688,808	3,877,280	3,188,472	18%
h. OTHER (6h)	189,422	2,029,587	5,688,329	3,658,742	36%
i. TOTAL DIRECT CHARGES (6a-6h)	802,913	9,091,691	16,010,824	6,919,133	57%
j. INDIRECT COSTS	-	713,261	903,555	190,294	79%
k. TOTALS (ALL BUDGET CATEGORIES)	802,913	9,804,952	16,914,379	7,109,428	58%
Non-Federal Share (In-kind)	200,728	2,913,175	4,228,595	1,315,420	69%

CONTRA COSTA COUNTY - COMMUNITY SERVICES BUREAU
EARLY HEAD START PROGRAM
BUDGET PERIOD JANUARY - DECEMBER 2019
AS OF SEPTEMBER 2019

DESCRIPTION	September YTD Actual	Total Budget	Remaining Budget	75% % YTD
a. PERSONNEL	\$ 180,978	\$ 294,506	\$ 113,528	61%
b. FRINGE BENEFITS	112,881	146,451	33,570	77%
d. EQUIPMENT	-	-	-	0%
e. SUPPLIES	11,649	17,300	5,651	67%
f. CONTRACTUAL	540,796	1,284,300	743,504	42%
g. CONSTRUCTION	-	-	-	0%
h. OTHER	491,640	1,897,915	1,406,275	26%
I. TOTAL DIRECT CHARGES	\$ 1,337,944	\$ 3,640,472	\$ 2,302,528	37%
j. INDIRECT COSTS	48,988	50,672	1,684	97%
k. TOTAL-ALL BUDGET CATEGORIES	\$ 1,386,932	\$ 3,691,144	\$ 2,304,212	38%
<i>In-Kind (Non-Federal Share)</i>	<i>\$ 340,213</i>	<i>\$ 922,786</i>	<i>\$ 582,573</i>	<i>37%</i>

CONTRA COSTA COUNTY - COMMUNITY SERVICES BUREAU

EARLY HEAD START PROGRAM

BUDGET PERIOD JANUARY - DECEMBER 2019

AS OF SEPTEMBER 2019

1	3	4	5	6	
	Actual Sep-19	Total YTD Actual	Total Budget	Remaining Budget	75% % YTD
Expenditures					
a. Salaries & Wages (Object Class 6a)					
Permanent 1011	30,871	166,004	233,399	67,395	71%
Temporary 1013	3	14,974	61,107	46,133	25%
a. PERSONNEL (Object class 6a)	30,874	180,978	294,506	113,528	61%
b. FRINGE (Object Class 6b)	16,028	112,881	146,451	33,570	77%
d. EQUIPMENT (Object Class 6d)	-	-	-	-	
e. SUPPLIES (Object Class 6e)					
1. Office Supplies	67	1,323	2,500	1,177	53%
2. Child and Family Serv. Supplies/classroom St	212	8,878	7,000	(1,878)	127%
4. Other Supplies	-	(212)	-	212	
Computer Supplies, Software Upgrades, Con	-	-	3,500	3,500	0%
Health/Safety Supplies	-	-	700	700	0%
Miscellaneous Supplies	40	1,580	2,100	520	75%
Employee Morale	-	-	1,000	1,000	0%
Household Supplies	-	80	500	420	16%
e. SUPPLIES (Object Class 6e)	319	11,649	17,300	5,651	67%
f. CONTRACTUAL (Object Class 6f)					
2. Health/Disabilities Services	-	-	-	-	
Health Consultant	1,920	2,500	7,800	5,300	32%
Other Health/Dental Services Costs	-	-	-	-	
5. Training & Technical Assistance - PA11	-	-	-	-	
Interaction	-	-	5,500	5,500	0%
Diane Godard	-	-	7,500	7,500	0%
Josephine Lee (\$35,000/2)	-	2,886	5,000	2,114	58%
Susan Cooke (\$60,000/2)	1,500	1,500	6,500	5,000	23%
8. Other Contracts	-	-	-	-	
FB-Fairgrounds Partnership	-	71,000	107,000	36,000	66%
FB-E. Leland/Mercy Housing Partnership	-	55,000	145,000	90,000	38%
Apiranet	-	413,000	708,000	295,000	58%
Apiranet HVI	-	(159,882)	-	159,882	
Crossroads	-	82,000	152,000	70,000	54%
Martinez ECC	-	72,792	140,000	67,208	52%
f. CONTRACTUAL (Object Class 6f)	3,420	540,796	1,284,300	743,504	42%
h. OTHER (Object Class 6h)					
2. Bldg Occupancy Costs/Rents & Leases (Rents & Leases/Other Income)	-	529	1,800	1,271	29%
4. Utilities, Telephone	-	1,290	2,700	1,410	48%
5. Building and Child Liability Insurance	-	-	-	-	
6. Bldg. Maintenance/Repair and Other Occupa	-	437	2,300	1,863	19%
8. Local Travel (55.5 cents per mile)	39	2,296	4,100	1,804	56%
9. Nutrition Services	-	-	-	-	
Child Nutrition Costs	-	-	300	300	0%
13. Parent Services	-	-	-	-	
Parent Conference Registration - PA11	-	-	4,000	4,000	0%
PC Orientation, Trainings, Materials & Trans	-	1,161	4,000	2,839	29%
Policy Council Activities	-	-	100	100	0%
Parent Activities (Sites, PC, BOS luncheon)	-	1,198	1,900	702	63%
Child Care/Mileage Reimbursement	-	690	100	(590)	690%
14. Accounting & Legal Services	-	-	-	-	
Auditor Controllers	-	-	500	500	0%
Data Processing/Other Services & Supplies	-	2,043	3,000	957	68%
15. Publications/Advertising/Printing	-	-	-	-	
Recruitment Advertising (Newspaper, Brochu	-	-	100	100	
16. Training or Staff Development	-	-	-	-	
Agency Memberships (WIPFLI, Meeting Fee	-	26	2,200	2,174	1%
Staff Trainings/Dev. Conf. Registrations/Mei	-	9,174	48,244	39,070	19%
17. Other	-	-	-	-	
Site Security Guards	-	1,453	2,000	547	
Vehicle Operating/Maintenance & Repair	439	10,317	9,000	(1,317)	115%
Equipment Maintenance Repair & Rental	-	1,872	5,000	3,128	37%
Dept. of Health and Human Services-data Ba	-	-	1,000	1,000	
Other Operating Expenses (Facs Admin/Othc	14,182	15,174	5,000	(10,174)	303%
Other Departmental Expenses	-	443,980	1,800,571	1,356,591	
h. OTHER (6h)	14,660	491,640	1,897,915	1,406,275	26%
i. TOTAL DIRECT CHARGES (6a-6h)	65,301	1,337,944	3,640,472	2,302,528	37%
j. INDIRECT COSTS	-	48,988	50,672	1,684	97%
k. TOTALS - ALL BUDGET CATEGORIES	65,301	1,386,932	3,691,144	2,304,212	38%
Non-Federal Match (In-Kind)	16,325	340,213	922,786	582,573	37%

EARLY HEAD START PROGRAM - Org no. 1460

JANUARY - DECEMBER 2019

As of SEPTEMBER 2019 - PERIOD 3

75%

101%

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
Description	2019 Budget	Remaining Budget	Total Actual YTD	% YTD	Period 3 Actual Sep-19	Total Projection close-Out	Total Projected YTD	Projected Balance Year End	% To Date
Expenditures									
a. Salaries & Wages (Object Class 6a)									
Permanent 1011	233,399	67,394.85	166,004.15	71.1%	30,871.32	60,500.00	226,504.15	6,894.85	97%
Temporary 1013	61,107	46,133.11	14,973.89	24.5%	2.99	10,000.00	24,973.89	36,133.11	41%
TOTAL PERSONNEL (6a)	294,506	113,527.96	180,978.04	61.5%	30,874.31	70,500.00	251,478.04	43,027.96	85%
b. FRINGE BENEFITS (Object Class 6b)			-						
Fringe Benefits	146,451	33,569.62	112,881.38	77.1%	16,028.04	45,300.00	158,181.38	(11,730.38)	108%
TOTAL FRINGE (6b)	146,451	33,569.62	112,881.38	77.1%	16,028.04	45,300.00	158,181.38	(11,730.38)	108%
e. SUPPLIES (Object Class 6e)									
1. Office Supplies	2,500	1,176.87	1,323.13	52.9%	67.25	1,257.00	2,580.13	(80.13)	103%
2. Child and Family Services Supplies (Incl.classroom Supplies)	7,000	(1,878.26)	8,878.26	126.8%	211.84	-	8,878.26	(1,878.26)	127%
4. Other Supplies	-	211.84	(211.84)	#DIV/0!		-	(211.84)	211.84	
Computer Supplies, Software Upgrades, Computer Replacen	3,500	3,500.00	-	0.0%		3,500.00	3,500.00	-	100%
Health/Safety Supplies	700	700.00	-	0.0%		700.00	700.00	-	100%
Mental Health/Diasabilities Supplies	-	-	-	#DIV/0!		-	-	-	
Miscellaneous Supplies	2,100	520.33	1,579.67	75.2%	40.00	560.33	2,140.00	(40.00)	102%
Emergency Supplies	-	-	-	#DIV/0!		-	-	-	
Employee Health and Welfare	1,000	1,000.00	-	0.0%		1,000.00	1,000.00	-	100%
Household Supplies	500	420.48	79.52	15.9%		488.12	567.64	(67.64)	114%
TOTAL SUPPLIES (6e)	17,300	5,651.26	11,648.74	67.3%	319.09	7,505.45	19,154.19	(1,854.19)	111%
f. CONTRACTUAL (Object Class 6f)									
2. Health/Disabilities Services									
Health Consultant (J. Ventling)	7,800	5,300.00	2,500.00	32.1%	1,920.00	3,840.00	6,340.00	1,460.00	81%
5. Training & Technical Assistance - PA11									
Interaction	5,500	5,500.00	-	0.0%		5,500.00	5,500.00	-	100%
Diane Godard	7,500	7,500.00	-	0.0%		7,500.00	7,500.00	-	100%
Josephine Lee (\$35,000/2)	5,000	2,114.00	2,886.00	57.7%		2,114.00	5,000.00	-	100%
Nalo Ayannakai	6,500	5,000.00	1,500.00		1,500.00	5,000.00	6,500.00	-	100%
8. Other Contracts									
FB-Fairgrounds (12 slots x12 months x \$500=\$72,000)	107,000	36,000.00	71,000.00	66.4%		36,000.00	107,000.00	-	100%
FB-East Leland (30 slots x 12 months x \$500=\$180,000)	145,000	90,000.00	55,000.00	37.9%		90,000.00	145,000.00	-	100%
Aspiranet (118 slots x12 months x \$500=\$708,000)	708,000	295,000.00	413,000.00	58.3%		295,000.00	708,000.00	-	100%
Aspiranet Home Visiting Program	-	159,882.03	(159,882.03)	#DIV/0!		159,882.03	-	-	#DIV/0!
Crossroads (28 slots x 11 months x \$500=\$154,000)	152,000	70,000.00	82,000.00	53.9%		70,000.00	152,000.00	-	100%
Martinez ECC (23 slots x 12 months x \$500=\$138,000)	140,000	67,208.24	72,791.76	52.0%		67,208.24	140,000.00	-	100%
TOTAL CONTRACTUAL (6f)	1,284,300	743,504.27	540,795.73	42.1%	3,420.00	742,044.27	1,282,840.00	1,460.00	100%

EARLY HEAD START PROGRAM - Org no. 1460

JANUARY - DECEMBER 2019

As of SEPTEMBER 2019 - PERIOD 3

75%

101%

Description	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
	2019 Budget	Remaining Budget	Total Actual YTD	% YTD	Period 3 Actual Sep-19	Total Projection close-Out	Total Projected YTD	Projected Balance Year End	% To Date
h. OTHER (Object Class 6h)									
1. Depreciation/Use Allowance	-	-	-			-	-	-	
2. Bldg Occupancy Costs/Rents & Leases (Rents & Leases/Other Income)	1,800	1,271.08	528.92	29.4%		1,660.18	2,189.10	(389.10)	122%
4. Utilities, Telephone	2,700	1,410.01	1,289.99	47.8%		2,306.60	3,596.59	(896.59)	133%
6. Bldg. Maintenance/Repair and Other Occupancy	2,300	1,862.99	437.01	19.0%		1,957.65	2,394.66	(94.66)	104%
8. Local Travel (55.5 cents per mile effective 1/1/2012)	4,100	1,803.85	2,296.15	56.0%	38.86	3,475.70	5,771.85	(1,671.85)	141%
9. Nutrition Services									
Child Nutrition Costs	300	300.00	-	0.0%		300.00	300.00	-	100%
13. Parent Services									
Parent Conference Registration - PA11	4,000	4,000.00	-	0.0%		4,000.00	4,000.00	-	100%
PC Orientation, Trainings, Materials & Translation - PA11	4,000	2,838.91	1,161.09	29.0%		2,838.91	4,000.00	-	100%
Policy Council Meetings (including food)	100	100.00	-	0.0%		100.00	100.00	-	100%
Parent Activities (Sites, PC, BOS luncheon) & Appreciation	1,900	701.57	1,198.43	63.1%		726.84	1,925.27	(25.27)	101%
Child Care/Mileage Reimbursement	100	(590.09)	690.09	690.1%		100.00	790.09	(690.09)	790%
14. Accounting & Legal Services									
Auditor Controllers	500	500.00	-	0.0%		500.00	500.00	-	100%
Data Processing/Other Services & Supplies	3,000	956.95	2,043.05	68.1%		1,400.00	3,443.05	(443.05)	115%
15. Publications/Advertising/Printing									
Recruitment Advertising (Newspaper, Brochures)	100	100.00	-	0.0%		100.00	100.00	-	100%
16. Training or Staff Development									
Agency Memberships (WIPFLI, Meeting Fees, NHSA, NAE)	2,200	2,174.26	25.74	1.2%		2,174.26	2,200.00	-	100%
Staff Trainings/Dev. Conf. Registrations/Memberships - PA	48,244	39,070.04	9,173.96	19.0%		39,103.18	48,277.14	(33.14)	100%
17. Other									
Site Security Guards	2,000	547.48	1,452.52	72.6%		547.48	2,000.00	-	100%
Field Trips	-	-	-			-	-	-	
Vehicle Operating/Maintenance & Repair	9,000	(1,317.40)	10,317.40	114.6%	439.41	2,780.00	13,097.40	(4,097.40)	146%
Equipment Maintenance Repair & Rental	5,000	3,127.99	1,872.01	37.4%		2,678.09	4,550.10	449.90	91%
Dept. of Health and Human Services-data Base (CORD)	1,000	1,000.00	-	0.0%		1,000.00	1,000.00	-	
Other Operating Expenses (CSD Admin/Facs Mgt. Alloc-140)	5,000	(10,173.99)	15,173.99	303.5%	14,181.68	760.00	15,933.99	(10,933.99)	319%
Comprehensive Services with State Child	1,800,571	1,356,590.88	443,980.12	24.7%		1,356,590.88	1,800,571.00	-	100%
TOTAL OTHER (6h)	1,897,915	1,406,274.53	491,640.47	25.9%	14,659.95	1,425,099.77	1,916,740.24	(18,825.24)	101%
I. TOTAL DIRECT CHARGES (6a-6h)	3,640,472	2,302,527.64	1,337,944.36	36.8%	65,301.39	2,290,449.49	3,628,393.85	12,078.15	100%
j. INDIRECT COSTS	50,672	1,683.90	48,988.10	96.7%		40,600.00	89,588.10	(38,916.10)	177%
k. TOTALS - ALL BUDGET CATEGORIES	3,691,144	2,304,211.54	1,386,932.46	37.6%	65,301.39	2,331,049.49	3,717,981.95	(26,837.95)	101%

	<u>Actual</u>	<u>YTD</u>		
T/TA Expenses	17,246.79	81,817.14	Personnel Proj Surplus (Deficit)	31,297.58
T/TA Funding	82,944.00	82,944.00	Other Proj. Surplus (deficit)	(58,135.53)
Surplus (Deficit)	65,697.21	1,126.86	Net Proj. Surplus (deficit)	(26,837.95)

Non-Federal Match (In-Kind)	922,786	582,573.01	340,212.99	36.9%	16,325.35	340,212.99	582,573.01	37%
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CONTRA COSTA COUNTY-COMMUNITY SERVICES BUREAU

EARLY HEAD START- CC PARTNERSHIP #1

BUDGET PERIOD JULY 2019 - JUNE 2020

AS OF SEPTEMBER 2019

DESCRIPTION	SEPTEMBER YTD Actual	Total Budget	Remaining Budget	8% % YTD
a. PERSONNEL	\$ 63,464	\$ 305,109	\$ 241,645	21%
b. FRINGE BENEFITS	40,232	212,143	171,911	19%
c. TRAVEL	-	7,000	7,000	0%
d. EQUIPMENT	-	-	-	0%
e. SUPPLIES	601	24,100	23,499	2%
f. CONTRACTUAL	-	460,020	460,020	0%
g. CONSTRUCTION	-	-	-	0%
h. OTHER	7,896	65,984	58,088	12%
I. TOTAL DIRECT CHARGES	\$ 112,193	\$ 1,074,356	\$ 962,163	10%
j. INDIRECT COSTS	-	64,073	64,073	0%
k. TOTAL-ALL BUDGET CATEGORIES	\$ 112,193	\$ 1,138,429	\$ 1,026,236	10%
<i>In-Kind (Non-Federal Share)</i>	\$ 23,817	\$ 289,444	\$ 265,627	8%

CONTRA COSTA COUNTY-COMMUNITY SERVICES BUREAU

EARLY HEAD START- CC PARTNERSHIP #1

BUDGET PERIOD JULY 2019 - JUNE 2020

AS OF SEPTEMBER 2019

	1	2	3	4	5	6
	Actual Sep-19	Total YTD Actual	Total Budget	Remaining Budget	8% YTD	
Expenditures						
a. Salaries & Wages (Object Class 6a)						
Permanent 1011	19,265	63,464	291,762	228,298	22%	
Temporary 1013	-	-	13,347	13,347		
TOTAL PERSONNEL (6a)	19,265	63,464	305,109	241,645	21%	
b. FRINGE BENEFITS (Object Class 6b)						
Fringe Benefits	11,457	40,232	212,143	171,911	19%	
TOTAL FRINGE (6b)	11,457	40,232	212,143	171,911	19%	
c. Travel (Object Class 6c)						
1. Out-of-Town Travel						
	-	-	7,000	7,000	0%	
TOTAL TRAVEL (6c)	-	-	7,000	7,000	0%	
e. SUPPLIES (Object Class 6e)						
1. Office Supplies	80	80	2,100	2,020	4%	
2. Child and Family Services Supplies (Incl.classroom Sup	521	521	15,000	14,479	3%	
3. Other Supplies						
Computer Supplies, Software Upgrades, Computer Re	-	-	3,700	3,700	0%	
Miscellaneous Supplies	-	-	200	200	0%	
Household Supplies	-	-	3,100	3,100	0%	
TOTAL SUPPLIES (6e)	601	601	24,100	23,499	2%	
f. CONTRACTUAL (Object Class 6f)						
1. Adm Svcs (e.g., Legal, Accounting, Temporary Contrac	-	-	1,700	1,700	0%	
2. Other Contracts						
COCOKids (52 slots x \$500 x 12 months)	-	-	315,120	315,120	0%	
Loss of Subsidy	-	-	10,000	10,000	0%	
Children and Family Supplies (Diapers, wipes, etc)	-	-	12,000	12,000	0%	
First Baptist (20 slots x \$500 x 12 months)	-	-	121,200	121,200	0%	
TOTAL CONTRACTUAL (6f)	-	-	460,020	460,020	0%	
h. OTHER (Object Class 6h)						
1. Bldg Occupancy Costs/Rents & Leases	1,770	4,994	15,500	10,506	32%	
2. Utilities, Telephone	31	768	15,000	14,232	5%	
3. Bldg. Maintenance/Repair and Other Occupancy	-	-	1,400	1,400	0%	
4. Local Travel (58 cents per mile effective 1/1/2019)	-	-	1,200	1,200	0%	
5. Parent Services						
Parent Activities (Sites, PC, BOS luncheon, including f	-	-	500	500	0%	
6. Accounting & Legal Services						
Auditor Controllers	-	-	200	200	0%	
Data Processing/Other Services & Supplies	-	-	1,500	1,500	0%	
7. Training or Staff Development						
Staff Trainings/Dev. Conf. Registrations/Memberships	-	-	18,907	18,907	0%	
8. Other						
Equipment Maintenance Repair & Rental	-	-	800	800	0%	
Other Operating Expenses (CSD Admin/Facs Mgt. Allc	2,134	2,134	10,977	8,843	19%	
TOTAL OTHER (6h)	3,935	7,896	65,984	58,088	12%	
I. TOTAL DIRECT CHARGES (6a-6h)	35,258	112,193	1,074,356	962,163	10%	
j. INDIRECT COSTS	-	-	64,073	64,073	0%	
k. TOTALS - ALL BUDGET CATEGORIES	35,258	112,193	1,138,429	1,026,236	10%	
Non-Federal Match (In-Kind)	8,814	23,817	289,444	265,627	8%	

**COMMUNITY SERVICES BUREAU
SUMMARY CREDIT CARD EXPENDITURE
VISA/U.S.BANK
AUGUST 2019**

Acct. code	Stat. Date	Card Account #	Amount	Program	Purpose/Description
2102	08/22/19	xxxx1416	61.84	EHS Basis Grant	Books, Periodicals
2102	08/22/19	xxxx1907	4,328.00	EHS-Child Care Partnership #2	Books, Periodicals
			\$ 4,389.84		
2131	08/22/19	xxxx0494	1,073.83	Child Nutrition Food Services	Minor Furniture/Equipment
			\$ 1,073.83		
2150	08/22/19	xxxx0494	978.65	Child Nutrition Food Services	Food
			\$ 978.65		
2300	08/22/19	xxxx1416	3,576.66	EHS-Child Care Partnership #2	Transportation & Travel
2300	08/22/19	xxxx8798	1,350.69	EHS-Child Care Partnership #2	Transportation & Travel
			\$ 4,927.35		
2303	08/22/19	xxxx2364	1,542.85	EHS-Child Care Partnership #2	Other Travel Employees
2303	08/22/19	xxxx1907	737.44	EHS-Child Care Partnership #2	Other Travel Employees
2303	08/22/19	xxxx3016	619.88	EHS-Child Care Partnership #2	Other Travel Employees
2303	08/22/19	xxxx8777	3,303.58	EHS-Child Care Partnership #2	Other Travel Employees
2303	08/22/19	xxxx8777	(541.96)	EHS-Child Care Partnership #2	Other Travel Employees
2303	08/22/19	xxxx8798	276.43	HS Basic Grant	Other Travel Employees
2303	08/22/19	xxxx8798	2,802.38	EHS-Child Care Partnership #2	Other Travel Employees
			\$ 8,740.60		
2467	08/22/19	xxxx1907	199.00	CSD Liheap PGE Assistance	Training & Registration
			\$ 199.00		
2479	08/22/19	xxxx4959	732.15	HS Basic Grant	Other Special Dpmtal Exp
2479	08/22/19	xxxx4959	1,230.38	EHS-Child Care Partnership #2	Other Special Dpmtal Exp
2479	08/22/19	xxxx2364	260.92	HS Basic Grant	Other Special Dpmtal Exp
2479	08/22/19	xxxx8798	614.39	EHS-Child Care Partnership #2	Other Special Dpmtal Exp
2479	08/22/19	xxxx1899	2,529.22	Indirect Admin Costs	Other Special Dpmtal Exp
			\$ 5,367.06		
2490	08/22/19	xxxx1416	40.00	EHS Basis Grant	Misc Services/Supplies
2490	08/22/19	xxxx1416	1,271.24	EHS-Child Care Partnership #2	Misc Services/Supplies
2490	08/22/19	xxxx1907	1,413.84	EHS-Child Care Partnership #2	Misc Services/Supplies
2490	08/22/19	xxxx1907	1,773.36	HS Basic Grant	Misc Services/Supplies
2490	08/22/19	xxxx1907	(118.53)	EHS-Child Care Partnership #2	Misc Services/Supplies
2490	08/22/19	xxxx3016	2,075.15	HS Parent Services	Misc Services/Supplies
			\$ 6,455.06		
		Total	32,131.39		

**COMMUNITY SERVICES BUREAU
SUMMARY CREDIT CARD EXPENDITURE
VISA/U.S. BANK
SEPTEMBER 2019**

Acct. code	Stat. Date	Card Account #	Amount	Program	Purpose/Description
2102	10/22/19	xxxx4959	798.84	EHS-Child Care Partnership #2	Books, Periodicals
2102	10/22/19	xxxx4959	77.05	EHS-Child Care Partnership #2	Books, Periodicals
2102	10/22/19	xxxx1416	399.49	EHS-Child Care Partnership #2	Books, Periodicals
			1,275.38		
2131	10/22/19	xxxx1907	780.70	EHS-Child Care Partnership #2	
2131	10/22/19	xxxx0494	(11.56)	Child Nutrition Food Services	Minor Furniture/Equipment
2131	10/22/19	xxxx0494	29.78	Child Nutrition Food Services	Minor Furniture/Equipment
2131	10/22/19	xxxx0494	802.86	Child Nutrition Food Services	Minor Furniture/Equipment
			1,601.78		
2300	10/22/19	xxxx4959	700.88	Comm. Svc Block Grant	Transportation & Travel
2300	10/22/19	xxxx1416	(653.76)	EHS-Child Care Partnership #2	Transportation & Travel
			47.12		
2303	10/22/19	xxxx4959	2,393.20	EHS-Child Care Partnership #2	Other Travel Employees
2303	10/22/19	xxxx4959	700.88	Comm. Svc Block Grant	Other Travel Employees
2303	10/22/19	xxxx1907	72.48	EHS-Child Care Partnership #2	Other Travel Employees
2303	10/22/19	xxxx3016	1,723.14	EHS-Child Care Partnership #2	Other Travel Employees
			4,889.70		
2467	10/22/19	xxxx4959	1,896.15	HS Basic Grant	Training & Registration
2467	10/22/19	xxxx1417	1,865.96	HS Basic Grant	Training & Registration
2467	10/22/19	xxxx1907	50.00	HS Basic Grant	Training & Registration
2467	10/22/19	xxxx3016	550.00	EHS-Child Care Partnership #2	Training & Registration
			4,362.11		
2479	10/22/19	xxxx4959	(20.99)	HS Basic Grant	Other Special Dpmtal Exp
2479	10/22/19	xxxx4959	(29.98)	HS Basic Grant	Other Special Dpmtal Exp
2479	10/22/19	xxxx4959	73.87	HS Basic Grant	Other Special Dpmtal Exp
2479	10/22/19	xxxx1899	1,109.53	Indirect Admin Costs	Other Special Dpmtal Exp
2479	10/22/19	xxxx1899	(50.00)	Indirect Admin Costs	Other Special Dpmtal Exp
			1,082.43		
2490	10/22/19	xxxx4959	65.90	EHS-Child Care Partnership #2	Misc Services/Supplies
2490	10/22/19	xxxx1416	69.98	EHS-Child Care Partnership #2	Misc Services/Supplies
2490	10/22/19	xxxx1416	111.43	HS Basic Grant	Misc Services/Supplies
2490	10/22/19	xxxx1907	71.24	HS Basic Grant	Misc Services/Supplies
2490	10/22/19	xxxx1907	2,143.74	EHS-Child Care Partnership #2	Misc Services/Supplies
2490	10/22/19	xxxx3016		HS Parent Services	Misc Services/Supplies
2490	10/22/19	xxxx8798	84.41	HS Basic Grant	Misc Services/Supplies
			2,546.70		
		TOTAL	\$ 15,805.22		

**CAO Monthly Report
 CSBG and Weatherization Programs
 Year-to-Date Expenditures
 As of September 30, 2019**

1. 2019 LIHEAP WX

Contract # 19B-5005
 Term: Oct. 1, 2018 - June 30, 2020
 Amount: WX \$ 981,523

Total Contract	\$	981,523
Expenditures		(955,347)
Balance	\$	<u>26,176</u>
Expended		97%

2. 2019 LIHEAP ECIP/EHA 16

Contract # 19B-5005
 Term: Oct. 1, 2018 - June 30, 2020
 Amount: EHA 16 \$ 862,398

Total Contract	\$	862,398
Expenditures		(582,848)
Balance	\$	<u>279,550</u>
Expended		68%

3. 2017 Department of Energy (DOE)

Contract # 17C-4004
 Term: June 1, 2018 - June 30, 2020
 Amount: \$ 476,486

Total Contract	\$	476,486
Expenditures		(244,435)
Balance	\$	<u>232,051</u>
Expended		51%

4. 2019 COMMUNITY SERVICES BLOCK GRANT (CSBG)


Contract # 19F-4007
 Term: Jan. 1, 2019 - Dec. 31, 2019
 Amount: \$ 850,578

Total Contract	\$	850,578
Expenditures		(503,956)
Balance	\$	<u>346,622</u>
Expended		59%

EMPLOYMENT & HUMAN SERVICES DEPARTMENT
COMMUNITY SERVICES BUREAU
CHILD NUTRITION FOOD SERVICES
CHILD and ADULT CARE FOOD PROGRAM MEALS SERVED
FY 2019-2020

Month covered	2019 August
Approved sites operated this month	13
Number of days meals served this month	21
Average daily participation	497
Child Care Center Meals Served:	
Breakfast	9,171
Lunch	10,428
Supplements	8,349
Total Number of Meals Served	<u>27,948</u>

October 2019 - Community Services Bureau Preschool Menu

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
<p style="text-align: center;">ALL BREAKFAST & LUNCH SERVED WITH 1% LOW-FAT MILK</p> <p style="text-align: center;">*Indicates vegetable included in main dish</p> <p style="text-align: center;">WATER IS OFFERED THROUGHOUT THE DAY</p>	<p style="text-align: center;">1</p> <p style="text-align: center;"><u>BREAKFAST</u></p> <p>½ c. FRESH PEAR 1 ea. PANCAKE</p> <p style="text-align: center;"><u>LUNCH</u></p> <p>½ c. <i>Chicken Pesto Pasta With Spinach</i> (shredded chicken, basil, parmesan, garlic, diced tomatoes, & whole wheat pasta) ¼ c. FRESH BROCCOLI/RANCH DRESSING 1 ea. FRESH KIWI</p> <p style="text-align: center;"><u>PM SNACK</u></p> <p>¼ c. LOW-FAT YOGURT 2 ea. PINEAPPLE TIBBITS</p>	<p style="text-align: center;">2</p> <p style="text-align: center;"><u>BREAKFAST</u></p> <p>½ c. MANGO CHUNKS ¼ c. RICE CEREAL WITH CINNAMON & VANILLA</p> <p style="text-align: center;"><u>LUNCH</u></p> <p>¾ c. <i>*Beef Vegetable Pot Roast</i> (carrots, onions, zucchini, celery, garlic, tomato) ½ ea. FRESH ORANGE ½ ea. WHOLE WHEAT ROLL</p> <p style="text-align: center;"><u>PM SNACK</u></p> <p>¼ c. PICO DE GALLO 6 ea. WHOLE CORN TORTILLA CHIPS ½ c. 1% MILK</p>	<p style="text-align: center;">3</p> <p style="text-align: center;"><u>BREAKFAST</u></p> <p>1 ea. FRESH BANANA ¼ c. COOKED CINNAMON OATMEAL & RAISINS</p> <p style="text-align: center;"><u>LUNCH</u></p> <p>¾ c. <i>Bean Burrito</i> ¼ c. SHREDDED LETTUCE & DICED TOMATOES ½ ea. FRESH APPLE 1 ea. WHOLE WHEAT TORTILLA</p> <p style="text-align: center;"><u>PM SNACK</u></p> <p>1 tbsps. SUNBUTTER 2 pkgs. RITZ CRACKERS</p>	<p style="text-align: center;">4</p> <p style="text-align: center;"><u>BREAKFAST</u></p> <p>1 ea. FRESH ORANGE ½ c. RICE CHEX CEREAL</p> <p style="text-align: center;"><u>LUNCH</u></p> <p>1½ oz. <i>Baked BBQ Chicken</i> ¼ c. SAUTEED CABBAGE ¼ c. FRESH PEAR ¼ c. RICE PILAF</p> <p style="text-align: center;"><u>PM SNACK</u></p> <p>½ c. LETS GO FISHING TRAIL MIX (corn chex, pretzels, fish & cheese crackers) ½ c. 1% MILK</p>
	<p style="text-align: center;">7</p> <p style="text-align: center;"><u>BREAKFAST</u></p> <p>1 ea. FRESH BANANA ½ c. RICE CHEX CEREAL</p> <p style="text-align: center;"><u>LUNCH</u></p> <p>1 c. <i>Royal Mac & Cheese</i> (milk, thyme, onion, garlic, cheddar, bell peppers) ¼ c. BROCCOLI FLORETS ½ ea. FRESH PEAR</p> <p style="text-align: center;"><u>PM SNACK</u></p> <p>1 ea. FRESH APPLE 1 pkg. ANIMAL CRACKERS</p>	<p style="text-align: center;">8</p> <p style="text-align: center;"><u>BREAKFAST</u></p> <p>¼ c. POWER EGG BAKE (egg, onions, spinach, mozzarella) ½ sl. WHOLE WHEAT BREAD</p> <p style="text-align: center;"><u>LUNCH - TACO TUESDAY</u></p> <p>1 oz. <i>Ground Turkey</i> ½ oz. SHREDDED CHEESE ¼ c. LETTUCE & TOMATOES 1 ea. FRESH KIWI 2 ea. WHOLE CORN MINI TORTILLAS</p> <p style="text-align: center;"><u>PM SNACK</u></p> <p>1 ea. STRING CHEESE 1 sl. FRESH CANTALOUPE</p>	<p style="text-align: center;">9</p> <p style="text-align: center;"><u>BREAKFAST</u></p> <p>½ c. FRESH STRAWBERRIES 1 serv. FRENCH TOAST</p> <p style="text-align: center;"><u>LUNCH</u></p> <p>½ c. <i>*Chicken Fajita</i> (diced chicken, bell pepper, onions) ¼ c. CUCUMBER SLICES 1 ea. FRESH CLEMENTINE ¼ c. BROWN RICE</p> <p style="text-align: center;"><u>PM SNACK</u></p> <p>1 ea. CAULIFLOWER STICK 1 ea. FRESH PEAR</p>	<p style="text-align: center;">10</p> <p style="text-align: center;"><u>BREAKFAST</u></p> <p>1 ea. FRESH APPLE 1 serv. OAT MILK CHIA PUDDING</p> <p style="text-align: center;"><u>LUNCH</u></p> <p>1 ea. <i>*Mexican Pizza</i> (refried beans, tomato paste, chunky salsa) ½ oz. SHREDDED MOZZARELLA CHEESE ¼ c. PICKLED CABBAGE 1 ea. FRESH KIWI 1 ea. WHOLE WHEAT TORTILLA</p> <p style="text-align: center;"><u>PM SNACK</u></p> <p>2 pkgs. RITZ CRACKERS ½ c. FRESH STRAWBERRIES</p>
<p style="text-align: center;">14</p> <p style="text-align: center;"><u>BREAKFAST</u></p> <p>1 ea. FRESH PEAR ½ c. RICE CHEX CEREAL</p> <p style="text-align: center;"><u>LUNCH</u></p> <p>¾ c. <i>3 Bean Chili</i> (carrots, celery, onion, shredded cheese) ¼ c. CARROT STICKS 1 ea. FRESH TANGERINE 2 pkgs. WHEATWORTH CRACKERS</p> <p style="text-align: center;"><u>PM SNACK</u></p> <p>1 ea. FRESH APPLE 1 ea. CHEDDAR CHEESE STICK</p>	<p style="text-align: center;">15</p> <p style="text-align: center;"><u>BREAKFAST</u></p> <p>½ c. FRESH ORANGE ½ c. EGG & TURKEY HAM</p> <p style="text-align: center;"><u>LUNCH</u></p> <p>½ c. <i>Sloppy Joe</i> (ground turkey) ¼ c. BROCCOLI SLAW 1 ea. FRESH KIWI ½ ea. WHOLE WHEAT HAMBURGER BUN</p> <p style="text-align: center;"><u>PM SNACK</u></p> <p>1 pkg. ANIMAL CRACKERS ½ c. 1% MILK</p>	<p style="text-align: center;">16</p> <p style="text-align: center;"><u>BREAKFAST</u></p> <p>1 ea. FRESH BANANA ¼ c. OATMEAL</p> <p style="text-align: center;"><u>LUNCH</u></p> <p>½ c. <i>Green Pozole Soup</i> (diced chicken, tomatillo, cilantro, onion, hominy) ¼ c. SHREDDED CABBAGE & CILANTRO ¼ c. MANGO CHUNKS 6 ea. WHOLE CORN TORTILLA CHIPS</p> <p style="text-align: center;"><u>PM SNACK</u></p> <p>1 pkg. WHOLE GRAIN CHEESE-ITS ½ c. CUCUMBER & CARROT STICKS/RANCH DIP</p>	<p style="text-align: center;">17</p> <p style="text-align: center;"><u>BREAKFAST</u></p> <p>1 ea. FRESH CLEMENTINE ½ sl. WHOLE WHEAT CINNAMON BREAD</p> <p style="text-align: center;"><u>LUNCH</u></p> <p>¾ c. <i>Chicken Gumbo & Rice</i> ¼ c. COLESLAW ½ ea. FRESH PEAR</p> <p style="text-align: center;"><u>PM SNACK</u></p> <p>½ c. PINEAPPLE TIDBITS ½ c. COTTAGE CHEESE</p>	<p style="text-align: center;">18</p> <p style="text-align: center;"><u>BREAKFAST</u></p> <p>1 sl. FRESH HONEYDEW ½ c. CHEERIOS</p> <p style="text-align: center;"><u>LUNCH</u></p> <p>½ c. <i>Chicken Salad</i> ¼ c. MIXED GREENS/ITALIAN DRESSING ¼ c. FRESH STRAWBERRIES 2 pkgs. WHEATWORTH CRACKERS</p> <p style="text-align: center;"><u>PM SNACK</u></p> <p>¼ c. FRESH CELERY STICKS 1 tbsps. SUNBUTTER ½ c. 1% MILK</p>
<p style="text-align: center;">21</p> <p style="text-align: center;"><u>BREAKFAST</u></p> <p>1 ea. FRESH ORANGE ½ c. RICE CHEX CEREAL</p> <p style="text-align: center;"><u>LUNCH</u></p> <p>½ c. <i>Chana Masala</i> (chickpeas, tomatoes, zucchini, cauliflower & spinach) ½ ea. FRESH APPLE ½ ea. WHOLE WHEAT PITA BREAD</p> <p style="text-align: center;"><u>PM SNACK</u></p> <p>1 ea. FRESH PEAR 2 pkgs. RITZ CRACKERS</p>	<p style="text-align: center;">22</p> <p style="text-align: center;"><u>BREAKFAST</u></p> <p>1 ea. FRESH KIWI ½ c. BRAN CEREAL</p> <p style="text-align: center;"><u>LUNCH</u></p> <p>½ c. <i>Filipino Adobo</i> (chicken leg, soy sauce, vinegar) ¼ c. BROCCOLI FLORETS/RANCH DRESSING 1 ea. FRESH TANGERINE ¼ c. BROWN RICE</p> <p style="text-align: center;"><u>PM SNACK</u></p> <p>½ c. FRUIT SALSA (fresh pear, pineapple chunks, red onions) 6 ea. WHOLE CORN TORTILLA CHIPS</p>	<p style="text-align: center;">23</p> <p style="text-align: center;"><u>BREAKFAST</u></p> <p>½ c. PINEAPPLE TIDBITS ½ ea. WHOLE WHEAT BAGEL/CREAM CHEESE</p> <p style="text-align: center;"><u>LUNCH</u></p> <p>1 serv. <i>Chicken Chilaquiles With Whole Grain Corn Tortilla Chips</i> ¼ c. GREEN SALAD/ITALIAN DRESSING ½ ea. FRESH PEAR</p> <p style="text-align: center;"><u>PM SNACK</u></p> <p>1 ea. FRESH BANANA 1 tbsps. SUNBUTTER</p>	<p style="text-align: center;">24</p> <p style="text-align: center;"><u>BREAKFAST</u></p> <p>½ c. MANGO CHUNKS ½ c. CORN CHEX CEREAL</p> <p style="text-align: center;"><u>LUNCH</u></p> <p>¾ c. <i>*Arroz Con Queso</i> (corn, brown rice, shredded cheese, tomatoes, green chiles, onions) ¼ c. PURPLE CAULIFLOWER ¼ c. FRESH STRAWBERRIES</p> <p style="text-align: center;"><u>PM SNACK</u></p> <p>¼ c. CELERY STICKS/RANCH DRESSING 6 ea. WHEAT THIN CRACKERS ½ c. 1% MILK</p>	<p style="text-align: center;">25</p> <p style="text-align: center;"><u>BREAKFAST</u></p> <p>1 ea. FRESH KIWI 1 sq. BANANA BREAD</p> <p style="text-align: center;"><u>LUNCH</u></p> <p>¾ c. <i>*Greek Chicken Salad</i> (diced chicken, cucumbers, tomatoes & olives) WITH FETA CHEESE DRESSING ½ ea. FRESH APPLE ½ ea. WHOLE WHEAT PITA BREAD</p> <p style="text-align: center;"><u>PM SNACK</u></p> <p>1 pkg. ANIMAL CRACKERS ½ c. 1% MILK</p>
<p style="text-align: center;">28</p> <p style="text-align: center;"><u>BREAKFAST</u></p> <p>1 ea. FRESH APPLE ½ c. CORNFLAKES</p> <p style="text-align: center;"><u>LUNCH</u></p> <p>¾ c. <i>Baja Bean Taco</i> (kidney beans, pinto beans & salsa) ½ oz. SHREDDED CHEESE ¼ c. FRESH KIWI 2 ea. MINI CORN TORTILLAS</p> <p style="text-align: center;"><u>PM SNACK</u></p> <p>½ c. YELLOW WAX BEANS 2 tbsps. HUMMUS</p>	<p style="text-align: center;">29</p> <p style="text-align: center;"><u>BREAKFAST</u></p> <p>1 ea. FRESH BANANA 1 ea. HARD BOILED EGG</p> <p style="text-align: center;"><u>LUNCH</u></p> <p>½ c. <i>*Chicken Tinga</i> (chicken, julienned onions, garlic, tomato) ¼ c. FRESH BROCCOLI 1 ea. FRESH CLEMENTINE ¼ c. BROWN RICE</p> <p style="text-align: center;"><u>PM SNACK</u></p> <p>½ c. TRAIL MIX (rice chex, pretzel, kix cereal) ½ c. FRESH STRAWBERRIES</p>	<p style="text-align: center;">30</p> <p style="text-align: center;"><u>BREAKFAST</u></p> <p>1 ea. FRESH PEAR ½ sl. WHOLE WHEAT CINNAMON BREAD</p> <p style="text-align: center;"><u>LUNCH</u></p> <p>1 ¼ c. <i>Rice & Vegetable</i> (brown rice, shredded cheese, kale, onions, mushrooms) ¼ c. FRESH KIWI</p> <p style="text-align: center;"><u>PM SNACK</u></p> <p>1 pkg. GOLDFISH CRACKERS ½ c. PINEAPPLE TIDBITS</p>	<p style="text-align: center;">31</p> <p style="text-align: center;"><u>BREAKFAST</u></p> <p>1 ea. FRESH KIWI ½ c. ARROZ CON LECHE (rice, raisins, vanilla)</p> <p style="text-align: center;"><u>LUNCH</u></p> <p>½ c. <i>Veggie Quesadilla Casserole</i> (enchilada sauce, cheese, mushrooms, spinach, onions) ¼ c. SHREDDED CABBAGE & CILANTRO ¼ c. MANGO CHUNKS 6 ea. WHOLE CORN TORTILLA CHIPS</p> <p style="text-align: center;"><u>PM SNACK</u></p> <p>¼ c. SWEET POTATO DIP (sweet potato, oat milk) ¼ c. FRESH CELERY STICKS ½ c. 1% MILK</p>	



ADMINISTRATION FOR
CHILDREN & FAMILIES

Office of Head Start | 4th Floor – Switzer Memorial Building, 330 C Street SW, Washington DC 20024 eclkc.ohs.acf.hhs.gov

Program Performance Summary Report

To: Authorizing Official/Board Chairperson

Mr. John Gioia
Contra Costa County
1470 Civic Ct
Ste 200
Concord, CA 94520 - 5242

From: Responsible HHS Official

Date: 10/17/2019
Dr. Deborah Bergeron
Director, Office of Head Start

On 9/26/2019, the Administration for Children and Families (ACF) conducted a monitoring review of Contra Costa County Head Start and Early Head Start programs. We wish to thank the governing body, policy council, staff, and parents of your program for their cooperation and assistance during the review. This monitoring report has been issued to Mr. John Gioia, Authorizing Official/Board Chair, as legal notice to your agency of the results of the program review.

Based on the information gathered during our review, your program was found to be out of compliance with one or more applicable Head Start Program Performance Standards, laws, regulations, and policy requirements. The report provides you with detailed information in each area where program performance did not meet applicable Head Start Program Performance Standards, laws, regulations, and policy requirements. Each area of noncompliance identified in this report should be corrected within 120 days following receipt of this report.

Please contact your ACF Regional Office with any questions or concerns you may have about this report.

DISTRIBUTION OF THE REPORT

Copies of this report will be distributed to the following recipients:

Ms. Jan Len, Regional Program Manager
Ms. Kathy Gallagher, Chief Executive Officer/Executive Director
Ms. Camilla Rand, Head Start Director
Ms. Camilla Rand, Early Head Start Director

Glossary of Terms

Compliant	No findings. Meets requirements of Head Start Program Performance Standard.
Area of Concern	An area for which the agency needs to improve performance. These issues should be discussed with the grantee's Regional Office of Head Start for possible technical assistance.
Area of Noncompliance	An area for which the agency is out of compliance with Federal requirements (including but not limited to the Head Start Act or one or more of the regulations) in one or more area of performance. This status requires a written timeline of correction and possible technical assistance or guidance from the grantee's program specialist. If not corrected within the specified timeline, this status becomes a deficiency.
Deficiency	<p>As defined in the Head Start Act, the term "deficiency" means:</p> <p>(A) a systemic or substantial material failure of an agency in an area of performance that the Secretary determines involves:</p> <ul style="list-style-type: none"> (i) a threat to the health, safety, or civil rights of children or staff; (ii) a denial to parents of the exercise of their full roles and responsibilities related to program operations; (iii) a failure to comply with standards related to early childhood development and health services, family and community partnerships, or program design and management; (iv) the misuse of funds received under this subchapter; (v) loss of legal status (as determined by the Secretary) or financial viability, loss of permits, debarment from receiving Federal grants or contracts, or the improper use of Federal funds; or (vi) failure to meet any other Federal or State requirement that the agency has shown an unwillingness or inability to correct, after notice from the Secretary, within the period specified; <p>(B) systemic or material failure of the governing body of an agency to fully exercise its legal and fiduciary responsibilities; or</p> <p>(C) an unresolved area of noncompliance.</p>

Performance Summary

Applicable Standards	Grant Number(s)	Timeframe for Correction	Compliance Level	Service Area
1302.47(b)(5)(iv)	09CH010862	120 days	Noncompliance	Inappropriate Release
1302.102(d)(1)(ii)	09CH010862	120 days	Noncompliance	Inappropriate Release

New Area of Noncompliance Determination(s)

Inappropriate Release

Noncompliance **1302.47(b)(5)(iv)**

Timeframe for Correction: 120 days

1302.47 Safety practices (b) A program must develop and implement a system of management, including ongoing training, oversight, correction and continuous improvement in accordance with §1302.102, that includes policies and practices to ensure all facilities, equipment and materials, background checks, safety training, safety and hygiene practices and administrative safety procedures are adequate to ensure child safety. This system must ensure: (5) Safety practices. All staff and consultants follow appropriate practices to keep children safe during all activities, including, at a minimum: (iv) Only releasing children to an authorized adult,

The grantee did not ensure all staff and consultants followed appropriate practices to keep children safe during all activities, including, at a minimum, only releasing children to an authorized adult.

On August 2, 2019, teaching staff at the 8th Street Child Development Center released a child to an adult who was known to the staff and was authorized to pick up children; however, the adult was not authorized to receive the child released to her. The 8th Street Child Development Center was operated by the YMCA of the East Bay, a partner to the grantee. The adult was authorized to pick up an infant and a preschool child from the center; however, she left the center with the infant she was authorized to receive, and a preschool child she was not authorized to receive. Center staff immediately realized the situation and called the adult to return the preschool child, which she did within 5-8 minutes.

The YMCA of the East Bay Head Start Director informed California Community Child Care Licensing of the incident on August 5, 2019, and a Facility Evaluation Report was completed by the Licensing Division on August 8, 2019.

A review of the investigation documents provided to the Regional Office by the grantee on August 14, 2019, showed the child was incorrectly identified, signed out, and left the program. The incident occurred because center staff did not follow established policies and procedures to manage the child release process, including checking identification and confirming the adult's status as an authorized receiver. The grantee's Head Start Director shared training would be provided to all persons authorized to pick up children, so the incident did not recur.

Following the incident, the grantee and partner took action to address the issues that led to the incident. A review of the grantee's corrective action plan provided to the Regional Office on August 14, 2019, showed training on child supervision and release procedures were incorporated into scheduled training in August 2019, with all teaching staff required to confirm their participation and understanding of the protocols. Sign-in and sign-out resources were also improved, with photographs added to tablet computers used to manage the arrival and departure processes. Monitoring by the partner and the grantee was increased to ensure the expanded policies were correctly implemented, including announced and unannounced visits.

In a follow-up call with the Regional Office on August 29, 2019, the grantee stated it spoke with the mother of the child who was incorrectly released on August 2, 2019, to explain the situation and include her in the corrective action planning. The two teachers who incorrectly released the child were terminated from their employment with the partner agency.

The grantee did not ensure all staff and consultants followed appropriate practices to keep children safe during all activities, including, at a minimum, only releasing children to an authorized adult; therefore, it was not in compliance with the regulation.

Reporting

Noncompliance **1302.102(d)(1)(ii)**

Timeframe for Correction: 120 days

1302.102 Achieving program goals. (d) Reporting. (1) A program must submit: (ii) Reports, as appropriate, to the responsible HHS official immediately or as soon as practicable, related to any significant incidents affecting the health and safety of program participants, circumstances affecting the financial viability of the program, breaches of personally identifiable information, or program involvement in legal proceedings, any matter for which notification or a report to state, tribal, or local authorities is required by applicable law

The grantee did not submit reports, as appropriate, to the responsible Health and Human Services (HHS) official immediately or as soon as practicable, regarding any significant incidents affecting the health and safety of program participants as required by applicable law.

On August 2, 2019, teaching staff at the 8th Street Child Development Center released a child to a known adult who was not authorized to receive the child. The 8th Street Child Development Center was operated by the YMCA of the East Bay, a partner to the grantee. YMCA notified the grantee of the incident on August 5, 2019. The Regional Office was notified of the incident on August 8, 2019.

The grantee did not submit reports, as appropriate, to the responsible HHS official immediately or as soon as practicable, regarding any significant incidents affecting the health and safety of program participants as required by applicable law; therefore, it was not in compliance with the regulation.

----- End of Report -----

October 17, 2019

To: Contra Costa Board of Supervisors

Fr: Camilla Rand, Community Services Bureau Director

Re: Response to 10/2/19 GAO Report on Fraud and Improper Payment Risks in Head Start

This memo is in response to the recent report released by the Government Accountability Office (GAO) regarding concerns related to determining Head Start eligibility. According to the report, the GAO conducted 15 covert tests at a selection of Head Start grantee centers in New York, Los Angeles, Detroit, Chicago and Boston in which they found vulnerabilities in centers' controls for eligibility screening and detecting potential fraud. The tests concluded concerns in the following areas:

- **The Office of Head Start process for monitoring grantee enrollment (eligibility).** The GAO conducted covert control tests in which 15 fictitious families were created along with incomplete or ineligible family documentation. While the results cannot be generalized, the results show staff at selected centers did not always properly verify eligibility.
- **False enrollment reports and attendance tracking.** The second area of the GAO report addressed payments based on self-reported enrollment. The GAO raised concern over the accuracy of the enrollment and indicated a more accurate indicator of enrollment would be daily attendance. To prove this, the GAO reviewed attendance records from nine centers for the month of March 2018, they found that each center had children enrolled that had not attended for 30 or more days. The GAO found that the Office of Head Start (OHS) has the expectation that after 30 days of non-attendance a slot should be considered vacant, however, that expectation had not been relayed to the grantees.

Community Services Bureau Systems. The Community Services Bureau (CSB) is the largest Head Start provider in this county and has strong procedures and policies in place that address the GAO concerns at the grantee level. Through a series of checks and balances we are able to ensure that all families enrolled in our programs are eligible and documentation is verified and maintained electronically in our Child Location Observation Utilization Data System (CLOUDS) database.

CSB ensures the accuracy of enrollment/eligibility through the following systems:

- CLOUDS database which prioritizes children based on a selection criteria, and ranks the children with the highest priority first.
- The establishment of a central enrollment unit with specialized staff that are well trained on all eligibility requirements.

- Several Layers of Checks and Balances:
 - Prior to enrollment, eligibility documentation goes through a second review and is approved by a Comprehensive Services Assistant Manager.
 - Any family with an income over 100% of the federal income guideline is reviewed a third time by the Enrollment Unit Analyst prior to enrollment.
 - All over income families are tracked to ensure CSB does not exceed the allowable number of over-income children.
- On-Going Monitoring:
 - CSB has an on-going monitoring team that randomly selects 30% of newly enrolled children's files each year for review. Trends and root causes are identified and corrective actions taken.
 - An annual State Child Development Audit is conducted where 30% of child files are reviewed for eligibility documentation and accuracy. 95% of CSB programs are Head Start and State blended, and State regulations are more stringent also ensuring Head Start mandates are followed. CSB has not received a finding in over 10 years as it relates to eligibility.
- Strong Attendance Policies:
 - To ensure the accuracy of the enrollment numbers that are self-reported each month to OHS, CSB utilizes our CLOUDS database automated reports.
 - Attendance policies ensure children served are attending regularly:
 - In 2014 our CLOUDS systems was approved by the CDE for electronic filing and document maintenance.
 - Through electronic sign-in, we are able to capture the time, date and signature of the caregiver as they leave their child in our care.
 - Our policy requires the teaching staff to review the attendance at least weekly for accuracy.
 - Site Supervisors are also required to review the attendance several times per week for accuracy.
 - Monthly, Site Supervisors review and approve attendance records.
 - Monthly, the Analyst reviews the attendance records for accuracy and notifies site staff of any children with excessive absences.
 - Our current policy is if a child misses 10 consecutive unexcused/uninformed days their slot will be considered vacant.
 - On a case by case basis, a child may be allowed to miss up to 30 days, if the family informs center staff in advance of the expected absences such as hospitalization or prolonged illness.



Contra
Costa
County

To: Board of Supervisors
From: HIRING OUTREACH OVERSIGHT COMMITTEE
Date: November 12, 2019

Subject: FY 2019 - 2020 Outreach and Recruitment Report

RECOMMENDATION(S):

REVIEW and ACCEPT the Office of Equal Employment Opportunity's Annual Outreach Report, and the Departmental Outreach Plans for FY 2019 - 2020.

FISCAL IMPACT:

None

BACKGROUND:

In April 2014, the County Administrator's Office created the Recruitment Opportunities Work Group, consisting of representatives from the Human Resources Department, the Office of County Counsel, and the Equal Employment Opportunity Office. With the goal of promoting equal employment opportunities, diversity and equity within our workforce, the Work Group successfully researched and developed robust and engaging outreach and recruitment strategies.

Based on these strategies, the County developed outreach plans that were rolled out to department heads in January 2015. Subsequently, in February 2015, the Work Group rolled out the outreach plans to Administrative Services Officers and the Equal Employment Opportunity Coordinators to develop and implement individualized departmental plans. The attached annual report is an overview of all department Equal Employment efforts.

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/12/2019** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: November 12, 2019

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

Contact: Affirmative Action Officer,
925-335-1455

By: June McHuen, Deputy

cc:

CONSEQUENCE OF NEGATIVE ACTION:

If unapproved, the County will not be in compliance with ensuring underrepresented groups are notified about County opportunities, and encouraged to apply. This will directly impact the County efforts to diversify its workforce.

ATTACHMENTS

FY 2019 - FY 2020 Outreach and Recruitment Report

CONTRA COSTA COUNTY



OFFICE OF EQUAL EMPLOYMENT OPPORTUNITY FY 2018-2019 OUTREACH REPORT FY 2019-2020 OUTREACH PLANS

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BACKGROUND

In April of 2014, the Human Resources (HR) Department convened a Recruitment Opportunities Work Group consisting of representatives from the Human Resources Department, Office of the County Counsel, and the Office of Equal Employment Opportunity (EEO). The County Administrator tasked the group with establishing a post-Consent Decree framework to ensure that the County's workforce reflected the demographics of the communities we serve. Outreach was created to explore new and innovative ways to reach people who are under-represented¹ in the County's workforce. The goal is to provide equal employment opportunities for all qualified persons seeking employment with the County and special districts governed by the Board of Supervisors.

On July 1, 2015, the County implemented its outreach and recruitment plans for Fiscal Year (FY) 15-16. The goals of the plans were to promote equity and inclusion throughout the County's workforce. County departments along with EEO were instructed to conduct strategic outreach and recruitment efforts, which were specifically designed to reach qualified under-represented groups within the constituents we serve.

METHODOLOGY

In order to determine under-representation in each department, the EEO Officer annually compares the County's workforce data to the availability of qualified people who reside in the local labor market and are 16 years or older. The County's workforce data within this report is derived from employment records from the Human Resources database. The local labor market data is compiled by the 2010 United States Department of Census Bureau (Census) using the Equal Employment Opportunity Tabulation (EEO Tabulation), which is a benchmark for comparing the gender and racial makeup of an organization's workforce. It examines labor force diversity using Census data and is produced for federal agencies responsible for monitoring employment practices and enforcing civil rights laws for the workforce.

The current County reporting format uses statistical data to determine under-representation within the department as a whole. EEO conducted utilization analysis by race and gender as defined by the occupational categories within each department. An occupational category is a broad grouping of job classes which require similar levels of skill and training. The analysis relies on subtraction: the percentage of employees in the business's workforce in a particular job category, cross-classified by race, national origin and sex, minus the percentage of workers in the same job category in the relevant labor market, also cross-classified by race, national origin and sex². For example, if the business's Workforce Analysis Chart shows 40 percent Asian males in the Professionals job category, and if the community labor statistics table shows that in the relevant

¹ Dictionary.com defines underrepresentation as giving inadequate representation to; represent in numbers that are disproportionately low.

² As defined by the Department of Justice Office of Justice Programs Equal Employment Opportunity Plans

labor market, 20 percent of Professionals are Asian males, then the business is underusing Asian males in the job category by 20 percent.

TOTAL COUNTY WORKFORCE

As of December 31, 2018, Contra Costa County employed 9089 employees. Each department with underrepresentation of 10% or more in the gender, race and /or ethnicity³ categories is required to create a strategic outreach and recruitment plan which addresses the deficiencies and outreach needed. Representation rates, which are presented in percentages, are estimated indicators of whether or not a particular racial/ethnic or gender group is represented at a level comparable to the group's existence in the labor market. Departments provide steps that will be taken to assist in increasing the applicant flow of qualified individuals for the under-represented group(s). The County's job classes are determined by HR and assigned to an occupational category based upon the United States Equal Employment Opportunity Commission's definitions⁴.

Applicant flow analysis is an important component of outreach that helps the County determine the success of its outreach program. Applicant flow is the analysis of selection rate adjustments for a particular job and is used for record keeping and statistical purposes⁵. Employers are to provide applicants the option to self-identify or decline to submit the supplemental classification information which identifies gender, race and/or ethnicity. If an individual declines to self-identify, the individual's reporting data will not be included in the final tally.

The departments are required to reach out to individuals depending on where their under-representation exists. Each racial, ethnic and gender category is separate from the other and requires departments to participate in outreach to all groups where it has been determined that low representation exists.

As the County's EEO Officer, I am responsible for conducting outreach efforts to community based organizations (cbos). The outreach efforts place an emphasis on attracting under-represented groups within the County's workforce through ongoing marketing efforts. It is designed to meet them at the transaction level and provide County employment information to management teams, rank and file employees and the agency's clientele.

Community outreach is an important part of EEO's strategic plan to help the County reach underserved populations. Our plan is to create an environment where the County and the community unite to help eradicate barriers to employment. In order to make this endeavor successful, we must build stronger relationships with one another. It is important for our communities to know who the County is and what we have to offer them.

³ The Census Bureau categorizes ethnicity into two categories: Hispanic or Latino OR not Hispanic or Latino. The terms "Hispanic," "Latino," and "Spanish" are used interchangeably.

⁴ See Page 9-10 of this report for the definitions of the 8 occupational categories.

⁵ All institutions receiving federal contracts are obligated by federal law to track gender and race data for all candidates submitting applications for employment to the business. By law, the information cannot be a component of the employment determination, nor can it be used for consideration.

Outreach is specific to organizations whose clientele consists of veterans, women, disabled, re-entry, low income, faith-based, Hispanics, Blacks, Asians, and the homeless. From July 1, 2018 through June 30, 2019, EEO conducted nearly 400 outreach and recruitment efforts, which included meetings, teleconferences, job fairs and seminars with agency staff and/or clients from organizations listed below.

Organization	Contacts	Outreach Efforts
ANKA Behavioral Health	Kimberly Sayer	7
Asian Pacific Environmental Network	Puja Duhal	8
Bay Area Peacekeepers	Gonzalo Rucobo	7
Bay Area Rescue Mission	Jonathan Russell	7
Beat the Streets, Inc.	Tracey Tate-Jones	15
Community Housing Development	Janine Shaheed	19
Contra Costa Food Bank	Caitlin Sly Larry Sly	21
Contra Costa Interfaith Housing	Deane Pearn	5
Del Valley Education Center	Daryl Coachman	5
Department of Rehabilitation	Erica Watkins	7
Employment & Homelessness	Tara Cantu	3
Futures Explored	Jenny McKeon	9
Concord Goodwill	Jerry Jones	14
Eastbay Goodwill	Cynthia Hodges	61
Contra Costa County Reentry Network / Health Right 360	Edina Rahmanovic	2
Lao Family Community Development	Brad Meyer	18
Latina Center	Miriam Wong Gloria Alvarez	3

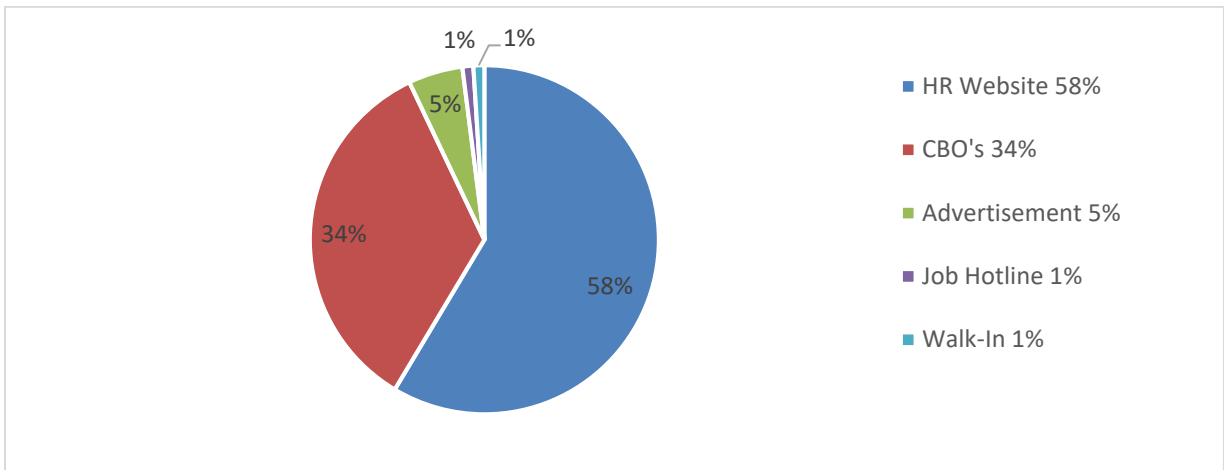
Los Medanos College	Prof. Sylvester Henderson Rachel Anicetti	3
Men and Women of Purpose	Antwain Cloird	7
Men and Women of Valor	Pamela Saucer-Bilbo	8
Monument Impact	Elba Velasquez	16
New Life Church Family Worship Center	Mark Hernandez	3
Opportunity Junction	Shannel Arce	8
Reach Project, Inc.	Mickie Marchetti	2
Richmond Emergency Food Pantry	Patricia Davidson	2
Rubicon	Tracey Rodarte Young	28
Salvation Army	Cynthia Hodges	2
San Pablo Economic Development Corp.	Leslie Choy	16
Shelter Inc.	Lindsey Drolette	20
Shepherds Gate	Taryn Schuck/Mary Norcross	20
St. Vincent de Paul	Melanie Benitez	2
Stand! For Families	Angela Sanchez	8
Trends	Narda Mamou	5
Victory Outreach Richmond	Curtis Royster	5

FY 2018- 2019 OUTREACH PLAN

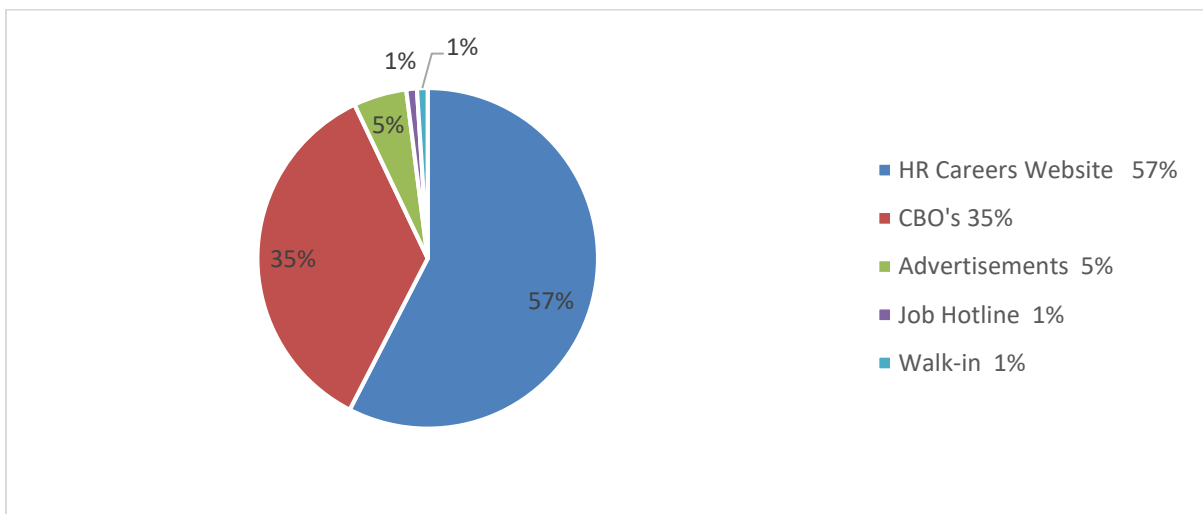
The County relies on each department to outreach to its under-represented groups within the workforce to diversify our applicant flow. Applicant flow helps to measure how fair and inclusive our outreach programs are and if past outreach practices were proactive, strategic, and effective. It also assists the County in removing barriers. The County's applicant flow pipeline is broken into 5 categories listed below. For FY 17-18, The County received 26,822 applications whereas in FY 18-19, the County received 29,415 applications. Tables 1 and 2 indicate where the applicant heard about the job opportunity.

OUTREACH DISTRIBUTION

**TABLE 1
FY 17-18**



**TABLE 2
FY 18-19**



Tables 1 and 2 illustrate the County’s outreach and recruitment efforts over the last two fiscal years. The tables show that the County’s community based outreach increased our applicant flow by 1% during the relevant time. Outreach by advertisements remained steady at 5%.

The number of applicants who self-identified their gender, race and/or ethnicity for FY17-18 was 26,822. The number of applicants who self-identified their gender, race and/or ethnicity for FY18-19 was 27,706. The gender and racial/ethnicity makeup for applications received are listed below:

**TABLE 3
APPLICANT FLOW**

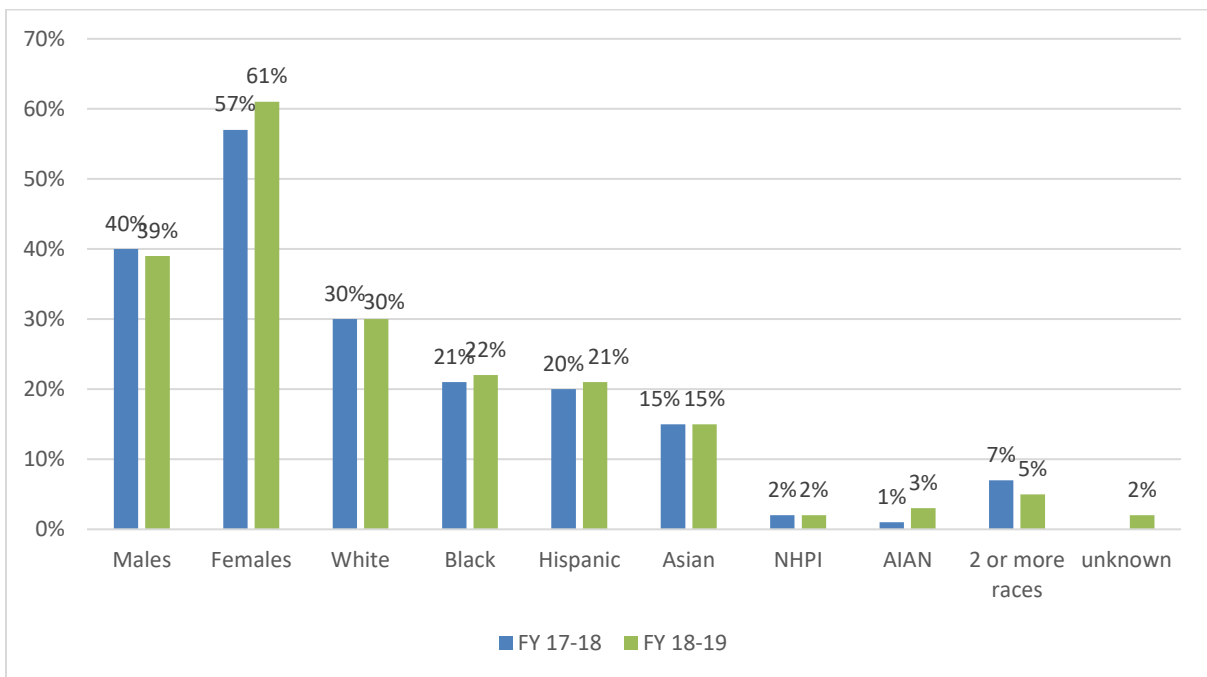
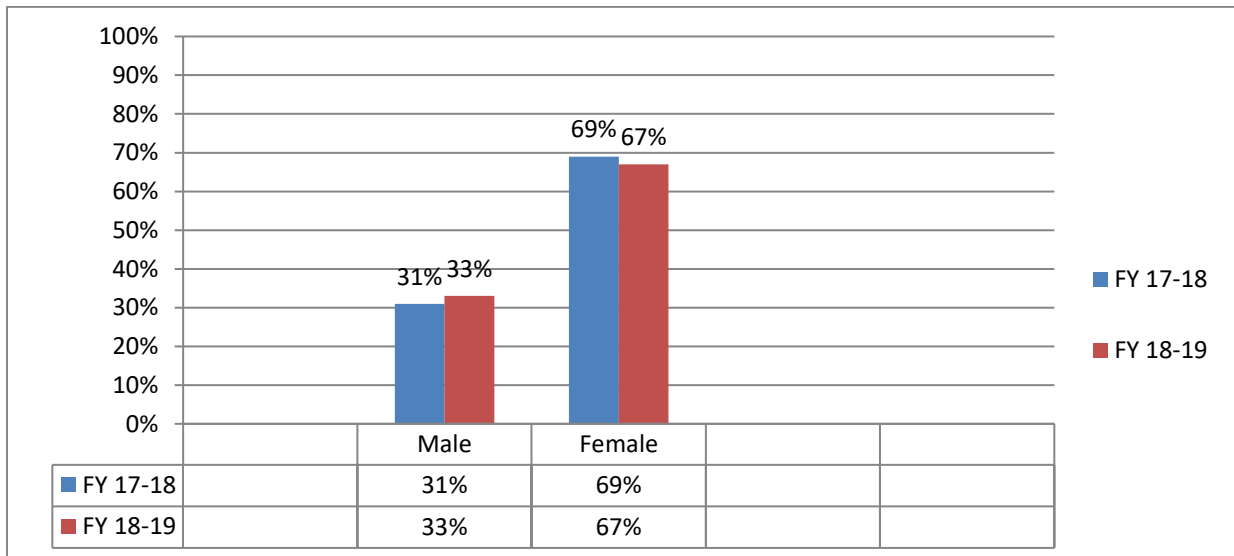


Table 3 illustrates the applicant flow by gender and race that reveals the following:

- The participation of males who submitted applications decreased from 40% in FY17-18 to 39% in FY18-19.
- The participation of females who submitted applications increased from 57% in FY17-18 to 61% in FY18-19.
- The participation of whites who submitted applications remained steady at 30%.
- The participation of blacks who submitted applications increased from 21% in FY17-18 to 22% in FY18-19.
- The participation of Hispanics who submitted applications increased from 20% in FY 17-18 to 21% in FY 18-19.

- The participation of Native Hawaiian/Pacific Islanders (NHPI) who submitted applications remained steady at 2%.
- The participation of American Indian/Alaskan Native (AIAN) increased from 1% in FY17-18 to 3% in FY 18-19.
- The participation of those who identified as two or more races decreased from 7% in FY17-18 to 5% in FY 18-19.

**NEW HIRE DATA BY GENDER
FY 17-18 AND FY 18-19
TABLE 4**



- The percentages of males who were hired increased from 31% in FY 17-18 to 33% in FY 18-19.
- The percentages of females who were hired decreased from 69% for FY17-18 to 67% in FY18-19.

**CONTRA COSTA COUNTY NEW HIRE DATA
BY RACE
FY 17-18 AND FY 18-19
TABLE 5**

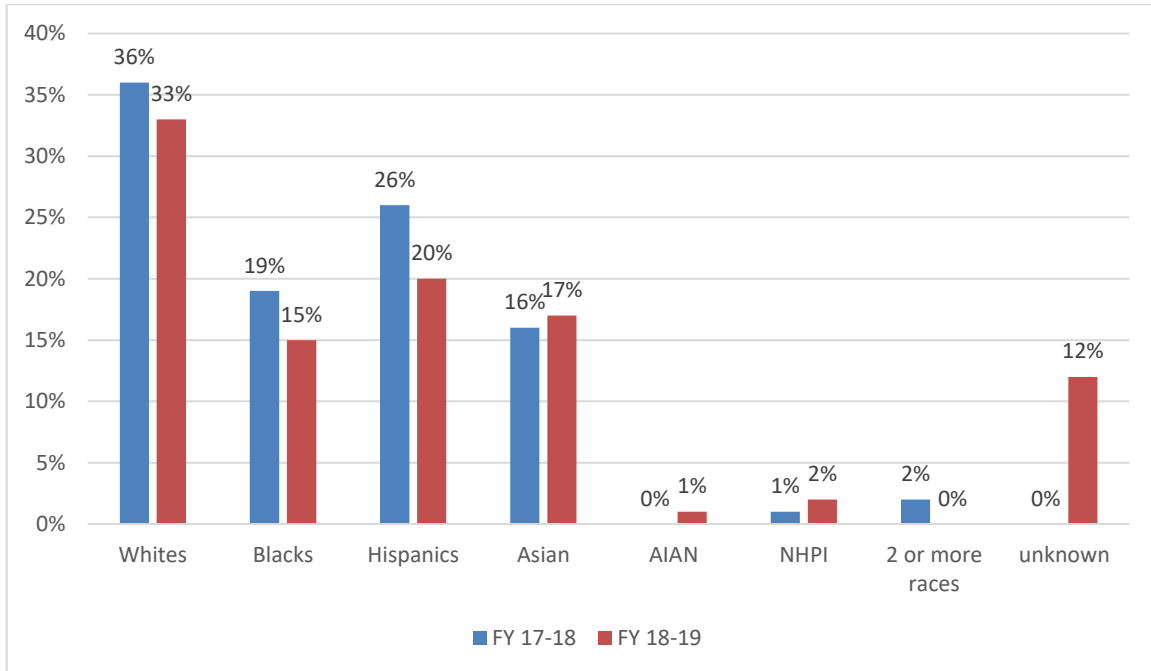


Table 5 illustrates the percentages of people hired during FY 17-18 and FY 18-19 based on race/ethnicity. The statistical analysis is listed below:

- The hiring of Whites decreased from 36% in FY 17-18 to 33% in FY 18-19.
- The hiring of Blacks decreased from 19% in FY 17-18 to 15% in FY 18-19.
- The hiring of Hispanics decreased from 26% in FY 17-18 to 20% in FY 18-19.
- The hiring of Asians increased from 16% in FY 17-18 to 17% in FY 18-19.
- The hiring of AIAN increased from 0% in FY 17-18 to 1% in FY 18-19.
- The hiring of NHPI increased from 1% in FY 17-18 to 2% in FY 18-19.
- The hiring of 2 or more races decreased from 2% in FY 17-18 to 0% in FY 18-19.

These trends continue to stress the importance for the County to continue its outreach efforts. EEO is committed to increasing the participation rates of qualified under-represented groups in our applicant pool. The areas of opportunities and improvement are:

- Continue working with CCTV to establish a social media page.
- Conducting more outreach to professional organizations, universities, community colleges and faith based organizations to increase participation in the County’s hiring process.

- Create additional marketing tools such as brochures and power point presentations, which are designed to reach under-represented groups.
- Continue providing additional training to the departmental EEO Coordinators to help them to become more knowledgeable about targeted outreach, determining under-representation, and creating more effective outreach plans to assist in the recruitment process.
- Meeting with cbos to determine their needs and address them during presentations.

CONCLUSION

The data presented in this report provides the County stakeholders, managers, employees and the public detailed information regarding the County's outreach and recruitment efforts. Although we have made strides towards achieving workforce equity, there are areas that still need to be addressed. One area of note is the equitable distribution of jobs.

It is important that we continue to promote and enforce equal employment opportunities for all who apply for vacant positions. EEO and the departments will continue to work with cbos, colleges, universities and professional organizations to attract qualified candidates to help the County attain equity and inclusion within our workforce.

CONTRA COSTA COUNTY

The Office of EEO analyzed the workforce underrepresentation within Contra Costa County as of December 31, 2018. EEO compared the overall County workforce statistical data from December 31, 2018 to help determine the effectiveness of the County's outreach program. The job occupational categories and definitions are listed below.

- **Officials and Administrators:** Occupations in which employees set broad policies, exercise overall responsibility for execution of these policies, or direct individual departments or special phases of the agency's operations, or provide specialized consultation on a regional, district or area basis such as Department Heads.
- **Professionals:** Occupations which require specialized and theoretical knowledge which is usually acquired through college training or through work experience and other training which provides comparable knowledge such as HR professionals, accountants, and attorneys.
- **Technicians:** Occupations which require a combination of basic scientific or technical knowledge and manual skill which can be obtained through specialized post-secondary school education or through equivalent on-the-job training. They include jobs such as laboratory analysts and civil engineering assistants.
- **Administrative Support:** Occupations in which workers are responsible for internal and external communications, recording, and retrieval of data and/or information and other paperwork required in an office such as secretaries, administrative office assistants, and police clerks.
- **Service-Maintenance:** Occupations in which workers perform duties that result in or contribute to the comfort, convenience, hygiene or safety of the general public such as maintenance workers and custodians.
- **Skilled Crafts:** Occupations in which workers perform jobs which require special manual skill and a thorough and comprehensive knowledge of the processes involved such as electricians and tree trimmers.
- **Protective Service Workers (Sworn):** Occupations in which workers are entrusted with public safety, security and protection from destructive forces.
- **Protective Service Workers (Non-Sworn):** Occupations that perform technical and support work in safety or law enforcement work, which does not require a sworn person. Examples include community service officers and animal control officers.

**CONTRA COSTA COUNTY
2018 OUTREACH AND RECRUITMENT DATA
9089 EMPLOYEES**

GENDER

Demographics By Gender	Total Department Workforce ⁶	Male (%)	Female (%)	Census Data by Job Category
Officials and Administrators				
County Workforce	332	34	66	X
Census Data	X	58	42	82,930
Underrepresentation	X	-24	X	X
Professionals				
County Workforce	3323	30	70	X
Census Data	X	46	54	108,045
Underrepresentation	X	-16	X	X
Technicians				
County Workforce	947	43	57	X
Census Data	X	51	49	13,265
Underrepresentation	X	-8	X	X
Administrative Support				
County Workforce	3050	15	85	X
Census Data	X	38	62	141,985
Underrepresentation	X	-23	X	X
Service Maintenance				
County Workforce	349	67	33	X
Census Data	X	58	42	122,730
Underrepresentation	X	X	-9	X
Skilled Craft				
County Workforce	67	99	1	X
Census Data	X	95	5	41,025
Underrepresentation	X	X	-4	X
Protective Services (Sworn)				
County Workforce	784	81	19	X
Census Data	X	82	18	9,480
Underrepresentation	X	-1	X	X
Protective Services (Non-Sworn)				
County Workforce	237	62	38	X
Census Data	X	54	46	810
Underrepresentation	X	X	-8	X

⁶ The total number of people who had worked for the County at least one day during the 2018 calendar year.

**CONTRA COSTA COUNTY
2018 OUTREACH AND RECRUITMENT DATA
9089 EMPLOYEES
RACES AND ETHNICITY**

Demographics by Race and Ethnicity ⁷	White (%)	Black (%)	Hispanic (%)	Asian (%)	Native Hawaiian/ Pacific Islander (%)	American Indian/ Alaska Native (%)	Two or More Races (%)
Officials and Administrators							
County Workforce	62	15	9	7	1	1	6
Census Data	66	7	10	14	1	0	2
Underrepresentation	-4	X	-1	-7	0	X	X
Professionals							
County Workforce	46	14	14	16	1	0	10
Census Data	60	7	9	21	0	0	2
Underrepresentation	-14	X	X	-5	X	X	X
Technicians							
County Workforce	40	15	19	16	1	1	8
Census Data	51	7	10	27	0	1	2
Underrepresentation	-11	X	X	-11	X	X	X
Administrative Support							
County Workforce	37	19	28	9	1	1	5
Census Data	53	10	19	15	1	0	2
Underrepresentation	-16	X	X	-6	0	X	X
Service Maintenance							
County Workforce	30	18	34	13	1	1	3
Census Data	33	10	42	12	0	0	1
Underrepresentation	-3	X	-8	X	X	X	X
Skilled Craft							
County Workforce	61	7	16	9	0	3	3
Census Data	49	6	35	7	1	0	1
Underrepresentation	X	X	-19	X	-1	X	X
Protective Services (Sworn)							
County Workforce	62	11	17	4	1	0	5
Census Data	53	15	15	10	3	0	3
Underrepresentation	X	-4	X	-6	-2	X	X
Protective Services (Non-Sworn)							
County Workforce	42	26	24	3	1	1	2
Census Data	65	1	22	8	0	0	5
Underrepresentation	-23	X	X	-5	X	X	-3

⁷ The Census Bureau categorizes ethnicity into two categories: Hispanic or Latino OR not Hispanic or Latino. The terms "Hispanic," "Latino," and "Spanish" are used interchangeably. Some respondents identify with all three terms while others may identify with only one of these three specific terms. Hispanics or Latinos who identify with the terms "Hispanic," "Latino," or "Spanish" are those who classify themselves in one of the specific Hispanic, Latino, or Spanish categories as Mexican, Puerto Rican, or Cuban. People who do not identify with one of the specific origins listed indicate that they are "another Hispanic, Latino, or Spanish origin" are those whose origins are from Spain, the Spanish-speaking countries of Central or South America, or the Dominican Republic.

AGRICULTURE/WEIGHTS & MEASURES

The Office of EEO analyzed the workforce underrepresentation within each department as of December 31, 2018. EEO compared the department's workforce statistical data from December 31, 2018 to help determine the effectiveness of the County's outreach program. The job occupational categories and definitions are listed below.

- **Officials and Administrators:** Occupations in which employees set broad policies, exercise overall responsibility for execution of these policies, or direct individual departments or special phases of the agency's operations, or provide specialized consultation on a regional, district or area basis such as Department Heads.
- **Professionals:** Occupations which require specialized and theoretical knowledge which is usually acquired through college training or through work experience and other training which provides comparable knowledge such as HR professionals, accountants, and attorneys.
- **Technicians:** Occupations which require a combination of basic scientific or technical knowledge and manual skill which can be obtained through specialized post-secondary school education or through equivalent on-the-job training. They include jobs such as laboratory analysts and civil engineering assistants.
- **Administrative Support:** Occupations in which workers are responsible for internal and external communications, recording, and retrieval of data and/or information and other paperwork required in an office such as secretaries, administrative office assistants, and police clerks.
- **Service-Maintenance:** Occupations in which workers perform duties that result in or contribute to the comfort, convenience, hygiene or safety of the general public such as maintenance workers and custodians.

**AGRICULTURE/WEIGHTS & MEASURES
2018 OUTREACH AND RECRUITMENT DATA
42 EMPLOYEES**

GENDER

Demographics By Gender	Total Department Workforce ⁸	Male (%)	Female (%)	Census Data by Job Category
Officials and Administrators				
County Workforce	2	100	0	X
Census Data	X	58	42	82,930
Underrepresentation	X	X	-42	X
Professionals				
County Workforce	8	50	50	X
Census Data	X	46	54	108,045
Underrepresentation	X	X	-4	X
Technicians				
County Workforce	13	85	15	X
Census Data	X	51	49	13,265
Underrepresentation	X	X	-34	X
Administrative Support				
County Workforce	3	0	100	X
Census Data	X	38	62	141,985
Underrepresentation	X	-38	X	X
Service Maintenance				
County Workforce	16	56	44	X
Census Data	X	58	42	122,730
Underrepresentation	X	-2	X	X

⁸ The total number of people who had worked for the County at least one day during the 2018 calendar year.

**AGRICULTURE/WEIGHTS & MEASURES
2018 OUTREACH AND RECRUITMENT DATA
42 EMPLOYEES
RACE AND ETHNICITY**

Demographics by Race and Ethnicity ⁹	White (%)	Black (%)	Hispanic (%)	Asian (%)	Native Hawaiian/ Pacific Islander (%)	American Indian/ Alaska Native (%)	Two or more Races (%)
Officials and Administrators							
County Workforce	100	0	0	0	0	0	0
Census Data	66	7	10	14	1	0	2
Underrepresentation	X	-7	-10	-14	-1	X	-2
Professionals							
County Workforce	87	0	13	0	0	0	0
Census Data	60	7	9	21	0	0	2
Underrepresentation	X	-7	X	-21	X	X	-2
Technicians							
County Workforce	46	15	23	8	0	0	8
Census Data	51	7	10	27	0	1	2
Underrepresentation	-5	X	X	-19	0	-1	X
Administrative Support							
County Workforce	67	0	0	0	0	33	0
Census Data	53	10	19	15	1	0	2
Underrepresentation	X	-10	-19	-15	-1	X	-2
Service Maintenance							
County Workforce	56	0	19	13	0	6	6
Census Data	33	10	42	12	0	0	1
Underrepresentation	X	-10	-23	X	X	X	X

⁹ The Census Bureau categorizes ethnicity into two categories: Hispanic or Latino OR not Hispanic or Latino. The terms "Hispanic," "Latino," and "Spanish" are used interchangeably. Some respondents identify with all three terms while others may identify with only one of these three specific terms. Hispanics or Latinos who identify with the terms "Hispanic," "Latino," or "Spanish" are those who classify themselves in one of the specific Hispanic, Latino, or Spanish categories as Mexican, Puerto Rican, or Cuban. People who do not identify with one of the specific origins listed indicate that they are "another Hispanic, Latino, or Spanish origin" are those whose origins are from Spain, the Spanish-speaking countries of Central or South America, or the Dominican Republic.



CONTRA COSTA COUNTY AGRICULTURE / WEIGHTS AND MEASURES OUTREACH AND RECRUITMENT PLAN FY 2019-2020

Issue: The Board of Supervisors remains committed to maintaining a diverse and inclusive workforce which is reflective of the communities that we serve. As of December 31, 2018, the County's workforce statistical data indicate the following:

- Females are underrepresented in Officials and Administrators, Professionals, and Technicians positions
- Males are underrepresented in Administrative Support positions
- Whites are underrepresented in Technicians positions
- Blacks are underrepresented in Officials and Administrators, Professionals, Administrative Support, and Service Maintenance positions
- Hispanics are underrepresented in Officials and Administrators, Administrative Support, and Service Maintenance positions
- Asians are underrepresented in Officials and Administrators, Professionals, Technicians, and Administrative Support positions

We can only hire people licensed to do work in the majority of the positions in our department. All of our technicians (Biologists and Weights and Measures Inspectors), professionals, and officials and administrators require specific state licensing. When we are recruiting for our Biologists, Inspectors and supervisors, job announcements are sent to every qualified and licensed individual, which ensures that we are reaching the broadest qualified candidate pool possible. We get this list from the California Department of Food and Agriculture County Liaison office every time we have an opening. For job positions where state licensing is not required we will do more outreach in the community.

Objective: Increase the applicant flow of underrepresented groups within our workforce by conducting specific outreach and recruitment efforts to candidates who meet the minimum qualifications by encouraging them to apply for the vacant positions within the Agriculture / Weights and Measures Department.

Message: The Agriculture / Weights and Measures Department will target outreach efforts to online websites that serve underrepresented groups. We will electronically send these organizations open vacancies within the department during the fiscal year. This proactive measure will help to create a more diverse applicant pool of qualified candidates to apply for departmental vacancies.

Tools: The Agriculture department will disseminate information to the general public through our website as well as local community colleges and universities to get more people aware of what the Agriculture department does and what they need to do to be qualified to apply to the department. We will continue to utilize websites geared towards helping underrepresented people find employment when possible. When hiring for our licensed positions, the department gets a list of all licensees and ensures that everyone who is qualified receives notification of the job opening and how to apply.

Message Distribution

STRATEGY	ELEMENT	TASKS
Research employment websites and register to join the online community.	Internet/Computer	Register with websites such as womenforhire.com
Increase awareness about the different positions in our department and what the job qualifications for those positions are and how to get those qualifications.	Internet/Computer	Keep information updated for job qualifications, job descriptions, and licensing information to our department's website.
Target all underrepresented that possess a state inspector/biologist license, weights and measures inspector license, and supervisory licensing.	Personal contact	Mail or email all job announcements to all qualified individuals in order to expand the opportunity for qualified females.
Network with local Community Colleges and Universities to increase the applicant pool and explain the Department of Agriculture and Weights recruitment mission and goals.	Personal contact/publications	Develop content that highlights what the department does and the employment opportunities.

Contact: Ralph Fonseca, Agricultural Biologist/Weights and Measures Inspector III
ralph.fonseca@ag.cccounty.us

ANIMAL SERVICES

The Office of EEO analyzed the workforce underrepresentation within each department as of December 31, 2018. EEO compared the department's workforce statistical data from December 31, 2018 to help determine the effectiveness of the County's outreach program. The job occupational categories and definitions are listed below.

- **Officials and Administrators:** Occupations in which employees set broad policies, exercise overall responsibility for execution of these policies, or direct individual departments or special phases of the agency's operations, or provide specialized consultation on a regional, district or area basis such as Department Heads.
- **Professionals:** Occupations which require specialized and theoretical knowledge which is usually acquired through college training or through work experience and other training which provides comparable knowledge such as HR professionals, accountants, and attorneys.
- **Technicians:** Occupations which require a combination of basic scientific or technical knowledge and manual skill which can be obtained through specialized post-secondary school education or through equivalent on-the-job training. They include jobs such as laboratory analysts and civil engineering assistants.
- **Administrative Support:** Occupations in which workers are responsible for internal and external communications, recording, and retrieval of data and/or information and other paperwork required in an office such as secretaries, administrative office assistants, and police clerks.
- **Service-Maintenance:** Occupations in which workers perform duties that result in or contribute to the comfort, convenience, hygiene or safety of the general public such as maintenance workers and custodians.

**ANIMAL SERVICES
2018 OUTREACH AND RECRUITMENT DATA
69 EMPLOYEES**

GENDER

Demographics By Gender	Total Department Workforce ¹⁰	Male (%)	Female (%)	Working-Age Population by Job Category
Officials and Administrators				
County Workforce	2	50	50	X
Working-Age	X	58	42	82,930
Underrepresentation	X	-8	X	X
Professionals				
County Workforce	7	86	14	X
Working-Age	X	46	54	108,045
Underrepresentation	X	X	-40	X
Technicians				
County Workforce	29	44	56	X
Working-Age	X	51	49	13,265
Underrepresentation	X	-7	X	X
Administrative Support				
County Workforce	18	6	94	X
Working-Age	X	38	62	141,985
Underrepresentation	X	-32	X	X
Service Maintenance				
County Workforce	13	54	46	X
Working-Age	X	58	42	122,730
Underrepresentation	X	-4	X	X

¹⁰ The total number of people who had worked for the County at least one day during the 2018 calendar year.

**ANIMAL SERVICES
2018 OUTREACH AND RECRUITMENT DATA
69 EMPLOYEES**

RACE AND ETHNICITY

Demographics by Race and Ethnicity ¹¹	White (%)	Black (%)	Hispanic (%)	Asian (%)	Native Hawaiian/Pacific Islander (%)	American Indian/Alaska Native (%)	2 or more Races (%)
Officials and Administrators							
County Workforce	50	0	50	0	0	0	0
Working-Age	66	7	10	14	1	0	2
Underrepresentation	-16	-7	X	-14	-1	X	-2
Professionals							
County Workforce	71	0	29	0	0	0	0
Working-Age	60	7	9	21	0	0	2
Underrepresentation	X	-7	X	-21	X	X	-2
Technicians							
County Workforce	63	3	24	3	7	0	0
Working-Age	51	7	10	27	0	1	2
Underrepresentation	X	-4	X	-24	X	-1	-2
Administrative Support							
County Workforce	50	6	28	6	5	0	5
Working-Age	53	10	19	15	1	0	2
Underrepresentation	-3	-4	X	-9	X	X	X
Service Maintenance							
County Workforce	38	8	31	15	0	8	0
Working-Age	33	10	42	12	0	0	1
Underrepresentation	X	-2	-11	X	X	X	-1

¹¹ The Census Bureau categorizes ethnicity into two categories: Hispanic or Latino OR not Hispanic or Latino. The terms "Hispanic," "Latino," and "Spanish" are used interchangeably. Some respondents identify with all three terms while others may identify with only one of these three specific terms. Hispanics or Latinos who identify with the terms "Hispanic," "Latino," or "Spanish" are those who classify themselves in one of the specific Hispanic, Latino, or Spanish categories as Mexican, Puerto Rican, or Cuban. People who do not identify with one of the specific origins listed indicate that they are "another Hispanic, Latino, or Spanish origin" are those whose origins are from Spain, the Spanish-speaking countries of Central or South America, or the Dominican Republic.



**CONTRA COSTA COUNTY
ANIMAL SERVICES
EQUAL EMPLOYMENT OPPORTUNITY
OUTREACH AND RECRUITMENT PLAN
FY 2019/20**

Issue: The Board of Supervisors remains committed to maintaining a diverse and inclusive workforce which is reflective of the communities that we serve. As of December 31, 2018, the County's workforce statistical data indicate the following:

- Females are underrepresented in Officials and Administrators positions.
- Males are underrepresented in Officials and Administrator, Technical and Administrative Support positions.
- Whites are underrepresented in Officials and Administrators positions.
- Blacks are underrepresented in Officials and Administrators and Professionals positions.
- Hispanics are underrepresented in Service Maintenance positions.
- Asians are underrepresented in Officials and Administrators, Professionals, Technical, and Administrative Support positions

Objective: Increase outreach to the local minority workforce population, specifically for underrepresented areas within the Animal Service Department (ASD) divisions. The ASD will continue to create positive and sustainable partnerships with the local Community College District and Community Based Organizations (CBOs) to ensure that the department informs the community on department vacancies.

Message: The ASD will become an active partner in the community by establishing strong relationships with County and community vocational programs on all department career opportunities. The Department strives to continue to outreach and engage with the local community to enhance and promote a diversified workforce.

Tools: Continually update Animal Services website.
Utilize Animal Services Social Media websites.
Attend and participate in local job and community events.

Distribute department brochures and literature.

Message Distribution

STRATEGY	ELEMENT	TASKS
Participate in community events and job fairs.	Outreach & Engagement	<p>ASD will continue to participate in local community events that target underserved populations.</p> <p><u>Community Events:</u></p> <ul style="list-style-type: none"> • Bark in the Park, Brentwood CA • Safety Fairs, County Wide • Road Runner Run Club, Pleasant Hill CA • Veteran’s Stand Down, Antioch CA • Project Homeless Connect • and other scheduled community events posted on the Department’s website <p><u>Job Fairs:</u></p> <ul style="list-style-type: none"> • Contra Costa County Workforce Development Board Job Fairs • Local Police Academies
Establish competitive salaries for Animal Services Field Operations unit.	Economic	The Animal Services Department (ASD) has implemented recruitment locations to increase job announcement views to increase applicant pools. ASD established an external competitive salary study for our Animal Services classifications in 2017 to increase the department’s recruitment and staff retention.
Distribute brochures and employment opportunities for outreach and recruitment to minorities.	Recruitment	The Animal Services Department (ASD) will continue to collaborate with local community based organizations and agencies on employment recruitments. ASD has continuously promoted employment opportunities to these organizations.

		<p><u>Community Based Organizations:</u></p> <ul style="list-style-type: none"> • Workforce Development Board: East Bay Works • Opportunity Junction, Antioch CA • Contra Costa Community College District
<p>Register and post Animal Services Department vacancies online, to reach a broad section of minorities</p>	<p>Electronic</p>	<p>Animal Services has also expanded its employment recruitment efforts through social media:</p> <ul style="list-style-type: none"> • Facebook • Twitter • LinkedIn <p>Register and post vacancies on large job recruitment websites through the Contra Costa Human Resources Department:</p> <ul style="list-style-type: none"> • Indeed.com • Monster.com • Glassdoor.com

Contact: Arturo Castillo. Administrative Services Officer
arturo.castillo@asd.cccounty.us

ASSESSOR

The Office of EEO analyzed the workforce underrepresentation within each department as of December 31, 2018. EEO compared the department's workforce statistical data from December 31, 2018 to help determine the effectiveness of the County's outreach program. The job occupational categories and definitions are listed below.

- **Officials and Administrators:** Occupations in which employees set broad policies, exercise overall responsibility for execution of these policies, or direct individual departments or special phases of the agency's operations, or provide specialized consultation on a regional, district or area basis such as Department Heads.
- **Professionals:** Occupations which require specialized and theoretical knowledge which is usually acquired through college training or through work experience and other training which provides comparable knowledge such as HR professionals, accountants, and attorneys.
- **Technicians:** Occupations which require a combination of basic scientific or technical knowledge and manual skill which can be obtained through specialized post-secondary school education or through equivalent on-the-job training. They include jobs such as laboratory analysts and civil engineering assistants.
- **Administrative Support:** Occupations in which workers are responsible for internal and external communications, recording, and retrieval of data and/or information and other paperwork required in an office such as secretaries, administrative office assistants, and police clerks.

**ASSESSOR
2018 OUTREACH AND RECRUITMENT DATA
100 EMPLOYEES**

GENDER

Demographics By Gender	Total Department Workforce ¹²	Male (%)	Female (%)	Working-Age Population by Job Category
Officials and Administrators				
County Workforce	3	33	67	X
Working-Age	X	58	42	82,930
Underrepresentation	X	-25	25	X
Professionals				
County Workforce	49	53	47	X
Working-Age	X	46	54	108,045
Underrepresentation	X	X	-7	X
Technicians				
County Workforce	6	33	67	X
Working-Age	X	51	49	13,265
Underrepresentation	X	-18	X	X
Administrative Support				
County Workforce	42	7	93	X
Working-Age	X	38	62	141,985
Underrepresentation	X	-31	X	X

¹² The total number of people who had worked for the County at least one day during the 2018 calendar year.

**ASSESSOR
2018 OUTREACH AND RECRUITMENT DATA
100 EMPLOYEES**

RACE AND ETHNICITY

Demographics by Race and Ethnicity ¹³	White (%)	Black (%)	Hispanic (%)	Asian (%)	Native Hawaiian/ Pacific Islander (%)	American Indian/ Alaska Native (%)	2 or More Races (%)
Officials and Administrators							
County Workforce	67	0	0	0	0	0	33
Working-Age	66	7	10	14	1	0	2
Underrepresentation	X	-7	-10	-14	X	X	X
Professionals							
County Workforce	70	2	4	6	0	2	16
Working-Age	60	7	9	21	0	0	2
Underrepresentation	X	X	X	-15	X	X	X
Technicians							
County Workforce	33	17	0	50	0	0	0
Working-Age	51	7	10	27	0	1	2
Underrepresentation	-18	X	-10	X	0	X	X
Administrative Support							
County Workforce	57	14	12	12	0	0	5
Working-Age	53	10	19	15	1	0	2
Underrepresentation	X	X	-7	X	X	X	X

¹³ The Census Bureau categorizes ethnicity into two categories: Hispanic or Latino OR not Hispanic or Latino. The terms "Hispanic," "Latino," and "Spanish" are used interchangeably. Some respondents identify with all three terms while others may identify with only one of these three specific terms. Hispanics or Latinos who identify with the terms "Hispanic," "Latino," or "Spanish" are those who classify themselves in one of the specific Hispanic, Latino, or Spanish categories as Mexican, Puerto Rican, or Cuban. People who do not identify with one of the specific origins listed indicate that they are "another Hispanic, Latino, or Spanish origin" are those whose origins are from Spain, the Spanish-speaking countries of Central or South America, or the Dominican Republic.



**CONTRA COSTA COUNTY
OFFICE OF THE ASSESSOR
OUTREACH AND RECRUITMENT PLAN
FY 2019-2020**

Issue: The Board of Supervisors remains committed to maintain a diverse and inclusive workforce which is reflective of the communities that we serve. As of December 31, 2018, the Office of the Assessor's workforce statistical data indicate the following:

- Males are underrepresented in Official and Administrator, Technician and Administrative Support positions;
- Females are underrepresented in Professional positions;
- Blacks, Hispanics, and Asians are underrepresented in Official and Administrator positions;
- Asians are underrepresented in Professional positions;
- Hispanics and Whites are underrepresented in Technician positions; and
- Hispanics are underrepresented in Administrative Support positions.

Objective: Increase the applicant flow of underrepresented groups within our workforce by conducting specific outreach and recruitment efforts to Community Based Organizations, Professional Groups and online recruitment sites who serve the populations listed above.

Message: The Office of the Assessor will conduct strategic outreach efforts to community/faith based organizations, professional groups and online websites that serve those populations where we have underrepresentation. We will electronically send these organizations all open vacancies within the department during the fiscal year. This proactive measure will help to create a more diverse applicant pool of qualified candidates to apply for departmental vacancies.

- Tools:**
- Community based organizations to reach out to men and women
 - Local colleges and universities
 - Distribute to various applicable professional groups
 - Post job vacancies on websites and job centers

Message Distribution

STRATEGY	ELEMENT	TASKS
Partner with community based organizations to reach out to males and females to apply for Technical and Administrative Support positions within our workforce	Personal Contact	Connect with: <ul style="list-style-type: none"> • Men and Women of Purpose • Shelter, Inc. • East Bay Goodwill
Register to join the online community	Electronic Publication	Register with websites such as womenforhire.com , www.wib-i-com and careerwomen.com to reach women who are interested in Professional positions
Utilize job search websites to reach a broader pool of applicants interested in employment in the public sector.	Electronic Publication	Post job vacancies on glasdoor.com , indeed.com , bayareajobfinder.com ; and/or governmentjobs.com
Utilize online networks to reach the Hispanic, Asian, and Black communities	Electronic Publication	Post job vacancies on the Professional Diversity Network
Coordinate with Hispanic, Asian, and Black organizations to reach those interested in Officials and Administration, Professional, and Technician positions at the Assessor's Office	Personal Contact	Connect with: <ul style="list-style-type: none"> • Hispanic Chamber of Commerce • Lao Family Community Development • East County NAACP
Connect with California Community Colleges and Adult Schools	Electronic Publication	Reach out to local colleges (such as DVC, Los Medanos, Cal State East Bay, and Contra Costa College, Contra Costa Adult Education) to post job vacancies
Work with subject matter experts to connect with professional groups in order	Electronic Publication	Distribute announcements to applicable professional groups (such as California

to reach individuals interested in Official and Administrator, Technician, and Professional positions		State Association of Counties and California Assessors' Association) and distribute to other County Assessor's Offices in the State.
Utilize community job centers and resources	Publication/Print	Post job openings at Workforce Development Board East Bay Works One-Stop Career Center locations

Contact: Danielle Gomez – Administrative Services Assistant II
danielle.gomez@assr.cccounty.us

AUDITOR-CONTROLLER

The Office of EEO analyzed the workforce underrepresentation within each department as of December 31, 2018. EEO compared the department's workforce statistical data from December 31, 2018 to help determine the effectiveness of the County's outreach program. The job occupational categories and definitions are listed below.

- **Officials and Administrators**: Occupations in which employees set broad policies, exercise overall responsibility for execution of these policies, or direct individual departments or special phases of the agency's operations, or provide specialized consultation on a regional, district or area basis such as Department Heads.
- **Professionals**: Occupations, which require specialized and theoretical knowledge, which is usually acquired through college training or through work experience and other training, which provides comparable knowledge such as HR professionals, accountants, and attorneys.
- **Administrative Support**: Occupations in which workers are responsible for internal and external communications, recording, and retrieval of data and/or information and other paperwork required in an office such as secretaries, administrative office assistants, and police clerks.

**AUDITOR – CONTROLLER
2018 OUTREACH AND RECRUITMENT DATA
44 EMPLOYEES**

GENDER

Demographics By Gender	Total Department Workforce ¹⁴	Male (%)	Female (%)	Working-Age Population by Job Category
Officials and Administrators				
County Workforce	1	100	0	X
Working-Age	X	58	42	82,930
Underrepresentation	X	X	-42	X
Professionals				
Professionals	26	31	69	X
Working-Age	X	46	54	108,045
Underrepresentation	X	-15	X	X
Administrative Support				
Administrative Support	17	12	88	X
Working-Age	X	38	62	141,985
Underrepresentation	X	-26	X	X

¹⁴ The total number of people who had worked for the County at least one day during the 2018 calendar year.

**AUDITOR-CONTROLLER
2018 OUTREACH AND RECRUITMENT DATA
44 EMPLOYEES**

RACE AND ETHNICITY

Demographics by Race and Ethnicity ¹⁵	White (%)	Black (%)	Hispanic (%)	Asian (%)	Native Hawaiian/Pacific Islander (%)	American Indian Alaska Native (%)	Two or More Races (%)
Officials and Administrators							
County Workforce	0	0	0	0	0	0	100
Working-Age	66	7	10	14	1	0	2
Underrepresentation	-66	-7	-10	-14	-1	X	X
Professionals							
County Workforce	31	8	15	27	4	0	15
Working-Age	60	7	9	21	0	0	2
Underrepresentation	-29	X	X	X	X	X	X
Administrative Support							
County Workforce	29	18	24	6	0	6	18
Working-Age	53	10	19	15	1	0	2
Underrepresentation	-24	X	X	-9	-1	X	X

¹⁵ The Census Bureau categorizes ethnicity into two categories: Hispanic or Latino OR not Hispanic or Latino. The terms "Hispanic," "Latino," and "Spanish" are used interchangeably. Some respondents identify with all three terms while others may identify with only one of these three specific terms. Hispanics or Latinos who identify with the terms "Hispanic," "Latino," or "Spanish" are those who classify themselves in one of the specific Hispanic, Latino, or Spanish categories as Mexican, Puerto Rican, or Cuban. People who do not identify with one of the specific origins listed indicate that they are "another Hispanic, Latino, or Spanish origin" are those whose origins are from Spain, the Spanish-speaking countries of Central or South America, or the Dominican Republic.

**CONTRA COSTA COUNTY
OFFICE OF THE AUDITOR-CONTROLLER
OUTREACH AND RECRUITMENT PLAN
FY 2019-20**

Issue: The Board of Supervisors remains committed to maintain a diverse and inclusive workforce, which is reflective of the communities that we serve. As of December 31, 2018, the Office of the Auditor-Controller workforce statistical data indicates the following:

- Females are underrepresented in the Officials and Administrators by 42%.
- Males are underrepresented in Professional positions by 15%
- Males are underrepresented in Administrative Support positions by 26%.
- In the Officials and Administrators the underrepresentation is: Whites 66%, Blacks 7%, Hispanics 10%, and Asians 14%.
- Whites are underrepresented in Professional positions by 29%.
- Asians are underrepresented in Administrative Support positions by 9% and Whites are underrepresented by 24%

Objective: Work with Human Resources to increase the applicant flow of underrepresented groups within our Office by encouraging underrepresented classes to apply for vacant positions. Help Human Resources create diversified applicant pools to fill vacancies with the Office through increased outreach.

Message: The Office of the Auditor-Controller will continue to work with the Human Resources Department to strengthen its outreach efforts. The Auditor-Controller's Office is committed to conducting strategic and targeted outreach to meet both the county and department outreach goals, as determined by the Office of Equal Employment Opportunity. The Office will continue to conduct strategic outreach efforts to community based organizations, professional groups, and online websites that serve those populations where we have underrepresentation.

Tools: Community Organizations such as the Chamber of Commerce
Professional websites such as the California Auditor-Controller's State Association, California State Association of Counties (CSAC).
Recruiting websites such as Ziprecruiter, Monster, and Indeed.
Local junior colleges and universities.

Message Distribution

STRATEGY	ELEMENT	TASKS
Partner with professional organizations to reach out to the underrepresented groups of the office and apply for Professional and Administrative Support positions within the Office.	Personal Contact	Create professional relationships and partner with local colleges such as DVC, Los Medanos, Cal State East Bay, and local high schools
Attend job and career fairs geared towards helping the underrepresented groups of the office find employment both in Professional and Administrative Support positions.	Personal Contact	Work with Human Resources to attend at least 2 job and career fairs during the fiscal year
Partner with community based organizations who the underrepresented groups of the office and who are interested in working in Administrative Support positions.	Personal Contact	Partner with the Office of EEO to reach our specific audience
Post job notices to the State Association of County Auditor's website	Publication/Print Media/Electronic	When notified of job announcements post to website
Post job notices to the California State Association of Counties (CSAC) website	Publication/Print Media/Electronic	When notified of job announcements post to website
Notify Walnut Creek, Lafayette, Orinda Chambers of Commerce and request they post job announcements	Publication/Print Media/Electronic	When notified of job announcements email

Email job vacancies to local colleges and universities and to career counselors within the local college and university system	Publication/Print Media/Electronic	When notified of job announcements email
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Implement an Internship Program	Personal Contract	Develop an internship program to attract college students interested in a career in public accounting/auditing
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Contact: Bob Campbell. Auditor-Controller Contra Costa County
Bob.Campbell@ac.cccounty.us

CHILD SUPPORT SERVICES

The Office of EEO analyzed the workforce underrepresentation within each department as of December 31, 2018. EEO compared the department's workforce statistical data from December 31, 2018 to help determine the effectiveness of the County's outreach program. The job occupational categories and definitions are listed below.

- **Officials and Administrators**: Occupations in which employees set broad policies, exercise overall responsibility for execution of these policies, or direct individual departments or special phases of the agency's operations, or provide specialized consultation on a regional, district or area basis such as Department Heads.
- **Professionals**: Occupations, which require specialized and theoretical knowledge, which is usually acquired through college training or through work experience and other training, which provides comparable knowledge such as HR professionals, accountants, and attorneys.
- **Technicians**: Occupations, which require a combination of basic scientific or technical knowledge and manual skill, which can be obtained through specialized post-secondary school education or through equivalent on-the-job training. They include jobs such as laboratory analysts and civil engineering assistants.
- **Administrative Support**: Occupations in which workers are responsible for internal and external communications, recording, and retrieval of data and/or information and other paperwork required in an office such as secretaries, administrative office assistants, and police clerks.

**CHILD SUPPORT SERVICES
2018 OUTREACH AND RECRUITMENT DATA
125 EMPLOYEES**

GENDER

Demographics By Gender	Total Department Workforce ¹⁶	Male (%)	Female (%)	Working-Age Population by Job Category
Officials and Administrators				
County Workforce	3	33	67	X
Working-Age	X	58	42	82,930
Underrepresentation	X	-25	X	X
Professionals				
County Workforce	21	24	76	X
Working-Age	X	46	54	108,045
Underrepresentation	X	-22	X	X
Technicians				
County Workforce	4	75	25	X
Working-Age	X	51	49	13,265
Underrepresentation	X	X	-24	X
Administrative Support				
County Workforce	97	19	81	X
Working-Age	X	38	62	141,985
Underrepresentation	X	-19	X	X

¹⁶ The total number of people who had worked for the County at least one day during the 2018 calendar year.

**CHILD SUPPORT SERVICES
2018 OUTREACH AND RECRUITMENT DATA
125 EMPLOYEES**

RACE AND ETHNICITY

Demographics by Race and Ethnicity ¹⁷	White (%)	Black (%)	Hispanic (%)	Asian (%)	Native Hawaiian/Pacific Islander (%)	American Indian/Alaska Native (%)	2 or more Races (%)
Officials and Administrators							
County Workforce	100	0	0	0	0	0	0
Working-Age	66	7	10	14	1	0	2
Underrepresentation	X	-7	-10	-14	-1	0	-2
Professionals							
County Workforce	85	5	5	5	0	0	0
Working-Age	60	7	9	21	0	0	2
Underrepresentation	X	-2	-4	-16	0	0	-2
Technicians							
County Workforce	25	25	25	0	0	0	25
Working-Age	51	7	10	27	0	1	2
Underrepresentation	-26	X	X	-27	0	-1	X
Administrative Support							
County Workforce	47	17	24	7	0	0	5
Working-Age	53	10	19	15	1	0	2
Underrepresentation	-6	X	X	-8	-1	0	X

¹⁷ The Census Bureau categorizes ethnicity into two categories: Hispanic or Latino OR not Hispanic or Latino. The terms "Hispanic," "Latino," and "Spanish" are used interchangeably. Some respondents identify with all three terms while others may identify with only one of these three specific terms. Hispanics or Latinos who identify with the terms "Hispanic," "Latino," or "Spanish" are those who classify themselves in one of the specific Hispanic, Latino, or Spanish categories as Mexican, Puerto Rican, or Cuban. People who do not identify with one of the specific origins listed indicate that they are "another Hispanic, Latino, or Spanish origin" are those whose origins are from Spain, the Spanish-speaking countries of Central or South America, or the Dominican Republic.



**CHILD SUPPORT SERVICES
OUTREACH AND RECRUITMENT PLAN
FY 2019- FY 2020**

Issue: The Board of Supervisors remains committed to maintain a diverse and inclusive workforce which is reflective of the communities that we serve. As of December 31, 2018, the Department of Child Support Services is under represented in the following areas:

- Males for each job category except the Technicians.
- Females in the Technicians job category.
- Whites are under-represented in the Technicians job category.
- Blacks are under-represented in the Officials and Administrators job category.
- Hispanics are under-represented in the Officials and Administrators job category.
- Asians are under-represented in all job categories.

Objective: Increase the visibility of males within the workforce. Increase the visibility of females in the Technician workforce. Target Asian, Black, Hispanic, and White populations in an attempt to mitigate current trends of under representation. The Department will work to more broadly market and promote job vacancies.

Message: The Department will utilize social media and online resources to reach a broad candidate pool. The Department will increase the scope of its marketing in the community in order to create a more diverse applicant pool of qualified candidates.

**Outreach
Tools:**

YOU TUBE Video
Social Media
Community Outreach
Job Fairs
Digital Bill Board Advertising

Message Distribution

Strategy	Element	Tasks
Use employee testimonial video and post to the Department's webpage	Electronic Media	Link the YOU TUBE video of incumbent employees in the underrepresented groups, explaining the duties of the open positions to the County HR webpage job posting to the Department's webpage.
Utilize social media to expand exposure of open job opportunities	Electronic Media	Post link to open job opportunities on the Department's Facebook page. Continually monitor to address potential candidate feedback
Conduct outreach to local community groups, targeting groups specific Asian, Hispanic and African-American populations.	Electronic Media	Build community partnerships and provide electronic job postings for distribution during open recruitment periods. Will target Shelter, Inc and local Salvation Army chapter for male and African-American outreach, Asian Business League of San Francisco for Asian outreach, Monument Impact for Hispanic outreach.
Create brochure which explains the department of Child Support Services' outreach and recruitment mission and goals	Publication Print Media	Partner with the County Workforce Development Board to distribute brochures to local job fairs and local job centers
Coordinate digital bill board advertising with open recruitments	Advertising	Post job opportunities via digital billboards in Contra Costa County; utilize marketing materials that specifically target males of current under-represented groups.

Contact: Sarah Bunnell, Administrative Services Officer at 925-313-4433

CLERK-RECORDER-ELECTIONS

The Office of EEO analyzed the workforce underrepresentation within each department as of December 31, 2018. EEO compared the department's workforce statistical data from December 31, 2018 to help determine the effectiveness of the County's outreach program. The job occupational categories and definitions are listed below.

- **Officials and Administrators**: Occupations in which employees set broad policies, exercise overall responsibility for execution of these policies, or direct individual departments or special phases of the agency's operations, or provide specialized consultation on a regional, district or area basis such as Department Heads.
- **Professionals**: Occupations, which require specialized and theoretical knowledge, which is usually acquired through college training or through work experience and other training, which provides comparable knowledge such as HR professionals, accountants, and attorneys.
- **Technicians**: Occupations, which require a combination of basic scientific or technical knowledge and manual skill, which can be obtained through specialized post-secondary school education or through equivalent on-the-job training. They include jobs such as laboratory analysts and civil engineering assistants.
- **Administrative Support**: Occupations in which workers are responsible for internal and external communications, recording, and retrieval of data and/or information and other paperwork required in an office such as secretaries, administrative office assistants, and police clerks.

**CLERK- RECORDER- ELECTIONS
2018 OUTREACH AND RECRUITMENT DATA
98 EMPLOYEES**

GENDER

Demographics By Gender	Total Department Workforce ¹⁸	Male (%)	Female (%)	Working-Age Population by Job Category
Officials and Administrators				
County	2	50	50	X
Working-Age	X	58	42	82,930
Underrepresent	X	-8	X	X
Professionals				
County	6	17	83	X
Working-Age	X	46	54	108,045
Underrepresent	X	-29	X	X
Technicians				
County	4	75	25	X
Working-Age	X	51	49	13,265
Underrepresent	X	X	-24	X
Administrative Support				
County	86	31	69	X
Working-Age	X	38	62	141,985
Underrepresent	X	-7	X	X

¹⁸ The total number of people who had worked for the County at least one day during the 2018 calendar year.

**CLERK RECORDER-ELECTIONS
2018 OUTREACH AND RECRUITMENT DATA
98 EMPLOYEES**

RACE AND ETHNICITY

Demographics by Race and Ethnicity ¹⁹	White (%)	Black (%)	Hispanic (%)	Asian (%)	Native Hawaiian/ Pacific Islander (%)	American Indian/ Alaska Native (%)	2 or more Races (%)
Officials and Administrators							
County Workforce	100	0	0	0	0	0	0
Working-Age	66	7	10	14	1	0	2
Underrepresentation	X	-7	-10	-14	-1	0	-2
Professionals							
County Workforce	83	0	17	0	0	0	0
Working-Age	60	7	9	21	0	0	2
Underrepresentation	X	-7	X	-21	0	0	-2
Technicians							
County Workforce	25	0	25	25	0	0	25
Working-Age	51	7	10	27	0	1	2
Underrepresentation	-26	-7	X	-2	0	-1	X
Administrative Support							
County Workforce	44	16	29	5	2	2	2
Working-Age	53	10	19	15	1	0	2
Underrepresentation	-9	X	X	-10	X	X	0

¹⁹ The Census Bureau categorizes ethnicity into two categories: Hispanic or Latino OR not Hispanic or Latino. The terms "Hispanic," "Latino," and "Spanish" are used interchangeably. Some respondents identify with all three terms while others may identify with only one of these three specific terms. Hispanics or Latinos who identify with the terms "Hispanic," "Latino," or "Spanish" are those who classify themselves in one of the specific Hispanic, Latino, or Spanish categories as Mexican, Puerto Rican, or Cuban. People who do not identify with one of the specific origins listed indicate that they are "another Hispanic, Latino, or Spanish origin" are those whose origins are from Spain, the Spanish-speaking countries of Central or South America, or the Dominican Republic.



CONTRA COSTA COUNTY CLERK-RECORDER-ELECTIONS DEPARTMENT OUTREACH AND RECRUITMENT PLAN FY 2019-2020

Issue: The Clerk-Recorder-Elections Department remains committed to maintaining a diverse and inclusive workforce reflective of the communities we serve. As of December 31, 2018, the County's workforce statistical data indicate the following for the Clerk-Recorder-Elections Department:

- Males are underrepresented in Officials and Administrators, Professionals, and Administrative Support positions;
- Females are underrepresented in Technical positions;
- Whites are underrepresented in Technical and Administrative Support positions;
- Blacks are underrepresented in Officials and Administrators, Professionals, and Technical positions;
- Hispanics are underrepresented in Officials and Administrators positions;
- Asians are underrepresented in Officials and Administrators, Professionals, and Administrative Support positions.

Objective: Increase the applicant flow of underrepresented groups within our workforce by conducting specific outreach and recruitment efforts to Community/Faith Based Organizations, professional groups, and online recruitment sites who serve the populations listed above.

Message: On behalf of the Clerk-Recorder-Elections Department, the Human Resources unit will conduct strategic outreach efforts to community/faith based organizations, professional groups, and online websites that serve those populations where we may be underrepresented. These organizations will be provided information about open vacancies within the department. This proactive measure will help to create a more diverse applicant pool of qualified candidates to apply for departmental vacancies.

- Tools:** Community/faith based organizations
 Local job fairs and career days
 Local colleges and universities
 Websites geared towards helping men and women find employment
 Create and distribute informational brochures

Message Distribution

STRATEGY	ELEMENT	TASKS
Partner with professional organizations to reach out to males and females to apply for Officials and Administrators, Professional, Technical, and Admin. Support positions within our workforce	Personal Contact	Create professional relationships and partner with local colleges such as DVC, Los Medanos, and Cal State East Bay
Attend job and career fairs geared toward helping males and females find employment	Personal Contact	Attend job and career fairs during the fiscal year; focus on distributing information about the department's vacancies
Partner with community based organizations who serve males who are interested in working in the Officials and Administrators, Professionals and Administrative Support fields and females interested in Technical positions	Personal Contact	Partner with the Salvation Army, Men and Women of Purpose and Community Churches to reach our specific audiences
Research employment websites and register to join the online community	Internet/Computer	Register with websites such as womenforhire.com and careerwomen.com to reach women

Contact: Debi Cooper, Deputy County Clerk-Recorder
 925-335-7899

CONSERVATION AND DEVELOPMENT

The Office of EEO analyzed the workforce underrepresentation within each department as of December 31, 2018. EEO compared the department's workforce statistical data from December 31, 2018 to help determine the effectiveness of the County's outreach program. The job occupational categories and definitions are listed below:

- **Officials and Administrators:** Occupations in which employees set broad policies, exercise overall responsibility for execution of these policies, or direct individual departments or special phases of the agency's operations, or provide specialized consultation on a regional, district or area basis such as Department Heads.
- **Professionals:** Occupations, which require specialized and theoretical knowledge, which is usually acquired through college training or through work experience and other training, which provides comparable knowledge such as HR professionals, accountants, and attorneys.
- **Technicians:** Occupations, which require a combination of basic scientific or technical knowledge and manual skill, which can be obtained through specialized post-secondary school education or through equivalent on-the-job training. They include jobs such as laboratory analysts and civil engineering assistants.
- **Administrative Support:** Occupations in which workers are responsible for internal and external communications, recording, and retrieval of data and/or information and other paperwork required in an office such as secretaries, administrative office assistants, and police clerks.
- **Service-Maintenance:** Occupations in which workers perform duties that result in or contribute to the comfort, convenience, hygiene or safety of the general public such as maintenance workers and custodians.

**CONSERVATION & DEVELOPMENT
2018 OUTREACH AND RECRUITMENT DATA
142 EMPLOYEES**

GENDER

Demographics By Gender	Total Department Workforce ²⁰	Male (%)	Female (%)	Working-Age Population by Job Category
Officials and Administrators				
County Workforce	7	43	57	X
Working-Age	X	58	42	82,930
Underrepresentation	X	-15	X	X
Professionals				
County Workforce	60	57	43	X
Working-Age	X	46	54	108,045
Underrepresentation	X	X	-11	X
Technicians				
County Workforce	44	73	27	X
Working-Age	X	51	49	13,265
Underrepresentation	X	X	-22	X
Administrative Support				
County Workforce	26	15	85	X
Working-Age	X	38	62	141,985
Underrepresentation	X	-23	X	X
Service Maintenance				
County Workforce	5	100	0	X
Working-Age	X	58	42	122730
Underrepresentation	X	X	-42	X

²⁰ The total number of people who had worked for the County at least one day during the 2018 calendar year.

**CONSERVATION & DEVELOPMENT
2018 OUTREACH AND RECRUITMENT DATA
142 EMPLOYEES**

RACE AND ETHNICITY

Demographics by Race and Ethnicity ²¹	White (%)	Black (%)	Hispanic (%)	Asian (%)	Native Hawaiian/Pacific Islander (%)	American Indian/Alaska Native (%)	Two or More Races (%)
Officials and Administrators							
County Workforce	72	14	0	14	0	0	0
Working-Age	66	7	10	14	1	0	2
Underrepresentation	X	X	-10	X	-1	0	-2
Professionals							
County Workforce	45	12	13	18	0	0	12
Working-Age	60	7	9	21	0	0	2
Underrepresentation	-15	X	X	-3	0	0	X
Technicians							
County Workforce	64	7	20	5	2	0	2
Working-Age	51	7	10	27	0	1	2
Underrepresentation	X	0	X	-22	X	-1	0
Administrative Support							
County Workforce	50	8	27	11	4	0	0
Working-Age	53	10	19	15	1	0	2
Underrepresentation	-3	-2	X	-4	X	0	-2
Service Maintenance							
County Workforce	40	20	40	0	0	0	0
Working-Age	33	10	42	12	0	0	1
Underrepresentation	X	X	-2	-12	0	0	-1

²¹ The Census Bureau categorizes ethnicity into two categories: Hispanic or Latino OR not Hispanic or Latino. The terms "Hispanic," "Latino," and "Spanish" are used interchangeably. Some respondents identify with all three terms while others may identify with only one of these three specific terms. Hispanics or Latinos who identify with the terms "Hispanic," "Latino," or "Spanish" are those who classify themselves in one of the specific Hispanic, Latino, or Spanish categories as Mexican, Puerto Rican, or Cuban. People who do not identify with one of the specific origins listed indicate that they are "another Hispanic, Latino, or Spanish origin" are those whose origins are from Spain, the Spanish-speaking countries of Central or South America, or the Dominican Republic.



CONSERVATION AND DEVELOPMENT OUTREACH AND RECRUITMENT PLAN FY 2019-2020

Issue: The Board of Supervisors and the Department of Conservation and Development (DCD) remain committed to maintain a diverse and inclusive workforce which is reflective of the communities that we serve. As of December 31, 2018, the County's workforce statistical data indicate the following with respect to DCD:

- Males are underrepresented in Official and Administrator and Administrative Support positions.
- Females are underrepresented in Professional, Technician and Service Maintenance positions.
- Hispanics are underrepresented in Official and Administrator positions.
- Whites are underrepresented in Professional positions.
- Asians are underrepresented in Technician and Service Maintenance positions.

Objective: Increase the applicant flow of underrepresented groups within our workforce by conducting specific outreach and recruitment efforts to Community/Faith Based Organizations, Educational Institutions, Professional Groups and online recruitment sites who serve the populations listed above.

Message: DCD will conduct strategic outreach efforts to community/faith based organizations, professional groups and online websites that serve those populations where we have underrepresentation. We will electronically send these organizations all open vacancies within the department during the fiscal year. This proactive measure will help to create a more diverse applicant pool of qualified candidates to apply for departmental vacancies.

Tools:

- Community/ faith based organizations
- Local job fairs and career days
- Local colleges and universities

- Websites that help women find employment in professional, technician and service maintenance positions
- Websites that help men find employment in administrative support positions
- Websites that help Hispanic find employment in Official and Administrator positions
- Websites that assist Asians find employment in Technical and Service Maintenance positions
- Websites that targets the hiring of existing Contra Costa County residents in order to improve representation in all underrepresented groups, including whites in Professional positions.

Message Distribution

STRATEGY	ELEMENT	TASKS
Partner with professional organizations to seek Hispanic and Asian, female and male applicants for the positions where these groups are underrepresented.	Personal Contact	Create professional relationships and partner with local colleges such as DVC, Los Medanos, Contra Costa College, Cal State East Bay and UC Berkeley.
Attend job and career fairs that assist underrepresented classes find employment.	Personal Contact	Attend job and career fairs during the fiscal year. DCD will focus on recruiting White, Hispanic and Asian males and females to distribute information about the department's vacancies.
Partner with community based organizations who serve males who are interested in working in the Administrative Support fields	Personal Contact	Partner with the Salvation Army, Rubicon, and other community based organizations to reach our specific audience
Request the assistance of current employees to let others know about the department's vacancies.	Personal Contact	Provide word-of-mouth job vacancy advertising among their families, organizations and network.

<p>Identify leading Hispanic organizations in the specific trades that DCD needs as well as community based organizations in Contra Costa County and post job announcements onto their website or offices</p>	<p>Personal Contact</p>	<p>DCD will work specifically with Society of Hispanic Professional Engineers, Region 1 California Chapter, and Labor Council for Latin American Advancement (www.lclaa.org), San Francisco and Alameda Chapters.</p>
<p>Post job vacancy announcements in newspapers and publications targeting underrepresented populations, as budget will allow.</p>	<p>Internet/Computer</p>	<p>Examples include El Observador, a Spanish language newspaper based in San Jose and circulated in the Bay Area, Monument Impact and Hispanic Chamber of Commerce of Contra Costa.</p>
<p>Research employment websites and register to join the online community.</p>	<p>Internet/Computer</p>	<p>Register with websites such as womenforhire.com; careerwomen.com; National Association for Asian American Professionals (Career Center web page); and the National Society for Hispanic Professionals to reach underrepresented groups.</p>

Contact: Kelli Zenn, Land Information Business Operations Manager
Kelli.Zenn@dcd.cccounty.us

COUNTY ADMINISTRATOR

The Office of EEO analyzed the workforce underrepresentation within each department as of December 31, 2018. EEO compared the department's workforce statistical data from December 31, 2018 to help determine the effectiveness of the County's outreach program. The job occupational categories and definitions are listed below.

- **Officials and Administrators**: Occupations in which employees set broad policies, exercise overall responsibility for execution of these policies, or direct individual departments or special phases of the agency's operations, or provide specialized consultation on a regional, district or area basis such as Department Heads.
- **Professionals**: Occupations, which require specialized and theoretical knowledge, which is usually acquired through college training or through work experience and other training, which provides comparable knowledge such as HR professionals, accountants, and attorneys.
- **Technicians**: Occupations, which require a combination of basic scientific or technical knowledge and manual skill, which can be obtained through specialized post-secondary school education or through equivalent on-the-job training. They include jobs such as laboratory analysts and civil engineering assistants.
- **Administrative Support**: Occupations in which workers are responsible for internal and external communications, recording, and retrieval of data and/or information and other paperwork required in an office such as secretaries, administrative office assistants, and police clerks.
- **Skilled Craft**: Occupations in which workers perform jobs which require special manual skill and a thorough and comprehensive knowledge of the processes involved such as electricians and tree trimmers.

**COUNTY ADMINISTRATOR
2018 OUTREACH AND RECRUITMENT DATA
135 EMPLOYEES**

GENDER

Demographics By Gender	Total Department Workforce ²²	Male (%)	Female (%)	Working-Age Population by Job Category
Officials and Administrators				
County Workforce	19	47	53	X
Working-Age	X	58	42	82,930
Underrepresentation	X	-11	X	X
Professionals				
County Workforce	60	45	55	X
Working-Age	X	46	54	108,045
Underrepresentation	X	-1	X	X
Technicians				
County Workforce	26	88	12	X
Working-Age	X	51	49	13,265
Underrepresentation	X	X	-37	X
Administrative Support				
County Workforce	29	7	93	X
Working-Age	X	38	62	141,985
Underrepresentation	X	-31	X	X
Skilled Craft				
County Workforce	1	100	0	X
Working-Age	X	95	5	41,025
Underrepresentation	X	X	-5	X

²² The total number of people who had worked for the County at least one day during the 2018 calendar year.

**COUNTY ADMINISTRATOR
2018 OUTREACH AND RECRUITMENT DATA
135 EMPLOYEES**

RACE AND ETHNICITY

Demographics by Race and Ethnicity ²³	White (%)	Black (%)	Hispanic (%)	Asian (%)	Native Hawaiian/Pacific Islander (%)	American Indian Alaska Native (%)	Two or More Races (%)
Officials and Administrators							
County Workforce	68	16	5	11	0	0	0
Working-Age Population	66	7	10	14	1	0	2
Underrepresentation	X	X	-5	-3	-1	X	-2
Professionals							
County Workforce	55	12	10	16	0	0	7
Working-Age	60	7	9	21	0	0	2
Underrepresentation	-5	X	X	-5	X	X	X
Technicians							
County Workforce	19	20	19	23	0	0	19
Working-Age Population	51	7	10	27	0	1	2
Underrepresentation	-32	X	X	-4	X	-1	X
Administrative Support							
County Workforce	66	14	7	3	0	0	10
Working-Age Population	53	10	19	15	1	0	2
Underrepresentation	X	X	-12	-12	-1	X	X
Skilled Craft							
County Workforce	100	0	0	0	0	0	0
Working-Age Population	49	6	35	7	1	0	1
Underrepresentation	X	-6	-35	-7	-1	X	-1

²³ The Census Bureau categorizes ethnicity into two categories: Hispanic or Latino OR not Hispanic or Latino. The terms "Hispanic," "Latino," and "Spanish" are used interchangeably. Some respondents identify with all three terms while others may identify with only one of these three specific terms. Hispanics or Latinos who identify with the terms "Hispanic," "Latino," or "Spanish" are those who classify themselves in one of the specific Hispanic, Latino, or Spanish categories as Mexican, Puerto Rican, or Cuban. People who do not identify with one of the specific origins listed indicate that they are "another Hispanic, Latino, or Spanish origin" are those whose origins are from Spain, the Spanish-speaking countries of Central or South America, or the Dominican Republic.



COUNTY ADMINISTRATOR'S OFFICE OUTREACH AND RECRUITMENT PLAN FY 2019-2020

Issue: The Board of Supervisors and the County Administrator's Office (CAO) remain committed to maintaining a diverse and inclusive workforce that is reflective of the communities that we serve. As of December 31, 2018, the County's workforce statistical data indicate the following:

- Males are underrepresented in Officials/Administrators and Administrative Support positions.
- Females are underrepresented in Technical and Skilled Craft positions.
- Whites are underrepresented in Technical positions.
- Hispanics and Asians are underrepresented in Administrative Support and Skilled Craft positions.

This workforce underrepresentation data includes data for the following departments within the County Administrator's agency: Clerk of the Board; CCTV; Department of Information Technology, including the Telecommunications division; Law and Justice Systems; Risk Management, and the Administrative Office of the County Administrator, including the Labor Relations unit.

Objective: Increase the applicant flow of males, females, Whites, Hispanics and Asians who meet the minimum qualifications by encouraging them to apply for the vacant positions within the various departments of the CAO.

Message: In partnership with the Human Resources Department, the CAO will continue to conduct strategic and targeted outreach efforts to organizations and online websites that serve diverse populations. We will continue to electronically send these organizations all open vacancies within the department and continue national outreach efforts as appropriate. These proactive measures have supported our hiring efforts in the administrative office.

We are currently undergoing a recruitment for three positions in the Administrative Office and hope to have a more balanced representation after the vacancies are

filled. Therefore, we hope that next year’s data will demonstrate improvement in our underrepresentation data.

The 2018-19 Outreach and Recruitment Plan contained strategies to improve representation in the various categories and our recruitment efforts have rendered success with a 6% reduction in the underrepresentation of whites in technician positions and Hispanics in administrative support positions. Unfortunately, there was a 23% decrease in the representation of females in technician positions from 2018.

- Tools:**
- Websites geared towards helping males and females as well as those of White, Asian and Hispanic race/ethnicity find employment
 - Conduct nationwide outreach, as appropriate
 - Partner with the Human Resources Department

Message Distribution

STRATEGY	ELEMENT	TASKS
Conduct outreach with community based organizations to seek potential White, Asian and Hispanic candidates.	Personal/Computer Contact	Reach out to community based organizations that serve diverse populations, including White, Asian and Hispanic. Post job announcements with these partner agencies when positions are being recruited.
Conduct nationwide outreach, as appropriate	Contractor/Internet/Computer	Utilize a contractor that can facilitate nationwide recruitment efforts to potential male, female and White, Asian and Hispanic candidates, as well as, support the department’s selection efforts. The Office has utilized KMI Consulting to broaden outreach efforts when hiring.

<p>Partner with Human Resources Department to post job vacancies on websites and publications of Alumni Associations geared towards helping White, Asian and Hispanic populations find employment.</p>	<p>Personal/Computer Contact</p>	<p>Inform the Human Resources Department of our recruiting strategies and request their support to heavily recruit with Alumni Associations to support our efforts to recruit male, female, White, and Hispanic populations.</p>
<p>Expand outreach to associations and professional organizations that serve males, Asian and White populations.</p>	<p>Internet/Computer/Personal Contact</p>	<p>Work closely with Human Resources and staff to identify professional organizations, inclusive of diverse populations, to send job announcements to, such as, National Coalition for Men and the National Association of Asian American Professionals.</p>

Contact: Laura Strobel, Sr. Deputy County Administrator
Laura.strobel@cao.cccounty.us

COUNTY COUNSEL

The Office of EEO analyzed the workforce underrepresentation within each department as of December 31, 2018. EEO compared the department's workforce statistical data from December 31, 2018 to help determine the effectiveness of the County's outreach program. The job occupational categories and definitions are listed below.

- **Officials and Administrators**: Occupations in which employees set broad policies, exercise overall responsibility for execution of these policies, or direct individual departments or special phases of the agency's operations, or provide specialized consultation on a regional, district or area basis such as Department Heads.
- **Professionals**: Occupations, which require specialized and theoretical knowledge, which is usually acquired through college training or through work experience and other training, which provides comparable knowledge such as HR professionals, accountants, and attorneys.
- **Administrative Support**: Occupations in which workers are responsible for internal and external communications, recording, and retrieval of data and/or information and other paperwork required in an office such as secretaries, administrative office assistants, and police clerks.

**COUNTY COUNSEL
2018 OUTREACH AND RECRUITMENT DATA
47 EMPLOYEES**

GENDER

Demographics By Gender	Total Department Workforce ²⁴	Male (%)	Female (%)	Working-Age Population by Job Category
Officials and Administrators				
County Workforce	7	57	43	X
Working-Age	X	58	42	82,930
Underrepresentation	X	-1	X	X
Professionals				
County Workforce	26	31	69	X
Working-Age	X	46	54	108,045
Underrepresentation	X	-15	X	X
Administrative Support				
County Workforce	14	21	79	X
Working-Age	X	38	62	141,985
Underrepresentation	X	-17	X	X

²⁴ The total number of people who had worked for the County at least one day during the 2018 calendar year.

**COUNTY COUNSEL
2018 OUTREACH AND RECRUITMENT DATA
47 EMPLOYEES**

RACE AND ETHNICITY

Demographics by Race and Ethnicity ²⁵	White (%)	Black (%)	Hispanic (%)	Asian (%)	Native Hawaiian/ Pacific Islander (%)	American Indian / Alaska Native (%)	Two or More Races (%)
Officials and Administrators							
County Workforce	86	14	0	0	0	0	0
Working-Age	66	7	10	14	1	0	2
Underrepresentation	X	X	-10	-14	-1	0	-2
Professionals							
County Workforce	65	8	4	12	0	0	11
Working-Age	60	7	9	21	0	0	2
Underrepresentation	X	X	-5	-9	0	0	X
Administrative Support							
County Workforce	58	21	14	7	0	0	0
Working-Age	53	10	19	15	1	0	2
Underrepresentation	X	X	-5	-8	-1	0	-2

²⁵ The Census Bureau categorizes ethnicity into two categories: Hispanic or Latino OR not Hispanic or Latino. The terms "Hispanic," "Latino," and "Spanish" are used interchangeably. Some respondents identify with all three terms while others may identify with only one of these three specific terms. Hispanics or Latinos who identify with the terms "Hispanic," "Latino," or "Spanish" are those who classify themselves in one of the specific Hispanic, Latino, or Spanish categories as Mexican, Puerto Rican, or Cuban. People who do not identify with one of the specific origins listed indicate that they are "another Hispanic, Latino, or Spanish origin" are those whose origins are from Spain, the Spanish-speaking countries of Central or South America, or the Dominican Republic.



COUNTY COUNSEL OUTREACH AND RECRUITMENT PLAN FY 2019-2020

Issue: The data chart prepared by the County’s Equal Opportunity Officer indicates that, when the 48 employees in the County Counsel’s Office are compared with the working population of Contra Costa County, the County Counsel’s Office is statistically under-represented in the following categories:

- Hispanics and Asians are under-represented in the Officials and Administrators classifications;
- Asians and men are under-represented in the Professionals and Administrative Support positions

For the purpose of this plan, this Office addresses only the attorney and non-clerical recruitments. Clerical outreach and recruitments are countywide and are not conducted by this office.

Objective: The department will continue to enhance partnerships with legal associations, law school career centers, and like agencies to keep them apprised of job vacancies within our office.

Message: The Office of the County Counsel will continue to work towards creating a diverse and qualified applicant pool of candidates from which we fill the vacant positions. All open recruitments within the department are mailed to over 70 organizations during the examination period. These measures are intended to help create a more diverse applicant pool of qualified candidates that apply for departmental vacancies.

Tools: Enhance the communication methods of job vacancies with our under-represented groups expanding the postings of job vacancies via the internet with online job boards, Public Services Employment services, mailings and coordination with the EEO’s staff through community based organizations, local job fairs, and law school career centers.

Message Distribution

STRATEGY	ELEMENT	TASKS
Announce job vacancies via mailings, email and internal office postings	Electronic/Print Media	Mail or email announcement to the targeted under-represented group's law school career centers and Legal Assistant programs
Utilize County Counsel's brochure to explain the Office's outreach and recruitment missions and goals	Publication Print Media	Mail brochures to the targeted under-represented group's recruitment centers
Research additional employment websites and register to post open job vacancies with the online community	Internet	Register and post job vacancies on various websites such as <u>Government Jobs</u>
Announce vacancies via links on County Counsel webpage that will provide notices about current announcements and instructions for future notifications of job related alerts	Website	Maintain the "Job Description" and "FAQ" links on the County Counsel website with current information
Link the Equal Employment Opportunity homepage to the County Counsel's homepage	Internet	Increase the County Counsel's exposure to the community to promote the goals of diversity, inclusion and equality in the workplace
Coordinate distribution of County Counsel brochure via job recruitment announcements with EEO's staff during their participation in job fairs	Personal Contact	Partner with organizations who serve the under-represented populations

Contact: Wanda R. McAdoo, Administrative Services Officer
wanda.mcadoo@cc.cccounty.us

DISTRICT ATTORNEY

The Office of EEO analyzed the workforce underrepresentation within each department as of December 31, 2018. EEO compared the department's workforce statistical data from December 31, 2018 to help determine the effectiveness of the County's outreach program. The job occupational categories and definitions are listed below.

- **Officials and Administrators:** Occupations in which employees set broad policies, exercise overall responsibility for execution of these policies, or direct individual departments or special phases of the agency's operations, or provide specialized consultation on a regional, district or area basis such as Department Heads.
- **Professionals:** Occupations, which require specialized and theoretical knowledge, which is usually acquired through college training or through work experience and other training, which provides comparable knowledge such as HR professionals, accountants, and attorneys.
- **Technicians:** Occupations, which require a combination of basic scientific or technical knowledge and manual skill, which can be obtained through specialized post-secondary school education or through equivalent on-the-job training. They include jobs such as laboratory analysts and civil engineering assistants.
- **Administrative Support:** Occupations in which workers are responsible for internal and external communications, recording, and retrieval of data and/or information and other paperwork required in an office such as secretaries, administrative office assistants, and police clerks.

**DISTRICT ATTORNEY
2018 OUTREACH AND RECRUITMENT DATA
222 EMPLOYEES**

GENDER

Demographics By Gender	Total Department Workforce ²⁶	Male (%)	Female (%)	Working-Age Population by Job Category
Officials and Administrators				
County Workforce	8	37	63	X
Working-Age	X	58	42	82,930
Underrepresentation	X	-21	X	X
Professionals				
County Workforce	104	56	44	X
Working-Age	X	46	54	108,045
Underrepresentation	X	X	-10	X
Technicians				
County Workforce	26	92	8	X
Working-Age	X	51	49	13,265
Underrepresentation	X	X	-41	X
Administrative Support				
County Workforce	84	15	85	X
Working-Age	X	38	62	141,985
Underrepresentation	X	-23	X	X

²⁶ The total number of people who had worked for the County at least one day during the 2018 calendar year.

**DISTRICT ATTORNEY
2018 OUTREACH AND RECRUITMENT DATA
222 EMPLOYEES**

RACE AND ETHNICITY

Demographics by Race and Ethnicity ²⁷	White (%)	Black (%)	Hispanic (%)	Asian (%)	Native Hawaiian/ Pacific Islander (%)	American Indian/ Alaska Native (%)	2 or more Races (%)
Officials and Administrators							
County Workforce	63	13	0	12	0	0	12
Working-Age	66	7	10	14	1	0	2
Underrepresentation	-3	X	-10	-2	-1	X	X
Professionals							
County Workforce	71	6	6	8	0	1	8
Working-Age	60	7	9	21	0	0	2
Underrepresentation	X	-1	-3	-13	0	X	X
Technicians							
County Workforce	65	8	15	0	4	0	8
Working-Age	51	7	10	27	0	1	2
Underrepresentation	X	X	X	-27	X	-1	X
Administrative Support							
County Workforce	40	18	26	10	2	0	4
Working-Age	53	10	19	15	1	0	2
Underrepresentation	-13	X	X	-5	X	X	X

²⁷ The Census Bureau categorizes ethnicity into two categories: Hispanic or Latino OR not Hispanic or Latino. The terms "Hispanic," "Latino," and "Spanish" are used interchangeably. Some respondents identify with all three terms while others may identify with only one of these three specific terms. Hispanics or Latinos who identify with the terms "Hispanic," "Latino," or "Spanish" are those who classify themselves in one of the specific Hispanic, Latino, or Spanish categories as Mexican, Puerto Rican, or Cuban. People who do not identify with one of the specific origins listed indicate that they are "another Hispanic, Latino, or Spanish origin" are those whose origins are from Spain, the Spanish-speaking countries of Central or South America, or the Dominican Republic.



**DISTRICT ATTORNEY
OUTREACH AND RECRUITMENT PLAN
FY 2019-2020**

Issue: The Board of Supervisors remains committed to maintain a diverse and inclusive workforce which is reflective of the communities that we serve. As of December 31, 2018, the District Attorney's (DA) workforce statistical data indicates the following:

- Females are underrepresented in Professional and Technician positions;
- Males are underrepresented in Official and Administrator, and Administrative Support positions;
- Hispanics are underrepresented in Official and Administrator positions;
- Asians are underrepresented Professional and Technician positions;
- Whites are underrepresented in Administrative Support positions.

Objective: Increase the applicant flow of underrepresented groups within our workforce by conducting outreach and recruitment efforts with many and varied groups and organizations who serve these groups.

Message: The DA will conduct strategic and targeted outreach efforts to community/faith based organizations and online websites that serve females. We will electronically send these organizations all open vacancies within the department during the fiscal year. This proactive measure will help to create a more diverse applicant pool of qualified candidates to apply for departmental vacancies.

Tools: Community/ faith based organizations, local job fairs and career days, local colleges and universities, and websites geared towards helping women find employment. Create and distribute informational brochures.

Message Distribution

STRATEGY	ELEMENT	TASKS
Participate in job fairs at Law Schools around the state.	Personal Contact	Participate in reviewing resumes, mock hiring interviews. The recruitment committee will actively seek out and offer to participate/ interview at job fairs sponsored by organizations that identify with diverse populations.
Participation in mock trial programs	Personal Contact	Prosecutors volunteer to participate in high school mock trial programs in underrepresented communities to promote interest in criminal prosecution careers.
Outreach to diverse Law School organizations	Personal Contact	Speaking to law school classes. Recruiting committee will actively seek opportunities to speak to law school clubs and organizations whose members consist of individuals from diverse backgrounds to discuss a career path. Examples of groups the committee has reached out to include: <ul style="list-style-type: none"> • Armenian Law Student Association • Vietnamese American Law Society • Pilipino American Law Society • La Raza Law Students Association • Korean American Law Student Association • Black Law Students Associations • Asian Pacific American Law Student Association

<p>Post job vacancies on websites and in publications geared toward Hispanics, Asians, females and males.</p>	<p>Publication/Print Media</p>	<p>Determine which publications will assist us in meeting our Hispanic recruiting goals and express our desire to hire individuals from diverse backgrounds in recruiting notices. We have contacted SF La Raza Lawyers, East Bay La Raza Lawyers Association, and La Raza Lawyers of Santa Clara County to ask them to send out to their members' job postings.</p>
<p>Outreach to Minority Bar Associations</p>	<p>Personal Contact</p>	<p>Notify Minority Bar Associations of employment opportunities and participate in Panel Discussions on Criminal Law issues. Outreach to the three local bay area minority bar associations that serve Hispanic attorneys: SF La Raza Lawyers, East Bay La Raza Lawyers Association, and La Raza Lawyers of Santa Clara County. Also the Minority Bar Coalition (MBC) which is a coalition of bar organizations that are committed to serving all attorneys from minority groups. Direct outreach to the following:</p> <ul style="list-style-type: none"> • Asian Pacific Bar Association - Silicon Valley • Asian American Bar Association • Charles Houston Bar Association • Bay Area Black Prosecutors Association • San Francisco La Raza Lawyers • Asian American Prosecutors Association • Filipino Bar Association of Northern California • Black Women Lawyers Association of Northern California • East Bay La Raza Lawyers

		<p>Association</p> <ul style="list-style-type: none"> • Korean American Bar Association of Northern California • La Raza Lawyers of Santa Clara County • South Asian Bar Association of Northern California • Vietnamese American Bar Association of Northern California
Outreach to Career Development Office (COO) at Law Schools and other colleges and organizations	Personal Contact	Alumni from the Recruiting Team reach out CDO's expressing our interest in attracting a more diverse applicant pool. La Raza Law Students Association serves Hispanic students. We will be attempting to reach out to all the La Raza organizations on local school campuses.
Post job vacancies on websites and publications focused on serving diverse populations	Publication/ Print Media	Notify Opening Doors, International Rescue Committee, Narika, RYSE Youth Center, Family Justice Centers (West and Central), Center for the Pacific Asian Family, Mujeres Unidas Y Activas, Korean Family American Services, Asian Pacific Islander Legal Outreach, Asian Americans for Community Involvement.
Post job vacancies on websites and publications focused on women in law enforcement.	Publication/ Print Media	Determine which organizations might assist us in recruiting sworn female law enforcement personnel, and express the Office's desire to increase the number of female Senior Inspectors.

Post job vacancies on websites and publications focused on law enforcement professionals with an emphasis on bilingual personnel.	Publication/ Print Media	Determine which organizations might assist us in recruiting sworn law enforcement personnel, and express the Office's desire to increase the number of bilingual Senior Inspectors.
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Contact: 
Jason Chan
Chief of Administrative Services
(925) 957-2234

EMPLOYMENT AND HUMAN SERVICES

The Office of EEO analyzed the workforce underrepresentation within each department as of December 31, 2018. EEO compared the department's workforce statistical data from December 31, 2018 to help determine the effectiveness of the County's outreach program. The job occupational categories and definitions are listed below.

- **Officials and Administrators:** Occupations in which employees set broad policies, exercise overall responsibility for execution of these policies, or direct individual departments or special phases of the agency's operations, or provide specialized consultation on a regional, district or area basis such as Department Heads.
- **Professionals:** Occupations, which require specialized and theoretical knowledge, which is usually acquired through college training or through work experience and other training, which provides comparable knowledge such as HR professionals, accountants, and attorneys.
- **Technicians:** Occupations, which require a combination of basic scientific or technical knowledge and manual skill, which can be obtained through specialized post-secondary school education or through equivalent on-the-job training. They include jobs such as laboratory analysts and civil engineering assistants.
- **Administrative Support:** Occupations in which workers are responsible for internal and external communications, recording, and retrieval of data and/or information and other paperwork required in an office such as secretaries, administrative office assistants, and police clerks.
- **Service-Maintenance:** Occupations in which workers perform duties that result in or contribute to the comfort, convenience, hygiene or safety of the public such as maintenance workers or custodians.

**EMPLOYMENT AND HUMAN SERVICES
2018 OUTREACH AND RECRUITMENT DATA
1735 EMPLOYEES**

GENDER

Demographics By Gender	Total Department Workforce ²⁸	Male (%)	Female (%)	Working-Age Population by Job Category
Officials and Administrators				
County Workforce	74	11	89	X
Working-Age	X	58	42	82,930
Underrepresentation	X	-47	X	X
Professionals				
County Workforce	606	14	86	X
Working-Age	X	45	55	108,045
Underrepresentation	X	-31	X	X
Technicians				
County Workforce	32	56	44	X
Working-Age	X	51	49	13,265
Underrepresentation	X	X	-5	X
Administrative Support				
County Workforce	1011	12	88	X
Working-Age	X	38	62	141,985
Underrepresentation	X	-26	X	X
Service Maintenance				
County Workforce	12	58	42	X
Working-Age	X	58	42	122,730
Underrepresentation	X	X	X	X

²⁸ The total number of people who had worked for the County at least one day during the 2018 calendar year.

**EMPLOYMENT AND HUMAN SERVICES
2018 OUTREACH AND RECRUITMENT DATA
1735 EMPLOYEES**

RACE AND ETHNICITY

Demographics by Race and Ethnicity ²⁹	White (%)	Black (%)	Hispanic (%)	Asian (%)	Native Hawaiian/ Pacific Islander (%)	American Indian/ Alaska Native (%)	Two or more Races (%)
Officials and Administrators							
County Workforce	51	23	11	5	1	1	7
Working-Age	66	7	10	14	1	0	2
Underrepresentation	-15	X	X	-9	X	X	X
Professionals							
County Workforce	32	27	22	10	1	0	8
Working-Age	60	7	9	21	0	0	2
Underrepresentation	-28	X	X	-11	X	X	X
Technicians							
County Workforce	41	15	6	16	3	0	19
Working-Age	51	7	10	27	0	1	2
Underrepresentation	-10	X	-4	-11	X	-1	X
Administrative Support							
County Workforce	30	26	30	7	1	0	6
Working-Age	53	10	19	15	1	0	2
Underrepresentation	-23	X	X	-8	X	X	X
Service Maintenance							
County Workforce	17	25	42	17	0	0	0
Working-Age	33	10	42	12	0	0	1
Underrepresentation	-16	X	0	X	X	X	-1

²⁹The Census Bureau categorizes ethnicity into two categories: Hispanic or Latino OR not Hispanic or Latino. The terms "Hispanic," "Latino," and "Spanish" are used interchangeably. Some respondents identify with all three terms while others may identify with only one of these three specific terms. Hispanics or Latinos who identify with the terms "Hispanic," "Latino," or "Spanish" are those who classify themselves in one of the specific Hispanic, Latino, or Spanish categories as Mexican, Puerto Rican, or Cuban. People who do not identify with one of the specific origins listed indicate that they are "another Hispanic, Latino, or Spanish origin" are those whose origins are from Spain, the Spanish-speaking countries of Central or South America, or the Dominican Republic.



EMPLOYMENT AND HUMAN SERVICES OUTREACH AND RECRUITMENT PLAN FY 2019-2020

Issue: The Employment and Human Services Department (EHSD) remains committed to maintain a diverse and inclusive workforce which is reflective of the communities that we serve. As of December 31, 2018, the EHSD workforce statistical data indicate the following:

- Whites are underrepresented in Official and Administrator, Professional, Technician, Administrative Support, and Service Maintenance positions
- Asians are underrepresented in Official and Administrator, Professional, Technician and Administrative Support positions
- Males are underrepresented in Official and Administrator, Professional, and Administrative Support positions

Objective: Increase the applicant flow of underrepresented groups within our workforce by conducting specific outreach and recruitment efforts to Community/Faith Based Organizations, Non-Profit Organizations, Professional Groups, Newspapers, Career Fairs, Colleges and Universities, and online recruitment sites who serve the populations listed above.

Message: EHSD will conduct strategic outreach efforts to community/faith based organizations, professional groups and online websites that serve those populations where we have underrepresentation. We will send these organizations all highly sought after and hard to recruit positions within the department during the fiscal year. This proactive measure will help to create a more diverse applicant pool of qualified candidates to apply for departmental vacancies.

Tools: Community/ faith based organizations
Local career fairs, Local colleges and universities
Websites geared towards helping Whites and Asians find employment.
Create and distribute informational brochures
Create a “Grow Our Own” Program

Message Distribution

STRATEGY	ELEMENT	TASKS
Partner with Community/Faith Based Organizations	Personal Contact	Create consistent ongoing professional relationships with parishioners.
Attend job and career fairs geared towards helping males find employment.	Personal Contact	Attend at least 3 job and career fairs during the fiscal year. EHSD will focus on recruiting Whites and Asians.
Partner with local colleges and universities	Personal Contact	Partner with Los Medanos College, Diablo Valley Community, Contra Costa College, Diablo Valley College, CAL State East Bay, and St. Mary's College.
Research employment websites and register to join the online community.	Internet/Computer	Register with websites such as www.linkedin.com (targeting specific categories), www.AAIP.org (for Asian Americans/Pacific Islanders in philanthropy outreach), www.CalJobs.ca.org and www.swords-to-plowshares.org to attract White male veterans.
Advertising in specific periodicals targeting Whites and Asians.	Publications	BBC News Asia Contra Costa Times East Bay Times
Create specific brochures for hard to recruit positions.	Personal	Social Workers Information System Techs Information System and Program Analyst Teachers
Developed an On-line Recruitment test for Social Worker to streamline testing and hiring process – First test scheduled Aug 2019	Personal/HR and Personnel Staff	Social Workers

STRATEGY	ELEMENT	TASKS
Create "Day in Life" vignettes for hard to recruit positions.	Personal	Social Workers Information System Technician Information System and Program Analyst Teachers
Marketing Recruitment Strategy	Personal	A brand has been created to using marketing materials, create magnetic decals on County vehicles advertising Social Worker, Teachers, and IT positions

Contact: Debora Bouttè, Personnel Officer
dboutte@ehsd.cccounty.us

FIRE PROTECTION DISTRICT

The Office of EEO analyzed the workforce underrepresentation within each department as of December 31, 2018. EEO compared the department's workforce statistical data from December 31, 2018 to help determine the effectiveness of the County's outreach program. The job occupational categories and definitions are listed below.

- **Officials and Administrators**: Occupations in which employees set broad policies, exercise overall responsibility for execution of these policies, or direct individual departments or special phases of the agency's operations, or provide specialized consultation on a regional, district or area basis such as Department Heads.
- **Professionals**: Occupations which require specialized and theoretical knowledge which is usually acquired through college training, work experience and other training which provides comparable knowledge such as HR professionals, accountants, and attorneys.
- **Technicians**: Occupations which require a combination of basic scientific or technical knowledge and manual skill which can be obtained through specialized post-secondary school education or through equivalent on-the-job training such as laboratory analysts and civil engineering assistants.
- **Administrative Support**: Occupations in which workers are responsible for internal and external communications, recording, and retrieval of data and/or information and other paperwork required in an office such as secretaries, administrative office assistants, and police clerks.
- **Service-Maintenance**: Occupations in which workers perform duties that result in or contribute to the comfort, convenience, hygiene or safety of the public such as maintenance workers or custodians.
- **Protective Service Workers (Sworn)**: Occupations in which workers are entrusted with public safety, security and protection from destructive forces.
- **Protective Service Workers (Non-Sworn)**: Occupations that perform technical and support work in safety or law enforcement work, which does not require a sworn person. Examples include community service officers and animal control officers.

**FIRE PROTECTION DISTRICT
2018 OUTREACH AND RECRUITMENT DATA
375 EMPLOYEES**

GENDER

Demographics By Gender	Total Department Workforce ³⁰	Male (%)	Female (%)	Working- Age Population by Job Category
Officials and Administrators				
County Workforce	13	69	31	X
Working-Age Population	X	58	42	82,930
Underrepresentation	X	X	-11	X
Professionals				
County Workforce	108	91	9	X
Working-Age Population	X	46	54	108,045
Underrepresentation	X	X	-45	X
Technicians				
County Workforce	25	76	24	X
Working-Age Population	X	51	49	13,265
Underrepresentation	X	X	-25	X
Protective Services (Sworn)				
County Workforce	156	96	4	X
Working-Age Population	X	82	18	9,480
Underrepresentation	X	X	-14	X
Protective Services (Non-Sworn)				
County Workforce	22	95	5	X
Working-Age Population	X	54	46	810
Underrepresentation	X	X	-41	X
Administrative Support				
County Workforce	48	40	60	X
Working-Age Population	X	38	62	141,985
Underrepresentation	X	X	-2	X
Skilled Craft Workers				
County Workforce	1	100	0	X
Working-Age Population	X	95	5	41025
Underrepresentation	X	X	-5	X
Service Maintenance				
County Workforce	2	100	0	X
Working-Age Population	X	58	42	122,730
Underrepresentation	X	X	-42	X

³⁰ The total number of people who had worked for the County at least one day during the 2018 calendar year.

**FIRE PROTECTION DISTRICT
2018 OUTREACH AND RECRUITMENT DATA
375 EMPLOYEES**

RACE AND ETHNICITY

Demographics by Race and Ethnicity ³¹	White (%)	Black (%)	Hispanic (%)	Asian (%)	Native Hawaiian/ Pacific Islander (%)	American Indian Alaska Native (%)	Two or More Races (%)
Officials and Administrators							
County Workforce	69	23	0	0	0	8	0
Working-Age Population	66	7	10	14	1	0	2
Underrepresentation	X	X	-10	-14	-1	X	-2
Professionals							
County Workforce	66	10	16	3	1	2	3
Working-Age Population	60	7	9	21	0	0	2
Underrepresentation	X	X	X	-18	X	X	X
Technicians							
County Workforce	80	4	4	0	0	0	12
Working-Age Population	51	7	10	27	0	1	2
Underrepresentation	X	-3	-6	-27	0	-1	X
Administrative Services							
County Workforce	69	8	23	0	0	0	0
Working-Age Population	53	10	19	15	1	0	2
Underrepresentation	X	-2	X	-15	-1	0	-2
Skilled Craft							
County Workforce	100	0	0	0	0	0	0
Working-Age Population	49	6	35	7	1	0	1
Underrepresentation	X	-6	-35	-7	-1	0	-1
Service Maintenance							
County Workforce	50	0	0	50	0	0	0
Working-Age Population	33	10	42	12	0	0	1
Underrepresentation	X	-10	-42	X	0	0	-1
Protective Services (Sworn)							
County Workforce	68	4	13	4	1	2	8
Working-Age Population	53	15	15	10	3	0	3
Underrepresentation	X	-11	-2	-6	-2	X	X
Protective Services (Non-Sworn)							
County Workforce	68	9	18	5	0	0	0
Working-Age Population	65	1	22	8	0	0	5
Underrepresentation	X	X	-4	-3	0	0	-5

³¹ The Census Bureau categorizes ethnicity into two categories: Hispanic or Latino OR not Hispanic or Latino. The terms "Hispanic," "Latino," and "Spanish" are used interchangeably. Some respondents identify with all three terms while others may identify with only one of these three specific terms. Hispanics or Latinos who identify with the terms "Hispanic," "Latino," or "Spanish" are those who classify themselves in one of the specific Hispanic, Latino, or Spanish categories as Mexican, Puerto Rican, or Cuban. People who do not identify with one of the specific origins listed indicate that they are "another Hispanic, Latino, or Spanish origin" are those whose origins are from Spain, the Spanish-speaking countries of Central or South America, or the Dominican Republic.



FIRE PROTECTION DISTRICT OUTREACH AND RECRUITMENT PLAN FY 2019-2020

Issue: The Fire Protection District remains committed to maintain a diverse and inclusive workforce which is reflective of the communities that we serve. As of December 31, 2018, the County's workforce statistical data indicate the following:

- Females are underrepresented in Official and Administrator, Professional, Technical, Protective Services (Sworn), Protective Services (Non-Sworn) and Service Maintenance positions.
- Hispanics are underrepresented in Official and Administrator, Skilled Craft and Service Maintenance positions.
- Blacks are underrepresented in Service Maintenance and Protective Services (Sworn) positions.
- Asians are underrepresented in Officials and Administrators, Professionals, Technicians, Administrative Services, and Skilled Craft.

Objective: Increase the applicant flow of underrepresented groups within our workforce by conducting specific outreach and recruitment efforts to Community Based Organizations, Professional Groups and online recruitment sites who serve the populations listed above.

Message: The Fire District will continue to conduct strategic outreach efforts to community based organizations, professional groups and online websites that serve those populations where we have underrepresentation. We will electronically send these organizations all open vacancies within the District during the fiscal year. In addition, we will continue to promote careers in the Fire Service by partnering with middle through high schools, and community colleges with a diverse student population. These proactive measures will help to create a more diverse applicant pool of qualified candidates to apply for District vacancies.

Tools: In June 2016, the Fire Protection District formulated an "Outreach and Recruitment Team" at the Fire Chief's direction and with his direct participation on the committee. We began working to increase the pool of eligible applications for positions in the

District by (1) targeting outreach to local middle and high schools, community colleges and universities with our diversity goals in mind; (2) expanded internship opportunities by hiring Student Interns who are currently enrolled in “Fire Science” certificate programs. The internship opportunities are a useful tool to expand the applicant pool for permanent positions when they become available.

In 2017 and 2018, the District continued meeting with the Outreach and Recruitment Team.

In May 2019, the Fire District sent two female firefighters to represent the District at the NorCal Women in the Fire Service’s event called, “First Alarm Girl's Fire Camp”. This was a two-day program made up of active duty women firefighters from the Bay Area and across the West Coast. The camp provided girls from 9-12 grade with hands-on training on power tools, hose handling, how to use a fire extinguisher, how to put on and remove personal protective equipment (PPE), orientation to using a self-contained breathing apparatus (SCBA), an introduction to wildland firefighting, and training in ladders including an opportunity to climb the aerial truck ladder.

Message Distribution

STRATEGY	ELEMENT	TASKS
Attend job and career fairs geared towards helping our underrepresented find employment.	Personal Contact	Attend at least 5 job and career fairs during the fiscal year. The District will focus on recruiting females and Hispanic candidates to distribute information about the District’s opportunities and vacancies.
Partner with community based organizations who serve females and Hispanics who are interested in working in all the classifications within the Fire Service and Support Services fields	Personal Contact	Partner with the local sporting programs reaching student athletes, and statewide organizations such as the CAL-JAC program.
Research employment websites and register to join the online community.	Internet/Computer	Register with websites such as womenforhire.com and careerwomen.com to reach women who are interested in the Fire Service

Outreach to CBO's and schools to promote a Fire Explorer program for high school students	Personal Contact/Social Media	Provide a unique opportunity to work alongside our fire suppression professionals
Outreach to candidates to offer practice written tests for Firefighter applicants	Personal Contact	CAL Joint Apprenticeship Committee
Outreach to diverse CBO's and academic organizations, Post job vacancies and publications focused on serving diverse populations	Personal Contact/Social Media/Publication	Recruitment/Outreach team will continue to actively seek opportunities to speak to academic organizations whose members consist of individuals diverse backgrounds to discuss career paths in the Fire Service. Examples of the groups the team has reached out to include: <ul style="list-style-type: none"> • IAFF, Local 1230 • IABPF - International Association of Black Professional Firefighters • CA Community Colleges • EMS Paramedic Trade Schools • EMT programs • iWomen (International Association of Women in Fire • NAHF – International Association of Female Firefighters

Contact: Charles Thomas, Battalion Chief, Equal Employment Opportunity Coordinator
cthom@cccfd.org
Holly Trieu, HR Analyst, htrie@cccfd.org
Cheryl Morse, HR Analyst, cmors@cccfd.org

HEALTH SERVICES

The Office of EEO analyzed the workforce underrepresentation within each department as of December 31, 2018. EEO compared the department's workforce statistical data from December 31, 2018 to help determine the effectiveness of the County's outreach program. The job occupational categories and definitions are listed below.

- **Officials and Administrators**: Occupations in which employees set broad policies, exercise overall responsibility for execution of these policies, or direct individual departments or special phases of the agency's operations, or provide specialized consultation on a regional, district or area basis such as Department Heads.
- **Professionals**: Occupations which require specialized and theoretical knowledge which is usually acquired through college training, work experience and other training which provides comparable knowledge such as HR professionals, accountants, and attorneys.
- **Technicians**: Occupations which require a combination of basic scientific or technical knowledge and manual skill which can be obtained through specialized post-secondary school education or through equivalent on-the-job training.
- **Administrative Support**: Occupations in which workers are responsible for internal and external communications, recording, and retrieval of data and/or information and other paperwork required in an office such as secretaries, administrative office assistants, and police clerks.
- **Protective Service Workers (Non-Sworn)**: Occupations that perform technical and support work in safety or law enforcement work, which does not require a sworn person. Examples include community service officers and animal control officers.

**HEALTH SERVICES
2018 OUTREACH AND RECRUITMENT DATA
3668 EMPLOYEES**

GENDER

Demographics By Gender	Total Department Workforce ³²	Male (%)	Female (%)	Working-Age Population by Job Category
Officials and Administrators				
County Workforce	131	31	69	X
Working-Age Population	X	58	42	82,930
Underrepresentation	X	-27	X	X
Professionals				
County Workforce	1826	24	76	X
Working-Age Population	X	46	54	108,045
Underrepresentation	X	-22	X	X
Technicians				
County Workforce	561	23	77	X
Working-Age Population	X	51	49	13,265
Underrepresentation	X	-28	X	X
Administrative Support				
County Workforce	998	13	87	X
Working-Age Population	X	38	62	141,985
Underrepresentation	X	-25	X	X
Service Maintenance				
County Workforce	148	53	47	X
Working-Age Population	X	58	42	122,730
Underrepresentation	X	-5	X	X
Protective Services (Non-Sworn)				
County Workforce)	4	50	50	X
Working-Age Population	X	54	46	810
Underrepresentation	X	-4	X	X

³² The total number of people who had worked for the County at least one day during the 2018 calendar year.

**HEALTH SERVICES
2018 OUTREACH AND RECRUITMENT DATA
3668 EMPLOYEES**

RACE AND ETHNICITY

Demographics by Race and Ethnicity ³³	White (%)	Black (%)	Hispanic (%)	Asian (%)	Native Hawaiian/ Pacific Islander (%)	American Indian/ Alaska Native (%)	Two or More Races (%)
Officials and Administrators							
County Workforce	61	14	10	9	1	0	5
Working-Age	66	7	10	14	1	0	2
Underrepresentation	X	X	0	-5	0	0	X
Professionals							
County Workforce	42	13	12	21	1	0	11
Working-Age	60	7	9	21	0	0	2
Underrepresentation	-18	X	X	0	X	0	X
Technicians							
County Workforce	25	21	22	22	1	1	8
Working-Age	51	7	10	27	0	1	2
Underrepresentation	-26	X	X	-5	X	0	X
Administrative Services							
County Workforce	30	18	36	9	1	1	5
Working-Age	53	10	19	15	1	0	2
Underrepresentation	-23	X	X	-6	0	X	X
Service Maintenance							
County Workforce	22	22	33	17	1	0	5
Working-Age	33	10	42	12	0	0	1
Underrepresentation	-11	X	-9	X	X	0	X
Protective Services (Non-Sworn)							
County Workforce	50	0	25	0	0	25	0
Working-Age	65	1	22	8	0	0	5
Underrepresentation	-15	-1	X	-8	0	X	-5

³³ The Census Bureau categorizes ethnicity into two categories: Hispanic or Latino OR not Hispanic or Latino. The terms "Hispanic," "Latino," and "Spanish" are used interchangeably. Some respondents identify with all three terms while others may identify with only one of these three specific terms. Hispanics or Latinos who identify with the terms "Hispanic," "Latino," or "Spanish" are those who classify themselves in one of the specific Hispanic, Latino, or Spanish categories as Mexican, Puerto Rican, or Cuban. People who do not identify with one of the specific origins listed indicate that they are "another Hispanic, Latino, or Spanish origin" are those whose origins are from Spain, the Spanish-speaking countries of Central or South America, or the Dominican Republic.



HEALTH SERVICES OUTREACH AND RECRUITMENT PLAN FY 2019-2020

Issue: As of December 31, 2018, Contra Costa Health Services' statistical data showed under-representation of the following:

- Males in Officials and Administrators, Professionals, Technicians and Administrative Services.
- Whites in Professional, Technical, Administrative Services, Service Maintenance and Protective Services Non-Sworn positions.
- Hispanics in Service Maintenance positions
- Asians in Protective Services Non-Sworn positions.

The Health Services Department has nine Divisions providing health care and emergency response services to the residents of Contra Costa County. The majority of our professional classifications are dominantly held by women. Per data from the United States Department of Labor, there is a disproportionate representation of women in certain professions such as Registered Nurse, Social Worker, Medical and Health Services Manager, Counselor, and Human Resources Manager.

The Department conducts its own recruitment and strives to reach a diverse applicant pool by utilizing the County's Outreach Mailing List consistently in addition to posting our job announcements online to popular websites such as Craigslist, Indeed and Monster, and distribution to health professional organizations and community agencies.

Objective: Increase the applicant pool of Male and White, Hispanic, and Asian candidates who meet the minimum qualifications and maintain a diverse workforce within the Health Services Department.

Message: The Department will continue to utilize the County's List of community/faith based organizations and work with SPIN Recruitment Agency by posting our job announcements to popular websites such as Indeed, Monster, and Craigslist and

expand to non-traditional sites. In addition, we participate in local job/career fairs, and partner with our Division Managers to look for innovative ways to attract qualified candidates from affiliated organizations, local colleges and universities.

- Tools:** Community/Faith based organizations
 Websites geared toward Males and Whites
 Publications geared toward Males and Whites
 Local job/career fairs
 Colleges and Universities
 Professional Organizations

Message Distribution

STRATEGY	ELEMENT	TASKS
Utilize the County's community/faith based organization list	Print Media/Internet	Continue to send job announcements thru General Services to ALL community/faith based organizations
Expand outreach to focused websites and organizations	Internet/Electronic	Continue to work with SPIN Recruitment Agency to identify websites and organizations geared toward underrepresented categories and post job announcements online
Expand outreach to publications	Print/Publication	Work with SPIN Recruitment Agency to identify publications geared toward underrepresented categories and post job announcements
Attend local job and career fairs.	Personal Contact	Attend job fairs to distribute information on the department's vacancies and connect to candidates in person
Expand outreach to colleges and universities	Internet/Computer/Personal Contact	Work with Division Managers who have affiliations with local colleges/universities such as UC Davis, UC Berkeley, UCSF, Holy Names, Mills, Kaiser Allied Health, etc...

Expand outreach to professional organizations	Internet/Computer/Personal Contact	Work closely with Hiring Managers who have affiliations with professional organizations and send job announcements electronically
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Contact: Jo-Anne Linares, Jo-Anne.Linares@cchealth.org
(925) 957-5240

HUMAN RESOURCES

The Office of EEO analyzed the workforce underrepresentation within each department as of December 31, 2018. EEO compared the department's workforce statistical data from December 31, 2018 to help determine the effectiveness of the County's outreach program. The job occupational categories and definitions are listed below.

- **Officials and Administrators**: Occupations in which employees set broad policies, exercise overall responsibility for execution of these policies, or direct individual departments or special phases of the agency's operations, or provide specialized consultation on a regional, district or area basis such as Department Heads.
- **Professionals**: Occupations which require specialized and theoretical knowledge which is usually acquired through college training, work experience and other training which provides comparable knowledge such as HR professionals, accountants, and attorneys.
- **Administrative Support**: Occupations in which workers are responsible for internal and external communications, recording, and retrieval of data and/or information and other paperwork required in an office such as secretaries, administrative office assistants, and police clerks.

**HUMAN RESOURCES
2018 OUTREACH AND RECRUITMENT DATA
37 EMPLOYEES**

GENDER

Demographics By Gender	Total Department Workforce ³⁴	Male (%)	Female (%)	Working-Age Population by Job Category
Officials and Administrators				
County Workforce	4	0	100	X
Working-Age	X	58	42	82,930
Underrepresentation	X	-58	X	X
Professionals				
County Workforce	12	25	75	X
Working-Age	X	46	54	108045
Underrepresentation	X	-21	X	X
Administrative Support				
County Workforce	21	14	86	X
Working-Age	X	38	62	141,985
Underrepresentation	X	-24	X	X

³⁴ The total number of people who had worked for the County at least one day during the 2018 calendar year.

**HUMAN RESOURCES
2018 OUTREACH AND RECRUITMENT DATA
37 EMPLOYEES**

RACE AND ETHNICITY

Demographics by Race and Ethnicity ³⁵	White (%)	Black (%)	Hispanic (%)	Asian (%)	Native Hawaiian/Pacific Islander (%)	American Indian Alaska Native (%)	Two or More Races (%)
Officials and Administrators							
County Workforce	100	0	0	0	0	0	0
Working-Age	66	7	10	14	1	0	2
Underrepresentation	X	-7	-10	-14	-1	X	-2
Professionals							
County Workforce	58	18	8	8	8	0	0
Working-Age	60	7	9	21	0	0	2
Underrepresentation	-2	X	-1	-13	X	X	-2
Administrative Support							
County Workforce	33	19	33	14	0	0	0
Working-Age	53	10	19	15	1	0	2
Underrepresentation	-20	X	X	-1	-1	X	-2

³⁵ The Census Bureau categorizes ethnicity into two categories: Hispanic or Latino OR not Hispanic or Latino. The terms "Hispanic," "Latino," and "Spanish" are used interchangeably. Some respondents identify with all three terms while others may identify with only one of these three specific terms. Hispanics or Latinos who identify with the terms "Hispanic," "Latino," or "Spanish" are those who classify themselves in one of the specific Hispanic, Latino, or Spanish categories as Mexican, Puerto Rican, or Cuban. People who do not identify with one of the specific origins listed indicate that they are "another Hispanic, Latino, or Spanish origin" are those whose origins are from Spain, the Spanish-speaking countries of Central or South America, or the Dominican Republic.



**HUMAN RESOURCES
OUTREACH AND RECRUITMENT PLAN
FY 2019-2020**

Issue: The Board of Supervisors remains committed to maintaining a diverse and inclusive workforce which is reflective of the communities that we serve. The Human Resources Department statistical data for gender underrepresentation is listed below:

Male

- Officials and Administrators - 58%
- Professionals - 21%
- Administrative Support - 24%

White

- Administrative Support - 20%

Black

- Officials and Administrators - 7%

Hispanic

- Officials and Administrators - 10%

Asian

- Officials and Administrators - 14%
- Professionals - 13%

Objective: Increase outreach to underrepresented candidates for positions in the Human Resources Department.

Message: The department will continue to develop and utilize innovative recruitment tools to attract a diverse applicant pool of qualified candidates desiring a career in government human resources including advertising employment opportunities on websites that will reach a more diverse workforce.

Tools: Our current recruitment strategies include distribution of all County job opportunities to a vast number of community and faith based organizations, colleges, cities, employment placement services, including our own county offices, such as the Contra Costa County Library, Veterans Services and the Employment and Human Services Department.

Our plan is to post vacancies on websites to include: CareersinGovernment, Monster, Hot Jobs, Craigslist, CareerBuilder, Dice, Indeed, Bay Area Careers, SimplyHired, etc. and social media sites such as Facebook, Instagram, Twitter and LinkedIn.

We will also reach out to select universities including University of California, Berkeley, University of California, Los Angeles, University of California, Davis. Local colleges such as Cal State East Bay, Los Medanos and Diablo Valley as well as other adult schools in the area will be targeted. We will continue to post on sites geared toward human resources professionals such as SHRM, CALPELRA and IPMA.

Message Distribution

STRATEGY	ELEMENT	TASKS
Attend job and career fairs geared towards recruiting underrepresented candidates	Personal Contact	Attend at least 4 job and career fairs during the fiscal year to distribute information on the department's vacancies.
Partner with community/faith based organizations to reach a diverse candidate pool.	Personal Contact	Create professional relationships and partner with community based organizations such as the Monument Crisis Center, the RYSE Center, etc..
Research employment websites and register to join the online community.	Internet/Computer	Advertise employment opportunities on targeted websites that will reach underrepresented candidates
Partner with our local adult schools and community colleges to attract and recruit students to consider careers in Human Resources.	Personal Contact with College Counselors and Advisors	Reach out to local adult schools and junior colleges such as Martinez Adult School, Mt, Diablo Adult Education, West Contra Costa Adult Education, Loma Vista Adult Education, Acalanes Adult Education Diablo Valley College, and Los Medanos College

Increase utilization of social media	Internet/Computer	Advertise employment opportunities on Facebook, Instagram, Twitter and LinkedIn.
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**Contact: Barbara Vargen-Kotchevar, Human Resources Department
(925) 335-1751**

LIBRARY

The Office of EEO analyzed the workforce underrepresentation within each department as of December 31, 2018. EEO compared the department's workforce statistical data from December 31, 2018 to help determine the effectiveness of the County's outreach program. The job occupational categories and definitions are listed below.

- **Officials and Administrators:** Occupations in which employees set broad policies, exercise overall responsibility for execution of these policies, or direct individual departments or special phases of the agency's operations, or provide specialized consultation on a regional, district or area basis such as Department Heads.
- **Professionals:** Occupations which require specialized and theoretical knowledge which is usually acquired through college training, work experience and other training which provides comparable knowledge such as HR professionals, accountants, and attorneys.
- **Technicians:** Occupations which require a combination of basic scientific or technical knowledge and manual skill which can be obtained through specialized post-secondary school education or through equivalent on-the-job training such as laboratory analysts and civil engineering assistants.
- **Administrative Support:** Occupations in which workers are responsible for internal and external communications, recording, and retrieval of data and/or information and other paperwork required in an office such as secretaries, administrative office assistants, and police clerks.

**LIBRARY
2018 OUTREACH AND RECRUITMENT DATA
311 EMPLOYEES**

GENDER

Demographics By Gender	Total Department Workforce ³⁶	Male (%)	Female (%)	Working-Age Population by Job Category
Officials and Administrators				
Officials and	2	0	100	X
Working-Age	X	58	42	82,930
Underrepresentation	X	-58	X	X
Professionals				
Professionals	64	14	86	X
Working-Age	X	46	54	108,045
Underrepresentation	X	-32	X	X
Technicians				
Technicians	5	60	40	X
Working-Age	X	51	49	13,265
Underrepresentation	X	X	-9	X
Administrative Support				
Administrative	240	23	77	X
Working-Age	X	38	62	141,985
Underrepresentation	X	-15	X	X

³⁶ The total number of people who had worked for the County at least one day during the 2018 calendar year.

**LIBRARY
2018 OUTREACH AND RECRUITMENT DATA
311 EMPLOYEES**

RACE AND ETHNICITY

Demographics by Race and Ethnicity ³⁷	White (%)	Black (%)	Hispanic (%)	Asian (%)	Native Hawaiian/Pacific Islander (%)	American Indian/Alaska Native (%)	Two or more Races (%)
Officials and Administrators							
County Workforce	50	0	50	0	0	0	0
Working-Age	66	7	10	14	1	0	2
Underrepresentation	-16	-7	X	-14	-1	X	-2
Professionals							
County Workforce	80	0	9	5	0	0	6
Working-Age	60	7	9	21	0	0	2
Underrepresentation	X	-7	X	-16	X	X	X
Technicians							
County Workforce	60	0	0	20	0	0	20
Working-Age	51	7	10	27	0	1	2
Underrepresentation	X	-7	-10	-7	X	-1	X
Administrative Support							
County Workforce	59	7	14	9	2	0	9
Working-Age	53	10	19	15	1	0	2
Underrepresentation	X	-3	-5	-6	X	X	X

³⁷ The Census Bureau categorizes ethnicity into two categories: Hispanic or Latino OR not Hispanic or Latino. The terms "Hispanic," "Latino," and "Spanish" are used interchangeably. Some respondents identify with all three terms while others may identify with only one of these three specific terms. Hispanics or Latinos who identify with the terms "Hispanic," "Latino," or "Spanish" are those who classify themselves in one of the specific Hispanic, Latino, or Spanish categories as Mexican, Puerto Rican, or Cuban. People who do not identify with one of the specific origins listed indicate that they are "another Hispanic, Latino, or Spanish origin" are those whose origins are from Spain, the Spanish-speaking countries of Central or South America, or the Dominican Republic.



LIBRARY OUTREACH AND RECRUITMENT PLAN FY 2019-2020

Issue: The Board of Supervisors remains committed to maintain a diverse and inclusive workforce which is reflective of the communities that we serve.

According to the December 31, 2018 Contra Costa County Outreach and Recruitment Data Report, males are under-represented in the Library Department by the following percentage in the three (3) occupational categories noted below:

- Officials and Administrators: 58%
- Professionals: 32%
- Administrative Support: 15%

Females are under-represented in one (1) occupational category:

- Technicians: 9%

In addition, demographics by race and ethnicity show an underrepresentation of Whites by 16%, Asians by 14%, and Blacks by 7% in the Officials and Administrators occupational category, an underrepresentation of Asians by 16% and Blacks by 7% in the Professionals occupational category, and an underrepresentation of Hispanics by 10%, Blacks by 7% and Asians by 7% in the Technicians occupational category.

Objective: Ensure that the Library workforce reflects the diversity of the County by continuing to diversify staff in all Library work units while increasing the presence of males, Whites, Blacks, Hispanics and Asians within the workforce.

The Library currently meets this objective in the following areas:

- Demographics by race and ethnicity in the Administrative Support Occupational Category.

Message: The Library will continue to conduct targeted outreach efforts to in order to create a more diverse applicant pool of qualified candidates to apply for vacant positions. This effort will continue to be a part of the Library’s overall Marketing Communications Plan developed in support of the Library’s strategic goal of promoting its value, programs and opportunities to the community.

Measurement: The Library will conduct an annual review of applicants as well as employees hired and promoted.

Tools: Social media
 Local job fairs and career days
 Local community based events
 Websites geared towards helping men find employment
 Bridge to Success pilot program
 Informational bookmarks
 Other Library literature

Message Distribution

STRATEGY	ELEMENT	TASKS
<p>Participate in job and career fairs, attend community events, and staff employer recruiter booth.</p> <p>Network with local community colleges and universities to increase the applicant pool and explain the Library’s recruitment mission, strategic plan and goals.</p>	<p>Personal Contact/Outreach and Engagement</p>	<p>The Libraries will continue to participate in local community events that target underserved populations. We will inform and promote community library job and volunteer opportunities.</p> <p>Community Events:</p> <ul style="list-style-type: none"> • California Library Association (CLA) Conference • High School Career Days <p>Job Fairs:</p> <ul style="list-style-type: none"> • Diablo Valley Career Fair / Open House • San Jose State Public Service Career Fair

<p>Update promotional bookmark or brochure explaining outreach objective for each external recruitment.</p>	<p>Publication/Print Media</p>	<p>Distribute and promote recruitments at all 26 Library locations.</p>
<p>Update and expand existing list of websites where job vacancies are posted to include websites that are geared towards males and others.</p>	<p>Internet/Computer Personal Contact/Outreach and Engagement</p>	<p>Research employment websites for males. Research employment websites for others. Contact, register and post vacancies at:</p> <ul style="list-style-type: none"> • Asian-jobs.com • Diversity.com • ncfm.org (National Coalition for Men) • naaapsf.org (National Association of Asian American Professionals) • Shelter, Inc. • Salvation Army • League of San Francisco • Expanded CLA mailing lists
<p>Utilize social media to expand exposure of open job opportunities.</p>	<p>Electronic Media</p>	<p>Post link to open job opportunities on the Department's Facebook page.</p>

Participate in Bridge to Success Pilot Program for individuals with developmental disabilities.	Recruitment	Monitor One (1) 40/40 Clerk-Beginning Level Project position, Cancel One (1) 40/40 Clerk Beginning Level Project position and add two (2) 20/40 Clerk Beginning Level Project positions. Hire two (2) part time employees and evaluate performance on a quarterly basis.
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Contact: Beth A. Kilian, Administrative Services Officer
bkilian@ccclib.org

PROBATION

The Office of EEO analyzed the workforce underrepresentation within each department as of December 31, 2018. EEO compared the department's workforce statistical data from December 31, 2018 to help determine the effectiveness of the County's outreach program. The job occupational categories and definitions are listed below.

- **Officials and Administrators:** Occupations in which employees set broad policies, exercise overall responsibility for execution of these policies, or direct individual departments or special phases of the agency's operations, or provide specialized consultation on a regional, district or area basis such as Department Heads.
- **Professionals:** Occupations which require specialized and theoretical knowledge which is usually acquired through college training, work experience and other training which provides comparable knowledge such as HR professionals, accountants, and attorneys.
- **Technicians:** Occupations which require a combination of basic scientific or technical knowledge and manual skill which can be obtained through specialized post-secondary school education or through equivalent on-the-job training such as laboratory analysts and civil engineering assistants.
- **Administrative Support:** Occupations in which workers are responsible for internal and external communications, recording, and retrieval of data and/or information and other paperwork required in an office such as secretaries, administrative office assistants, and police clerks.
- **Service-Maintenance:** Occupations in which workers perform duties that result in or contribute to the comfort, convenience, hygiene or safety of the general public such as maintenance workers and custodians.
- **Protective Service Workers (Sworn):** Occupations in which workers are entrusted with public safety, security and protection from destructive forces.
- **Protective Service Workers (Non-Sworn):** Occupations that perform technical and support work in safety or law enforcement work, which does not require a sworn person. Examples include community service officers and animal control officers.

**PROBATION
2018 OUTREACH AND RECRUITMENT DATA
339 EMPLOYEES**

GENDER

Demographics By Gender	Total Department Workforce ³⁸	Male (%)	Female (%)	Working-Age Population by Job Category
Officials and Administrators				
County Workforce	13	54	46	X
Working-Age	X	58	42	82,930
Underrepresentation	X	-4	X	X
Professionals				
County Workforce	30	57	43	X
Working-Age	X	46	54	108,045
Underrepresentation	X	X	-11	X
Technicians				
County Workforce	3	100	0	X
Working-Age	X	51	49	13,265
Underrepresentation	X	X	-49	X
Administrative Support				
County Workforce	40	8	92	X
Working-Age	X	38	62	141,985
Underrepresentation	X	-30	X	X
Service Maintenance				
County Workforce	16	81	19	X
Working-Age	X	58	42	122,730
Underrepresentation	X	X	-23	X
Protective Services (Sworn)				
County Workforce	106	42	58	X
Working-Age	X	82	18	9,480
Underrepresentation	X	-40	X	X
Protective Services (Non-Sworn)				
County Workforce	131	60	40	X
Working-Age	X	54	46	810
Underrepresentation	X	X	-6	X

³⁸ The total number of people who had worked for the County at least one day during the 2018 calendar year.

**PROBATION
2018 OUTREACH AND RECRUITMENT DATA
339 EMPLOYEES**

RACE AND ETHNICITY

Demographics by Race and Ethnicity ³⁹	White (%)	Black (%)	Hispanic (%)	Asian (%)	Native Hawaiian/ Pacific Islander (%)	American Indian Alaska Native (%)	Two or More Races (%)
Officials and Administrators							
County Workforce	54	31	8	0	0	0	7
Working-Age Population	66	7	10	14	1	0	2
Underrepresentation	-12	X	-2	-14	-1	X	X
Professionals							
County Workforce	60	17	17	3	0	0	3
Working-Age Population	60	7	9	21	0	0	2
Underrepresentation	X	X	X	-18	X	X	X
Technicians							
County Workforce	100	0	0	0	0	0	0
Working-Age Population	51	7	10	27	0	1	2
Underrepresentation	X	-7	-10	-27	X	-1	-2
Administrative Services							
County Workforce	50	17	10	18	0	0	5
Working-Age Population	53	10	19	15	1	0	2
Underrepresentation	-3	X	-9	X	-1	X	X
Service Maintenance							
County Workforce	31	38	19	6	0	0	6
Working-Age Population	33	10	42	12	0	0	1
Underrepresentation	-2	X	-23	-6	X	X	X
Protective Services (Sworn)							
County Workforce	37	30	25	4	0	0	4
Working-Age Population	53	15	15	10	3	0	3
Underrepresentation	-16	X	X	-6	-3	X	X
Protective Services (Non-Sworn)							
County Workforce	28	34	28	4	1	1	4
Working-Age Population	65	1	22	8	0	0	5
Underrepresentation	-37	X	X	-4	X	X	-1

³⁹ The Census Bureau categorizes ethnicity into two categories: Hispanic or Latino OR not Hispanic or Latino. The terms "Hispanic," "Latino," and "Spanish" are used interchangeably. Some respondents identify with all three terms while others may identify with only one of these three specific terms. Hispanics or Latinos who identify with the terms "Hispanic," "Latino," or "Spanish" are those who classify themselves in one of the specific Hispanic, Latino, or Spanish categories as Mexican, Puerto Rican, or Cuban. People who do not identify with one of the specific origins listed indicate that they are "another Hispanic, Latino, or Spanish origin" are those whose origins are from Spain, the Spanish-speaking countries of Central or South America, or the Dominican Republic.



PROBATION OUTREACH AND RECRUITMENT PLAN FY 2019-2020

Issue: The Board of Supervisors remains committed to maintain a diverse and inclusive workforce, which is reflective of the communities that we serve. As of December 31, 2018, the Probation Department's statistical data indicates the following:

- Females are underrepresented in Professional, Technical, and Service Maintenance positions;
- Males are underrepresented in Administrative Support and Protective Service (Sworn) positions;
- Whites are underrepresented in Officials and Administration, and Protective Services (Sworn and Non-sworn) positions;
- Blacks are underrepresented in Technician positions;
- Hispanics are underrepresented in Technician, Administrative Services and Service Maintenance positions;
- Asians are underrepresented in Official and Administrator, Professional, and Technician positions;

Objective: Increase the applicant flow of underrepresented groups within our workforce by conducting specific outreach and recruitment efforts to educational and vocational training service providers, professional organizations, and online recruitment and employment resource sites who serve the populations listed above.

Message: Probation will conduct strategic outreach efforts with the groups and organizations listed above and online websites that serve those populations where we have underrepresentation. The proactive measures will help to create a more diverse applicant pool of qualified candidates to apply for departmental vacancies.

- Tools:**
- Local job fairs and career days
 - Local Adult Education and vocational training programs
 - Local colleges and universities
 - Websites geared towards helping underrepresented populations find employment
 - Informational brochures
 - Social Media Sources
 - Chief Probation Officers of California (CPOC) Website

Message Distribution

STRATEGY	ELEMENT	TASKS
Outreach to diverse colleges and universities with criminal justice and corrections related degree programs	Personal Contact	Create professional relationships and partner with local colleges such as DVC, Los Medanos, and Cal State East Bay to make presentations in classes, and provide organized tours of facilities for students
Outreach to diverse Adult Education and vocational training programs with technical and administrative support skill development programs	Personal Contact	Create professional relationships and partner with local education programs such as the five regional Adult Education centers, and the Contra Costa County Office of Education
Increase ease of communicating employment opportunities, minimum qualifications for hire, and applicant processes through printed resource material	Publication / Print Media	Create recruitment fliers to be disseminated by staff when they come in contact with potential job applicants
Use employment websites focused on the underrepresented populations	Internet/Computer	Register with websites such as http://www.opportunityjunction.org/ and http://www.eastbayworks.com/cccounty/

		https://www.cpoc.org/employment-opportunities to post vacancies and open recruitments
Attend job and career fairs focused on the underrepresented populations	Personal Contact	Attend at least three job and career fairs during the fiscal year sponsored by organizations that identify with diverse populations

Contact: Jeff Waters
Jeff.waters@prob.cccounty.us

PUBLIC DEFENDER

The Office of EEO analyzed the workforce underrepresentation within each department as of December 31, 2018. EEO compared the department's workforce statistical data from December 31, 2018 to help determine the effectiveness of the County's outreach program. The job occupational categories and definitions are listed below.

- **Officials and Administrators**: Occupations in which employees set broad policies, exercise overall responsibility for execution of these policies, or direct individual departments or special phases of the agency's operations, or provide specialized consultation on a regional, district or area basis such as Department Heads.
- **Professionals**: Occupations which require specialized and theoretical knowledge which is usually acquired through college training, work experience and other training which provides comparable knowledge such as HR professionals, accountants, and attorneys.
- **Administrative Support**: Occupations in which workers are responsible for internal and external communications, recording, and retrieval of data and/or information and other paperwork required in an office such as secretaries, administrative office assistants, and police clerks.

**PUBLIC DEFENDER
2018 OUTREACH AND RECRUITMENT PLANS
135 EMPLOYEES**

GENDER

Demographics By Gender	Total Department Workforce ⁴⁰	Male (%)	Female (%)	Working-Age Population by Job Category
Officials and Administrators				
Officials and	11	18	82	X
Working-Age	X	58	42	82,930
Underrepresentation	X	-40	X	X
Professionals				
Professionals	90	34	66	X
Working-Age	X	46	54	108045
Underrepresentation	X	-12	X	X
Administrative Support				
Administrative	34	21	79	X
Working-Age	X	38	62	141,985
Underrepresentation	X	-17	X	X

⁴⁰ The total number of people who had worked for the County at least one day during the 2018 calendar year.

**PUBLIC DEFENDER
2018 OUTREACH AND RECRUITMENT PLANS
135 EMPLOYEES**

RACE AND ETHNICITY

Demographics by Race and Ethnicity ⁴¹	White (%)	Black (%)	Hispanic (%)	Asian (%)	Native Hawaiian/Pacific Islander (%)	American Indian/Alaska Native (%)	2 or more Races (%)
Officials and Administrators							
County Workforce	73	9	0	9	0	9	0
Working-Age	66	7	10	14	1	0	2
Underrepresentatio	X	X	-10	-5	-1	X	-2
Professionals							
County Workforce	57	14	16	3	0	0	10
Working-Age	60	7	9	21	0	0	2
Underrepresentatio	-3	X	X	-18	X	X	X
Administrative Support							
County Workforce	12	35	44	9	0	0	0
Working-Age	53	10	19	15	1	0	2
Underrepresentatio	-41	X	X	-6	-1	X	-2

⁴¹ The Census Bureau categorizes ethnicity into two categories: Hispanic or Latino OR not Hispanic or Latino. The terms "Hispanic," "Latino," and "Spanish" are used interchangeably. Some respondents identify with all three terms while others may identify with only one of these three specific terms. Hispanics or Latinos who identify with the terms "Hispanic," "Latino," or "Spanish" are those who classify themselves in one of the specific Hispanic, Latino, or Spanish categories as Mexican, Puerto Rican, or Cuban. People who do not identify with one of the specific origins listed indicate that they are "another Hispanic, Latino, or Spanish origin" are those whose origins are from Spain, the Spanish-speaking countries of Central or South America, or the Dominican Republic.



**PUBLIC DEFENDER
OUTREACH AND RECRUITMENT PLAN
FY 2019-2020**

Issue: The Board of Supervisors remains committed to maintain a diverse and inclusive workforce which is reflective of the communities that we serve. As of December 31, 2018, the Office of the Public Defender workforce statistical data indicates the following:

- Males are underrepresented in the Officials and Administrators, Professionals and Administrative Support positions;
- Whites are underrepresented in the Administrative Support positions.
- Hispanics are underrepresented in Officials and Administrator positions; and
- Asians are underrepresented in Professional Positions.

Objectives:

- Increase the applicant flow of underrepresented groups within our Department's workforce by conducting specific outreach and targeted recruitment efforts to Community/Faith Based Organizations, Professional Groups and online recruitment sites who serve the populations listed above.

Message: The Department will continue to conduct strategic and targeted outreach efforts to traditionally underrepresented racial minorities, in order to create a more diverse applicant pool of qualified candidates to apply for vacant positions.

Tools: We will continue to increase the pool of eligible applicants for positions in the department by targeting outreach to local colleges, universities and law schools with our above objectives in mind.

Accomplishments: Our Department is primarily financed through the general fund; therefore, we are limited in the number of positions that we are able to fill through attrition vacancies. However, we have recently been successful in securing outside grant funding for some positions. In the future we will continue to strive to hire into these positions from a broad applicant pool with a focus on our underrepresented categories.

Finally, to maintain the diversity of our workforce, the Department Head has formed a diversity

committee to actively recruit minority attorney and graduate law clerk applicants from a diverse array of law schools. The Department strives to promote diversity and achieve gender-balance in the graduate law clerk pool, as this group is a significant source of applicants for the entry-level attorney positions. Although the workforce of this Department represents only a small portion of the County’s overall workforce, because of the significant diversity in our client population, we are uniquely focused and committed to achieving the County EEO and Recruitment targets.

Message Distribution

STRATEGY	ELEMENT	TASKS
<p>Network with Universities such as Cal State East Bay, UCLA, USC, UC Davis, SF State, USF Golden Gate Univ. and local Community Colleges as well as local High Schools to increase the applicant pool and explain the Office of the Public Defender’s outreach and recruitment mission and goals</p>	<p>Publication Print Media</p>	<p>Reach out to Academic Career Advisors and Alumni Relations to explain the department’s goal of increasing the pool of qualified males; send informational letters local High Schools and Community Colleges.</p>
<p>Attend local job and diversity fairs at UC Hastings; Cal State East Bay, UC Davis, SF State, USF Golden Gate Univ.</p>	<p>Personal Contact</p>	<p>Attend and provide flyers that can be distributed at job and diversity fairs; explain department goals to attain diversity and gender-balance in the workforce.</p>
<p>Email job vacancies to local colleges, universities and law schools to reach a greater applicant pool</p>	<p>Electronic</p>	<p>Send job announcements of vacancies via email including the department goals of attracting a workforce that is diverse and gender-balanced.</p>

Contact: Joanne Sanchez-Rosa, Administrative Services Officer 925-335-8065
Joanne.Sanchez-Rosa@pd.cccounty.us

PUBLIC WORKS

The Office of EEO analyzed the workforce underrepresentation within each department as of December 31, 2018. EEO compared the department's workforce statistical data from December 31, 2018 to help determine the effectiveness of the County's outreach program. The job occupational categories and definitions are listed below.

- **Officials and Administrators**: Occupations in which employees set broad policies, exercise overall responsibility for execution of these policies, or direct individual departments or special phases of the agency's operations, or provide specialized consultation on a regional, district or area basis such as Department Heads.
- **Professionals**: Occupations which require specialized and theoretical knowledge which is usually acquired through college training, work experience and other training which provides comparable knowledge such as HR professionals, accountants, and attorneys.
- **Technicians**: Occupations which require a combination of basic scientific or technical knowledge and manual skill which can be obtained through specialized post-secondary school education or through equivalent on-the-job training such as laboratory analysts and civil engineering assistants.
- **Administrative Support**: Occupations in which workers are responsible for internal and external communications, recording, and retrieval of data and/or information and other paperwork required in an office such as secretaries, administrative office assistants, and police clerks.
- **Skilled Crafts**: Occupations in which workers perform jobs which require special manual skill and a thorough and comprehensive knowledge of the processes involved such as electricians and tree trimmers.
- **Service-Maintenance**: Occupations in which workers perform duties that result in or contribute to the comfort, convenience, hygiene or safety of the general public such as maintenance workers and custodians.

**PUBLIC WORKS
2018 OUTREACH AND RECRUITMENT DATA
373 EMPLOYEES**

GENDER

Demographics By Gender	Total Department Workforce ⁴²	Male (%)	Female (%)	Working-Age Population by Job Category
Officials and Administrators				
County Workforce	15	80	20	X
Working-Age Population	X	58	42	82,930
Underrepresentation	X	X	-22	X
Professionals				
County Workforce	91	49	51	X
Working-Age Population	X	46	54	108,045
Underrepresentation	X	X	-3	X
Technicians				
County Workforce	37	78	22	X
Working-Age Population	X	51	49	13,265
Underrepresentation	X	X	-27	X
Administrative Support				
County Workforce	56	36	64	X
Working-Age Population	X	38	62	141,985
Underrepresentation	X	-2	X	X
Skilled Craft				
County Workforce	65	98	2	X
Working-Age Population	X	95	5	41,025
Underrepresentation	X	X	-3	X
Service Maintenance				
County Workforce	109	85	15	X
Working-Age Population	X	58	42	122,730
Underrepresentation	X	X	-27	X

⁴² The total number of people who had worked for the County at least one day during the 2018 calendar year.

**PUBLIC WORKS
2018 OUTREACH AND RECRUITMENT DATA
373 EMPLOYEES**

RACE AND ETHNICITY

Demographics by Race and Ethnicity ⁴³	White (%)	Black (%)	Hispanic (%)	Asian (%)	Native Hawaiian/Pacific Islander (%)	American Indian/Alaska Native (%)	2 or more Races (%)
Officials and Administrators							
County Workforce	67	0	13	7	0	0	13
Working-Age Population	66	7	10	14	1	0	2
Underrepresentation	X	-7	X	-7	-1	X	X
Professionals							
County Workforce	59	4	13	18	0	0	6
Working-Age Population	60	7	9	21	0	0	2
Underrepresentation	-1	-3	X	-3	X	X	X
Technicians							
County Workforce	73	0	8	0	5	3	11
Working-Age Population	51	7	10	27	0	1	2
Underrepresentation	X	-7	-2	-27	X	X	X
Administrative Support							
County Workforce	48	7	18	20	3	2	2
Working-Age Population	53	10	19	15	1	0	2
Underrepresentation	X	-3	-1	X	X	X	X
Service Maintenance							
County Workforce	38	18	35	6	0	1	2
Working-Age Population	33	10	42	12	0	0	1
Underrepresentation	X	X	-7	-6	X	X	X
Skilled Craft Workers							
County Workforce	60	8	17	9	0	3	3
Working-Age Population	49	6	35	7	1	0	1
Underrepresentation	X	X	-18	X	-1	X	X

⁴³ The Census Bureau categorizes ethnicity into two categories: Hispanic or Latino OR not Hispanic or Latino. The terms "Hispanic," "Latino," and "Spanish" are used interchangeably. Some respondents identify with all three terms while others may identify with only one of these three specific terms. Hispanics or Latinos who identify with the terms "Hispanic," "Latino," or "Spanish" are those who classify themselves in one of the specific Hispanic, Latino, or Spanish categories as Mexican, Puerto Rican, or Cuban. People who do not identify with one of the specific origins listed indicate that they are "another Hispanic, Latino, or Spanish origin" are those whose origins are from Spain, the Spanish-speaking countries of Central or South America, or the Dominican Republic.



CONTRA COSTA COUNTY PUBLIC WORKS DEPARTMENT OUTREACH AND RECRUITMENT PLAN FY 2019-2020

- Issue:** The Board of Supervisors remains committed to maintain a diverse and inclusive workforce which is reflective of the communities we serve. As of December 31, 2018, the Public Works Department statistical data indicates the following:
- Women are underrepresented in Officials and Administrators, Technical, and Service Maintenance positions.
 - Latinos are underrepresented in Skilled Craft and Service Maintenance positions.
 - African Americans are underrepresented in Officials and Administrators and Technical positions.
 - Asian Americans are underrepresented in Officials and Administrators and Technical positions.
- Objective:** Increase the applicant flow of underrepresented groups within our workforce by conducting specific outreach and targeted recruitment efforts to Community/Faith Based Organizations, Professional Groups and online recruitment sites who serve the populations listed above.
- Message:** The Public Works Department will conduct strategic and targeted recruitment efforts to create a more diverse applicant pool of qualified candidates for vacant positions. We will electronically send these organizations recruitment information for all open positions within the department during the fiscal year. This targeted recruitment method will help to create a more diverse applicant pool of qualified candidates to apply for Public Works positions.
- Tools:**
- Community/ faith based organizations
 - Local job fairs and career days
 - Colleges and universities
 - University journals and alumni associations

- Websites that cater to our target audiences
- Create and distribute informational brochures
- Work with education sector to identify potential student interns interested in Public Works careers

Message Distribution

STRATEGY	ELEMENT	TASKS
Create brochure that explains the Public Works department outreach and recruitment mission and goals.	Publication and Print Media	Send brochures to CBOs such as Rubicon, St. Vincent de Paul of Alameda and Contra Costa Counties, Job Train, and Green Job Corps. Brochures will also be distributed at job and career fairs, as well as conferences and seminars.
Attend job and career fairs that serve women and people of color	Personal Contact	Attend at least 2 job fairs hosted by colleges, universities, community based organizations and professional organizations that serve women and people of color.
Post job vacancies online to reach Public Works target audience.	Electronic	Post job opportunities on websites that target job seekers that are women and people of color, such as tradeswomen.org , womenforhire.com ; Society for Black Engineers, Society for Women Engineers, Society for Hispanic Engineers, etc.
Develop relationships with organizations that have apprentice and training programs for trades occupations	Personal contact	Partner with local CBOs, apprenticeship, and training programs for trades occupations (i.e. Green Job Corps, Treasure Island Job Corps, and Job Train), to assist the department in identifying a diverse pool of candidates that may be interested in applying for Public Works positions.
Develop relationships with colleges, trade schools and universities to participate in job fairs and advertise job opportunities.	Personal contact	Partner with community colleges, trade schools and California universities to attend their sponsored job fairs and post on their job boards (i.e. Contra Costa Community Colleges, Universal Technical Institute, IBT Tech, UCs and CSUs)

<p>Ensure that oral board and interview panels reflect the diversity of the candidate pool</p>	<p>Personal contact</p>	<p>When contacting potential oral board raters and identifying interview panel members, ensure that there is appropriate diversity on the panels.</p>
<p>Utilize and promote Summer Student Intern program with a goal of hiring women and people of color.</p>	<p>Electronic and Personal Contact</p>	<p>Continue to advertise Summer Student Intern program and identify students that are interested in engineering occupations, or are currently engineering students.</p> <p>Pursue new contract with Contra Costa County Office of Education to hire Student Interns between the ages of 18 – 23 who have barriers to obtaining employment.</p>

Contact: Adrienne Todd, Departmental Personnel Officer
Adrienne.Todd@pw.cccounty.us

SHERIFF-CORONER

The Office of EEO analyzed the workforce underrepresentation within each department as of December 31, 2018. EEO compared the department's workforce statistical data from December 31, 2018 to help determine the effectiveness of the County's outreach program. The job occupational categories and definitions are listed below.

- **Officials and Administrators**: Occupations in which employees set broad policies, exercise overall responsibility for execution of these policies, or direct individual departments or special phases of the agency's operations, or provide specialized consultation on a regional, district or area basis such as Department Heads.
- **Professionals**: Occupations which require specialized and theoretical knowledge which is usually acquired through college training or through work experience and other training which provides comparable knowledge such as HR professionals, accountants, and attorneys.
- **Technicians**: Occupations which require a combination of basic scientific or technical knowledge and manual skill which can be obtained through specialized post-secondary school education or through equivalent on-the-job training. They include jobs such as laboratory analysts and civil engineering assistants.
- **Administrative Support**: Occupations in which workers are responsible for internal and external communications, recording, and retrieval of data and/or information and other paperwork required in an office such as secretaries, administrative office assistants, and police clerks.
- **Service-Maintenance**: Occupations in which workers perform duties that result in or contribute to the comfort, convenience, hygiene or safety of the general public such as maintenance workers and custodians.
- **Protective Service Workers (Sworn)**: Occupations in which workers are entrusted with public safety, security and protection from destructive forces.
- **Protective Service Workers (Non-Sworn)**: Occupations that perform technical and support work in safety or law enforcement work, which does not require a sworn person. Examples include community service officers and animal control officers.

**SHERIFF-CORONER
2018 OUTREACH AND RECRUITMENT DATA
1051 EMPLOYEES**

GENDER

Demographics By Gender	Total Department Workforce ⁴⁴	Male (%)	Female (%)	Working-Age Population by Job Category
Officials and Administrators				
County Workforce	10	70	30	X
Working-Age	X	58	42	82,930
Underrepresentation	X	X	-12	X
Professionals				
County Workforce	118	73	27	X
Working-Age	X	46	54	108,045
Underrepresentation	X	X	-27	X
Technicians				
County Workforce	128	74	26	X
Working-Age	X	51	49	13,265
Underrepresentation	X	X	-23	X
Administrative Support				
County Workforce	165	16	84	X
Working-Age	X	38	62	141,985
Underrepresentation	X	-22	X	X
Service Maintenance				
County Workforce	28	79	21	X
Working-Age	X	58	42	122,730
Underrepresentation	X	X	-21	X
Protective Services (Sworn)				
County Workforce	522	85	15	X
Working-Age	X	82	18	9,480
Underrepresentation	X	X	-3	X
Protective Services (Non-Sworn)				
County Workforce	80	60	40	X
Working-Age	X	54	46	810
Underrepresentation	X	X	-6	X

⁴⁴ The total number of people who had worked for the County at least one day during the 2018 calendar year.

**SHERIFF-CORONER
2018 OUTREACH AND RECRUITMENT DATA
1051 EMPLOYEES
RACE AND ETHNICITY**

Demographics by Race and Ethnicity ⁴⁵	White (%)	Black (%)	Hispanic (%)	Asian (%)	Native Hawaiian/ Pacific Islander (%)	American Indian/ Alaska Native (%)	Two or More Races (%)
Officials and Administrators							
County Workforce	80	10	10	0	0	0	0
Working-Age Population	66	7	10	14	1	0	2
Underrepresentation	X	X	0	-14	-1	X	-2
Professionals							
County Workforce	71	6	9	5	0	0	9
Working-Age Population	60	7	9	21	0	0	2
Underrepresentation	X	-1	X	-16	X	X	X
Technicians							
County Workforce	73	3	15	4	1	0	4
Working-Age Population	51	7	10	27	0	1	2
Underrepresentation	X	-4	X	-23	X	-1	X
Administrative Services							
County Workforce	52	16	17	9	2	0	4
Working-Age Population	53	10	19	15	1	0	2
Underrepresentation	-1	X	-2	-6	X	X	X
Service Maintenance							
County Workforce	14	4	57	21	0	0	4
Working-Age Population	33	10	42	12	0	0	1
Underrepresentation	-19	-6	X	X	X	X	X
Protective Services (Sworn)							
County Workforce	66	8	16	5	1	0	4
Working-Age Population	53	15	15	10	3	0	3
Underrepresentation	X	-7	X	-5	-2	X	X
Protective Services (Non-Sworn)							
County Workforce	56	19	19	2	3	0	1
Working-Age Population	65	1	22	8	0	0	5
Underrepresentation	-9	X	-3	-6	X	X	-4

⁴⁵ The Census Bureau categorizes ethnicity into two categories: Hispanic or Latino OR not Hispanic or Latino. The terms "Hispanic," "Latino," and "Spanish" are used interchangeably. Some respondents identify with all three terms while others may identify with only one of these three specific terms. Hispanics or Latinos who identify with the terms "Hispanic," "Latino," or "Spanish" are those who classify themselves in one of the specific Hispanic, Latino, or Spanish categories as Mexican, Puerto Rican, or Cuban. People who do not identify with one of the specific origins listed indicate that they are "another Hispanic, Latino, or Spanish origin" are those whose origins are from Spain, the Spanish-speaking countries of Central or South America, or the Dominican Republic.



SHERIFF-CORONER OUTREACH AND RECRUITMENT PLAN FY 2019-2020

Issue: The Board of Supervisors remains committed to maintain a diverse and inclusive workforce which is reflective of the communities that we serve. As of December 31, 2018, the Office of the Sheriff's workforce statistical data indicates the following:

- Asians are underrepresented in Officials and Administrators, Professional, and Technical positions;
- Blacks are underrepresented in Protective Services (Sworn) positions;
- Whites are underrepresented in Protective Services (Non-Sworn), and Service Maintenance positions;
- Females are underrepresented in Officials and Administrative, Professional, Technical, and Service Maintenance positions;
- Males are underrepresented in Administrative Support positions.

Objective: Increase the recruitment efforts to these underrepresented groups by conducting focused outreach efforts to community organizations, professional groups and online recruitment sites that serve these underrepresented populations.

Message: The Office will conduct strategic and targeted outreach efforts to these underrepresented groups to create a more diverse applicant pool of qualified candidates to apply for and be successful in both sworn and civilian positions within the law enforcement community.

Tools: Community Events and Organizations
Local Job Fairs and Career Days
Local Colleges and Universities
Websites geared toward a diverse group of job seekers interested in working for a law enforcement agency
Incorporate non-sworn job opportunities into our robust sworn recruitment efforts

Message Distribution

STRATEGY	ELEMENT	TASKS
<p>Create brochures, flyers, posters and billboards that demonstrate the diverse workforce of the Office of the Sheriff. To include the non-sworn positions that support the mission of law enforcement.</p>	<p>Publication Print Media Websites</p>	<p>Distribute brochures throughout local and statewide colleges, universities, military bases and East Bay Works. Place advertisements on the SO Law Enforcement Training Center Website, Facebook, Twitter, Claycord.com, and Deputy Sheriff Association Websites.</p>
<p>Attend job fairs and career days that serve a large ethnically diverse population</p>	<p>Personal Contact</p>	<p>Set up class presentations, working job fairs, and workshops at Asian and female-dominated high school, colleges, and universities.</p>
<p>Increase exposure in the local communities served by participating in local and community events.</p>	<p>Personal Contact</p>	<p>Set up recruiting stations at events such as Art and Wine Festivals, Music in the Park, Farmer's Markets, etc. Also canvass shopping centers, strip malls, local down-town shopping areas, fitness centers, etc.</p>

Contact: Mary Jane Robb, Sheriff's Chief of Management Services
mrobb@so.cccounty.us

TREASURER-TAX COLLECTOR

The Office of EEO analyzed the workforce underrepresentation within each department as of December 31, 2018. EEO compared the department's workforce statistical data from December 31, 2018 to help determine the effectiveness of the County's outreach program. The job occupational categories and definitions are listed below.

- **Officials and Administrators:** Occupations in which employees set broad policies, exercise overall responsibility for execution of these policies, or direct individual departments or special phases of the agency's operations, or provide specialized consultation on a regional, district or area basis such as Department Heads.
- **Professionals:** Occupations which require specialized and theoretical knowledge which is usually acquired through college training or through work experience and other training which provides comparable knowledge such as HR professionals, accountants, and attorneys.
- **Technicians:** Occupations which require a combination of basic scientific or technical knowledge and manual skill which can be obtained through specialized post-secondary school education or through equivalent on-the-job training. They include jobs such as laboratory analysts and civil engineering assistants.
- **Administrative Support:** Occupations in which workers are responsible for internal and external communications, recording, and retrieval of data and/or information and other paperwork required in an office such as secretaries, administrative office assistants, and police clerks.

**TREASURER-TAX COLLECTOR
2018 OUTREACH AND RECRUITMENT DATA
29 EMPLOYEES**

GENDER

Demographics By Gender	Total Department Workforce ⁴⁶	Male (%)	Female (%)	Working Age Population by Job Category
Officials and Administrators				
County Workforce	4	25	75	X
Working-Age	X	58	42	82,930
Underrepresentation	X	-33	X	X
Professionals				
County Workforce	5	80	20	X
Working-Age	X	46	54	108,045
Underrepresentation	X	X	-34	X
Technicians				
County Workforce	4	25	75	X
Working-Age	X	51	49	13,265
Underrepresentation	X	-26	X	X
Administrative Support				
County Workforce	16	6	94	X
Working-Age	X	38	62	141,985
Underrepresentation	X	-32	X	X

⁴⁶ The total number of people who had worked for the County at least one day during the 2018 calendar year.

**TREASURER-TAX COLLECTOR
2018 OUTREACH AND RECRUITMENT DATA
29 EMPLOYEES**

RACE AND ETHNICITY

Demographics by Race and Ethnicity ⁴⁷	White (%)	Black (%)	Hispanic (%)	Asian (%)	Native Hawaiian/Pacific Islander (%)	American Indian Alaska Native (%)	Two or More Races (%)
Officials and Administrators							
County Workforce	25	0	25	25	0	0	25
Working-Age	66	7	10	14	1	0	2
Underrepresentation	-41	-7	X	X	-1	X	X
Professionals							
County Workforce	80	0	0	20	0	0	0
Working-Age	60	7	9	21	0	0	2
Underrepresentation	X	-7	-9	-1	X	X	-2
Technicians							
County Workforce	25	75	0	0	0	0	0
Working-Age	51	7	10	27	0	1	2
Underrepresentation	-26	X	-10	-27	X	-1	-2
Administrative Support							
County Workforce	38	25	19	6	0	6	6
Working-Age	53	10	19	15	1	0	2
Underrepresentation	-15	X	X	-9	-1	X	X

⁴⁷ The Census Bureau categorizes ethnicity into two categories: Hispanic or Latino OR not Hispanic or Latino. The terms "Hispanic," "Latino," and "Spanish" are used interchangeably. Some respondents identify with all three terms while others may identify with only one of these three specific terms. Hispanics or Latinos who identify with the terms "Hispanic," "Latino," or "Spanish" are those who classify themselves in one of the specific Hispanic, Latino, or Spanish categories as Mexican, Puerto Rican, or Cuban. People who do not identify with one of the specific origins listed indicate that they are "another Hispanic, Latino, or Spanish origin" are those whose origins are from Spain, the Spanish-speaking countries of Central or South America, or the Dominican Republic.



**CONTRA COSTA COUNTY
OFFICE OF TREASURER-TAX COLLECTOR
OUTREACH AND RECRUITMENT PLAN
FY 2019-2020**

Issue: The Board of Supervisors remains committed to maintain a diverse and inclusive workforce which is reflective of the communities that we serve. As of December 31, 2018, the Office of Treasurer – Tax Collector statistical data indicates the following:

- Males are underrepresented in Officials & Administrators positions (33%) in Technical positions (26%) and in Administrative Support (32%);
- Females are underrepresented in Professional positions (34%);
- Blacks (7%) and Whites (41%) are underrepresented in Officials and Administrator positions;
- Blacks (7%) and Hispanics (9%) are underrepresented in Professional positions;
- Hispanics (10%), Whites (26%) and Asians (27%) are underrepresented in Technical positions;
- Whites (15%) and Asians (9%) are underrepresented in Administrative Support positions.

Objective: Increase the applicant flow of underrepresented groups within our workforce by HR department conducting specific outreach and recruitment efforts to Community/Faith Based Organizations (COBs), Professional Groups and online recruitment sites who serve the populations listed above.

Message: Human Resources will conduct strategic outreach efforts to community/faith based organizations, professional groups and online websites that serve those populations where we have underrepresentation. We request Human Resources in their outreach efforts to electronically send these organizations all

open vacancies within our department during the fiscal year. This proactive measure will help to create a more diverse applicant pool of qualified candidates to apply for departmental vacancies.

- Tools:**
- Distribute information to COBs
 - Local job fairs and career days
 - Local colleges and universities
 - Websites geared towards recruiting males to Officials and Administrators, Technicians and Administrative Support positions
 - Websites geared towards recruiting Black and Hispanic females to Professional positions

Message Distribution

STRATEGY	ELEMENT	TASKS
Partner with Community Based Organizations who serve males who are interested in working in the Officials and Administrators, Technical and Administrative Support fields	Personal Contact/E-mail	County to partner with CBOs and professional organizations. Send job announcements of vacancies via e-mail or by mail to attract a workforce that is diverse and gender balanced.
We recommend HR attend job and career fairs geared towards helping Black and White males find employment as Officials & Administrators and Black and Hispanic females for Professional vacancies	Personal Contact	County HR Representative to attend job and career fairs during the fiscal year. The County will focus on recruiting males for Official & Administrative opportunities and females for Professional opportunities when distributing information about the department's vacancies.
E-mail job vacancies to local community colleges and universities to reach a greater applicant pool	Personal Contact/Electronic	HR to send job announcements of vacancies via e-mail to local colleges such as DVC, Los Medanos and Cal State East Bay.

<p>Partner with professional organizations to reach out to Black and White males to apply for Officials/ Administrators and Black and Hispanic females to apply to Professional positions within our workforce</p>	<p>Personal Contact/Electronic</p>	<p>Register and post job vacancies on websites such as California State Association of Counties (CSAC) www.counties.org/, www.californiacitynews.org, the National Association of Black Accountants Inc. www.sfnabainc.com, and www.idealists.org</p>
<p>Research employment websites and register to join the online community</p>	<p>Electronic</p>	<p>Register and post job vacancies on websites such as www.indeed.com, www.sfbay.craigslist.org, and www.bayareacareer.com/bay_area.php</p>

Contact: Ronda Boler, (925) 957-2888
Ronda.Boler@tax.cccounty.us

VETERANS SERVICES

The Office of EEO analyzed the workforce underrepresentation within each department as of December 31, 2018. EEO compared the department's workforce statistical data from December 31, 2018 to help determine the effectiveness of the County's outreach program. The job occupational categories and definitions are listed below.

- **Officials and Administrators:** Occupations in which employees set broad policies, exercise overall responsibility for execution of these policies, or direct individual departments or special phases of the agency's operations, or provide specialized consultation on a regional, district or area basis such as Department Heads.
- **Professionals:** Occupations which require specialized and theoretical knowledge which is usually acquired through college training or through work experience and other training which provides comparable knowledge such as HR professionals, accountants, and attorneys.
- **Administrative Support:** Occupations in which workers are responsible for internal and external communications, recording, and retrieval of data and/or information and other paperwork required in an office such as secretaries, administrative office assistants, and police clerks.

**VETERANS SERVICES
2018 OUTREACH AND RECRUITMENT DATA
10 EMPLOYEES**

GENDER

Demographics By Gender	Total Department Workforce ⁴⁸	Male (%)	Female (%)	Working-Age Population by Job Category
Officials and Administrators				
County Workforce	1	100	0	X
Working-Age	X	58	42	82,930
Underrepresentation	X	X	-42	X
Professionals				
County Workforce	6	67	33	X
Working-Age	X	46	54	108,045
Underrepresentation	X	X	-21	X
Administrative Support				
County Workforce	3	33	67	X
Working-Age	X	38	62	141,985
Underrepresentation	X	-5	X	X

⁴⁸ The total number of people who had worked for the County at least one day during the 2018 calendar year.

**VETERANS SERVICES
2018 OUTREACH AND RECRUITMENT DATA
10 EMPLOYEES
RACE AND ETHNICITY**

Demographics by Race and Ethnicity ⁴⁹	White (%)	Black (%)	Hispanic (%)	Asian (%)	Native Hawaiian/Pacific Islander (%)	American Indian/Alaska Native (%)	Two or more Races (%)
Officials and Administrators							
County Workforce	100	0	0	0	0	0	0
Working-Age Population	66	7	10	14	1	0	2
Underrepresentation	X	-7	-10	-14	-1	X	-2
Professionals							
County Workforce	83	0	17	0	0	0	0
Working-Age Population	60	7	9	21	0	0	2
Underrepresentation	X	-7	X	-21	X	X	-2
Administrative Support							
County Workforce	67	0	0	0	0	0	33
Working-Age Population	53	10	19	15	1	0	2
Underrepresentation	X	-10	-19	-15	-1	X	X

⁴⁹ The Census Bureau categorizes ethnicity into two categories: Hispanic or Latino OR not Hispanic or Latino. The terms "Hispanic," "Latino," and "Spanish" are used interchangeably. Some respondents identify with all three terms while others may identify with only one of these three specific terms. Hispanics or Latinos who identify with the terms "Hispanic," "Latino," or "Spanish" are those who classify themselves in one of the specific Hispanic, Latino, or Spanish categories as Mexican, Puerto Rican, or Cuban. People who do not identify with one of the specific origins listed indicate that they are "another Hispanic, Latino, or Spanish origin" are those whose origins are from Spain, the Spanish-speaking countries of Central or South America, or the Dominican Republic.



VETERANS SERVICES OUTREACH AND RECRUITMENT PLAN FY 2019-2020

Issue: As of December 31, 2018, the Veterans Service Department's statistical data reflects an under-representation for Women – 42% Officials and Administrators and 21% in Professionals. Officials and Administrators are under-represented in: 7%-Blacks; 10%-Hispanics; 14%-Asians. Professionals are under-represented in: 7%-Blacks; 21%-Asians. Administrative Support are under-represented in: 10%-Blacks; 19% Hispanics; 15%-Asians.

Objective: Increase the visibility of Asians, Hispanics, African Americans, and Women within the workforce. The department will create and nurture partnerships with Community Based Organizations (CBOs) to ensure that we keep them informed about job vacancies and other resources within the County.

Message: The Department will conduct strategic and targeted outreach efforts to Asians, African American, Hispanics, and Women in order to create a more diverse applicant pool of qualified candidates to apply for vacant positions.

Veterans Services has 9.5 FTE with no current vacancies. When a VSR position becomes available for recruitment (approximately 09/2019), our department will utilize job and diversity fairs in an attempt to seek qualified candidates.

Outreach

Tools: Create and distribute informational brochures to CBOs

Attend and participate in local job and diversity fairs

Post job vacancies on websites that are geared toward the Asian population

Outreach

Tools: Create and distribute informational brochures to CBOs

Attend and participate in local job and diversity fairs

Post job vacancies on websites that are geared toward the Asian population

Message Distribution

Strategy	Element	Tasks
<p>Create brochure which explains the Veterans Service Department's outreach and recruitment mission and goals</p>	<p>Publication Print Media</p>	<p>Mail brochures to CBOs that serve the Asian, Hispanic, Black, and Women populations so they can share with their clientele.</p> <p>Brochures will also be distributed at job and diversity fairs; events that we will attend.</p>
<p>Mail employment recruitments for current Veterans Service Department vacancies to CBOs</p>	<p>Personal Contact</p>	<p>Partner with The Shiva Murugan Temple, API Cultural Center, Bay Area Women's Center, and ASNC Young Professionals Group in order to encourage their applications for employment opportunities.</p>
<p>Register and post job vacancies online to reach a broad section of Asian, Hispanic, Black, and Women populations</p>	<p>Electronic</p>	<p>Register and post job vacancies on websites that cater to Asian, Hispanic, Black, and Women populations such as:</p> <p>http://www.asian-jobs.com/</p> <p>http://www.blackcareernetwork.com</p> <p>http://www.workplace-dynamics.com</p> <p>http://bayareawomenscouncil.org/</p>

Contact: Nathan D. Johnson Equal Employment Opportunity Coordinator
Nathan@vs.cccounty.us



**Contra
Costa
County**

To: Board of Supervisors

From: Matt Slattengren

Date: November 12, 2019

Subject: 2018 Annual Crop Report for Contra Costa County Department of Agriculture

RECOMMENDATION(S):

APPROVE the 2018 Annual Crop Report and AUTHORIZE the Agricultural Commissioner, or designee, to submit the publication to the California Department of Food and Agriculture (CDFA).

FISCAL IMPACT:

There is no fiscal impact.

BACKGROUND:

Section 2272 and 2279 of the California Food and Agriculture Code requires the County Agricultural Commissioner to submit an annual report to the State Secretary of CDFA. Data in this report is to be collected and prepared in a manner that will provide the most reliable and accurate estimates of acreage, yield, production, and value. The material is to be presented in a uniform manner, so reports across counties are comparable and of the maximum value to CDFA. The report provides core agricultural statistical data and programmatic information. It includes information about what is being done to eradicate, control, or manage pests. It contains information about the many sources of food production in the County, including commercial and small-scale diversified farms, community and school gardens, and nurseries and livestock production. The report details the work of the Department's staff to support a robust agricultural industry.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/12/2019** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: November 12, 2019

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

By: June McHuen, Deputy

Contact: 608-6600

cc:

CONSEQUENCE OF NEGATIVE ACTION:

A negative action would delay or prevent filing the required county crop report. This would cause a breach in the Memorandum of Understanding (MOU) between the California Department of Food and Agriculture (CDFA) and the California Agricultural Commissioners and Sealers Association (CACASA).

ATTACHMENTS

2018 Crop Report

*Contra Costa County
Agricultural Crop Report
2018
2020 Calendar*

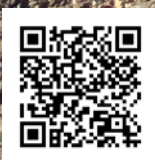


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Staff

Agricultural Commissioner / Sealer of Weights & Measures

Scott Paulsen

Assistant Agricultural Commissioner / Sealer

Matt Slattengren

Deputy Agricultural Commissioners/ Sealers

Gil Rocha, Beth Slate, Larry Yost

Agricultural Biologists

Simone Ackermann, Karen Adler, Keri Brumfield, Ralph Fonseca, Ivan Godwyn, David Hallinan, Omar Luna, Abdoulaye Niang, Lucas Pattie, Wil Schaub, Cecilie Siegel, Greg Spurlock, Jorge Vargas, Janessa Weingand

Weights & Measures Inspectors

Gabriel Adebote, Patrick Bowen, Christine Buelna, Ngozi Egbuna, Harmeet Gill, Chris Michaels

Agricultural & Standards Aides

Karin Linnen, Shannon Smith

Administrative Support

Roxann Crosby, Stephanna Hidalgo

Information Technology Support

Susan Wright

Pest Detection, Pest Management & Glassy-winged Sharpshooter Staff

Ana De Abreu, Danilo Angcla, Barry Dagenbach, Warren Kawamoto, John Luzar, Rick Mata, Linda Mazur, Kerry Motts, Connor Nitsos, Eldren Prieto, Sarah Ratto, Daniel Sinz, Lindsay Skidmore, Tom Wright, Oscar Zaldua

Pest Quarantine Detector Canines

Conan & Major

Contra Costa County

Department of Agriculture / Weights & Measures

2380 Bisso Lane Suite A, Concord, CA 94520 Tel: (925) 608-6600

<http://www.co.contra-costa.ca.us/1542/Agriculture-Weights-Measures>

email: AgCommissioner@ag.cccounty.us

Tom & Sue Wright

Tom and Sue Wright retired at the end of 2018.

Sue worked for Contra Costa Department of Information Technology serving the Department of Agriculture for 20 years.

Tom worked for the Contra Costa Department of Agriculture as a Glassy Winged Sharpshooter Inspector for 8 years.

They plan to travel more and visit family in retirement. Tom is submitting his jams, jellies, preserves and spices for competition in local county fairs.

He also teaches classes on how to make his award winning preserves. Sue is right beside Tom keeping track of all the blue ribbons and best of shows. Sue also does quite a bit of volunteer work.



November 2019

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	2
3	4	5	6	7	8	9
10	11 Veteran's Day Offices Closed	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28 Thanksgiving Offices Closed	29 Offices Closed	30

December 2019

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2	3	4 Grower Continuing Education Meeting	5	6	7 Grower Continuing Education Meeting
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24 Christmas Eve	25 Christmas Day Offices Closed	26	27	28
29	30	31 New Year's Eve				

Agricultural Commissioner and Sealer's Letter

Karen Ross, Secretary
California Department of Food and Agriculture and
The Honorable Board of Supervisors of Contra Costa County

Contra
Costa
County

I am pleased to submit the 2018 Agricultural Crop & Livestock Report for Contra Costa County in accordance with the provisions of Section 2272 and 2279 of the California Food and Agricultural Code.

The total gross value of agricultural crops in 2018 was \$108,556,338 which is a decrease of \$11,884,662 or 10% from 2017. In general, demand and prices have remained strong for agricultural crops in Contra Costa County.

Crop values vary from year to year due to factors such as production, weather, and market conditions. Some notable changes include a 62% increase in the value of field crops and a decrease of 27% of vegetable and seed crop values. Due to a decrease in the total number of head and therefore a decrease in total live weight, livestock and livestock product values decreased in production values about \$2,800,000. Approximately 2.5% or 4,861 acres of the total cultivated acreage was farmed organically on 15 farms.

Twelve crop categories exceeded one million dollars in value this year. These categories in decreasing order include cattle and calves, sweet corn, tomatoes, grapes, cherries, miscellaneous vegetable crops, miscellaneous field crops, rangeland, alfalfa hay, irrigated pasture, peaches and walnuts.

It should be emphasized that the values stated in this report are gross receipts and do not include the cost of production, transportation, or marketing of the products. The economic benefit of agricultural production is generally thought to be about three times the gross production value.

In other notable news for our department, we relocated our main office down the street to 2380 Bisso Lane Suite A in Concord. We now share a building with University of California Cooperative Extension Farm Advisor, including the Contra Costa Master Gardeners.

I truly appreciate the agricultural producers, farmers, ranchers and organizations that shared information and supported our efforts in completing this report. Special recognition goes to all of the staff who assisted in compiling this information to make this report possible.

Respectfully Submitted,



Matt Slattengren
Agricultural Commissioner
Director of Weights and Measures



Mission Statement

The Contra Costa County Department of Agriculture, under the direction of the California Department of Food and Agriculture, Department of Pesticide Regulation, and Division of Measurement Standards, is responsible for conducting regulatory and service activities pertaining to the agricultural industry and the consumers of our County. The primary goal of this office is to promote and protect agriculture while safeguarding the public and the environment. Our work as County Weights and Measures officials in the community ensures a safe place to live and a fair marketplace for trade.

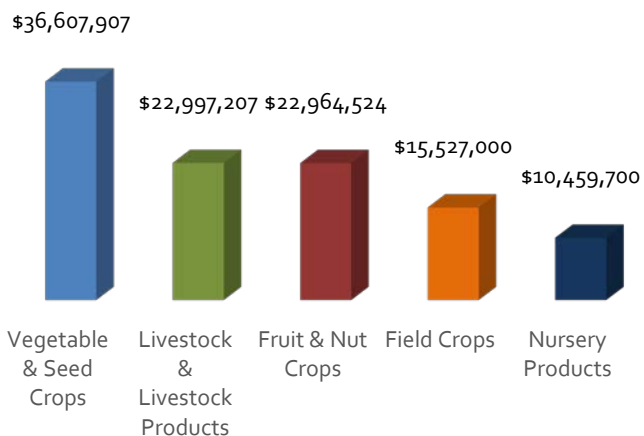


January 2020

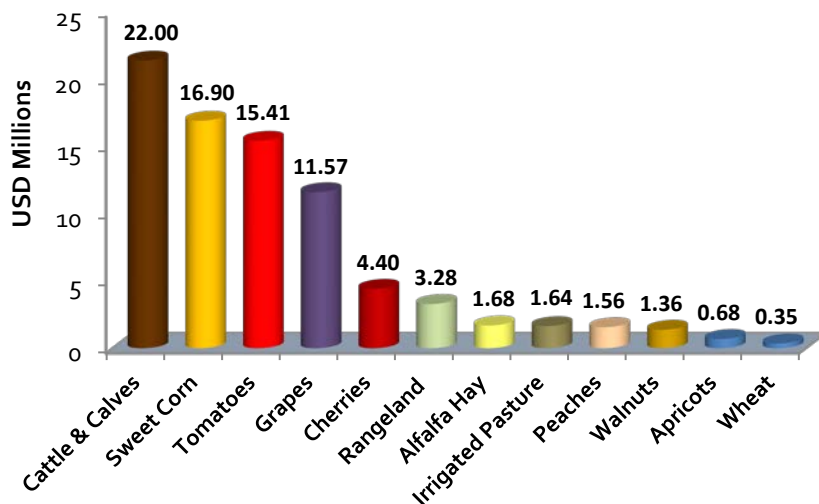
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1 Offices Closed New Year's Day	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20 Offices Closed Martin Luther King Jr. Day	21	22	23	24	25
26	27	28	29	30	31	



Gross Production Values by Category



Leading Crops



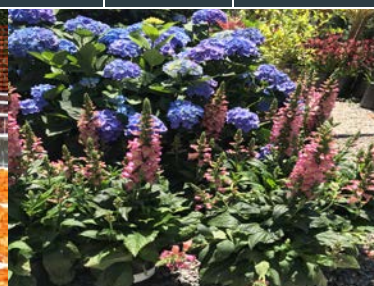


February 2020

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
2 Groundhog Day Super Bowl	3	4	5	6	7	8
9	10	11	12 Lincoln's Birthday	13	14 Valentine's Day	15
16	17 Washington's Birthday President's Day Offices Closed	18	19	20	21	22
23	24	25	26	27	28	29 Leap Year

Production Summary

Category	Gross Value		Change in Gross Value	Total Cultivated Acreage		Change in Acreage	Ranking	
	2018	2017	%	2018	2017	%	2018	2017
Vegetable & Seed Crops	\$36,607,000	\$50,434,000	-27	7,224	9,161	-21	1	1
Livestock & Livestock Products	\$22,997,000	\$25,877,000	-11	n/a	n/a	n/a	2	2
Fruit & Nut Crops	\$22,964,000	\$25,841,000	-11	4,250	4,234	4	3	3
Field Crops	\$15,527,000	\$9,572,000	62	175,557	185,993	-6	4	4
Nursery Products	\$10,459,000	\$8,717,000	20	24	23	5	5	5
Total	\$108,556,000	\$120,441,000	-10	---	---	---	---	---





March 2020

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2	3	4	5	6	7
8	9	10	11	12	13	14
Daylight Savings Begins						
15	16	17	18	19	20	21
St. Patrick's Day			Spring Equinox			
22	23	24	25	26	27	28
29	30	31				
Caesar Chavez Day						



Nursery Production

Commodity	Year	Greenhouse Production	Field Production	Total Value ¹
Nursery Products ²	2018	57,800 sq. ft.	24.8 acres	\$10,460,000
	2017	49,300 sq. ft.	23.0 acres	\$8,717,000
Total	2018	57,800 sq. ft.	24.8 acres	\$10,460,000
	2017	49,300 sq. ft.	23.0 acres	\$8,717,000

¹Values represent rounded estimates based on data collected from producers, experts and literature.

²Includes Bedding Plants, Christmas Trees, Ground Covers, Propagative Materials, Ornamental Trees & Shrubs, Fruit Trees, Cut Flowers.



April 2020

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1 April Fool's Day	2	3	4
5	6	7	8	9	10	11
12	13	14	15 Tax Day	16	17	18
Easter 19	20	21	22 Earth Day Administrative Professionals Day	23	24	25
26	27	28	29	30		

Fruit & Nut Crops

Crop	Year	Harvested Acreage	Production Per Acre	Harvested Tons	Value Per Ton	Total Value ¹
Apricots	2018	75	2.58 tons	193	\$3,539	\$683,000
	2017	125	2.85 tons	356	\$3,206	\$1,141,000
Cherries	2018	880	.94 tons	823	\$5,320	\$4,380,000
	2017	566	2.99 tons	1,690	\$3,591	\$6,069,000
Grapes	2018	2,437	5.30 tons	12,900	\$897	\$11,582,000
	2017	2,545	5.05 tons	12,900	\$924	\$11,920,000
Nectarines	2018	25	4.28 tons	107	\$3,143	\$336,000
	2017	27	5.28 tons	143	\$2,835	\$405,000
Olives	2018	151	2.45 tons	370	\$860	\$318,000
	2017	174	2.50 tons	435	\$885	\$385,000
Peaches	2018	111	4.70 tons	522	\$2,978	\$1,554,000
	2017	101	4.57 tons	463	\$2,652	\$1,228,000
Plums & Pluots	2018	35	5.66 tons	198	\$2,644	\$524,000
	2017	42	4.92 tons	207	\$2,326	\$481,000
Walnuts	2018	451	1.95 tons	878	\$1,552	\$1,363,000
	2017	474	1.93 tons	915	\$2,610	\$2,388,000
Miscellaneous ²	2018	242	various	Various	Various	\$2,214,000
	2017	184				\$1,860,000
Total	2018	4,497				\$22,954,000
	2017	4,238				\$25,877,000



¹ Values represent rounded estimates based on data collected from producers, experts, and the literature.

² Includes almonds, apples, apriums, Asian pears, berries, citrus, figs, melons, pears, pecans, persimmons, pistachios, prunes, pomegranates, quinces and strawberries.





May 2020

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	
					1 May Day	2	
3	4	5 Cinco de Mayo	6	7	8	9	
10 Mother's Day	11	12	13	14	15	16 Armed Forces Day	
17	18	19	20	21	22	23	
24	25 Offices Closed Memorial Day	26	27	28	29	30	
31						http://harvest4you.com	

Harvest Time is a Non-Profit Organization that is dedicated to educating the general public about farming and its products, while improving Agri-tourism education in East Contra Costa County. Each year an educational farm trail map, that directs people to more than 40 growers who sell direct to the customer, is produced and distributed. Whether the customer prefers picked produce, or enjoys picking their own, fresh delicious fruits and vegetables as well as nuts are waiting for them. Customers will find that there are educational programs, wine, pies, gift baskets, gourmet treats, Alpaca clothing and nursery stock to explore.

History of Harvest Time U-Pick:

In the early 1970's East Contra Costa farmers decided to create a co-op where they didn't lose their individuality, but were able to do something more than sell product to producers. This idea came about after a couple of lean years with unusually low farm prices. The farmers met with the Contra Costa Farm Bureau to bring their idea to fruition.

Farm Fresh Present Day:

Harvest Time welcomes visitors from around the world to visit Brentwood, California's bountiful agricultural region to celebrate Harvest Time and explore our agricultural heritage. Generating over 180,000 visitors each year with the majority during Memorial Day Weekend's harvest of cherries. It has become a family tradition for some customers. Harvest Time offers an abundance of information and opportunity to visitors and those local businesses who welcome them to our agricultural core and growing economy. Currently more than 45 members offer numerous items produced on over 900 acres. The U-Pick or Pre-Picked stands are seasonal; however, some members offer products year round. Visit the links above or stop into our office for a free map.

Share your harvest pictures with us at agcommissioner@ag.cccounty.us

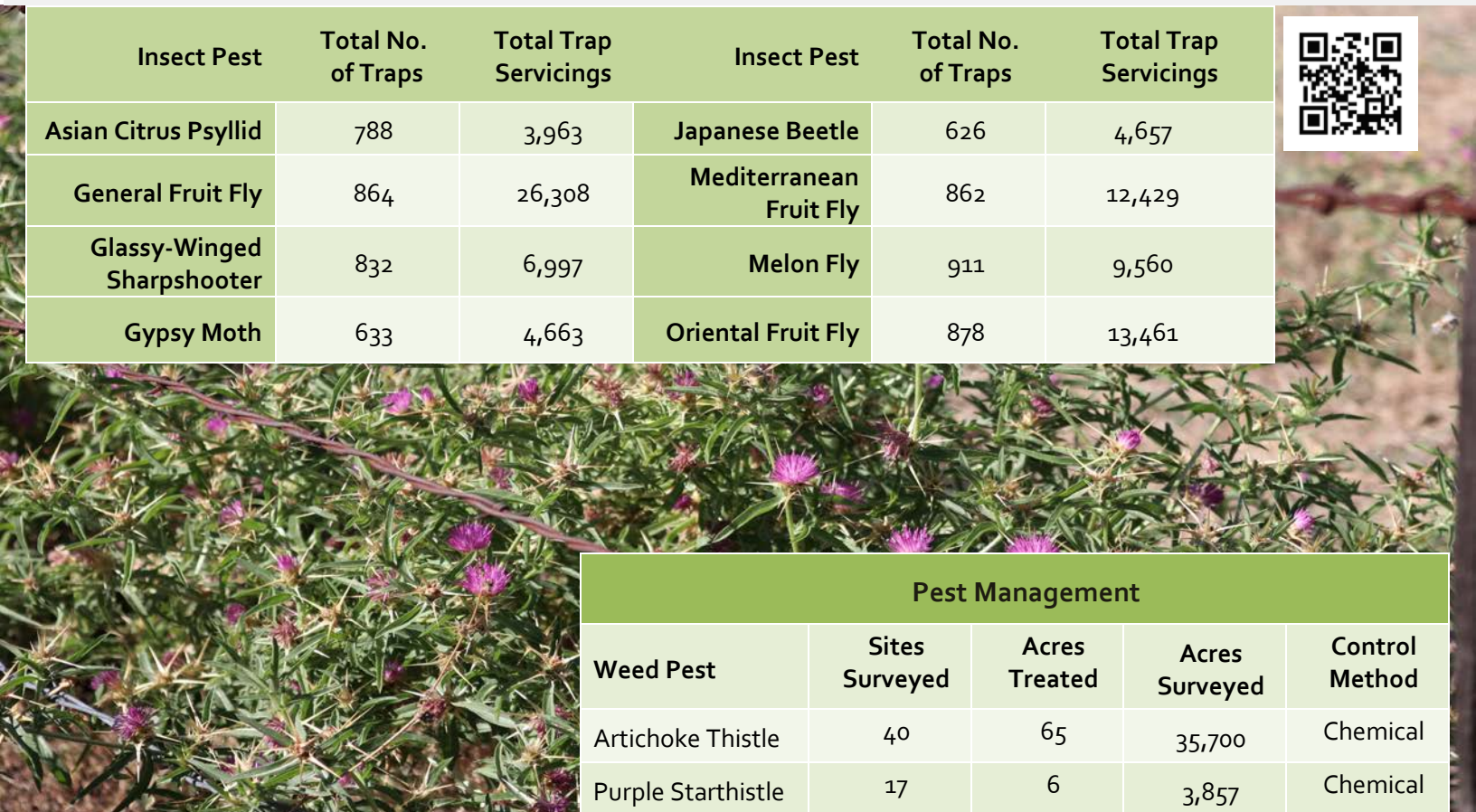


June 2020

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1	2	3	4	5	6 D-Day
7	8	9	10	11	12	13
14 Flag Day	15	16	17	18	19	20
21 Father's Day Summer Solstice	22	23	24	25	26	27
28	29	30				

Pest Detection

Insect Pest	Total No. of Traps	Total Trap Servicing	Insect Pest	Total No. of Traps	Total Trap Servicing
Asian Citrus Psyllid	788	3,963	Japanese Beetle	626	4,657
General Fruit Fly	864	26,308	Mediterranean Fruit Fly	862	12,429
Glassy-Winged Sharpshooter	832	6,997	Melon Fly	911	9,560
Gypsy Moth	633	4,663	Oriental Fruit Fly	878	13,461



Pest Management				
Weed Pest	Sites Surveyed	Acres Treated	Acres Surveyed	Control Method
Artichoke Thistle	40	65	35,700	Chemical
Purple Starthistle	17	6	3,857	Chemical



TODAY/TOMORROW

**Dryland farmed
Bartlett Pears
\$2.50/lb.**

July 2020

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1	2	3 Offices Closed	4 Independence Day
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

Certified Farmers' Markets (CFM)

In 2018, Contra Costa County Agricultural Department registered 22 farmers' markets, issued 68 Certified Producer's Certificates and conducted 50 certified market inspections.

Currently operating Farmers' Markets in Contra Costa County:

CFM Name / Location	Day	CFM Name / Location	Day
Alamo	Sun	Martinez Kaiser	Thu
Antioch Kaiser	Thu	Orinda	Sat
Brentwood	Sat	Pinole	Sat
Clayton	Sat	Pittsburg	Sat
Concord	Tue + Thu	Richmond	Fri
Danville	Sat	Rossmoor	Fri
Diablo Valley Shadelands	Sat	San Ramon Bishop Ranch 2	Sat
El Cerrito	Tue + Sat	San Ramon Bishop Ranch 3	Thu
Kensington	Sun	Walnut Creek Kaiser	Tue
Martinez	Sun	Walnut Creek	Sun
Moraga	Sun		





August 2020

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					



Livestock & Livestock Products

Commodity	Year	Number of Head	Total Live Weight	Value Per CWT	Total Value ¹
Cattle & Calves	2018	18,579	165,335 lbs.	\$129	\$21,376,000
	2017	22,289	185,053 lbs.	\$133	\$24,572,000
Apiary Products ²	2018	n/a	n/a	n/a	\$845,000
	2017	n/a	n/a	n/a	\$424,000
Misc. Livestock ³	2018	n/a	n/a	n/a	\$776,000
	2017	n/a	n/a	n/a	\$881,000
Total	2018				\$22,997,000
	2017				\$25,877,000

¹ Values represent rounded estimates based on data collected from producers, experts and literature.

² Includes honey, wax and pollination.

³ Includes chickens, ducks, emus, goats, hogs, llamas, ostriches, pigs, rabbits, sheep, turkeys, milk, wool and eggs.



September 2020

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1	2	3	4	5
6	7 Offices Closed Labor Day	8	9	10	11 Patriot Day	12
13 Grandparent's Day	14	15	16	17	18	19
20	21	22 Fall Equinox	23	24	25	26
27	28	29	30			

Major is a new detection canine that works in Contra Costa and surrounding counties with his handler Simone Ackermann. Both Major and Simone have been certified by the United States Department of Agriculture (USDA) to work in the dog team program. Major is part of a USDA program to help prevent the introduction of exotic pests to California. The agricultural industry in California grossed more than \$50 Billion and exported more than \$20.5 Billion in 2017. Infestations of exotic plant pests and diseases could cause huge losses to agriculture and the economy. There are many different ways exotic pests can enter the state. California has major shipping ports, airports, railroad lines, and a border with Mexico. During holiday seasons such as Christmas or on special occasions such as Valentine's Day and Mother's Day, package delivery services process large numbers of shipments containing wreaths, flowers, fruit, and plants from all over the world. Also, California is the nation's most populated and ethnically diverse state. People may visit relatives or friends in California and bring gifts from their native countries or give their loved ones a taste of home by mailing fruit and vegetables to them. In some cases, these gifts also bring unwanted pests that have hitchhiked to our country. Major has an extremely keen sense of smell and can easily alert if there is any sort of plant material inside a package. A dog's nose is designed to trap and identify even faint odors. They have 300 million scent receptors compared to a mere 6 million possessed by humans. Not only can dogs detect scents, but they can be trained to distinguish and remember many different ones. Some dogs have been known to recognize more than 50 odors. Dogs working with a human partner can accurately inspect a large number of packages in a very short amount of time and can sniff out shipments containing plant material at about a 90 percent success rate.

Pest Exclusion	
Post Office/UPS/FedEx – Package Inspections	7,698
Truck Shipment Inspections from within California	2,034
Truck Shipment Inspections from other States	349
Household Goods Inspections for Gypsy Moth	43
Non-native Pest Interceptions	25
Canine Detection Non-native Pest Interceptions ¹	151
Quarantine Pest, Certification and Markings Rejections	164

¹ Interceptions in Contra Costa, San Joaquin, Santa Clara, and Yolo Counties



October 2020

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31
					National Bosses Day	
						United Nations Day
						Halloween



Vegetable & Seed Crops

Crop	Year	Harvested Acreage	Production Per Acre	Tons Harvested	Value Per Ton	Total Value ¹
Tomatoes ²	2018	3,581	60.00 tons	215,000	various	\$15,412,000
	2017	4,512	46.39 tons	209,000		\$23,415,000
Sweet Corn	2018	2,977	10.60 tons	31,500	\$535	\$18,852,000
	2017	3,500	10.70 tons	37,500	\$506	\$18,975,000
Misc. ³	2018	666	various	various	various	\$4,297,000
	2017	1,149				\$8,044,000
Total	2018	7,224				\$38,561,000
	2017	9,161				\$50,434,000

¹ Values represent rounded estimates based on data collected from producers, experts, and literature.

² Includes fresh and processing tomatoes.

³ Includes asparagus, artichokes, beans, beets, broccoli, cabbage, cardoon, carrots, cauliflower, cucumbers, eggplant, garlic, ginseng, kohlrabi, lettuce, okra, onions, greens, herbs, melons, mushrooms, peas, peppers, potatoes, pumpkins, radishes, squash, and wheat grass.



November 2020

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2	3	4	5	6	7
Daylight Savings Ends		Election Day				
8	9	10	11	12	13	14
			Veterans Day Offices Closed			
15	16	17	18	19	20	21
22	23	24	25	26	27	28
				Thanksgiving Offices Closed	Offices Closed	
29	30					

Field Crops

Crop	Year	Harvested Acreage	Production Per Acre	Tons Harvested	Unit	Value Per Unit	Total Value ¹
Alfalfa Hay	2018	1,941	4.4	8,556	Ton	\$196.82	\$1,684,000
	2017	1,774	3.75	6,650	Ton	\$167.51	\$1,114,000
Cereal Hay	2018	2,548	4.1	10,378	Ton	\$94.00	\$975,000
	2017	1,542	2.42	3,730	Ton	\$103.00	\$384,000
Irrigated Pasture	2018	5,450	n/a	n/a	Acre	\$300.00	\$1,635,000
	2017	5,450	n/a	n/a	Acre	\$300.00	\$1,635,000
Rangeland	2018	149,000	n/a	n/a	Acre	\$22.00	\$3,278,000
	2017	169,000	n/a	n/a	Acre	\$21.00	\$3,549,000
Wheat	2018	967	1.90	1,840	Ton	\$189.00	\$348,000
	2017	2,943	1.35	3,970	Ton	\$152.00	\$605,000
Misc. ²	2018	9,124	various	various	var.	various	\$4,262,000
	2017	2,503	various	various	var.	various	\$921,000
Total	2018	169,030					\$12,182,000
	2017	185,993					\$9,572,000

¹ Values represent rounded estimates based on data collected from producers, experts, and literature.

² Includes barley, corn silage, field corn, forage hay, hay (wild), rye, safflower, silage, straw, Sudan grass, and sorghum.





December 2020

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1	2 Grower Continuing Education Meeting	3	4	5 Grower Continuing Education Meeting
6	7 Pearl Harbor Remembrance	8	9	10	11	12
13	14	15	16	17	18	19
20	21 Winter Solstice	22	23	24 Christmas Eve	25 Christmas Offices Closed	26
27	28	29	30	31 New Year's Eve		

Weights & Measures



Measuring Devices	Devices Inspected ¹
Vehicle Fuel Station Meters	7,875
Electric Sub meters	6,877
Water Meters & Sub meters	7,272
Vapor/LPG Meters & Sub meters	3,927
Taxi Meters	168
Other Measuring Devices	358
Weighing Devices	
Light Capacity Retail Scales	2,078
Heavy Capacity Retail Scales	30
Vehicle/Railway Scales	102
Prescription/Jewelers Scales	40
Livestock/Animal Scales	20
Other Weighing Devices	2
Advertisement & Transaction Verification	Inspections Conducted
Petroleum Gas Stations	267
Retail Price Verification	2,207
Quality Assurance	Audited
Weighmaster Locations	102
Consumer Complaint Investigations	60

The Contra Costa County Division of Weights and Measures promotes a fair and equitable marketplace by performing inspections of retail packages and commercial weighing and measuring devices. These efforts certify that the sales of harvested crop, livestock, animal feed, vehicle fuel and other commodities are based on a precise weight or measure. The Weights & Measures Department did a total of 21,685 inspections with a total of 9,874 hours spent.



<http://www.co.contra-costa.ca.us/1542/Agriculture-Weights-Measures>



CONTRA COSTA COUNTY

Department of Agriculture Weights & Measures

2380 Bisso Lane Suite A, Concord, CA 94520 TEL (925) 608-6600 FAX (925) 608-6620



Contra
Costa
County

To: Board of Supervisors
From: John Kopchik, Director, Conservation & Development Department
Date: November 12, 2019

Subject: Rodeo Senior Housing - Phase 2 Exclusive Negotiating Agreement

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Conservation and Development Director, or designee, to execute an Exclusive Negotiating Agreement with EAH, Inc., a non-profit corporation, for the development of affordable senior housing and approximately 1,250 sq.ft. of space to be used for senior citizens programs.

FISCAL IMPACT:

No impact to the General Fund. Staff project costs are covered by the Housing Successor budget.

BACKGROUND:

The County, in its capacity as Housing Successor to the Contra Costa County Redevelopment Agency, is the owner of approximately 0.98 acres of vacant real property located near Willow Avenue and San Pablo Avenue in Rodeo, California (Assessor's Parcel No. 357-120-074). The County is also the owner of 189/199 Parker Avenue, Rodeo, the site of the existing Rodeo Senior Center. However, the County is exploring the possibility of selling the 189/199 Parker Avenue site, and relocating senior services. Since EAH, Inc. developed the 50-unit senior housing, Rodeo Gateway Apartments, adjacent to the vacant real property, the Department of Conservation and Development is seeking to execute an Exclusive Negotiating Agreement with EAH.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: 11/12/2019 APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: November 12, 2019

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

By: June McHuen, Deputy

Contact: Maureen Toms,
925-674-7878

cc:

BACKGROUND: (CONT'D)

The purpose of this Agreement is twofold. First, it is intended to enable the parties to assess the feasibility of an additional senior housing development, and space for a community senior center. Second, if the development is determined to be feasible, it is intended to enable the parties to negotiate a disposition and development agreement (a “DDA”). Under the DDA, the Property would be conveyed to the Developer for construction of the development. Because the vacant property is a housing asset of the former Redevelopment Agency, its disposition is governed by the County, in its capacity as Housing Successor.

In December 2016, the Board of Supervisors authorized the execution of an Exclusive Negotiating Agreement with EAH. During the term of the agreement, EAH prepared some schematic drawings and both parties determined that a general plan amendment was necessary to move the project forward. Staff is currently processing the general plan amendment and anticipates a decision by the Board of Supervisors before the end of the year. Thus, the timing for a new Exclusive Negotiating Agreement is appropriate.

CONSEQUENCE OF NEGATIVE ACTION:

Development of a Housing Successor asset will be delayed.

ATTACHMENTS

ENA

EXCLUSIVE NEGOTIATING RIGHTS AGREEMENT
(RODEO SENIOR)

This Exclusive Negotiating Rights Agreement (“Agreement”) is dated September __, 2019 (the “Effective Date”), and is between the COUNTY OF CONTRA COSTA, a political subdivision of the State of California (the “County”), and EAH INC., a California nonprofit corporation (the “Developer”).

RECITALS

- A. The County, in its capacity as housing successor to the Contra Costa County Redevelopment Agency, is the owner of approximately .98 acres of real property located near Willow Avenue and San Pablo Avenue in Rodeo, California, having Assessor’s Parcel Number 357-120-074, as more particularly described in Exhibit A (the “Property”).
- B. The County desires the Property to be developed in a manner that will result in at least 40 units of affordable housing for seniors, and (ii) a senior center, consisting of approximately 1,200 square feet of space, to be used for programs for senior citizens (together, such housing and the senior center are the “Development”).
- C. Developer has developed projects similar to the proposed Development, including a 40-unit senior housing development that is adjacent to the Property.
- D. The purpose of this Agreement is twofold. First, it is intended to enable the parties to assess the feasibility of the Development. Second, if the Development is determined to be feasible, it is intended to enable the parties to negotiate a disposition and development agreement (a “DDA”). Under the DDA, the Property would be conveyed to the Developer for construction of the Development.
- E. Because the property is a housing asset of the former Redevelopment Agency, its disposition is governed by the County, in its capacity as housing successor, and is subject to the requirements of Health and Safety Code Section 34176.

The parties therefore agree as follows:

AGREEMENT

Exclusive Negotiations

1. Good Faith Negotiations. The County and the Developer shall negotiate diligently and in good faith during the Negotiating Period (defined below), the terms of a DDA for the development of the Development on the Property.

Among the issues to be addressed in the negotiations are: (i) the price to be paid by the Developer for the Property, (ii) the physical and land title conditions of the Property, (iii) the type of entitlements necessary for the Development, (iv) the design, density, and mix of uses within the Development, (v) the development schedule for the Development, (vi) financing of the Development; (vii) the marketing of, sales process associated with, and management of the Development, (viii) housing affordability and the nature of affordability controls, (ix) the provision of public improvements related to the Development, (x) and the green building components of the Development.

2. Negotiating Period. The "Negotiating Period" under this Agreement is comprised of (i) an initial period of twelve months, beginning on the Effective Date, and, (ii) if agreed to by the parties in writing, three six-month renewal periods. The County's Director of Conservation and Development (the "Director") will make the determination for the County with respect to whether the Negotiating Period will be extended through the renewal periods. The Director's decision will be based on his reasonable judgment as to whether sufficient progress has been made toward a mutually acceptable DDA to merit further negotiations.
 - a. Subject to Section 2.b. below, if a DDA is not executed by the parties prior to the expiration of the Negotiating Period, this Agreement will terminate and neither party will have any further rights or obligations under this Agreement (with the exception of Section 22 (waiver of lis pendens), Section 23(d) (indemnity) and Section 25 (no commissions), all of which survive the termination of this Agreement). Upon the execution of a DDA by the County and the Developer, this Agreement will terminate and all rights and obligations of the parties with respect to the Development will be governed by the DDA.
 - b. Notwithstanding anything to the contrary in this Agreement, if at the end of the Negotiating Period, a form of DDA has been mutually agreed upon by the Developer and the Director but the DDA has not been approved by the parties' governing bodies, the Director may extend the Negotiating Period to the date on which the County holds a public hearing to consider approving the DDA.
3. Exclusive Negotiations. During the Negotiating Period, the County may only negotiate with the Developer regarding development of the Property and may not solicit or entertain bids or proposals for such development from any other entity.
4. Party Representatives. The Developer's representative to negotiate the DDA is Welton Jordan, its Assistant Secretary. The County's representative to negotiate the DDA is Maureen Toms, its Deputy Director of Conservation and Development.

NEGOTIATION TASKS

5. Overview. To facilitate negotiation of the DDA, the parties shall use reasonable good faith efforts to accomplish the negotiation tasks set forth below in an effort to (i)

determine the feasibility of the Development, and (ii) complete the negotiation and execution of a mutually acceptable DDA prior to the expiration of the Negotiating Period.

6. Financing and Costs of Development. Within ninety days of the Effective Date, the Developer shall prepare and submit to the County a detailed financial proforma for the Development containing matters typically contained in such proformas, including (without limitation) a detailed development cost budget and tax credit funding analysis. The development cost budget will be used to evaluate the financial feasibility of the Development and to identify financing sources for the Development. The Developer shall cause the financial proformas to include (i) an analysis of the affordable units to be constructed as part of the Development, and (ii) Developer's obligation to pay prevailing wages in connection with the construction of the Development.
7. Purchase Price for the Property. During the Negotiation Period, the County and the Developer shall seek to agree upon a purchase price for the Property. The proposed purchase price for the Property will be subject to approval by the County's Board of Supervisor following a noticed hearing conducted in accordance with Health and Safety Code Section 33433.
8. Site and Architectural Plans. During the Negotiation Period, the Developer shall prepare and submit to the County a proposed site plan, including massing diagram and a rendering that identifies the location, general configuration and proposed design characteristics of the buildings, parking spaces, landscaping, and other aspects of the Development. During the Negotiating Period the Developer shall prepare appropriate refinements and modifications to the site plan, diagram and renderings for the County's review and approval. During the Negotiating Period, the Developer shall affirmatively outreach to the local community to obtain and consider community input regarding the design of the Development.
9. Planning Approvals. The Developer acknowledges that the Development requires approvals and entitlements from the County, including a General Plan amendment (together, such approvals and entitlements are the "Planning Approvals"). During the Negotiating Period, the Developer shall submit conceptual site plans and preliminary designs for the Development to the appropriate County departments for their informal review. During the Negotiation Period, County, at its sole cost and expense, will process the General Plan Amendment and assist Developer with any other zoning issues. Except with respect to the General Plan Amendment, the Developer shall submit applications for those components, if any, of the Planning Approvals that are required to be submitted in accordance with the schedule of performance described in Section 10 below.
10. Schedule of Performance. Within ninety (90) days after the Effective Date , the Developer shall provide the County with a proposed detailed schedule of performance for the Development which is to include, but is not limited to: The dates for obtaining Planning Approvals and financing commitments for the Development, the date for the submittal of construction plans to the City, the date for satisfaction of all preconditions to conveyance of the Property, the dates for close of escrow and conveyance of the

Property, and the dates for the commencement and completion of construction of the Development.

11. Due Diligence. During the Negotiating Period, the Developer shall conduct any and all investigations it deems necessary to enable it to negotiate those aspects of the DDA that relate to the physical condition of the Property at the time of conveyance.
12. Utilities. The Developer shall consult with the utility companies serving the Property to determine if construction of the Development will require existing utility facilities to be expanded, relocated or placed underground. The County shall assist and cooperate with the Developer in such consultations.
13. Reports. The County shall provide the Developer with copies of all reports, studies, analyses, correspondence and similar documents (collectively, "documents"), exclusive of detailed property appraisals, prepared or commissioned by the County or in the County's possession with respect to the Property, this Agreement and the Development, promptly following execution of this Agreement with respect to documents then in its possession or under its reasonable control, and promptly upon their completion with respect to any subsequently prepared documents.

The Developer acknowledges that the County needs sufficient detailed information about the proposed Development (including, without limitation, the financial information described in Section 6) to make informed decisions regarding the DDA.

14. Organizational Documents; Financial Statements. The Developer shall provide the County with copies of its organizational documents evidencing that the Developer has been duly organized, is in good standing and is able to perform its obligations under this Agreement and the DDA. The Developer shall provide the County will copies of its audited financial statements for the three years preceding the Effective Date, along with evidence of its 501(c)(3) status.
15. Environmental Review. The County shall prepare or cause to be prepared the appropriate environmental documentation required by the California Environmental Quality Act ("CEQA") for consideration of approval of the DDA, provided that nothing in this Agreement may be construed to compel the County to approve or make any particular findings with respect to such CEQA documentation. The Developer shall provide any information about the Development that the County requires to enable it to prepare, or cause to be prepared, CEQA-required documents, and shall generally cooperate with the County to complete CEQA-related tasks.
16. Section 33433 Report. The County shall prepare the documentation that is required to be submitted to the County Board and the County Board of Supervisors in conjunction with the County's and the County's consideration of any DDA, in accordance with Section 33433(a)(2)(B) of the California Health and Safety Code. The Section 33433 report will contain the estimated value of the Property determined (i) at its highest and best use, and

(ii) at the use and with the conditions, covenants and development costs required pursuant to the DDA.

17. Progress Reports. From time to time as reasonably agreed upon by the parties, each party shall make oral or written progress reports advising the other party on studies being made and matters being evaluated by the reporting party with respect to this Agreement and the Development.
18. Outreach. The Developer shall prepare and submit to the County a plan for community outreach associated with the development of the Development. During the Negotiating Period, the Developer shall prepare appropriate refinements and modifications to the community outreach plan that are reasonably requested by the County.

GENERAL PROVISIONS

2. Limitation on Effect of Agreement. This Agreement does not obligate either the County or the Developer to enter into a DDA. By execution of this Agreement, the County is not committing itself to or agreeing to undertake acquisition, disposition or exercise of control over any parcels in the Property. Execution of this Agreement by the County is merely an agreement to conduct a period of exclusive negotiations in accordance with the terms hereof, reserving for subsequent County Board of Supervisors action, the final discretion and approval regarding the execution of a DDA and all proceedings and decisions in connection therewith. Any DDA resulting from negotiations pursuant to this Agreement will be effective only if it is considered and approved by the County Board of Supervisors in accordance with all legally required procedures, and if it is executed by duly authorized representatives of the County and the Developer. Until and unless a DDA is approved by the County Board and executed by the County and the Developer, no agreement drafts, actions, deliverables or communications arising from the performance of this Agreement will impose any legally binding obligation on either party to enter into or support entering into a DDA or be used as evidence of any oral or implied agreement by either party to enter into any other legally binding document.
3. Notices. Any notices required or permitted under this Agreement (other than day to day routine communications) must be in writing and sent by overnight or personal delivery with delivery receipt. Such notices are to be sent to the address listed below:

County: Contra Costa County, Housing Successor
 30 Muir Road
 Martinez, CA 94553
 Attn: Maureen Toms, Deputy Director

Developer: EAH Inc.
 22 Pelican Way
 San Rafael, CA 94901
 Attn: Welton Jordan

At any time, either party may designate in writing a substitute address for an address set forth above and thereafter notices are to be directed to such substituted address. Notices will be deemed received as follows: on the date shown on the delivery receipt as the date of delivery, the date delivery was refused, or the date the item was returned as undeliverable. If the date on the delivery receipt is not a business day, notice will be deemed received on the following business day.

4. Waiver of Lis Pendens. It is expressly understood and agreed by the parties that no lis pendens may be filed against any portion of the Property by reason of this Agreement or any dispute or act arising from this Agreement.
5. Right of Entry. If the Developer or its consultants enter upon the Property, the Developer shall:
 - (a) Give the County seventy-two (72) hours' notice of intent to enter the Property and the purpose of the entry.
 - (b) Repair and restore any damage it may cause.
 - (c) Deliver to the County, within ten (10) days of receipt thereof, a complete copy of any investigation, test, report or study that the Developer conducts, or causes to be conducted, with respect to the Property.
 - (d) Indemnify, defend and hold the County and its directors, officers, employees and agents harmless from any and all claims, liabilities, damages, losses, expenses, costs and fees (including reasonable, attorneys' fees and costs) that may proximately arise out of the Developer's entry upon the Property or the investigation(s) and test(s) the Developer may conduct.
 - (e) Prior to entry, cause the County to be named as an additional insured on a Commercial General Liability insurance policy with limits not less than Two Million Dollars (\$2,000,000) each occurrence combined single limit for Bodily Injury and Property Damage, including coverage from Contractual Liability, Personal Injury, Broadform Property Damage, Products and Completed Operations. The required insurance is to be provided under an occurrence form by an insurer authorized and licensed to provide such insurance in the State of California, and the Developer shall maintain such coverage for not less than two (2) years after the expiration of the Negotiating Period.
6. Costs and Expenses. Except as otherwise set forth in this Agreement, each party is responsible for the costs and expenses it incurs as a result of activities and negotiations undertaken in connection with, and the performance of its obligations under, this Agreement.
7. No Commissions. The County is not liable for any real estate commissions or brokerage fees that may arise as a result of this Agreement or a DDA. The County represents that is

has not engaged a broker, agent or finder in connection with this transaction and the Developer agrees to defend and hold the County harmless from the claims of any broker, agent or finder retained by the Developer.

8. Default and Remedies. Failure by either party to negotiate in good faith or to fulfill its obligations under this Agreement is an event of default hereunder. At the non-defaulting party's election, the non-defaulting party may give written notice of a default to the defaulting party, specifying the nature of the default and the action required to cure the default. If the default remains uncured thirty (30) days after receipt of the notice by the defaulting party, the non-defaulting party may terminate this Agreement.
 - a. Following a default and termination, neither party will have any further right, remedy or obligation under this Agreement, except that the obligations under Section 22 (waiver of lis pendens), Section 23(d) (indemnity) and Section 25 (no commissions), all survive the termination of this Agreement.
 - b. Except as expressly provided above, if there is a default under this Agreement, (i) neither party will be liable to the other party for damages or otherwise, and (ii) neither party will have any other claims with respect to performance under this Agreement. Each party specifically waives and releases any such rights or claims it may otherwise have at law or in equity.
9. Governing Law. The laws of the State of California govern all matters arising out of this Agreement.
10. Entire Agreement; Counterparts. This Agreement constitutes the entire agreement between the parties regarding the subject matter of this Agreement. This Agreement may be executed in counterparts.
11. Assignment. The Developer may not transfer or assign any or all of its rights or obligations under this Agreement provided, however, that the Developer may assign this Agreement to an affiliate of the Developer, so long as the Developer provides documentation, reasonably acceptable to the County, that such affiliate is directly under the control of the Developer, and such affiliate executes an assignment and assumption agreement in a form reasonably acceptable to the County. Upon any permitted assignment hereunder, the assigning party shall automatically without the need for further documentation be released of all of its obligations under this Agreement that are assumed by the assignee under such assignment and assumption agreement. Any other attempted assignment of the Agreement shall be considered an event of default..

[Remainder of Page Intentionally Left Blank]

12. No Third Party Beneficiaries. This Agreement is made and entered into solely for the benefit of the County and the Developer and no other person has any right of action under or by reason of this Agreement.

The parties are signing this Agreement as of the date set forth in the introductory paragraph.

COUNTY

DEVELOPER

Contra Costa County, a political subdivision
of the State of California

EAH Inc., a California nonprofit corporation

By: _____
Maureen Toms, Deputy Director

By: _____
Welton Jordan, Assistant Secretary

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Parcel B as shown on that certain Parcel Map of Subdivision MS 980018 filed on October 17, 2001 in Book 181 of Parcel Maps, pages 43-46, Contra Costa County Records.

APN: 357-120-074



Contra
Costa
County

To: Contra Costa County Housing Authority Board of Commissioners

From: Joseph Villarreal, Housing Authority

Date: November 12, 2019

Subject: 2020 Meeting Schedule for the Housing Authority Board of Commissioners

RECOMMENDATIONS

ADOPT the proposed 2020 meeting schedule for the Housing Authority of the County of Contra Costa Board of Commissioners, which has been coordinated with the Contra Costa County Board of Supervisors and the Contra Costa County Fire Protection District Board of Directors:

- March 10
- May 19
- July 14
- September 22
- December 8

BACKGROUND

Each year, the Board of Commissioners adopts a meeting schedule that designates regular meeting dates and any dates on which meetings must be canceled in anticipation that a quorum of the Board will not be present. The proposed meeting schedule provides 5 meetings for the Board of Commissioners and has been coordinated with the Contra Costa County Board of Supervisors and the Contra Costa County Fire Protection District. The proposed meeting schedule recognizes the time demands on the Board members

Action of Board On: 11/12/2019 APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF COMMISSIONERS

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

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

ATTESTED: November 12, 2019
Joseph Villarreal, Executive Director

By: June McHuen, Deputy

Contact: Jami Napier, 335-1908

cc:

BACKGROUND (CONT'D)

due to their participation on committees, and numerous regional and local legislative bodies and task forces, which require preparation, attendance, and involve travel. There are legal provisions to schedule a special meeting to address any urgent need that cannot be accommodated in the standing meeting schedule.

The 2020 proposed meeting schedule has been prepared in consultation with the incoming Board Chair and the County Administrator and is recommended for the Board's adoption. The Board of Supervisors has already adopted its schedule.

FISCAL IMPACT

No fiscal impact.



Contra
Costa
County

To: Contra Costa County Housing Authority Board of Commissioners
From: Joseph Villarreal, Housing Authority
Date: November 12, 2019

Subject: Claims

RECOMMENDATIONS

DENY claim filed by LaTanya Warren.

BACKGROUND

LaTanya Warren: Property claim for damage to personal property due to plumbing issue in the amount of \$1,820.

FISCAL IMPACT

No fiscal impact.

Action of Board On: 11/12/2019 APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF COMMISSIONERS

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

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

ATTESTED: November 12, 2019

Joseph Villarreal, Executive Director

By: Jami Napier, Deputy

Contact: Scott Selby
925.335.1400

cc:



Contra
Costa
County

To: Board of Supervisors
From: Melinda Cervantes, County Librarian
Date: November 12, 2019

Subject: Library Closure List for 2020

RECOMMENDATION(S):

APPROVE and AUTHORIZE the County Librarian, or designee, to close all branches of the County Library according to the holiday and training schedule outlined in the attached "2020 Library Closures" list.

FISCAL IMPACT:

None

BACKGROUND:

Every year in the Fall, the County Administrator's Office sends out a list to all department heads of the holidays that will be observed during the following calendar year. Using this information, an annual Library Closures list is created and submitted (attached) to the Board of Supervisors for approval.

CONSEQUENCE OF NEGATIVE ACTION:

The libraries will remain open and library employees will be unable to observe the holidays most other county employees do.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **11/12/2019** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

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

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

ATTESTED: November 12, 2019

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

By: June McHuen, Deputy

Contact: Walt Beveridge
925-608-7730

cc:

ATTACHMENTS

2020 Library Closures

2020 Holiday

Schedule



Closures for January 1, 2020 through December 31, 2020:

Wednesday, January 1, 2020	New Year's Day	All libraries closed (holiday)
Monday, January 20, 2020	Dr. Martin Luther King Jr. Day	All libraries closed (holiday)
Monday, February 17, 2020	Presidents' Day	All libraries closed (holiday)
Sunday, April 12, 2020	Easter	All libraries closed
Sunday, May 10, 2020	Mother's Day	All libraries closed
Sunday, May 24, 2020		All libraries closed
Monday, May 25, 2020	Memorial Day	All libraries closed (holiday)
Friday, July 3, 2020		All libraries closed
Saturday, July 4, 2020	Independence Day	All libraries closed (holiday)
Sunday, September 6, 2020		All libraries closed
Monday, September 7, 2020	Labor Day	All libraries closed (holiday)
Monday, October 12, 2020	All Staff Training Day	All libraries closed
Wednesday, November 11, 2020	Veterans Day	All libraries closed (holiday)
Wednesday, November 25, 2020	(day before Thanksgiving)	All libraries close at 6:00 p.m.
Thursday, November 26, 2020	Thanksgiving Day	All libraries closed (holiday)
Thursday, December 24, 2020	Christmas Eve	All libraries closed (holiday)
Friday, December 25, 2020	Christmas Day	All libraries closed (holiday)
Thursday, December 31, 2020	New Year's Eve	All libraries close at 5:00 p.m.

County of Contra Costa
OFFICE OF THE COUNTY ADMINISTRATOR
MEMORANDUM

DATE: September 16, 2019

TO: Board of Supervisors
Department Heads

FROM: David J. Twa, County Administrator 

SUBJECT: 2020 HOLIDAYS

For planning purposes, following are the holidays that will occur in 2020:

January 1	Wednesday	New Year's Day Holiday
January 20	Monday	Dr. Martin Luther King, Jr. Day
February 17	Monday	President's Day
May 25	Monday	Memorial Day
July 3	Friday	Independence Day Holiday
September 7	Monday	Labor Day
November 11	Wednesday	Veterans Day Holiday
November 26	Thursday	Thanksgiving Day
November 27*	Friday	Day After Thanksgiving Day
December 25	Friday	Christmas

*For all County Library employees, the Day Before Christmas (Christmas Eve), December 24, is designated as a holiday in lieu of the Day After Thanksgiving Day. In 2020, Thursday, December 24 will be designated a holiday for Library employees in lieu of Friday, November 27.

cc: CAO Staff