

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
September 8, 2020

9:00 A.M. Convene and announce adjournment to closed session in Room 168.

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. *Mitchell Lemay v Contra Costa County*, WCAB No. ADJ8441431
2. *Kevin Prescott v. Contra Costa County*, WCAB Nos. ADJ11774743; ADJ11772695; ADJ11772694; ADJ11772597; ADJ9816517

C. CONFERENCE WITH LEGAL COUNSEL--ANTICIPATED LITIGATION

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

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

Inspirational Thought- *"You always pass failure on the way to success."* ~Mickey Rooney

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.131 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.**

DISCUSSION ITEMS

D.1 CONSIDER authorizing the County Administrator, or designee, to execute contract renewals with the NonPERS Medical, Dental, Vision, Computer Vision Care Program and Life Insurance Plan carriers for the period of January 1, 2021 - December 31, 2021. (Ann Elliott, Human Resources Department)

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.2 CONSIDER adopting Resolution No. 2020/213 to name the Clerk-Recorder building located at 555 Escobar Street in Martinez as "The Stephen L. Weir Clerk-Recorder Building". (Supervisors Gioia and 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

D.3 CONSIDER update on COVID 19; and PROVIDE direction to staff.

1. Health Department - Anna Roth, Director and Dr. Farnitano, Health Officer
2. Consider the effect of State and Federal actions on the County's eviction protection ordinance. Mary Ann Mason, Chief Assistant County Counsel

Summary of staff reports on Covid-19 and eviction moratorium attached.

ACCEPTED update reports and DIRECTED County Counsel to return to the Board on September 22, 2020 with a draft urgency ordinance to align County ordinance provisions with the new State and Federal actions and to address the extension of protections under the discretion of the County, countywide.

D. 4 CONSIDER Consent Items previously removed.

There were no items removed from consent.

D. 5 PUBLIC COMMENT (2 Minutes/Speaker)

Francis Clay, Emergency Crisis Foundation, spoke on the many actions being taken to help the community and in support of Black Lives Matter;

Dan Kelly, historian, urges the Board to form a committee to examine changing the name of Kirker Pass Road, providing background information that Mr. Kirker was involved in a massacre of Native Americans;

Kristi Laughlin, provided some clarification of the dollar amounts in regard to District Attorney funding;

Marianna Moore, Ensuring Opportunity Campaign, Budget Justice Coalition, spoke on concerns of public input during Board meetings, spanish-language interpreters, and timely and comprehensive budget information for the public.

D. 6 CONSIDER reports of Board members.

There were no items reported today.

Closed Session

There were no reports from Closed Session.

ADJOURN in memory of
Richard Gonzales
retired Firefighter
and
John Slatten
of Slatten Ranch, Brentwood resident

Adjourned in memory of Ed Bell, former Treasurer-Tax Collector.

Adjourned today's meeting at 1:20 p.m.

CONSENT ITEMS

Engineering Services

C.1 ADOPT Resolution No. 2020/220 accepting the Grant Deed of Development Rights for minor subdivision MS06-00008, for a project being developed by Montair Associates, LLC, 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.2 ADOPT Resolution No. 2020/221 approving the Parcel Map and Subdivision Agreement for minor subdivision MS06-00008, for a project being developed by Montair Associates, LLC, 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.3 ADOPT Resolution No. 2020/223 approving and authorizing the Public Works Director, or designee, to fully close a portion of Highgate Road on September 25, 2020 from 7:00AM through 5:00PM, for the purpose of removing and replacing a utility pole in the same location, Kensington 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. 2020/227 accepting Offers of Dedication for Park Purposes for park acceptance PA14-00043, for a project being developed by Western Pacific Housing, Inc., as recommended by the Public Works Director, San Ramon (Dougherty Valley) 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.5 ADOPT Resolution No. 2020/228 approving the Stormwater Management Facilities Operation and Maintenance Agreement for minor subdivision MS16-00009, for a project being developed by Michael McGhee, as recommended by the Public Works Director, Rodeo 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.6 ADOPT Resolution No. 2020/229 approving the Parcel Map and Subdivision Agreement for minor subdivision MS16-00009, for a project being developed by Michael McGhee, as recommended by the Public Works Director, Rodeo 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 ADOPT Resolution No. 2020/13 accepting completion of the warranty period for the Subdivision Agreement (Right-of-Way Landscaping) and release of cash deposit for faithful performance, for park acceptance PA14-00043, for a project developed by Western Pacific Housing, Inc., as recommended by the Public Works Director, San Ramon (Dougherty Valley) area. (100% Developer 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.8 ADOPT Resolution No. 2020/207 accepting the Offer of Dedication for a Trail Easement for road acceptance RA06-01230 for a project being developed by Shapell Industries, Inc., as recommended by the Public Works Director, San Ramon (Dougherty Valley) 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.9 ADOPT Resolution No. 2020/218 approving the eighth extension of the Subdivision Agreement for subdivision SD03-08744, for a project being developed by Discovery Builders, Inc., as recommended by the Public Works Director, Martinez 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

Special Districts & County Airports

C.10 APPROVE and AUTHORIZE the Director of Airports, or designee, to execute a month-to-month hangar rental agreement with Edward Hefter for a modernized, south-facing T-hangar at Buchanan Field Airport effective August 10, 2020 in the monthly amount of \$370, Pacheco area (100% Airport Enterprise 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.11 APPROVE and AUTHORIZE the Director of Airports, or designee, to execute a month-to-month hangar rental agreement with Thomas Logan for a modernized, south-facing large hangar at Buchanan Field Airport effective August 18, 2020 in the monthly amount of \$620, Pacheco area (100% Airport Enterprise 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

Claims, Collections & Litigation

C.12 DENY claims filed by Narsai David, Laurie Harms (2), Karen and Andrew Logan, Mercury Insurance Group a subrogee of Clinton Collins, Jessica Raska, Rodric Stanley Jr. (2), and Michael Sumler. DENY amended claim filed by USAA a subrogee of Albert Galvan. DENY late claims filed by Scott Collier, EG, a deceased minor by and through his successors Clarissa Simms, and Edward Gatlin (3).

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

Statutory Actions

C.13 ACCEPT Board members meeting reports for July 2020.

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.14 ADOPT Resolution No. 2020/241 declaring September 2020 “Bike Anywhere Month”, and October 7 “Clean Air Day” in Contra Costa County, as recommended by Supervisor Gioia.

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.15 ADOPT Resolution 2020/240, recognizing September 2020 as National Literacy Month, as recommended by the County Librarian.

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.16 REAPPOINT Stephanie Williams-Rogers to the District 3 seat on the Family and Children's Trust Committee, as recommended by Supervisor Burgis.

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.17 REAPPOINT Karin Schnaider to the District 3 seat on the Emergency Medical Care Committee, as recommended by Supervisor Burgis.

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.18 APPOINT Lee Ross to the District 3 seat on the First 5 Contra Costa Children and Families Commission, as recommended by Supervisor Burgis.

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 ACCEPT the resignation of Marianne Gagen, effective August 4, 2020, DECLARE a vacancy of Committee At-Large Seat #3 on the Family and Children's Trust Committee, and DIRECT the Clerk of the Board to post a vacancy as recommended by the Employment and Human Services Department 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.20 APPOINT Megan Casey to the Oakley Local Committee seat on the Advisory Council on Aging, 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.21 APPOINT Amanda Nelson to the Private/Non-Profit Seat No.1 on the Economic Opportunity Council, 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.22 DECLARE vacant the Appointee 7 seat on County Service Area, P-2A Citizen Advisory Committee due to resignation, and DIRECT the Clerk of the Board to post the vacancy as recommended by Supervisor Diane Burgis.

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. 23 APPROVE medical staff appointments and reappointments, privileges, advancements, and voluntary resignations as recommend by the Medical Staff Executive Committee, at their August 17, 2020 meeting, and by the Health 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. 24 DECLARE Vacancy in the Category 2 Seat; APPOINT Glenn Pena to the Category 2 Seat, an Alternate representing the County School Districts and Community College District of Treasury Oversight Committee for a term of September 8, 2020 through April 30, 2024, as recommended by the Treasury 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. 25 ACCEPT the resignations of Doria Robinson and Nicholas Snyder, DECLARE vacancies from the Sustainability Commission in the At-Large, Environmental Justice Seat #1 and At-Large, Business Seat #2, and DIRECT the Clerk of the Board to post the vacancies, as recommended by the Conservation and Development Director. (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. 26 REAPPOINT Rocio Hernandez to the District 1 seat of the First 5 Children and Families Commission, as recommended by Supervisor Gioia.

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. 27 ADOPT Position Adjustment Resolution No. 25626 to cancel two Teacher-Project (represented) positions and add one Administrative Services Assistant III (represented) position for the Employment and Human Services Department. (58% Federal, 36% State, 6% County)

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 ADOPT Position Adjustment Resolution No. 25606, as revised, authorizing the addition of positions and establishment of classifications in the Health Services Department for the provision of medical and mental healthcare services at adult detention facilities. (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. 29 ADOPT Position Adjustment Resolution No.25621 to transition one Public Health Nurse – Project (represented) position and its incumbent into the Merit System classification of Public Health Nurse (represented) in the Health Services Department. (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

Leases

C. 30 APPROVE and AUTHORIZE the Public Works Director, or designee, to execute an amendment to the lease agreement for the building located at 627 Ferry Street, Martinez, to extend the term of the lease to June 30, 2025, at an initial annual rate of \$85,596 with annual increases thereafter and two 2-year renewal terms, for continued occupancy by the Public Defender's Office. (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

Grants & Contracts

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

C. 31 ADOPT Resolution No. 2020/219 to approve and authorize the Employment and Human Services Director, or designee, to accept funding in an amount not to exceed \$48,616 from California Department of Aging to provide Medicare Improvements for Patients and Providers Act services for the period October 1, 2020 through August 31, 2021. (100% Federal, No match required)

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 ADOPT Resolution No. 2020/224 to approve and authorize the Employment and Human Services Director, or designee, to accept funding in an amount not to exceed \$79,323 from the California Department of Aging to provide Supplemental Nutrition Assistance Program-Education services for the period October 1, 2020 through September 30, 2021. (100% Federal, 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. 33 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with the City of Martinez, to increase the amount payable to the County by \$88,473 to a new total of \$331,316 and extend the termination date from June 30, 2020 to June 30, 2021 for additional homeless outreach services for the Coordinated Outreach, Referral and Engagement Program. (32% County match required)

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 Health Services Director, or designee, to execute a contract with the U.S. Department of Health and Human Services Administration for the Children and Families, Family and Youth Services Bureau, to pay County an amount not to exceed \$200,000 for the operation of Appian House Transitional Housing Program for youth ages 18-21 in Contra Costa County for the period September 30, 2020 through September 29, 2021. (\$32,400 County match required)

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 from the United States Department of Housing and Urban Development, for McKinney-Vento Act funds, to pay County an amount not to exceed \$666,691 for the County's Continuum of Care Project which provides support services to homeless residents in Contra Costa County for the period October 1, 2020 through September 30, 2021. (25% County match is required)

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 the United States Department of Housing and Urban Development, to pay County an amount not to exceed \$550,334 for the County's Continuum of Care project which provides support services to homeless residents in Contra Costa County for the period October 1, 2019 through September 30, 2020. (25% County match required)

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 County Clerk-Recorder, or designee, to execute a contract with the California Secretary of State to reimburse the County in an amount not to exceed \$2,466,688 for expenditures incurred to prevent, prepare for, and respond to coronavirus, domestically or internationally, for the 2020 Federal election cycle, for the period August 15, 2020 through December 31, 2020. (100% Federal and State funding, 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. 38 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with the Contra Costa County Office of Education, to pay County in an amount not to exceed \$38,000 to provide year-round school to participants enrolled in dual diagnosis treatment at the Center for Recovery and Empowerment for the period August 15, 2020 through August 14, 2021. (No County match required)

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 accept a grant award from The University of Chicago, on behalf of its Booth School of Business, to pay the County an amount not to exceed \$647,000 to enable data-driven improvements in diagnosis and patient outcomes from Contra Costa County Health Services for the period July 1, 2020 through June 30, 2021. (No County match required)

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 the California Department of Resources Recycling and Recovery, to pay County an amount not to exceed \$25,162 to support the solid waste facilities, permits, and inspections for the Environmental Health Division Solid Waste Program for the period July 1, 2020 through October 28, 2021. (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. 41 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with the California Department of Public Health, Office of AIDS, for the County's Pre-Exposure Prophylaxis Assistance Program and AIDS Drug Assistance Program site enrollment project for the period July 1, 2020 through June 30, 2023.

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 ADOPT Resolution No. 2020/233 approving and authorizing the District Attorney, or designee, to submit an application and execute a grant award agreement, including any extensions or amendments, pursuant to State guidelines, with the California Governor's Office of Emergency Services, Victim Services & Public Safety Branch, in an amount not to exceed \$154,500, for funding of the Human Trafficking Advocacy Program for the period January 1, 2021 through December 31, 2021. (100% State)

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 County Librarian, or designee, to apply for and accept a grant in the amount of \$5,000 from The East Bay Community Foundation, to supplement Rodeo Library services pursuant to the local refinery Good Neighbor Agreement, for the period January 1 through June 30, 2021. (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. 44 RATIFY grant application for California Department of Justice Tobacco Grant Program for an amount not to exceed \$972,902 to provide tobacco retailer compliance checks, tobacco retailer education workshops, and youth-led tobacco prevention social media campaign services for the period July 1, 2020 through June 30, 2023.

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. 45 APPROVE and AUTHORIZE the County Librarian, or designee, to apply for and accept a grant of up to \$5,000 from the California Libraries Cultivating Racial Equity and Inclusion Initiative for the period July 2019 to June 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

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

C. 46 APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract with Rubicon Programs Incorporated, a non-profit corporation, in an amount not to exceed \$1,898,000, to operate and manage America's Job Center of California locations and provide Adult and Dislocated Worker Career Services under the Workforce Innovation and Opportunity Act to County residents, for the period July 1, 2020 through June 30, 2021. (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. 47 APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract amendment with Got Power, Inc. (dba California Diesel & Power - CD & Power), effective April 1, 2020, to increase the payment limit by \$300,000 to a new payment limit of \$1,100,000 with no change to the contract term of February 1, 2018 through January 31, 2021, to provide as-needed generator maintenance and rental to support facilities maintenance, Countywide. (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. 48 APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract with Aztec Consultants in an amount not to exceed \$3,000,000 to provide on-call maintenance, repair and construction services for the period September 8, 2020 through August 31, 2023, Countywide. (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. 49 APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract with Mark Scott Construction, Inc., in an amount not to exceed \$5,000,000 to provide on-call maintenance, repair and construction services for the period September 8, 2020 through August 31, 2023, Countywide. (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. 50 APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract amendment with ECS Imaging, Inc., effective September 8, 2020, to extend the term from September 30, 2020 through September 30, 2021 and increase the payment limit by \$89,264 to a new payment limit of \$522,666 for software licenses, support, and additional project management services associated with the implementation of Laserfiche, an electronic records content management system, Countywide. (100% Various 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. 51 APPROVE and AUTHORIZE the Sheriff-Coroner, or designee, to execute a software and services agreement with Kronos Incorporated in an amount not to exceed \$600,000 for personnel scheduling software for the term of August 11, 2020 through July 10, 2023 to increase the payment limit under the the Master Support Agreement with Tiburon Inc by \$264,900, from \$945,151 to a new payment limit of \$1,210,051, for dispatch and records systems support for the period September 10, 2020 to September 9, 2021. (19% Federal, 81% 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. 52 APPROVE and AUTHORIZE the Chief Information Officer, Department of Information Technology, or designee, to execute a contract amendment with Robert Half International, Inc., effective August 1, 2020, to increase the payment limit by \$872,000 to a new payment limit of \$1,622,000 and to extend the termination date from November 19, 2020 to December 31, 2020. (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. 53 APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute, on behalf of the Public Works Director, an amendment to a purchase order with Cintas Corporation to extend the term from July 31, 2020 through June 30, 2021 with no change to the payment limit, to provide garment rental and laundry services, Countywide. (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. 54 APPROVE and AUTHORIZE the Conservation and Development Director, or designee, to execute a contract amendment with Environmental Science Associates, to increase the payment limit by \$129,011 to a new payment limit of \$375,869 to complete the environmental impact report for the Bayview Residential Project, with no change in the original term of February 7, 2020 through August 7, 2021. (100% Applicant 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. 55 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Windsor Convalescent and Rehabilitation Center of Concord, LLC (dba Windsor Manor Rehabilitation Center of Concord), in an amount not to exceed \$2,400,000 to provide skilled nursing services for Contra Costa Health Plan Members for the period October 1, 2020 through September 30, 2023. (100% Contra Costa Health Plan Enterprise Fund II)

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. 56 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with SleepQuest, Inc., in an amount not to exceed \$750,000 to provide sleep studies and durable medical equipment for Contra Costa Health Plan Members for the period October 1, 2020 through September 30, 2023. (100% Contra Costa Health Plan Enterprise Fund II)

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. 57 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Jee Hyun Guss, M.D., in an amount not to exceed \$329,280 to provide outpatient psychiatric services to adults in Central Contra Costa County for the period September 1, 2020 through August 31, 2021. (100% Mental Health Realignment)

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. 58 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute an amendment with Nazar Aryaei (dba AA Cab Company), to increase the payment limit by \$240,000 to a new payment limit of \$840,000 for additional non-emergency transportation services to Contra Costa County Health Plan Members with no change in the original term of October 1, 2018 through September 30, 2020. (100% Contra Costa Health Plan Enterprise Fund II)

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. 59 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with RHD Healthcare Consulting, Inc., in an amount not to exceed \$304,668 to provide consultation and technical assistance on billing, privacy and related regulatory issues for the Health Services Department for the period from October 1, 2020 through September 30, 2021. (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. 60 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Amitabh Bharadwaj, M.D. in an amount not to exceed \$500,000 to provide ophthalmology services to Contra Costa Health Plan members for the period June 1, 2020 through May 31, 2022. (100% Contra Costa Health Plan Enterprise Fund II)

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. 61 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Barsam Gharagozlou, M.D., Inc., in an amount not to exceed \$1,000,000 to provide pediatric primary care services to Contra Costa Health Plan members for the period September 1, 2020 through August 31, 2022. (100% Contra Costa Health Plan Enterprise Fund II)

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. 62 APPROVE and AUTHORIZE the County Counsel, or designee, to execute a contract amendment effective March 1, 2020 with Gordon & Rees, LLP, to increase the payment limit by \$55,000 to a new payment limit of \$205,000 for specialized outside legal services. (100% County 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. 63 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with East Bay Audiologists, a Professional Corporation, to increase the payment limit by \$140,000 to a new payment limit of \$1,140,000 for additional audiology evaluation services with no change in the original term of September 1, 2019 through August 31, 2021. (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. 64 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Vladimir Krepostin, M.D., in an amount not to exceed \$564,000 to provide anesthesia services at Contra Costa Regional Medical Center and Health Centers for the period September 1, 2020 through August 31, 2021. (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. 65 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Macey Rosenthal, M.D., in an amount not to exceed \$209,664 to provide outpatient psychiatric care to patients in Central Contra Costa County for the period November 1, 2020 through October 31, 2021. (100% Mental Health Realignment)

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. 66 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Health Management Systems, Inc., to remove Eliza Health Risk Assessment Program Services, with no change in the payment limit of \$3,300,000 or term February 1, 2017 through December 31, 2020. (100% Contra Costa Health Plan Enterprise Fund II)

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. 67 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with BHC Sierra Vista Hospital, Inc., in an amount not to exceed \$75,000 to provide inpatient psychiatric hospital services to County-referred adults and adolescents for the period July 1, 2020 through June 30, 2021, including a six-month automatic extension through December 31, 2021 in an amount not to exceed \$37,500. (100% Mental Health Realignment)

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. 68 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Agiliti Health, Inc., in an amount not to exceed \$300,000 to provide medical lasers, equipment and certified technicians to operate lasers in the Surgical Unit at Contra Costa Regional Medical Center and Contra Costa Health Centers for the period September 1, 2020 through August 31, 2023. (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. 69 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a PMDTC, LLC (dba X-Ray and Laboratory), in an amount not to exceed \$190,000 to provide mobile X-Ray and laboratory services for COVID-19 alternative care sites for the period September 1, 2020 through June 30, 2021. (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. 70 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with John Muir Behavioral Health, in an amount not to exceed \$4,000,000 to provide inpatient psychiatric hospital services for children, adolescents and adults for the period July 1, 2020 through June 30, 2021, including a six-month automatic extension through December 31, 2021, in the an amount not to exceed \$2,000,000. (100% Mental Health Realignment)

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. 71 APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract amendment with Elam's Consulting & Inspection Services, Inc., effective September 8, 2020, to increase the payment limit by \$195,000 to a new payment limit of \$290,000 to continue to provide as-needed inspector of record services for various county projects, Countywide. (100% Various 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. 72 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Hobbs Investments, Inc. (dba AM-Tran), to modify the route schedule to include an additional pick up location with no change in the payment limit of \$350,000 or term February 1, 2020 through January 31, 2021. (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. 73 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Lynn Bertram, M.D., in an amount not to exceed \$359,424 to provide psychiatric care services to adults with mental illness and substance abuse disorder in Central and West Contra Costa County for the period October 1, 2020 through September 30, 2021. (100% Mental Health Realignment)

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. 74 APPROVE and AUTHORIZE the Conservation and Development Director, or designee, to execute a contract with the Contra Costa Centre Association in an amount not to exceed \$317,950, to provide transportation demand management services for the Contra Costa Centre area, for the period July 1, 2020 through June 30, 2021. (100% County Service Area M-31 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. 75 APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Health Services Department, a purchase order with Citrix Systems Inc., in an amount not to exceed \$301,237 to renew Citrix support and maintenance services for the period October 31, 2020 through October 30, 2021. (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. 76 APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Health Services Department, an amendment to the License Agreement with First Databank Inc. and a Purchase Order in an amount not to exceed \$207,118, to renew MedKnowledge software licenses and support for the period July 1, 2020 through June 30, 2021. (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. 77 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Golden Gate Urology, Inc., in an amount not to exceed \$600,000 to provide urology services to Contra Costa Health Plan members for the period September 1, 2020 through August 31, 2023. (100% Contra Costa Health Plan Enterprise Fund II)

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. 78 APPROVE and AUTHORIZE the Conservation and Development Director, or designee, to execute a contract amendment with FirstCarbon Solutions, to increase the payment limit by \$23,036 to a new payment limit of \$245,637 and extend the term from September 30, 2020 through December 31, 2021 for continuing environmental impact report preparation services on the Scannell warehouse project, North Richmond area. (100% Applicant 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. 79 APPROVE and AUTHORIZE the Conservation and Development Director, or designee, to execute a contract amendment with FirstCarbon Solutions, to increase the payment limit by \$21,994 to a new payment limit of \$224,579 and extend the term from September 30, 2020 through December 31, 2021 for environmental impact report preparation services on the CenterPoint warehouse project, North Richmond area. (100% Applicant 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. 80 APPROVE and AUTHORIZE the Public Works Director, or designee, to execute an agreement with Periscope Holdings, Inc., in an amount not to exceed \$430,767 for hosted purchasing and procurement software, upgrade services, and maintenance and support for the term September 8, 2020 through September 8, 2023, Countywide. (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. 81 APPROVE and AUTHORIZE the Conservation and Development Director, or designee, to execute a contract amendment with FCS International, Inc. (dba FirstCarbon Solutions/Michael Brandman Associates), to increase the payment limit by \$13,715 to a new payment limit of \$384,401, with no change to the original term of October 1, 2018 through September 30, 2020, to complete the remaining tasks associated with the environmental review of the 284-unit Del Hombre apartment complex in the Walnut Creek area. (100% Applicant 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. 82 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Modesto Residential Living Center, Inc., to increase the payment limit by \$75,555 to a new payment limit of \$306,567, to provide additional augmented board and care services to mentally ill adults with no change in the term September 1, 2020 through August 31, 2021. (49% Mental Health Services Act, 51% Mental Health Realignment 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. 83 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with David H. Stone, M.D., in an amount not to exceed \$600,000 to provide rheumatology services at Contra Costa Regional Medical Center and Health Centers for the period September 1, 2020 through August 31, 2023. (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. 84 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Portia Bell Hume Behavioral Health and Training Center, to increase the payment limit by \$304,977 to a new payment limit of \$749,977, and extend the termination date from June 30, 2021 to September 30, 2021 for additional support services to County residents who are homeless or at risk of becoming homeless. (27% Federal Housing and Urban Development Fund; 37% Public Defender's Holistic Intervention Partnership Fund; 33% Adult Protective Services Home Safe Fund; 3% Housing Security 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. 85 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Apheresis Care Group, Inc., in an amount not to exceed \$700,000 to provide therapeutic plasmapheresis and hemodialysis services at Contra Costa Regional Medical Center and Health Centers for the period July 1, 2020 through June 30, 2025. (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. 86 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with David H, Raphael, M.D., to provide additional general surgery services to Contra Costa Regional Medical Center and Health Centers with no change in the original Payment Limit of \$984,000 or term of January 1, 2019 through December 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. 87 APPROVE and AUTHORIZE the Auditor-Controller, or designee, to make a payment in the amount of \$40,000 to the Catholic Charities of East Bay for Census 2020 outreach services provided to Contra Costa County in Fiscal Year 2019-2020, as recommended by the Public Defender. (100% Grant)

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. 88 APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract amendment with Summit Building Services, Inc., effective April 1, 2020, to increase the payment limit by \$1,150,000 to a new payment limit of \$4,650,000 with no change to the contract term of April 1, 2018 through March 31, 2021, to provide as-needed custodial and emergency deep cleaning, Countywide. (100% CARES Act & 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. 89 APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract with Social Service Staffing & Recruiting, Inc., in an amount not to exceed \$400,000 to provide qualified temporary social workers for clients of the Children and Family Services Bureau, for the period July 1, 2020 through June 30, 2021. (10% County, 42% State, 48% 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. 90 APPROVE and AUTHORIZE the Chief Engineer, Contra Costa County Flood Control and Water Conservation District, or designee, to execute a contract amendment with Horizon Water and Environment, LLC, effective August 24, 2020, to extend the term from December 31, 2020 to March 31, 2021 and increase the payment limit by \$80,000 to a new payment limit of \$780,000, to complete necessary environmental compliance work, Countywide. (100% 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. 91 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Ujima Family Recovery Services, in an amount not to exceed \$3,485,421 to provide residential and outpatient treatment services for pregnant and parenting women and their young children for the period July 1, 2020 through June 30, 2021. (71% Drug Medi-Cal; 16% Substance Abuse Prevention and Treatment Perinatal Set-Aside; 10% Substance Abuse Prevention and Treatment Block Grant; 3% Assembly Bill 109)

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. 92 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Suri Sunderi Cheng, M.D., to increase the payment limit by \$40,000 to a new payment limit of \$430,000, to provide additional otolaryngology services with no change in the term 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.93 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 \$430,000 to provide otolaryngology services for Contra Costa Regional Medical Center and Health Center patients for the period October 1, 2020 through September 30, 2021. (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.94 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Kimberly Loda, M.D., in an amount not to exceed \$262,080 to provide outpatient psychiatric care services to adults in West County for the period October 1, 2020 through September 30, 2021. (100% Mental Health Realignment)

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.95 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Health Leads, Inc., to increase the payment limit by \$57,024 to a new payment limit of \$1,810,891, to provide additional mapping, assessment and design project services to address unmet basic human needs at Contra Costa Health Services, with no change in the original term June 1, 2017 through December 31, 2020. (68% Hospital Enterprise Fund; 29% Medi-Cal 1115 Waiver; 3% CARES-COVID-19 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.96 APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract amendment with Little Angels Country School LLC, to increase the payment limit by \$22,249 to a new payment limit of \$240,129 due to the increased daily childcare rate and addition of Quality improvement funding, with no change to term July 1, 2019 through June 30, 2020. (100% State)

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.97 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Esther Kwon, M.D., to increase the payment limit by \$64,000 to a new Payment Limit of \$460,000, with no change in the term October 1, 2019 through September 30, 2021, to provide additional podiatry services for Contra Costa Regional Medical Center and Health Center patients. (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.98 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Shelter Inc. of Contra Costa County, to increase the payment limit by \$445,480 to a new payment limit of \$890,676 with no change in the term July 1, 2020 through June 30, 2021, for additional Covid-19 emergency shelter services to families in Contra Costa County. (55% Federal Emergency Management Agency; 8% by COVID-19 Homeless Housing and Assistance Program funds; 20% Cares Act Fund; 17% County's General 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.99 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Greater Richmond Inter-Faith Program, to increase the payment limit by \$1,062,303 to a new payment limit of \$2,609,181, to provide additional COVID-19 emergency shelter services to high risk individuals and families with no change in the term October 1, 2019 through June 30, 2021. (59% Federal Emergency Management Agency; 11% Homeless Emergency Aid Program; 9% Housing and Urban Development; 6% Mental Health Realignment Fund; 6% Cares Act Fund; 5% County General Fund; 4% COVID-19 Homeless Housing Assistance and Prevention)

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.100 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Shelter, Inc. of Contra Costa County, in an amount not to exceed \$7,157,615 to provide housing assistance to seriously and persistently mentally ill youth and adults for the period July 1, 2020 through June 30, 2023. (100% 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.101 APPROVE and AUTHORIZE the Auditor-Controller, or designee, to pay \$677,325.38 to Ujima Family Recovery Services, for outpatient treatment services at its Drug Medi-Cal Substance Use Disorder Clinics in East, Central and West County for the period July 1, 2019 through June 30, 2020. (70% Drug Medi-Cal; 16% Substance Abuse Prevention and Treatment Perinatal Set-Aside; 10% Substance Abuse Prevention and Treatment Block Grant and 4% Assembly Bill)

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.102 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Bay Area Community Services, Inc., to increase the payment limit by \$2,053,968 to a new payment limit of \$2,478,968 and extend the termination date from July 31, 2020 to December 31, 2020, to operate COVID-19 housing in Richmond and Pittsburg for homeless individuals in Contra Costa County. (49% Federal Emergency Management Agency; 29% Emergency Solutions Grant-COVID-19; 14% Cares Act funds; 8% COVID-19 Homeless Housing and Assistance Program 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.103 APPROVE and AUTHORIZE the Auditor-Controller, or designee, to pay \$51,096 to Cardionet, LLC for cardiac monitoring services provided in good faith for the period February 1, 2019 through October 31, 2019. (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.104 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Bi-Bett, in an amount not to exceed \$5,226,426 to provide substance use disorder prevention, treatment and detoxification services for Contra Costa County residents for the period July 1, 2020 through June 30, 2021. (29% Substance Abuse Treatment and Prevention Block Grant; 64% Federal Medi-Cal; 7% Assembly Bill 109)

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.105 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with WestCare California, Inc., to increase the payment limit by \$291,285 to a new payment limit of \$2,320,109, to provide additional substance use disorder prevention, treatment, and detoxification services for Contra Costa County residents in West County with no change in the term July 1, 2020 through June 30, 2021. (54% Substance Abuse Treatment and Prevention Block Grant; 46% Federal Medi-Cal)

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.106 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Center Point, Inc., in an amount not to exceed \$752,166 to provide drug abuse prevention and treatment services for Contra Costa County adults with co-occurring substance abuse and mental disorders for the period July 1, 2020 through June 30, 2021. (90% Federal Drug Medi-Cal; 2% Substance Abuse Prevention and Treatment Block Grant Perinatal; 8% Assembly Bill 109)

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.107 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Addiction Research and Treatment, Inc., to increase the payment limit by \$185,940 to a new payment limit of \$5,919,036, to provide additional methadone treatment services to County residents with no change in the term July 1, 2020 through June 30, 2021. (50% Federal Drug Medi-Cal; 50% State Drug Medi-Cal)

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.108 AUTHORIZE and RATIFY the execution of an agreement with City of Richmond for the use of a portion of a City-owned parking lot at the corner of Barrett Avenue and 25th Street in Richmond as a COVID-19 testing site at no cost to the County, from August 17, 2020, through December 31, 2020, with the option of extending on a month-to-month basis.

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.109 APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract with La Roza Construction, Inc., in an amount not to exceed \$2,000,000 to provide on-call maintenance, repair and construction services for the period September 8, 2020 through August 31, 2023, Countywide. (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

Other Actions

C.110 APPROVE clarification of Board action of July 14, 2020 (C.125) which authorized the Health Services Director to execute a Board Order to pay Sharjo, Inc. (dba Service Master Restoration Services), for services provided to the County to correct the dates of the services provided from June 11, 2019 through June 13, 2019 and October 28, 2019 through November 8, 2019 to reflect the intent of the parties in which the period of payment for services provided should read June 1, 2019 through November 30, 2019. (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.111 APPROVE and AUTHORIZE the Public Defender, or designee, to execute a Memorandum of Understanding with the National Legal Aid & Defender Association including a cost share payment not to exceed \$4,000 for AmeriCorps to provide performance measurement and data analysis services for the period of August 27, 2020 through August 26, 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.112 APPROVE Needle Exchange Update Report as recommended by the Family and Human Services Committee and AUTHORIZE Public Health to Administer Needle Exchange Program as a needs-based model.

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.113 ACCEPT and APPROVE the Local Plan for Coronavirus Aid, Relief, and Economic Security (CARES) Act CSBG Supplemental Funding as recommended by the Employment and Human Services Director. (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.114 APPROVE the list of providers recommended by Contra Costa Health Plan's Medical Director on May 28, 2020, and by the Health Services Director, as required by the State Departments of Health Care Services and Managed Health Care, and the Centers for Medicare and Medicaid Services.

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.115 APPROVE the list of providers recommended by Contra Costa Health Plan's Medical Director on July 16 and 30, 2020, and by the Health Services Director, as required by the State Departments of Health Care Services and Managed Health Care, and the Centers for Medicare and Medicaid Services.

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.116 APPROVE amendments to the List of Designated Positions of the Conflict of Interest Code of the County Administrator's Office, as recommended by County Counsel.

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.117 APPROVE amended list of designated positions for the Conflict of Interest Code for the Contra Costa County Fire Protection District, as recommended by County Counsel.

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.118 APPROVE amended Conflict of Interest Code for the Contra Costa Transportation Authority, including the list of designated positions, as recommended by County Counsel.

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.119 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with The University of California on behalf of its Nutritional Sciences and Toxicology Department within the College of Natural Resources at the Berkeley Campus to provide supervised field instruction at Contra Costa Regional Medical Center and Health Centers to registered dietitians students for the period October 1, 2020 through September 30, 2023. (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.120 ACCEPT the July 2020 Operations Update of the Employment and Human Services Department, Community Services Bureau as recommended by the Employment and Human Services Director. (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.121 APPROVE November 3, 2020 General Election consolidation requests from jurisdictions that have filed resolutions with the County-Clerk Recorder, Elections Division, as recommended by the Clerk-Recorder. (100% Participating Jurisdiction 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.122 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Mt. Diablo Unified School District, to provide school-based mobile clinic services to children and youth for the period September 1, 2020 through August 31, 2025. (Non-financial Agreement)

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.123 APPROVE clarification of Board action on August 4, 2020 (C.34) which authorized the Health Services Director to execute Contract #76-583-5 with Agiliti Health, Inc., to reflect the correct Payment Limit amount of \$993,658 instead of \$993,600. (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.124 ACCEPT the Treasurer's Quarterly Investment Report as of June 30, 2020, as recommended by the County Treasurer-Tax Collector.

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.125 ACCEPT report on the Public Works Department and Flood Control and Water Conservation District's Accreditation Program, as recommended by the Public Works Director and Chief Engineer, Countywide. (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.126 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Sutter Health, to provide access to Sutter Health Electronic Health Records to Contra Costa Health Services for the period September 1, 2020 through August 31, 2025. (Non-Financial Agreement)

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.127 ADOPT Resolution No. 2020/237 authorizing the issuance and sale of General Obligations bonds by the Moraga Elementary School District in an amount not to exceed \$9,000,000 on its own behalf pursuant to Sections 15140 and 15146 of the Education Code, as permitted by Section 53508.7(c) of the Government Code, as recommended by the County Administrator. (No County fiscal impact)

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.128 ADOPT Resolution No. 2020/239 authorizing the issuance and sale of "Liberty Union High School District General Obligation Bonds, Election of 2016, Series B" in an amount not to exceed \$62,000,000 by the Liberty Union High School District on its own behalf pursuant to Sections 15140 and 15146 of the Education Code, as permitted by Section 53508.7(c) of the Government Code, as recommended by the County Administrator. (No County fiscal impact)

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.129 AUTHORIZE the County Administrator to submit, on behalf of Contra Costa County, a letter of authorization and payment in an amount not to exceed \$375 for submittal of five applications to the California State Association of Counties 2020 Challenge Awards competition. (100% County 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.130 ADOPT Resolution No. 2020/242, superseding Resolution No. 2018/597, augmenting the membership of the the Juvenile Justice Coordinating Council by adding a seat representing the Juvenile Justice Commission, as recommended by the Juvenile Justice Coordinating Council. (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.131 APPROVE the Fiscal Year 2020/21 budget for the Congestion Management Agency, a function performed by the Contra Costa Transportation Authority, and APPROVE FY 2020/21 County contributions of \$96,573 to the Congestion Management Agency and \$97,601 to the Regional Transportation Planning Committees that assist with implementing Measure J (2004), as recommended by the Conservation and Development Director. (50% Gas Tax, 50% Measure J Return-to-Source 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

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

The **Family and Human Services Committee** (Supervisors John Gioia and Candace Andersen) 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 John Gioia and Karen Mitchoff) 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 Federal D. Glover and John Gioia) 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 Candace Andersen and Diane Burgis) 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 Candace Andersen 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 **Sustainability Committee** (Supervisors Federal D. Glover and John Gioia) meets on the fourth Monday of every other month at 1:00 p.m. in Room 101, County Administration Building, 651 Pine Street, Martinez.

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

Airports Committee	November 5, 2020	11:00 a.m.	See above
Family & Human Services Committee	September 28, 2020	9:00 a.m.	See above
Finance Committee	October 5, 2020	9:00 a.m.	See above
Hiring Outreach Oversight Committee	September 14, 2020	10:30 a.m.	See above
Internal Operations Committee	September 14, 2020	10:30 a.m.	See above
Legislation Committee	September 14, 2020	1:00 p.m.	See above
Public Protection Committee	September 28, 2020	10:30 a.m.	See above
Sustainability Committee	Special Meeting September 29, 2020	1:00 p.m.	See above
Transportation, Water & Infrastructure Committee	September 14, 2020	9:00 a.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
CCCFPD (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: Dianne Dinsmore, Human Resources Director
Date: September 8, 2020

Subject: 2021 Renewals for NonPERS Health Plans

RECOMMENDATION(S):

AUTHORIZE the County Administrator, or Designee, to execute contract renewals with the NonPERS Medical, Dental, Vision, Computer Vision Care Program and Life Insurance Plan carriers for the period of January 1, 2021 - December 31, 2021.

FISCAL IMPACT:

Premiums for active, retired and survivor enrollees are funded by a combination of charges to County Departments, Special Districts, and employee/retiree/survivor contributions. The fiscal impact is based on projections of 2021 using 2020 census data with no adjustment for future migration between plans. The 2021 projected total premium cost for active employees is approximately \$100.5 million; 2020 is expected to reach \$95.7 million by year end. The currently negotiated cost to the County is \$85.6 million of that total (\$80.7 million in 2020).

Premiums for existing Health Net HMO plans will *decrease* -1.27%. The Health Net PPO Plan premiums will increase by 10.24%, Kaiser Plans will increase by 3.40%, and CCHP Plans will increase by 9.77%. There will be a *decrease* to the Delta Care HMO plan rates of -12.78%, the Computer Vision Care plan rates of -1.14% and the Voluntary Vision Plan by -0.99%. There is also a

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/08/2020** 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: September 8, 2020

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

By: June McHuen, Deputy

Contact: (925) 655-2176

cc:

FISCAL IMPACT: (CONT'D)

decrease to the Voya Basic Life/AD&D plan of -7.50% and an overall *decrease* -10.00% (depending on age band) for Supplemental Life Insurance plans. The Delta Dental PPO Plan premium equivalency will not increase.

BACKGROUND:

Insurance coverage is an important benefit and a valuable recruitment and retention tool. To ensure that high quality insurance is available for eligible Contra Costa County employees and retirees, the County contracts for group medical, dental, life insurance, voluntary vision insurance, as well as computer vision care coverage, on an annual basis with a number of carriers/providers. The County's existing insurance and coverage contracts are for the calendar year and expire December 31, 2020.

To assist the County in negotiating the best possible health care terms for our active and retired employees, the County contracts with a consultant, who has expertise in public sector employee benefit plan design and rate structure. All medical insurance contracts continue to offer essential medical benefits and coverage compliant with the requirements of the Affordable Care Act (ACA).

Beginning January 1, 2021, the County subsidy, for the majority of employees eligible for NonPERS medical plans, will be an amount up to 78.5% of the second lowest priced non-deductible HMO plan for all tiers (Employee, Employee +1 and Employee +2 or more). Based on the 2021 proposed rates, Health Net Smart Care HMO B will be used for subsidy calculations.

<u>Coverage Type</u>	<u>Health Net</u>		<u>County Subsidy</u>
	<u>SmartCare HMO</u>	<u>%</u>	
Employee Only	\$930.98	78.5%	\$730.82
Employee +1	\$1,861.96	78.5%	\$1,461.64
Employee +2/More	\$2,792.94	78.5%	\$2,192.46

In order to ensure uninterrupted coverage for enrolled members (eligible active employees, retired employees and survivors of retired employees) staff requests authorization from the Board of Supervisors to renew existing insurance coverage at the rates provided in the Attachment. The chart reflects the different premium structures - either Two Tier or Three Tier - based on what has been negotiated with various bargaining groups. Rate sheets, by bargaining group for actives and retirees, for the 2021 plan year reflecting County subsidies and employee/retiree costs will be available In October, prior to the Open Enrollment period. These sheets will be posted on the Employee Benefits website.

For 2021, we will be implementing a new PPO Network for our Delta Dental PPO plan which will provide our employees with access to additional Dentists and savings on dental procedures. The Delta Dental PPO Premium equivalency will not increase. The premiums for the Health Net HMO plans, Delta Care HMO plan, VSP Computer Vision Care (CVC) Plan, Voluntary Vision Plan and the Supplemental & Basic Life insurance plans will decrease. In addition, there is an increase to the Guaranteed Issue amount for Supplemental Life Insurance. Employees will be able to purchase or increase coverage up to \$150,000 without Evidence of Insurability (EOI) during open enrollment.

CONSEQUENCE OF NEGATIVE ACTION:

In order to prevent the disruption of services for group benefits that are offered to eligible active employees, retirees, survivors and dependents, it is necessary to execute contract renewals prior to open enrollment which is planned for October 2020 for the 2021 plan year.

ATTACHMENTS

Plan Year 2021 Open Enrollment Rate Summary

NonPERS Medical, Dental, Vision, CVC and Life Insurance Renewal Rates

EXISTING PLANS and PERCENTAGE of RATE INCREASE or DECREASE

NonPERS Medical Plans

3 Tier Rate Structure	Coverage	2020	2021	% of Change
Contra Costa Health Plan A	Employee (EE)	\$ 892.18	\$ 979.31	9.77%
	EE + 1	\$ 1,784.34	\$ 1,958.59	9.77%
	EE + 2 or more	\$ 2,676.54	\$ 2,937.92	9.77%
Contra Costa Health Plan B	Employee (EE)	\$ 989.00	\$ 1,085.58	9.77%
	EE + 1	\$ 1,978.00	\$ 2,171.16	9.77%
	EE + 2 or more	\$ 2,967.00	\$ 3,256.75	9.77%
Kaiser Permanente Plan A	Employee (EE)	\$ 879.23	\$ 909.04	3.39%
	EE + 1	\$ 1,758.46	\$ 1,818.08	3.39%
	EE + 2 or more	\$ 2,637.69	\$ 2,727.12	3.39%
Kaiser Permanente Plan B	Employee (EE)	\$ 698.82	\$ 722.50	3.39%
	EE + 1	\$ 1,397.64	\$ 1,445.00	3.39%
	EE + 2 or more	\$ 2,096.46	\$ 2,167.50	3.39%
Kaiser Permanente HDHP	Employee (EE)	\$ 560.90	\$ 579.96	3.40%
	EE + 1	\$ 1,121.80	\$ 1,159.92	3.40%
	EE + 2 or more	\$ 1,682.70	\$ 1,739.88	3.40%
Teamsters Local Union No. 856	Employee (EE)	\$ 690.80	\$ 724.50	4.88%
Trust Fund KP Health Plan	EE + 1	\$ 1,423.76	\$ 1,487.83	4.50%
	EE + 2 or more	\$ 2,043.36	\$ 2,132.70	4.37%
Health Net SmartCare HMO A (new plan)	Employee (EE)	\$ 1,322.48	\$ 1,305.65	-1.27%
	EE + 1	\$ 2,644.96	\$ 2,611.30	-1.27%
	EE + 2 or more	\$ 3,967.44	\$ 3,916.95	-1.27%
Health Net SmartCare HMO B (new plan)	Employee (EE)	\$ 942.98	\$ 930.98	-1.27%
	EE + 1	\$ 1,885.96	\$ 1,861.96	-1.27%
	EE + 2 or more	\$ 2,828.94	\$ 2,792.94	-1.27%
Health Net CA & OOS PPO Plan A	Employee (EE)	\$ 2,691.46	\$ 2,967.02	10.24%
	EE + 1	\$ 5,382.92	\$ 5,934.04	10.24%
	EE + 2 or more	\$ 8,074.38	\$ 8,901.06	10.24%

2 Tier Rate Structure *	Coverage	2020	2021	% of Change
Contra Costa Health Plan A	Employee (EE)	\$ 962.77	\$ 1,056.79	9.77%
	Family	\$ 2,293.83	\$ 2,517.84	9.77%
Contra Costa Health Plan B	Employee (EE)	\$ 1,067.24	\$ 1,171.46	9.77%
	Family	\$ 2,535.93	\$ 2,783.58	9.77%
Kaiser Permanente Plan A	Employee (EE)	\$ 960.76	\$ 993.36	3.39%
	Family	\$ 2,238.57	\$ 2,314.54	3.39%
Kaiser Permanente Plan B	Employee (EE)	\$ 783.35	\$ 809.92	3.39%
	Family	\$ 1,825.21	\$ 1,887.12	3.39%
Health Net HMO Plan A	Employee (EE)	\$ 1,885.66	\$ 1,861.66	-1.27%
	Family	\$ 4,619.87	\$ 4,561.07	-1.27%
Health Net HMO Plan B	Employee (EE)	\$ 1,311.25	\$ 1,294.56	-1.27%
	Family	\$ 3,212.56	\$ 3,171.67	-1.27%
Health Net CA & OOS PPO Plan A	Employee (EE)	\$ 2,783.36	\$ 3,068.33	10.24%
	Family	\$ 6,624.40	\$ 7,302.63	10.24%
Kaiser Permanente HDHP	Employee (EE)	\$ 632.50	\$ 653.99	3.40%
	Family	\$ 1,473.73	\$ 1,523.80	3.40%
Contra Costa Health Plan A2	Employee (EE)	\$734.56	\$ 806.54	9.80%
	Family	\$1,643.16	\$ 1,804.18	9.80%

* The 2 Tier Rate Structure only applies to CNA Actives and Early Retirees

NonPERS Medicare Coordination of Benefits (COB) Plans

3 Tier Rate Structure	Coverage	2020	2021	% of Change
Contra Costa COB Health Plan A	Retiree	\$ 442.80	\$ 486.04	9.77%
	2 Medicare	\$ 885.61	\$ 972.08	9.76%
Contra Costa COB Health Plan B	Retiree	\$ 456.09	\$ 500.63	9.77%
	2 Medicare	\$ 912.18	\$ 1,001.26	9.77%
Health Net HMO A COB Plan	Retiree	\$ 899.85	\$ 899.85	0.00%
	2 Medicare	\$ 1,799.70	\$ 1,799.70	0.00%
Health Net HMO B COB Plan	Retiree	\$ 836.62	\$ 836.62	0.00%
	2 Medicare	\$ 1,673.24	\$ 1,673.24	0.00%
Health Net CA & OOS COB PPO Plan A	Retiree	\$ 1,231.57	\$ 1,231.57	0.00%
	2 Medicare	\$ 2,463.14	\$ 2,463.14	0.00%
2 Tier Rate Structure*	Coverage	2020	2021	% of Change
Contra Costa COB Health Plan A	Retiree	\$ 442.80	\$ 486.04	9.77%
	2 Medicare	\$ 885.61	\$ 972.08	9.76%
Contra Costa COB Health Plan B	Retiree	\$ 456.09	\$ 500.63	9.77%
	2 Medicare	\$ 912.18	\$ 1,001.26	9.77%
Health Net HMO A COB Plan	Retiree	\$ 899.85	\$ 899.85	0.00%
	2 Medicare	\$ 1,799.70	\$ 1,799.70	0.00%
Health Net HMO B COB Plan	Retiree	\$ 836.62	\$ 836.62	0.00%
	2 Medicare	\$ 1,673.24	\$ 1,673.24	0.00%
Health Net CA & OOS COB PPO Plan A	Retiree	\$ 1,231.57	\$ 1,231.57	0.00%
	2 Medicare	\$ 2,463.14	\$ 2,463.14	0.00%

* The 2 Tier Rate Structure only applies to CNA Actives and Early Retirees

Medicare Senior Advantage Plans

3 Tier Rate Structure	Coverage	2020	2021	% of Change
Kaiser Senior Advantage Plan A	Retiree	\$ 386.21	\$ 372.65	-3.51%
	2 Medicare	\$ 1,042.60	\$ 1,005.97	-3.51%
Kaiser Senior Advantage Plan B	Retiree	\$ 292.77	\$ 282.50	-3.51%
	2 Medicare	\$ 790.08	\$ 762.35	-3.51%
Health Net Seniority Plus Plan A	Retiree	\$ 663.07	\$ 663.07	0.00%
	2 Medicare	\$ 1,326.14	\$ 1,326.14	0.00%
Health Net Seniority Plus Plan B	Retiree	\$ 556.65	\$ 556.65	0.00%
	2 Medicare	\$ 1,113.30	\$ 1,113.30	0.00%
2 Tier Rate Structure	Coverage	2020	2021	% of Change
Kaiser Senior Advantage Plan A	Retiree	\$ 386.24	\$ 372.70	-3.51%
	2 Medicare	\$ 1,043.20	\$ 1,006.62	-3.51%
Kaiser Senior Advantage Plan B	Retiree	\$ 292.80	\$ 282.55	-3.50%
	2 Medicare	\$ 790.68	\$ 763.00	-3.50%
Health Net Seniority Plus Plan A	Retiree	\$ 663.07	\$ 663.07	0.00%
	2 Medicare	\$ 1,326.14	\$ 1,326.14	0.00%
Health Net Seniority Plus Plan B	Retiree	\$ 556.65	\$ 556.65	0.00%
	2 Medicare	\$ 1,113.30	\$ 1,113.30	0.00%

Dental

2 Tier & 3 Tier Rate Structure	Coverage	2020	2021	% of Change
Delta Dental PPO ASO Fees	N/A	\$5.03	\$5.03	No change
Delta Dental PPO	Employee (EE)	\$46.52	\$46.52	0.00%
	EE + 1 (Family)	\$105.08	\$105.08	0.00%
	EE + 2 or more (Family)	\$105.08	\$105.08	0.00%

Dental (Cont.)

2 Tier & 3 Tier Rate Structure	Coverage	2020	2021	% of Change
Delta Care HMO	Employee (EE)	\$29.06	\$25.35	-12.77%
	EE + 1 (Family)	\$62.81	\$54.78	-12.78%
	EE + 2 or more (Family)	\$62.81	\$54.78	-12.78%

Vision

		2020	2021	% of Change
VSP Computer Vision Care Plan (CVC)	Employee (EE)	\$3.51	\$3.47	-1.14%
VSP Voluntary Vision Plan (3-tier)	Employee (EE)	\$10.08	\$9.98	-0.99%
	EE + 1	\$20.14	\$19.94	-0.99%
	EE + 2 or more	\$32.44	\$32.12	-0.99%

Life Insurance

	2020	2021	% of Change
VOYA Basic Life AD&D Program	\$0.08/\$1000	\$0.074/\$1000	-7.50%
VOYA Supplemental Life AD&D Program			
Employee and Spouse Age:	Rate per \$1000	Rate per \$1000	
0-24	\$0.07	\$0.07	No change
25-29	\$0.08	\$0.08	No change
30-34	\$0.10	\$0.10	No change
35-39	\$0.11	\$0.11	No change
40-44	\$0.16	\$0.14	-12.50%
45-49	\$0.26	\$0.22	-15.38%
50-54	\$0.42	\$0.34	-19.05%
55-59	\$0.65	\$0.59	-9.23%
60-64	\$1.01	\$0.99	-1.98%
65-69	\$1.82	\$1.82	No change
> 70	\$3.52	\$3.52	No change
Dependent Children (Supp. Life only):			
\$5,000	\$0.80	\$0.80	No change
\$10,000	\$1.60	\$1.60	No change



Contra
Costa
County

To: Board of Supervisors
From: Supervisors John Gioia and Karen Mitchoff
Date: September 8, 2020

Subject: PROPOSAL TO NAME THE CLERK-RECORDER BUILDING IN MARTINEZ AS "THE STEPHEN L. WEIR CLERK-RECORDER BUILDING"

RECOMMENDATION(S):

ADOPT Resolution No. 2020/213 to name the Clerk-Recorder building located at 555 Escobar Street in Martinez as "The Stephen L. Weir Clerk-Recorder Building".

FISCAL IMPACT:

The nominal cost to affix a plaque to the building will be funded from the County General Fund.

BACKGROUND:

Stephen L. Weir, in 2013, retired from Contra Costa County, where he served as the Clerk Recorder and Registrar of Voters for 24 years. Combined with his former offices as a Concord City Councilman and Mayor, member of the Contra Costa Water District and Metropolitan Transportation Commission, and field office staff member to the late Assemblyman and Senator Daniel Boatwright, Steve's public service career spanned nearly 40 years. Steve's career is distinguished by a reputation for kindness, integrity, dedication, diligence, sincerity, and professionalism. Essential to his mandate, Steve brought credibility to the office of Clerk-Recorder/Registrar of Voters and to the County.

County policy provides that the Board may, by unanimous approval, name a County building in recognition of a former elected official for his or her outstanding or meritorious service to the County. Stephen

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/08/2020** 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: September 8, 2020

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

By: June McHuen, Deputy

Contact: John Gioia (510)
231-8686

cc:

BACKGROUND: (CONT'D)

L. Weir is an excellent candidate for this recognition.

CONSEQUENCE OF NEGATIVE ACTION:

Less than unanimous approval would prevent the naming of the Clerk-Recorder building in honor of Stephen L. Weir.

AGENDA ATTACHMENTS

Resolution 2020/213

MINUTES ATTACHMENTS

Signed Resolution No. 2020/213

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

Adopted this Resolution on 09/08/2020 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. 2020/213

IN THE MATTER OF NAMING THE CLERK-RECORDER BUILDING AS "THE STEPHEN L. WEIR CLERK-RECORDER BUILDING"

WHEREAS, Stephen L. Weir served as the the County Clerk-Recorder and Registrar of Voters for 24 years, from 1989 until his retirement 2013, topping off a career of public service that spanned nearly four decades; and

WHEREAS, Steve was an innovator and pacesetter among County departments, being the first to implement e-commerce and other interactive website applications, the first to offer credit card payment transactions, the first to use digital imaging for public records, and an early adopter of a ballot signature verification process, helping to ensure elections integrity; and

WHEREAS, Steve was recognized by the County Administrator and Board of Supervisors in 2003 for his outstanding performance in conducting the unprecedented 2003 Gubernatorial recall election and for being among the earliest in the nation to have achieved accreditation as a Certified Elections/Registration Administrator; and

WHEREAS, Steve also served as a Concord City Councilman and Mayor, on the Contra Costa Water District Board and the Metropolitan Transportation Commission, and as a field office staff member to the late Assemblyman and Senator Daniel Boatwright; and

WHEREAS, at the foundation of Steve's management style was his high level of personal and professional integrity, which reflected the core values of the County as an organization, and established for himself and his office an outstanding reputation throughout the State;

NOW, THEREFORE, BE IT RESOLVED that the Clerk-Recorder building located at 555 Escobar Street in Martinez is hereby named, "The Stephen L. Weir Clerk-Recorder Building"; and

BE IT FURTHER RESOLVED that a memorial plaque and/or other appropriate sign shall be affixed to the facility bearing the title "The Stephen L. Weir Clerk-Recorder Building".

I hereby certify that this 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: John Gioia (510) 231-8686

ATTESTED: September 8, 2020

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

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

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		John Gioia
		Candace Andersen
AYE:	<input type="text" value="5"/>	Diane Burgis
		Karen Mitchoff
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NO:	<input type="text" value="/"/>	
ABSENT:	<input type="text" value="/"/>	
ABSTAIN:	<input type="text" value="/"/>	
RECUSE:	<input type="text" value="/"/>	



Resolution No. 2020/213

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ATTESTED: September 8, 2020

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

[Handwritten Signature]
By: June McHuen, Deputy

Contact: John Gioia (510) 231-8686

cc:



**Contra
Costa
County**

To: Board of Supervisors
From: David Twa, County Administrator
Date: September 8, 2020
Subject: Update on COVID-19

RECOMMENDATION(S):

CONSIDER update on COVID 19; and PROVIDE direction to staff.

1. Health Department - Anna Roth, Director and Dr. Farnitano, Health Officer
2. Consider the effect of State and Federal actions on the County's eviction protection ordinance.
Mary Ann Mason, Chief Assistant County Counsel

FISCAL IMPACT:

Administrative reports with no specific fiscal impact.

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

Action of Board On: **09/08/2020** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

**VOTE OF
SUPERVISORS**

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

ATTESTED: September 8, 2020

, County Administrator and Clerk of the Board of Supervisors

Contact: David Twa

By: , Deputy

cc:

BACKGROUND:

The Health Services Department has established a website dedicated to COVID-19, including daily updates. The site is located at: <https://www.coronavirus.cchealth.org/>

CLERK'S ADDENDUM

Summary of staff reports on Covid-19 and eviction moratorium attached.

ACCEPTED update reports and DIRECTED County Counsel to return to the Board on September 22, 2020 with a draft urgency ordinance to align County ordinance provisions with the new State and Federal actions and to address the extension of protections under the discretion of the County, countywide.

AGENDA ATTACHMENTS

CSAC Summary of California Tenant Relief Act

Covid 19 Tenant Relief Act

CDC Order on Evictions

MINUTES ATTACHMENTS

Report on Covid-19

Report on Eviction Moratorium

Tenant, Homeowner, and Small Landlord Relief and Stabilization Act of 2020

- **No COVID-19-Related Evictions Until February 1, 2021**
 - Tenant cannot be evicted for a COVID-19 related hardship that accrued between March 4 – August 31, 2020 if tenant returns declaration of hardship under penalty of perjury.
 - Tenant cannot be evicted for a COVID-19 related hardship that accrues between September 1, 2020 – January 31, 2021 if tenant returns declaration of hardship under penalty of perjury and pays at least 25% of the rent due.
 - Higher income tenants (over \$100K household income or over 130% of median household income, whichever is higher) must provide documentation to support their declaration upon a landlord's request.
 - Applies to all residential tenants (including mobile home tenants), regardless of immigration status.

- **Tenants Still Responsible for Paying Unpaid Amounts to Landlords**
 - So long as the tenant with COVID-19 related hardship follows the bill's procedures, any unpaid rent due between March 4, 2020 – January 31, 2021 is not a ground/basis for eviction, but is still owed to the landlord as a form of consumer debt.
 - Small claims court jurisdiction is temporarily expanded to allow landlords to recover these amounts.
 - Landlords may begin to recover this debt on March 1, 2021. This expanded small-claims court provision sunsets on February 1, 2025.

- **Additional Legal and Financial Protections for Tenants**
 - Extends notice period for nonpayment of rent from 3 to 15 days to provide tenant additional time to respond to landlord's notice to pay rent or quit.
 - Requires landlords to provide hardship declaration forms in a different language if rental agreement was negotiated in a different language.
 - Provides tenants a backstop if they have a good reason for failing to return the hardship declaration within 15 days.
 - Requires landlords to provide tenants a notice detailing their rights under the Act.
 - Limits public disclosure ("masking") of eviction cases involving nonpayment of rent between March 4, 2020 – January 31, 2021.
 - Protects tenants against being evicted for "just cause" if the landlord is shown to be evicting the tenant for COVID-19-related nonpayment of rent.

- **Statewide Consistency and a Pause on Local Measures**
 - Existing local ordinances can remain in place until they expire and future local action cannot undermine this Act's framework.
 - Requires ordinances that provide a repayment schedule to begin repayment no later than March 1, 2021.
 - Clarifies that nothing in the Act affects a local jurisdiction's ability to adopt an ordinance that requires just cause, consistent with state law, provided it does not affect rental payments before January 31, 2021.

- **Protections for Small Landlords**
 - Extends the Homeowners' Bill of Rights' anti-foreclosure protections to small landlords, 1-4 units, non-owner occupied.

Tenant, Homeowner, and Small Landlord Relief and Stabilization Act of 2020

- Provides new accountability and transparency provisions to protect small landlord borrowers who request CARES-compliant forbearance, and provides the borrower who is harmed by a material violation with a cause of action.
- **Significantly Increases Penalties on Landlords Who Do Not Follow Court Evictions Process**
 - Increases penalties on landlords who resort to self-help (i.e., locking the tenant out, throwing property out onto the curb, shutting off utilities) to evict a tenant, rather than going through the required court process.


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CODE OF CIVIL PROCEDURE - CCP

PART 3. OF SPECIAL PROCEEDINGS OF A CIVIL NATURE [1063 - 1822.60] (Part 3 enacted 1872.)

TITLE 3. OF SUMMARY PROCEEDINGS [1132 - 1179.07] (Title 3 enacted 1872.)

CHAPTER 5. COVID-19 Tenant Relief Act of 2020 [1179.01 - 1179.07] (Chapter 5 added by Stats. 2020, Ch. 37, Sec. 20.)

1179.01. This chapter is known, and may be cited, as the COVID-19 Tenant Relief Act of 2020.

(Added by Stats. 2020, Ch. 37, Sec. 20. (AB 3088) Effective August 31, 2020. Repealed as of February 1, 2025, pursuant to Section 1179.07.)

1179.01.5. (a) It is the intent of the Legislature that the Judicial Council and the courts have adequate time to prepare to implement the new procedures resulting from this chapter, including educating and training judicial officers and staff.

(b) Notwithstanding any other law, before October 5, 2020, a court shall not do any of the following:

(1) Issue a summons on a complaint for unlawful detainer in any action that seeks possession of residential real property and that is based, in whole or in part, on nonpayment of rent or other charges.

(2) Enter a default or a default judgment for restitution in an unlawful detainer action that seeks possession of residential real property and that is based, in whole or in part, on nonpayment of rent or other charges.

(c) (1) A plaintiff in an unlawful detainer action shall file a cover sheet in the form specified in paragraph (2) that indicates both of the following:

(A) Whether the action seeks possession of residential real property.

(B) If the action seeks possession of residential real property, whether the action is based, in whole or part, on an alleged default in payment of rent or other charges.

(2) The cover sheet specified in paragraph (1) shall be in the following form:

“UNLAWFUL DETAINER SUPPLEMENTAL COVER SHEET

1. This action seeks possession of real property that is:

a. Residential

b. Commercial

2. (Complete only if paragraph 1(a) is checked) This action is based, in whole or in part, on an alleged default in payment of rent or other charges.

a. Yes

b. No

Date: _____

Type Or Print Name Signature Of Party Or Attorney For Party”

(3) The cover sheet required by this subdivision shall be in addition to any civil case cover sheet or other form required by law, the California Rules of Court, or a local court rule.

(4) The Judicial Council may develop a form for mandatory use that includes the information in paragraph (2).

(d) This section does not prevent a court from issuing a summons or entering default in an unlawful detainer action that seeks possession of residential real property and that is not based, in whole or in part, on nonpayment of rent or other charges.

(Added by Stats. 2020, Ch. 37, Sec. 20. (AB 3088) Effective August 31, 2020. Repealed as of February 1, 2025, pursuant to Section 1179.07.)

1179.02. For purposes of this chapter:

- (a) "Covered time period" means the time period between March 1, 2020, and January 31, 2021.
- (b) "COVID-19-related financial distress" means any of the following:
 - (1) Loss of income caused by the COVID-19 pandemic.
 - (2) Increased out-of-pocket expenses directly related to performing essential work during the COVID-19 pandemic.
 - (3) Increased expenses directly related to the health impact of the COVID-19 pandemic.
 - (4) Childcare responsibilities or responsibilities to care for an elderly, disabled, or sick family member directly related to the COVID-19 pandemic that limit a tenant's ability to earn income.
 - (5) Increased costs for childcare or attending to an elderly, disabled, or sick family member directly related to the COVID-19 pandemic.
 - (6) Other circumstances related to the COVID-19 pandemic that have reduced a tenant's income or increased a tenant's expenses.
- (c) "COVID-19 rental debt" means unpaid rent or any other unpaid financial obligation of a tenant under the tenancy that came due during the covered time period.
- (d) "Declaration of COVID-19-related financial distress" means the following written statement:

I am currently unable to pay my rent or other financial obligations under the lease in full because of one or more of the following:

 - 1. Loss of income caused by the COVID-19 pandemic.
 - 2. Increased out-of-pocket expenses directly related to performing essential work during the COVID-19 pandemic.
 - 3. Increased expenses directly related to health impacts of the COVID-19 pandemic.
 - 4. Childcare responsibilities or responsibilities to care for an elderly, disabled, or sick family member directly related to the COVID-19 pandemic that limit my ability to earn income.
 - 5. Increased costs for childcare or attending to an elderly, disabled, or sick family member directly related to the COVID-19 pandemic.
 - 6. Other circumstances related to the COVID-19 pandemic that have reduced my income or increased my expenses.

Any public assistance, including unemployment insurance, pandemic unemployment assistance, state disability insurance (SDI), or paid family leave, that I have received since the start of the COVID-19 pandemic does not fully make up for my loss of income and/or increased expenses.

Signed under penalty of perjury:

Dated:
- (e) "Landlord" includes all of the following or the agent of any of the following:
 - (1) An owner of residential real property.
 - (2) An owner of a residential rental unit.
 - (3) An owner of a mobilehome park.
 - (4) An owner of a mobilehome park space or lot.
- (f) "Protected time period" means the time period between March 1, 2020, and August 31, 2020.
- (g) "Rental payment" means rent or any other financial obligation of a tenant under the tenancy.
- (h) "Tenant" means any natural person who hires real property except any of the following:
 - (1) Tenants of commercial property, as defined in subdivision (c) of Section 1162 of the Civil Code.
 - (2) Those persons whose occupancy is described in subdivision (b) of Section 1940 of the Civil Code.
- (i) "Transition time period" means the time period between September 1, 2020, and January 31, 2021.

(Added by Stats. 2020, Ch. 37, Sec. 20. (AB 3088) Effective August 31, 2020. Repealed as of February 1, 2025, pursuant to Section 1179.07.)

1179.02.5. (a) For purposes of this section:

(1) (A) "High-income tenant" means a tenant with an annual household income of 130 percent of the median income, as published by the Department of Housing and Community Development in the Official State Income Limits for 2020, for the county in which the residential rental property is located.

(B) For purposes of this paragraph, all lawful occupants of the residential rental unit, including minor children, shall be considered in determining household size.

(C) "High-income tenant" shall not include a tenant with a household income of less than one hundred thousand dollars (\$100,000).

(2) "Proof of income" means any of the following:

(A) A tax return.

(B) A W-2.

(C) A written statement from a tenant's employer that specifies the tenant's income.

(D) Pay stubs.

(E) Documentation showing regular distributions from a trust, annuity, 401k, pension, or other financial instrument.

(F) Documentation of court-ordered payments, including, but not limited to, spousal support or child support.

(G) Documentation from a government agency showing receipt of public assistance benefits, including, but not limited to, social security, unemployment insurance, disability insurance, or paid family leave.

(H) A written statement signed by the tenant that states the tenant's income, including, but not limited to, a rental application.

(b) (1) This section shall apply only if the landlord has proof of income in the landlord's possession before the service of the notice showing that the tenant is a high-income tenant.

(2) This section does not do any of the following:

(A) Authorize a landlord to demand proof of income from the tenant.

(B) Require the tenant to provide proof of income for the purposes of determining whether the tenant is a high-income tenant.

(C) (i) Entitle a landlord to obtain, or authorize a landlord to attempt to obtain, confidential financial records from a tenant's employer, a government agency, financial institution, or any other source.

(ii) Confidential information described in clause (i) shall not constitute valid proof of income unless it was lawfully obtained by the landlord with the tenant's consent during the tenant screening process.

(3) Paragraph (2) does not alter a party's rights under Title 4 (commencing with Section 2016.010), Chapter 4 (commencing with Section 708.010) of Title 9, or any other law.

(c) A landlord may require a high-income tenant that is served a notice pursuant to subdivision (b) or (c) of Section 1179.03 to submit, in addition to and together with a declaration of COVID-19-related financial distress, documentation supporting the claim that the tenant has suffered COVID-19-related financial distress. Any form of objectively verifiable documentation that demonstrates the COVID-19-related financial distress the tenant has experienced is sufficient to satisfy the requirements of this subdivision, including the proof of income, as defined in subparagraphs (A) to (G), inclusive, of paragraph (2) of subdivision (a), a letter from an employer, or an unemployment insurance record.

(d) A high-income tenant is required to comply with the requirements of subdivision (c) only if the landlord has included the following language on the notice served pursuant to subdivision (b) or (c) of Section 1179.03 in at least 12-point font:

"Proof of income on file with your landlord indicates that your household makes at least 130 percent of the median income for the county where the rental property is located, as published by the Department of Housing and Community Development in the Official State Income Limits for 2020. As a result, if you claim that you are unable to pay the amount demanded by this notice because you have suffered COVID-19-related financial distress, you are required to submit to your landlord documentation supporting your claim together with the completed declaration of COVID-19-related financial distress provided with this notice. If you fail to submit this documentation together with your declaration of COVID-19-related financial distress, and you do not either pay the amount demanded in this notice or deliver possession of the premises back to your landlord as required by this notice, you will not be covered by the eviction protections enacted by the California Legislature as a result of the COVID-19 pandemic, and your landlord can begin eviction proceedings against you as soon as this 15-day notice expires."

(e) A high-income tenant that fails to comply with subdivision (c) shall not be subject to the protections of subdivision (g) of Section 1179.03.

(f) (1) A landlord shall be required to plead compliance with this section in any unlawful detainer action based upon a notice that alleges that the tenant is a high-income tenant. If that allegation is contested, the landlord shall be required to submit to the court the proof of income upon which the landlord relied at the trial or other hearing, and the tenant shall be entitled to submit rebuttal evidence.

(2) If the court in an unlawful detainer action based upon a notice that alleges that the tenant is a high-income tenant determines that at the time the notice was served the landlord did not have proof of income establishing that the tenant is a high-income tenant, the court shall award attorney's fees to the prevailing tenant.

(Added by Stats. 2020, Ch. 37, Sec. 20. (AB 3088) Effective August 31, 2020. Repealed as of February 1, 2025, pursuant to Section 1179.07.)

1179.03. (a) (1) Any notice that demands payment of COVID-19 rental debt served pursuant to subdivision (e) of Section 798.56 of the Civil Code or paragraph (2) or (3) of Section 1161 shall be modified as required by this section. A notice which does not meet the requirements of this section, regardless of when the notice was issued, shall not be sufficient to establish a cause of action for unlawful detainer or a basis for default judgment.

(2) Any case based solely on a notice that demands payment of COVID-19 rental debt served pursuant to subdivision (e) of Section 798.56 of the Civil Code or paragraph (2) or (3) of Section 1161 may be dismissed if the notice does not meet the requirements of this section, regardless of when the notice was issued.

(3) Notwithstanding paragraphs (1) and (2), this section shall have no effect if the landlord lawfully regained possession of the property or obtained a judgment for possession of the property before the operative date of this section.

(b) If the notice demands payment of rent that came due during the protected time period, as defined in Section 1179.02, the notice shall comply with all of the following:

(1) The time period in which the tenant may pay the amount due or deliver possession of the property shall be no shorter than 15 days, excluding Saturdays, Sundays, and other judicial holidays.

(2) The notice shall set forth the amount of rent demanded and the date each amount became due.

(3) The notice shall advise the tenant that the tenant cannot be evicted for failure to comply with the notice if the tenant delivers a signed declaration of COVID-19-related financial distress to the landlord on or before the date that the notice to pay rent or quit or notice to perform covenants or quit expires, by any of the methods specified in subdivision (f).

(4) The notice shall include the following text in at least 12-point font:

"NOTICE FROM THE STATE OF CALIFORNIA: If you are unable to pay the amount demanded in this notice, and have decreased income or increased expenses due to COVID-19, your landlord will not be able to evict you for this missed payment if you sign and deliver the declaration form included with your notice to your landlord within 15 days, excluding Saturdays, Sundays, and other judicial holidays, but you will still owe this money to your landlord. If you do not sign and deliver the declaration within this time period, you may lose the eviction protections available to you. You must return this form to be protected. You should keep a copy or picture of the signed form for your records.

You will still owe this money to your landlord and can be sued for the money, but you cannot be evicted from your home if you comply with these requirements. You should keep careful track of what you have paid and any amount you still owe to protect your rights and avoid future disputes. Failure to respond to this notice may result in an unlawful detainer action (eviction) being filed against you.

For information about legal resources that may be available to you, visit lawhelpca.org."

(c) If the notice demands payment of rent that came due during the transition time period, as defined in Section 1179.02, the notice shall comply with all of the following:

(1) The time period in which the tenant may pay the amount due or deliver possession of the property shall be no shorter than 15 days, excluding Saturdays, Sundays, and other judicial holidays.

(2) The notice shall set forth the amount of rent demanded and the date each amount became due.

(3) The notice shall advise the tenant that the tenant will not be evicted for failure to comply with the notice, except as allowed by this chapter, if the tenant delivers a signed declaration of COVID-19-related financial distress to the landlord on or before the date the notice to pay rent or quit or notice to perform covenants or quit expires, by any of the methods specified in subdivision (f).

(4) The notice shall include the following text in at least 12-point font:

"NOTICE FROM THE STATE OF CALIFORNIA: If you are unable to pay the amount demanded in this notice, and have decreased income or increased expenses due to COVID-19, you may sign and deliver the declaration form included with your notice to your landlord within 15 days, excluding Saturdays, Sundays, and other judicial holidays, and

your landlord will not be able to evict you for this missed payment so long as you make the minimum payment (see below). You will still owe this money to your landlord. You should keep a copy or picture of the signed form for your records.

If you provide the declaration form to your landlord as described above AND, on or before January 31, 2021, you pay an amount that equals at least 25 percent of each rental payment that came due or will come due during the period between September 1, 2020, and January 31, 2021, that you were unable to pay as a result of decreased income or increased expenses due to COVID-19, your landlord cannot evict you. Your landlord may require you to submit a new declaration form for each rental payment that you do not pay that comes due between September 1, 2020, and January 31, 2021.

For example, if you provided a declaration form to your landlord regarding your decreased income or increased expenses due to COVID-19 that prevented you from making your rental payment in September and October of 2020, your landlord could not evict you if, on or before January 31, 2021, you made a payment equal to 25 percent of September's and October's rental payment (i.e., half a month's rent). If you were unable to pay any of the rental payments that came due between September 1, 2020, and January 31, 2021, and you provided your landlord with the declarations in response to each 15-day notice your landlord sent to you during that time period, your landlord could not evict you if, on or before January 31, 2021, you paid your landlord an amount equal to 25 percent of all the rental payments due from September through January (i.e., one and a quarter month's rent).

You will still owe the full amount of the rent to your landlord, but you cannot be evicted from your home if you comply with these requirements. You should keep careful track of what you have paid and any amount you still owe to protect your rights and avoid future disputes. Failure to respond to this notice may result in an unlawful detainer action (eviction) being filed against you.

For information about legal resources that may be available to you, visit lawhelpca.org."

(d) An unsigned copy of a declaration of COVID-19-related financial distress shall accompany each notice delivered to a tenant to which subdivision (b) or (c) is applicable. If the landlord was required, pursuant to Section 1632 of the Civil Code, to provide a translation of the rental contract or agreement in the language in which the contract or agreement was negotiated, the landlord shall also provide the unsigned copy of a declaration of COVID-19-related financial distress to the tenant in the language in which the contract or agreement was negotiated. The Department of Real Estate shall make available an official translation of the text required by paragraph (4) of subdivision (b) and paragraph (4) of subdivision (c) in the languages specified in Section 1632 of the Civil Code by no later than September 15, 2020.

(e) If a tenant owes a COVID-19 rental debt to which both subdivisions (b) and (c) apply, the landlord shall serve two separate notices that comply with subdivisions (b) and (c), respectively.

(f) A tenant may deliver the declaration of COVID-19-related financial distress to the landlord by any of the following methods:

(1) In person, if the landlord indicates in the notice an address at which the declaration may be delivered in person.

(2) By electronic transmission, if the landlord indicates an email address in the notice to which the declaration may be delivered.

(3) Through United States mail to the address indicated by the landlord in the notice. If the landlord does not provide an address pursuant to subparagraph (1), then it shall be conclusively presumed that upon the mailing of the declaration by the tenant to the address provided by the landlord, the declaration is deemed received by the landlord on the date posted, if the tenant can show proof of mailing to the address provided by the landlord.

(4) Through any of the same methods that the tenant can use to deliver the payment pursuant to the notice if delivery of the declaration by that method is possible.

(g) Except as provided in Section 1179.02.5, the following shall apply to a tenant who, within 15 days of service of the notice specified in subdivision (b) or (c), excluding Saturdays, Sundays, and other judicial holidays, demanding payment of COVID-19 rental debt delivers a declaration of COVID-19-related financial distress to the landlord by any of the methods provided in subdivision (f):

(1) With respect to a notice served pursuant to subdivision (b), the tenant shall not then or thereafter be deemed to be in default with regard to that COVID-19 rental debt for purposes of subdivision (e) of Section 798.56 of the Civil Code or paragraphs (2) and (3) of Section 1161.

(2) With respect to a notice served pursuant to subdivision (c), the following shall apply:

(A) Except as provided by subparagraph (B), the landlord may not initiate an unlawful detainer action before February 1, 2021.

(B) A tenant shall not be guilty of unlawful detainer, now or in the future, based upon nonpayment of COVID-19 rental debt that came due during the transition period if, on or before January 31, 2021, the tenant tenders one or more payments that, when taken together, are of an amount equal to or not less than 25 percent of each transition

period rental payment demanded in one or more notices served pursuant to subsection (c) and for which the tenant complied with this subdivision by timely delivering a declaration of COVID-19-related financial distress to the landlord.

(h) (1) (A) Within the time prescribed in Section 1167, a tenant shall be permitted to file a signed declaration of COVID-19-related financial distress with the court.

(B) If the tenant files a signed declaration of COVID-19-related financial distress with the court pursuant to this subdivision, the court shall dismiss the case, pursuant to paragraph (2), if the court finds, after a noticed hearing on the matter, that the tenant's failure to return a declaration of COVID-19-related financial distress within the time required by subdivision (g) was the result of mistake, inadvertence, surprise, or excusable neglect, as those terms have been interpreted under subdivision (b) of Section 473.

(C) The noticed hearing required by this paragraph shall be held with not less than five days' notice and not more than 10 days' notice, to be given by the court, and may be held separately or in conjunction with any regularly noticed hearing in the case, other than a trial.

(2) If the court dismisses the case pursuant to paragraph (1), that dismissal shall be without prejudice as follows:

(A) If the case was based in whole or in part upon a notice served pursuant to subdivision (b), the court shall dismiss any cause of action based on the notice served pursuant to subdivision (b).

(B) Before February 1, 2021, if the case is based in whole or in part on a notice served pursuant to subdivision (c), the court shall dismiss any cause of action based on the notice served pursuant to subdivision (c).

(C) On or after February 1, 2021, if the case is based in whole or in part on a notice served pursuant to subdivision (c), the court shall dismiss any cause of action based upon the notice served pursuant to subdivision (c) if the tenant, within five days of the court's order to do so, makes the payment required by subparagraph (B) of paragraph (1) of subdivision (g), provided that if the fifth day falls on a Saturday, Sunday, or judicial holiday the last day to pay shall be extended to the next court day.

(3) If the court dismisses the case pursuant to this subdivision, the tenant shall not be considered the prevailing party for purposes of Section 1032, any attorney's fee provision appearing in contract or statute, or any other law.

(i) Notwithstanding any other law, a notice which is served pursuant to subdivision (b) or (c) that complies with the requirements of this chapter and subdivision (e) of Section 798.56 of the Civil Code or paragraphs (2) and (3) of Section 1161, as applicable, need not include specific language required by any ordinance, resolution, regulation, or administrative action adopted by a city, county, or city and county.

(Added by Stats. 2020, Ch. 37, Sec. 20. (AB 3088) Effective August 31, 2020. Repealed as of February 1, 2025, pursuant to Section 1179.07.)

1179.03.5. (a) Before February 1, 2021, a court may not find a tenant guilty of an unlawful detainer unless it finds that one of the following applies:

(1) The tenant was guilty of the unlawful detainer before March 1, 2020.

(2) In response to service of a notice demanding payment of COVID-19 rental debt pursuant to subdivision (e) of Section 798.56 of the Civil Code or paragraph (2) or (3) of Section 1161, the tenant failed to comply with the requirements of Section 1179.03.

(3) (A) The unlawful detainer arises because of a termination of tenancy for any of the following:

(i) An at-fault just cause, as defined in paragraph (1) of subdivision (b) of Section 1946.2 of the Civil Code.

(ii) (I) A no-fault just cause, as defined in paragraph (2) of subdivision (b) of Section 1946.2 of the Civil Code, other than intent to demolish or to substantially remodel the residential real property, as defined in subparagraph (D) of paragraph (2) of subdivision (b) of Section 1946.2.

(II) Notwithstanding subclause (I), termination of a tenancy based on intent to demolish or to substantially remodel the residential real property shall be permitted if necessary to maintain compliance with the requirements of Section 1941.1 of the Civil Code, Section 17920.3 or 17920.10 of the Health and Safety Code, or any other applicable law governing the habitability of residential rental units.

(iii) The owner of the property has entered into a contract for the sale of that property with a buyer who intends to occupy the property, and all the requirements of paragraph (8) of subdivision (e) of Section 1946.2 of the Civil Code have been satisfied.

(B) In an action under this paragraph, other than an action to which paragraph (2) also applies, the landlord shall be precluded from recovering COVID-19 rental debt in connection with any award of damages.

(b) (1) This section does not require a landlord to assist the tenant to relocate through the payment of relocation costs if the landlord would not otherwise be required to do so pursuant to Section 1946.2 of the Civil Code or any other law.

(2) A landlord who is required to assist the tenant to relocate pursuant to Section 1946.2 of the Civil Code or any other law, may offset the tenant's COVID-19 rental debt against their obligation to assist the tenant to relocate.

(Added by Stats. 2020, Ch. 37, Sec. 20. (AB 3088) Effective August 31, 2020. Repealed as of February 1, 2025, pursuant to Section 1179.07.)

1179.04. (a) On or before September 30, 2020, a landlord shall provide, in at least 12-point font, the following notice to tenants who, as of September 1, 2020, have not paid one or more rental payments that came due during the protected time period:

"NOTICE FROM THE STATE OF CALIFORNIA: The California Legislature has enacted the COVID-19 Tenant Relief Act of 2020 which protects renters who have experienced COVID-19-related financial distress from being evicted for failing to make rental payments due between March 1, 2020, and January 31, 2021.

"COVID-19-related financial distress" means any of the following:

1. Loss of income caused by the COVID-19 pandemic.
2. Increased out-of-pocket expenses directly related to performing essential work during the COVID-19 pandemic.
3. Increased expenses directly related to the health impact of the COVID-19 pandemic.
4. Childcare responsibilities or responsibilities to care for an elderly, disabled, or sick family member directly related to the COVID-19 pandemic that limit your ability to earn income.
5. Increased costs for childcare or attending to an elderly, disabled, or sick family member directly related to the COVID-19 pandemic.
6. Other circumstances related to the COVID-19 pandemic that have reduced your income or increased your expenses.

This law gives you the following protections:

1. If you failed to make rental payments due between March 1, 2020, and August 31, 2020, because you had decreased income or increased expenses due to the COVID-19 pandemic, as described above, you cannot be evicted based on this nonpayment.
2. If you are unable to pay rental payments that come due between September 1, 2020, and January 31, 2021, because of decreased income or increased expenses due to the COVID-19 pandemic, as described above, you cannot be evicted if you pay 25 percent of the rental payments missed during that time period on or before January 31, 2021.

You must provide, to your landlord, a declaration under penalty of perjury of your COVID-19-related financial distress attesting to the decreased income or increased expenses due to the COVID-19 pandemic to be protected by the eviction limitations described above. Before your landlord can seek to evict you for failing to make a payment that came due between March 1, 2020, and January 31, 2021, your landlord will be required to give you a 15-day notice that informs you of the amounts owed and includes a blank declaration form you can use to comply with this requirement.

If your landlord has proof of income on file which indicates that your household makes at least 130 percent of the median income for the county where the rental property is located, as published by the Department of Housing and Community Development in the Official State Income Limits for 2020, your landlord may also require you to provide documentation which shows that you have experienced a decrease in income or increase in expenses due to the COVID-19 pandemic. Your landlord must tell you in the 15-day notice whether your landlord is requiring that documentation. Any form of objectively verifiable documentation that demonstrates the financial impact you have experienced is sufficient, including a letter from your employer, an unemployment insurance record, or medical bills, and may be provided to satisfy the documentation requirement.

It is very important you do not ignore a 15-day notice to pay rent or quit or a notice to perform covenants or quit from your landlord. If you are served with a 15-day notice and do not provide the declaration form to your landlord before the 15-day notice expires, you could be evicted. You could also be evicted beginning February 1, 2021, if you owe rental payments due between September 1, 2020, and January 31, 2021, and you do not pay an amount equal to at least 25 percent of the payments missed for that time period.

For information about legal resources that may be available to you, visit lawhelpca.org."

(b) The landlord may provide the notice required by subdivision (a) in the manner prescribed by Section 1162 or by mail.

(c) (1) A landlord may not serve a notice pursuant to subdivision (b) or (c) of Section 1179.03 before the landlord has provided the notice required by subdivision (a).

(2) The notice required by subdivision (a) may be provided to a tenant concurrently with a notice pursuant to subdivision (b) or (c) of Section 1179.03 that is served on or before September 30, 2020.

(Added by Stats. 2020, Ch. 37, Sec. 20. (AB 3088) Effective August 31, 2020. Repealed as of February 1, 2025, pursuant to Section 1179.07.)

1179.05. (a) Any ordinance, resolution, regulation, or administrative action adopted by a city, county, or city and county in response to the COVID-19 pandemic to protect tenants from eviction is subject to all of the following:

(1) Any extension, expansion, renewal, reenactment, or new adoption of a measure, however delineated, that occurs between August 19, 2020, and January 31, 2021, shall have no effect before February 1, 2021.

(2) Any provision which allows a tenant a specified period of time in which to repay COVID-19 rental debt shall be subject to all of the following:

(A) If the provision in effect on August 19, 2020, required the repayment period to commence on a specific date on or before March 1, 2021, any extension of that date made after August 19, 2020, shall have no effect.

(B) If the provision in effect on August 19, 2020, required the repayment period to commence on a specific date after March 1, 2021, or conditioned commencement of the repayment period on the termination of a proclamation of state of emergency or local emergency, the repayment period is deemed to begin on March 1, 2021.

(C) The specified period of time during which a tenant is permitted to repay COVID-19 rental debt may not extend beyond the period that was in effect on August 19, 2020. In addition, a provision may not permit a tenant a period of time that extends beyond March 31, 2022, to repay COVID-19 rental debt.

(b) This section does not alter a city, county, or city and county's authority to extend, expand, renew, reenact, or newly adopt an ordinance that requires just cause for termination of a residential tenancy or amend existing ordinances that require just cause for termination of a residential tenancy, consistent with subdivision (g) of Section 1946.2, provided that a provision enacted or amended after August 19, 2020, shall not apply to rental payments that came due between March 1, 2020, and January 31, 2021.

(c) The one-year limitation provided in subdivision (2) of Section 1161 is tolled during any time period that a landlord is or was prohibited by any ordinance, resolution, regulation, or administrative action adopted by a city, county, or city and county in response to the COVID-19 pandemic to protect tenants from eviction based on nonpayment of rental payments from serving a notice that demands payment of COVID-19 rental debt pursuant to subdivision (e) of Section 798.56 of the Civil Code or paragraph (2) of Section 1161.

(d) It is the intent of the Legislature that this section be applied retroactively to August 19, 2020.

(e) The Legislature finds and declares that this section addresses a matter of statewide concern rather than a municipal affair as that term is used in Section 5 of Article XI of the California Constitution. Therefore, this section applies to all cities, including charter cities.

(f) It is the intent of the Legislature that the purpose of this section is to protect individuals negatively impacted by the COVID-19 pandemic, and that this section does not provide the Legislature's understanding of the legal validity on any specific ordinance, resolution, regulation, or administrative action adopted by a city, county, or city and county in response to the COVID-19 pandemic to protect tenants from eviction.

(Added by Stats. 2020, Ch. 37, Sec. 20. (AB 3088) Effective August 31, 2020. Repealed as of February 1, 2025, pursuant to Section 1179.07.)

1179.06. Any provision of a stipulation, settlement agreement, or other agreement entered into on or after the effective date of this chapter, including a lease agreement, that purports to waive the provisions of this chapter is prohibited and is void as contrary to public policy.

(Added by Stats. 2020, Ch. 37, Sec. 20. (AB 3088) Effective August 31, 2020. Repealed as of February 1, 2025, pursuant to Section 1179.07.)

1179.07. This chapter shall remain in effect until February 1, 2025, and as of that date is repealed.

(Added by Stats. 2020, Ch. 37, Sec. 20. (AB 3088) Effective August 31, 2020. Repealed as of February 1, 2025, by its own provisions. Note: Repeal affects Chapter 5 commencing with Section 1179.01.)



BILLING CODE: 4163-18-P

DEPARTMENT OF HEALTH AND HUMAN SERVICES

Centers for Disease Control and Prevention

Temporary Halt in Residential Evictions to Prevent the Further Spread of COVID-19

AGENCY: Centers for Disease Control and Prevention (CDC), Department of Health and Human Services (HHS).

ACTION: Agency Order.

SUMMARY: The Centers for Disease Control and Prevention (CDC), located within the Department of Health and Human Services (HHS) announces the issuance of an Order under Section 361 of the Public Health Service Act to temporarily halt residential evictions to prevent the further spread of COVID-19.

DATES: This Order is effective [INSERT DATE OF PUBLICATION IN THE FEDERAL REGISTER] through December 31, 2020.

FOR FURTHER INFORMATION CONTACT: Nina Witkofsky, Acting Chief of Staff, Centers for Disease Control and Prevention,

1600 Clifton Road, N.E., MS H21-10, Atlanta, GA 30329;
Telephone: 404-639-7000; Email: cdcregulations@cdc.gov.

SUPPLEMENTARY INFORMATION:

Background

There is currently a pandemic of a respiratory disease (“COVID-19”) caused by a novel coronavirus (SARS-COV-2) that has now spread globally, including cases reported in all fifty states within the United States plus the District of Columbia and U.S. territories (excepting American Samoa). As of August 24, 2020, there were over 23,000,000 cases of COVID-19 globally resulting in over 800,000 deaths; over 5,500,000 cases have been identified in the United States, with new cases being reported daily and over 174,000 deaths due to the disease.

The virus that causes COVID-19 spreads very easily and sustainably between people who are in close contact with one another (within about 6 feet), mainly through respiratory droplets produced when an infected person coughs, sneezes, or talks. Some people without symptoms may be able to spread the virus. Among adults, the risk for severe illness from COVID-19 increases with age, with older adults at highest risk. Severe illness means that persons with COVID-19 may require hospitalization, intensive care,

or a ventilator to help them breathe, and may be fatal. People of any age with certain underlying medical conditions, such as cancer, an immunocompromised state, obesity, serious heart conditions, and diabetes, are at increased risk for severe illness from COVID-19.¹

COVID-19 presents a historic threat to public health. According to one recent study, the mortality associated with COVID-19 during the early phase of the outbreak in New York City was comparable to the peak mortality observed during the 1918 H1N1 influenza pandemic.² During the 1918 H1N1 influenza pandemic, there were approximately 50 million influenza-related deaths worldwide, including 675,000 in the United States. To respond to this public health threat, the Federal, State, and local governments have taken unprecedented or exceedingly rare actions, including border closures, restrictions on travel, stay-at-home orders, mask requirements, and eviction moratoria. Despite these best efforts, COVID-19 continues to spread and further action is needed.

¹ CDC, People with Certain Medical Conditions, <https://www.cdc.gov/coronavirus/2019-ncov/need-extra-precautions/people-with-medical-conditions.html> (accessed August 26, 2020).

² Faust JS, Lin Z, del Rio C. Comparison of Estimated Excess Deaths in New York City During the COVID-19 and 1918 Influenza Pandemics. *JAMA New Open*. 2020;3(8):e2017527. doi:10.1001/jamanetworkopen.2020.17527.

In the context of a pandemic, eviction moratoria—like quarantine, isolation, and social distancing—can be an effective public health measure utilized to prevent the spread of communicable disease. Eviction moratoria facilitate self-isolation by people who become ill or who are at risk for severe illness from COVID-19 due to an underlying medical condition. They also allow State and local authorities to more easily implement stay-at-home and social distancing directives to mitigate the community spread of COVID-19. Furthermore, housing stability helps protect public health because homelessness increases the likelihood of individuals moving into congregate settings, such as homeless shelters, which then puts individuals at higher risk to COVID-19. The ability of these settings to adhere to best practices, such as social distancing and other infection control measures, decreases as populations increase. Unsheltered homelessness also increases the risk that individuals will experience severe illness from COVID-19.

Applicability

Under this Order, a landlord, owner of a residential property, or other person³ with a legal right to pursue eviction or possessory action, shall not evict any covered person from any residential property in any jurisdiction to which this Order applies during the effective period of the Order. This Order does not apply in any State, local, territorial, or tribal area with a moratorium on residential evictions that provides the same or greater level of public-health protection than the requirements listed in this Order. Nor does this order apply to American Samoa, which has reported no cases of COVID-19, until such time as cases are reported.

In accordance with 42 U.S.C. 264(e), this Order does not preclude State, local, territorial, and tribal authorities from imposing additional requirements that provide greater public-health protection and are more restrictive than the requirements in this Order.

This Order is a temporary eviction moratorium to prevent the further spread of COVID-19. This Order does not relieve any individual of any obligation to pay rent, make

³ For purposes of this Order, "person" includes corporations, companies, associations, firms, partnerships, societies, and joint stock companies, as well as individuals.

a housing payment, or comply with any other obligation that the individual may have under a tenancy, lease, or similar contract. Nothing in this Order precludes the charging or collecting of fees, penalties, or interest as a result of the failure to pay rent or other housing payment on a timely basis, under the terms of any applicable contract.

Renter's or Homeowner's Declaration

Attachment A is a Declaration form that tenants, lessees, or residents of residential properties who are covered by the CDC's order temporarily halting residential evictions to prevent the further spread of COVID-19 may use. To invoke the CDC's order these persons must provide an executed copy of the Declaration form (or a similar declaration under penalty of perjury) to their landlord, owner of the residential property where they live, or other person who has a right to have them evicted or removed from where they live. Each adult listed on the lease, rental agreement, or housing contract should likewise complete and provide a declaration. Unless the CDC order is extended, changed, or ended, the order prevents these persons from being evicted or removed from where they are living through December 31, 2020. These persons are still required to pay rent and follow all the other terms of their lease and

rules of the place where they live. These persons may also still be evicted for reasons other than not paying rent or making a housing payment. Executed declarations should not be returned to the Federal Government.

CENTERS FOR DISEASE CONTROL AND PREVENTION

DEPARTMENT OF HEALTH AND HUMAN SERVICES

ORDER UNDER SECTION 361

OF THE PUBLIC HEALTH SERVICE ACT (42 U.S.C. 264)

AND 42 CFR 70.2

TEMPORARY HALT IN RESIDENTIAL EVICTIONS TO

PREVENT THE FURTHER SPREAD OF COVID-19

SUMMARY:

Notice and Order; and subject to the limitations under "Applicability": Under 42 CFR 70.2, a landlord, owner of a residential property, or other person⁴ with a legal right to pursue eviction or possessory action, shall not evict any covered person from any residential property in any

⁴ For purposes of this Order, "person" includes corporations, companies, associations, firms, partnerships, societies, and joint stock companies, as well as individuals.

jurisdiction to which this Order applies during the effective period of the Order.

DEFINITIONS:

“Available government assistance” means any governmental rental or housing payment benefits available to the individual or any household member.

“Available housing” means any available, unoccupied residential property, or other space for occupancy in any seasonal or temporary housing, that would not violate Federal, State, or local occupancy standards and that would not result in an overall increase of housing cost to such individual.

“Covered person”⁵ means any tenant, lessee, or resident of a residential property who provides to their landlord, the

⁵ This definition is based on factors that are known to contribute to evictions and thus increase the need for individuals to move into close quarters in new congregate or shared living arrangements or experience homelessness. Individuals who suffer job loss, have limited financial resources, are low income, or have high out-of-pocket medical expenses are more likely to be evicted for nonpayment of rent than others not experiencing these factors. See Desmond, M., Gershenson, C., *Who gets evicted? Assessing individual, neighborhood, and network factors*, Social Science Research 62 (2017), 366-377, <http://dx.doi.org/10.1016/j.ssresearch.2016.08.017>, (identifying job loss as a possible predictor of eviction because renters who lose their jobs experience not only a sudden loss of income but also the loss of predictable future income). According to one survey, over one quarter (26%) of respondents also identified job loss as the primary cause of homelessness. See 2019 San Francisco Homeless Point-in-Time Count & Survey, page 22, available at: https://hsh.sfgov.org/wp-content/uploads/2020/01/2019HIRDReport_SanFrancisco_FinalDraft-1.pdf.

owner of the residential property, or other person with a legal right to pursue eviction or a possessory action, a declaration under penalty of perjury indicating that:

- 1) The individual has used best efforts to obtain all available government assistance for rent or housing;
- 2) The individual either (i) expects to earn no more than \$99,000 in annual income for Calendar Year 2020 (or no more than \$198,000 if filing a joint tax return),⁶ (ii) was not required to report any income in 2019 to the U.S. Internal Revenue Service, or (iii) received an Economic Impact Payment (stimulus check) pursuant to Section 2201 of the CARES Act;
- 3) the individual is unable to pay the full rent or make a full housing payment due to substantial loss of household income, loss of compensable hours of work or

⁶ According to one study, the national two-bedroom housing wage in 2020 was \$23.96 per hour (approximately, \$49,837 annually), meaning that an hourly wage of \$23.96 was needed to afford a modest two bedroom house without spending more than 30% of one's income on rent. The hourly wage needed in Hawaii (the highest cost U.S. State for rent) was \$38.76 (approximately \$80,621 annually). See National Low-Income Housing Coalition, *Out of Reach: The High Cost of Housing 2020*, available at: <https://reports.nlihc.org/oor>. As further explained herein, because this Order is intended to serve the critical public health goal of preventing evicted individuals from potentially contributing to the interstate spread of COVID-19 through movement into close quarters in new congregate, shared housing settings, or through homelessness, the higher income thresholds listed here have been determined to better serve this goal.

wages, a lay-off, or extraordinary⁷ out-of-pocket medical expenses;

- 4) the individual is using best efforts to make timely partial payments that are as close to the full payment as the individual's circumstances may permit, taking into account other nondiscretionary expenses; and
- 5) eviction would likely render the individual homeless— or force the individual to move into and live in close quarters in a new congregate or shared living setting— because the individual has no other available housing options.

“Evict” and “Eviction” means any action by a landlord, owner of a residential property, or other person with a legal right to pursue eviction or a possessory action, to remove or cause the removal of a covered person from a residential property. This does not include foreclosure on a home mortgage.

“Residential property” means any property leased for residential purposes, including any house, building, mobile home or land in a mobile home park, or similar dwelling

⁷ An extraordinary medical expense is any unreimbursed medical expense likely to exceed 7.5% of one's adjusted gross income for the year.

leased for residential purposes, but shall not include any hotel, motel, or other guest house rented to a temporary guest or seasonal tenant as defined under the laws of the State, territorial, tribal, or local jurisdiction.

"State" shall have the same definition as under 42 CFR 70.1, meaning "any of the 50 states, plus the District of Columbia."

"U.S. territory" shall have the same definition as under 42 CFR 70.1, meaning "any territory (also known as possessions) of the United States, including American Samoa, Guam, the Northern Mariana Islands, the Commonwealth of Puerto Rico, and the U.S. Virgin Islands."

STATEMENT OF INTENT:

This Order shall be interpreted and implemented in a manner as to achieve the following objectives:

- mitigating the spread of COVID-19 within congregate or shared living settings, or through unsheltered homelessness;

- mitigating the further spread of COVID-19 from one U.S. State or U.S. territory into any other U.S. State or U.S. territory; and
- supporting response efforts to COVID-19 at the Federal, State, local, territorial, and tribal levels.

BACKGROUND:

There is currently a pandemic of a respiratory disease ("COVID-19") caused by a novel coronavirus (SARS-COV-2) that has now spread globally, including cases reported in all fifty states within the United States plus the District of Columbia and U.S. territories (excepting American Samoa). As of August 24, 2020, there were over 23,000,000 cases of COVID-19 globally resulting in over 800,000 deaths; over 5,500,000 cases have been identified in the United States, with new cases being reported daily and over 174,000 deaths due to the disease.

The virus that causes COVID-19 spreads very easily and sustainably between people who are in close contact with one another (within about 6 feet), mainly through respiratory droplets produced when an infected person coughs, sneezes, or talks. Some people without symptoms may

be able to spread the virus. Among adults, the risk for severe illness from COVID-19 increases with age, with older adults at highest risk. Severe illness means that persons with COVID-19 may require hospitalization, intensive care, or a ventilator to help them breathe, and may be fatal. People of any age with certain underlying medical conditions, such as cancer, an immunocompromised state, obesity, serious heart conditions, and diabetes, are at increased risk for severe illness from COVID-19.⁸

COVID-19 presents a historic threat to public health. According to one recent study, the mortality associated with COVID-19 during the early phase of the outbreak in New York City was comparable to the peak mortality observed during the 1918 H1N1 influenza pandemic.⁹ During the 1918 H1N1 influenza pandemic, there were approximately 50 million influenza-related deaths worldwide, including 675,000 in the United States. To respond to this public health threat, the Federal, State, and local governments have taken unprecedented or exceedingly rare actions,

⁸ CDC, People with Certain Medical Conditions, <https://www.cdc.gov/coronavirus/2019-ncov/need-extra-precautions/people-with-medical-conditions.html> (accessed August 26, 2020).

⁹ Faust JS, Lin Z, del Rio C. Comparison of Estimated Excess Deaths in New York City During the COVID-19 and 1918 Influenza Pandemics. *JAMA New Open*. 2020;3(8):e2017527. doi:10.1001/jamanetworkopen.2020.17527.

including border closures, restrictions on travel, stay-at-home orders, mask requirements, and eviction moratoria. Despite these significant efforts, COVID-19 continues to spread and further action is needed.

In the context of a pandemic, eviction moratoria—like quarantine, isolation, and social distancing—can be an effective public health measure utilized to prevent the spread of communicable disease. Eviction moratoria facilitate self-isolation by people who become ill or who are at risk for severe illness from COVID-19 due to an underlying medical condition. They also allow State and local authorities to more easily implement stay-at-home and social distancing directives to mitigate the community spread of COVID-19. Furthermore, housing stability helps protect public health because homelessness increases the likelihood of individuals moving into close quarters in congregate settings, such as homeless shelters, which then puts individuals at higher risk to COVID-19.

APPLICABILITY:

This Order does not apply in any State, local, territorial, or tribal area with a moratorium on residential evictions

that provides the same or greater level of public-health protection than the requirements listed in this Order. In accordance with 42 U.S.C. 264(e), this Order does not preclude State, local, territorial, and tribal authorities from imposing additional requirements that provide greater public-health protection and are more restrictive than the requirements in this Order.

Additionally, this Order shall not apply to American Samoa, which has reported no cases of COVID-19, until such time as cases are reported.

This Order is a temporary eviction moratorium to prevent the further spread of COVID-19. This Order does not relieve any individual of any obligation to pay rent, make a housing payment, or comply with any other obligation that the individual may have under a tenancy, lease, or similar contract. Nothing in this Order precludes the charging or collecting of fees, penalties, or interest as a result of the failure to pay rent or other housing payment on a timely basis, under the terms of any applicable contract.

Nothing in this Order precludes evictions based on a tenant, lessee, or resident: (1) engaging in criminal

activity while on the premises; (2) threatening the health or safety of other residents;¹⁰ (3) damaging or posing an immediate and significant risk of damage to property; (4) violating any applicable building code, health ordinance, or similar regulation relating to health and safety; or (5) violating any other contractual obligation, other than the timely payment of rent or similar housing-related payment (including non-payment or late payment of fees, penalties, or interest).

Eviction and Risk of COVID-19 Transmission

Evicted renters must move, which leads to multiple outcomes that increase the risk of COVID-19 spread. Specifically, many evicted renters move into close quarters in shared housing or other congregate settings. According to the Census Bureau American Housing Survey, 32% of renters reported that they would move in with friends or family members upon eviction, which would introduce new household

¹⁰ Individuals who might have COVID-19 are advised to stay home except to get medical care. Accordingly, individuals who might have COVID-19 and take reasonable precautions to not spread the disease should not be evicted on the ground that they may pose a health or safety threat to other residents. See *What to Do if You are Sick*, available at <https://www.cdc.gov/coronavirus/2019-ncov/if-you-are-sick/steps-when-sick.html>

members and potentially increase household crowding.¹¹ Studies show that COVID-19 transmission occurs readily within households; household contacts are estimated to be 6 times more likely to become infected by an index case of COVID-19 than other close contacts.¹²

Shared housing is not limited to friends and family. It includes a broad range of settings, including transitional housing, and domestic violence and abuse shelters. Special considerations exist for such housing because of the challenges of maintaining social distance. Residents often gather closely or use shared equipment, such as kitchen appliances, laundry facilities, stairwells, and elevators. Residents may have unique needs, such as disabilities, cognitive decline, or no access to technology, and thus may find it more difficult to take actions to protect themselves from COVID-19. CDC recommends that shelters provide new residents with a clean mask, keep them isolated from others, screen for symptoms at entry, or arrange for

¹¹ United States Census Bureau. American Housing Survey, 2017. <https://www.census.gov/programs-surveys/ahs.html>

¹² Bi Q, Wu Y, Mei S, et al. *Epidemiology and transmission of COVID-19 in 391 cases and 1286 of their close contacts in Shenzhen, China: a retrospective cohort study*. *Lancet Infect Dis* 2020, [https://doi.org/10.1016/S1473-3099\(20\)30287-5](https://doi.org/10.1016/S1473-3099(20)30287-5).

medical evaluations as needed depending on symptoms.¹³

Accordingly, an influx of new residents at facilities that offer support services could potentially overwhelm staff and, if recommendations are not followed, lead to exposures.

Congress passed the Coronavirus Aid, Relief, and Economic Security (CARES) Act (Pub. L. 116-136) to aid individuals and businesses adversely affected by COVID-19. Section 4024 of the CARES Act provided a 120-day moratorium on eviction filings as well as other protections for tenants in certain rental properties with Federal assistance or federally related financing. These protections helped alleviate the public health consequences of tenant displacement during the COVID-19 pandemic. The CARES Act eviction moratorium expired on July 24, 2020.¹⁴ The protections in the CARES Act supplemented temporary eviction moratoria and rent freezes implemented by governors and local officials using emergency powers.

¹³ See CDC COVID-19 Guidance for Shared or Congregate Housing, available at: <https://www.cdc.gov/coronavirus/2019-ncov/community/shared-congregate-house/guidance-shared-congregate-housing.html>

¹⁴ Because evictions generally require 30-days' notice, the effects of housing displacement due to the expiration of the CARES act are not expected to manifest until August 27, 2020.

Researchers estimated that this temporary Federal moratorium provided relief to a material portion of the nation's roughly 43 million renters.¹⁵ Approximately 12.3 million rental units have federally backed financing, representing 28% of renters. Other data show more than 2 million housing vouchers along with approximately 2 million other federally assisted rental units.¹⁶

The Federal moratorium, however, did not reach all renters. Many renters who fell outside the scope of the Federal moratorium were protected under State and local moratoria. In the absence of State and local protections, as many as 30-40 million people in America could be at risk of eviction.¹⁷ A wave of evictions on that scale would be unprecedented in modern times.¹⁸ A large portion of those who are evicted may move into close quarters in shared

¹⁵ See Congressional Research Service, *CARES Act Eviction Moratorium*, (April 7, 2020) available at: <https://crsreports.congress.gov/product/pdf/IN/IN11320>

¹⁶ See HUD, A Picture of Subsidized Households General Description of the Data and Bibliography, available at: <https://www.huduser.gov/portal/datasets/assthsg/statedata98/descript.html>

¹⁷ See Emily Benfer, et al., *The COVID-19 Eviction Crisis: An Estimated 30-40 Million People in America are at Risk*, available at: <https://www.aspeninstitute.org/blog-posts/the-covid-19-eviction-crisis-an-estimated-30-40-million-people-in-america-are-at-risk/>.

¹⁸ As a baseline, approximately 900,000 renters are evicted every year in the United States. Princeton University Eviction Lab. National Estimates: Eviction in America. <https://evictionlab.org/national-estimates/>

housing or, as discussed below, become homeless, thus contributing to the spread of COVID-19.

The statistics on interstate moves show that mass evictions would likely increase the interstate spread of COVID-19. Over 35 million Americans, representing approximately 10% of the U.S. population, move each year.¹⁹ Approximately 15% of moves are interstate.²⁰

Eviction, Homelessness, and Risk of Severe Disease from COVID-19

Evicted individuals without access to housing or assistance options may also contribute to the homeless population, including older adults or those with underlying medical conditions, who are more at risk for severe illness from COVID-19 than the general population.²¹ In Seattle-King County, 5-15% of people experiencing homelessness between 2018 and 2020 cited eviction as the primary reason for

¹⁹ See U.S. Census Bureau, CPS Historical Migration/Geographic Mobility Tables, available at: <https://www.census.gov/data/tables/time-series/demo/geographic-mobility/historic.html>

²⁰ *Id.*

²¹ See CDC, Coronavirus Disease 2019 (COVID-19), People Who Are at Increased Risk for Severe Illness, available at <https://www.cdc.gov/coronavirus/2019-ncov/need-extra-precautions/people-at-increased-risk.html> (accessed August 26, 2020).

becoming homeless.²² Additionally, some individuals and families who are evicted may originally stay with family or friends, but subsequently seek homeless services. Among people who entered shelters throughout the United States in 2017, 27% were staying with family or friends beforehand.²³

People experiencing homelessness are a high-risk population. It may be more difficult for these persons to consistently access the necessary resources in order to adhere to public health recommendations to prevent COVID-19. For instance, it may not be possible to avoid certain congregate settings such as homeless shelters, or easily access facilities to engage in handwashing with soap and water.

Extensive outbreaks of COVID-19 have been identified in homeless shelters.²⁴ In Seattle, Washington, a network of three related homeless shelters experienced an outbreak

²² Seattle-King County. Point in Time Count. https://regionalhomelesssystem.org/wp-content/uploads/2020/07/Count-Us-In-2020-Final_7.29.2020.pdf

²³ United States Department of Housing and Urban Development. The 2017 Annual Homeless Assessment Report (AHAR) to Congress: Part 2. Available at: <https://files.hudexchange.info/resources/documents/2017-AHAR-Part-2.pdf>

²⁴ Mosites E, et al. *Assessment of SARS-CoV-2 Infection Prevalence in Homeless Shelters - Four U.S. Cities, March 27-April 15, 2020*. MMWR 2020 May 1;69(17):521-522.

that led to 43 cases among residents and staff members.²⁵ In Boston, Massachusetts, universal COVID-19 testing at a single shelter revealed 147 cases, representing 36% of shelter residents.²⁶ COVID-19 testing in a single shelter in San Francisco led to the identification of 101 cases (67% of those tested).²⁷ Throughout the United States, among 208 shelters reporting universal diagnostic testing data, 9% of shelter clients have tested positive.²⁸

CDC guidance recommends increasing physical distance between beds in homeless shelters.²⁹ To adhere to this guidance, shelters have limited the number of people served throughout the United States. In many places, considerably fewer beds are available to individuals who become homeless. Shelters that do not adhere to the guidance, and operate at ordinary or increased occupancy, are at greater risk for the types of outbreaks described above. The

²⁵ Tobolowsky FA, et al. *COVID-19 Outbreak Among Three Affiliated Homeless Service Sites - King County, Washington, 2020*. MMWR 2020 May 1;69(17):523-526.

²⁶ Baggett TP, Keyes H, Sporn N, Gaeta JM. *Prevalence of SARS-CoV-2 Infection in Residents of a Large Homeless Shelter in Boston*. JAMA. 2020 Apr 27;323(21):2191-2. Online ahead of print.

²⁷ Imbert E, et al. *Coronavirus Disease 2019 (COVID-19) Outbreak in a San Francisco Homeless Shelter*. Clin Infect Dis. 2020 Aug 3.

²⁸ National Health Care for the Homeless Council and Centers for Disease Control and Prevention. Universal Testing Data Dashboard. Available at: <https://nhchc.org/cdc-covid-dashboard/>

²⁹ Centers for Disease Control and Prevention. Interim Guidance for Homeless Service Providers to Plan and Respond to COVID-19. <https://www.cdc.gov/coronavirus/2019-ncov/community/homeless-shelters/plan-prepare-respond.html>

challenge of mitigating disease transmission in homeless shelters has been compounded because some organizations have chosen to stop or limit volunteer access and participation.

In the context of the current pandemic, large increases in evictions could have at least two potential negative consequences. One is if homeless shelters increase occupancy in ways that increase the exposure risk to COVID-19. The other is if homeless shelters turn away the recently homeless, who could become unsheltered, and further contribute to the spread of COVID-19. Neither consequence is in the interest of the public health.

The risk of COVID-19 spread associated with unsheltered homelessness (those who are sleeping outside or in places not meant for human habitation) is of great concern to CDC. Over 35% of homeless persons are typically unsheltered.³⁰ The unsheltered homeless are at higher risk for infection when there is community spread of COVID-19. The risks associated with sleeping and living outdoors or in an

³⁰ In January 2018, 552,830 people were counted as homeless in the United States. Of those, 194,467 (35 percent) were unsheltered, and 358,363 (65 percent) were sheltered. *See*, Council of Economic Advisors, *The State of Homelessness in America* (September 2019), available at <https://www.whitehouse.gov/wp-content/uploads/2019/09/The-State-of-Homelessness-in-America.pdf>

encampment setting are different than from staying indoors in a congregate setting, such as an emergency shelter or other congregate living facility. While outdoor settings may allow people to increase physical distance between themselves and others, they may also involve exposure to the elements and inadequate access to hygiene, sanitation facilities, health care, and therapeutics. The latter factors contribute to the further spread of COVID-19.

Additionally, research suggests that the population of persons who would be evicted and become homeless would include many who are predisposed to developing severe disease from COVID-19. Five studies have shown an association between eviction and hypertension, which has been associated with more severe outcomes from COVID-19.³¹ Also, the homeless often have underlying conditions that increase their risk of severe outcomes of COVID-19.³² Among patients with COVID-19, homelessness has been associated with increased likelihood of hospitalization.³³

³¹ Hugo Vasquez-Vera, et al. *The threat of home eviction and its effects on health through the equity lens: A systematic review*. Social Science and Medicine. 175 (2017) 199e208.

³² Fazel S, Geddes JR, Kushel M. *The health of homeless people in high-income countries: descriptive epidemiology, health consequences, and clinical and policy recommendations*. Lancet. 2014;384(9953):1529-1540.

³³ Hsu HE, et al. *Race/Ethnicity, Underlying Medical Conditions, Homelessness, and Hospitalization Status of Adult Patients with COVID-19 at an Urban Safety-Net Medical Center - Boston, Massachusetts, 2020*. MMWR 2020 Jul 10;69(27):864-869. Historically, African Americans and Hispanic Americans are

These public health risks may increase seasonally. Each year, as winter approaches and the temperature drops, many homeless move into shelters to escape the cold and the occupancy of shelters increases.³⁴ At the same time, there is evidence to suggest that the homeless are more susceptible to respiratory tract infections,³⁵ which may include seasonal influenza. While there are differences in the epidemiology of COVID-19 and seasonal influenza, the potential co-circulation of viruses during periods of increased occupancy in shelters could increase the risk to occupants in those shelters.

In short, evictions threaten to increase the spread of COVID-19 as they force people to move, often into close quarters in new shared housing settings with friends or family, or congregate settings such as homeless shelters. The ability of these settings to adhere to best practices, such as social distancing and other infection control

disproportionately represented in evictions compared to other races. They are more likely to experience severe outcomes of COVID-19. *Id.*

³⁴ See, generally, the Annual Homeless Assessment Report to Congress (2007), available at: <https://www.huduser.gov/Publications/pdf/ahar.pdf> (acknowledging the seasonality of shelter bed use).

³⁵ Ly TDA, Edouard S, Badiaga S, et al. Epidemiology of respiratory pathogen carriage in the homeless population within two shelters in Marseille, France, 2015-2017: cross sectional 1-day surveys. *Clin Microbiol Infect.* 2019; 25(2):249.e1-249.e6.

measures, decreases as populations increase. Unsheltered homelessness also increases the risk that individuals will experience severe illness from COVID-19.

FINDINGS AND ACTION:

Therefore, I have determined the temporary halt in evictions in this Order constitutes a reasonably necessary measure under 42 CFR 70.2 to prevent the further spread of COVID-19 throughout the United States. I have further determined that measures by states, localities, or U.S. territories that do not meet or exceed these minimum protections are insufficient to prevent the interstate spread of COVID-19.³⁶

Based on the convergence of COVID-19, seasonal influenza, and the increased risk of individuals sheltering in close quarters in congregate settings such as homeless shelters, which may be unable to provide adequate social distancing as populations increase, all of which may be exacerbated as fall and winter approach, I have determined that a

³⁶ In the United States, public health measures are implemented at all levels of government, including the Federal, State, local, and tribal levels. Publicly-available compilations of pending measures indicate that eviction moratoria and other protections from eviction have expired or are set to expire in many jurisdictions. Eviction Lab, *COVID-19 Housing Policy Scorecard*, available at: <https://evictionlab.org/covid-policy-scorecard/>.

temporary halt on evictions through December 31, 2020, subject to further extension, modification, or rescission, is appropriate.

Therefore, under 42 CFR 70.2, subject to the limitations under the "Applicability" section, a landlord, owner of a residential property, or other person with a legal right to pursue eviction or possessory action shall not evict any covered person from any residential property in any State or U.S. territory in which there are documented cases of COVID-19 that provides a level of public-health protections below the requirements listed in this Order.

This Order is not a rule within the meaning of the Administrative Procedure Act ("APA") but rather an emergency action taken under the existing authority of 42 CFR 70.2. In the event that this Order qualifies as a rule under the APA, notice and comment and a delay in effective date are not required because there is good cause to dispense with prior public notice and comment and the opportunity to comment on this Order and the delay in effective date. See 5 U.S.C. 553(b)(3)(B). Considering the public-health emergency caused by COVID-19, it would be impracticable and contrary to the public health, and by

extension the public interest, to delay the issuance and effective date of this Order.

A delay in the effective date of the Order would permit the occurrence of evictions—potentially on a mass scale—that could have potentially significant consequences. As discussed above, one potential consequence would be that evicted individuals would move into close quarters in congregate or shared living settings, including homeless shelters, which would put the individuals at higher risk to COVID-19. Another potential consequence would be if evicted individuals become homeless and unsheltered, and further contribute to the spread of COVID-19. A delay in the effective date of the Order that leads to such consequences would defeat the purpose of the Order and endanger the public health. Immediate action is necessary.

Similarly, if this Order qualifies as a rule under the APA, the Office of Information and Regulatory Affairs has determined that it would be a major rule under the Congressional Review Act (CRA). But there would not be a delay in its effective date. The agency has determined that for the same reasons, there would be good cause under

the CRA to make the requirements herein effective immediately.

If any provision of this Order, or the application of any provision to any persons, entities, or circumstances, shall be held invalid, the remainder of the provisions, or the application of such provisions to any persons, entities, or circumstances other than those to which it is held invalid, shall remain valid and in effect.

This Order shall be enforced by Federal authorities and cooperating State and local authorities through the provisions of 18 U.S.C. 3559, 3571; 42 U.S.C. 243, 268, 271; and 42 CFR 70.18. However, this Order has no effect on the contractual obligations of renters to pay rent and shall not preclude charging or collecting fees, penalties, or interest as a result of the failure to pay rent or other housing payment on a timely basis, under the terms of any applicable contract.

CRIMINAL PENALTIES:

Under 18 U.S.C. 3559, 3571; 42 U.S.C. 271; and 42 CFR 70.18, a person violating this Order may be subject to a

fine of no more than \$100,000 if the violation does not result in a death or one year in jail, or both, or a fine of no more than \$250,000 if the violation results in a death or one year in jail, or both, or as otherwise provided by law. An organization violating this Order may be subject to a fine of no more than \$200,000 per event if the violation does not result in a death or \$500,000 per event if the violation results in a death or as otherwise provided by law. The U.S. Department of Justice may initiate court proceedings as appropriate seeking imposition of these criminal penalties.

NOTICE TO COOPERATING STATE AND LOCAL OFFICIALS:

Under 42 U.S.C. 243, the U.S. Department of Health and Human Services is authorized to cooperate with and aid State and local authorities in the enforcement of their quarantine and other health regulations and to accept State and local assistance in the enforcement of Federal quarantine rules and regulations, including in the enforcement of this Order.

NOTICE OF AVAILABLE FEDERAL RESOURCES

While this order to prevent eviction is effectuated to protect the public health, the States and units of local government are reminded that the Federal Government has deployed unprecedented resources to address the pandemic, including housing assistance.

The Department of Housing and Urban Development (HUD) has informed CDC that all HUD grantees—states, cities, communities, and nonprofits—who received Emergency Solutions Grants (ESG) or Community Development Block Grant (CDBG) funds under the CARES Act may use these funds to provide temporary rental assistance, homelessness prevention, or other aid to individuals who are experiencing financial hardship because of the pandemic and are at risk of being evicted, consistent with applicable laws, regulations, and guidance.

HUD has further informed CDC that:

HUD's grantees and partners play a critical role in prioritizing efforts to support this goal. As grantees decide how to deploy CDBG-CV and ESG-CV funds provided by the CARES Act, all communities should assess what resources have already been

allocated to prevent evictions and homelessness through temporary rental assistance and homelessness prevention, particularly to the most vulnerable households.

HUD stands at the ready to support American communities take these steps to reduce the spread of COVID-19 and maintain economic prosperity.

Where gaps are identified, grantees should coordinate across available Federal, non-Federal, and philanthropic funds to ensure these critical needs are sufficiently addressed, and utilize HUD's technical assistance to design and implement programs to support a coordinated response to eviction prevention needs. For program support, including technical assistance, please visit www.hudexchange.info/program-support. For further information on HUD resources, tools, and guidance available to respond to the COVID-19 pandemic, State and local officials are directed to visit <https://www.hud.gov/coronavirus>. These tools include toolkits for Public Housing Authorities and Housing Choice Voucher landlords related to

housing stability and eviction prevention, as well as similar guidance for owners and renters in HUD-assisted multifamily properties.

Similarly, the Department of the Treasury has informed CDC that the funds allocated through the Coronavirus Relief Fund may be used to fund rental assistance programs to prevent eviction. Visit <https://home.treasury.gov/policy-issues/cares/state-and-local-governments> for more information.

EFFECTIVE DATE:

This Order is effective upon publication in the Federal Register and will remain in effect, unless extended, modified, or rescinded, through December 31, 2020.

ATTACHMENT

DECLARATION UNDER PENALTY OF PERJURY FOR

THE CENTERS FOR DISEASE CONTROL AND PREVENTION'S TEMPORARY

HALT IN EVICTIONS TO PREVENT FURTHER SPREAD OF COVID-19

This declaration is for tenants, lessees, or residents of residential properties who are covered by the CDC's order temporarily halting residential evictions (not including foreclosures on home mortgages) to prevent the further spread of COVID-19. Under the CDC's order you must provide a copy of this declaration to your landlord, owner of the

residential property where you live, or other person who has a right to have you evicted or removed from where you live. Each adult listed on the lease, rental agreement, or housing contract should complete this declaration. Unless the CDC order is extended, changed, or ended, the order prevents you from being evicted or removed from where you are living through December 31, 2020. You are still required to pay rent and follow all the other terms of your lease and rules of the place where you live. You may also still be evicted for reasons other than not paying rent or making a housing payment. This declaration is sworn testimony, meaning that you can be prosecuted, go to jail, or pay a fine if you lie, mislead, or omit important information.

I certify under penalty of perjury, pursuant to 28 U.S.C. 1746, that the foregoing are true and correct:

- I have used best efforts to obtain all available government assistance for rent or housing;³⁷
- I either expect to earn no more than \$99,000 in annual income for Calendar Year 2020 (or no more than \$198,000 if filing a joint tax return), was not required to report any income in 2019 to the U.S. Internal Revenue Service, or received an Economic

³⁷ “Available government assistance” means any governmental rental or housing payment benefits available to the individual or any household member.

Impact Payment (stimulus check) pursuant to Section 2201 of the CARES Act;

- I am unable to pay my full rent or make a full housing payment due to substantial loss of household income, loss of compensable hours of work or wages, lay-offs, or extraordinary³⁸ out-of-pocket medical expenses;
- I am using best efforts to make timely partial payments that are as close to the full payment as the individual's circumstances may permit, taking into account other nondiscretionary expenses;
- If evicted I would likely become homeless, need to move into a homeless shelter, or need to move into a new residence shared by other people who live in close quarters because I have no other available housing options.³⁹

³⁸ An "extraordinary" medical expense is any unreimbursed medical expense likely to exceed 7.5% of one's adjusted gross income for the year.

³⁹ "Available housing" means any available, unoccupied residential property, or other space for occupancy in any seasonal or temporary housing, that would not violate Federal, State, or local occupancy standards and that would not result in an overall increase of housing cost to you.

- I understand that I must still pay rent or make a housing payment, and comply with other obligations that I may have under my tenancy, lease agreement, or similar contract. I further understand that fees, penalties, or interest for not paying rent or making a housing payment on time as required by my tenancy, lease agreement, or similar contract may still be charged or collected.
- I further understand that at the end of this temporary halt on evictions on December 31, 2020, my housing provider may require payment in full for all payments not made prior to and during the temporary halt and failure to pay may make me subject to eviction pursuant to State and local laws.

I understand that any false or misleading statements or omissions may result in criminal and civil actions for fines, penalties, damages, or imprisonment.

Signature of Declarant

Date

Authority

The authority for this Order is Section 361 of the Public Health Service Act (42 U.S.C. 264) and 42 CFR 70.2.

Dated: September 1, 2020.

Nina B. Witkofsky,

Acting Chief of Staff,

Centers for Disease Control and Prevention

[FR Doc. 2020-19654 Filed: 9/1/2020 4:15 pm; Publication Date: 9/4/2020]

September 8, 2020 D.3
Update on Covid-19

Anna Roth, County Health Director and Dr. Chris Farnitano, Public Health Officer.

Ms. Roth recently visited the Contra Costa Regional Medical Center and commends the leadership for their preparedness, excellent suggestions and ideas, their optimism, and especially for the herculean effort they have shown in providing compassionate care for their patients.

Contra Costa County currently has recorded 14,712 positive cases, many of which have been resolved. The County has tested over 212,000 people. Our positivity rate, the amount of tests positive is about 6.2% currently, an improvement over August figures.

She noted that the State has implemented a new tier-based monitoring list, with four tiers. Contra Costa is in a purple tier (most restrictive) Specifically, areas of focus that Contra Costa County 're focusing on are -- Contra Costa County have specific areas of concern, geographies as Contra Costa County II as subsets of the population.

The County's areas of focus at this time, where the highest rates in the past 14 days have been are in Bay Point and San Pablo. Those communities have had rates twice as high as the County as a whole. Others with higher rates -- with higher rates as a whole are Antioch, El Sobrante, Pacheco and Pittsburg.

Two additional testing centers have been opened in West County and we are working through our community engagement team to continue to contact with these communities. We have now brought on board youth ambassadors. The first cohort of 25 youth ambassadors who are going to be working to get the word out in those communities on both how you can protect your loved ones and the people around you to stop the spread and crush the curve in our County . A second cohort of youth ambassadors in will come on board September and these ambassadors are actually being sponsored by the city of San Pablo and Contra Costa County. Exploration of a partnership with the County Office of Education is also in the works.

Contra Costa County's 7-day testing average right now is just over 1,500 at 1,527. Our aim is to get to 2,800 a day. There have been a variety of challenges with that, including smoke and extreme heat. Many of the testing sites, being outdoors, were forced to close early. Therefore the County is looking to move all testing indoors to manage these challenges and in preparation for fall weather. Again, specifically targeting particular populations.

The community engagement team has been working hard and new social media toolkits are available at the cchealth.org website. The communications officer is working with the Bay Area public offices on a Bay Area wide basis because Contra Costa is not the only County experiencing needs with particular populations, specifically, the Latinx population and young people. The County strives to reach out to all historically marginalized communities to educate and increase testing. Mobile pop-up testing sites are being explored as an option. The Richmond site will open for drive-through testing September 16th, increasing testing there by 200 more a day. Additionally planned is evening hours at some sites.

The lag time between testing and receiving results has been resolved. At this time 98% of our tests are back within 2-5 days.

A lot of progress has been made and Health Services would like who is working in high contact settings with the public, that would be like essential workers, people working at restaurants, people who are personal care servers like cutting hair to get tested at least monthly. The County has the capacity now and quicker turnaround for results.

In August, the County following 54 outbreaks. We are now down to 32 active outbreaks. Since the last report in August, we have launched a learning and training collaborative with the support of our Contra Costa Regional Health foundation where the County is creating a virtual learning network and working with experts around the Bay Area and country who are supporting best practices and sharing of best practices with infection control in these long-term care facilities.

In detention, which is another high risk congregate setting, we continue to screen all individuals on the entry of the detention facilities and if they are staying, they are separated and quarantined, if you will, for their initial period in their screening is done, which is approximately ten days. The County has initiated a pilot of testing and we plan to move forward with that and into a really good testing in those high risk sites.

There is currently one positive case in detention, in total there have been 31. Along with the testing, there's tracing.

Ms. Roth thanked the Board for its continued support in bringing on workers. There are now 215 individuals working on case and contact tracing and we are now able to reach on a regular basis approximately 2/3 of all people who are testing positive.

The learning about Covid-19 continues. It is now known that one-on-one services pose less risk than things that are involving a large group. So there is more confidence in opening things like nail salons and personal services such as massaging outdoors. Restaurants where you remove your mask to eat and drink are higher risk. But still restaurants operating outside is better than inside.

Spread on hard surfaces is less of a concern than originally thought. Being near people outside your immediate family or your living unit means higher risk. The amount of time that you spend with others matters. Contacts that are lasting more than 15 minutes are riskier than ones that are less than 15 minutes, which is why social gatherings continue to be discouraged if you are gathering that you are encouraged to be using the safest practices possible. Younger people are out in the community most because we know they make up a large amount of the essential workers and they have a lot of movement. We are seeing an increase positive testing rates in that group of people. And sometimes it's for socializing. But most often it's really for them to go to work. That's what our tracing is telling us.

The County has been housing people through Project Room Key in hotels and those are remaining above 95% capacity. We also have submitted an application for the governor's new program called Project Home Key, to purchase the hotel for much more permanent housing. And that has passed the first threshold of the state.

The County has gotten positive feedback and what we know is funds have been reserved to purchase the Motel 6 in Pittsburg to provide temporary housing and support services. It won't replace what needs to come after that, but the state has reserved dollars for acquisition for us.

Ms. Roth reminds us that while Covid-19 is levelling off, flu season is arriving. She urges everyone to get a flu vaccination and a Covid test. She reminds all that they are not being a burden, Health Services wants to see you!

Dr. Farnitano, Public Health Officer notes that since the surge of Covid cases in June, the numbers have been flattening and improving. New cases across California have begun dropping. They are now under approximately 100 cases a day in Contra Costa. The trends in hospitalization have been improving also. Unfortunately there are still seeing 1 to 2 deaths from the virus daily

The State has launched what they are calling a blueprint for business reopenings to make them more regular and predictable. It's a more cautious and measured plan compared to this prior we had the state monitoring list, and counties that were either on or off the monitoring list.

It is a tiered system, tiers are listed, one through four, color coded. The state is now updating their statistics weekly, on Tuesdays. There is a the week long lag, they are posting today which is a tuesday, based on the weeks ending the week of august 29th. Decisions for moving from one tier to another will be based on those updated numbers every Tuesday.

Based on the numbers they are posting today, we are still in the purple tier but our numbers are still continuing to improve. We need to meet the requirements for the red tier for at least two weeks before we can meet those criteria. It is possible that Contra Costa will meet the criteria to move to the red tier as soon as September 22nd. Schools will reopen in person when we have been in the red tier for two weeks. So, able to open without a waiver in October if all goes well.

And so it's really the case rate that's going to be curriculum. The state does also adjust that case rate based on the amount of testing. So if we're testing above the state average rate then we get a credit for that rate. If we're testing below that, we're adjusted in the opposite direction. So the more testing we can do, that helps us are progress through the tiers.

So testing is important that way. But of course the most important reason for testing is to isolate and quarantine and we can stop the spread.

We really want to focus our testing on people who are out in the community more because of their work or because of other interactions with the public that we want to encourage people to get tested on a regular basis so we can find those including the asymptomatic ones, which make up 40% of the cases. Those who are asymptomatic can spread Covid to other people who can get sick.

The County has a schools team that has been reviewing the elementary school waivers and we have already approved 10 elementary schools to move so in-person learning. There are about a dozen more schools that have applied and the schools team has been working with those and reviewing those applications. And once Contra Costa moves into the red tier and has been in the red tier for two weeks waivers will no longer be required and schools can open in person just following the local and state guidance on school operations.

Antigen tests are starting to become available. The traditional tests we are mostly using are based on analysis of DNA. They are very specific and more expensive, they have to be run in a formal lab and are not as sensitive so they are approved just for testing people with symptoms, the antigen testing. They are not good in picking up Covid in people without symptoms.

Nursing homes throughout our county and throughout the country are being provided with point of care testing kits that are provided to nursing homes. Again nursing homes have seen the highest mortality due to the frail elderly residents they care for. Doing everything we can to manage and prevent outbreaks in nursing homes is so important, so the federal government is providing for nursing homes.

The red flag warnings for extreme heat and the possibility of public safety power shut-offs present challenges. The other thing I want to bring out that is not Covid-related is around public safety power shutoffs. The County is planning for the eventuality of power loss, with focus on individuals who depend on medical equipment powered by electricity.

The plan has been improved by the lists of individuals who have this equipment ahead of time instead of waiting for the public safety power shutoff to be announced we have gotten the information from Medicare and from PG&E ahead of times.

We can do automated telephone calls and notifications so we can get the information out quickly to make sure those people are aware of the issues, if they don't have a good plan for dealing with the issue. The sign up for emergency alerts and notifications is [cwsalerts.com](https://www.cwsalerts.com) to get phone call or text notification.

When asked what would be of greatest assistance to get the virus more controlled, Dr. Farnitano requested more staff for testing sites. He also recommended that in addition to following safety protocols that people encourage their coworkers and family to get tested once a month. For instance, in a group of ten employees, someone would be getting tested every few days and would detect the virus before it was widespread. He reminded us that anyone providing childcare should consider themselves an essential worker and be tested once a month. He further recommends that anyone in the high risk category get a high-dose flu vaccine if at all possible, at the minimum get a regular flu vaccine.

Supervisors Andersen and Mitchoff noted they have received many hostile and erroneous claims from the public during the Coronavirus Ad Hoc Committee meeting. They clarified for the public that the cause of death listed on a death certificate will be the primary cause of that death. The claims that all deaths are being attributed to Covid-19 or that anyone testing positive will be recorded as having died from the virus is untrue.

When a vaccine for Covid-19 does become available, Health Services will draw upon experience gained from the H1N1 (swine) flu virus for rapid deployment. Plans for distribution are already being drawn up. In addition to public health services outlets, they will collaborate with community partners such as Kaiser Permanente, John Muir, pharmacies and private clinics. Current testing sites would be utilized, as well as possible mobile sites.

September 8, 2020 D.3
Update on Eviction Moratorium

Speakers: Dina Levine Lipsted, Jewish Family and Community Services East Bay; Marianna Moore, Ensuring Opportunity Campaign; Christy, Raise the Roof Coalition; Name Unknown; Nicole Zapata; Domini Barhi; Sophia Wing, Legal Aid Contra Costa; Edith Pastrano, Richmond; Terry; Patricia.

Mary Ann Mason, Deputy County Counsel, proved a report to the Board on eviction moratoriums.

Since the Board's last meeting there has been quite a bit of action at the state and federal levels in regard to eviction protection for the residential tenants. The most significant thing that happened is that the state legislature at the end of the legislative session passed the Covid-19 Tenant Relief Act. It was urgency legislation. It was signed almost immediately by the Governor and it is now effective as of August 31st, 2020.

This legislation largely occupies the field of eviction and rent relief for persons, residential tenants who have been economically harmed by Covid-19. In addition, on September 4th, the Director of the Centers for Disease Control and Prevention (CDC), a federal agency, issued a nation-wide order appreciating certain residential evictions of tenants impacted by Covid-19. Now, this order protects these tenants through December 31st of 2020.

However, the order provides that it does not apply to tenants earning more than \$99,000 a year and it does not apply in states that have adopted the same or greater protections than the federal order. Contra Costa has yet to receive guidance from the state on which law the state thinks takes primacy, in our analysis we believe that it is the state law that will be controlling in California.

The Covid-19 relief act passed by the State protects all residential tenants regardless of immigration status and regardless of income level from eviction through January 31st. That's a longer period of time and a broader group of people than the federal order.

Counsel has based it's analysis on the suggestions that it is the state law that will take primacy here. The state law makes a number of very significant changes. Basically, it takes all of the past due rent owed from early March through August 31st, and says that this rent, the failure to pay in rent, can never be the basis for an eviction. Instead, it's convertible to consumer debt. This allows a landlord to go to court beginning March 1st of 2021 to obtain a judgment for repayment of that debt. But it doesn't provide a basis to evict people from their homes.

The state law also addresses the period between September 1st and January 31st. For that period of time, tenants must pay 25% of the rent due for each month but they don't have to pay it month by month. They could pay it five days before January 31st. And be protected from eviction starting on February the 1st. Assuming they have paid that 25% of the rent then the remaining 75% over those five months is also convertible to consumer debt that a landlord could begin to collect on March 1.

The tenants protected are the tenants that are able to file a declaration explaining what hardship, what financial hardship they have suffered as a result of Covid-19, that has harmed their ability to pay their rent.

So it's a particular group of tenants but is not limited by income. The area of law providing relief on the basis that they have been financially harmed due to Covid-19 and can't pay their rent is now occupied by the state.

And the state law very specifically says that the county cannot extend its current ordinance which ends September 30th, and legislate in this particular area, until February 1st of 2021. So really the state law is what controls between now and February 1st and the County is unable to extend its provisions prior to that date as to nonpayment of rent due to financial harm from Covid-19.

However, the state law doesn't occupy every area of eviction protection and rent relief. Counsel looked at the different areas that still remain available to the board and that the board could consider and provide direction on today.

One area is with regard to the grace period and eviction protection for the small commercial tenants. That currently ends September 30th. These are the commercial tenants with less than 100 employees. So if the board wished, the board could choose to extend protections for these tenants.

The state legislation also specifically acknowledges that local entities including the County might choose to provide greater protection for just cause evictions and ensure that evictions have a just cause. This has to be separate in nonpayment of rent but it could be due to other issues. For example, our ordinance has a specific provision that allows a tenant to move in a family member due to Covid-19 and that cannot be used as a basis for eviction. That is something the board may wish to continue under the new just cause authority.

However, the state has prescribed how we're supposed to exercise that authority. There are certain findings that the board would have to make and the board's ordinance would have to be more protective than what the state is already doing in terms of just cause. For example, the state does not allow a tenant who has been living in a location for 12 months to be evicted without just cause. So perhaps there is room for this board to address those tenants living there less than 12 months and just cause as to them.

There are various things like that, that Counsel is still analyzing, that if the board wishes to address those issues, there will be some room to legislate but it least to be consistent with the requirements of the new state law.

The new state law also does not address the board's current moratorium on residential rent increases. It's simply not a topic that is addressed in the law at all. So it doesn't affect the board's ability to legislate there. The board cannot regulate rent for commercial tenants. The state act also provides enhanced remedies, when we have landlords who improperly lock out tenants or cut off their utilities. So there are new penalties that are in place. Those will certainly take effect in this County after September 30th. The board's own ordinance with its remedies should apply after September 30th as to violations of our own ordinance as opposed to the state law.

Finally, there is the issue of the grace period for residential tenants. Your board put in place a four month grace period. So basically for rent that was due through September 30th, your ordinance said that tenants had until January 31st to pay that rent. And that time frame lines up with the new state law but the difference is that the state law converts the unpaid rent to consumer debt.

Counsel thinks it is likely that a court will say the state laws takes primacy here, on the question of which takes primacy, the state remedy as to the back rent through September 1st or the county remedy, which was eviction protection but then requiring full payment, but that is an open question.

But once we reach September 30th, the County ordinance has no role as to that issue of repayment of rent.

Ms Mason provided clarification on the impact to small landlords:

There are some protections for small landlords that were put into place by the Covid-19 Tenant Relief Act. One of them is this ability to begin collecting the unpaid rent starting March 1st in small claims court. The level of the small claims court jurisdiction is lifted so that landlords have access to this relatively easy process in small claims court up to any amount that is owed to get the judgment of the consumer debt.

Another assistance is that there was a homeowners bill of rights passed earlier and it had anti-foreclosure protections, and these protections have now been extended to small landlords who have only one to four units that are nonowner-occupied.

There are also provisions allowing more accountability and transparency for the small landlords who have mortgages.

And they're requesting the Federal CARES Act compliant forbearance from their mortgage holder. So they will have additional time and notice. And they have a new cause of action against the lender if the lender unfairly denies the forbearance without just cause.

There are some protections, though it does not address the issue of those small landlords who own their properties outright and don't have mortgages. But it is increased protection for the small landlords with mortgages, and all small landlords do get the easier process of small claims court regardless of the amount of rent owed for recovery.

DIRECTED County Counsel to return to the Board on September 22, 2020 with a draft urgency ordinance to align County ordinance provisions with the new State and Federal actions and to address the extension of protections under the discretion of the County, countywide.



Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: September 8, 2020

Subject: Accept a Grant Deed of Development Rights for minor subdivision MS06-00008, Walnut Creek area.

RECOMMENDATION(S):

ADOPT Resolution No. 2020/220 accepting a Grant Deed of Development Rights for minor subdivision MS06-00008, for a project being developed by Montair Associates, LLC, as recommended by the Public Works Director, Walnut Creek area. (District IV)

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

The Grant Deed of Development Rights is required per Condition of Approval No. 35.

CONSEQUENCE OF NEGATIVE ACTION:

The Grant Deed of Development Rights will not be recorded.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/08/2020** 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: September 8, 2020

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

By: Stacey M. Boyd, Deputy

Contact: Randolph Sanders (925)
313-2111

AGENDA ATTACHMENTS

Resolution No. 2020/220

Grant Deed of Development
Rights

MINUTES ATTACHMENTS

Signed: Resolution No. 2020/220

Recorded at the request of: Clerk of the Board

Return To: Public Works Dept- Simone Saleh

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

Adopted this Resolution on 09/08/2020 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. 2020/220

IN THE MATTER OF accepting a Grant Deed of Development Rights for minor subdivision MS06-00008, for a project being developed by Montair Associates, LLC, as recommended by the Public Works Director, Walnut Creek area. (District IV)

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

INSTRUMENT: Grant Deed of Development Rights
REFERENCE: MS06-00008, Amigo Lane, APN 182-150-044
GRANTOR: Montair Associates, LLC
AREA: Walnut Creek
DISTRICT: IV

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

ATTESTED: September 8, 2020

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

Contact: Randolph Sanders (925) 313-2111

By: Stacey M. Boyd, Deputy

cc: Larry Gossett- Engineering Services, Randolph Sanders- Engineering Services, Brian Louis- Engineering Services, Renee Hutchins - Records, Karen Piona- Record, Adrian Veliz - DCD, Montair Associates, LLC, Markel Insurance Company- Surety

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Contra Costa County
Public Works Department
Engineering Services Division
Records Section
255 Glacier Drive
Martinez, CA 94553

APN: 182-150-044

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

GRANT DEED OF DEVELOPMENT RIGHTS

This Grant Deed of Development Rights is made by and between the Grantor, Montair Associates, LLC, and its successors and assigns (“Grantor”) and the Grantee, CONTRA COSTA COUNTY, a political subdivision of the State of California, and its successors and assigns (“County”).

RECITALS

A. On July 21, 2008, the Contra Costa County Zoning Administrator conditionally approved an application for a minor subdivision (MS06-0008) to subdivide an approximately 1.08-acre parcel located at 55 Amigo Lane in the unincorporated Walnut Creek area of Contra Costa County, California, into two single-family residential parcels, designated as Parcel A and Parcel B.

B. Condition of Approval # 35 of MS06-0008 requires the applicant to relinquish development rights over a portion of the southern rear portion of Parcel B to ensure that the area remains undeveloped until adequate drainage facilities are constructed.

C. The real property described in Recital B is described in Exhibit A and depicted in Exhibit B, attached hereto and incorporated herein by this reference, and is hereafter referred to as the “Property.”

D. Grantor is the owner of the Property.

Grantor desires to evidence its intent, and to insure that the obligations specified herein are covenants, conditions, and restrictions that run with the land and are for the benefit of the County.

NOW, THEREFORE, for good and valuable consideration, including but not limited to the agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants to County, and its successors and assigns, on the terms and conditions set forth below, all of the Development Rights within, on, and over the Property.

1. **Recitals.** The recitals are intended to be and shall be part of this Grant Deed.
2. **Development Rights.** "Development Rights" are defined to mean and refer to the right to divide, develop, or install or construct improvements on, all or any portion of the Property.
3. **Negative Easement.** This Grant Deed is in the form of a negative easement, which shall run with the land and shall bind the Grantor and any future owners of all or any portion of said Property. This Grant Deed is an agreement in writing affecting the title or possession of the Property.
4. **Development Restrictions.** Except as provided herein, Grantor shall not divide, develop, or install or construct improvements on, any portion of the Property, and Grantor agrees that no building permits or other permits or entitlements shall be issued for such purposes. Grantor hereby waives and relinquishes any rights he might otherwise have to such permits or entitlements.
 - 4.1 **Plans and Specifications; County Approval.** Any and all improvements proposed for the Property will be performed as directed by County. Grantor shall cause plans and specifications for improvements to be prepared by competent persons legally qualified to do the work and to submit said improvement plans and specifications to County for approval prior to commencement of any work, and shall pay any County improvement plan review and inspection fee. The work shall be done in accordance with County standards in effect at the time improvement plans are submitted for approval or, upon annexation of the Property, to any city, in accordance with the applicable city standards. Grantor agrees to commence and complete the work within the time specified by County.
 - 4.2 **Development of Property.** Subject to Grantor first obtaining all necessary permits and approvals from the County, Grantor may construct drainage facilities on the Property that County determines are adequate to collect and convey additional runoff that may be generated by development. Any and all drainage facilities constructed on the Property must conform to applicable drainage area plans.
5. **Covenants Running With Land.** This Grant Deed shall be binding on the parties hereto and the provisions hereof shall be covenants running with the land and shall inure to the benefit of and be binding on the heirs, successors, and assigns of the Grantor, County, and all of the Property and all other parties having or acquiring any right, title, or interest in any part of the Property described herein.
6. **Remedies.** Should Grantor violate any of the provisions hereof, County shall be entitled to all rights and remedies available at law or in equity, including without limitation, an order enjoining the activity in violation hereof and an order requiring the removal of the improvements constructed in violation hereof. In addition, County shall be entitled to an award

of all expenses incurred by County in pursuing such violation(s), including costs, interest, attorney's fees and other litigation expenses.

IN WITNESS THEREOF, this Grant Deed is signed and executed this _____ day of _____, 2020.

GRANTEE

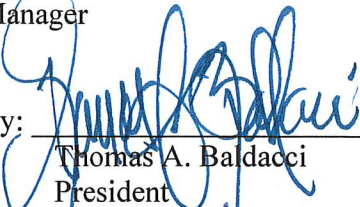
GRANTOR

CONTRA COSTA COUNTY

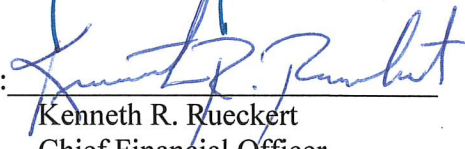
MONTAIR ASSOCIATES, LLC

By: _____
Chair, Board of Supervisors

By: St. Thomas Construction Inc.
Manager


By: 
Thomas A. Baldacci
President

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

By: 
Kenneth R. Rueckert
Chief Financial Officer

By: _____
Deputy

Approved as to form:

Sharon L. Anderson
County Counsel
By: 
Deputy County Counsel

[Note: All Property Owner signatures must be notarized. If Property Owner is a limited liability company, Property Owner must sign in accordance with one of the following, as applicable: (1) Two managers must sign, or, if the articles of organization indicate that the limited liability company is managed by only one manager, one manager must sign (Corp. Code, § 17703.01, subd. (d)); or (2) subject to the articles of organization, two officers must sign, the first being the chairperson of the board, president or any vice president and the second being any secretary, any assistant secretary, the chief financial officer or any assistant treasurer. (Corp. Code, § 17704.07, subd. (w).)

Attachments:
Exhibit A: Legal Description
Exhibit B: Plat Map
Acknowledgment

EXHIBIT'A'
LEGAL DESCRIPTION
RESTRICTED DEVELOPMENT AREA

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

BEING A PORTION OF PARCELS ONE AND FOUR DESCRIBED IN THE GRANT DEED TO MONTAIR ASSOCIATES, LLC RECORDED ON AUGUST 15, 2019 UNDER RECORDER'S SERIES NUMBER 2019-0129791 IN THE OFFICE OF THE COUNTY RECORDER OF CONTRA COSTA COUNTY, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST SOUTHERLY CORNER OF SAID PARCEL ONE (2019-0129791) THENCE ALONG THE WESTERLY LINE OF SAID PARCEL ONE NORTH 23°25'08" WEST, 30.02 FEET;

THENCE LEAVING SAID WESTERLY LINE NORTH 68°40'58" EAST, 59.78 FEET;

THENCE SOUTH 80°55'55" EAST, 23.72 FEET;

THENCE NORTH 68°40'58" EAST, 74.51 FEET TO A POINT ON THE EASTERLY LINE OF SAID PARCEL FOUR (2019-0129791);

THENCE ALONG SAID EASTERLY LINE SOUTH 15°45'35" EAST, 18.09 FEET TO THE SOUTHERLY LINE OF SAID PARCEL FOUR;

THENCE ALONG THE SOUTHERLY LINE OF SAID PARCELS ONE AND FOUR SOUTH 68°40'58" WEST, 151.90 FEET TO THE POINT OF BEGINNING.

CONTAINING 3,593 SQUARE FEET OF LAND, MORE OR LESS.

THIS REAL PROPERTY DESCRIPTION HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYORS ACT


7-10-2020

BOB J. LEZCANO-LS8514

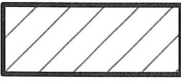


KLEN
 (2011-112451)
 POR PARCEL 'B'
 (190 PM 3)

LEGEND

POB POINT OF BEGINNING

————— PARCEL BOUNDARY
 = = = = = ADJOINING LOT LINE

 RESTRICTED DEVELOPMENT
 AREA=3,593 SF±

MONTAIR
 ASSOCIATES, LLC
 PARCELS ONE & FOUR
 (2019-0129791)
 (PARCEL 'B'
 MS 06-0008)

S15°45'35"E
 18.09'

WENZEL
 PARCEL 'C'
 (35 PM 10)

N68°40'58"E 74.51'

S68°40'58"W 151.90'

COOL
 PARCEL 'B'
 (35 PM 10)

S80°55'55"E
 23.72'

N68°40'58"E 59.78'

30.02'

POB @ SOUTHERLY
 CORNER OF PARCEL
 ONE

N23°25'08"W



MCCRACKEN & FLORES
 (2005-321194)



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

EXHIBIT 'B'
 PLAT TO
 ACCOMPANY LEGAL
 DESCRIPTION

DRAWN BY:
 BJL
 PROJECT NO:
 19077
 SCALE:
 1"=30'

SHEET
 1 OF 1
 DATE:
 5-14-2020

ACKNOWLEDGMENT

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

State of California)

County of Contra Costa)

On July 10, 2020, before me, N. Ackerman

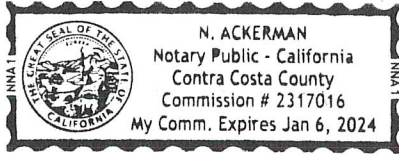
Notary Public, personally appeared Thomas A. Baldacci and
Kenneth R. Bueckert

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.

N. Ackerman
Signature of Notary Public



(SEAL)

Recorded at the request of: Clerk of the Board

Return To: Public Works Dept- Simone Saleh

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

Adopted this Resolution on 09/08/2020 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. 2020/220

IN THE MATTER OF accepting a Grant Deed of Development Rights for minor subdivision MS06-00008, for a project being developed by Montair Associates, LLC, as recommended by the Public Works Director, Walnut Creek area. (District IV)

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

INSTRUMENT: Grant Deed of Development Rights
REFERENCE: MS06-00008, Amigo Lane, APN 182-150-044
GRANTOR: Montair Associates, LLC
AREA: Walnut Creek
DISTRICT: IV

Contact: Randolph Sanders (925) 313-2111

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

ATTESTED: September 8, 2020

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

Stacey M. Boyd
By: Stacey M. Boyd, Deputy

cc: Larry Gossett- Engineering Services, Randolph Sanders- Engineering Services, Brian Louis- Engineering Services, Renee Hutchins - Records, Karen Piona- Record, Adrian Veliz - DCD, Montair Associates, LLC, Markel Insurance Company- Surety



Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: September 8, 2020

Subject: Approve the Parcel Map and Subdivision Agreement for minor subdivision MS06-00008, Walnut Creek area.

RECOMMENDATION(S):

ADOPT Resolution No. 2020/221 approving the Parcel Map and Subdivision Agreement for minor subdivision MS06-00008, for a project being developed by Montair Associates, LLC, as recommended by the Public Works Director, Walnut Creek area. (District IV)

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

The Public Works Department has reviewed the conditions of approval for minor subdivision MS06-00008 and has determined that all conditions of approval for Parcel Map approval have been satisfied.

CONSEQUENCE OF NEGATIVE ACTION:

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

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/08/2020** 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: September 8, 2020

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

Contact: Randolph Sanders (925)
313-2111

By: Stacey M. Boyd, Deputy

AGENDA ATTACHMENTS

Resolution No. 2020/221

Parcel Map

Subdivision Agreement & Improvement Security Bond for Subdivision Agreement

Tax Letter & Bond

MINUTES ATTACHMENTS

Signed: Resolution No. 2020/221

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

Adopted this Resolution on 09/08/2020 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. 2020/221

IN THE MATTER OF approving the Parcel Map and Subdivision Agreement for minor subdivision MS06-00008, for project being developed by Montair Associates, LLC, as recommended by the Public Works Director, Walnut Creek area. (District IV)

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

I. Map

The Parcel Map of minor subdivision MS06-00008, property located in the Walnut Creek area, Supervisorial District IV, said map having been certified by the proper officials.

II. Subdivision Agreement

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

A. Cash Bond

Performance amount: \$1,000.00

Auditor's Deposit Permit No. 811394 Date: July 17, 2020

Submitted by: St. Thomas Construction, Inc.

B. Surety Bond

Bond Company: Markel Insurance Company

Bond Number: 4438427 Date: July 16, 2020

Performance Amount: \$36,000.00

Labor & Materials Amount: \$18,500.00

Principal: Montair Associates, LLC

III. Tax Letter

Letter from the County Tax Collector stating that there are no unpaid County taxes heretofore levied on the property included in said map and that the 2019-2020 tax lien has been paid in full and the 2020-2021 tax lien, which became a lien on the first day of January 2021, is estimated to be \$39,270.00, with security guaranteeing payment of said tax lien as follows:

● Tax Surety

Bond Company: SureTec Insurance Company

Bond Number: 5290436 Date: July 23, 2020

Amount: \$39,270.00

Principal: Montair Associates, LLC

NOW, THEREFORE, BE IT RESOLVED:

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

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

ATTESTED: September 8, 2020

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

Contact: Randolph Sanders (925) 313-2111

By: Stacey M. Boyd, Deputy

cc: Larry Gossett- Engineering Services, Randolph Sanders- Engineering Services, Brian Louis- Engineering Services, Adrian Veliz - DCD, Renee Hutchins - Records, Karen Piona- Record, Cinda Tovar- Design & Construction, Chris Hallford -Mapping , Michael Mann- Finance, Montair Associates, LLC - Developer, SureTec Insurance Company, First American Title Company, Markel Insurance Company- Surety

OWNER'S STATEMENT

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

THE AREA SHOWN AS "PRIVATE ACCESS AND UTILITY EASEMENT" (PAUE) IS NOT OFFERED FOR DEDICATION TO THE GENERAL PUBLIC, BUT IS FOR THE USE OF THE OWNERS OF PARCELS 'A' AND 'B' OF THIS SUBDIVISION, FOR, BUT NOT LIMITED TO, INGRESS, EGRESS, UTILITIES, WATER AND SANITARY SEWER.

THE DEVELOPMENT RIGHTS FOR THE AREA DESIGNATED "RESTRICTED DEVELOPMENT AREA" ARE GRANTED TO THE CONTRA COSTA COUNTY BY SEPARATE INSTRUMENT RECORDED CONCURRENTLY WITH THE FILING OF THIS MAP PER RECORDER'S SERIES # _____ NO DEVELOPMENT SHALL TAKE PLACE IN THIS AREA WITHOUT THE CONSENT OF CONTRA COSTA COUNTY.

THE AREA DESIGNATED AS "SEWER" (PRIVATE STORM DRAIN EASEMENT) ARE FOR PRIVATE STORM DRAIN PURPOSES, TO INCLUDE THE RIGHTS TO CONSTRUCT AND MAINTAIN PRIVATE STORM DRAIN STRUCTURES AND PIPES FOR THE BENEFIT OF PARCELS 'A' AND 'B' OF THIS SUBDIVISION.

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

MONTAIR ASSOCIATES, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

BY: ST. THOMAS CONSTRUCTION COMPANY, INC., A CALIFORNIA CORPORATION

ITS MANAGER

BY: Thomas A. Baldacci
 THOMAS A. BALDACCI
 PRESIDENT

OWNER'S ACKNOWLEDGEMENT

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

STATE OF CALIFORNIA)
 COUNTY OF CONTRA COSTA) SS

ON July 13, 2020 BEFORE ME, N. Ale Kerman, A PERSONALLY APPEARED James A. Baldacci, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT (S)HE/WHY EXECUTED THE SAME IN (S)HER/HIS AUTHORIZED CAPACITY(IES), AND THAT BY (S)HER/HIS SIGNATURE(S) ON THE INSTRUMENT (THE PERSON(S) OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

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

WITNESS MY HAND

SIGNATURE NOTARY: N. Ale Kerman

NAME (PRINTED OR TYPED): N. Ale Kerman

MY COMMISSION EXPIRES: January 6, 2024

COUNTY OF NOTARY: Contra Costa

PRINCIPAL PLACE OF BUSINESS: San Ramon

SIGNATURE OF OMISSIONS

IN ACCORDANCE WITH SECTION 66436 OF THE SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING HOLDERS OF RIGHTS OF WAY OR EASEMENTS, WHICH CANNOT RIPEN INTO FEE, HAVE BEEN OMITTED:

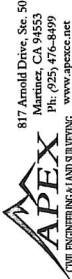
1. PACIFIC GAS AND ELECTRIC COMPANY-UTILITY EASEMENT PER BOOK 1776 OR 489 RECORDED JUNE 16, 1987

JOB NO. 19077

PARCEL MAP

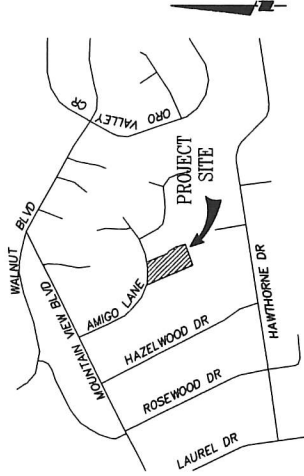
SUBDIVISION MS 06-0008
 BEING ALL OF PARCELS ONE AND FOUR AS DESCRIBED IN THE DEED RECORDED ON AUGUST 15, 2019 UNDER RECORDER'S SERIES NO. 2019-0129791, BEING A PORTION OF THE RANCHO SAN MIGUEL

CONTRA COSTA COUNTY, CALIFORNIA



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

JULY 13, 2020



VICINITY MAP

NOT TO SCALE

PLANNING COMMISSION'S STATEMENT

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

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

BY: Aruna Bhat

DATE: July 21, 2020

SURVEYOR'S STATEMENT

THIS MAP CORRECTLY REPRESENTS A SURVEY, MADE BY ME OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF LOU BALDACCI IN AUGUST OF 2019. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONAL APPROVED TENTATIVE MAP, IF ANY. ALL MONUMENTS SHOWN HEREON ACTUALLY EXIST AND ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

BOB J. LEZANO, LS 8574

7-13-2020
 DATED



CLERK OF THE BOARD OF SUPERVISORS' CERTIFICATE

STATE OF CALIFORNIA,
 CONTRA COSTA COUNTY

I, DAVID TWA, CLERK OF THE BOARD OF SUPERVISORS AND COUNTY ADMINISTRATOR OF CONTRA COSTA COUNTY, DO HEREBY CERTIFY THAT THE ABOVE AND FOREGOING MAP ENTITLED "PARCEL MAP MS 06-0008" WAS PRESENTED TO SAID BOARD OF SUPERVISORS, AS PROVIDED BY LAW, AT A REGULAR MEETING THEREOF HELD ON THE _____ DAY OF _____, 20____, AND THAT SAID BOARD OF SUPERVISORS DID THEREUPON BY RESOLUTION DULY PASSED AND ADOPTED AT SAID MEETING APPROVE SAID MAP.

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

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS DAY _____ OF _____, 20____.

DAVID TWA
 CLERK OF THE BOARD OF SUPERVISORS AND
 COUNTY ADMINISTRATOR
 CONTRA COSTA COUNTY
 STATE OF CALIFORNIA

BY: _____
 DEPUTY CLERK

COUNTY SURVEYOR'S STATEMENT

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

DATE: _____ BY: JAMES A. STEIN, LS 8571
 COUNTY SURVEYOR

COUNTY RECORDER'S STATEMENT

THIS MAP ENTITLED "SUBDIVISION MS06-0008" IS HEREBY ACCEPTED FOR RECORDATION SHOWING A CLEAR TITLE PER LETTER OF TITLE WRITTEN BY FIRST AMERICAN TITLE COMPANY, DATED APRIL 2, 2020, AND AFTER EXAMINING THE SAME, I DEEM THAT SAID MAP COMPLIES IN ALL RESPECTS WITH THE PROVISIONS OF STATE LAW AND LOCAL ORDINANCES GOVERNING THE FILING OF SUBDIVISION MAPS.

FILED THIS _____ DAY OF _____, 20____ AT _____ M. IN BOOK _____ OF PARCEL MAPS, AT PAGE _____ AT THE REQUEST OF FIRST AMERICAN TITLE COMPANY.

DEBORAH COOPER
 COUNTY RECORDER
 COUNTY OF CONTRA COSTA
 STATE OF CALIFORNIA

BY: _____
 DEPUTY COUNTY RECORDER

APN 182-150-044-2

SHEET 1 OF 2

PARCEL MAP

SUBDIVISION MS 06-0008

BEING ALL OF PARCELS ONE AND FOUR AS DESCRIBED IN THE DEED RECORDED ON AUGUST 15, 2019 UNDER RECORDERS SERIES NO. 2019-0129791, BEING A PORTION OF THE RANCHO SAN MIGUEL, CONTRA COSTA COUNTY, CALIFORNIA



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

JULY, 2020 SCALE: 1"=40'



LEGEND

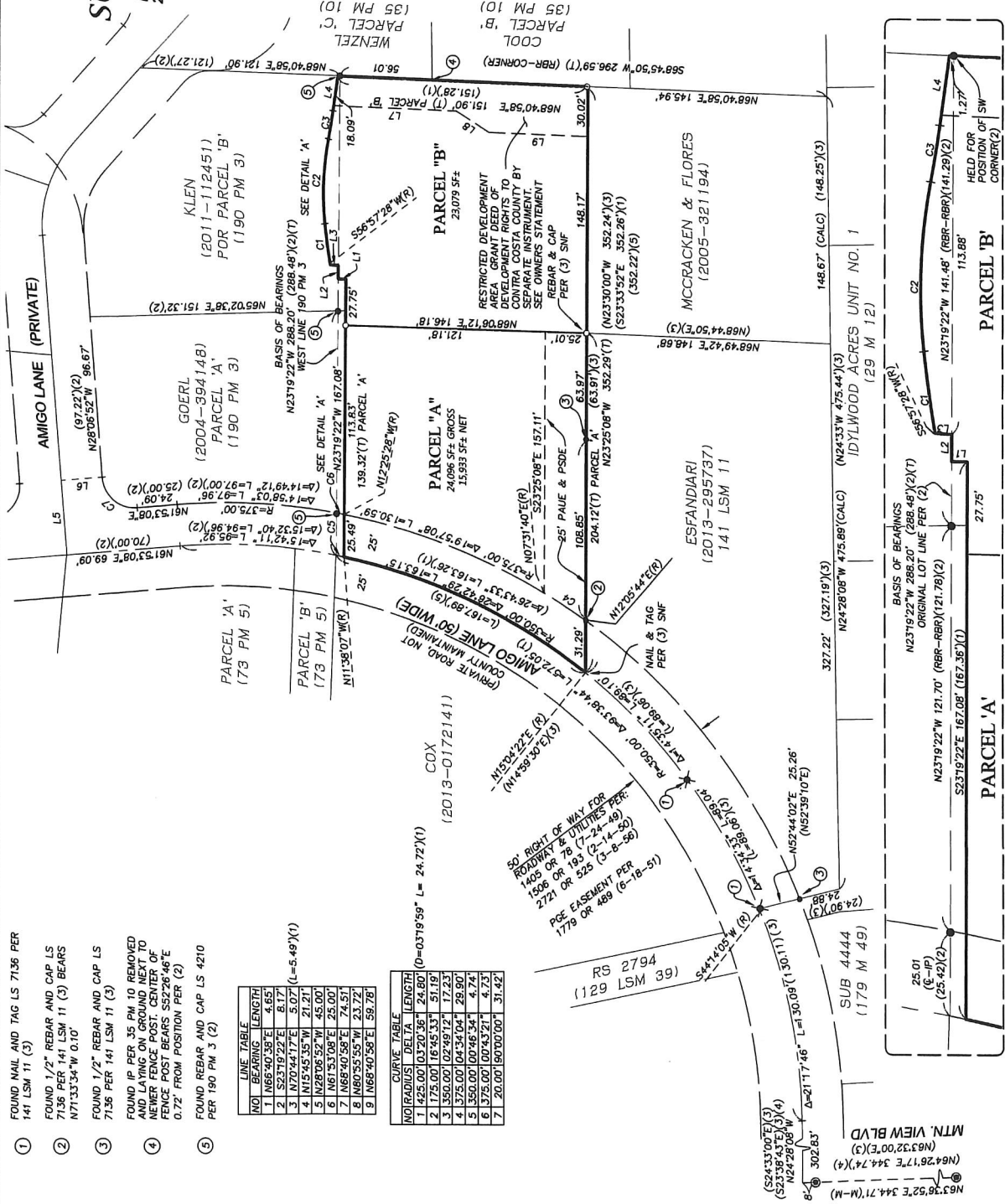
- SUBDIVISION BOUNDARY LINE
- EXISTING RIGHT-OF-WAY LINE
- EXISTING ADJOINERS LINE
- LOT LINE
- CENTERLINE
- EASEMENT LINE
- OLD LOT LINE
- FND STD STREET MONUMENT PER (4)
- SET 1/2" REBAR AND CAP, L.S. 4514
- FND MAIL & TAG AS NOTED
- FND REBAR AND CAP AS NOTED
- (RBR-RBR) REBAR TO REBAR
- (M-M) MONUMENT TO MONUMENT
- () TOTAL
- () RECORD DATA
- () CALCULATED
- ESMT EASEMENT
- PAUE PRIVATE ACCESS & UTILITY EASEMENT
- PSDE PRIVATE STORM DRAIN EASEMENT

REFERENCES

- (1) LOT LINE ADJUSTMENT (2004-0500708)
- (2) MS 98-0001 (190 PM 3)
- (3) RS 3348 (141 LSM 11)
- (4) SUB 4444 (179 M 49)
- (5) 2019-0129791

BASIS OF BEARINGS

BEARINGS ARE BASED ON THE WEST LINE OF PARCEL MAP 98-0001 (190 PM 3) BETWEEN FOUND REBARS TAKEN AS NORTH 23°19'22" WEST.



DETAIL 'A'



- ① FOUND NAIL AND TAG L.S. 7136 PER 141 LSM 11 (3)
- ② FOUND 1/2" REBAR AND CAP L.S. 7136 PER 141 LSM 11 (3) BEARS N71°33'34" W 0.10'
- ③ FOUND 1/2" REBAR AND CAP L.S. 7136 PER 141 LSM 11 (3)
- ④ FOUND IP PER 35 PM 10 REMOVED AND LAYING ON GROUND NEXT TO NEWER FENCE POST. CENTER OF FENCE POST BEARS S52°26'46"E 0.72' FROM POSITION PER (2)
- ⑤ FOUND REBAR AND CAP L.S. 4210 PER 190 PM 3 (2)

NO.	BEARING	LENGTH
1	N66°40'38"E	4.65'
2	S23°19'22"E	8.17'
3	N70°44'17"E	5.07'
4	N15°45'35"W	21.21'
5	N28°06'52"W	45.00'
6	N61°53'08"E	25.00'
7	N68°40'58"E	74.51'
8	N80°55'55"W	23.72'
9	N68°40'58"E	58.78'

NO.	RADIUS	DELTA	LENGTH
1	1425.00	03°20'36"	24.80'
2	1725.00	16°45'33"	51.19'
3	3700.00	02°32'04"	27.23'
4	3500.00	00°46'34"	28.50'
5	3750.00	00°45'21"	4.73'
6	20.00	90°00'00"	31.42'

50' RIGHT OF WAY FOR FOOTWAY & UTILITIES PER: 1405 OR 78 (7-24-49) 1506 OR 93 (2-14-50) 2721 OR 525 (3-8-58) PGE EASEMENT PER 1779 OR 489 (6-18-51)

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

Subdivision: MS06-0008

Effective Date: Date approved by BOS

Subdivider: Montair Associates, LLC

Completion Period: 2 years

THESE SIGNATURES ATTEST TO THE PARTIES' AGREEMENT HERETO:

CONTRA COSTA COUNTY

Brian M. Balbas, Public Works Director

By: _____

RECOMMENDED FOR APPROVAL:

By: _____

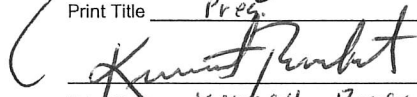
Engineering Services Division

SUBDIVIDER



Print Name Thomas A. Baldacci

Print Title Pres.



Print Name: Kenneth Bueckert

Print Title: CFO

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

FORM APPROVED: Silvano B. Marchesi, County Counsel

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

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

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

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

A. For Performance and Guarantee: \$ 1,000.00 cash, plus additional security, in the amount of \$ 36,000.00, which together total one hundred percent (100%) of the estimated cost of the Work. Such additional security is presented in the form of:

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

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

B. For Payment: Security in the amount: \$ 18,500.00, which is fifty percent (50%) of the estimated cost of the Work. Such security is presented in the form of:

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

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

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

Form Approved by County Counsel
[Rev. 8/08]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of Contra Costa)

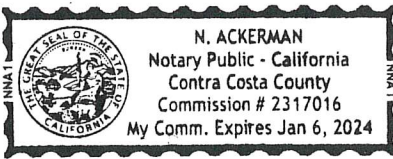
On July 28, 2020 before me, N. Ackerman, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Thomas A. Baldacci and
Kenneth Rueckert
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature N Ackerman
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Subdivision Agreement Document Date:
Number of Pages: 2 Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

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

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

Subdivision: MS06-0008
Bond No.: 4438427
Premium: \$540.00
Any claim under this Bond should be sent
to the following address:
Markel Insurance Company
3131 Camino del Rio N, Suite 1450
San Diego, CA 92108

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

1. **RECITAL OF SUBDIVISION AGREEMENT.** The Principal has executed an agreement with the County of Contra Costa (hereinafter "County") to install and pay for street, drainage and other improvements in Subdivision 06-0008 as specified in the Subdivision Agreement, and to complete said work within the time specified for completion in the Subdivision Agreement, all in accordance with State and local laws and rulings thereunder in order to satisfy conditions for filing of the Final Map or Parcel Map for said subdivision. Under the terms of the Subdivision Agreement, Principal is required to furnish a bond to secure the faithful performance of the Subdivision Agreement and payment to laborers and materialmen.

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

(A. Performance and Guarantee) THIRTY SIX THOUSAND AND 00/100 Dollars
(\$ 36,000.00) for itself or any city assignee under the above Subdivision Agreement.

(B. Payment) EIGHTEEN THOUSAND FIVE HUNDRED AND 00/100 Dollars
(\$ 18,500.00) to secure the claims to which reference is made in Title XV (commencing with Section 3082) of Part 4 of Division III of the Civil Code of the State of California.

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

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

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

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

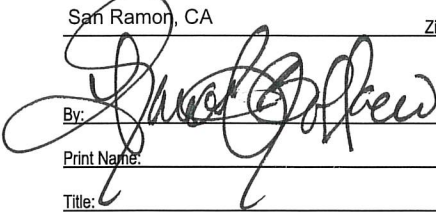
It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their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

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


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

SIGNED AND SEALED on July 16, 2020.

Principal: Montair Associates LLC
Address: 12885 Alcosta Blvd., Suite A
San Ramon, CA Zip: 94583

By: 
Print Name: _____
Title: _____

Surety: Markel Insurance Company
Address: 3131 Camino del Rio N, Suite 1450
San Diego, CA Zip: 92108

By: 
Print Name: Jonathan Russell
Title: Attorney-in-Fact

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

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

Markel Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That MARKEL INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint

Kathleen Beck, Patricia Drew, Deepa Neupane, Jonathan Russell

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings of other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for, providing the bond penalty does not exceed

Fifteen Million and 00/100 Dollars (\$15,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution of the Board of Directors of Markel Insurance Company:

RESOLVED, that the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary or Assistant Treasurer shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for on behalf of the Company, subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Secretary.

FURTHER RESOLVED, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

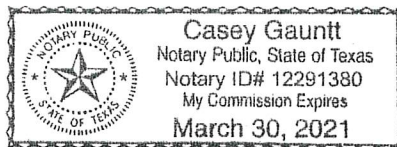
In Witness Whereof, MARKEL INSURANCE COMPANY has caused these presents to be signed by its Senior Vice President, and its corporate seal to be hereto affixed this 9th day of April, 2019.

Commonwealth of Virginia
Henrico County

MARKEL INSURANCE COMPANY

By: [Signature]
Robin Russo, Senior Vice President

On this 9th day of April, 2019 before me personally came Robin Russo, to me known, who being by me duly sworn, did depose and say that he resides in Henrico County, Virginia, the he is Senior Vice President of MARKEL INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



By: [Signature]
Casey Gauntt, Notary Public

I, Richard R. Grinnan, Vice President and Secretary of MARKEL INSURANCE COMPANY, do hereby certify that the above and foregoing is true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and, furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Glen Allen, Virginia this 16th day of July, 2020.

By: [Signature]
Richard R. Grinnan,
Vice President and Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this Power you may call (713) 812-0800 on any business day between 8:30 AM and 5:00 PM CST.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

County of Sacramento }

On 7/16/20 before me, E. Johnson, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Jonathan Russell
Name(s) of Signer(s)



Place Notary Seal Above

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

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

Witness my hand and official seal.

Signature E. Johnson
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.

Description of Attached Document

Title or Type of Document: Improvement Security Bond

Document Date: 7/16/20 Number of Pages: 1

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Jonathan Russell

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

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing:
Market Insurance Company

Signer's Name: _____

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

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing:

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

State of California,

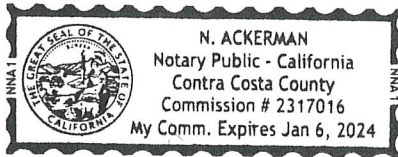
County of Contra Costa,

On July 17, 2020 before me, **N. ACKERMAN, NOTARY PUBLIC**, personally appeared
(Date)

THOMAS A. BALDACCI who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.



Signature N. Ackerman
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title of Type of Document: Improvement Security Bond for Subdivision Agreement
Document Date: _____ Number of Pages: 2

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

Contra Costa County

Russell V. Watts
 County Treasurer-Tax Collector

Brice B. Bins
 Chief Deputy Treasurer-Tax Collector

Lulis Lopez
 Assistant Tax Collector



Date: 7/21/2020

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

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

<u>Tract / MS #</u>	<u>City</u>	<u>T.R.A.</u>
06-0008	Walnut Creek	98002
Parcel #: 182-150-044-2		

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

The 2019-2020 tax lien has been paid in full. Our estimate of the 2020-2021 tax lien, which became a Lien on the **1st day of January, 2020** is :

\$27,400.00

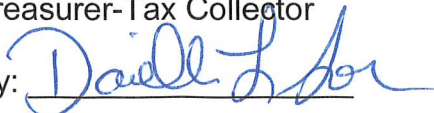
Our estimate for Supplementals taxes is:

\$11,870.00

This tract is not subject to a 1915 Act Bond.

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

RUSSEL V. WATTS
 Treasurer-Tax Collector

By: 

BOND FOR PAYMENT OF TAXES IN SUBDIVISION OF LAND

Executed in Duplicate

Bond No. 5290436
Premium: \$785.00

KNOW ALL MEN BY THESE PRESENTS

THAT WE, Montair Associates LLC as Principal(s),
and SureTec Insurance Company as Surety, are held and
firmly bound unto the County of Contra Costa County, State of California, in the penal sum of
Thirty Nine Thousand Two Hundred Seventy Dollars
(\$ \$39,270.00) for the payment of which sum, well and truly to be made, we bind ourselves, our
heirs, executors, successors and assigns, jointly and severally, by these presents:

THE CONDITION of the above obligation is such that whereas, the owner(s) of a division of land
representing a certain subdivision of real estate, to-wit:
APN No.'s 182-150-044-2,
Tentative Map No. 06-0008,
intend(s) to file a map thereof with the Registrar-Recorder County Clerk's Office.

AND WHEREAS, the provisions of the State Codes require that this bond be filed with the Clerk of the
Board of Supervisors of said County.

NOW THEREFORE, if the said principal(s) shall pay, or cause to be paid, when due, all taxes, and all
special assessments collected like taxes, which at the time of filing said map, are a lien against such
subdivision, or any part thereof, but not yet payable or for which a tax bill has not been prepared, then this
obligation shall cease and be void, otherwise it shall remain in full force and effect until said taxes, which
include amounts shown on the regular assessment roll and any supplemental roll, are paid in full,
including any penalties and interest incurred. If legal action is required to recover under this bond, the
protection afforded by it shall cover the payment of reasonable attorney's fees. The provisions of
Section 2845 of the Civil Code are not a condition precedent to the surety's obligation hereunder and are
hereby waived by the surety.

IN WITNESS thereby, the PRINCIPAL and SURETY caused this bond to be executed on this date of
July 23, 2020.

(Seal)

Principal: Montair Associates LLC

By: [Signature]

Surety: SureTec Insurance Company

Address: 2103 CityWest Boulevard, Suite 1300 Houston, TX 77042

By: [Signature]

Jonathan Russell, Attorney in Fact



DATE: 7/29/20
BOND REVIEWED AND APPROVED
CONTRA COSTA COUNTY
TREASURER - TAX COLLECTOR
BY: [Signature]

SureTec Insurance Company

LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Jonathan Russell

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Principal: Montair Associates LLC
Obligee: Contra Costa County
Amount: \$ 39,270.00

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20th of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 6th day of April, A.D. 2017.

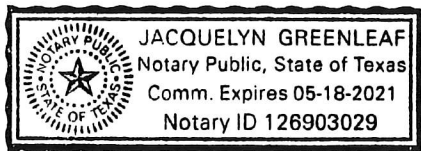


SURETEC INSURANCE COMPANY

By: 
John Knox, Jr., President

State of Texas ss:
County of Harris

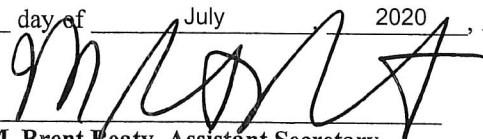
On this 6th day of April, A.D. 2017 before me personally came John Knox, Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.




Jacquelyn Greenleaf, Notary Public
My commission expires May 18, 2021

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 23rd day of July, 2020, A.D.


M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

County of Sacramento }

On 7/23/20 before me, E. Johnson, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Jonathan Russell

Name(s) of Signer(s)



Place Notary Seal Above

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

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

Witness my hand and official seal.

Signature

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.

Description of Attached Document

Title or Type of Document: Bond for Payment of Taxes in Subdivision of Land

Document Date: 7/23/20

Number of Pages: 1

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Jonathan Russell

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

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing:

SureTec Insurance Company

Signer's Name: _____

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

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing:

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

State of California,

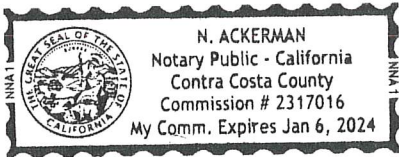
County of Contra Costa,

On July 24, 2020 before me, N. ACKERMAN, NOTARY PUBLIC, personally appeared
(Date)

THOMAS A. BALDACCI who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.



Signature N Ackerman
Signature of Notary Public

Place Notary Seal Above

-----**OPTIONAL**-----

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

Description of Attached Document

Title of Type of Document: Bond for Payment of Taxes in Subdivision of land
Document Date: _____ Number of Pages: _____

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

Adopted this Resolution on 09/08/2020 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" value="/"/>	
ABSENT:	<input type="text" value="/"/>	
ABSTAIN:	<input type="text" value="/"/>	
RECUSE:	<input type="text" value="/"/>	



Resolution No. 2020/221

IN THE MATTER OF approving the Parcel Map and Subdivision Agreement for minor subdivision MS06-00008, for project being developed by Montair Associates, LLC, as recommended by the Public Works Director, Walnut Creek area. (District IV)

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

I. Map

The Parcel Map of minor subdivision MS06-00008, property located in the Walnut Creek area, Supervisorial District IV, said map having been certified by the proper officials.

II. Subdivision Agreement

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

A. Cash Bond

Performance amount: \$1,000.00

Auditor's Deposit Permit No. 811394 Date: July 17, 2020

Submitted by: St. Thomas Construction, Inc.

B. Surety Bond

Bond Company: Markel Insurance Company

Bond Number: 4438427 Date: July 16, 2020

Performance Amount: \$36,000.00

Labor & Materials Amount: \$18,500.00

Principal: Montair Associates, LLC

III. Tax Letter

Letter from the County Tax Collector stating that there are no unpaid County taxes heretofore levied on the property included in said map and that the 2019-2020 tax lien has been paid in full and the 2020-2021 tax lien, which became a lien on the first day of January 2021, is estimated to be \$39,270.00, with security guaranteeing payment of said tax lien as follows:

● Tax Surety

Bond Company: SureTec Insurance Company

Bond Number: 5290436 Date: July 23, 2020

Amount: \$39,270.00

Principal: Montair Associates, LLC

NOW, THEREFORE, BE IT RESOLVED:

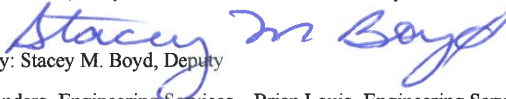
1. That said subdivision, together with the provisions for its design and improvement, is DETERMINED to be consistent with the County's general and specific plans.
2. That said Parcel map is APPROVED and this Board does hereby *accept subject to installation and acceptance of improvements* on behalf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

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

Contact: **Randolf Sanders (925) 313-2111**

ATTESTED: September 8, 2020

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


By: Stacey M. Boyd, Deputy

cc: Larry Gossett- Engineering Services, Randolf Sanders- Engineering Services, Brian Louis- Engineering Services, Adrian Veliz - DCD, Renee Hutchins - Records, Karen Piona- Record, Cinda Tovar- Design & Construction, Chris Hallford -Mapping, Michael Mann- Finance, Montair Associates, LLC - Developer, SureTec Insurance Company, First American Title Company, Markel Insurance Company- Surety



Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: September 8, 2020

Subject: Approve and Authorize to fully close a portion of Highgate Road on September 25, 2020, Kensington area.

RECOMMENDATION(S):

ADOPT Resolution No. 2020/223 approving and authorizing the Public Works Director, or designee, to fully close a portion of Highgate Road on September 25, 2020, from 7:00 AM through 5:00 PM, for the purpose of removing and replacing a utility pole in the same location, Kensington area. (District I)

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

Applicant (PG&E) shall follow guidelines set forth by the Public Works Department.

CONSEQUENCE OF NEGATIVE ACTION:

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

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/08/2020** 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: September 8, 2020

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

Contact: Bob Hendry (925)
674-7744

By: Stacey M. Boyd, Deputy

AGENDA ATTACHMENTS

Resolution No. 2020/223

MINUTES ATTACHMENTS

Signed: Resolution No.

2020/223

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

Adopted this Resolution on 09/08/2020 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. 2020/223

IN THE MATTER OF approving and authorizing the Public Works Director, or designee, to fully close a portion of Highgate Road on September 25, 2020, from 7:00 AM through 5:00 PM, for the purpose of removing and replacing a utility pole in the same location, Kensington area. (District I)

RC20-5

NOW, THEREFORE, BE IT RESOLVED IT IS BY THE BOARD RESOLVED that permission is granted to PG&E to fully close Highgate Road at #44 Highgate Road, except for emergency traffic, on September 25, 2020 for the period of 7:00 AM through 5:00 PM, subject to the following conditions:

1. Traffic will be detoured via per traffic control plan reviewed by Public Works.
2. All signing to be in accordance with the California Manual on Uniform Traffic Control Devices.
3. PG&E shall comply with the requirements of the Ordinance Code of Contra Costa County.
4. Provide the County with a Certificate of Insurance in the amount of \$1,000,000.00 for Comprehensive General Public Liability which names the County as an additional insured prior to permit issuance.
5. Obtain approval for the closure from the Sheriff's Department, the California Highway Patrol and the Fire District.

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

ATTESTED: September 8, 2020

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

Contact: Bob Hendry (925) 674-7744

By: Stacey M. Boyd, Deputy

cc: Larry Gossett- Engineering Services, Randolph Sanders- Engineering Services, Bob Hendry -Engineering Services, CHP, Sheriff - Patrol Division Commander

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

Adopted this Resolution on 09/08/2020 by the following vote:

John Gioia
Candace Andersen
Diane Burgis
Karen Mitchoff
Federal D. Glover

AYE:

NO:

ABSENT:

ABSTAIN:

RECUSE:



Resolution No. 2020/223

IN THE MATTER OF approving and authorizing the Public Works Director, or designee, to fully close a portion of Highgate Road on September 25, 2020, from 7:00 AM through 5:00 PM, for the purpose of removing and replacing a utility pole in the same location, Kensington area. (District I)

RC20-5

NOW, THEREFORE, BE IT RESOLVED IT IS BY THE BOARD RESOLVED that permission is granted to PG&E to fully close Highgate Road at #44 Highgate Road, except for emergency traffic, on September 25, 2020 for the period of 7:00 AM through 5:00 PM, subject to the following conditions:

1. Traffic will be detoured via per traffic control plan reviewed by Public Works.
2. All signing to be in accordance with the California Manual on Uniform Traffic Control Devices.
3. PG&E shall comply with the requirements of the Ordinance Code of Contra Costa County.
4. Provide the County with a Certificate of Insurance in the amount of \$1,000,000.00 for Comprehensive General Public Liability which names the County as an additional insured prior to permit issuance.
5. Obtain approval for the closure from the Sheriff's Department, the California Highway Patrol and the Fire District.

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

ATTESTED: September 8, 2020

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

By: Stacey M. Boyd, Deputy

Contact: Bob Hendry (925) 674-7744

cc: Larry Gossett- Engineering Services, Randolph Sanders- Engineering Services, Bob Hendry -Engineering Services, CHP, Sheriff - Patrol Division Commander



**Contra
Costa
County**

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: September 8, 2020

Subject: Accept Offers of Dedication for Park Purposes for park acceptance PA14-00043, San Ramon (Dougherty Valley) area.

RECOMMENDATION(S):

ADOPT Resolution No. 2020/227 accepting Offers of Dedication for Park Purposes for park acceptance PA14-00043 (cross-reference subdivisions SD13-09303 and SD13-09325), for a project being developed by Western Pacific Housing, Inc., as recommended by the Public Works Director, San Ramon (Dougherty Valley) area. (District II)

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

The Offers of Dedication for Park Purposes are required per the Dougherty Valley Specific Plan for trail and creek corridor connectivity.

CONSEQUENCE OF NEGATIVE ACTION:

The Offers of Dedication for Park Purposes will not be recorded.

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

Action of Board On: **09/08/2020** 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: September 8, 2020

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

Contact: Randolph Sanders (925)
313-2111

By: Stacey M. Boyd, Deputy

AGENDA ATTACHMENTS

Resolution No. 2020/227

Offer of Dedication - Park Purposes (x-ref subdivision
SD13-09303)

Offer of Dedication- Park Purposes (x-ref subdivision SD13-09325)

MINUTES ATTACHMENTS

Signed: Resolution No. 2020/227

Recorded at the request of: Clerk of the Board

Return To: Public Works Dept- Simone Saleh

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

Adopted this Resolution on 09/08/2020 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. 2020/227

IN THE MATTER OF accepting Offers of Dedication for Park Purposes for park acceptance PA14-00043 (cross-reference subdivisions SD13-09303 and SD13-09325), for a project being developed by Western Pacific Housing, Inc., as recommended by the Public Works Director, San Ramon (Dougherty Valley) area. (District II)

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

INSTRUMENT: Offers of Dedication for Park Purposes

REFERENCE: APNs 222-670-002, 222-670-003, 222-680-042, and 222-690-038

GRANTOR: Shapell Industries, Inc.

AREA: San Ramon (Dougherty Valley)

DISTRICT: II

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

ATTESTED: September 8, 2020

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

Contact: Randolph Sanders (925) 313-2111

By: Stacey M. Boyd, Deputy

cc: Larry Gossett- Engineering Services, Randolph Sanders- Engineering Services, Renee Hutchins - Records, Karen Piona- Record, Telma Moreira - DCD, Shapell Industries, Inc., a Delaware Corp., Western Pacific Housing, Inc.

Recorded at the request of:
Contra Costa County
Board of Supervisors
Return to:
Public Works Department
Engineering Services Division
Records Section

Area: San Ramon (Dougherty Valley)
Road: Sonsilla Lane
Co. Road No.: N/A
Development No.: PA14-00043 (cross-reference subdivision SD13-09303)
APNs: 222-670-002 and 222-670-003

OFFER OF DEDICATION - PARK PURPOSES

Shapell Industries, Inc., the undersigned, being the present title owner of record of the herein described parcel of land, do hereby make an irrevocable offer of dedication to **Contra Costa County**, a political subdivision of the State of California and its successors or assigns, for park, landscaping and other public purposes, including maintenance thereof, the fee title to real property situated in the County of Contra Costa, State of California, as described in Exhibit "A" (written description)) attached hereto.

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

The provisions hereof shall inure to the benefit of **Contra Costa County** and its successors or assigns and will be binding upon the title owner of record and that owner's heirs, successors or assigns.

The undersigned executed this instrument on 7/29/2020
(Date)

(Name of owner as shown in title report)

(Signature) Steve Savage
(Print Name & Title) Steve Savage Vice President

(Signature) [Handwritten Signature]
(Print Name & Title) TOPP CALLAHAN
PRESIDENT

EXHIBIT "A"

LEGAL DESCRIPTION OF DEDICATION PROPERTY

THE LAND REFERRED TO IN THIS IRREVOCABLE OFFER OF DEDICATION IS SITUATED IN THE CITY OF SAN RAMON, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCELS I AND J, INCLUSIVE, AS SHOWN ON THE MAP ENTITLED, "SUBDIVISION 9303 GALE RANCH", FILED MAY 12, 2014 IN MAP BOOK 520, PAGE(S) 26 THROUGH 35, CONTRA COSTA COUNTY RECORDS.

Assessor's Parcel No.: 222-670-002 and 222-670-003

ACKNOWLEDGMENT

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

State of California
County of Alameda)

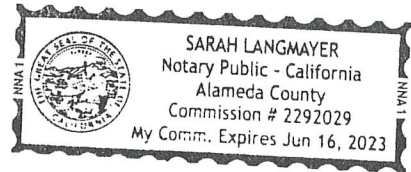
On July 29, 2020 before me, Sarah Langmayer, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)



ACKNOWLEDGMENT

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

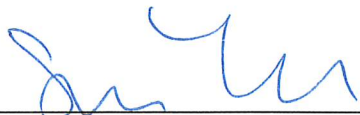
State of California
County of Alameda)

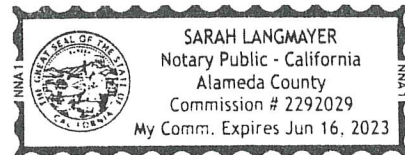
On July 29, 2020 before me, Sarah Langmayer, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)



Recorded at the request of:

Contra Costa County
Board of Supervisors

Return to:

Public Works Department
Engineering Services Division
Records Section

Area: San Ramon (Dougherty Valley)

Road: Sonsilla Lane

Co. Road No.: N/A

Development No.: PA14-00043 (cross-reference subdivision SD13-09325)

APNs: 222-690-038 and 222-680-042

OFFER OF DEDICATION - PARK PURPOSES

Shapell Industries, Inc., the undersigned, being the present title owner of record of the herein described parcel of land, do hereby make an irrevocable offer of dedication to **Contra Costa County**, a political subdivision of the State of California and its successors or assigns, for park, landscaping and other public purposes, including maintenance thereof, the fee title to real property situated in the County of Contra Costa, State of California, as described in Exhibit "A" (written description)) attached hereto.

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

The provisions hereof shall inure to the benefit of **Contra Costa County** and its successors or assigns and will be binding upon the title owner of record and that owner's heirs, successors or assigns.

The undersigned executed this instrument on 8/17/20
(Date)

(Name of owner as shown in title report)

(Signature) Steve Savage
(Print Name & Title) Steve Savage Secretary

(Signature) Todd Callahan
(Print Name & Title) Todd Callahan Division President

EXHIBIT "A"

LEGAL DESCRIPTION OF DEDICATION PROPERTY

THE LAND REFERRED TO IN THIS IRREVOCABLE OFFER OF DEDICATION IS SITUATED IN THE CITY OF SAN RAMON, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCELS V AND W, INCLUSIVE, AS SHOWN ON THE MAP ENTITLED, "SUBDIVISION 9325 GALE RANCH", FILED AUGUST 6, 2014 IN MAP BOOK 521, PAGE(S) 9 THROUGH 16, CONTRA COSTA COUNTY RECORDS.

Assessor's Parcel No.: 222-680-042 and 222-690-038

ACKNOWLEDGMENT

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

State of California
County of Alameda)

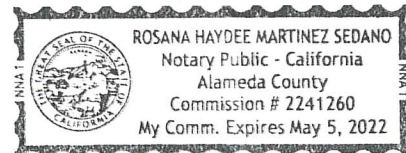
On August 17, 2020 before me, Rosana Haydee Martinez Sedano, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature *Rosana Martinez Sedano* (Seal)



Recorded at the request of: Clerk of the Board

Return To: Public Works Dept- Simone Saleh

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

Adopted this Resolution on 09/08/2020 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. 2020/227

IN THE MATTER OF accepting Offers of Dedication for Park Purposes for park acceptance PA14-00043 (cross-reference subdivisions SD13-09303 and SD13-09325), for a project being developed by Western Pacific Housing, Inc., as recommended by the Public Works Director, San Ramon (Dougherty Valley) area. (District II)

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

INSTRUMENT: Offers of Dedication for Park Purposes

REFERENCE: APNs 222-670-002, 222-670-003, 222-680-042, and 222-690-038

GRANTOR: Shapell Industries, Inc.

AREA: San Ramon (Dougherty Valley)

DISTRICT: II

Contact: Randolph Sanders (925) 313-2111

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

ATTESTED: September 8, 2020

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

Stacey M. Boyd
By: Stacey M. Boyd, Deputy

cc: Larry Gossett- Engineering Services, Randolph Sanders- Engineering Services, Renee Hutchins - Records, Karen Piona- Record, Telma Moreira - DCD, Shapell Industries, Inc., a Delaware Corp., Western Pacific Housing, Inc.



Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: September 8, 2020

Subject: Approve the Stormwater Management Facilities Operation and Maintenance Agreement for minor subdivision MS16-00009, Rodeo area.

RECOMMENDATION(S):

ADOPT Resolution No. 2020/228 approving the Stormwater Management Facilities Operation and Maintenance Agreement for minor subdivision MS16-00009, for a project being developed by Michael McGhee, as recommended by the Public Works Director, Rodeo area. (District V)

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

The Stormwater Management Facilities Operation and Maintenance Agreement is required by Condition of Approval No. 51.

CONSEQUENCE OF NEGATIVE ACTION:

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

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

Action of Board On: **09/08/2020** 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: September 8, 2020
David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: Stacey M. Boyd, Deputy

Contact: Randolph Sanders (925)
313-2111

AGENDA ATTACHMENTS

Resolution No. 2020/228

Stormwater Management Facilities Operation and Maintenance Agreement, and Right of Entry

MINUTES ATTACHMENTS

Signed: Resolution No. 2020/228

Recorded at the request of: Clerk of the Board

Return To: Public Works Dept- Simone Saleh

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

Adopted this Resolution on 09/08/2020 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. 2020/228

IN THE MATTER OF approving the Stormwater Management Facilities Operation and Maintenance Agreement for minor subdivision MS16-00009 (APN 357-140-037), Rodeo area. (District V)

WHEREAS the Public Works Director has recommended that he be authorized to execute the Stormwater Management Facilities Operation and Maintenance Agreement with Michael McGhee, as required by the Conditions of Approval for minor subdivision MS16-00009. This agreement would ensure the operation and maintenance of the stormwater facilities in accordance with the approved Stormwater Control Plan and approved Operation and Maintenance Plan for minor subdivision MS16-00009, which is located at 507 Parker Avenue in the Rodeo area.

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

Contact: Randolph Sanders (925) 313-2111

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

ATTESTED: September 8, 2020

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

By: Stacey M. Boyd, Deputy

cc: Larry Gossett- Engineering Services, Randolph Sanders- Engineering Services, Brian Louis- Engineering Services, John Steere, Watershed Program, Flood Control, Renee Hutchins - Records, Karen Piona- Record, Michael McGhee - Developer, Lexon Insurance Company

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

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

Document Title

<p>COUNTY OF CONTRA COSTA</p> <p>COVENANT RUNNING WITH THE LAND, STORMWATER MANAGEMENT FACILITIES OPERATION AND MAINTENANCE AGREEMENT, AND RIGHT OF ENTRY</p> <p>PROJECT: MS16-0009</p> <p>PROPERTY OWNER(S): Michael McGhee and Debra McGhee</p> <p>ASSESSOR'S PARCEL NUMBER(S): 357-140-037</p>
--

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

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

DEFINITIONS

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

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

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

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

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

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

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

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

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

Project: The term "**Project**" means MS16-0009, which is being developed on the Property by the Property Owner.

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

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

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

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

RECITALS

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

- A. The Property Owner is the owner of the Property and intends to develop the Property with impervious surfaces.
- B. The County is the owner of the easterly portion of Parker Avenue in the Rodeo area of unincorporated Contra Costa County, between 7.5 feet and 11.50 feet in width and 711 feet in length, located immediately north of 7th Street and the County is required to ensure that stormwater runoff from the Property meets the requirements of the NPDES Permit.
- C. To meet its obligations under the NPDES Permit, the County has required the Property Owner to construct the Stormwater Facilities.
- D. To meet its obligations under the NPDES Permit, the County has approved the Property Owner's Operation and Maintenance Plan and the Stormwater Control Plan for the Stormwater Facilities.
- E. To meet the County's obligations under the NPDES Permit, the County's Ordinance requires proper operation and maintenance in perpetuity of the Stormwater Facilities constructed on the Property.

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

AGREEMENT

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

SECTION 1

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

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

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

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

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

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

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

SECTION 2

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

SECTION 3

Right of Entry and Stormwater Facilities Inspection by the County: The Property Owner hereby grants permission to the County and its contractors and other agencies with an interest in the Stormwater Facilities, such as the Contra Costa County Flood Control and Water Conservation District, the Contra

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

SECTION 4

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

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

SECTION 5

Indemnity: The Property Owner agrees to defend, indemnify, save, and hold harmless the County and its governing board from any and all demands, losses, claims, costs, suits, liabilities, and expenses for any property damage, personal injury, or death arising directly or indirectly from or connected with the design, construction, use, operation or maintenance of the Stormwater Facilities by the Property Owner or the

presence or existence of the Stormwater Facilities on the Property, except for claims, costs, or liabilities resulting from the sole negligence or sole willful misconduct of the County. The Property Owner's obligations under this section shall include the payment of penalties, fines, attorneys' fees, experts' fees, costs, and litigation expenses, as well as liability for the release or existence of any hazardous materials on, under, or in the Property. If any action or proceeding is brought against any of the indemnitees, the Property Owner shall reimburse the indemnitees for any expenditures, including reasonable attorneys' fees and costs, incurred by the indemnitees and, if requested by any of the indemnitees, shall defend the action or proceeding at the Property Owner's sole expense with counsel reasonably acceptable to the indemnitees.

SECTION 6

Covenant Running with the Land: The covenants of the Property Owner set forth above shall run with the land, and the burdens of the covenants shall be binding upon each and every part of the Property and the Lots and upon the Property Owner and the Property Owner's successors and assigns in ownership (on any interest in the Property) for the benefit of the easterly portion of Parker Avenue in the Rodeo area of unincorporated Contra Costa County, between 7.5 feet and 11.50 feet in width and 711 feet in length, located immediately north of 7th Street and each and every part thereof. Said covenants shall inure to the benefit of and be enforceable by the County and its successors and assigns in ownership of each and every part of the above referenced road segment.

SECTION 7

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

SECTION 8

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

SECTION 9

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

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

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

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

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

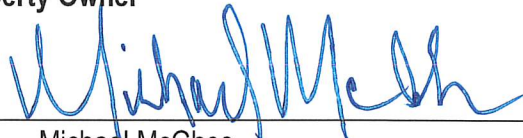
SECTION 10

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

County of Contra Costa

By: _____
Brian M. Balbas, Public Works Director

Property Owner

By: 
Michael McGhee

RECOMMENDED FOR APPROVAL:

Brian M. Balbas, Public Works Director

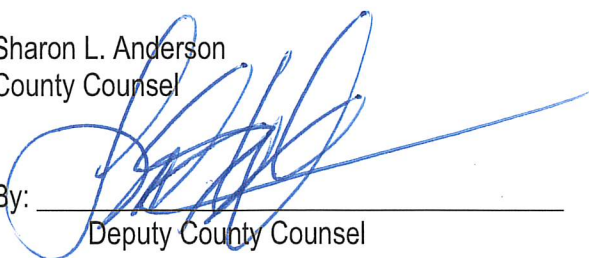
By: 
Debra McGhee

By: _____
Deputy Public Works Director

[Note: All Property Owner signatures must be notarized.]

APPROVED AS TO FORM:

Sharon L. Anderson
County Counsel

By: 
Deputy County Counsel

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



June 29, 2020
Project. No. 16-3128

EXHIBIT A
LEGAL DESCRIPTION

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

BEGINNING AT A POINT ON THE WESTERLY LINE OF BLOCK B OF SAID TOWN OF RODEO, AS DELINEATED ON THE MAP OF SAID TOWN OF RODEO, NOW ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DISTANT THEREON 500 FEET NORTHERLY FROM THE INTERSECTION OF THE WESTERLY LINE OF SAID BLOCK B WITH THE SOUTHERLY LINE OF SAID BLOCK B; THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID BLOCK B 100 FEET TO A POINT; THENCE AT RIGHT ANGLES EASTERLY AND PARALLEL WITH THE SOUTHERLY LINE OF SAID BLOCK B, 410.60 FEET TO A POINT; THENCE AT RIGHT ANGLES SOUTHERLY AND PARALLEL WITH THE WESTERLY LINE OF SAID BLOCK B, 100 FEET TO A POINT; THENCE AT RIGHT ANGLES WESTERLY AND PARALLEL WITH THE SOUTHERLY LINE OF SAID BLOCK B, 410.50 FEET TO THE PLACE OF BEGINNING.

EXCEPTING THEREFROM:

ANY PORTION LYING WITHIN THAT PORTION AS GRANTED IN THE DEED TO CONTRA COSTA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, RECORDED OCTOBER 18, 1965 IN BOOK 4974, PAGE 141 OF OFFICIAL RECORDS.

APN: 357-140-037

CONTAINING 30,069 SQUARE FEET, MORE OR LESS.

EXHIBIT "B" ATTACHED HERETO GRAPHICALLY DEPICTS THE AFORESAID DESCRIPTION.

END OF DESCRIPTION.



PARKER AVENUE (85' WIDE)

GRAPHIC SCALE

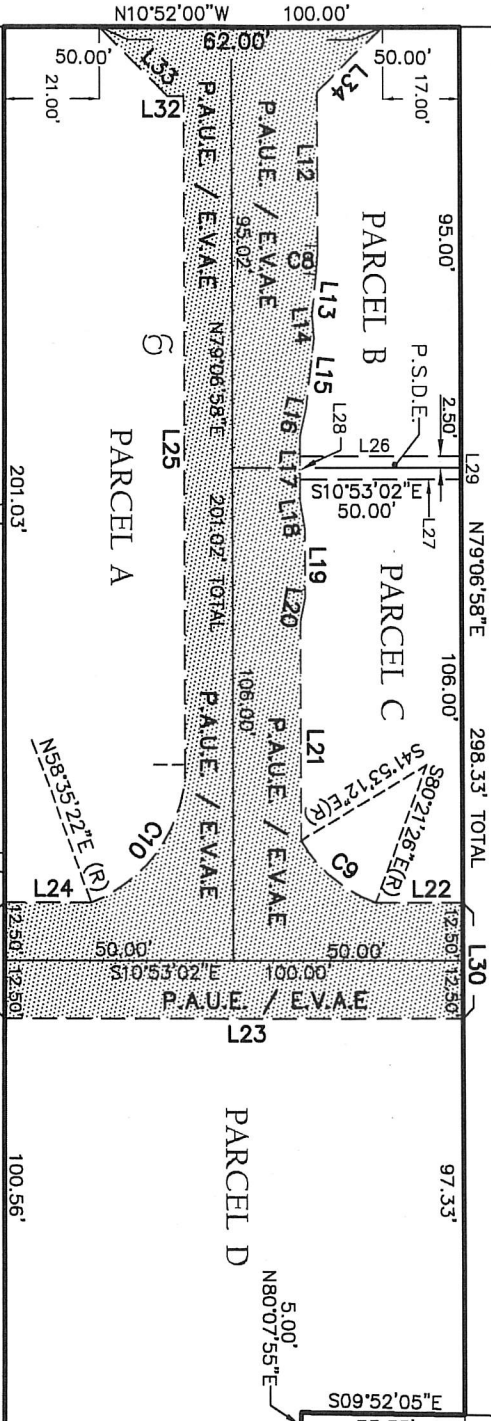


(IN FEET)
1 inch = 40 ft.

7

UNITED STATES POSTAL SERVICE
(6961 OR 213)

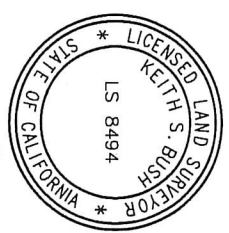
OFFICIAL MAP OF AMENDED MAP NO. 2 OF BLOCK 'A',
AND AMENDED MAP OF BLOCKS 'B' & '36E' TOWN OF RODEO
(1 OM 1)



EASEMENT CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C8	6.26'	55.00'	06°31'11"
C9	21.15'	31.50'	38°28'14"
C10	38.19'	31.50'	69°28'24"

EASEMENT LINE TABLE			
LINE	LENGTH	BEARING	
L12	33.15'	S79°06'58"W	
L13	8.71'	S85°38'09"W	
L14	4.99'	S74°04'06"W	
L15	15.10'	S85°38'09"W	
L16	6.16'	N87°55'46"W	
L17	14.00'	S79°06'58"W	
L18	6.08'	S69°39'13"W	
L19	15.00'	S79°06'58"W	
L20	5.10'	N89°34'26"W	
L21	47.22'	S79°06'58"W	
L22	19.05'	S10°53'02"E	
L23	100.00'	S10°53'02"E	
L24	19.05'	S10°53'02"E	
L25	144.02'	S79°06'58"W	
L26	35.00'	S10°53'02"E	
L27	35.00'	S10°53'02"E	
L28	5.00'	S79°06'58"W	
L29	5.00'	N79°06'58"E	
L30	25.00'	N79°06'58"E	
L31	25.00'	S79°06'58"W	
L32	3.50'	S10°53'02"W	
L33	21.21'	S34°07'27"W	
L34	19.80'	N55°52'33"W	

BASIS OF BEARINGS: THE LINE BETWEEN THE TWO FOUND MONUMENTS IN PARKER AVENUE, AT 4TH & 6TH STREETS, AS SHOWN ON THE RECORD OF SURVEY FILED MARCH, 1997 IN BOOK 111 OF LSM, AT PAGE 24, TAKEN AS N10°52'00"W.



LEGEND	
()	RECORD DATA
POB	POINT OF BEGINNING
E.V.A.E.	EMERGENCY VEHICLE ACCESS EASEMENT
P.A.U.E.	PRIVATE ACCESS & UTILITY EASEMENT
P.S.D.E.	PRIVATE STORM DRAIN EASEMENT
---	ADJACENT PARCEL/LOT LINE
---	EASEMENT LINE
---	HISTORIC PARCEL/LOT LINE
---	NEW PARCEL LINE
---	SUBJECT PARCEL LINE
---	TIE LINE

NOTE: THE PARENT PARCEL SHOWN HEREON IS REAL PROPERTY DESCRIBED IN THAT CERTAIN DEED RECORDED ON JUNE 13, 2016, AS DOCUMENT NO. 2016-0114522. THE PLAT ALSO DEPICTS A SUBDIVISION OF SAID PARENT PARCEL PURSUANT TO MS 16-0009. AS OF THE DATE OF THIS PLAT, MS 16-0009 HAS NOT BEEN FILED.

EXHIBIT "B"

PLAT TO ACCOMPANY LEGAL DESCRIPTION BAY AREA LAND SURVEYING INC.

3065 RICHMOND PKWY, SUITE 101
RICHMOND, CA 94806
(510) 223-5167

APN'S 357-140-037 SHIT. 1 OF 1 PARKER3128-ESMT 16-3128

ACKNOWLEDGMENT

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

State of California)

County of Contra Costa)


On August 10, 2020, before me, Corina DiGrazia Notary Public

Notary Public, personally appeared Michael McGhee and Debra McGhee

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

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

WITNESS my hand and official seal.

Signature of Notary Public 



(SEAL)

Recorded at the request of: Clerk of the Board

Return To: Public Works Dept- Simone Saleh

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

Adopted this Resolution on 09/08/2020 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. 2020/228

IN THE MATTER OF approving the Stormwater Management Facilities Operation and Maintenance Agreement for minor subdivision MS16-00009 (APN 357-140-037), Rodeo area. (District V)

WHEREAS the Public Works Director has recommended that he be authorized to execute the Stormwater Management Facilities Operation and Maintenance Agreement with Michael McGhee, as required by the Conditions of Approval for minor subdivision MS16-00009. This agreement would ensure the operation and maintenance of the stormwater facilities in accordance with the approved Stormwater Control Plan and approved Operation and Maintenance Plan for minor subdivision MS16-00009, which is located at 507 Parker Avenue in the Rodeo area.

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

Contact: Randolph Sanders (925) 313-2111

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

ATTESTED: September 8, 2020

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

Stacey M Boyd
By: Stacey M. Boyd, Deputy

cc: Larry Gossett- Engineering Services, Randolph Sanders- Engineering Services, Brian Louis- Engineering Services, John Steere, Watershed Program, Flood Control, Renee Hutchins - Records, Karen Piona- Record, Michael McGhee - Developer, Lexon Insurance Company



Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: September 8, 2020

Subject: Approve the Parcel Map and Subdivision Agreement for minor subdivision MS16-00009, Rodeo area.

RECOMMENDATION(S):

ADOPT Resolution No. 2020/229 approving the Parcel Map and Subdivision Agreement for minor subdivision MS16-00009, for a project being developed by Michael McGhee, as recommended by the Public Works Director, Rodeo area. (District V)

FISCAL IMPACT:

No fiscal Impact.

BACKGROUND:

The Public Works Department has reviewed the conditions of approval for minor subdivision MS16-00009 and has determined that all conditions of approval for Parcel Map approval have been satisfied.

CONSEQUENCE OF NEGATIVE ACTION:

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

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/08/2020** 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: September 8, 2020
David J. Twa, County Administrator and Clerk of the Board of Supervisors

By: Stacey M. Boyd, Deputy

Contact: Randolph Sanders (925)
313-2111

AGENDA ATTACHMENTS

Resolution No. 2020/229

Parcel Map

Subdivision Agreement & Improvement Security Bond for Subdivision Agreement

Tax Letter & Bond

MINUTES ATTACHMENTS

Signed: Resolution No. 2020/229

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

Adopted this Resolution on 09/08/2020 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. 2020/229

IN THE MATTER OF approving the Parcel Map and Subdivision Agreement for minor subdivision MS16-00009, for a project being developed by Michael McGhee, as recommended by the Public Works Director, Rodeo area. (District V)

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

I. Map

The Parcel Map of minor subdivision MS16-00009, property located in the Rodeo area, Supervisorial District V, said map having been certified by the proper officials.

II. Subdivision Agreement

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

A. Cash Bond

Performance amount: \$2,610.00

Auditor's Deposit Permit No. 813021 Date: August 13, 2020

Submitted by: Michael McGhee

B. Surety Bond

Bond Company: Lexon Insurance Company

Bond Number: LICX1197438 Date: August 4, 2020

Performance Amount: \$258,390.00

Labor & Materials Amount: \$130,500.00

Principal: Michael McGhee

III. Tax Letter

Letter from the County Tax Collector stating that there are no unpaid County taxes heretofore levied on the property included in said map and that the 2019-2020 tax lien has been paid in full and the 2020-2021 tax lien, which became a lien on the first day of January 2020, is estimated to be 15,720.00, with security guaranteeing payment of said tax lien as follows:

● Tax Surety

Bond Company: Lexon Insurance Company

Bond Number: LICX1197442 Date: August 4, 2020

Amount: \$15,720.00

Submitted by/Principal: Michael McGhee

NOW, THEREFORE, BE IT RESOLVED:

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

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

ATTESTED: September 8, 2020

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

Contact: Randolph Sanders (925) 313-2111

By: Stacey M. Boyd, Deputy

cc: Larry Gossett- Engineering Services, Randolph Sanders- Engineering Services, Brian Louis- Engineering Services, Chris Hallford -Mapping , Michael Mann- Finance, Stanley Muroaka- DCD, Michael McGhee - Developer, Lexon Insurance Company, Old Republic Title Company, T- 7/08/2021

OWNERS' STATEMENT:

THE UNDERSIGNED, BEING THE ONLY PARTIES HAVING A RECORD TITLE INTEREST IN THE LANDS DESIGNATED AND EMBODIED WITHIN THE EXTERIOR BOUNDARY LINES ON THE HEREIN EMBODIED SUBDIVISION MAP DO HEREBY CONSENT TO THE PREPARATION AND FILING OF THIS MAP.

THE UNDERSIGNED ALSO HEREBY STATES THAT:

THE AREAS IN PARCELS 'A' THROUGH 'D', DESIGNATED AS "P.A.U.E." (PRIVATE ACCESS & UTILITY EASEMENT) ARE A NON-EXCLUSIVE EASEMENT AND ARE HEREBY RESERVED FOR THE PURPOSE OF PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS, CONSTRUCTING AND MAINTAINING PRIVATE UTILITIES, SEWERS, STORM DRAINS, AND ALL APPURTENANCES THERETO FOR THE BENEFIT OF THE OWNERS OF PARCELS 'A' THROUGH 'D'. THIS AREA SHALL BE KEPT FREE OF PARKED VEHICLES AND OBSTRUCTIONS AND REMAIN AVAILABLE FOR PEDESTRIAN AND VEHICULAR ACCESS AT ALL TIMES. CONSTRUCTION AND MAINTENANCE OF EASEMENTS SHALL BE SHARED EQUALLY AMONG THE OWNERS OF PARCELS A THROUGH D, THEIR HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS, AND ASSIGNS.

THE AREAS IN PARCELS 'A' THROUGH 'D', DESIGNATED AS 'E.V.A.E.' (EMERGENCY VEHICLE ACCESS EASEMENT) ARE A NON-EXCLUSIVE EASEMENT AND ARE HEREBY RESERVED FOR THE PURPOSE OF PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS THROUGHOUT THE DESIGNATED AREAS. THIS AREA SHALL BE KEPT FREE OF PARKED VEHICLES, OBSTRUCTIONS AND AVAILABLE FOR VEHICULAR ACCESS AT ALL TIMES.

THE AREAS IN PARCELS 'B' AND 'C', DESIGNATED AS "P.S.D.E." (PRIVATE STORM DRAIN EASEMENT) ARE HEREBY RESERVED FOR THE PURPOSE OF STORM DRAIN AND ALL APPURTENANCES THERETO FOR THE BENEFIT OF THE OWNERS OF PARCELS 'B' AND 'C'. THIS AREA SHALL BE KEPT FREE OF OBSTRUCTIONS AND AVAILABLE FOR VEHICULAR ACCESS AT ALL TIMES. CONSTRUCTION AND MAINTENANCE OF EASEMENTS SHALL BE SHARED EQUALLY AMONG THE OWNERS OF PARCELS 'B' AND 'C', THEIR HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS, AND ASSIGNS.

THE OWNERS OF PARCEL A AND B REINQUISH ABUTTER'S RIGHTS-OF-ACCESS ALONG PARKER AVENUE WITH THE EXCEPTION OF THE PRIVATE ROAD INTERSECTION.

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

Michael McGhee
MICHAEL MCGHEE

06-2-2020
DATE:

Debra McGhee
DEBRA MCGHEE

06/2/2020
DATE:

NOTE: PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 66445(E) TRUSTEE AND/OR BENEFICIARY SIGNATURES ARE NOT SHOWN HEREON.

OWNERS' ACKNOWLEDGMENT:

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

STATE OF CALIFORNIA }
COUNTY OF CONTRA COSTA } SS

ON 06/2/2020 BEFORE ME, AMY DOUGLAS, NOTARY PUBLIC
(INSERT NAME AND TITLE OF THE OFFICER)

PERSONALLY APPEARED MICHAEL MCGHEE & DEBRA MCGHEE
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME IN THEIR AUTHORIZED CAPACITIES, AND THAT BY THEIR SIGNATURES ON THE INSTRUMENT THE PERSONS, OR THE ENTITY UPON BEHALF OF WHICH THE PERSONS 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.

SIGNATURE MY HAND:

SIGNATURE OF NOTARY: *amy douglas*

PRINTED NAME OF NOTARY: AMY DOUGLAS

(NOTE: SEAL OPTIONAL IF THE FOLLOWING INFORMATION IS COMPLETED)

MY COMMISSION EXPIRES: 12/31/2023

MY COMMISSION NUMBER: 2315593

COUNTY OF PRINCIPAL PLACE OF BUSINESS: CONTRA COSTA

CLERK OF THE BOARD OF SUPERVISORS CERTIFICATE

I, DAVID TWA, CLERK OF THE BOARD OF SUPERVISORS AND COUNTY ADMINISTRATOR OF THE COUNTY OF CONTRA COSTA, DO HEREBY CERTIFY THAT THE MAP AND THE AFFIDAVIT FOREGOING WAS ENTITLED "SUBDIVISION MS 16-0009", CONTRA COSTA COUNTY, CALIFORNIA, WAS PRESENTED TO SAID BOARD OF SUPERVISORS, AS PROVIDED BY LAW, AT A REGULAR MEETING THEREOF HELD ON THE _____ DAY OF _____, 20____, AND THAT SAID BOARD OF SUPERVISORS DID THEREUPON BY RESOLUTION DULY PASSED AND ADOPTED AT SAID MEETING, APPROVE SAID MAP AND DID ACCEPT SUBJECT TO INSTALLATION AND ACCEPTANCE OF IMPROVEMENTS ON BEHALF OF THE PUBLIC ALL OF THE STREETS, ROADS, AVENUES, PARCELS OR EASEMENTS SHOWN THEREON AS DEDICATED TO PUBLIC USE.

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

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS _____ DAY OF _____, 20____.

DAVID TWA
CLERK OF THE BOARD OF SUPERVISORS AND
CHIEF ASSISTANT COUNTY ADMINISTRATOR,
CONTRA COSTA COUNTY, STATE OF CALIFORNIA

BY: _____
DEPUTY CLERK

COUNTY SURVEYOR'S STATEMENT:

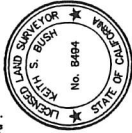
I, JAMES A. STEIN, COUNTY SURVEYOR OF THE COUNTY OF CONTRA COSTA, CALIFORNIA, HEREBY STATE THAT I HAVE EXAMINED THE HEREON EMBODIED MAP ENTITLED "PARCEL MAP SUBDIVISION MS 16-0009", AND THAT SAID SUBDIVISION MAP IS SUBSTANTIALLY THE SAME AS THAT APPEARING ON THE TENTATIVE PARCEL MAP AND ALL APPROVED ALTERATIONS THEREOF; THAT SAID SUBDIVISION MAP COMPLIES WITH ALL PROVISIONS OF SECTION 56000 OF THE CALIFORNIA GOVERNMENT CODE, AND THE LOCAL ORDINANCES APPLICABLE AT THE TIME OF THE TENTATIVE MAP; AND THAT I AM SATISFIED THAT THE MAP IS TECHNICALLY CORRECT.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND THIS _____ DAY OF _____, 20____.

JAMES A. STEIN, L.S. NO. 6571
COUNTY SURVEYOR
CONTRA COSTA COUNTY
STATE OF CALIFORNIA

SURVEYOR'S STATEMENT:

THIS PARCEL MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF MICHAEL MCGHEE IN MARCH OF 2016. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE PARCEL MAP. IF ANY, I HEREBY STATE THAT THE MONUMENTS ARE THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, AND THE MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, I HEREBY FURTHER STATE THAT ALL MONUMENTS SET PER THIS PARCEL MAP SHALL BE SET WITHIN ONE YEAR OF THE FILING OF THIS PARCEL MAP.



Keith S. Bush
KEITH S. BUSH, L.S. 8494
DATE: 5/27/2020

RECORDER'S STATEMENT:

FILED THIS _____ DAY OF _____, 20____, AT _____ M. IN _____ OF PARCEL MAPS, AT PAGES _____ AT REQUEST OF OLD REPUBLIC TITLE COMPANY.

DEBORAH COOPER
COUNTY RECORDER
COUNTY OF CONTRA COSTA
STATE OF CALIFORNIA

BY: _____
DEPUTY COUNTY RECORDER

**PARCEL MAP
SUBDIVISION MS 16-0009**

BEING REAL PROPERTY DESCRIBED IN THAT CERTAIN DEED RECORDED ON JUNE 13, 2016, AS DOCUMENT NO. 2016-0114522 ALSO BEING A PORTION OF LOT 6, BLOCK 'B' OF "OFFICIAL MAP OF AMENDED MAP NO. 2 OF BLOCK 'A' AND AMENDED MAP OF BLOCKS 'B' AND '36E' IN THE TOWN OF RODEO" (1 OM 1)

CONTRA COSTA COUNTY, CALIFORNIA
MAY, 2020

BAY AREA LAND SURVEYING INC.
3065 RICHMOND PARKWAY, SUITE 101
RICHMOND, CA 94806
(510) 223-5167

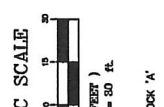


LEGEND
FOUND CITY WELL MONUMENT AS NOTED
FOUND RAILROAD SPIKE AS NOTED
FOUND IRON PIPE AS NOTED
SET REBAR & CAP L.S. #494
SET NAIL & TAG L.S. #484 IN CONCRETE
MEASURED IN DATA
IP. IRON PIPE
RRS. RAILROAD SPIKE
SNF. SEARCHED FOR NOT FOUND
PS.D.E. PRIVATE ACCESS & UTILITY EASEMENT
P.S.D.E. PRIVATE STORM DRAIN EASEMENT
ABUTTER'S RIGHTS RELINQUISHED
PT-X. REFERENCE POINT PER (674 OR 145)
ADJACENT PARCEL/LOT LINE
EASEMENT LINE
HISTORIC PARCEL/LOT LINE
MONUMENT LINE
NEW PARCEL LINE
SUBJECT PARCEL LINE
THE LINE

PARCEL AREA TABLE
PARCEL A 10.55 SQ. FT.
PARCEL B 8.10 SQ. FT.
PARCEL C 4.30 SQ. FT.
PARCEL D 9.65 SQ. FT.
TOTAL AREA 30.60 SQ. FT.

EASEMENT CURVE TABLE
CURVE LENGTH RADIUS DIETA
C9 8.35' 85.00' 0.00
C10 34.17' 51.00' 0.00

EASEMENT LINE TABLE
LINE LENGTH BEARING
L1 5.00' S79°06'58"W
L2 5.00' S79°06'58"W
L3 5.00' S79°06'58"W
L4 5.00' S79°06'58"W
L5 5.00' S79°06'58"W
L6 5.00' S79°06'58"W
L7 5.00' S79°06'58"W
L8 5.00' S79°06'58"W
L9 5.00' S79°06'58"W
L10 5.00' S79°06'58"W
L11 5.00' S79°06'58"W
L12 5.00' S79°06'58"W
L13 5.00' S79°06'58"W
L14 5.00' S79°06'58"W
L15 5.00' S79°06'58"W
L16 5.00' S79°06'58"W
L17 5.00' S79°06'58"W
L18 5.00' S79°06'58"W
L19 5.00' S79°06'58"W
L20 5.00' S79°06'58"W
L21 5.00' S79°06'58"W
L22 5.00' S79°06'58"W
L23 5.00' S79°06'58"W
L24 5.00' S79°06'58"W
L25 5.00' S79°06'58"W
L26 5.00' S79°06'58"W
L27 5.00' S79°06'58"W
L28 5.00' S79°06'58"W
L29 5.00' S79°06'58"W
L30 5.00' S79°06'58"W
L31 5.00' S79°06'58"W
L32 5.00' S79°06'58"W
L33 5.00' S79°06'58"W
L34 5.00' S79°06'58"W

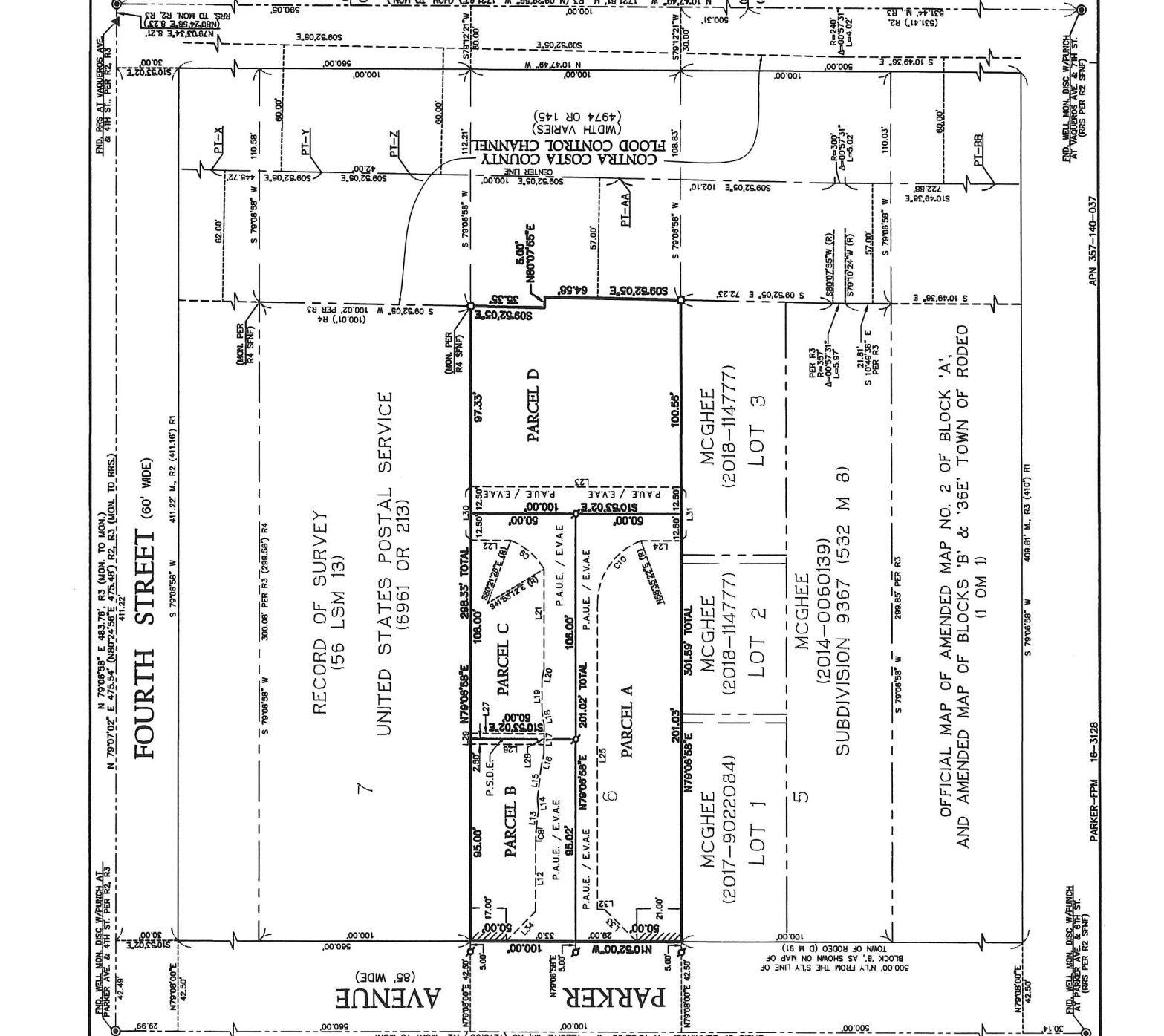


MAP REFERENCES:
R1 AMENDED MAP NO. 2 OF BLOCK 'A'
AND AMENDED MAP OF 'B' & 'C' (1 M 1)
R2 RECORD OF SURVEY (111 LSM 24)
R3 SUBDIVISION SURV. (532 M 8)
R4 RECORD OF SURVEY (58 LSM 13)

BASIS OF BEARINGS:
THE LINE BETWEEN THE TWO FOUND
BLOCKS 'B' & 'C' OF RECORD NO. 2 OF
6TH STREETS, AS SHOWN ON THE RECORD OF
SURVEY FILED MARCH, 1997 IN BOOK 111 OF
LSM, AT PAGE 24, TAKEN AS N 105°20'00" W.

BASIS OF SURVEY:
THE LOT LOCATION WAS BASED UPON THE AMENDED
LOT RECORD OF SURVEY FOR BLOCK 'A' AND
BLOCKS 'B' & 'C' OF RECORD NO. 2 OF 6TH
STREETS, ESTABLISHING THE RIGHT OF WAY
LINES OF PARKER, VAQUEROS AVENUES AND
FOURTH STREET.

NOTE:
UNDER CONSTRUCTION
IMPROVEMENTS WITHIN PARKER, VAQUEROS
AVENUES AND 6TH STREET AS A RESULT OF
EASEMENT NOT CONSTRUCTED. AS A RESULT
MONUMENTS AND CORNERS SET ALONG NORTHERLY
BOUNDARY LINE OF SAID MAP WERE NOT FOUND.



PARCEL MAP SUBDIVISION MS 16-0009

BEING REAL PROPERTY DESCRIBED IN THAT CERTAIN DEED
RECORDED ON JUNE 13, 2016, AS DOCUMENT NO. 2016-0114522
ALSO BEING A PORTION OF LOT 6, BLOCK 'B' OF "OFFICIAL MAP
OF AMENDED MAP NO. 2 OF BLOCK 'A' AND AMENDED MAP OF
BLOCKS 'B' & 'C' IN THE TOWN OF RODEO" (1 OM 1)
CONTRA COSTA COUNTY, CALIFORNIA
MAY, 2020 SCALE 1" = 30'
BAY AREA LAND SURVEYING INC.
3085 RICHMOND PARKWAY, SUITE 101
RICHMOND, CA 94806
(510) 223-5167

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

Subdivision: MS16-0009
Subdivider: Michael McGhee

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


THESE SIGNATURES ATTEST TO THE PARTIES' AGREEMENT HERETO:

CONTRA COSTA COUNTY

Brian M. Balbas, Public Works Director

By: _____

SUBDIVIDER



Print Name Michael McGhee
Print Title Owner

RECOMMENDED FOR APPROVAL:

By: _____
Engineering Services Division

Print Name: _____
Print Title: _____

FORM APPROVED: Silvano B. Marchesi, County Counsel

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

1. **PARTIES & DATE.** Effective on the above date, the County of Contra Costa, California (hereinafter "County"), and the above-mentioned Subdivider mutually promise and agree as follows concerning this Subdivision:
2. **IMPROVEMENTS.** Subdivider agrees to install certain road improvements (both public and private), drainage improvements, signs, street lights, fire hydrants, landscaping and such other improvements (including appurtenant equipment) as required in the improvement plans for this Subdivision as reviewed and on file with the Contra Costa County Public Works Department, as required by the Conditions of Approval for this Subdivision, and in conformance with the Contra Costa County Ordinance Code, including future amendments thereto (hereinafter "Ordinance Code").

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

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

A. **For Performance and Guarantee:** \$ 2,610.00 cash, plus additional security, in the amount of \$ 258,390.00, which together total one hundred percent (100%) of the estimated cost of the Work. Such additional security is presented in the form of:

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

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

B. **For Payment:** Security in the amount: \$ 130,500.00, which is fifty percent (50%) of the estimated cost of the Work. Such security is presented in the form of:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California }
County of Contra Costa }

CORINA DIGRAZIA-NOTARY PUBLIC

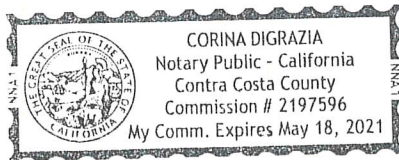
On August 10, 2020 before me, Here Insert Name and Title of the Officer

personally appeared Michael McGhee Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature] Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

Corporate Officer - Title(s): _____ Corporate Officer - Title(s): _____

Partner - Limited General Partner - Limited General

Individual Attorney in Fact Individual Attorney in Fact

Trustee Guardian or Conservator Trustee Guardian or Conservator

Other: _____ Other: _____

Signer is Representing: _____ Signer is Representing: _____

Subdivision: MS16-0009
Bond No.: LICX1197438
Premium: TBD
Any claim under this Bond should be sent
to the following address:
Sompo International - Claims
12890 Lebanon Road
Mount Juliet, TN 37122

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

1. **RECITAL OF SUBDIVISION AGREEMENT.** The Principal has executed an agreement with the County of Contra Costa (hereinafter "County") to install and pay for street, drainage and other improvements in Subdivision 16-0009 as specified in the Subdivision Agreement, and to complete said work within the time specified for completion in the Subdivision Agreement, all in accordance with State and local laws and rulings thereunder in order to satisfy conditions for filing of the Final Map or Parcel Map for said subdivision. Under the terms of the Subdivision Agreement, Principal is required to furnish a bond to secure the faithful performance of the Subdivision Agreement and payment to laborers and materialmen.

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

(A. Performance and Guarantee) TWO HUNDRED FIFTY-EIGHT THOUSAND THREE HUNDRED AND NINETY 00/100 Dollars (\$ 258,390.00) for itself or any city assignee under the above Subdivision Agreement.

(B. Payment) ONE HUNDRED TWENTY-NINE THOUSAND ONE HUNDRED NINETY-FIVE AND 00/100 Dollars (\$ 129,195.00) to secure the claims to which reference is made in Title XV (commencing with Section 3082) of Part 4 of Division III of the Civil Code of the State of California.

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

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

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

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

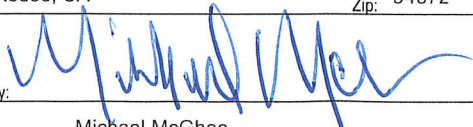
It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their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

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

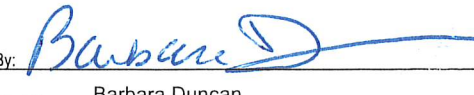
C. No change, extension of time, alteration, or addition to the terms of said Subdivision Agreement or the work to be performed thereunder or any plan or specifications of said work, agreed to by the Principal and the County of Contra Costa (or city assignee) shall relieve any Surety from liability on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

SIGNED AND SEALED on August 4, 2020

Principal: Michael McGhee
Address: 507 Parker Ave
Rodeo, CA Zip: 94572

By: 
Print Name: Michael McGhee
Title: Owner

Surety: Lexon Insurance Company
Address: 10002 Shelbyville Rd. Ste. 100
Louisville, KY Zip: 40223

By: 
Print Name: Barbara Duncan
Title: Attorney-in-Fact

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

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

ACKNOWLEDGMENT

PRINCIPAL

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

State of California)
County of Contra Costa)

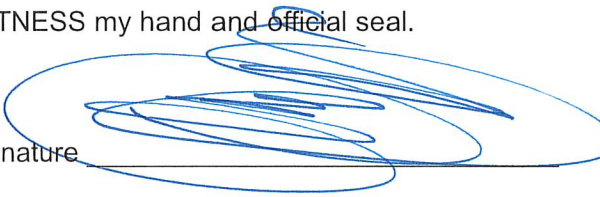
On August 10, 2020 before me, Corina DiGrazia Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature

 (Seal)



ACKNOWLEDGMENT
SURETY

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 Kentucky)
County of Jefferson)

On August 4, 2020 before me, Leigh McCarthy, Notary
(insert name and title of the officer)

personally appeared Barbara Duncan, Attorney-in Fact for Lexon Insurance Company, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature  (Seal)
My Commission Expires 11/25/2023





POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS, that Endurance Assurance Corporation, a Delaware corporation, Endurance American Insurance Company, a Delaware corporation, Lexon Insurance Company, a Texas corporation, and/or Bond Safeguard Insurance Company, a South Dakota corporation, each, a "Company" and collectively, "Sompo International," do hereby constitute and appoint: Brook T. Smith, Raymond M. Hundley, Jason D. Cromwell, James H. Martin, Barbara Duncan, Sandra L. Fusinetti, Mark A. Guidry, Jill Kemp, Lynnette Long, Amy Bowers, Deborah Neichter, Theresa Pickerrell, Sheryon Quinn, Beth Frymire, Leigh McCarthy, Michael Dix, Susan Ritter, Ryan Britt as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of One Hundred Million Dollars (\$100,000,000.00).

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019 and said resolution has not since been revoked, amended or repealed:

RESOLVED, that the signature of an individual named above and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signature or seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

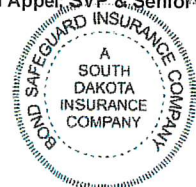
IN WITNESS WHEREOF, each Company has caused this instrument to be signed by the following officers, and its corporate seal to be affixed this 15th day of June, 2019.

Endurance Assurance Corporation
By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel

Endurance American Insurance Company
By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel

Lexon Insurance Company
By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel

Bond Safeguard Insurance Company
By: *Richard M Appel*
Richard Appel; SVP & Senior Counsel



ACKNOWLEDGEMENT

On this 15th day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/she is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: *Amy Taylor*
Amy Taylor, Notary Public - My Commission Expires 5/9/23



CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
2. The following are resolutions which were adopted by the sole shareholder of each Company by unanimous written consent effective June 15, 2019 and said resolutions have not since been revoked, amended or modified:

"RESOLVED, that each of the individuals named below is authorized to make, execute, seal and deliver for and on behalf of the Company any and all bonds, undertakings or obligations in surety or co-surety with others: RICHARD M. APPEL, BRIAN J. BEGGS, CHRISTOPHER DONELAN, SHARON L. SIMS, CHRISTOPHER L. SPARRO, MARIANNE L. WILBERT
; and be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."

3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 4th day of Aug, 2020.

By: *Daniel S. Lurie*
Daniel S. Lurie, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

No coverage is provided by this Notice nor can it be construed to replace any provisions of any surety bond or other surety coverage provided. This Notice provides information concerning possible impact on your surety coverage due to directives issued by OFAC. Please read this Notice carefully.

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Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com

Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870



Lexon Insurance Company
Bond Safeguard Insurance Company

RIDER

Attaching to and forming a Part of Lexon Insurance Company Bond No. LICX1197438
(Surety)
issued on August 4, 2020 for Michael McGhee
(Date Bond Originally Issued) (Principal)
In favor of County of Contra Costa, CA
(Obligee)

It is hereby understood and agreed that the said bond is **AMENDED** as follows:

Current Payment Amount: \$129,195.00

New Payment Amount: \$130,500.00

Said Bond shall be subject to all its terms, conditions, and limitations, except as herein expressly modified.

This Bond Rider shall become effective on August 4, 2020.

IN WITNESS WHEREOF, Lexon Insurance Company has caused its corporate seal to be
(Surety)
hereunto affixed this 19th day of August, 20 20.

Lexon Insurance Company
(Surety) (seal)
BY: Barbara Duncan
Barbara Duncan, Attorney In Fact
(Name)



POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS, that Endurance Assurance Corporation, a Delaware corporation, Endurance American Insurance Company, a Delaware corporation, Lexon Insurance Company, a Texas corporation, and/or Bond Safeguard Insurance Company, a South Dakota corporation, each, a "Company" and collectively, "Sompo International," do hereby constitute and appoint: Brook T. Smith, Raymond M. Hundley, Jason D. Cromwell, James H. Martin, Barbara Duncan, Sandra L. Fusinetti, Mark A. Guidry, Jill Kemp, Lynnette Long, Amy Bowers, Deborah Neichter, Theresa Pickerrell, Sheryon Quinn, Beth Fymire, Leigh McCarthy, Michael Dix, Susan Ritter, Ryan Britt as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of One Hundred Million Dollars (\$100,000,000.00).

Such bonds and undertakings for said purposes, when duly executed by said attorney(s)-in-fact, shall be binding upon the Company as fully and to the same extent as if signed by the President of the Company under its corporate seal attested by its Corporate Secretary.

This appointment is made under and by authority of certain resolutions adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019, a copy of which appears below under the heading entitled "Certificate".

This Power of Attorney is signed and sealed by facsimile under and by authority of the following resolution adopted by the sole shareholder of each Company by unanimous written consent effective the 15th day of June, 2019 and said resolution has not since been revoked, amended or repealed:

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Endurance Assurance Corporation

Endurance American Insurance Company

Lexon Insurance Company

Bond Safeguard Insurance Company

By: Richard Appel; SVP & Senior Counsel

By: Richard Appel; SVP & Senior Counsel

By: Richard Appel; SVP & Senior Counsel

By: Richard Appel; SVP & Senior Counsel



ACKNOWLEDGEMENT

On this 15th day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/she is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: Amy Taylor, Notary Public - My Commission Expires 5/9/23



CERTIFICATE

I, the undersigned Officer of each Company, DO HEREBY CERTIFY that:

- 1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
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; and be it further

RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."

- 3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 19th day of August 2020.

By: Daniel S. Lurie, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

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Any reproductions are void.

Surety Claims Submission: LexonClaimAdministration@sompo-intl.com

Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

ACKNOWLEDGMENT
SURETY

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 Kentucky)
County of Jefferson)

On August 19, 2020 before me, Leigh McCarthy, Notary
(insert name and title of the officer)

personally appeared Barbara Duncan, Attorney-in Fact for Lexon Insurance Company, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature  (Seal)
Leigh McCarthy, My Commission Expires 11/25/2023

Leigh McCarthy
NOTARY PUBLIC
STATE AT LARGE, KENTUCKY
ID # 636095
MY COMMISSION EXPIRES NOV. 25, 2023

ACKNOWLEDGMENT

PRINCIPAL

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

State of California)
County of Contra Costa)

On August 20, 2020 before me, Corina DiGrazia Notary Public
(insert name and title of the officer)

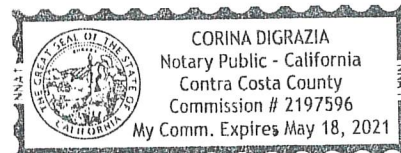
personally appeared Michael McGhee
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their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

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

WITNESS my hand and official seal.

Signature 

(Seal)



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

Contra Costa County

Russell V. Watts
County Treasurer-Tax Collector

Brice B. Bins
Chief Deputy Treasurer-Tax Collector

Lulis Lopez
Assistant Tax Collector



Date: 7/24/2020

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

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

<u>Tract / MS #</u>	<u>City</u>	<u>T.R.A.</u>
16-0009	RODEO	62058
Parcel #: 357-140-037-7		

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


The 2019-2020 tax lien has been paid in full. Our estimate of the 2020-2021 tax lien, which became a Lien on the **1st day of January, 2020** is :

\$15,720.00

This tract is not subject to a 1915 Act Bond.

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

RUSSEL V. WATTS
Treasurer-Tax Collector

By: 

<u>PRINCIPAL</u>	<u>TITLE COMPANY</u>	<u>SURETY</u>
<u>Michael McGhee</u>	<u>Old Republic Title Company</u>	<u>Lexon Insurance Company</u>
<u>507 Parker Ave.</u> Street Address	<u>1000 Burnett Ave., #400</u> Street Address	<u>10002 Shelbyville Rd. Ste. 100</u> Street Address
<u>Rodeo, CA 94572</u> City, State, Zip	<u>Concord, CA 94520</u> City, State, Zip	<u>Louisville, KY 40223</u> City, State, Zip
<u>Michael McGhee</u> Contact Person	<u>Dawn Cabral</u> Contact Person	<u>Ryan Britt</u> Contact Person
<u>510-409-8072</u> Phone Number	<u>(925) 687-7880</u> Phone Number	<u>502-238-1236</u> Phone Number

BOND AGAINST TAXES

Bond No. LICX1197442

KNOW ALL MEN BY THESE PRESENTS:

THAT Michael McGhee, as Principal and Lexon Insurance Company, as Surety, a corporation organized and existing under the laws of the State of Texas and authorized to transact surety business in California are held and firmly bound unto the County of Contra Costa, State of California, in the penal sum of **FIFTEEN THOUSAND SEVEN HUNDRED TWENTY DOLLARS (\$15,720.00)**, to be paid to the said County of Contra Costa, for the payment of which will and truly be made, we and each of us bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

Sealed with our seals and dated this 4th day of August, 2020.

The conditions of the above obligation is such that WHEREAS, the above bound Principal is about to file map(s) entitled **PARCEL MAP SUBDIVISION MS 16-0009** covering a subdivision of a tract of land in said County of Contra Costa, and there are certain liens for taxes and special assessments collected as taxes, for the 2020-2021 tax year, against said tract of land covered by said map(s), which taxes and special assessments collected as taxes, are not as yet due or payable.

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

PRINCIPAL: Michael McGhee

By: 

Michael McGhee

SURETY: Lexon Insurance Company

By: 

Barbara Duncan; Attorney-in-Fact

(ALL SIGNATURES MUST BE NOTARIZED)

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

State of California

County of Contra Costa

On August 10, 2020, 2020, before me Corina DiGrazia, a Notary Public, personally appeared Michael McGhee,

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

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

WITNESS my hand and official seal.

Signature: [Handwritten Signature]



ACKNOWLEDGMENT
SURETY

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State of Kentucky)
County of Jefferson)

On August 4, 2020 before me, Leigh McCarthy, Notary
(insert name and title of the officer)

personally appeared Barbara Duncan, Attorney-in Fact for Lexon Insurance Company, 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.

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Signature  (Seal)
Leigh McCarthy, My Commission Expires 11/25/2023

Leigh McCarthy
NOTARY PUBLIC
STATE AT LARGE, KENTUCKY
ID # 636095
MY COMMISSION EXPIRES NOV. 25, 2023



POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS, that Endurance Assurance Corporation, a Delaware corporation, Endurance American Insurance Company, a Delaware corporation, Lexon Insurance Company, a Texas corporation, and/or Bond Safeguard Insurance Company, a South Dakota corporation, each, a "Company" and collectively, "Sompo International," do hereby constitute and appoint: Brook T. Smith, Raymond M. Hundley, Jason D. Cromwell, James H. Martin, Barbara Duncan, Sandra L. Fusinetti, Mark A. Guidry, Jill Kemp, Lynnette Long, Amy Bowers, Deborah Neichter, Theresa Pickerrell, Sheryon Quinn, Beth Frymire, Leigh McCarthy, Michael Dix, Susan Ritter, Ryan Britt as true and lawful Attorney(s)-In-Fact to make, execute, seal, and deliver for, and on its behalf as surety or co-surety; bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate the Company for any portion of the penal sum thereof in excess of the sum of One Hundred Million Dollars (\$100,000,000.00).

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Endurance American Insurance Company

Lexon Insurance Company

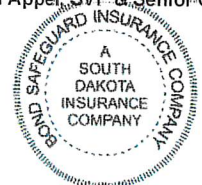
Bond Safeguard Insurance Company

By: Richard Appel; SVP & Senior Counsel

By: Richard Appel; SVP & Senior Counsel

By: Richard Appel; SVP & Senior Counsel

By: Richard Appel; SVP & Senior Counsel



ACKNOWLEDGEMENT

On this 15th day of June, 2019, before me, personally came the above signatories known to me, who being duly sworn, did depose and say that he/she is an officer of each of the Companies; and that he executed said instrument on behalf of each Company by authority of his office under the by-laws of each Company.

By: Amy Taylor, Notary Public - My Commission Expires 5/9/23

CERTIFICATE

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- 1. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of each Company and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with the original power of attorney, and that the same is a true and correct copy of the original power of attorney and of the whole thereof;
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RESOLVED, that each of the individuals named above is authorized to appoint attorneys-in-fact for the purpose of making, executing, sealing and delivering bonds, undertakings or obligations in surety or co-surety for and on behalf of the Company."

- 3. The undersigned further certifies that the above resolutions are true and correct copies of the resolutions as so recorded and of the whole thereof.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 15th day of Aug, 2020.

By: Daniel S. Lurie, Secretary

NOTICE: U. S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL (OFAC)

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Surety Claims Submission: LexonClaimAdministration@sompo-intl.com

Telephone: 615-553-9500 Mailing Address: Sompo International; 12890 Lebanon Road; Mount Juliet, TN 37122-2870

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

Adopted this Resolution on 09/08/2020 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" value="/"/>	
ABSENT:	<input type="text" value="/"/>	
ABSTAIN:	<input type="text" value="/"/>	
RECUSE:	<input type="text" value="/"/>	



Resolution No. 2020/229

IN THE MATTER OF approving the Parcel Map and Subdivision Agreement for minor subdivision MS16-00009, for a project being developed by Michael McGhee, as recommended by the Public Works Director, Rodeo area. (District V)

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

I. Map

The Parcel Map of minor subdivision MS16-00009, property located in the Rodeo area, Supervisorial District V, said map having been certified by the proper officials.

II. Subdivision Agreement

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

A. Cash Bond

Performance amount: \$2,610.00

Auditor's Deposit Permit No. 813021 Date: August 13, 2020

Submitted by: Michael McGhee

B. Surety Bond

Bond Company: Lexon Insurance Company

Bond Number: LICX1197438 Date: August 4, 2020

Performance Amount: \$258,390.00

Labor & Materials Amount: \$130,500.00

Principal: Michael McGhee

III. Tax Letter

Letter from the County Tax Collector stating that there are no unpaid County taxes heretofore levied on the property included in said map and that the 2019-2020 tax lien has been paid in full and the 2020-2021 tax lien, which became a lien on the first day of January 2020, is estimated to be 15,720.00, with security guaranteeing payment of said tax lien as follows:

• **Tax Surety**

Bond Company: Lexon Insurance Company

Bond Number: LICX1197442 Date: August 4, 2020

Amount: \$15,720.00

Submitted by/Principal: Michael McGhee

NOW, THEREFORE, BE IT RESOLVED:

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

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

Contact: **Randolf Sanders (925) 313-2111**

ATTESTED: September 8, 2020

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


By: Stacy M. Boyd, Deputy

cc: Larry Gossett- Engineering Services, Randolf Sanders- Engineering Services, Brian Louis- Engineering Services, Chris Hallford -Mapping, Michael Mann- Finance, Stanley Muroaka- DCD, Michael McGhee - Developer, Lexon Insurance Company, Old Republic Title Company, T- 7/08/2021



Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: September 8, 2020

Subject: Accepting completion of warranty period for park acceptance PA14-00043 (cross-reference subdivision SD13-09325), San Ramon (Dougherty Valley) area.

RECOMMENDATION(S):

ADOPT Resolution No. 2020/13 accepting completion of the warranty period for a Subdivision Agreement (Right-of-Way Landscaping) and release of cash deposit for faithful performance, for park acceptance PA14-00043 (cross-reference subdivision SD13-09325), for a project developed by Western Pacific Housing, Inc., as recommended by the Public Works Director, San Ramon (Dougherty Valley) area. (District II)

FISCAL IMPACT:

100% Developer Fees.

BACKGROUND:

The landscape improvements have met the guarantee performance standards for the warranty period following completion and acceptance of the improvements.

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

Action of Board On: **09/08/2020** 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: September 8, 2020

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

Contact: Randolph Sanders
(925)313-2111

By: Stacey M. Boyd, Deputy

CONSEQUENCE OF NEGATIVE ACTION:

The developer will not receive a refund of the cash deposit, the Subdivision Agreement (Right-of-Way Landscaping) and performance/maintenance surety bond will not be exonerated, and the billing account will not be liquidated and closed.

AGENDA ATTACHMENTS

Resolution No. 2020/13

MINUTES ATTACHMENTS

Signed: Resolution No. 2020/13

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

Adopted this Resolution on 09/08/2020 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. 2020/13

IN THE MATTER OF: Accepting completion of the warranty period for the Subdivision Agreement (Right-of-Way Landscaping) and release of cash deposit for faithful performance, for park acceptance PA14-00043 (cross-reference subdivision SD13-09325), for a project developed by Western Pacific Housing, Inc., as recommended by the Public Works Director, San Ramon (Dougherty Valley) area. (District II)

WHEREAS, on December 12, 2017, this Board resolved that the landscape improvements for park acceptance PA14-00043 (cross-reference subdivision SD13-09325) were completed as provided in the Subdivision Agreement (Right-of-Way Landscaping) with Western Pacific Housing, Inc. and now on the recommendation of the Public Works Director;

The Board hereby FINDS that the improvements have satisfactorily met the guaranteed performance standards for the period following completion and acceptance.

NOW, THEREFORE, BE IT RESOLVED that the Public Works Director is AUTHORIZED to:

REFUND the \$7,000 cash deposit (Auditor's Deposit Permit No. 695631, dated October 8, 2015) plus interest to Western Pacific Housing, Inc. in accordance with Government Code Section 53079, if appropriate, Ordinance Code Section 94-4.406, and the subdivision agreement.

BE IT FURTHER RESOLVED that upon completion of the warranty and maintenance period, the San Ramon City Council shall accept the landscape improvements for maintenance and ownership in accordance with the Dougherty Valley Memorandum of Understanding.

BE IT FURTHER RESOLVED that the warranty period has been completed and the Subdivision Agreement (Right-of-Way Landscaping) and surety bond, Bond No. 41305945 dated September 24, 2015, issued by Platte River Insurance Company, are EXONERATED.

I hereby certify that this 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: Randolph Sanders (925)313-2111

ATTESTED: September 8, 2020

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

By: Stacey M. Boyd, Deputy

cc: Randolph Sanders- Engineering Services, Ronald Lai, Engineering Services, Chris Lau - Maintenance, Chris Hallford -Mapping, Michael Mann- Finance, Chris Low - City of San Ramon, Cinda Tovar- Design & Construction, Ruben Hernandez - DCD, Western Pacific Housing, Inc., Platte River Insurance Company, Larry Gossett- Engineering Services

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

Adopted this Resolution on 09/08/2020 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" value="/"/>	
ABSENT:	<input type="text" value="/"/>	
ABSTAIN:	<input type="text" value="/"/>	
RECUSE:	<input type="text" value="/"/>	



Resolution No. 2020/13

IN THE MATTER OF: Accepting completion of the warranty period for the Subdivision Agreement (Right-of-Way Landscaping) and release of cash deposit for faithful performance, for park acceptance PA14-00043 (cross-reference subdivision SD13-09325), for a project developed by Western Pacific Housing, Inc., as recommended by the Public Works Director, San Ramon (Dougherty Valley) area. (District II)

WHEREAS, on December 12, 2017, this Board resolved that the landscape improvements for park acceptance PA14-00043 (cross-reference subdivision SD13-09325) were completed as provided in the Subdivision Agreement (Right-of-Way Landscaping) with Western Pacific Housing, Inc. and now on the recommendation of the Public Works Director;

The Board hereby FINDS that the improvements have satisfactorily met the guaranteed performance standards for the period following completion and acceptance.

NOW, THEREFORE, BE IT RESOLVED that the Public Works Director is AUTHORIZED to:

REFUND the \$7,000 cash deposit (Auditor's Deposit Permit No. 695631, dated October 8, 2015) plus interest to Western Pacific Housing, Inc. in accordance with Government Code Section 53079, if appropriate, Ordinance Code Section 94-4.406, and the subdivision agreement.

BE IT FURTHER RESOLVED that upon completion of the warranty and maintenance period, the San Ramon City Council shall accept the landscape improvements for maintenance and ownership in accordance with the Dougherty Valley Memorandum of Understanding.

BE IT FURTHER RESOLVED that the warranty period has been completed and the Subdivision Agreement (Right-of-Way Landscaping) and surety bond, Bond No. 41305945 dated September 24, 2015, issued by Platte River Insurance Company, are EXONERATED.

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

ATTESTED: September 8, 2020

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

By: *Stacey M. Boyd*
 Stacey M. Boyd, Deputy

Contact: **Randolf Sanders (925)313-2111**

cc: Randolf Sanders- Engineering Services, Ronald Lai, Engineering Services, Chris Lau - Maintenance, Chris Hallford -Mapping , Michael Mann- Finance, Chris Low - City of San Ramon, Cinda Tovar- Design & Construction, Ruben Hernandez - DCD, Western Pacific Housing, Inc., Platte River Insurance Company, Larry Gossett- Engineering Services



Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: September 8, 2020

Subject: Accept an Offer of Dedication for Trail Easement for road acceptance RA06-01230 (x-ref subdivision SD04-08856), San Ramon (Dougherty Valley) area.

RECOMMENDATION(S):

ADOPT Resolution No. 2020/207 accepting the Offer of Dedication for a Trail Easement for road acceptance RA06-01230 (cross reference subdivision SD04-08856), for a project being developed by Shapell Industries, Inc., a Delaware Corporation, as recommended by the Public Works Director, San Ramon (Dougherty Valley) area. (District II)

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

The Offer of Dedication for a Trail Easement is necessary for public access of trail improvements constructed per Condition of Approval No. 187.

CONSEQUENCE OF NEGATIVE ACTION:

The Offer of Dedication for a Trail Easement will not be recorded.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/08/2020** 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: September 8, 2020

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

Contact: Randolph Sanders (925) 313-2111

By: Stacey M. Boyd, Deputy

AGENDA ATTACHMENTS

Resolution No. 2020/207

Offer of Dedication- Trail
Easement

MINUTES ATTACHMENTS

Signed: Resolution No. 2020/207

Recorded at the request of: Clerk of the Board

Return To: Public Works Dept- Simone Saleh

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

Adopted this Resolution on 09/08/2020 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. 2020/207

IN THE MATTER OF accepting Offer of Dedication for a Trail Easement for road acceptance RA06-01230 (cross reference subdivision SD04-08856), for a project being developed by Shapell Industries, Inc., a Delaware Corporation, as recommended by the Public Works Director, San Ramon (Dougherty Valley) area. (District II)

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

INSTRUMENT: Offer of Dedication for a Trail Easement

APN: 222-270-056

GRANTOR: Shapell Industries, Inc., a Delaware Corporation

AREA: San Ramon (Dougherty Valley)

DISTRICT: II

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

ATTESTED: September 8, 2020

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

Contact: Randolph Sanders (925) 313-2111

By: Stacey M. Boyd, Deputy

cc: Larry Gossett- Engineering Services, Randolph Sanders- Engineering Services, Karen Piona- Record, Renee Hutchins - Records, Telma Moreira - DCD, Shapell Industries, Inc., a Delaware Corp.

Recorded at the request of:

Contra Costa County
Board of Supervisors

Return to:

Public Works Department
Engineering Services Division
Records Section

Area: San Ramon

Trail Name: Dougherty Valley Ridge Trail

Development No.: RA06-01230 (cross reference SD04-8856)

APN: 222-270-056


OFFER OF DEDICATION - TRAIL EASEMENT

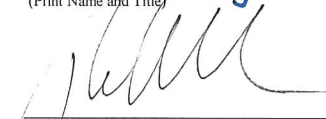
Shapell Industries, Inc., a Delaware Corporation, the undersigned, being the present title owner of record of the herein described parcel of land, do hereby make an irrevocable offer of dedication to **Contra Costa County**, a political subdivision of the State of California and its successors or assigns, and to the public, for trail purposes, and other public purposes, including maintenance thereof, construction, reconstruction, access and the clearing of vegetation, situated in the County of Contra Costa, State of California, as described in Exhibit "A" (written description) and shown on Exhibit "B" (plat map) attached hereto.

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

The provisions hereof shall inure to the benefit of **Contra Costa County** and its successors or assigns and will be binding upon the title owner of record and that owner's heirs, successors or assigns

The undersigned executed this instrument on 7/29/2020 (Date).


(Signature)
Steve Savage Vice President
(Print Name and Title)


(Signature)
Bob Callahan President
(Print Name and Title)

(See attached notary)

EXHIBIT A

Real property situate in the County of Contra Costa County, State of California, being portions of New Adjusted Parcel L, filed for record on December 4, 2015 in Document 2015-0250738, Official Records of Contra Costa County, and being more particularly described as follows:

20' Wide Trail Easement

Commencing at the northwesterly corner of said New Adjusted Parcel L; thence along the north line of New Adjusted Parcel L for the following four (4) courses: (1) North 68° 01' 51" East, 14.53 feet for the beginning of a curve to the right, (2) in a northeasterly direction, 174.57 feet along the arc of said curve to the right, having a radius of 931.50 feet, through a central angle of 10° 44' 15", (3) North 78° 46' 06" East, 144.02 feet for the beginning of a curve to the right, (4) in a easterly direction, 24.53 feet along the arc of said curve to the right, having a radius of 1779.50 feet, through a central angle of 0° 47' 23" for the **Point of Beginning** of a 20' wide strip of land lying equally on each side of the following described centerline; thence leaving said north line and crossing through a portion of said New Adjusted Parcel L, the following twenty-one (21) courses: (1) South 04° 31' 40" East, 12.15 feet for the beginning of a curve to the left, (2) in a southeasterly direction, 25.11 feet along the curve to the left, having a radius of 40.00 feet, through a central angle of 35° 58' 22", (3) South 40° 30' 02" East, 57.36 feet for the beginning of a curve to the right, (4) in a southerly direction, 33.44 feet along the curve to the right, having a radius of 40.00 feet, through a central angle of 47° 53' 38", (5) South 07° 23' 36" West, 25.26 feet for the beginning of a curve to the left, (6) in a southerly direction, 54.97 feet along the curve to the left, having a radius of 1,000.00 feet, through a central angle of 03° 08' 58", (7) South 04° 14' 38" West, 49.46 feet for the beginning of a curve to the right, (8) in a

southwesterly direction, 138.42 feet along the curve to the right, having a radius of 150.00 feet, through a central angle of $52^{\circ} 52' 22''$, (9) South $57^{\circ} 07' 00''$ West, 40.61 feet for the beginning of a curve to the left, (10) in a southwesterly direction, 98.86 feet along the curve to the left, having a radius of 100.00 feet, through a central angle of $56^{\circ} 38' 25''$, (11) South $00^{\circ} 28' 35''$ West, 31.43 feet for the beginning of a curve to the left, (12) in a southeasterly direction, 175.51 feet along the curve to the left, having a radius of 250.00 feet, through a central angle of $40^{\circ} 13' 24''$, (13) for a reverse curve to the right, in a southeasterly direction, 53.56 feet along the curve to the right, having a radius of 200.00 feet, through a central angle of $15^{\circ} 20' 39''$, (14) South $24^{\circ} 24' 10''$ East, 181.00 feet for the beginning of a curve to the right, (15) in a southerly direction, 33.73 feet along the curve to the right, having a radius of 50.00 feet, through a central angle of $38^{\circ} 39' 10''$, (16) South $14^{\circ} 15' 00''$ West, 103.05 feet, (17) South $11^{\circ} 33' 13''$ West, 114.31 feet for the beginning of a curve to the right, (18) in a southwesterly direction, 63.38 feet along the curve to the right, having a radius of 50.00 feet, through a central angle of $72^{\circ} 37' 59''$, (19) South $84^{\circ} 11' 12''$ West, 128.96 feet for the beginning of a curve to the left, (20) in a southwesterly direction, 100.51 feet along the curve to the left, having a radius of 75.00 feet, through a central angle of $76^{\circ} 47' 11''$, and (21) South $07^{\circ} 24' 01''$ West, 24.14 feet terminating at **Point "A"** as shown on the attached plat map, **Exhibit B**.

30' Wide Trail Easement "A1"

Beginning at **Point "A"** and continuing across said New Adjusted Parcel L, said 30 foot wide strip of land lying equally on each side of the following described centerline: North $82^{\circ} 35' 59''$ West, 77.50 feet for the beginning of a curve to the left; thence in a westerly direction, 39.12 feet along the arc of said curve to the left, having a radius of 105.00 feet, through a central angle of

21° 20' 57" to the northerly terminus of the existing 30 foot Contra Costa County Trail Easement recorded on April 10, 2008 in Doc. No. 2008-0077932, Official Records of Contra Costa County; said point also being on the west line of said New Adjusted Parcel L.

Trail Turnaround Easement

Beginning at **Point "A"** and continuing across said New Adjusted Parcel L, the following four (4) courses: (1) South 82° 35' 59" East, 10.00 feet; (2) South 07° 24' 01" West, 7.54 feet for the beginning of a curve to the left, (3) in a southeasterly direction, 34.57 feet along the curve to the left, having a radius of 20.00 feet, through a central angle of 99° 01' 25", and (4) North 88° 22' 36" East, 16.13 feet to a point on the west right-of-way line of Elderberry Drive as shown on "Subdivision 9301 – Gale Ranch" recorded on September 6, 2016 in Book 529 of Maps, at Pages 25-44, Official Records of Contra Costa County, said point being on a non-tangent curve to the left, the center of which bears North 45° 52' 10" East; thence continuing along said west line of Elderberry Drive, the following two (3) courses: (1) in a southeasterly direction, 0.84 feet along the curve to the left, having a radius of 40.00 feet, through a central angle of 01° 12' 26", (2) for a reverse curve to the right, in a southeasterly direction, 14.84 feet along the curve to the right, having a radius of 25.00 feet, through a central angle of 34° 00' 46", and (3) South 11° 19' 30" East, 6.41 feet; thence leaving said west line and continuing across said New Adjusted Parcel L, the following six (6) courses: (1) South 88° 22' 36" West, 85.11 feet (2) North 01° 37' 24" West, 20.00 feet for a non-tangent curve to the left, the center of which bears North 01° 37' 24" West, (3) thence 28.27 feet along the curve to the left, having a radius of 20.00 feet, through a central angle of 80° 58' 35", (4) North 07° 24' 01" East, 2.07 feet, (5) North 07° 24' 01" East, 15.00 feet, and (6) South 82° 35' 59" East, 10.00 feet to the **Point of Beginning**.

30' Wide Trail Easement "A2"

Beginning at the southerly terminus of the existing 30 foot Contra Costa County Trail Easement recorded on April 10, 2008 in Doc. No. 2008-0077932, Official Records of Contra Costa County; said point being on the western line of said New Adjusted Parcel L and being South 64° 20' 08" West, 511.58 feet from the northeastern terminus of the course labeled N64° 20' 08"E, 2233.71' in said Document 2015-0250738 for the **Point of Beginning** of a 30' wide strip of land lying equally on each side of the following described centerline hereof; thence leaving said west line and crossing through a portion of said New Adjusted Parcel L, the following six (6) courses: (1) South 20° 02' 10" East, 254.07 feet for the beginning of a curve to the right, (2) in a southeasterly direction, 119.13 feet along the curve to the right, having a radius of 500.00 feet, through a central angle of 13° 39' 06", (3) thence South 06° 23' 04" East, 232.34 feet for the beginning of a curve to the right, (4) in a southerly direction, 98.33 feet along the curve to the right, having a radius of 250.00 feet, through a central angle of 22° 32' 10", (5) South 16° 09' 06" West, 110.34 feet for the beginning of a curve to the left, and (6) in a southerly direction, 8.02 feet along the curve to the left, having a radius of 100.00 feet, through a central angle of 04° 35' 39" to **Point "B"**; thence continuing along said curve to the left, having a radius of 100.00 feet, along the arc a distance of 92.60 feet, through a central angle of 53° 03' 23"; thence continuing across said New Adjusted Parcel L, the following seventeen (17) courses: (1) South 41° 29' 56" East, 163.42 feet for the beginning of a curve to the right, (2) in a southeasterly direction, 179.05 feet along the curve to the right, having a radius of 250.00 feet, through a central angle of 41° 02' 07", (3) South 00° 27' 49" East, 519.84 feet for the beginning of a curve to the left, (4) in a southerly direction, 195.88 feet along the curve to the left, having a radius of 200.00 feet,

through a central angle of $56^{\circ} 06' 54''$, (5) thence South $56^{\circ} 34' 43''$ East, 94.99 feet for the beginning of a curve to the right, (6) in a southeasterly direction, 138.99 feet along the curve to the right, having a radius of 200.00 feet, through a central angle of $39^{\circ} 48' 59''$, (7) South $16^{\circ} 45' 44''$ East, 160.22 feet for the beginning of a curve to the right (8) in a southerly direction, 322.71 feet along the curve to the right, having a radius of 500.00 feet, through a central angle of $36^{\circ} 58' 49''$, (9) South $20^{\circ} 13' 05''$ West, 803.10 feet for the beginning of a curve to the left, (10) in a southeasterly direction, 140.18 feet along the curve to the left, having a radius of 100.00 feet, through a central angle of $80^{\circ} 19' 09''$, (11) South $60^{\circ} 06' 04''$ East, 312.86 feet for the beginning of a curve to the right, (12) in a southeasterly direction, 102.69 feet along the curve to the right, having a radius of 250.00 feet, through a central angle of $23^{\circ} 32' 07''$, (13) South $36^{\circ} 33' 57''$ East, 105.61 feet for the beginning of a curve to the left, (14) in a southeasterly direction, 136.26 feet along the curve to the left, having a radius of 250.00 feet, through a central angle of $31^{\circ} 13' 42''$, (15) South $67^{\circ} 47' 39''$ East, 265.72 feet for the beginning of a curve to the right, (16) in a southeasterly direction, 60.63 feet along the curve to the right, having a radius of 250.00 feet, through a central angle of $13^{\circ} 53' 46''$ to **Point "C"**; thence continuing along said curve to the right, having a radius of 250.00 feet, along the arc a distance of 214.70 feet, through a central angle of $49^{\circ} 12' 21''$; thence continuing across said New Adjusted Parcel L, the following eight (8) courses: (1) continuing along a compound curve to the right, in a southerly direction, 227.39 feet along the curve to the right, having a radius of 1,000.00 feet, through a central angle of $13^{\circ} 01' 42''$, (2) South $08^{\circ} 20' 10''$ West, 187.36 feet for the beginning of a curve to the left, (3) in a southerly direction, 214.55 feet along the curve to the left, having a radius of 1,000.00 feet, through a central angle of $12^{\circ} 17' 34''$, (4) South $03^{\circ} 57' 24''$ East, 349.59 feet for the beginning of a curve to the right, (5) in a southwesterly direction, 314.99 feet along the curve to the right,

having a radius of 500.00 feet, through a central angle of $36^{\circ} 05' 42''$, (6) South $32^{\circ} 08' 18''$ West, 36.10 feet for the beginning of a curve to the left, (7) in a southerly direction, 84.46 feet along the curve to the left, having a radius of 100.00 feet, through a central angle of $48^{\circ} 23' 28''$, and (8) South $16^{\circ} 15' 10''$ East, 68.72 feet to **Point "D"**; thence South $16^{\circ} 15' 10''$ East, 147.26 feet to the southerly line of said New Adjusted Parcel L; said point also being at the easterly terminus of the course labeled "North $64^{\circ} 32' 00''$ West, 313.46 feet" on Exhibit B of said Doc. 2015-0250738.

30' Wide Trail Easement "B"

A 30' wide strip of land lying equally on each side of the following described centerline:

Beginning at Point "B" as mentioned above and continuing westerly across said New Adjusted Parcel L, the following eleven (11) courses: (1) South $79^{\circ} 48' 23''$ West, 216.09 feet for the beginning of a curve to the right, (2) in a westerly direction, 32.73 feet along the curve to the right, having a radius of 500.00 feet, through a central angle of $03^{\circ} 45' 04''$, (3) South $83^{\circ} 33' 27''$ West, 153.29 feet for the beginning of a curve to the right, (4) in a westerly direction, 76.14 feet along the curve to the right, having a radius of 500.00 feet, through a central angle of $08^{\circ} 43' 29''$, (5) North $87^{\circ} 43' 04''$ West, 205.93 feet for the beginning of a curve to the right, (6) in a northwesterly direction, 87.77 feet along the curve to the right, having a radius of 250.00 feet, through a central angle of $20^{\circ} 06' 59''$, (7) North $67^{\circ} 36' 05''$ West, 214.88 feet for the beginning of a curve to the left, (8) in a westerly direction, 83.97 feet along the curve to the left, having a radius of 150.00 feet, through central angle of $32^{\circ} 04' 22''$, (9) South $80^{\circ} 19' 33''$ West, 111.89 feet for the beginning of a curve to the left, (10) in a westerly direction, 58.15 feet along the curve to the left, having a radius of 250.00 feet, through a central angle of $13^{\circ} 19' 34''$, and (11)

South 66° 59' 59" West, 381.90 feet to the west line of said New Adjusted Parcel L; said point being 200.61 feet from the northerly terminus of the course labeled "North 26° 12' 20" West, 3406.05 feet" as described in the document filed for record on December 4, 2015 in Document 2015-0250738, Official Records of Contra Costa County.

30' Wide Trail Easement "C"

A 30' wide strip of land lying equally on each side of the following described centerline:

Beginning at Point "C" as mentioned above and continuing northeasterly and southeasterly across said New Adjusted Parcel L, the following eleven (11) courses: (1) North 36° 06' 07" East, 52.88 feet for the beginning of a curve to the right, (2) in a northeasterly direction, 60.51 feet along the curve to the right, having a radius of 100.00 feet, through a central angle of 34° 40' 08", (3) North 70° 46' 15" East, 177.71 feet for the beginning of a curve to the left, (4) in a northeasterly direction, 75.13 feet along the curve to the left, having a radius of 250.00 feet, through a central angle of 17° 13' 06", (5) North 53° 33' 09" East, 461.88 feet for the beginning of a curve to the right, (6) in a easterly direction, 103.68 feet along the curve to the right, having a radius of 75.00 feet, through a central angle of 79° 12' 14", (7) South 47° 14' 37" East, 98.53 feet for the beginning of a curve to the right, (8) in a southeasterly direction, 45.65 feet along the curve to the right, having a radius of 400.00 feet, through a central angle of 06° 32' 18", (9) South 40° 42' 19" East, 146.10 feet for the beginning of a curve to the left, (10) in a southeasterly direction, 70.17 feet along the curve to the left, having a radius of 400.00 feet, through a central angle of 10° 03' 03", and (11) South 50° 45' 22" East, 779.63 feet terminating at **Point "E"** as shown on the attached plat map, **Exhibit B**.

30' Wide Trail Easement "D"

A 30' wide strip of land lying equally on each side of the following described centerline:

Beginning at **Point "D"** as mentioned above and continuing northwesterly across said New Adjusted Parcel L, the following three (3) courses: (1) North 62° 44' 28" West, 435.13 feet for the beginning of a curve to the right, (2) in a northwesterly direction, 49.76 feet along the curve to the right, having a radius of 200.00 feet, through a central angle of 14° 15' 16", and (3) North 48° 29' 12" West, 126.28 feet to the west line of said New Adjusted Parcel L; said point being North 25° 32' 35" West, 650.72 feet from the southerly terminus of the course labeled "North 25° 32' 35" West, 1119.02 feet" as described in the document filed for record on December 4, 2015 in Document 2015-0250738, Official Records of Contra Costa County.

15' Wide Trail Easement

A 15' wide strip of land lying equally on each side of the following described centerline:

Beginning at **Point "E"** as mentioned above and continuing westerly, northwesterly, southwesterly and southeasterly across said New Adjusted Parcel L, the following twenty-one (21) courses: (1) along a non-tangent curve to the right, in a southwesterly direction, the center of which bears North 39° 14' 38" East, thence 20.55 feet along the curve to the right, having a radius of 10.00 feet, through a central angle of 117° 46' 04", (2) South 67° 00' 42" West, 113.29 feet for the beginning of a curve to the right, (3) in a westerly direction, 31.02 feet along the curve to the right, having a radius of 50.00 feet, through a central angle of 35° 32' 50", (4) for a reverse curve to the left, in a westerly direction, 22.36 feet along the curve to the left, having a radius of 50.00 feet, through a central angle of 25° 37' 36", (5) South 76° 55' 56" West, 56.06 feet for the beginning of a curve to the right, (6) in a northwesterly direction, 30.64 feet along the

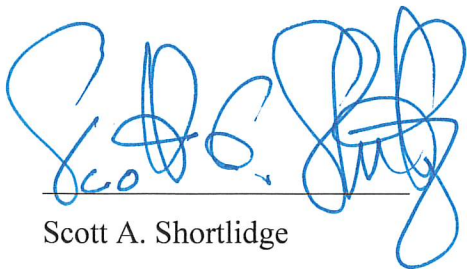
curve to the right, having a radius of 30.00 feet, through a central angle of 58° 31' 31", (7) North 44° 32' 33" West, 158.33 feet for the beginning of a curve to the left, (8) in a northwesterly direction, 74.79 feet along the curve to the left, having a radius of 95.00 feet, through a central angle of 45° 06' 28", (9) North 89° 39' 01" West, 15.58 feet for the beginning of a curve to the left, (10) in a westerly direction, 20.84 feet along the curve to the left, having a radius of 110.00 feet, through a central angle of 10° 51' 09", (11) for a compound curve to the left, in a westerly direction, 83.50 feet along the curve to the left, having a radius of 280.00 feet, through a central angle of 17° 05' 08", (12) for a compound curve to the left, in a southwesterly direction, 40.89 feet along the curve to the left, having a radius of 60.00 feet, through a central angle of 39° 03' 06", (13) South 23° 21' 36" West, 62.53 feet for the beginning of a curve to the right, (14) in a southwesterly direction, 72.26 feet along the curve to the right, having a radius of 240.00 feet, through a central angle of 17° 15' 06", (15) for a reverse curve to the left, in a southeasterly direction, 192.65 feet along the curve to the left, having a radius of 135.00 feet, through a central angle of 81° 45' 55", (16) South 41° 09' 13" East, 32.40 feet for the beginning of a curve to the left, (17) in a southeasterly direction, 17.24 feet along the curve to the left, having a radius of 135.00 feet, through a central angle of 07° 18' 59", (18) South 48° 28' 12" East, 99.59 feet for the beginning of a curve to the left, (19) in a southeasterly direction, 18.09 feet along the curve to the left, having a radius of 47.50 feet, through a central angle of 21° 49' 32", and (20) South 70° 17' 44" East, 47.41 feet to the west right-of-way line of Park Loop Road as described in the Offer of Dedication, recorded on December 10, 2008 in Doc. No. 2008-0265745, Official Records of Contra Costa County; said point being on a non-tangent curve to the right, the center of which bears South 69° 24' 15" East; thence continuing along said west line of Park Loop Drive, 10.03 feet along the curve to the right, having a radius of 462.00 feet, through a central angle of 1° 14'

39" to the south corner of the City Corporate Yard filed for record on June 24, 2009 as described in Document 2009-0148568, Official Records of Contra Costa County.

Basis of Bearing – The line between two found monuments on Bollinger Canyon Road as shown on Subdivision Map 7984 Filed October 28, 2002, in Book 448 of Maps at Page 29, Official Records of Contra Costa County, taken as N81°55'51"W, California Coordinate System Zone III (CCS27), is the basis of Bearing for this Map.

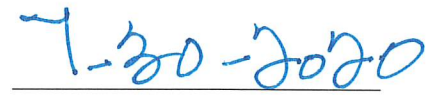
See Exhibit B – Plat to Accompany Legal Description which is attached hereto and made a part hereof.

END OF DESCRIPTION



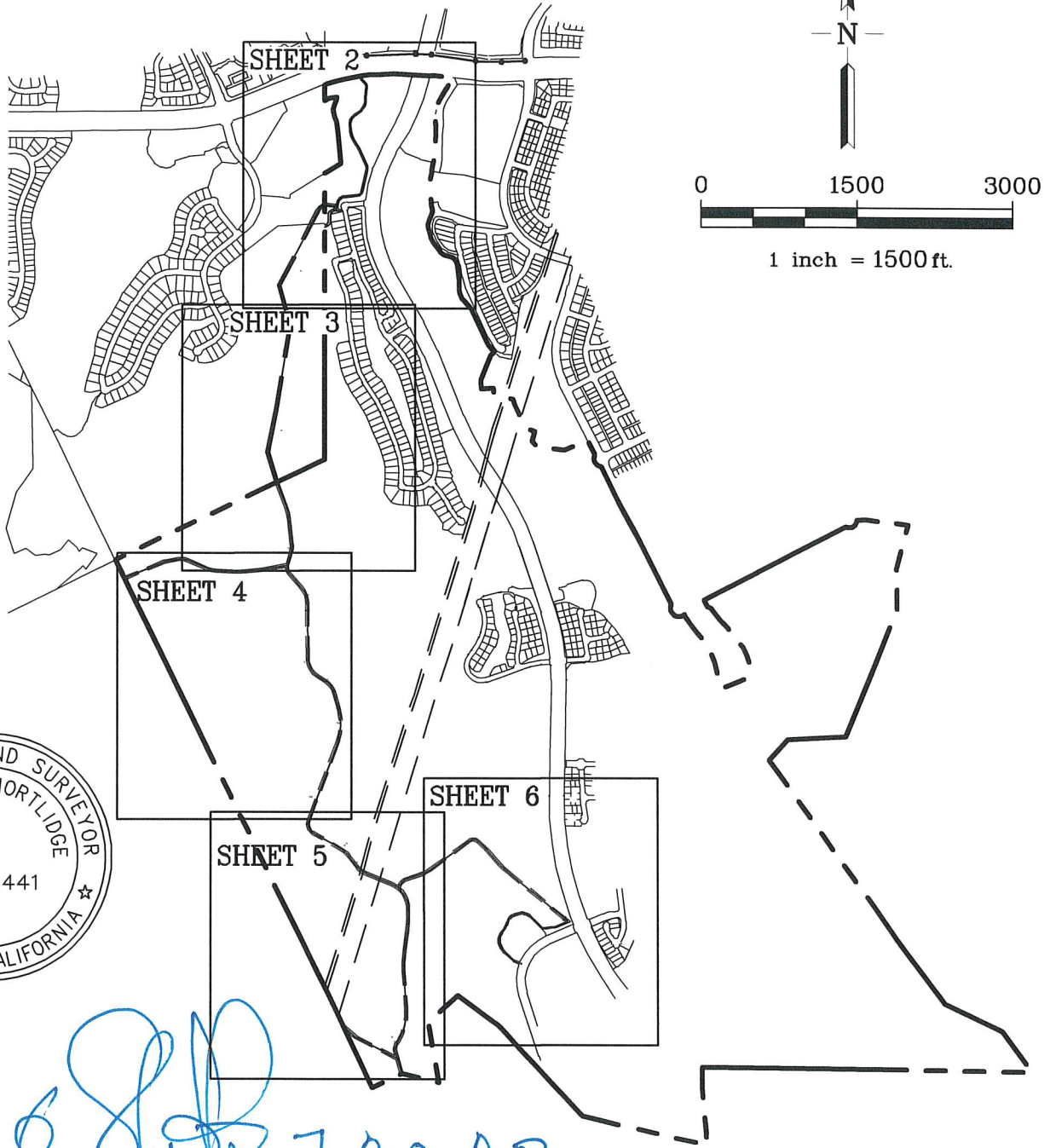
Scott A. Shortlidge





Date

SEE SHEETS 7 & 8 FOR CURVE AND LINE DATA TABLES



Scott A. Shortlidge 7-30-20
 SCOTT A. SHORTLIDGE, L.S. 6441 DATE

SHEET 1 OF 8

EXHIBIT B
PLAT TO ACCOMPANY LEGAL DESCRIPTION
FOR
TRAIL EASEMENT

CONTRA COSTA COUNTY, CALIFORNIA

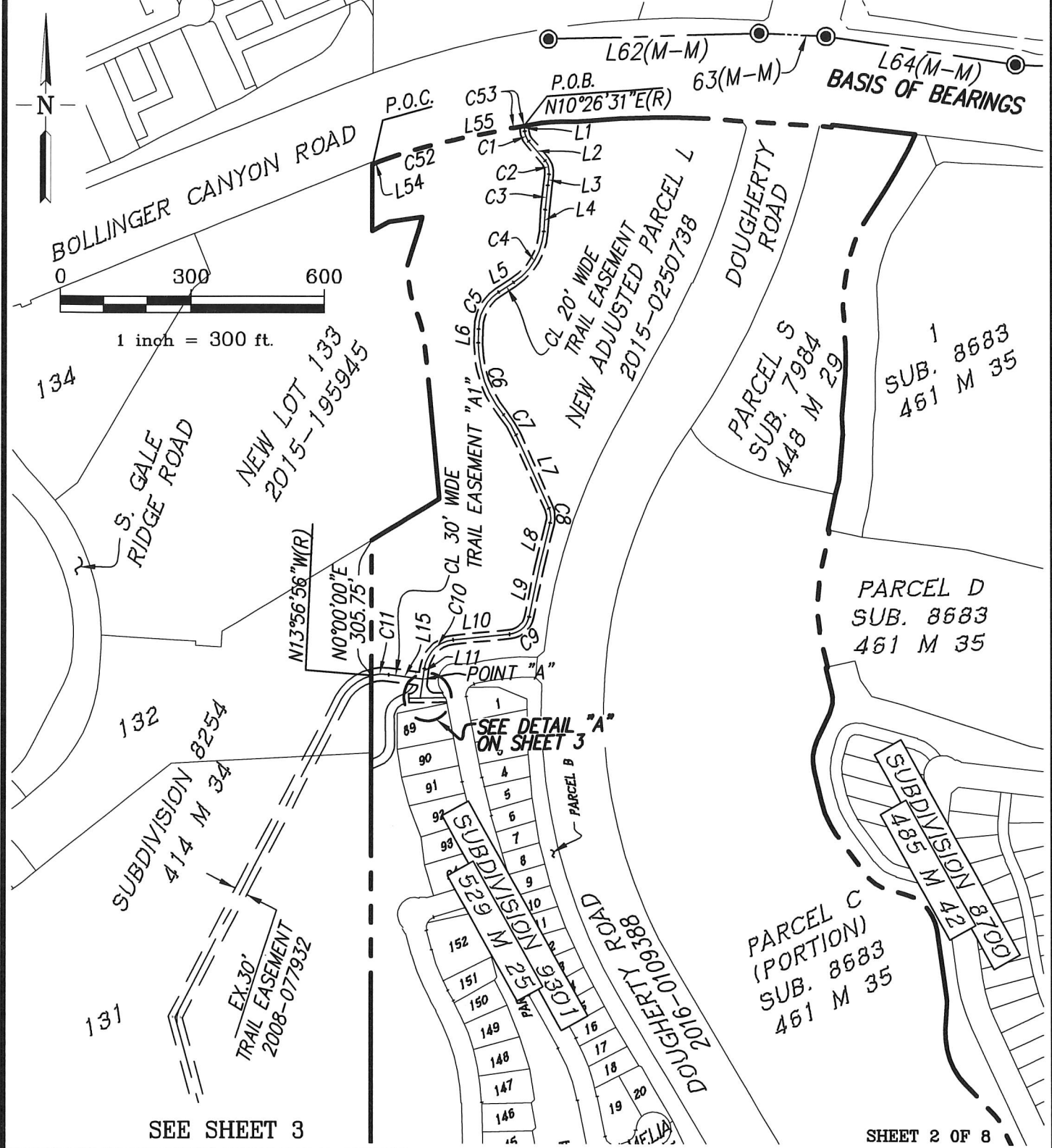
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RUGGERI-JENSEN-AZAR
 ENGINEERS ■ PLANNERS ■ SURVEYORS
 4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
 PHONE: (925) 227-9100 FAX: (925) 227-9300

SCALE: 1" = 1500'	DATE: JULY 29, 2020	JOB NO.: 195006
----------------------	------------------------	--------------------

SEE SHEETS 7 & 8 FOR CURVE AND LINE DATA TABLES



SEE SHEET 3

SHEET 2 OF 8

EXHIBIT B
PLAT TO ACCOMPANY LEGAL DESCRIPTION
FOR
TRAIL EASEMENT
CONTRA COSTA COUNTY, CALIFORNIA

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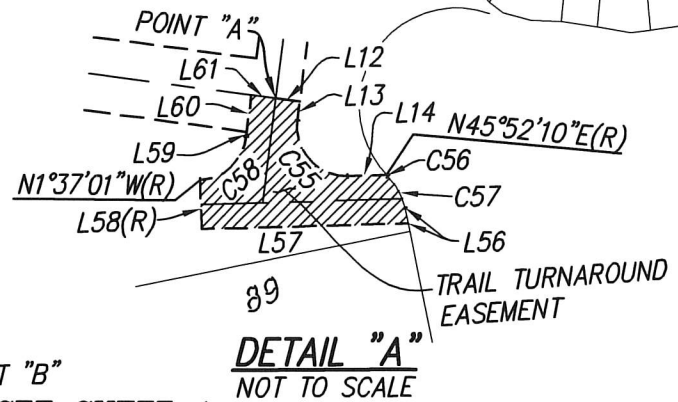
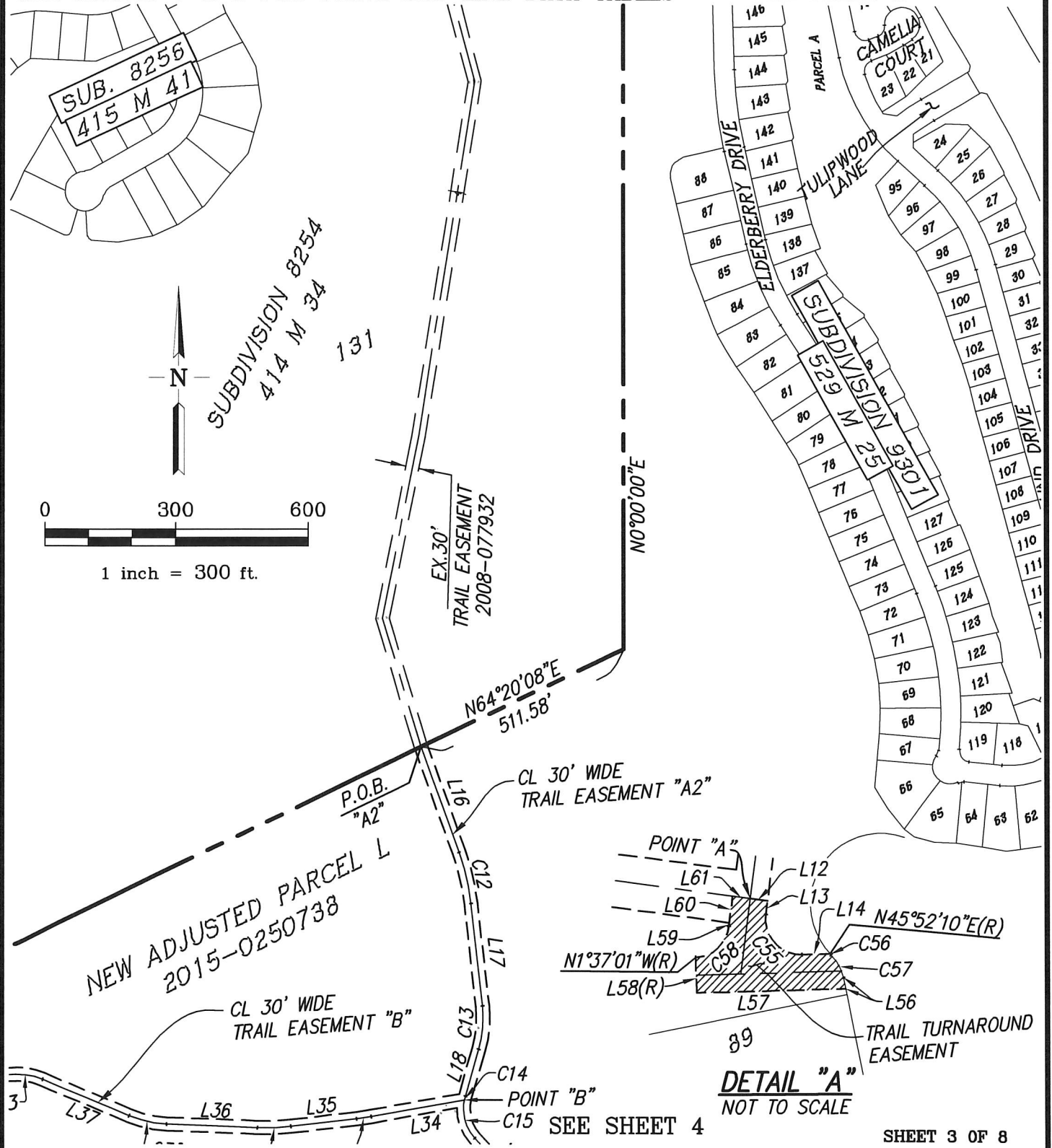
RJA

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

SCALE: 1" = 300'	DATE: JULY 29, 2020	JOB NO.: 195006
---------------------	------------------------	--------------------

SEE SHEETS 7 & 8 FOR CURVE AND LINE DATA TABLES

SEE SHEET 2



SEE SHEET 4

SHEET 3 OF 8

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RUGGERI-JENSEN-AZAR

ENGINEERS ■ PLANNERS ■ SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
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EXHIBIT B
PLAT TO ACCOMPANY LEGAL DESCRIPTION
FOR
TRAIL EASEMENT

CONTRA COSTA COUNTY, CALIFORNIA

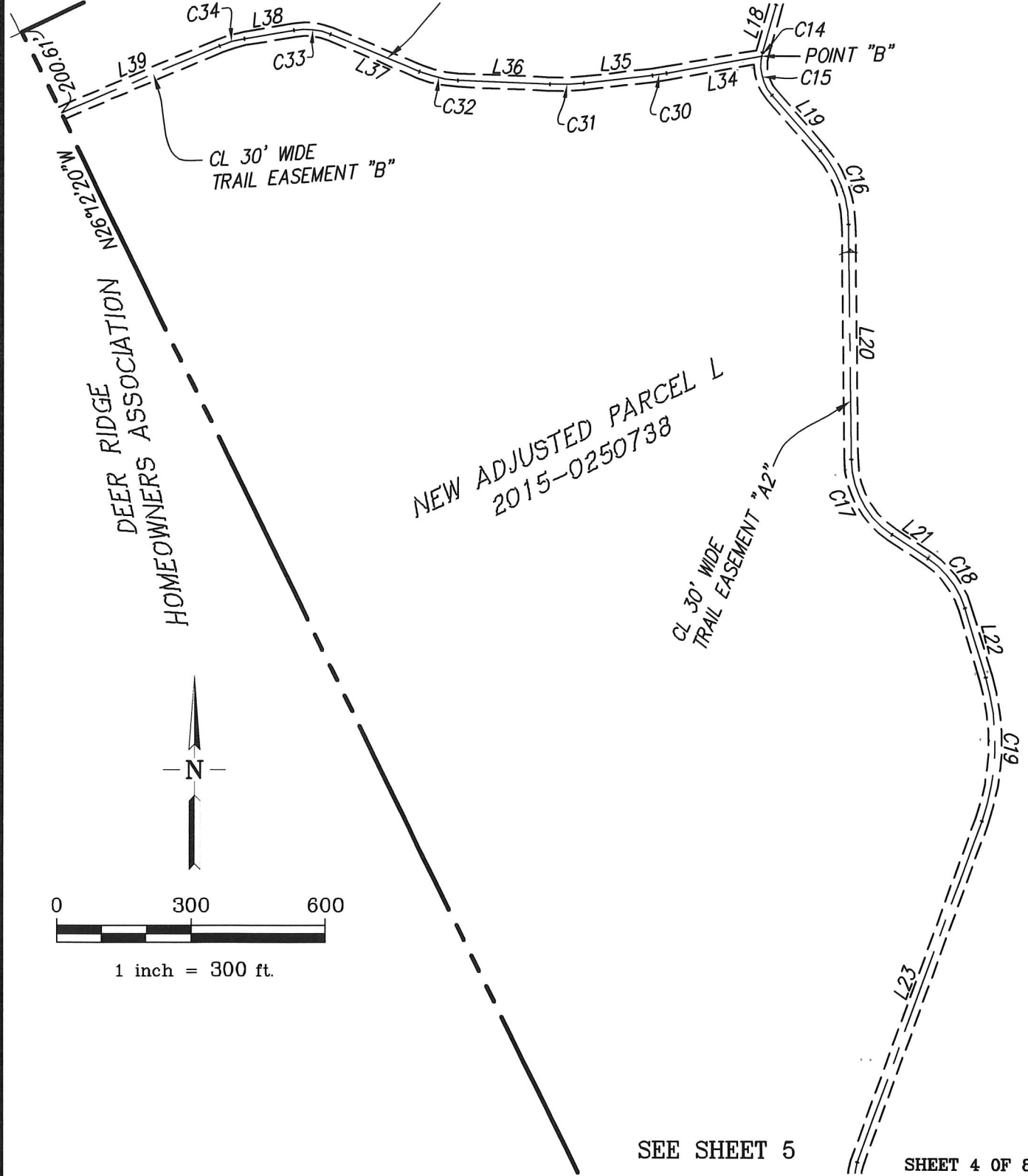
SCALE:
1" = 300'

DATE:
JULY 29, 2020

JOB NO.:
195006

SEE SHEETS 7 & 8 FOR CURVE AND LINE DATA TABLES

SEE SHEET 3



SEE SHEET 5

SHEET 4 OF 8

EXHIBIT B
PLAT TO ACCOMPANY LEGAL DESCRIPTION
FOR
TRAIL EASEMENT

CONTRA COSTA COUNTY, CALIFORNIA

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RUGGERI-JENSEN-AZAR

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

SCALE:
1" = 300'

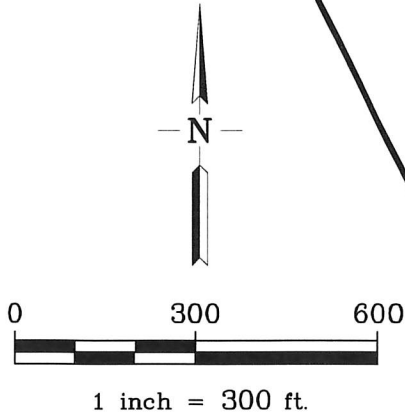
DATE:
JULY 29, 2020

JOB NO.:
195006

SEE SHEETS 7 & 8 FOR CURVE AND LINE DATA TABLES

SEE SHEET 4

SEE SHEET 6

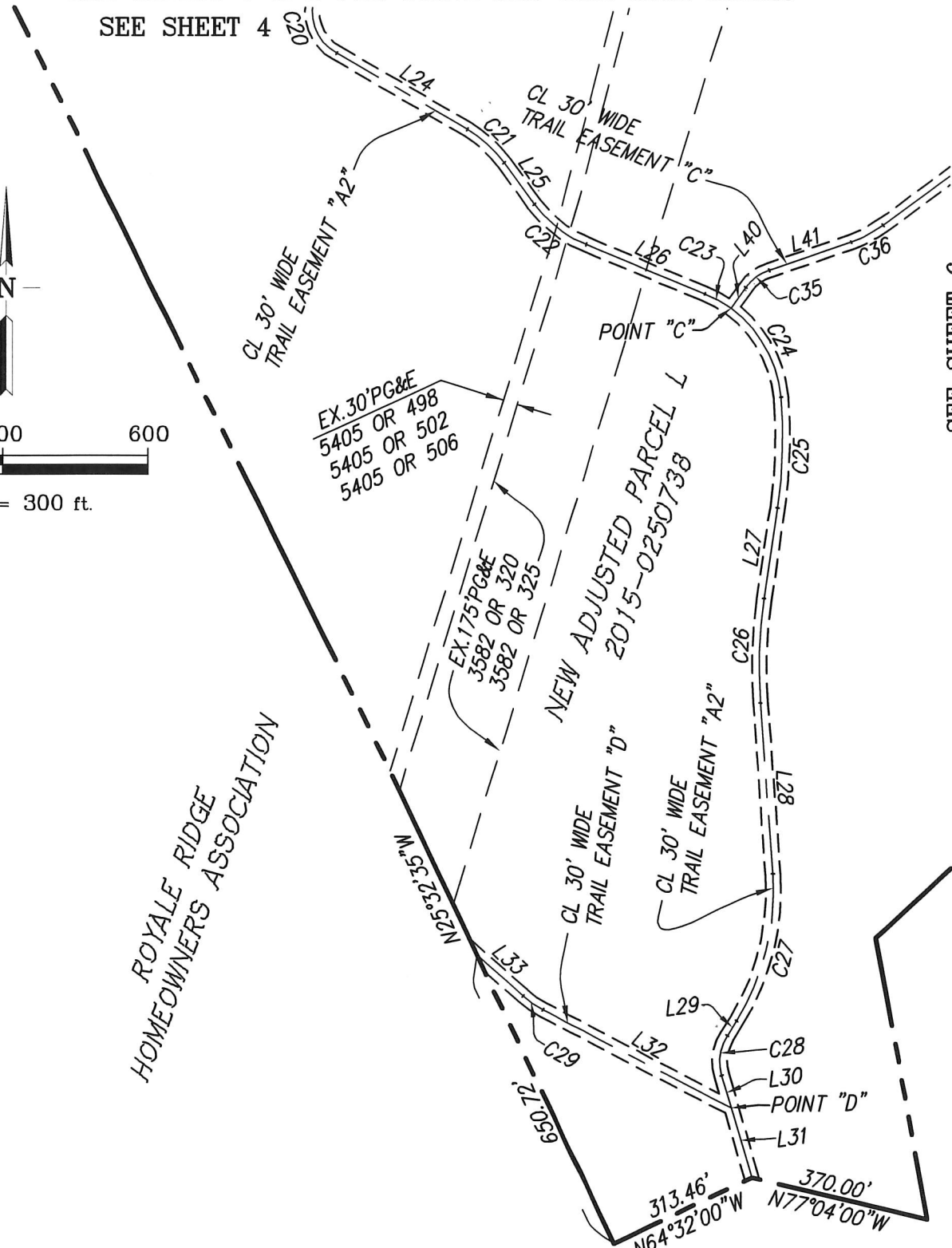


ROYALE RIDGE
HOMEOWNERS ASSOCIATION

EX. 30' PG&E
5405 OR 498
5405 OR 502
5405 OR 506

EX. 175' PG&E
3582 OR 320
3582 OR 325

NEW ADJUSTED PARCEL 1
2015-0250738



SHEET 5 OF 8

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RUGGERI-JENSEN-AZAR

ENGINEERS ■ PLANNERS ■ SURVEYORS

4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588

PHONE: (925) 227-9100 FAX: (925) 227-9300

EXHIBIT B
PLAT TO ACCOMPANY LEGAL DESCRIPTION
FOR
TRAIL EASEMENT

CONTRA COSTA COUNTY, CALIFORNIA

SCALE:
1" = 300'

DATE:
JULY 29, 2020

JOB NO.:
195006

SEE SHEETS 7 & 8 FOR CURVE AND LINE DATA TABLES

NEW ADJUSTED PARCEL L
2015-0250738

SUBDIVISION 9341
526 M 46

SAN RAMON VALLEY
UNIFIED SCHOOL DISTRICT
2014-0172328

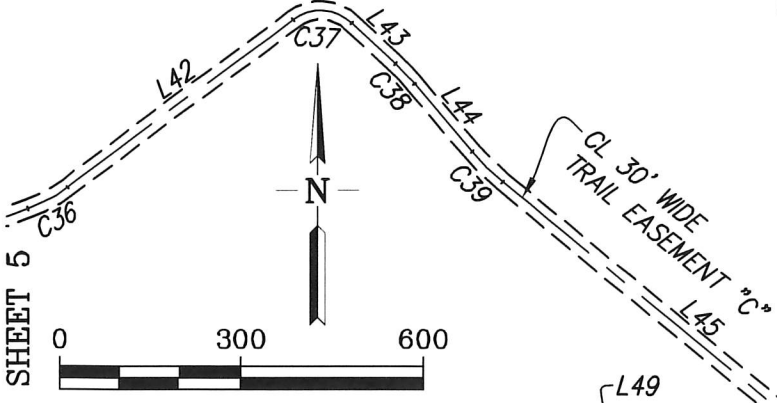
DOUGHERTY
ROAD

RANCHO SAN RAMON
COMMUNITY PARK

PARK LOOP ROAD

CITY CORPORATION
YARD

POINT "E"

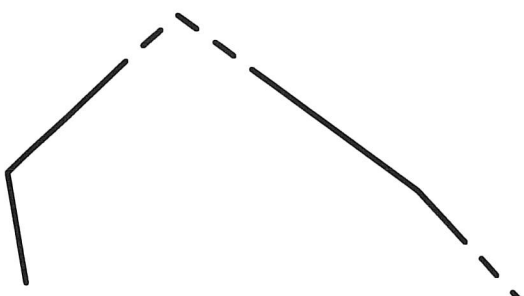


SEE SHEET 5

1 inch = 300 ft.

CL 15' WIDE
TRAIL EASEMENT

CL 30' WIDE
TRAIL EASEMENT "C"



SHEET 6 OF 8

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ENGINEERS ■ PLANNERS ■ SURVEYORS
4690 CHABOT DRIVE, SUITE 200 PLEASANTON, CA 94588
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EXHIBIT B
PLAT TO ACCOMPANY LEGAL DESCRIPTION
FOR
TRAIL EASEMENT

CONTRA COSTA COUNTY, CALIFORNIA

SCALE:
1" = 300'

DATE:
JULY 29, 2020

JOB NO.:
195006

CURVE DATA TABLES

Curve Table			
Curve	Radius	Delta	Length
C1	40.00'	35°58'22"	25.11'
C2	40.00'	47°53'38"	33.44'
C3	1000.00'	3°08'58"	54.97'
C4	150.00'	52°52'22"	138.42'
C5	100.00'	56°38'25"	98.86'
C6	250.00'	40°13'24"	175.51'
C7	200.00'	15°20'39"	53.56'
C8	50.00'	38°39'10"	33.73'
C9	50.00'	72°37'59"	63.38'
C10	75.00'	76°47'11"	100.51'
C11	105.00'	21°20'57"	39.12'
C12	500.00'	13°39'06"	119.13'
C13	250.00'	22°32'10"	98.33'
C14	100.00'	4°35'39"	8.02'
C15	100.00'	53°03'23"	92.60'
C16	250.00'	41°02'07"	179.05'
C17	200.00'	56°06'54"	195.88'
C18	200.00'	39°48'59"	138.99'
C19	500.00'	36°58'49"	322.71'
C20	100.00'	80°19'09"	140.18'
C21	250.00'	23°32'07"	102.69'
C22	250.00'	31°13'42"	136.26'
C23	250.00'	13°53'46"	60.63'
C24	250.00'	49°12'21"	214.70'
C25	1000.00'	13°01'42"	227.39'
C26	1000.00'	12°17'34"	214.55'
C27	500.00'	36°05'42"	314.99'
C28	100.00'	48°23'29"	84.46'
C29	200.00'	14°15'16"	49.76'

Curve Table			
Curve	Radius	Delta	Length
C30	500.00'	3°45'04"	32.73'
C31	500.00'	8°43'29"	76.14'
C32	250.00'	20°06'59"	87.77'
C33	150.00'	32°04'22"	83.97'
C34	250.00'	13°19'34"	58.15'
C35	100.00'	34°40'08"	60.51'
C36	250.00'	17°13'06"	75.13'
C37	75.00'	79°12'14"	103.68'
C38	400.00'	6°32'18"	45.65'
C39	400.00'	10°03'03"	70.17'
C40	10.00'	117°46'04"	20.55'
C41	50.00'	35°32'50"	31.02'
C42	50.00'	25°37'36"	22.36'
C43	30.00'	58°31'31"	30.64'
C44	95.00'	45°06'28"	74.79'
C45	110.00'	10°51'09"	20.84'
C46	280.00'	17°05'08"	83.50'
C47	60.00'	39°03'06"	40.89'
C48	240.00'	17°15'06"	72.26'
C49	135.00'	81°45'55"	192.65'
C50	135.00'	7°18'59"	17.24'
C51	47.50'	21°49'32"	18.09'
C52	931.50'	10°44'15"	174.57'
C53	1779.50'	0°47'23"	24.53'
C54	462.00'	1°14'39"	10.03'
C55	20.00'	99°01'25"	34.57'
C56	40.00'	1°12'26"	0.84'
C57	25.00'	34°00'46"	14.84'
C58	20.00'	80°58'35"	28.27'

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

EXHIBIT B
PLAT TO ACCOMPANY LEGAL DESCRIPTION
FOR
TRAIL EASEMENT

CONTRA COSTA COUNTY, CALIFORNIA

SCALE:
NONE

DATE:
JULY 29, 2020

JOB NO.:
195006

LINE DATA TABLES

Line Table		
Line	Bearing	Distance
L1	N04°31'40"W	12.15'
L2	N40°30'02"W	57.36'
L3	N07°23'36"E	25.26'
L4	N04°14'38"E	49.46'
L5	N57°07'00"E	40.61'
L6	N00°28'35"E	31.43'
L7	N24°24'10"W	181.00'
L8	N14°15'00"E	103.05'
L9	N11°33'13"E	114.31'
L10	N84°11'12"E	128.96'
L11	N07°24'01"E	24.14'
L12	N82°35'59"W	10.00'
L13	N07°24'01"E	7.54'
L14	N88°22'36"E	16.13'
L15	N82°35'59"W	77.50'
L16	N20°02'10"W	254.07'
L17	N06°23'04"W	232.34'
L18	N16°09'06"E	110.34'
L19	N41°29'56"W	163.42'
L20	N00°27'49"W	519.84'
L21	N56°34'43"W	94.99'
L22	N16°45'44"W	160.22'
L23	N20°13'05"E	803.10'
L24	N60°06'04"W	312.86'
L25	N36°33'57"W	105.61'
L26	N67°47'39"W	265.72'
L27	N08°20'10"E	187.36'
L28	N03°57'24"W	349.59'
L29	N32°08'18"E	36.10'
L30	N16°15'10"W	68.72'
L31	N16°15'10"W	147.26'
L32	N62°44'28"W	435.13'

Line Table		
Line	Bearing	Distance
L33	N48°29'12"W	126.28'
L34	N79°48'23"E	216.09'
L35	N83°33'27"E	153.29'
L36	N87°43'04"W	205.93'
L37	N67°36'05"W	214.88'
L38	N80°19'33"E	111.89'
L39	N66°59'59"E	381.90'
L40	N36°06'07"E	52.88'
L41	N70°46'15"E	177.71'
L42	N53°33'09"E	461.88'
L43	N47°14'37"W	98.53'
L44	N40°42'19"W	146.10'
L45	N50°45'22"W	779.63'
L46	N67°00'42"E	113.29'
L47	N76°55'56"E	56.06'
L48	N44°32'33"W	158.33'
L49	N89°39'01"W	15.58'
L50	N23°21'36"E	62.53'
L51	N41°09'13"W	32.40'
L52	N48°28'12"W	99.59'
L53	N70°17'44"W	47.41'
L54	N68°01'51"E	14.53'
L55	N78°46'06"E	144.02'
L56	N11°19'30"W	6.41'
L57	N88°22'36"E	85.11'
L58	N01°37'24"W	20.00'
L59	N07°24'01"E	2.07'
L60	N07°24'01"E	15.00'
L61	N82°35'59"W	10.00'
L62	N88°15'39"E	480.44'
L63	N87°20'04"W	152.49'
L64	N81°55'51"W	433.08'

SHEET 8 OF 8

EXHIBIT B
 PLAT TO ACCOMPANY LEGAL DESCRIPTION
 FOR
 TRAIL EASEMENT

CONTRA COSTA COUNTY, CALIFORNIA

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

SCALE:
 NONE

DATE:
 JULY 29, 2020

JOB NO.:
 195006

ACKNOWLEDGMENT

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

State of California
County of Alameda)

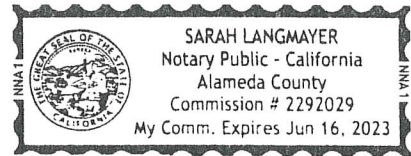
On July 29, 2020 before me, Sarah Langmayer, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)



ACKNOWLEDGMENT

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

State of California
County of Alameda

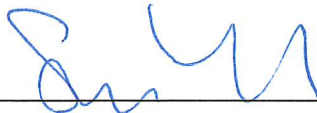
On July 29, 2020 before me, Sarah Langmayer, Notary Public
(insert name and title of the officer)

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

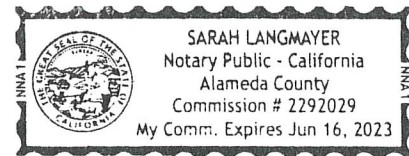
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



Recorded at the request of: Clerk of the Board

Return To: Public Works Dept- Simone Saleh

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

Adopted this Resolution on 09/08/2020 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. 2020/207

IN THE MATTER OF accepting Offer of Dedication for a Trail Easement for road acceptance RA06-01230 (cross reference subdivision SD04-08856), for a project being developed by Shapell Industries, Inc., a Delaware Corporation, as recommended by the Public Works Director, San Ramon (Dougherty Valley) area. (District II)

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

INSTRUMENT: Offer of Dedication for a Trail Easement

APN: 222-270-056

GRANTOR: Shapell Industries, Inc., a Delaware Corporation

AREA: San Ramon (Dougherty Valley)

DISTRICT: II

Contact: Randolph Sanders (925) 313-2111

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

ATTESTED: September 8, 2020

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


By: Stacey M. Boyd, Deputy

cc: Larry Gossett- Engineering Services, Randolph Sanders- Engineering Services, Karen Piona- Record, Renee Hutchins - Records, Telma Moreira - DCD, Shapell Industries, Inc., a Delaware Corp.



Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: September 8, 2020

Subject: Approving the eighth extension of the Subdivision Agreement for subdivision SD03-08744, Martinez area.

RECOMMENDATION(S):

ADOPT Resolution No. 2020/218 approving the eighth extension of the Subdivision Agreement for subdivision SD03-08744, for a project being developed by Discovery Builders, Inc., as recommended by the Public Works Director, Martinez area. (District V)

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

The termination date of the Subdivision Agreement needs to be extended. The developer has not completed the required improvements and has requested more time. (Approximately 0% of the work has been completed to date.) By granting an extension, the County will give the developer more time to complete improvements and keeps the bond current.

CONSEQUENCE OF NEGATIVE ACTION:

The termination date of the Subdivision Agreement will not be extended and the developer will be in default of the agreement, requiring the County to take legal action against the developer and surety to get the improvements installed, or revert the development to acreage.

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

Action of Board On: **09/08/2020** 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: September 8, 2020

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

By: Stacey M. Boyd, Deputy

Contact: Randolph Sanders (925)
313-2111

AGENDA ATTACHMENTS

Resolution No. 2020/218

Subdivision Agreement Extension

Improvement Security Bond For Subdivision
Agreement

MINUTES ATTACHMENTS

Signed: Resolution No. 2020/218

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

Adopted this Resolution on 09/08/2020 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. 2020/218

IN THE MATTER OF approving the eighth extension of the Subdivision Agreement for subdivision SD03-08744, for a project being developed by Discovery Builders, Inc., as recommended by the Public Works Director, Martinez area. (District V)

WHEREAS the Public Works Director having recommended that he be authorized to execute the eighth agreement extension which extends the subdivision improvement agreement between Discovery Builders, Inc. and the County for construction of certain improvements in subdivision SD03-08744, Martinez area, through August 14, 2021.

APPROXIMATE PERCENTAGE OF WORK COMPLETE: 0%

ANTICIPATED DATE OF COMPLETION: December 2024

BOND NO.: LICX1194585 Date: July 9, 2020

REASON FOR EXTENSION: Due to global pandemic, housing market in area needs to be re-assessed.

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

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

ATTESTED: September 8, 2020

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

Contact: Randolph Sanders (925) 313-2111

By: Stacey M. Boyd, Deputy

cc: Larry Gossett- Engineering Services, Randolph Sanders- Engineering Services, Ronald Lai, Engineering Services, Cinda Tovar- Design & Construction, Ruben Hernandez - DCD, Discovery Builders, Inc., Lexon Insurance Company, T-06/14/2021

**CONTRA COSTA COUNTY
SUBDIVISION AGREEMENT EXTENSION**

Development Number: SD03-08744
Developer: Discovery Builders, Inc.
Original Agreement Date: August 14, 2007
Extension New Termination Date: August 14, 2021

Improvement Security

SURETY: Lexon Insurance Company

BOND No. LICX1194585

Date: July 9, 2020

Security Type

Security Amount

Cash:

\$ 5,100.00 (1% cash, \$1,000 Min.)

SURETY BOND:

\$ 505,800.00 (Performance)

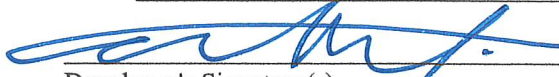
\$ 255,400.00 (Labor& Material)

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

Dated: _____

Dated: July 15, 2020

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



 Developer's Signature(s)

Albert D. Seeno, III, CEO

 Printed

By: _____

 Developer's Signature(s)

RECOMMENDED FOR APPROVAL:

By: _____
 (Engineering Services Division)

 Printed
 4061 Port Chicago Hwy, Suite H, Concord, CA 94520

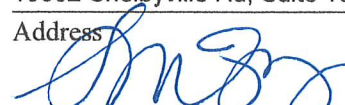
 Address
 Lexon Insurance Company
 Surety or Financial Institution

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

 Address
 10002 Shelbyville Rd, Suite 100, Louisville, KY 40223

FORM APPROVED: Victor J. Westman, County Counsel

After Approval Return to Clerk of the Board



 Attorney in Facts Signature

S. Nicole Evans // signed: July 14, 2020

 Printed

ACKNOWLEDGMENT

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

State of California
County of Contra Costa)

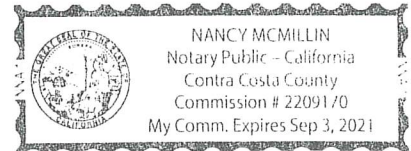
On July 15th, 2020 before me, Nancy McMillin, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)



ACKNOWLEDGMENT

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

State of California
County of Contra Costa)

On JULY 14, 2020 before me, Nancy Mcmillin, Notary Public
(insert name and title of the officer)

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

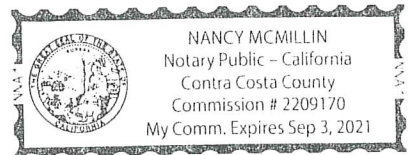
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



POWER OF ATTORNEY

4039

Lexon Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that LEXON INSURANCE COMPANY, a Texas Corporation, with its statutory home office in Austin, Texas, does hereby constitute and appoint: Bradley N. Wright, Carlyne Emery, S. Nicole Evans its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of LEXON INSURANCE COMPANY on the 1st day of July, 2003 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed \$20,000,000.00, Twenty Million Dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Assistant Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, LEXON INSURANCE COMPANY has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 22nd day of June, 2018.

LEXON INSURANCE COMPANY



BY [Signature] Brian Beggs President

ACKNOWLEDGEMENT

On this 22nd day of June, 2018, before me, personally came Brian Beggs to me known, who be duly sworn, did depose and say that he is the President of LEXON INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



AMY TAYLOR Notary Public- State of Tennessee Davidson County My Commission Expires 5-9-2023

BY [Signature] Amy Taylor Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of LEXON INSURANCE COMPANY, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the forgoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Seal at Mount Juliet, Tennessee this 14th Day of JULY, 2020



BY [Signature] Andrew Smith Assistant Secretary

“WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.”

UPON ACCEPTANCE BY THE COUNTY:
This bond replaces and releases Safeco Insurance
Company of America, Bond No. 6503332.

Subdivision: SD03-08744
Bond No.: LICX1194585
Premium: \$2,630.16 / YR
Any claim under this Bond should be sent
to the following address:
Lexon Insurance Company
10002 Shelbyville Rd, Suite 100
Louisville, KY 40223

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

1. **RECITAL OF SUBDIVISION AGREEMENT.** The Principal has executed an agreement with the County of Contra Costa (hereinafter "County") to install and pay for street, drainage and other improvements in Subdivision 08744 as specified in the Subdivision Agreement, and to complete said work within the time specified for completion in the Subdivision Agreement, all in accordance with State and local laws and rulings thereunder in order to satisfy conditions for filing of the Final Map or Parcel Map for said subdivision. Under the terms of the Subdivision Agreement, Principal is required to furnish a bond to secure the faithful performance of the Subdivision Agreement and payment to laborers and materialmen.

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

(A. Performance and Guarantee) Five Hundred Five Thousand Eight Hundred and 00/100 Dollars (\$ 505,800.00) for itself or any city assignee under the above Subdivision Agreement.

(B. Payment) Two Hundred Fifty Five Thousand Four Hundred and 00/100 Dollars (\$ 255,400.00) to secure the claims to which reference is made in Title XV (commencing with Section 3082) of Part 4 of Division III of the Civil Code of the State of California.

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

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

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

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

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


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

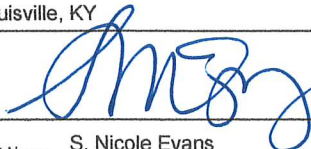
C. No change, extension of time, alteration, or addition to the terms of said Subdivision Agreement or the work to be performed thereunder or any plan or specifications of said work, agreed to by the Principal and the County of Contra Costa (or city assignee) shall relieve any Surety from liability on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

SIGNED AND SEALED on JULY 9, 2020.

Principal: Discovery Builders, Inc.
Address: 4021 Port Chicago Hwy. STE H
Concord, CA Zip: 94520

Surety: LEXON INSURANCE COMPANY
Address: 10002 Shelbyville Rd, Suite 100
Louisville, KY Zip: 40223

By: 
Print Name: Albert D. Seeno, III
Title: Chief Executive Officer

By: 
Print Name: S. Nicole Evans
Title: Attorney in Fact

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

ACKNOWLEDGMENT

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

State of California
County of Contra Costa)

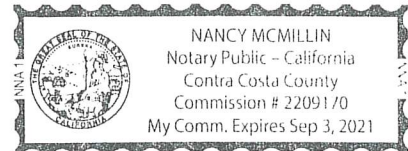
On July 9th, 2020 before me, Nancy McMillin, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)



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State of California
County of Contra Costa)

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(insert name and title of the officer)

personally appeared S. Nicole Evans,
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Signature  (Seal)



POWER OF ATTORNEY

4039

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IN WITNESS THEREOF, LEXON INSURANCE COMPANY has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 22nd day of June, 2018.

LEXON INSURANCE COMPANY



BY [Signature] Brian Beggs President

ACKNOWLEDGEMENT

On this 22nd day of June, 2018, before me, personally came Brian Beggs to me known, who be duly sworn, did depose and say that he is the President of LEXON INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



AMY TAYLOR Notary Public- State of Tennessee Davidson County My Commission Expires 5-9-2023

BY [Signature] Amy Taylor Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of LEXON INSURANCE COMPANY, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the forgoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Seal at Mount Juliet, Tennessee this 9th Day of JULY, 2020



BY [Signature] Andrew Smith Assistant Secretary

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

Adopted this Resolution on 09/08/2020 by the following vote:

John Gioia
Candace Andersen
Diane Burgis
Karen Mitchoff
Federal D. Glover

AYE: 5
NO: /
ABSENT: /
ABSTAIN: /
RECUSE: /



Resolution No. 2020/218

IN THE MATTER OF approving the eighth extension of the Subdivision Agreement for subdivision SD03-08744, for a project being developed by Discovery Builders, Inc., as recommended by the Public Works Director, Martinez area. (District V)

WHEREAS the Public Works Director having recommended that he be authorized to execute the eighth agreement extension which extends the subdivision improvement agreement between Discovery Builders, Inc. and the County for construction of certain improvements in subdivision SD03-08744, Martinez area, through August 14, 2021.

APPROXIMATE PERCENTAGE OF WORK COMPLETE: 0%

ANTICIPATED DATE OF COMPLETION: December 2024

BOND NO.: LICX1194585 Date: July 9, 2020

REASON FOR EXTENSION: Due to global pandemic, housing market in area needs to be re-assessed.

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

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

Contact: **Randolf Sanders (925) 313-2111**

ATTESTED: September 8, 2020

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

By: *Stacey M. Boyd*
Stacey M. Boyd, Deputy

cc: Larry Gossett- Engineering Services, Randolf Sanders- Engineering Services, Ronald Lai, Engineering Services, Cinda Tovar- Design & Construction, Ruben Hernandez - DCD, Discovery Builders, Inc., Lexon Insurance Company, T-06/14/2021



**Contra
Costa
County**

To: Board of Supervisors
From: Keith Freitas, Airports Director
Date: September 8, 2020

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

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Director of Airports, or designee, to execute a month-to-month hangar rental agreement with Edward Hefter for a modernized, south-facing T-hangar at Buchanan Field Airport effective August 10, 2020 in the monthly amount of \$370.00, Pacheco area

FISCAL IMPACT:

The Airport Enterprise Fund will realize \$4,440.00 annually.

BACKGROUND:

On September 1, 1970, Buchanan Airport Hangar Company entered into a 30-year lease with Contra Costa County for the construction of seventy-five (75) hangars and eighteen (18) aircraft shelters/shade hangars at Buchanan Field Airport. In 1977 Buchanan Airport Hangar Company amended their lease to allow for the construction of another 30-year lease with Contra Costa County for the construction of seventeen (17) additional hangars. Buchanan Airport Hangar Company was responsible for the maintenance and property management of the property during the lease period.

On September 1, 2000, the ninety-three

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/08/2020** 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: September 8, 2020

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

By: Stacey M. Boyd, Deputy

Contact: Beth Lee, (925)
681-4200

cc:

BACKGROUND: (CONT'D)

(93) t- and shade hangars at Buchanan Field reverted to the County ownership pursuant to the terms of the above lease.

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

On February 16, 2007, the additional seventeen (17) hangars at Buchanan Field reverted back to the County pursuant to the above referenced lease. This row included six (6) large hangars which were not covered by the approved T-Hangar and Shade Hangar Rental Agreement.

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

On January 16, 2009, Contra Costa County Board of Supervisors approved an amendment to the T-Hangar and Shade Hangar Rental Agreement and the Large Hangar Rental Agreement (combined "Hangar Rental Agreements") which removed the Aircraft Physical Damage Insurance requirement. The Hangar Rental Agreements are the current forms in use for rental of all the County hangars at Buchanan Field Airport.

CONSEQUENCE OF NEGATIVE ACTION:

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

ATTACHMENTS

F-9 Hangar Agreement

CONTRA COSTA COUNTY - BUCHANAN FIELD AIRPORT

T-HANGAR AND SHADE HANGAR RENTAL AGREEMENT

1. **PARTIES:** August 10, 2020 (“**Effective Date**”), the COUNTY OF CONTRA COSTA, a political subdivision of the State of California (“**Airport**”), Edward Hefter (“**Renter**”), hereby mutually agree and promise as follows:

2. **RENTER AND AIRCRAFT INFORMATION:** Simultaneous with the execution of this T-Hangar and Shade Hangar Rental Agreement (“**Rental Agreement**”) by Renter, Renter shall complete the Renter and Aircraft Information Form. A completed copy of the Renter and Aircraft Information Form is attached hereto as Exhibit “A” and incorporated herein. Renter must also provide to Airport at that time, for inspection and copying, (1) the original current Aircraft Registration or, if the aircraft described in Exhibit A is under construction, the plans for and proof of ownership of such aircraft; and (2) the insurance information required by Section 16 below.

3. **PURPOSE:** The purpose of this Rental Agreement is to provide for the rental of a T-Hangar or Shade Hangar space at the Contra Costa County - Buchanan Field Airport for the storage of the aircraft described in the Renter and Aircraft Information Form (“**Renter’s Aircraft**”).

4. **PREMISES:** For and in consideration of the rents and faithful performance by Renter of the terms and conditions set forth herein, Airport hereby rents to Renter and Renter hereby rents from Airport that T-Hangar or Shade Hangar shown as # F-9 on the T-Hangar and Shade Hangar Site Plan, attached hereto as Exhibit B and incorporated herein. This T-Hangar or Shade Hangar is part of the T-Hangar and Shade Hangar Site (“**T-Hangar Site**”) and shall hereinafter be described as the “**T-Hangar.**”

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

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

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

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

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

6. **TERM:** This Rental Agreement shall be from month to month commencing **August 10, 2020**, and shall continue until terminated. This Rental Agreement may be terminated by any party upon thirty (30) days written notice to the other party.

7. **RENT:**

A. Monthly Rent and Additional Rent. Renter shall pay \$ **370.00** in rent per month ("**Monthly Rent**") due and payable in advance on the first day of each calendar month, beginning on the commencement date of this Rental Agreement. Unless directed to do otherwise by Airport, Renter shall pay rent only in cash or by personal check, certified check, or money order. If the term of this Rental Agreement begins on a day other than the first day of the month, the Monthly Rent stated above for the first month shall be prorated



**Contra
Costa
County**

To: Board of Supervisors
From: Keith Freitas, Airports Director
Date: September 8, 2020

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

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Director of Airports, or designee, to execute a month-to-month hangar rental agreement with Thomas Logan for a modernized, south-facing large hangar at Buchanan Field Airport effective August 18, 2020 in the monthly amount of \$620.00, Pacheco area

FISCAL IMPACT:

The Airport Enterprise Fund will realize \$7,440.00 annually.

BACKGROUND:

On September 1, 1970, Buchanan Airport Hangar Company entered into a 30-year lease with Contra Costa County for the construction of seventy-five (75) hangars and eighteen (18) aircraft shelters/shade hangars at Buchanan Field Airport. In 1977 Buchanan Airport Hangar Company amended their lease to allow for the construction of another 30-year lease with Contra Costa County for the construction of seventeen (17) additional hangars. Buchanan Airport Hangar Company was responsible for the maintenance and property management of the property during the lease period.

On September 1, 2000, the ninety-three

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/08/2020** 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: September 8, 2020

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

By: Stacey M. Boyd, Deputy

Contact: Beth Lee, (925)
681-4200

cc:

BACKGROUND: (CONT'D)

(93) t- and shade hangars at Buchanan Field reverted to the County ownership pursuant to the terms of the above lease.

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

On February 16, 2007, the additional seventeen (17) hangars at Buchanan Field reverted back to the County pursuant to the above referenced lease. This row included six (6) large hangars which were not covered by the approved T-Hangar and Shade Hangar Rental Agreement.

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

On January 16, 2009, Contra Costa County Board of Supervisors approved an amendment to the T-Hangar and Shade Hangar Rental Agreement and the Large Hangar Rental Agreement (combined "Hangar Rental Agreements") which removed the Aircraft Physical Damage Insurance requirement. The Hangar Rental Agreements are the current forms in use for rental of all the County hangars at Buchanan Field Airport.

CONSEQUENCE OF NEGATIVE ACTION:

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

ATTACHMENTS

F-5 Hangar Agreement

CONTRA COSTA COUNTY - BUCHANAN FIELD AIRPORT

LARGE AIRCRAFT HANGAR RENTAL AGREEMENT

1. **PARTIES:** Effective August 18, 2020 (the “**Effective Date**”), the COUNTY OF CONTRA COSTA, a political subdivision of the State of California (“**Airport**”), and Thomas Logan (“**Renter**”), hereby mutually agree and promise as follows:
2. **RENTER AND AIRCRAFT INFORMATION:** Simultaneous with the execution of this Large Aircraft Hangar Rental Agreement (this “**Rental Agreement**”) by Renter, Renter shall complete a Renter and Aircraft Information Form attached hereto as Exhibit A for each of the aircraft to be stored in Renter’s Large Aircraft Hangar. A completed copy of the Renter and Aircraft Information Form is attached hereto as Exhibit A and incorporated herein. Renter must also provide to Airport at that time, for inspection and copying, (1) the original current aircraft registration for each of Renter’s Aircraft or, if any of Renter’s Aircraft described in Exhibit A is under construction, the plans for and proof of ownership of such aircraft; and (2) the insurance information required by Section 16 below for each of Renter’s Aircraft.
3. **PURPOSE:** The purpose of this Rental Agreement is to provide for the rental of a large aircraft hangar space at the Contra Costa County - Buchanan Field Airport for the storage of the aircraft described in the Renter and Aircraft Information Form attached hereto as Exhibit A (individually or collectively, as the case may be, “**Renter’s Aircraft**”).
4. **PREMISES:** For and in consideration of the rents and faithful performance by Renter of the terms and conditions set forth herein, Airport hereby rents to Renter and Renter hereby rents from Airport that large aircraft hangar shown as #F-5 on the Large Aircraft Hangar Site Plan, attached hereto as Exhibit B and incorporated herein (hereinafter referred to as the “**Large Aircraft Hangar**.”).

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

5. **USE:** The Large Aircraft Hangar shall be used exclusively by Renter for the storage of Renter’s Aircraft. In addition to the storage of Renter’s Aircraft, Renter may use the Large Aircraft Hangar for (1) the homebuilding, restoration and/or maintenance of Renter’s Aircraft, provided that such homebuilding, restoration and/or maintenance is performed by Renter only and in conformance with all applicable statutes, ordinances, resolutions, regulations, orders, circulars (including but not

limited to FAA Advisory Circular 20-27) and policies now in existence or adopted from time to time by the United States, the State of California, the County of Contra Costa and other government agencies with jurisdiction over Buchanan Field Airport; (2) the storage of and materials directly related to the storage, construction of homebuilt planes homebuilding, restoration, and/or maintenance of Renter's Aircraft; (3) the storage of one boat, or one recreational vehicle, or one motorcycle, or one automobile, provided that Renter first provides to Airport proof of Renter's ownership and original registration of any stored boat or vehicle, for inspection and copying; and/or (4) the storage of comfort items (such as a couch, small refrigerator, etc.) that the Director of Airports, in his sole discretion, determines will not impede the use of the hangar for the storage of Renter's Aircraft, and are not prohibited by applicable building and fire codes. The Large Aircraft Hangar shall not be used for any purpose not expressly set forth in this Section 5. Use.

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

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

6. **TERM:** This Rental Agreement shall be from month to month commencing **August 18, 2020** and shall continue until terminated. This Rental Agreement may be terminated by any party upon thirty (30) days written notice to the other party.

7. **RENT**
 - A. **Monthly Rent and Additional Rent.** Renter shall pay \$ 620.00 in rent per month ("**Monthly Rent**") due and payable in advance on the first day of



**Contra
Costa
County**

To: Board of Supervisors
From: David Twa, County Administrator
Date: September 8, 2020

Subject: Claims

RECOMMENDATION(S):

DENY claims filed by Narsai David, Laurie Harms (2), Karen and Andrew Logan, Mercury Insurance Group a subrogee of Clinton Collins, Jessica Raska, Rodric Stanley Jr. (2), and Michael Sumler. DENY amended claim filed by USAA a subrogee of Albert Galvan. DENY late claims filed by Scott Collier, EG, a deceased minor by and through his successors Clarissa Simms, and Edward Gatlin (3).

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

Narsai David: Property claim for damage to roof due to tree falling in the amount of \$3,150.
Laurie Harms: Personal injury claim for emotional distress in an amount to be determined.
Karen & Andrew Logan: Personal injury and property claim for damage to home and injuries arising out of vehicle pursuit in the amount of \$25,000.
Mercury Ins. Group a subrogee of Clinton Collins: Property claim for fire damage to real property in the amount of \$110,000.
Jessica Raska: Personal injury claim for injuries arising from trip and fall in

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/08/2020** 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: September 8, 2020

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)

the amount of \$300,000.

Rodric Stanley Jr.: Personal injury claim for injuries while in custody in the amount of \$200,000.

Michael Sumler: Property claim for damage to vehicle arising out of motor vehicle accident in the amount of \$2,132.59

USAA a subrogee of Albert Galvan: Amended property claim for damage to vehicle due to roadway in the amount of \$4,823.24

Scott Collier: Request the Board of Supervisors accept a late claim for alleged failure to summon medical care.

Edison Gatlin, a deceased minor by & through his successors Clarissa Simms & Edward Gatlin: Request that Board of Supervisors accept a late claim for wrongful death of minor.



Contra
Costa
County

To: Board of Supervisors
From: David Twa, County Administrator
Date: September 8, 2020

Subject: ACCEPT Board members meeting reports for July 2020

RECOMMENDATION(S):

ACCEPT Board members meeting reports for July 2020.

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

Government Code section 53232.3(d) requires that members of legislative bodies report on meetings attended for which there has been expense reimbursement (mileage, meals, lodging ex cetera). The attached reports were submitted by the Board of Supervisors members in satisfaction of this requirement. District V has nothing to report.

CONSEQUENCE OF NEGATIVE ACTION:

The Board of Supervisors will not be in compliance with Government Code 53232.3(d).

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/08/2020** 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: September 8, 2020

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

By: Stephanie Mello, Deputy

Contact: Joellen Bergamini
925.335.1906

cc:

ATTACHMENTS

District IV July 2020
Report

District III July 2020
Report

District II July 2020 Report

Supervisor Candace Andersen – Monthly Meeting Report July 2020

Date	Meeting	Location
1	CCHS Briefing	Phone conference
1-3	Daily Staff meeting	Zoom meeting
2	COVID Ad Hoc	Zoom Meeting
6	CCHS Briefing	Phone conference
6	SWAT	Zoom Meeting
6-10	Staff Meeting Daily	Zoom Meeting
7	Transportation Meeting	Zoom Meeting
8	CCCERA	Zoom Meeting
9	COVID Ad Hoc	Zoom Meeting
9	Mayors Conf	Zoom Meeting
10	SR Mayors meeting	Zoom Meeting
10	CCHS Briefing	Phone conf
13-17	Staff meeting daily	Zoom Meeting
13	TWIC	Zoom meeting
13	Internal Ops	Zoom meeting
14	Board of Supervisors	Zoom Meeting
14	TRAFFIX	Zoom Meeting
15	CCHS Briefing	Phone conf
15	Rotary Rossmoor	Zoom Meeting
16	CCCTA	Zoom Meeting
16	ABAG	Zoom Meeting
16	COVID Ad-Hoc	Zoom Meeting
20	CCHS Briefing	Phone cprf
20	Alamo Liaison	Zoom Meeting
20	MTC ABAG	Zoom Meeting
20-24	Staff meeting daily	Zoom Meeting
22	CCHS Briefing	Phone conf
22	CCCERA	Zoom Meeting
22	TRAFFIX	Zoom Meeting
23	COVID Ad Hoc	Zoom Meeting
23	Kiwanis Club San Ramon	Zoom Meeting
23	CCCSWA	Zoom Meeting
24	SR Mayors Meeting	Zoom Meeting
24	CCHS Briefing	Phone Conf
27	Famiily& Human Services	Zoom Meeting
27	Public Protection	Zoom Meeting
27-31	Staff meeting daily	Zoom meeting
28	Board of Supervisors	Zoom meeting
29	All Home Regional Impact	Zoom meeting
30	COVID Ad Hoc	Zoom meeting
30	SR Chamber State of County	Zoom meeting
31	CCHS Briefing	phone conf

Supervisor Candace Andersen – Monthly Meeting Report *July 2020*

Supervisor Diane Burgis - July 2020 AB1234 Re

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

Date	Meeting Name	Location
1-Jul	Meeting with Health Services	Via Phone
1-Jul	Meeting with Ag, Code Enforcment and Sheriff's Department	Via Phone
1-Jul	Mental Health Commission Meeting	Web Meeting
4-Jul	Census Caravan	Oakley/Brentwood
6-Jul	Meeting with Health Services	Via Phone
6-Jul	Meeting with Department of Conservation and Development Director, John Kopchik	Via Phone
8-Jul	Meeting with Health Services	Via Phone
8-Jul	Meeting with Contra Costa Budget Justice Coalition	Web Meeting
8-Jul	Meeting with County Administrator, David Twa	Via Phone
8-Jul	Transplan Meeting	Web Meeting
9-Jul	Meeting with East Contra Costa Groundwater Sustainability Workshop	Web Meeting
9-Jul	Town Hall with Insurance Commissioner Ricardo	Web Meeting
10-Jul	Meeting with Health Services	Via Phone
10-Jul	Delta Counties Coalition Meeting	Via Phone
13-Jul	Meeting with Health Services	Via Phone
13-Jul	Internal Operations Committee Meeting	Web Meeting
13-Jul	Legislation Committee Meeting	Web Meeting
14-Jul	Board of Supervisors Meeting	Web Meeting
14-Jul	Housing Authority Meeting	Web Meeting
15-Jul	Meeting with East Contra Costa Fire Protection District	Web Meeting
15-Jul	Meeting with Health Services	Via Phone
15-Jul	Meeting with Homeless Services	Via Phone
16-Jul	Meeting with San Ramon Valley Fire District	Web Meeting
16-Jul	Meeting with Phillips 66 Refinery	Web Meeting
16-Jul	Delta Protection Commission Meeting	Web Meeting
17-Jul	Meeting with Health Services	Via Phone
17-Jul	Family Justice Center Meeting	Web Meeting
20-Jul	Meeting with Health Services	Via Phone
20-Jul	2020 Census Meeting	Web Meeting
22-Jul	Meeting with Health Services	Via Phone
24-Jul	Meeting with Health Services	Via Phone
27-Jul	Meeting with Health Services	Via Phone
27-Jul	Meeting with Brian Mulligan, Byron Solar Projects	Web Meeting
27-Jul	Meeting with Comcast	Web Meeting

27-Jul	Meeting with County Administrator, David Twa	Via Phone
28-Jul	Board of Supervisors Meeting	Web Meeting
30-Jul	Meeting with Appointments Advisor Kristi Stauffacher	Via Phone
31-Jul	Meeting with Health Services	Via Phone

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

port

bodies report on meetings
meals, lodging, etc).

Purpose

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Community Outreach

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**Supervisor Karen Mitchoff
July 2020**

DATE	MEETING NAME	LOCATION	PURPOSE
07/14/20	Board of Supervisors Meeting	Martinez	Decisions on agenda items
07/28/20	Board of Supervisors Meeting	Martinez	Decisions on agenda items



Contra
Costa
County

To: Board of Supervisors
From: John Gioia, District I Supervisor
Date: September 8, 2020

Subject: Ceremonial Resolution Declaring September 2001 “Bike Anywhere Month”, and October 7 “Clean Air Day” in Contra Costa County

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/08/2020** 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: September 8, 2020

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

By: Stephanie Mello, Deputy

Contact: Kate Rauch (510)
334-0885

cc:

ATTACHMENTS

Resolution

2020/241

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

In the matter of:

Resolution No. 2020/241

Declaring September 2020 “Bike Anywhere Month”, and October 7 “Clean Air Day” in Contra Costa County

WHEREAS, Clean air and a healthy atmosphere support human health; and

WHEREAS, Breathing clean air is vital to healthy lungs, healthy circulatory systems, healthy bodies and minds; and

WHEREAS, Climate change and global warming have negative consequences for the environment and for public health; and

WHEREAS, Contra Costa County encourages its employees and residents to do what they can to protect and improve air quality for the health of people and of the natural environment; and

WHEREAS, One way residents and employees can advocate for clean air is by participating in the annual California Clean Air Day and Bike to Work Day, which are modified this year due to COVID-19;

WHEREAS, This year Bike to Work Day, which was cancelled in May because of the virus, is Bike Wherever Month for all of September, 2020; and Clean Air Day, October 7, 2020 features an on-line pledge with activities to improve air quality and fight climate change, including virus-safe actions; and

WHEREAS, One of the many actions people can take on California Clean Air Day is taking a bike ride or using a bicycle instead of a car. Contra Costa County acknowledges that bicycling is a viable transportation mode to improve the "livability" of communities by reducing traffic noise and congestion, in addition to being a zero carbon emission mode of getting around;

WHEREAS, Bike to Work Days have proven effective in converting drivers into bicyclists and educating citizens about the public health benefits of bicycling to work regularly, and the goal of Bike to Wherever Days is to encourage people to ride their bicycle for all types of trips; and

WHEREAS, California Clean Air Day, October 7, is a collective day of action sponsored by the nonprofit Coalition for Clean Air. In 2019, more than 650,000 Californians participated in Clean Air Day; and

WHEREAS, To participate in Clean Air Day visit the website Cleanairday.org and pledge to take action from a menu of activities that help clean the air, from planting a tree, to buying produce locally, to walking or biking instead of taking a car, to switching from your gas-powered to an electric vehicle; and

WHEREAS, Clean Air Day has pledge activities for children and for organizations or businesses; and

WHEREAS, Even in a pandemic, residents and workers in Contra Costa County can safely work together to improve our air quality and reverse climate change in easy, fun, and interesting ways;

NOW, THEREFORE BE IT RESOLVED that the Contra Costa County Board of Supervisors hereby proclaims September 2020 as "Bike to Wherever Days" in Contra Costa County and October 7, 2020 as Clean Air Day in Contra Costa County, and encourage residents and workers to take action for the health of individuals, our communities, and our planet.

CANDACE ANDERSEN
Chair, District II Supervisor

JOHN GIOIA
Chair, District I 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: September 8, 2020

David J. Twa,

By: _____, Deputy



Contra
Costa
County

To: Board of Supervisors
From: Melinda Cervantes, County Librarian
Date: September 8, 2020

Subject: Recognizing National Literacy Month

RECOMMENDATION(S):

ADOPT Resolution 2020/240, recognizing September 2020 as National Literacy Month.

FISCAL IMPACT:

None.

BACKGROUND:

National Literacy Month is observed each September. Created to coincide with UNESCO's celebration of International Literacy Day on September 8, National Literacy Month recognizes the transformative power of literacy to create successful societies, healthy communities, and prosperous economies through lifelong learning and education.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/08/2020** 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: September 8, 2020

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

By: Stephanie Mello, Deputy

Contact: Walt Beveridge
925-608-7730

cc:

ATTACHMENTS

Resolution
2020/240

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

In the matter of:

Resolution No. 2020/240

In the Matter of Recognizing September 2020 as National Literacy Month:

WHEREAS, the need for a highly literate citizenry increases as Contra Costa County moves toward an increasingly technological future; and

WHEREAS, the National Center for Education Statistics estimates that one in five adults in Contra Costa County experience literacy issues that impact their lives and families, their ability to work productively, and their full participation as citizens and residents of Contra Costa County; and

WHEREAS, Project Second Chance, Contra Costa County Library's adult literacy program, has provided more than 6,100 Contra Costa County residents with free and confidential basic English reading and writing tutoring since 1984; and

WHEREAS, Project Second Chance and Contra Costa County Library have continued to offer critical literacy services to the Contra Costa County community during the COVID-19 pandemic;

NOW, THEREFORE, BE IT RESOLVED that the Contra Costa County Board of Supervisors proclaims September 2020 as NATIONAL LITERACY MONTH and encourages all residents to visit the library this month, by appointment or virtually, to take advantage of the wonderful library resources available and to explore what's new. Because of you, Libraries Transform.

CANDACE ANDERSEN
Chair, District II Supervisor

JOHN GIOIA
Chair, District I 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: September 8, 2020

David J. Twa,

By: _____, Deputy



Contra
Costa
County

To: Board of Supervisors
From: Diane Burgis, District III Supervisor
Date: September 8, 2020

Subject: FAMILY & CHILDREN'S TRUST COMMITTEE

RECOMMENDATION(S):

REAPPOINT Stephanie Williams-Rogers to the District 3 seat on the Family and Children's Trust Committee to a term expiring September 30, 2022, as recommended by Supervisor Diane Burgis.

Stephanie Williams-Rogers
Brentwood, CA 94513

FISCAL IMPACT:

None.

BACKGROUND:

The District 3 seat is scheduled to expire September 30, 2020. Applications were accepted and the recommendation to reappoint the above individual was then determined.

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

Action of Board On: **09/08/2020** 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: September 8, 2020

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

By: Stacey M. Boyd, Deputy

Contact: Lea Castleberry
925-252-4500

cc:



Contra
Costa
County

To: Board of Supervisors
From: Diane Burgis, District III Supervisor
Date: September 8, 2020

Subject: EMERGENCY MEDICAL CARE COMMITTEE

RECOMMENDATION(S):

REAPPOINT Karin Schnaider to the District 3 seat on the Emergency Medical Care Committee to a term expiring September 30, 2022, as recommended by Supervisor Diane Burgis.

FISCAL IMPACT:

None.

BACKGROUND:

The District 3 seat is set to expire September 30, 2020. Applications were accepted and the recommendation to reappoint the above individual was then determined.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/08/2020** 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: September 8, 2020

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

By: Stacey M. Boyd, Deputy

Contact: Lea Castleberry
925-252-4500

cc:



Contra
Costa
County

To: Board of Supervisors
From: Diane Burgis, District III Supervisor
Date: September 8, 2020

Subject: FIRST 5

RECOMMENDATION(S):

APPOINT Lee Ross to the District 3 seat on the First 5 Contra Costa Children and Families Commission to a term expiring August 16, 2023, as recommended by Supervisor Diane Burgis.

FISCAL IMPACT:

None.

BACKGROUND:

The District 3 seat was set to expire August 16, 2020. Applications were accepted and the recommendation to appoint the above individual was then determined.

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

Action of Board On: **09/08/2020** 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: September 8, 2020

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

By: Stacey M. Boyd, Deputy

Contact: Lea Castleberry
925-252-4500

cc:



**Contra
Costa
County**

To: Board of Supervisors
From: Kathy Gallagher, Employment & Human Services Director
Date: September 8, 2020

Subject: Resignation from the Family and Children's Trust Committee

RECOMMENDATION(S):

ACCEPT the resignation of Marianne Gagen, effective August 4, 2020, DECLARE a vacancy of Committee At-Large Seat #3 on the Family and Children's Trust Committee, and DIRECT the Clerk of the Board to post a vacancy as recommended by the Employment and Human Services Department Director.

FISCAL IMPACT:

There is no fiscal impact.

BACKGROUND:

The Family and Children's Trust Committee (FACT) was established in 1982 by the Contra Costa County Board of Supervisors to make funding recommendations on the allocation of a variety of funds for prevention and intervention services to reduce child abuse and neglect, provide supportive services to families and children, and promote a more coordinated, seamless system of services for families. Funding for FACT supported projects derives from Federal and State program legislation and donations to the County FACT fund.

Marianne Gagen is resigning from the FACT Committee after many years of service to the Committee, beginning as early as 2008, and was appointed to the current At-Large Seat #3, August 6, 2019, with an expiration date of September 30, 2021.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/08/2020** 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: September 8, 2020

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

By: Stacey M. Boyd, Deputy

Contact: Elaine Burres
608-4960

cc:

CONSEQUENCE OF NEGATIVE ACTION:

The FACT Committee may not be able to establish a required quorum and conduct routine business.

AGENDA ATTACHMENTS

MINUTES ATTACHMENTS

Vacancy Notice

**Contra
Costa
County**



Notice

The Board of Supervisors will make appointments to fill existing advisory body vacancies. Interested citizens may submit written applications for vacancies to the following address:

**Clerk of the Board of Supervisors
1025 Escobar Street, 1st Floor
Martinez, CA 94553**

Board, Commission, or Committee

Family & Children's Trust Committee

At-Large Seat #3

Appointments will be made after

September 22, 2020

I, David J. Twa, Clerk of the Board of Supervisors and the County Administrator, hereby certify that, in accordance with Section 54974 of the Government Code, the above notice of vacancy (vacancies) will be posted on September 8, 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: September 8, 2020

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

By: Lauren Hull
Deputy Clerk

CC: All County Libraries
Contra Costa Library Document Clerk
Delta 2000
Hard Copy to Maddy Book Binder
Hard Copy to Maddy Book File



**Contra
Costa
County**

To: Board of Supervisors
From: Kathy Gallagher, Employment & Human Services Director
Date: September 8, 2020

Subject: Advisory Council on Aging Appointment

RECOMMENDATION(S):

APPOINT Megan Casey to the Oakley Local Committee seat on the Advisory Council on Aging as recommended by the Employment and Human Services Department Director.

FISCAL IMPACT:

There is no fiscal impact.

BACKGROUND:

Appoint Megan Casey to the Oakley Local Committee seat on the Advisory Council on Aging (Council), with a term ending September 30, 2021. Ms. Casey, an Oakley resident, was approved by the Oakley City Council to the Advisory Council on Aging, August 14, 2020. The seat is currently vacant. The Council provides for countywide planning, cooperation, and coordination for individuals and groups interested in improving and developing services and opportunities for older residents of the County. The Council provides leadership and advocacy on behalf of older persons as a channel of communication and information on aging.

CONSEQUENCE OF NEGATIVE ACTION:

The Council may not be able to conduct routine business.

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/08/2020** 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: September 8, 2020

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

By: Stacey M. Boyd, Deputy

Contact: Elaine Burres
608-4960

cc:



Contra
Costa
County

To: Board of Supervisors
From: Kathy Gallagher, Employment & Human Services Director
Date: September 8, 2020

Subject: Economic Opportunity Council Appointment

RECOMMENDATION(S):

APPOINT Amanda Nelson to the Private/Non-Profit Seat No.1 on the Economic Opportunity Council (EOC), as recommended by the Employment and Human Services Department Director.

FISCAL IMPACT:

There is no fiscal impact.

BACKGROUND:

This board order will appoint Amanda Nelson to the Private/Non-Profit Seat No. 1 on the EOC with a term expiring June 30, 2022. The appointment was approved and recommended by the EOC in a teleconference meeting August 13, 2020. The seat is currently vacant.

The EOC is a tripartite advisory board to the Board of Supervisors and the Employment and Human Services Department, Community Services Bureau for Contra Costa County administration of the Community Services Block Grant.

CONSEQUENCE OF NEGATIVE ACTION:

The EOC may not be able to conduct routine business.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/08/2020** 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: September 8, 2020

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

By: Stacey M. Boyd, Deputy

Contact: Elaine Burres
608-4960

cc:



Contra
Costa
County

To: Board of Supervisors
From: Diane Burgis, District III Supervisor
Date: September 8, 2020

Subject: VACANCY ON COUNTY SERVICE AREA P-2A CITIZEN ADVISORY COMMITTEE

RECOMMENDATION(S):

DECLARE vacant the Appointee 7 seat on County Service Area, P-2A Citizen Advisory Committee previously held by Matt Kingsborough due to resignation and DIRECT the Clerk of the Board to post the vacancy, as recommended by Supervisor Diane Burgis.

FISCAL IMPACT:

None.

BACKGROUND:

Mr. Kingsborough notified the District Office on August 13, 2020 of his resignation to County Service Area, P-2A Citizen Advisory Committee effective immediately.

CONSEQUENCE OF NEGATIVE ACTION:

None.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/08/2020** 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: September 8, 2020

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

By: Stacey M. Boyd, Deputy

Contact: Lea Castleberry
925-252-4500

cc:

AGENDA
ATTACHMENTS
MINUTES
ATTACHMENTS
Vacancy Notice

**Contra
Costa
County**



Notice

The Board of Supervisors will make appointments to fill existing advisory body vacancies. Interested citizens may submit written applications for vacancies to the following address:

**Clerk of the Board of Supervisors
1025 Escobar Street, 1st Floor
Martinez, CA 94553**

Board, Commission, or Committee
County Service Area P-2A Citizen Advisory Committee
Appointee 7

Appointments will be made after
September 22, 2020

I, David J. Twa, Clerk of the Board of Supervisors and the County Administrator, hereby certify that, in accordance with Section 54974 of the Government Code, the above notice of vacancy (vacancies) will be posted on September 8, 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: September 8, 2020

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

By: 
Deputy Clerk

CC: All County Libraries
Contra Costa Library Document Clerk
Delta 2000
Hard Copy to Maddy Book Binder
Hard Copy to Maddy Book File



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: September 8, 2020

Subject: Medical Staff Appointments and Reappointments – August, 2020

RECOMMENDATION(S):

APPROVE medical staff appointments and reappointments, privileges, advancements, and voluntary resignations as recommend by the Medical Staff Executive Committee, at their August 17, 2020 meeting, and by the Health Services Director.

FISCAL IMPACT:

There is no fiscal impact for this action.

BACKGROUND:

The Joint Commission on Accreditation of Healthcare Organizations has requested that evidence of Board of Supervisors approval for each Medical Staff member will be placed in his or her Credentials File. The above recommendations for appointment/reappointment were reviewed by the Credentials Committee and approved by the Medical Executive Committee.

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved, the Contra Costa Regional Medical and Contra Costa Health Centers' medical staff would not be appropriately credentialed and not be in compliance with The Joint Commission on Accreditation of Healthcare Organizations.

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/08/2020** 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: September 8, 2020

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

By: Stacey M. Boyd, Deputy

Contact: Samir Shah, M.D.,
925-370-5475

ATTACHMENTS

List

Cardiology Privileges

Critical Care Privileges

Dermatology Privileges

Developmental Privileges

Endocrinology Privileges

Gastroenterology Privileges

General Surgery Privileges

Hematology Privileges

Infectious Disease

Privileges

Neonatology Privileges

Otolaryngology Privileges



A. New Medical Staff Members

Benson, Erica, DPM	Surgery-Podiatry
Eipper, Jordan, MD	Psychiatry/Psychology
Grelli, Kimberly, MD	Pediatrics
Hasan, Mariam, MD	DFAM
Sekhon, Manveen, MD	DFAM
Wu, Katherine, MD	DFAM

B. Application for New Teleradiologists (vRad)

Atkinson, Denis, MD	Diagnostic Imaging
---------------------	--------------------

C. Advance to Non-Provisional

Cole, Katherine, DO	Psychiatry/Psychology
Wadhwa, Gurinder, MD	DFAM



D. Biennial Reappointments

Abbasi, Zohaib, MD	Psychiatry/Psychology	C
Barrow, Roger, MD	DFAM	A
Bennett, Stacie, MD	Pediatrics	C
Brooks, Nathan, MD	DFAM	A
Carcamo, Molina, Dayana, MD	Internal Medicine	A
Chiu, May, MD	Internal Medicine	C
Combs, Kory, MD	Psychiatry/Psychology	A
Curzi, Mario, MD	Internal Medicine	C
Custer, L. Evan, MD	Diagnostic Imaging	C
Dudell, Golde, MD	Pediatrics	C
Hargrave, Thomas, MD	Internal Medicine	C
Haridas, Arun, MD	Psychiatry/Psychology	A
Hollandberry, Kaitlin, MD	Hospital Medicine	A
Hood, Sharon, MD	OB/GYN	C
Jamwal, Abhilasha, MD	Pediatrics	A
Joe, Priscilla, MD	Pediatrics	C
Khan, Uzma, MD	Psychiatry/Psychology	A
Mariano, Maria, MD	Psychiatry/Psychology	P
McCullough, Kalyani, MD	DFAM	A
Mega, Joseph, MD	Emergency Medicine	A
Merrill, Jeffery, MD	Pediatrics	C
Nguyen, Minh, MD	Psychiatry/Psychology	C
Ozowara, Larry, MD	Psychiatry/Psychology	A
Pak, James, MD	Anesthesia	C
Pramanik, Rajiv, MD	Emergency Medicine	A
Raphael, David, MD	Surgery	A
Sandler, Andrea, MD	DFAM	A
Shah, Madhvi, MD	DFAM	A
Sharma, Rohit, MD	Internal Medicine	C
Weiss, Jonathan, MD	OB/GYN	C
Willman, Susan, MD	OB/GYN	C

E. Biennial Renewal of Privileges

Herron, Sheryl, NP	DFAM	AFF
Kray, Margaret, FNP	DFAM	AFF
Rogers, Kerry, NP	DFAM	AFF



F. Teleradiologist (VRAD) Reappointments

Whetsell, William, MD Diagnostic Imaging

G. UCSF Teleneurologist Reappointments

Richie, Megan, MD Internal Medicine

H. Voluntary Resignations

Arcos, Rebecca, FNP	DFAM
Belknap, Kaya, MD	Emergency Medicine
Jones, John, MD	Psychiatry/Psychology
Kleinerman, David, MD	Surgery
Lubric, Renee, MD	Psychiatry/Psychology
Mansouri, Mehrdad, MD	DFAM

Attachments

Cardiology Core Privileges
Critical Care Core Privileges
Dermatology Core Privileges
Developmental-Behavioral Pediatric Core Privileges
Endocrinology, Diabetes and Metabolic Core Privileges
Gastroenterology Core Privileges
General Surgery Core Privileges
Hematology/Oncology Core Privileges
Infectious Disease Core Privileges
Neonatology Core Privileges
Otolaryngology (ENT) Core Privileges

CARDIOLOGY CLINICAL PRIVILEGES

Name: _____
Effective from ____/____/____ to ____/____/____ (for MSO staff use only)

All new applicants must meet the following requirements as approved by the governing body.

Effective: _____/_____/_____.

Initial Privileges (Initial Appointment)

Renewal of Privileges (Reappointment)

Applicant: Please check the ***“Requested”*** box for each privilege requested.

Applicants have the burden of producing information and documentation deemed adequate by the hospital for a proper evaluation of current competence, current clinical activity, and other qualifications, and for resolving any doubts related to qualifications for requested privileges.

Department Chair: Check the appropriate box for recommendation on the last page of this form. If not recommended, provide the condition or explanation on the last page of this form.

Other Requirements

- This document is focused on defining qualifications related to competency to exercise clinical privileges. The applicant must also adhere to any additional organizational, regulatory, or accreditation requirements that the organization is obligated to meet.
- Note that privileges granted may only be exercised at the site(s) designated by CCRMC and/or setting(s) that have sufficient space, equipment, staffing, and other resources required to support the privilege.

Name: _____
Effective from ____/____/____ to ____/____/____ (for MSO staff use only)

QUALIFICATIONS FOR CARDIOLOGY

Initial Applicants: To be eligible to apply for privileges in CARDIOLOGY, the applicant must meet the following criteria:

1. Documentation of successful completion of an Accreditation Council for Graduate Medical Education (ACGME) – or American Osteopathic Association (AOA)–accredited postgraduate training program in the relevant medical specialty and successful completion of an accredited fellowship in Cardiology.

AND

Documentation of current subspecialty certification or Board eligibility (with achievement of certification within the required time frame set forth by the respective Boards) leading to subspecialty certification in Cardiology by the relevant American Board of Medical Specialties or the American Osteopathic Board.

AND

2. ***Documentation of required current experience:*** Inpatient/outpatient care to at least 500 patients with cardiovascular diseases, reflective of the scope of privileges requested, during the past 24 months, or successful completion of an ACGME- or AOA-accredited residency, or clinical fellowship within the past 24 months. Please provide a clinical activity/procedure log.

AND

3. Documentation of advanced cardiac life support.

Renewal of Privileges: To be eligible to renew privileges in CARDIOLOGY, the applicant must meet the following criteria:

1. Maintenance of Certification or Osteopathic Ongoing Certification is required.

AND

2. Current documented competence and an adequate volume of experience (500 patients) with acceptable results, reflective of the scope of privileges requested, for the past 24 months based on results of ongoing professional practice evaluation and outcomes.

AND

3. Documentation of advanced cardiac life support.

Name: _____
Effective from _____ / _____ / _____ to _____ / _____ / _____ (for MSO staff use only)

Core Privileges: Cardiovascular Disease (Cardiology)

- Requested:** Admit, evaluate, diagnose, treat, and provide consultation to adolescent and adult patients presenting with diseases of the heart and blood vessels and management of complex cardiac conditions. May provide care to patients in the intensive care setting in conformance with unit policies. Assess, stabilize, and determine the disposition of patients with emergent conditions consistent with medical staff policy regarding emergency and consultative call services.

The core privileges in this specialty include the procedures on the attached procedures list and such other procedures that are extensions of the same techniques and skills, as determined by the department chair.

CORE PROCEDURES/TREATMENT LIST

This is not intended to be an all-encompassing procedures list. It defines the types of activities/procedures/ privileges that the majority of practitioners in this specialty perform at this organization and inherent activities/ procedures/privileges requiring similar skill sets and techniques, as determined by the department chair.

To the Applicant: If you wish to exclude any procedures, based on lack of competency, please strike through the procedures that you do not wish to request, and then initial and date.

Cardiology

- Performance of history and physical exam
- Adult transthoracic echocardiography
- Ambulatory electrocardiology monitor interpretation
- Cardioversion, electrical and elective
- EKG interpretation, including signal average EKG
- Infusion and management of Gp IIb/IIIa, thrombolytic agents
- Insertion and management of central venous catheters, pulmonary artery catheters, and arterial lines
- Noninvasive hemodynamic monitoring
- Pericardiocentesis
- Stress echocardiography (exercise and pharmacologic stress)
- Transcutaneous External Pacemaker Placement

Name: _____
Effective from ____/____/____ to ____/____/____ (for MSO staff use only)

- Transthoracic 2-D Echocardiography, Doppler, and Color Flow

Special Non-Core Privileges (See Specific Criteria)
 Non-core privileges are requested individually in addition to requesting the core. Everyone requesting non-core privileges must meet the specific threshold criteria as applicable to the applicant.

Non-Core Privileges

Administration of Sedation and Analgesia:

- Conscious Sedation** (e.g. versed, morphine, fentanyl) – DOES NOT INCLUDE USE OF KETAMINE OR PROPOFOL
- Ketamine** (test required every 2 years)
- Propofol** (test required every 2 years)

Criteria for Initial Request:

1. Successful completion of an ACGME– or AOA–accredited post graduate training program which included training in administration of sedation and analgesia, including the necessary airway management skills, or department-approved extra training and experience.

AND

2. Documented current competence and evidence of the performance of at least 5 cases (can be any combination) within the past 24 months, or completion of training within the past 24 months. Please provide clinical activity/procedure log.

Criteria for Renewal of Privileges:

1. Documented current competence and evidence of the performance of at least 5 cases (can be any combination) within the past 24 months.

Fluoroscopy

Privilege to operate and/or supervise operation of fluoroscopy equipment.

Requirement: Current Fluoroscopy or Radiology X-Ray Supervisor and Operator Permit from CDPH.

Name: _____
Effective from ____/____/____ to ____/____/____ (for MSO staff use only)

**FOCUSED PROFESSIONAL PRACTICE EVALUATION (FPPE)
for initial applicants**

1. Retrospective or concurrent proctoring (chart review or direct observation) of at least 9 hospitalized patients in the care of whom the applicant significantly participated. FPPE/proctoring must be representative of the provider’s scope of practice.
2. Concurrent proctoring (direct observation) of at least 3 different procedures that are representative of procedures regularly preformed in the department. FPPE/proctoring must be representative of the provider’s scope of practice.
3. FPPE/Proctoring is also required for at least one (1) procedure/case of each of the requested non-core privileges.
4. FPPE should be concluded as soon as possible (i.e. within the first 3-4 months after starting work at CCRMC).
5. Completed FPPE forms must be submitted to the Credentialing Office.
6. It is the applicant’s ultimate responsibility to make sure that FPPE and submission of all required paperwork to the Credentialing Office takes place in a timely manner. Failure to do so may result in loss or limitation of privileges.
7. **For low volume providers: please see separate FPPE/proctoring guidelines.**
8. **For more detailed information, please see separate FPPE/proctoring guidelines.**

ACKNOWLEDGMENT OF PRACTITIONER

I have requested only those privileges for which by education, training, current experience, and documented performance I am qualified to perform and for which I wish to exercise at Contra Costa Regional Medical Center and I understand that:

- a. In exercising any clinical privileges granted, I will adhere by hospital and medical staff policies and rules applicable generally and any applicable to the particular situation.
- b. Any restriction on the clinical privileges granted to me is waived in an emergency situation, and in such situation my actions are governed by the applicable section of the medical staff bylaws or related documents.

Signed _____ **Date** _____

Name: _____
Effective from ____/____/____ to ____/____/____ (for MSO staff use only)

DEPARTMENT / DIVISION CHAIR'S RECOMMENDATION

I have reviewed the requested clinical privileges and supporting documentation for the above-named applicant and:

- Recommend All Requested Privileges**
- Recommend Privileges with the Following Conditions/Modifications:**
- Do Not Recommend the Following Requested Privileges:**

Privilege	Condition/Modification/Explanation

Notes:

[Department Chair] Signature: _____ **Date:** _____

FOR MEDICAL STAFF SERVICES DEPARTMENT USE ONLY

Credentials Committee Approval	Date _____
Temporary Privileges	Date _____
Medical Executive Committee Approval	Date _____
Board of Supervisors Approval	Date _____

CRITICAL CARE CLINICAL PRIVILEGES

Name: _____
Effective from ____/____/____ to ____/____/____ (for MSO staff use only)

All new applicants must meet the following requirements as approved by the governing body.

Effective: _____/_____/_____.

Initial Privileges (Initial Appointment)

Renewal of Privileges (Reappointment)

Applicant: Please check the **“Requested”** box for each privilege requested.

Applicants have the burden of producing information and documentation deemed adequate by the hospital for a proper evaluation of current competence, current clinical activity, and other qualifications, and for resolving any doubts related to qualifications for requested privileges.

Department Chair: Check the appropriate box for recommendation on the last page of this form. If not recommended, provide the condition or explanation on the last page of this form.

Other Requirements

- This document is focused on defining qualifications related to competency to exercise clinical privileges. The applicant must also adhere to any additional organizational, regulatory, or accreditation requirements that the organization is obligated to meet.
- Note that privileges granted may only be exercised at the site(s) designated by CCRMC and/or setting(s) that have sufficient space, equipment, staffing, and other resources required to support the privilege.

Name: _____
Effective from ____/____/____ to ____/____/____ (for MSO staff use only)

QUALIFICATIONS FOR CRITICAL CARE

Initial Applicants: To be eligible to apply for privileges in Critical Care Medicine, the applicant must meet the following criteria:

EITHER

Pathway A:

1. Documentation of successful completion of an Accreditation Council for Graduate Medical Education (ACGME) – or American Osteopathic Association (AOA)–accredited postgraduate training program in the relevant medical specialty and successful completion of an accredited fellowship in Critical Care Medicine.
- AND**
2. Documentation of current subspecialty certification or Board eligibility (with achievement of certification within the required time frame set forth by the respective Boards) leading to subspecialty certification in Critical Care Medicine by the relevant American Board of Medical Specialties or the American Osteopathic Board.

OR

Pathway B:

1. Documentation of successful completion of an Accreditation Council for Graduate Medical Education (ACGME) – or American Osteopathic Association (AOA)–accredited postgraduate training program in Family Medicine or Internal Medicine and Department approved experience equivalent to Critical Care fellowship
- AND**
2. Documentation of Board Certification or Board Eligibility in Family Medicine or Internal Medicine (with achievement of certification within the required time frame set forth by the respective Boards) by the American Board of Family Medicine (ABFM) or Internal Medicine (ABIM), or American Osteopathic Board of Family Physicians (AOBFP) or Internal Medicine (AOBIM)

AND

(The following are required for both pathways.)

1. Documented inpatient care to at least 40 patients in the critical care unit, reflective of the

Name: _____
Effective from ____/____/____ to ____/____/____ (for MSO staff use only)

scope of privileges requested, within the past 24 months, or successful completion of an ACGME- or AOA-accredited residency, or clinical fellowship within the past 24 months.

AND

2. Documentation of current Advanced Cardiac Life Support.

Renewal of Privileges: To be eligible to renew privileges in Critical Care Medicine, the applicant must meet the following criteria:

1. Maintenance of Certification or Osteopathic Ongoing Certification is required.
2. Current documented competence and an adequate volume of experience (40 patients) with acceptable results, reflective of the scope of privileges requested, for the past 24 months based on results of ongoing professional practice evaluation and outcomes.

AND

3. Documentation of current Advanced Cardiac Life Support.

Core Privileges: Critical Care

- Requested:*** Admit, evaluate, diagnose, and provide treatment or consultative services for adult patients with multiple organ dysfunction and in need of critical care for life-threatening disorders. Assess, stabilize, and determine the disposition of patients with emergent conditions regarding emergency and consultative call services.

The core privileges in this specialty include the procedures on the attached procedure list and such other procedures that are extensions of the same techniques and skills, as determined by the department chair.

CORE PROCEDURES/TREATMENT LIST

This is not intended to be an all-encompassing procedures list. It defines the types of activities/procedures/privileges that most practitioners in this specialty perform at this organization and inherent activities/procedures/privileges requiring similar skill sets and techniques, as determined by the department chair.

To the Applicant: If you wish to exclude any procedures, due to lack of current competency, please strike through the procedures that you do not wish to request and then initial and date.

Name: _____

Effective from ____/____/____ to ____/____/____ (for MSO staff use only)

Critical Care

- Airway maintenance intubation, including fiberoptic bronchoscopy and laryngoscopy
- Arterial puncture and cannulation
- Calculation of oxygen content, intrapulmonary shunt, and alveolar arterial gradients
- Cardiopulmonary resuscitation
- Cardioversion and defibrillation
- Image-guided procedures (Point of Care Ultrasound)
- Insertion of central venous and arterial catheters
- Insertion of hemodialysis catheters
- Lumbar puncture
- Management of critical illness in pregnancy
- Management of life-threatening disorders in intensive care units, including but not limited to shock, coma, heart failure, trauma, respiratory arrest, drug overdoses, massive bleeding, diabetic acidosis, and kidney failure
- Needle and tube thoracostomy
- Paracentesis
- Percutaneous cricothyrotomy tube placement
- Performance of History and Physical exam
- Pericardiocentesis
- Preliminary interpretation of imaging studies
- Thoracentesis
- Ventilator management, including experience with various modes and continuous positive airway pressure therapies
- Wound care

Name: _____
Effective from _____ / _____ / _____ to _____ / _____ / _____ (for MSO staff use only)

Special Non-Core Privileges (See Specific Criteria)
Non-core privileges are requested individually in addition to requesting the core. Everyone requesting non-core privileges must meet the specific threshold criteria as applicable to the applicant.

Non-Core Privileges: Administration of Sedation and Analgesia

Administration of Sedation and Analgesia:

- Conscious Sedation** (e.g. versed, morphine, fentanyl) – DOES NOT INCLUDE USE OF KETAMINE OR PROPOFOL
- Ketamine** (test required every 2 years)
- Propofol** (test required every 2 years)

Criteria for Initial Request:

1. Successful completion of an ACGME– or AOA–accredited post graduate training program which included training in administration of sedation and analgesia, including the necessary airway management skills, or department-approved extra training and experience.

AND

2. Documented current competence and evidence of the performance of at least 5 cases (can be any combination) within the past 24 months, or completion of training within the past 24 months. Please provide clinical activity/procedure log.

Criteria for Renewal of Privileges:

1. Documented current competence and evidence of the performance of at least 5 cases (can be any combination) within the past 24 months.

Non-Core Privileges: Fluoroscopy

Fluoroscopy

Privilege to operate and/or supervise operation of fluoroscopy equipment.

Requirement: Current Fluoroscopy or Radiology X-Ray Supervisor and Operator Permit from CDPH.

Name: _____
Effective from ____/____/____ to ____/____/____ (for MSO staff use only)

**FOCUSED PROFESSIONAL PRACTICE EVALUATION (FPPE)
for initial applicants**

1. Retrospective or concurrent proctoring (chart review or direct observation) of at least 9 hospitalized patients in the care of whom the applicant significantly participated. FPPE/proctoring must be representative of the provider’s scope of practice.
2. Concurrent proctoring (direct observation) of at least 3 different procedures that are representative of procedures regularly performed in the department. FPPE/proctoring must be representative of the provider’s scope of practice.
3. FPPE/Proctoring is also required for at least one (1) procedure/case of each of the requested non-core privileges.
4. FPPE should be concluded as soon as possible (i.e. within the first 3-4 months after starting work at CCRMC).
5. Completed FPPE forms must be submitted to the Credentialing Office.
6. It is the applicant’s ultimate responsibility to make sure that FPPE and submission of all required paperwork to the Credentialing Office takes place in a timely manner. Failure to do so may result in loss or limitation of privileges.
7. **For low volume providers: please see separate FPPE/proctoring guidelines.**
8. **For more detailed information, please see separate FPPE/proctoring guidelines.**

ACKNOWLEDGMENT OF PRACTITIONER

I have requested only those privileges for which by education, training, current experience, and documented performance I am qualified to perform and for which I wish to exercise at Contra Costa Regional Medical Center and I understand that:

- a. In exercising any clinical privileges granted, I will adhere by hospital and medical staff policies and rules applicable generally and any applicable to the particular situation.
- b. Any restriction on the clinical privileges granted to me is waived in an emergency situation, and in such situation my actions are governed by the applicable section of the medical staff bylaws or related documents.

Signed _____ **Date** _____

Name: _____
Effective from ____/____/____ to ____/____/____ (for MSO staff use only)

DEPARTMENT / DIVISION CHAIR'S RECOMMENDATION

I have reviewed the requested clinical privileges and supporting documentation for the above-named applicant and:

- Recommend All Requested Privileges**
- Recommend Privileges with the Following Conditions/Modifications:**
- Do Not Recommend the Following Requested Privileges:**

Privilege	Condition/Modification/Explanation

Notes:

[Department Chair] Signature: _____ **Date:** _____

FOR MEDICAL STAFF SERVICES DEPARTMENT USE ONLY

Credentials Committee Approval	Date _____
Temporary Privileges	Date _____
Medical Executive Committee Approval	Date _____
Board of Supervisors Approval	Date _____

DERMATOLOGY CLINICAL PRIVILEGES

Name: _____
Effective from ____/____/____ to ____/____/____ (for MSO staff use only)

All new applicants must meet the following requirements as approved by the governing body.

Effective: _____/_____/_____.

Initial Privileges (Initial Appointment)

Renewal of Privileges (Reappointment)

Applicant: Please check the “*Requested*” box for each privilege requested.

Applicants have the burden of producing information and documentation deemed adequate by the hospital for a proper evaluation of current competence, current clinical activity, and other qualifications, and for resolving any doubts related to qualifications for requested privileges.

Department Chair: Check the appropriate box for recommendation on the last page of this form. If not recommended, provide the condition or explanation on the last page of this form.

Other Requirements

- This document is focused on defining qualifications related to competency to exercise clinical privileges. The applicant must also adhere to any additional organizational, regulatory, or accreditation requirements that the organization is obligated to meet.
- Note that privileges granted may only be exercised at the site(s) designated by CCRMC and/or setting(s) that have sufficient space, equipment, staffing, and other resources required to support the privilege.

Name: _____
Effective from _____ / _____ / _____ to _____ / _____ / _____ (for MSO staff use only)

QUALIFICATIONS FOR DERMATOLOGY

Initial Applicants: To be eligible to apply for privileges in DERMATOLOGY, the applicant must meet the following criteria:

EITHER

Pathway A:

1. Documentation of successful completion of an Accreditation Council for Graduate Medical Education (ACGME) – or American Osteopathic Association (AOA)–accredited postgraduate training program in dermatology
- AND**
2. Documentation of current subspecialty certification or Board eligibility (with achievement of certification within the required time frame set forth by the respective Boards) leading to specialty certification in dermatology by the American Board of Dermatology or the American Osteopathic Board of Dermatology.

OR

Pathway B:

1. Documentation of successful completion of an Accreditation Council for Graduate Medical Education (ACGME) – or American Osteopathic Association (AOA)–accredited postgraduate training program in Internal Medicine or Family Medicine and Department approved experience in dermatology.
- AND**
2. Documentation of Board Certification or Board Eligibility in Internal Medicine or Family Medicine (with achievement of certification within the required time frame set forth by the respective Boards) by the American Board of Internal Medicine (ABIM) or Family Medicine (ABFM) , or American Osteopathic Board of Internal Medicine (AOBIM) or Family Medicine (AOBFM)

Name: _____
Effective from ____/____/____ to ____/____/____ (for MSO staff use only)

AND

(The following are required for both pathways.)

1. Documented current experience: Inpatient/ outpatient care of least 500 patients with dermatologic disorders, reflective of the scope of privileges requested, during the past 24 months, or successful completion of an ACGME- or AOA-accredited residency within the past 24 months. Please provide a clinical activity/procedure log.

Renewal of Privileges: To be eligible to renew privileges in Dermatology, the applicant must meet the following criteria:

1. Maintenance of Certification or Osteopathic Ongoing Certification is required.

AND

2. Current documented competence and an adequate volume of experience (500 patients with dermatologic disorders) with acceptable results, reflective of the scope of privileges requested, for the past 24 months based on results of ongoing professional practice evaluation and outcomes.

Core Privileges: Dermatology

Requested: Evaluate, diagnose, treat, and provide consultation to patients of all ages, with benign and malignant disorders of the skin, mouth, external genitalia, hair, and nails, as well as sexually transmitted diseases. Includes the diagnosis and treatment of skin cancers, melanomas, moles, and other tumors of the skin, management of contact dermatitis and other allergic and nonallergic skin disorders, cosmetic disorders of the skin such as hair loss and scars, the skin changes associated with aging, and recognition of skin manifestations of systemic and infectious diseases. Assess, stabilize, and determine the disposition of patients with emergent conditions regarding emergency and consultative call services.

The core privileges in this specialty include the procedures on the attached procedures list and such other procedures that are extensions of the same techniques and skills, as determined by the department chair.

Name: _____

Effective from ____/____/____ to ____/____/____ (for MSO staff use only)

CORE PROCEDURES/TREATMENT LIST

This is not intended to be an all-encompassing procedures list. It defines the types of activities/procedures/privileges that the majority of practitioners in this specialty perform at this organization and inherent activities/procedures/privileges requiring similar skill sets and techniques, as determined by the department chair.

To the Applicant: If you wish to exclude any procedures, due to lack of competency, please strike through the procedures that you do not wish to request, and then initial and date.

Dermatology

- Botulinum toxin injection
- Chemical face peels
- Collagen injections
- Cryosurgery
- Dermoscopy
- Destruction of benign and malignant tumors
- Electrosurgery
- Excision of benign and malignant tumors with simple, intermediate, and complex repair techniques, including flaps and grafts
- Interpretation of specially prepared tissue sections, cellular scrapings, and smears of skin lesions by means of routine and special (electron and fluorescent) microscopes
- Intralesional injections
- Patch tests
- Performance of history and physical exam
- Photomedicine, phototherapy, and topical/systemic pharmacotherapy, including biologics and immunosuppressants such as methotrexate
- Potassium hydroxide examination
- Scalp surgery
- Sclerotherapy
- Skin and nail biopsy
- Soft tissue augmentation
- Tzanck smears

Name: _____
Effective from ____/____/____ to ____/____/____ (for MSO staff use only)

Special Non-Core Privileges (See Specific Criteria)
Non-core privileges are requested individually in addition to requesting the core. Everyone requesting non-core privileges must meet the specific threshold criteria as applicable to the applicant.

Non-Core Privileges: Administration of Sedation and Analgesia

Administration of Sedation and Analgesia:

Conscious Sedation (e.g. versed, morphine, fentanyl) – DOES NOT INCLUDE USE OF KETAMINE OR PROPOFOL

Ketamine (test required every 2 years)

Propofol (test required every 2 years)

Criteria for Initial Request:

1. Successful completion of an ACGME– or AOA–accredited post graduate training program which included training in administration of sedation and analgesia, including the necessary airway management skills, or department approved extra training and experience
AND
2. Documented current competence and evidence of the performance of at least 5 cases (can be any combination) within the past 24 months, or completion of training within the past 24 months. Please provide clinical activity/procedure log.

Criteria for Renewal of Privileges:

1. Documented current competence and evidence of the performance of at least 5 cases (can be any combination) within the past 24 months.

Name: _____
Effective from _____ / _____ / _____ to _____ / _____ / _____ (for MSO staff use only)

**FOCUSED PROFESSIONAL PRACTICE EVALUATION (FPPE)
for initial applicants**

1. Retrospective or concurrent proctoring (chart review or direct observation) of at least 3 charts from 3 different clinic days (totaling a minimum of 9 charts). FPPE/proctoring must be representative of the provider’s scope of practice.
2. Concurrent proctoring (direct observation) of at least 3 different procedures that are representative of procedures regularly preformed. FPPE/proctoring must be representative of the provider’s scope of practice.
3. FPPE/Proctoring is also required for at least one (1) procedure/case of each of the requested non-core privileges.
4. FPPE should be concluded as soon as possible (i.e. within the first 3-4 months after starting work at CCRMC).
5. Completed FPPE forms must be submitted to the Credentialing Office.
6. It is the applicant’s ultimate responsibility to make sure that FPPE and submission of all required paperwork to the Credentialing Office takes place in a timely manner. Failure to do so may result in loss or limitation of privileges.
7. **For low volume providers: please see separate FPPE/proctoring guidelines.**
8. **For more detailed information, please see separate FPPE/proctoring guidelines.**

ACKNOWLEDGMENT OF PRACTITIONER

I have requested only those privileges for which by education, training, current experience, and documented performance I am qualified to perform and for which I wish to exercise at Contra Costa Regional Medical Center and I understand that:

- a. In exercising any clinical privileges granted, I will adhere by hospital and medical staff policies and rules applicable generally and any applicable to the particular situation.
- b. Any restriction on the clinical privileges granted to me is waived in an emergency situation, and in such situation my actions are governed by the applicable section of the medical staff bylaws or related documents.

Signed _____ **Date** _____

Name: _____
Effective from ____/____/____ to ____/____/____ (for MSO staff use only)

DEPARTMENT / DIVISION CHAIR'S RECOMMENDATION

I have reviewed the requested clinical privileges and supporting documentation for the above-named applicant and:

- Recommend All Requested Privileges**
- Recommend Privileges with the Following Conditions/Modifications:**
- Do Not Recommend the Following Requested Privileges:**

Privilege	Condition/Modification/Explanation

Notes:

[Department Chair] Signature: _____ **Date:** _____

FOR MEDICAL STAFF SERVICES DEPARTMENT USE ONLY

Credentials Committee Approval	Date _____
Temporary Privileges	Date _____
Medical Executive Committee Approval	Date _____
Board of Supervisors Approval	Date _____

DEVELOPMENTAL-BEHAVIORAL PEDIATRICS CLINICAL PRIVILEGES

Name: _____
Effective from ____/____/____ to ____/____/____ (for MSO staff use only)

All new applicants must meet the following requirements as approved by the governing body.

Effective: _____/_____/_____.

Initial Privileges (Initial Appointment)

Renewal of Privileges (Reappointment)

Applicant: Please check the ***“Requested”*** box for each privilege requested.

Applicants have the burden of producing information and documentation deemed adequate by the hospital for a proper evaluation of current competence, current clinical activity, and other qualifications, and for resolving any doubts related to qualifications for requested privileges.

Department Chair: Check the appropriate box for recommendation on the last page of this form. If not recommended, provide the condition or explanation on the last page of this form.

Other Requirements

- This document is focused on defining qualifications related to competency to exercise clinical privileges. The applicant must also adhere to any additional organizational, regulatory, or accreditation requirements that the organization is obligated to meet.
- Note that privileges granted may only be exercised at the site(s) designated by CCRMC and/or setting(s) that have sufficient space, equipment, staffing, and other resources required to support the privilege.

Name: _____
Effective from ____/____/____ to ____/____/____ (for MSO staff use only)

QUALIFICATIONS FOR DEVELOPMENTAL-BEHAVIORAL PEDIATRICS

Initial Applicants: To be eligible to apply for privileges in Developmental-Behavioral Pediatrics, the applicant must meet the following criteria:

- 1. Successful completion of an Accreditation Council for Graduate Medical Education (ACGME) – or American Osteopathic Association (AOA)–accredited residency in Pediatrics, followed by a fellowship in Developmental - Behavioral Pediatrics.

AND

- 2. Current certification or Board eligibility (with achievement of certification within the required time frame set forth by the Board) leading to certification by the Sub-Board of Developmental-Behavioral Pediatrics administered by the American Board of Pediatrics. Board certification in General Pediatrics is required prior to Sub-Board Certification.

AND

- 3. Required current experience: Documentation of developmental/behavioral pediatric services for at least 150 patients, reflective of the scope of privileges requested, within the past 24 months, or successful completion of fellowship within the past 24 months. Please provide clinical activity log.

Renewal of Privileges: To be eligible to renew privileges in Developmental-Behavioral Pediatrics, the applicant must meet the following criteria:

- 1. Documentation of Maintenance of Certification is required.

AND

- 2. Current documented competence and an adequate volume of experience (150 patients) with acceptable results, reflective of the scope of privileges requested, for the past 24 months based on results of ongoing professional practice evaluation and outcomes.

Name: _____
Effective from _____ / _____ / _____ to _____ / _____ / _____ (for MSO staff use only)

Core Privileges: Developmental-Behavioral Pediatrics

Requested:

Evaluate, diagnose, consult, and provide care to patients from infancy through adolescence with developmental difficulties and problematic behaviors.

The core privileges in this specialty include the procedures on the attached procedures list and such other procedures that are extensions of the same techniques and skills, as determined by the department chair.

CORE PROCEDURE/TREATMENT LIST

This is not intended to be an all-encompassing procedures list. It defines the types of activities/procedures/privileges that the majority of practitioners in this specialty perform at this organization and inherent activities/procedures/privileges requiring similar skill sets and techniques, as determined by the department chair.

To the Applicant: If you wish to exclude any procedures, due to lack of current competency, please strike through the procedures that you do not wish to request and then initial and date.

Developmental-Behavioral Pediatrics

- Performance of history and physical exam
- Assessment of behavioral adjustment and temperament
- Behavioral screening and surveillance techniques
- Developmental screening and surveillance techniques
- Interviewing and assessment of family history and functioning
- Neurodevelopmental assessment
- Psychiatric interviewing and diagnosis
- Patient management skills, including but not limited to the following:
 - Anticipatory guidance
 - Behavioral treatment methods
 - Developmental interventions
 - Individual and family counseling
 - Psychopharmacotherapy

Name: _____
Effective from _____ / _____ / _____ to _____ / _____ / _____ (for MSO staff use only)

**FOCUSED PROFESSIONAL PRACTICE EVALUATION (FPPE)
for initial applicants**

1. Retrospective or concurrent proctoring (chart review or direct observation) of at least 9 patients with developmental-behavioral problems in the care of whom the applicant significantly participated. FPPE/proctoring must be representative of the provider’s scope of practice.
2. FPPE should be concluded as soon as possible (i.e. within the first 3-4 months after starting work at CCRMC).
3. Completed FPPE forms must be submitted to the Credentialing Office.
4. It is the applicant’s ultimate responsibility to make sure that FPPE and submission of all required paperwork to the Credentialing Office takes place in a timely manner. Failure to do so may result in loss or limitation of privileges.
5. **For low volume providers: please see separate FPPE/proctoring guidelines.**
6. **For more detailed information, please see separate FPPE/proctoring guidelines.**
7. **guidelines.**

ACKNOWLEDGMENT OF PRACTITIONER

I have requested only those privileges for which by education, training, current experience, and documented performance I am qualified to perform and for which I wish to exercise at Contra Costa Regional Medical Center and I understand that:

- a. In exercising any clinical privileges granted, I will adhere by hospital and medical staff policies and rules applicable generally and any applicable to the particular situation.
- b. Any restriction on the clinical privileges granted to me is waived in an emergency situation, and in such situation my actions are governed by the applicable section of the medical staff bylaws or related documents.

Signed _____ **Date** _____

Name: _____
Effective from ____/____/____ to ____/____/____ (for MSO staff use only)

DEPARTMENT / DIVISION CHAIR'S RECOMMENDATION

I have reviewed the requested clinical privileges and supporting documentation for the above-named applicant and:

- Recommend All Requested Privileges**
- Recommend Privileges with the Following Conditions/Modifications:**
- Do Not Recommend the Following Requested Privileges:**

Privilege	Condition/Modification/Explanation

Notes:

[Department Chair] Signature: _____ **Date:** _____

FOR MEDICAL STAFF SERVICES DEPARTMENT USE ONLY

Credentials Committee Approval	Date _____
Temporary Privileges	Date _____
Medical Executive Committee Approval	Date _____
Board of Supervisors Approval	Date _____

**ENDOCRINOLOGY, DIABETES AND METABOLISM CLINICAL
PRIVILEGES**

Name: _____
Effective from ____/____/____ to ____/____/____ (for MSO staff use only)

All new applicants must meet the following requirements as approved by the governing body.

Effective: ____/____/____.

Initial Privileges (Initial Appointment)

Renewal of Privileges (Reappointment)

Applicant: Please check the “*Requested*” box for each privilege requested.

Applicants have the burden of producing information and documentation deemed adequate by the hospital for a proper evaluation of current competence, current clinical activity, and other qualifications, and for resolving any doubts related to qualifications for requested privileges.

Department Chair: Check the appropriate box for recommendation on the last page of this form. If not recommended, provide the condition or explanation on the last page of this form.

Other Requirements

- This document is focused on defining qualifications related to competency to exercise clinical privileges. The applicant must also adhere to any additional organizational, regulatory, or accreditation requirements that the organization is obligated to meet.
- Note that privileges granted may only be exercised at the site(s) designated by CCRMC and/or setting(s) that have sufficient space, equipment, staffing, and other resources required to support the privilege.

Name: _____
Effective from ____/____/____ to ____/____/____ (for MSO staff use only)

QUALIFICATIONS FOR ENDOCRINOLOGY, DIABETES AND METABOLISM

Initial Applicants: To be eligible to apply for privileges in ENDOCRINOLOGY, DIABETES AND METABOLISM (“Endocrinology”), the applicant must meet the following criteria:

EITHER

Pathway A:

1. Documentation of successful completion of an Accreditation Council for Graduate Medical Education (ACGME) – or American Osteopathic Association (AOA)–accredited postgraduate training program in the relevant medical specialty and successful completion of an accredited fellowship in Endocrinology.

AND

2. Documentation of current subspecialty certification or Board eligibility (with achievement of certification within the required time frame set forth by the respective Boards) leading to subspecialty certification in Endocrinology by the relevant American Board of Medical Specialties or the American Osteopathic Board.

OR

Pathway B:

1. Documentation of successful completion of an Accreditation Council for Graduate Medical Education (ACGME) – or American Osteopathic Association (AOA)–accredited postgraduate training program in Internal Medicine and Department approved appropriate experience.

AND

2. Documentation of Board Certification or Board Eligibility in Internal Medicine (with achievement of certification within the required time frame set forth by the respective Boards) by the American Board of Internal Medicine (ABIM), or American Osteopathic Board of Internal Medicine (AOBIM)

Name: _____
Effective from ____/____/____ to ____/____/____ (for MSO staff use only)

AND

(The following are required for both pathways.)

1. Documented current experience: Inpatient/outpatient care of least 500 patients with endocrine disorders, reflective of the scope of privileges requested, within the past 24 months, or successful completion of an ACGME- or AOA-accredited residency, or clinical fellowship within the past 24 months. Please provide a clinical activity/procedure log.

Renewal of Privileges: To be eligible to renew privileges in Endocrinology, Diabetes and Metabolism, the applicant must meet the following criteria:

1. Maintenance of Certification or Osteopathic Ongoing Certification is required.

AND

2. Current documented competence and an adequate volume of experience (500 patients with endocrine disorders) with acceptable results, reflective of the scope of privileges requested, for the past 24 months based on results of ongoing professional practice evaluation and outcomes.

Core Privileges: Endocrinology, Diabetes, and Metabolism

- Requested:*** Admit, evaluate, diagnose, treat, and provide consultation to adolescent and adult patients with injuries or disorders of the internal (endocrine) glands, such as the thyroid and adrenal glands. Includes management of disorders such as diabetes, metabolic and nutritional disorders, obesity, pituitary diseases, and menstrual and sexual problems. May provide care to patients in the intensive care setting. Assess, stabilize, and determine disposition of patients with emergent conditions regarding emergency and consultative call services.

The core privileges in this specialty include the procedures on the attached procedures list and such other procedures that are extensions of the same techniques and skills, as determined by the department chair.

Name: _____
Effective from _____ / _____ / _____ to _____ / _____ / _____ (for MSO staff use only)

CORE PROCEDURES/TREATMENT LIST

This is not intended to be an all-encompassing procedures list. It defines the types of activities/procedures/privileges that the majority of practitioners in this specialty perform at this organization and inherent activities/procedures/privileges requiring similar skill sets and techniques, as determined by the department chair.

To the Applicant: If you wish to exclude any procedures, please strike through the procedures that you do not wish to request, and then initial and date.

Endocrinology, Diabetes, and Metabolism

- Performance of history and physical exam
- Interpretation of laboratory studies
- Interpretation of hormone assays
- Interpret radiologic and other imaging studies for diagnosis and treatment of endocrine and metabolic diseases
- Performance of and interpret stimulation and suppression tests
- Performance of fine-needle aspiration of the thyroid
- Ultrasonography of the soft tissues of the neck

Name: _____
Effective from ____/____/____ to ____/____/____ (for MSO staff use only)

Special Non-Core Privileges (See Specific Criteria)
Non-core privileges are requested individually in addition to requesting the core. Everyone requesting non-core privileges must meet the specific threshold criteria as applicable to the applicant.

Non- Non-Core Privileges: Administration of Sedation and Analgesia

Administration of Sedation and Analgesia:

- Conscious Sedation** (e.g. versed, morphine, fentanyl) – DOES NOT INCLUDE USE OF KETAMINE OR PROPOFOL

- Ketamine** (test required every 2 years)

- Propofol** (test required every 2 years)

Criteria for Initial Request:

1. Successful completion of an ACGME– or AOA–accredited post graduate training program which included training in administration of sedation and analgesia, including the necessary airway management skills, or department approved extra training and experience.
AND
2. Documented current competence and evidence of the performance of at least 5 cases (can be any combination) within the past 24 months, or completion of training within the past 24 months. Please provide clinical activity/procedure log.

Criteria for Renewal of Privileges:

1. Documented current competence and evidence of the performance of at least 5 cases (can be any combination) within the past 24 months.

Name: _____
Effective from ____/____/____ to ____/____/____ (for MSO staff use only)

**FOCUSED PROFESSIONAL PRACTICE EVALUATION (FPPE)
for initial applicants**

1. Retrospective or concurrent proctoring (chart review or direct observation) of at least 9 hospitalized patients in the care of whom the applicant significantly participated. FPPE/proctoring must be representative of the provider’s scope of practice.
2. Concurrent proctoring (direct observation) of at least 3 different procedures that are representative of procedures regularly performed in the department. FPPE/proctoring must be representative of the provider’s scope of practice.
3. FPPE should be concluded as soon as possible (i.e. within the first 3-4 months after starting work at CCRMC).
4. Completed FPPE forms must be submitted to the Credentialing Office.
5. It is the applicant’s ultimate responsibility to make sure that FPPE and submission of all required paperwork to the Credentialing Office takes place in a timely manner. Failure to do so may result in loss or limitation of privileges.
6. **For low volume providers: please see separate FPPE/proctoring guidelines.**
7. **For more detailed information, please see separate FPPE/proctoring guidelines.**

ACKNOWLEDGMENT OF PRACTITIONER

I have requested only those privileges for which by education, training, current experience, and documented performance I am qualified to perform and for which I wish to exercise at Contra Costa Regional Medical Center and I understand that:

- a. In exercising any clinical privileges granted, I will adhere by hospital and medical staff policies and rules applicable generally and any applicable to the particular situation.
- b. Any restriction on the clinical privileges granted to me is waived in an emergency situation, and in such situation my actions are governed by the applicable section of the medical staff bylaws or related documents.

Signed _____ **Date** _____

Name: _____
Effective from ____/____/____ to ____/____/____ (for MSO staff use only)

DEPARTMENT / DIVISION CHAIR'S RECOMMENDATION

I have reviewed the requested clinical privileges and supporting documentation for the above-named applicant and:

- Recommend All Requested Privileges**
- Recommend Privileges with the Following Conditions/Modifications:**
- Do Not Recommend the Following Requested Privileges:**

Privilege	Condition/Modification/Explanation

Notes:

[Department Chair] Signature: _____ **Date:** _____

FOR MEDICAL STAFF SERVICES DEPARTMENT USE ONLY

Credentials Committee Approval	Date _____
Temporary Privileges	Date _____
Medical Executive Committee Approval	Date _____
Board of Supervisors Approval	Date _____

GASTROENTEROLOGY CLINICAL PRIVILEGES

Name: _____
Effective from ____/____/____ to ____/____/____ (for MSO staff use only)

All new applicants must meet the following requirements as approved by the governing body.

Effective: _____/_____/_____.

Initial Privileges (Initial Appointment)

Renewal of Privileges (Reappointment)

Applicant: Please check the ***“Requested”*** box for each privilege requested.

Applicants have the burden of producing information and documentation deemed adequate by the hospital for a proper evaluation of current competence, current clinical activity, and other qualifications, and for resolving any doubts related to qualifications for requested privileges.

Department Chair: Check the appropriate box for recommendation on the last page of this form. If not recommended, provide the condition or explanation on the last page of this form.

Other Requirements

- This document is focused on defining qualifications related to competency to exercise clinical privileges. The applicant must also adhere to any additional organizational, regulatory, or accreditation requirements that the organization is obligated to meet.
- Note that privileges granted may only be exercised at the site(s) designated by CCRMC and/or setting(s) that have sufficient space, equipment, staffing, and other resources required to support the privilege.

Name: _____
Effective from ____/____/____ to ____/____/____ (for MSO staff use only)

QUALIFICATIONS FOR GASTROENTEROLOGY

Initial Applicants: To be eligible to apply for privileges in GASTROENTEROLOGY, the applicant must meet the following criteria:

EITHER

Pathway A:

1. Documentation of successful completion of an Accreditation Council for Graduate Medical Education (ACGME) – or American Osteopathic Association (AOA)–accredited postgraduate training program in the relevant medical specialty and successful completion of an accredited fellowship in gastroenterology.

AND

2. Documentation of current subspecialty certification or Board eligibility (with achievement of certification within the required time frame set forth by the respective Boards) leading to subspecialty certification in gastroenterology by the relevant American Board of Medical Specialties or the American Osteopathic Board.

OR

Pathway B:

1. Documentation of successful completion of an Accreditation Council for Graduate Medical Education (ACGME) – or American Osteopathic Association (AOA)–accredited postgraduate training program in Internal Medicine or Family Medicine and Department approved experience equivalent to gastroenterology fellowship

AND

2. Documentation of Board Certification or Board Eligibility in Internal Medicine or Family Medicine (with achievement of certification within the required time frame set forth by the respective Boards) by the American Board of Internal Medicine (ABIM) or Family Medicine (ABFM), or American Osteopathic Board of Internal Medicine (AOBIM) or Family Medicine (AOBFM)

AND

(The following are required for both pathways.)

1. Documentation of current experience: Inpatient/ outpatient care of least 500 patients with gastroenteric disorders, reflective of the scope of privileges requested, within the past 24 months, or successful completion of an ACGME- or AOA-accredited residency, or clinical fellowship within the past 24 months. Please provide a clinical activity/procedure

Name: _____
Effective from ____/____/____ to ____/____/____ (for MSO staff use only)

log.

Renewal of Privileges: To be eligible to renew privileges in Gastroenterology, the applicant must meet the following criteria:

1. Maintenance of Certification or Osteopathic Ongoing Certification is required.
- AND**
2. Current documented competence and an adequate volume of experience (500 patients with gastroenteric disorders) with acceptable results, reflective of the scope of privileges requested, within the past 24 months, based on results of ongoing professional practice evaluation and outcomes.

Core Privileges: Gastroenterology

Requested: Admit, evaluate, diagnose, treat, and provide consultation to adolescent and adult patients with diseases, injuries, and disorders of the digestive organs, including the stomach, bowels, liver, gallbladder, and related structures such as the esophagus and pancreas, including the use of diagnostic and therapeutic procedures using endoscopes to see internal organs. May provide care to patients in the intensive care setting. Assess, stabilize, and determine the disposition of patients with emergent conditions regarding emergency and consultative call services.

The core privileges in this specialty include the procedures on the attached procedures list and such other procedures that are extensions of the same techniques and skills, as determined by the department chair.

CORE PROCEDURES/TREATMENT LIST

This is not intended to be an all-encompassing procedures list. It defines the types of activities/procedures/privileges that the majority of practitioners in this specialty perform at this organization and inherent activities/procedures/privileges requiring similar skill sets and techniques, as determined by the department chair.

To the Applicant: If you wish to exclude any procedures, please strike through the procedures

Name: _____
Effective from _____ / _____ / _____ to _____ / _____ / _____ (for MSO staff use only)

that you do not wish to request, and then initial and date.

- Performance of history and physical exam
- Argon plasma coagulation
- Biliary tube/stent placement
- Biopsy of the mucosa of the esophagus, stomach, small bowel, and colon
- Breath test performance and interpretation
- Capsule endoscopy
- Colonoscopy with or without polypectomy
- Diagnostic and therapeutic esophagogastroduodenoscopy
- Endoscopic mucosal resection
- Enteral and parenteral alimentation
- Esophageal dilation
- Esophageal or duodenal stent placement
- Esophagogastroduodenoscopy, including foreign body removal, stent placement, or polypectomy
- Flexible sigmoidoscopy
- Gastrointestinal motility studies and 24-hour pH monitoring
- Liver biopsy
- Interpretation of gastric, pancreatic, and biliary secretory tests
- Nonvariceal hemostasis (upper and lower)
- Paracentesis
- Percutaneous endoscopic gastrostomy
- Percutaneous liver biopsy
- Proctoscopy
- Sengstaken/Minnesota tube intubation
- Snare polypectomy
- Ultrasound, including endoscopic ultrasound and fine-needle aspiration
- Variceal hemostasis (upper and lower)

Name: _____

Effective from ____/____/____ to ____/____/____ (for MSO staff use only)

Special Non-Core Privileges (See Specific Criteria)

Non-core privileges are requested individually in addition to requesting the core. Everyone requesting non-core privileges must meet the specific threshold criteria as applicable to the applicant.

Non-Core Privileges: Administration of Sedation and Analgesia

Administration of Sedation and Analgesia:

- Conscious Sedation** (e.g. versed, morphine, fentanyl) – DOES NOT INCLUDE USE OF KETAMINE OR PROPOFOL

- Ketamine** (test required every 2 years)

- Propofol** (test required every 2 years)

Criteria for Initial Request:

1. Successful completion of an ACGME– or AOA–accredited post graduate training program which included training in administration of sedation and analgesia, including the necessary airway management skills or department-approved extra training and experience
AND
2. Documented current competence and evidence of the performance of at least 5 cases (can be any combination) within the past 24 months, or completion of training within the past 24 months. Please provide clinical activity/procedure log.

Criteria for Renewal of Privileges:

1. Documented current competence and evidence of the performance of at least 5 cases (can be any combination) within the past 24 months.

Name: _____
Effective from ____/____/____ to ____/____/____ (for MSO staff use only)

***Non-Core Privileges: Therapeutic Endoscopic Retrograde
Cholangiopancreatographies (ERCP)***

Requested: Therapeutic Endoscopic Retrograde Cholangiopancreatographies (ERCP)

Criteria for Initial Request:

1. Successful completion of an ACGME- or AOA-accredited program in gastroenterology that included training in ERCP of a minimum of 200 procedures (including 40 sphincterotomies and 10 stent placements) or department-approved equivalent training and experience

AND

2. Demonstrated current competence and evidence of the performance of at least 25 therapeutic ERCP procedures (5 sphincterotomies and 2 stent placements) in the past 24 months, or completion of training in the past 24 months. Please provide clinical activity/procedure log.

Criteria for Renewal of Privileges:

1. Demonstrated current competence and evidence of the performance of at least 25 therapeutic ERCP procedures (5 sphincterotomies and 2 stent placements) in the past 24 months based on results of ongoing professional practice evaluation and outcomes.

Non-Core Privileges: Fluoroscopy

Fluoroscopy

Privilege to operate and/or supervise operation of fluoroscopy equipment.

Requirement: Current Fluoroscopy or Radiology X-Ray Supervisor and Operator Permit from CDPH.

Name: _____
Effective from ____/____/____ to ____/____/____ (for MSO staff use only)

**FOCUSED PROFESSIONAL PRACTICE EVALUATION (FPPE)
for initial applicants**

1. Retrospective or concurrent proctoring (chart review or direct observation) of at least 9 hospitalized patients in the care of whom the applicant significantly participated. FPPE/proctoring must be representative of the provider's scope of practice.
2. Concurrent proctoring (direct observation) of at least 3 different procedures that are representative of procedures regularly performed in the department. FPPE/proctoring must be representative of the provider's scope of practice.
3. FPPE/Proctoring is also required for at least one (1) procedure/case of each of the requested non-core privileges. FPPE should be concluded as soon as possible (i.e. within the first 3-4 months after starting work at CCRMC).
4. Completed FPPE forms must be submitted to the Credentialing Office.
5. It is the applicant's ultimate responsibility to make sure that FPPE and submission of all required paperwork to the Credentialing Office takes place in a timely manner. Failure to do so may result in loss or limitation of privileges.
6. **For low volume providers: please see separate FPPE/proctoring guidelines.**
7. **For more detailed information, please see separate FPPE/proctoring guidelines.**

ACKNOWLEDGMENT OF PRACTITIONER

I have requested only those privileges for which by education, training, current experience, and documented performance I am qualified to perform and for which I wish to exercise at Contra Costa Regional Medical Center and I understand that:

- a. In exercising any clinical privileges granted, I will adhere by hospital and medical staff policies and rules applicable generally and any applicable to the particular situation.
- b. Any restriction on the clinical privileges granted to me is waived in an emergency situation, and in such situation my actions are governed by the applicable section of the medical staff bylaws or related documents.

Signed _____ **Date** _____

Name: _____
Effective from ____/____/____ to ____/____/____ (for MSO staff use only)

DEPARTMENT / DIVISION CHAIR'S RECOMMENDATION

I have reviewed the requested clinical privileges and supporting documentation for the above-named applicant and:

- Recommend All Requested Privileges**
- Recommend Privileges with the Following Conditions/Modifications:**
- Do Not Recommend the Following Requested Privileges:**

Privilege	Condition/Modification/Explanation

Notes:

[Department Chair] Signature: _____ **Date:** _____

FOR MEDICAL STAFF SERVICES DEPARTMENT USE ONLY

Credentials Committee Approval	Date _____
Temporary Privileges	Date _____
Medical Executive Committee Approval	Date _____
Board of Supervisors Approval	Date _____

GENERAL SURGERY CLINICAL PRIVILEGES

Name: _____
Effective from ____/____/____ to ____/____/____ (for MSO staff use only)

All new applicants must meet the following requirements as approved by the governing body.

Effective: _____/_____/_____.

Initial Privileges (Initial Appointment)

Renewal of Privileges (Reappointment)

Applicant: Please check the **“Requested”** box for each privilege requested.

Applicants have the burden of producing information and documentation deemed adequate by the hospital for a proper evaluation of current competence, current clinical activity, and other qualifications, and for resolving any doubts related to qualifications for requested privileges.

Department Chair: Check the appropriate box for recommendation on the last page of this form. If not recommended, provide the condition or explanation on the last page of this form.

Other Requirements

- This document is focused on defining qualifications related to competency to exercise clinical privileges. The applicant must also adhere to any additional organizational, regulatory, or accreditation requirements that the organization is obligated to meet.
- Note that privileges granted may only be exercised at the site(s) designated by CCRMC and/or setting(s) that have sufficient space, equipment, staffing, and other resources required to support the privilege.

Name: _____
Effective from ____/____/____ to ____/____/____ (for MSO staff use only)

QUALIFICATIONS FOR GENERAL SURGERY

Initial Applicants: To be eligible to apply for privileges in General Surgery, the applicant must meet the following criteria:

1. Documentation of successful completion of an Accreditation Council for Graduate Medical Education (ACGME) – or American Osteopathic Association (AOA)–accredited residency in general surgery

AND

2. Documentation of current Board certification or board eligible (with achievement of certification within the required time frame set forth by the respective Boards) leading to certification in general surgery by the American Board of Surgery or the American Osteopathic Board of Surgery.

AND

3. ***Documentation of required current experience:*** At least 100 general surgery procedures, reflective of the scope of privileges requested, within the past 24 months, or documented successful completion of an ACGME– or AOA– accredited residency or clinical fellowship within the past 24 months. Please provide a clinical activity/procedure log.

Renewal of Privileges: To be eligible to renew privileges in General Surgery, the applicant must meet the following criteria:

1. Maintenance of Certification or Osteopathic Ongoing Certification is required.

AND

2. Current documented competence and an adequate volume of experience (100 surgical patients) with acceptable results, reflective of the scope of privileges requested, within the past 24 months based on results of ongoing professional practice evaluation and outcomes.

Name: _____

Effective from ____/____/____ to ____/____/____ (for MSO staff use only)

Core Privileges: General Surgery - Adolescent (≥ 14 years of age) and Adult Patients

Requested: Admit, evaluate, diagnose, consult, perform history and physical, and provide pre-, intra-, and postoperative care and perform surgical procedures to patients of all ages to correct or treat various conditions, diseases, disorders, and injuries of the following: alimentary tract; skin, soft tissues, and breast; endocrine system; head and neck; surgical oncology; trauma (in emergency) and the vascular system. May provide care to patients in the intensive care setting, as well as any other appropriate location in the Hospital or Health centers. Assess, stabilize, and determine disposition of patients with emergent conditions regarding emergency and consultative call services.

The core privileges in this specialty include the procedures on the attached procedures list and such other procedures that are extensions of the same techniques and skills, as determined by the department chair.

CORE TREATMENT/ PROCEDURE LIST

This is not intended to be an all-encompassing list of treatments. It defines the types of activities/procedures/privileges that the majority of practitioners in this specialty perform at this organization and inherent activities/procedures/privileges requiring similar skill sets and techniques, as determined by the department chair.

To the Applicant: If you wish to exclude any procedures, due to lack of current competency, please strike through the procedures that you do not wish to request and then initial and date.

Adolescent (≥ 14 years of age) and Adult General Surgery

- Abdominoperineal resection
- Anorectal surgery (fistula, rectal lesion, hemorrhoidectomy, including stapled hemorrhoidectomy, incision/drainage and debridement of perirectal abscess)
- Appendectomy
- Breast: complete mastectomy with or without axillary lymph node dissection; excision of breast lesion, breast biopsy, incision and drainage of abscess, modified radical mastectomy, operation for gynecomastia, partial mastectomy with or without lymph node dissection, radical mastectomy, subcutaneous mastectomy.
- Colon surgery for benign or malignant disease, including colotomy, colostomy
- Correction of intestinal obstruction
- Drainage of intra-abdominal, deep ischio-rectal abscess
- Endocrine surgery (thyroidectomy and neck dissection, parathyroidectomy)
- Endoscopy (anoscopy, proctosigmoidoscopy - rigid with biopsy, with polypectomy/tumor

Name: _____

Effective from ____/____/____ to ____/____/____ (for MSO staff use only)

- excision, colonoscopy with polypectomy, esophagogastroduodenoscopy (EGD) with or without biopsy/PEG placement, intraoperative)
- Enterostomy (feeding or decompression)
 - Excision of pilonidal cyst/marsupialization
 - Exploration and repair of traumatic soft tissue, musculo-facial injury
 - Exploration laparotomy for traumatic injury
 - Gastric operations for cancer (radical, partial, or total gastrectomy)
 - Gastroduodenal surgery
 - Incision and drainage of abscesses and cysts
 - Incision and drainage of pelvic abscess
 - Initial evaluation and management of the neuro trauma patient
 - IV access procedures, central venous catheter, and ports
 - Laparoscopic procedures (diagnostic, appendectomy, cholecystectomy, lysis of adhesions) – for advanced procedures, please see non-core laparoscopic procedures.
 - Laparotomy for diagnostic or exploratory purposes, or for management of intra-abdominal sepsis or trauma
 - Liver biopsy (intra operative), liver resection
 - Lower extremity amputations including: above knee, and below knee; transmetatarsal, and digits
 - Management of burns
 - Management of intra-abdominal trauma, including injury, observation, paracentesis, and lavage
 - Management of multiple trauma
 - Management of soft-tissue tumors, inflammation and infection
 - Management of trauma patient in ICU setting
 - Operations of gallbladder, biliary tract, bile ducts, and hepatic ducts, excluding biliary tract reconstruction
 - Peritoneal drainage procedures for relief of ascites
 - Pyloromyotomy
 - Radical regional lymph node dissections
 - Repair of perforated viscus (gastric, small intestine, large intestine)
 - Scalene node biopsy
 - Selective vagotomy
 - Skin grafts (partial thickness, simple)
 - Small bowel surgery for benign or malignant disease, incision, excision, resection, and enterostomy of small intestine
 - Splenectomy (trauma, staging, therapeutic)
 - Surgery of the abdominal wall, including management of all forms of hernias, including diaphragmatic hernias, and orchiectomy in association with hernia repair
 - Surgical treatment of penetrating or crush injuries where soft tissue, musculo-skeletal or organ trauma has occurred
 - Thoracentesis
 - Tracheostomy
 - Tube thoracostomy

Name: _____

Effective from ____/____/____ to ____/____/____ (for MSO staff use only)

- Vein ligation and stripping

Non-Core Privileges

Initial Appointment Requirements

To be eligible to apply for a special procedure/technique listed below, the applicant must meet the qualifications for General Surgery Core Privileges **and** document successful completion of an approved/recognized course, or acceptable supervised training in a residency or fellowship that included hands-on training under the supervision of a qualified preceptor for the privilege requested below, and provide documentation of competence in performing at least the minimum required for that procedure within the past 24 months, and meet any additionally listed criteria.

Reappointment Requirements

To be eligible for reappointment, the applicant must be able to document that they have maintained competence by showing evidence that they have successfully performed at least the minimum required for that procedure within the past 24 months, based on results of ongoing professional practice evaluation and outcomes.

- Advanced Laparoscopic Procedures:** Colectomy, Splenectomy, Adrenalectomy, Nephrectomy, Nissen, Fundoplication, Inguinal Hernia Repair, etc.

Requirement: Minimum of 3 (three) procedures during the past 24 months.

Administration of Sedation and Analgesia:

- Conscious Sedation** (e.g. versed, morphine, fentanyl) – DOES NOT INCLUDE USE OF KETAMINE OR PROPOFOL
- Ketamine** (test required every 2 years)
- Propofol** (test required every 2 years)

Criteria for Initial Request:

1. Successful completion of an ACGME– or AOA–accredited post graduate training program which included training in administration of sedation and analgesia, including the necessary airway management skills, or department-approved extra training and experience

AND

2. Documented current competence and evidence of the performance of at least 5 cases (can be any combination) within the past 24 months, or completion of training within the past 24 months.
Please provide clinical activity/procedure log.

Criteria for Renewal of Privileges:

1. Documented current competence and evidence of the performance of at least 5 cases (can be any combination) within the past 24 months.

Name: _____
Effective from ____/____/____ to ____/____/____ (for MSO staff use only)

☐ Fluoroscopy

Privilege to operate and/or supervise operation of fluoroscopy equipment.

Requirement: Current Fluoroscopy or Radiology X-Ray Supervisor and Operator Permit from CDPH.

**FOCUSED PROFESSIONAL PRACTICE EVALUATION (FPPE)
for initial applicants**

1. Retrospective or concurrent proctoring (chart review or direct observation) of at least 9 hospitalized patients in the care of whom the applicant significantly participated. FPPE/proctoring must be representative of the provider’s scope of practice.
2. Concurrent proctoring (direct observation) of at least 3 different procedures that are representative of procedures regularly preformed in the department. FPPE/proctoring must be representative of the provider’s scope of practice.
3. FPPE/Proctoring is also required for at least one (1) procedure/case of each of the requested “non-core” privileges.
4. FPPE should be concluded as soon as possible (i.e. within the first 3-4 months after starting work at CCRMC).
5. Completed FPPE forms must be submitted to the Credentialing Office.
6. It is the applicant’s ultimate responsibility to make sure that FPPE and submission of all required paperwork to the Credentialing Office takes place in a timely manner. Failure to do so may result in loss or limitation of privileges.
7. **For low volume providers: please see separate FPPE/proctoring guidelines.**
8. **For more detailed information, please see separate FPPE/proctoring guidelines.**

ACKNOWLEDGMENT OF PRACTITIONER

I have requested only those privileges for which by education, training, current experience, and documented performance I am qualified to perform and for which I wish to exercise at Contra Costa Regional Medical Center and I understand that:

- a. In exercising any clinical privileges granted, I will adhere by hospital and medical staff policies and rules applicable generally and any applicable to the particular situation.
- b. Any restriction on the clinical privileges granted to me is waived in an emergency situation, and in such situation my actions are governed by the applicable section of the medical staff bylaws or related documents.

Signed _____ Date _____

Name: _____
Effective from ____/____/____ to ____/____/____ (for MSO staff use only)

DEPARTMENT / DIVISION CHAIR'S RECOMMENDATION

I have reviewed the requested clinical privileges and supporting documentation for the above-named applicant and:

- Recommend All Requested Privileges**
- Recommend Privileges with the Following Conditions/Modifications:**
- Do Not Recommend the Following Requested Privileges:**

Privilege	Condition/Modification/Explanation

Notes:

[Department Chair] Signature: _____ **Date:** _____

FOR MEDICAL STAFF SERVICES DEPARTMENT USE ONLY

Credentials Committee Approval	Date _____
Temporary Privileges	Date _____
Medical Executive Committee Approval	Date _____
Board of Supervisors Approval	Date _____

**HEMATOLOGY/MEDICAL ONCOLOGY
CLINICAL PRIVILEGES**

Name: _____
Effective from ____/____/____ to ____/____/____ (for MSO staff use only)

All new applicants must meet the following requirements as approved by the governing body.

Effective: ____/____/____.

Initial Privileges (Initial Appointment)

Renewal of Privileges (Reappointment)

Applicant: Please check the **“Requested”** box for each privilege requested.

Applicants have the burden of producing information and documentation deemed adequate by the hospital for a proper evaluation of current competence, current clinical activity, and other qualifications, and for resolving any doubts related to qualifications for requested privileges.

Department Chair: Check the appropriate box for recommendation on the last page of this form. If not recommended, provide the condition or explanation on the last page of this form.

Other Requirements

- This document is focused on defining qualifications related to competency to exercise clinical privileges. The applicant must also adhere to any additional organizational, regulatory, or accreditation requirements that the organization is obligated to meet.
- Note that privileges granted may only be exercised at the site(s) designated by CCRMC and/or setting(s) that have sufficient space, equipment, staffing, and other resources required to support the privilege.

Name: _____
Effective from ____/____/____ to ____/____/____ (for MSO staff use only)

QUALIFICATIONS FOR HEMATOLOGY/MEDICAL ONCOLOGY

Initial Applicants: To be eligible to apply for privileges in HEMATOLOGY/MEDICAL ONCOLOGY (“Heme-Onc”), the applicant must meet the following criteria:

EITHER

Pathway A:

1. Documentation of successful completion of an Accreditation Council for Graduate Medical Education (ACGME)– or American Osteopathic Association (AOA)–accredited residency in internal medicine, followed by successful completion of an accredited fellowship in hematology or integrated fellowship in medical oncology

AND

2. Documentation of current subspecialty certification or Board eligibility (with achievement of certification within the required time frame set forth by the respective Boards) leading to subspecialty certification in hematology or dual certification in hematology and medical oncology by the American Board of Internal Medicine or subspecialty certification in hematology by the American Osteopathic Board of Internal Medicine

OR

Pathway B:

1. Documentation of successful completion of an Accreditation Council for Graduate Medical Education (ACGME) – or American Osteopathic Association (AOA)–accredited postgraduate training program in Internal Medicine or Family Medicine, and Department-approved experience in Heme-Onc;

AND

2. Documentation of Board Certification or Board Eligibility in Internal Medicine or Family Medicine (with achievement of certification within the required time frame set forth by the respective Boards) by the American Board of Internal Medicine (ABIM) or Family Medicine (ABFM), or American Osteopathic

AND

(required for each pathways)

1. Documented experience: Inpatient/outpatient care to at least 300 patients with hematological/oncological diseases, reflective of the scope of privileges requested, within the past 24 months, or successful completion of an ACGME- or AOA-accredited

Name: _____
Effective from _____ / _____ / _____ to _____ / _____ / _____ (for MSO staff use only)

residency, or clinical fellowship within the past 24 months. Please provide a clinical activity/procedure log.

AND

2. Documentation of advanced cardiac life support.

Renewal of Privileges: To be eligible to renew privileges in Hematology, the applicant must meet the following criteria:

1. Maintenance of Certification or Osteopathic Ongoing Certification is required.

AND

2. Current documented competence and an adequate volume of experience (300 patients with hematological/oncological diseases – inpatient/outpatient) with acceptable results, reflective of the scope of privileges requested, for the past 24 months based on results of ongoing professional practice evaluation and outcomes.

AND

3. Documentation of advanced cardiac life support.

Core Privileges: Hematology

- Requested:** Admit, evaluate, diagnose, treat, and provide consultation to adolescent and adult patients with diseases of the blood, spleen, and lymph glands and disorders of the immunologic system such as anemia, clotting disorders, sickle cell disease, hemophilia, leukemia, and lymphoma. May provide care to patients in the intensive care setting. Assess, stabilize, and determine the disposition of patients with emergent conditions regarding emergency and consultative call services.

The core privileges in this specialty include the procedures on the attached procedures list and such other procedures that are extensions of the same techniques and skills, as determined by the department chair.

Name: _____
Effective from ____/____/____ to ____/____/____ (for MSO staff use only)

CORE PROCEDURES/TREATMENT LIST

This is not intended to be an all-encompassing procedures list. It defines the types of activities/procedures/ privileges that the majority of practitioners in this specialty perform at this organization and inherent activities/ procedures/privileges requiring similar skill sets and techniques, as determined by the department chair.

To the Applicant: If you wish to exclude any procedures, based on lack of competency, please strike through the procedures that you do not wish to request, and then initial and date.

Hematology

- Administration of chemotherapeutic agents and biological-response modifiers through all therapeutic routes
- Apheresis procedures
- Complete blood count, including platelets and white cell differential, by means of automated or manual techniques
- Diagnostic lumbar puncture
- Indications and application of imaging techniques in patients with blood disorders
- Management and care of indwelling venous access catheters
- Performance of history and physical exam
- Therapeutic thoracentesis and paracentesis

Name: _____
Effective from _____ / _____ / _____ to _____ / _____ / _____ (for MSO staff use only)

Core Privileges: Medical Oncology

- Requested:*** Admit, evaluate, diagnose, treat, and provide consultation to adolescent and adult patients with all types of cancer, and other benign and malignant tumors. May provide care to patients in the intensive care setting. Assess, stabilize, and determine the disposition of patients with emergent conditions regarding emergency and consultative call services.

The core privileges in this specialty include the procedures on the attached procedures list and such other procedures that are extensions of the same techniques and skills, as determined by the department chair.

CORE PROCEDURES/TREATMENT LIST

This is not intended to be an all-encompassing procedures list. It defines the types of activities/procedures/ privileges that the majority of practitioners in this specialty perform at this organization and inherent activities/ procedures/privileges requiring similar skill sets and techniques, as determined by the department chair.

To the Applicant: If you wish to exclude any procedures, based on lack of competency, please strike through the procedures that you do not wish to request, and then initial and date.

Medical Oncology

- Administration of chemotherapeutic agents and biological response modifiers through all therapeutic routes
- Assessment of tumor imaging by computed tomography, magnetic resonance, positron emission tomography scanning, and nuclear imaging techniques
- Complete blood count, including platelets and white cell differential, by means of automated or manual techniques
- Diagnostic lumbar puncture
- Management and maintenance of indwelling venous access catheters
- Performance of history and physical exam
- Serial measurement of tumor masses
- Therapeutic thoracentesis and paracentesis

Name: _____
Effective from ____/____/____ to ____/____/____ (for MSO staff use only)

Special Non-Core Privileges (See Specific Criteria)
Non-core privileges are requested individually in addition to requesting the core. Everyone requesting non-core privileges must meet the specific threshold criteria as applicable to the applicant.

Non-Core Privileges: Administration of Sedation and Analgesia

Administration of Sedation and Analgesia:

- Conscious Sedation** (e.g. versed, morphine, fentanyl) – DOES NOT INCLUDE USE OF KETAMINE OR PROPOFOL
- Ketamine** (test required every 2 years)
- Propofol** (test required every 2 years)

Criteria for Initial Request:

1. Successful completion of an ACGME– or AOA–accredited post graduate training program which included training in administration of sedation and analgesia, including the necessary airway management skills, or department-approved extra training and experience.

AND

2. Documented current competence and evidence of the performance of at least 5 cases (can be any combination) within the past 24 months, or completion of training within the past 24 months. Please provide clinical activity/procedure log.

Criteria for Renewal of Privileges:

1. Documented current competence and evidence of the performance of at least 5 cases (can be any combination) within the past 24 months.

Name: _____
Effective from ____/____/____ to ____/____/____ (for MSO staff use only)

**FOCUSED PROFESSIONAL PRACTICE EVALUATION (FPPE)
for initial applicants**

Hematology/Oncology

1. Retrospective or concurrent proctoring (chart review or direct observation) of at least 9 patients with hematological diseases in the care of whom the applicant significantly participated. FPPE/proctoring must be representative of the provider’s scope of practice.
2. Concurrent proctoring (direct observation) of at least 3 different procedures that are representative of procedures regularly performed in the department. FPPE/proctoring must be representative of the provider’s scope of practice.
3. FPPE/Proctoring is also required for at least one (1) procedure/case of each of the requested non-core privileges.
4. FPPE should be concluded as soon as possible (i.e. within the first 3-4 months after starting work at CCRM).
5. Completed FPPE forms must be submitted to the Credentialing Office.
6. It is the applicant’s ultimate responsibility to make sure that FPPE and submission of all required paperwork to the Credentialing Office takes place in a timely manner. Failure to do so may result in loss or limitation of privileges.
7. **For low volume providers: please see separate FPPE/proctoring guidelines.**
8. **For more detailed information, please see separate FPPE/proctoring guidelines.**

ACKNOWLEDGMENT OF PRACTITIONER

I have requested only those privileges for which by education, training, current experience, and documented performance I am qualified to perform and for which I wish to exercise at Contra Costa Regional Medical Center and I understand that:

- a. In exercising any clinical privileges granted, I will adhere by hospital and medical staff policies and rules applicable generally and any applicable to the particular situation.
- b. Any restriction on the clinical privileges granted to me is waived in an emergency situation, and in such situation my actions are governed by the applicable section of the medical staff bylaws or related documents.

Signed _____ **Date** _____

Name: _____
Effective from ____/____/____ to ____/____/____ (for MSO staff use only)

DEPARTMENT / DIVISION CHAIR'S RECOMMENDATION

I have reviewed the requested clinical privileges and supporting documentation for the above-named applicant and:

- Recommend All Requested Privileges**
- Recommend Privileges with the Following Conditions/Modifications:**
- Do Not Recommend the Following Requested Privileges:**

Privilege	Condition/Modification/Explanation

Notes:

[Department Chair] Signature: _____ **Date:** _____

FOR MEDICAL STAFF SERVICES DEPARTMENT USE ONLY

Credentials Committee Approval	Date _____
Temporary Privileges	Date _____
Medical Executive Committee Approval	Date _____
Board of Supervisors Approval	Date _____

INFECTIOUS DISEASE CLINICAL PRIVILEGES

Name: _____
Effective from ____/____/____ to ____/____/____ (for MSO staff use only)

All new applicants must meet the following requirements as approved by the governing body.

Effective: _____/_____/_____.

Initial Privileges (Initial Appointment)

Renewal of Privileges (Reappointment)

Applicant: Please check the “*Requested*” box for each privilege requested.

Applicants have the burden of producing information and documentation deemed adequate by the hospital for a proper evaluation of current competence, current clinical activity, and other qualifications, and for resolving any doubts related to qualifications for requested privileges.

Department Chair: Check the appropriate box for recommendation on the last page of this form. If not recommended, provide the condition or explanation on the last page of this form.

Other Requirements

- This document is focused on defining qualifications related to competency to exercise clinical privileges. The applicant must also adhere to any additional organizational, regulatory, or accreditation requirements that the organization is obligated to meet.
- Note that privileges granted may only be exercised at the site(s) designated by CCRMC and/or setting(s) that have sufficient space, equipment, staffing, and other resources required to support the privilege.

Name: _____
Effective from _____ / _____ / _____ to _____ / _____ / _____ (for MSO staff use only)

QUALIFICATIONS FOR INFECTIOUS DISEASE

Initial Applicants: To be eligible to apply for privileges in INFECTIOUS DISEASE, the applicant must meet the following criteria:

EITHER

Pathway A:

1. Documentation of successful completion of an Accreditation Council for Graduate Medical Education (ACGME) – or American Osteopathic Association (AOA)–accredited postgraduate training program in the relevant medical specialty and successful completion of an accredited fellowship in Infectious Disease

AND

2. Documentation of current certification or Board eligibility leading to certification (with achievement of certification within the required time frame set forth by the respective Boards) in Infectious Disease by the American Board of Internal Medicine or a completion of a certificate of special qualifications by the American Osteopathic Board of Internal Medicine.

OR

Pathway B:

1. Documentation of successful completion of an Accreditation Council for Graduate Medical Education (ACGME) – or American Osteopathic Association (AOA)–accredited postgraduate training program in Internal Medicine or Family Medicine, and Department-approved experience in Infectious Disease

AND

2. Documentation of Board Certification or Board Eligibility in Internal Medicine or Family Medicine (with achievement of certification within the required time frame set forth by the respective Boards) by the American Board of Internal Medicine (ABIM) or Family Medicine (ABFM) , or American Osteopathic Board of Internal Medicine (AOBIM) or Family Medicine (AOBFM)

Name: _____
Effective from ____/____/____ to ____/____/____ (for MSO staff use only)

AND

(The following are required for both pathways.)

1. Documented current experience: Inpatient/outpatient care of least 500 patients with infectious diseases, reflective of the scope of privileges requested, within the past 24 months, or successful completion of an ACGME- or AOA-accredited residency within the past 24 months. Please provide a clinical activity/procedure log.

Renewal of Privileges: To be eligible to renew privileges in Infectious Disease, the applicant must meet the following criteria:

1. Maintenance of Certification or Osteopathic Ongoing Certification is required.

AND

2. Current documented competence and an adequate volume of experience (500 patients with infectious diseases) with acceptable results, reflective of the scope of privileges requested, for the past 24 months based on results of ongoing professional practice evaluation and outcomes.

Core Privileges: Infectious Disease

- Requested:*** Admit, evaluate, diagnose, consult, and provide care to adolescent and adult patients with infectious diseases of all types and in all organ systems. This includes, but is not limited to, infections of the reproductive organs, infections in solid organ transplant patients, infections in bone marrow transplant recipients, sexually transmitted diseases, infections in travelers, and viral hepatitis, including hepatitis B and C. May provide care to patients in the intensive care setting. Assess, stabilize, and determine the disposition of patients with emergent conditions regarding emergency and consultative call services.
- The core privileges in this specialty include the procedures on the attached procedures list and such other procedures that are extensions of the same techniques and skills, as determined by the department chair.

Name: _____
Effective from ____/____/____ to ____/____/____ (for MSO staff use only)

CORE PROCEDURES/TREATMENT LIST

This is not intended to be an all-encompassing procedures list. It defines the types of activities/procedures/privileges that the majority of practitioners in this specialty perform at this organization and inherent activities/procedures/privileges requiring similar skill sets and techniques, as determined by the department chair.

To the Applicant: If you wish to exclude any procedures, please strike through the procedures that you do not wish to request, and then initial and date.

Infectious Disease

- Performance of history and physical exam
- Administration of antimicrobial and biological products via all routes
- Application and interpretation of diagnostic tests
- Interpretation of Gram’s stain

Special Non-Core Privileges (See Specific Criteria)
Non-core privileges are requested individually in addition to requesting the core. Each practitioner requesting non-core privileges must meet the specific threshold criteria as applicable to the applicant.

Non-Core Privileges: Fluoroscopy

HIV/AIDS care

Requirement: requirements of AB 2168 (see attached) must be met.

Name: _____
Effective from ____/____/____ to ____/____/____ (for MSO staff use only)

**FOCUSED PROFESSIONAL PRACTICE EVALUATION (FPPE)
for initial applicants**

1. Retrospective or concurrent proctoring (chart review or direct observation) of at least 9 patients with infectious diseases in the care of whom the applicant significantly participated. FPPE/proctoring must be representative of the provider’s scope of practice.
2. FPPE should be concluded as soon as possible (i.e. within the first 3-4 months after starting work at CCRMC).
3. FPPE/Proctoring is also required for at least one (1) procedure/case of each of the requested “non-core” privileges.
4. Completed FPPE forms must be submitted to the Credentialing Office.
5. It is the applicant’s ultimate responsibility to make sure that FPPE and submission of all required paperwork to the Credentialing Office takes place in a timely manner. Failure to do so may result in loss or limitation of privileges.
6. **For low volume providers: please see separate FPPE/proctoring guidelines.**
7. **For more detailed information, please see separate FPPE/proctoring guidelines.**

ACKNOWLEDGMENT OF PRACTITIONER

I have requested only those privileges for which by education, training, current experience, and documented performance I am qualified to perform and for which I wish to exercise at Contra Costa Regional Medical Center and I understand that:

- a. In exercising any clinical privileges granted, I will adhere by hospital and medical staff policies and rules applicable generally and any applicable to the particular situation.
- b. Any restriction on the clinical privileges granted to me is waived in an emergency situation, and in such situation my actions are governed by the applicable section of the medical staff bylaws or related documents.

Signed _____ **Date** _____

Name: _____
Effective from ____/____/____ to ____/____/____ (for MSO staff use only)

DEPARTMENT / DIVISION CHAIR'S RECOMMENDATION

I have reviewed the requested clinical privileges and supporting documentation for the above-named applicant and:

- Recommend All Requested Privileges**
- Recommend Privileges with the Following Conditions/Modifications:**
- Do Not Recommend the Following Requested Privileges:**

Privilege	Condition/Modification/Explanation

Notes:

[Department Chair] Signature: _____ **Date:** _____

FOR MEDICAL STAFF SERVICES DEPARTMENT USE ONLY

Credentials Committee Approval	Date _____
Temporary Privileges	Date _____
Medical Executive Committee Approval	Date _____
Board of Supervisors Approval	Date _____

NEONATOLOGY CLINICAL PRIVILEGES

Name: _____
Effective from ____/____/____ to ____/____/____ (for MSO staff use only)

All new applicants must meet the following requirements as approved by the governing body.

Effective: _____/_____/_____.

Initial Privileges (Initial Appointment)

Renewal of Privileges (Reappointment)

Applicant: Please check the “*Requested*” box for each privilege requested.

Applicants have the burden of producing information and documentation deemed adequate by the hospital for a proper evaluation of current competence, current clinical activity, and other qualifications, and for resolving any doubts related to qualifications for requested privileges.

Department Chair: Check the appropriate box for recommendation on the last page of this form. If not recommended, provide the condition or explanation on the last page of this form.

Other Requirements

- This document is focused on defining qualifications related to competency to exercise clinical privileges. The applicant must also adhere to any additional organizational, regulatory, or accreditation requirements that the organization is obligated to meet.
- Note that privileges granted may only be exercised at the site(s) designated by CCRMC and/or setting(s) that have sufficient space, equipment, staffing, and other resources required to support the privilege.

Name: _____

Effective from ____/____/____ to ____/____/____ (for MSO staff use only)

QUALIFICATIONS FOR NEONATOLOGY

Initial Applicants: To be eligible to apply for privileges in Neonatology, the applicant must meet the following criteria:

1. Successful completion of an Accreditation Council for Graduate Medical Education (ACGME) – or American Osteopathic Association (AOA)–accredited fellowship in neonatal/perinatal medicine or neonatology.
AND
2. Current certification or Board eligibility (with achievement of certification within the required time frame set forth by the respective Boards) leading to subspecialty certification in neonatal/perinatal medicine by the American Board of Pediatrics or in neonatology by the American Osteopathic Board of Pediatrics.
AND
3. Required current experience: Provision of inpatient or consultative services, reflective of the scope of privileges requested, to at least 50 neonatal patients within the past 24 months, or successful completion of an ACGME- or AOA-accredited clinical fellowship within the past 24 months. Please provide clinical activity/procedure log.
AND
4. Valid NRP (or APLS) certification

Renewal of Privileges: To be eligible to renew privileges in Neonatology, the applicant must meet the following criteria:

1. Documentation of Maintenance of Certification (ABMS) or OCC (On-Going Continuous Certification) is required.
AND
2. Current documented competence and an adequate volume of experience (50 neonatal patients) with acceptable results, reflective of the scope of privileges requested, for the past 24 months based on results of ongoing professional practice evaluation and outcomes.
AND
3. Valid NRP (or APLS) certification

Name: _____

Effective from ____/____/____ to ____/____/____ (for MSO staff use only)

Core Privileges: Neonatology

- Requested:*** Admit, evaluate, diagnose, treat, and provide consultation for sick newborns presenting with any life-threatening problems or conditions, such as breathing disorders, infections, and birth defects. Coordinate care and medically manage newborns born prematurely, critically ill, or in need of surgery. Provide consultation to mothers with high-risk pregnancies. May provide care to patients in the perinatal unit, including Level II nursery. Assess, stabilize, and determine the disposition of patients with emergent conditions regarding emergency and consultative call services.

The core privileges in this specialty include the procedures on the attached procedures list and such other procedures that are extensions of the same techniques and skills, as determined by the department chair.

CORE PROCEDURE/TREATMENT LIST

This is not intended to be an all-encompassing procedures list. It defines the types of activities/procedures/privileges that the majority of practitioners in this specialty perform at this organization and inherent activities/procedures/privileges requiring similar skill sets and techniques, as determined by the department chair.

To the Applicant: If you wish to exclude any procedures, due to lack of current competency, please strike through the procedures that you do not wish to request and then initial and date.

Neonatology

- Attendance at delivery of high-risk newborns
- Cardiac life support, including emergent cardioversion
- Conscious sedation (e.g. versed, morphine, fentanyl)
- Endotracheal intubation, including administration of RSI medications
- Exchange transfusion
- Insertion and management of central lines
- Insertion and management of chest tubes
- Lumbar puncture
- Neonatal resuscitation
- Nutritional support

Name: _____

Effective from ____/____/____ to ____/____/____ (for MSO staff use only)

- Paracentesis, thoracentesis, pericardiocentesis
- Performance of history and physical exam
- Peripheral arterial artery catheterization
- Postoperative care of newborns
- Preliminary EKG interpretation
- Suprapubic bladder tap
- Umbilical catheterization
- Ventilator care of infants beyond emerging stabilization

**FOCUSED PROFESSIONAL PRACTICE EVALUATION (FPPE)
for initial applicants**

1. **Neonatologists contracted with CCRM/Health centers are low volume providers. For FPPE/proctoring requirements, please see separate FPPE/proctoring guidelines.**

ACKNOWLEDGMENT OF PRACTITIONER

I have requested only those privileges for which by education, training, current experience, and documented performance I am qualified to perform and for which I wish to exercise at Contra Costa Regional Medical Center and I understand that:

- a. In exercising any clinical privileges granted, I will adhere by hospital and medical staff policies and rules applicable generally and any applicable to the particular situation.
- b. Any restriction on the clinical privileges granted to me is waived in an emergency situation, and in such situation my actions are governed by the applicable section of the medical staff bylaws or related documents.

Signed _____ Date _____

Name: _____
Effective from ____/____/____ to ____/____/____ (for MSO staff use only)

DEPARTMENT / DIVISION CHAIR'S RECOMMENDATION

I have reviewed the requested clinical privileges and supporting documentation for the above-named applicant and:

- Recommend All Requested Privileges**
- Recommend Privileges with the Following Conditions/Modifications:**
- Do Not Recommend the Following Requested Privileges:**

Privilege	Condition/Modification/Explanation

Notes:

[Department Chair] Signature: _____ **Date:** _____

FOR MEDICAL STAFF SERVICES DEPARTMENT USE ONLY

Credentials Committee Approval	Date _____
Temporary Privileges	Date _____
Medical Executive Committee Approval	Date _____
Board of Supervisors Approval	Date _____

OTOLARYNGOLOGY (ENT) CLINICAL PRIVILEGES

Name: _____
Effective from ____/____/____ to ____/____/____ (for MSO staff use only)

All new applicants must meet the following requirements as approved by the governing body.

Effective: _____/_____/_____.

Initial Privileges (Initial Appointment)

Renewal of Privileges (Reappointment)

Applicant: Please check the “*Requested*” box for each privilege requested.

Applicants have the burden of producing information and documentation deemed adequate by the hospital for a proper evaluation of current competence, current clinical activity, and other qualifications, and for resolving any doubts related to qualifications for requested privileges.

Department Chair: Check the appropriate box for recommendation on the last page of this form. If not recommended, provide the condition or explanation on the last page of this form.

Other Requirements

- This document is focused on defining qualifications related to competency to exercise clinical privileges. The applicant must also adhere to any additional organizational, regulatory, or accreditation requirements that the organization is obligated to meet.
- Note that privileges granted may only be exercised at the site(s) designated by CCRMC and/or setting(s) that have sufficient space, equipment, staffing, and other resources required to support the privilege.

Name: _____
Effective from ____/____/____ to ____/____/____ (for MSO staff use only)

QUALIFICATIONS FOR OTOLARYNGOLOGY

Initial Applicants: To be eligible to apply for privileges in Otolaryngology, the applicant must meet the following criteria:

1. Documentation of successful completion of an Accreditation Council for Graduate Medical Education (ACGME) – or American Osteopathic Association (AOA)–accredited residency in Otolaryngology

AND

2. Current certification or Board eligibility (with achievement of certification within the required time frame set forth by the respective Boards) leading to certification in Otolaryngology by the American Board of Otolaryngology or the American Osteopathic Board of Ophthalmology & Otolaryngology—Head and Neck Surgery.

AND

3. Documentation of at least 50 otolaryngologic procedures, reflective of the scope of privileges requested, in the past 24 months, or successful completion of an ACGME– or AOA–accredited residency within the past 24 months. Please provide clinical activity/procedure log.

Renewal of Privileges: To be eligible to renew privileges in Otolaryngology, the applicant must meet the following criteria:

1. Documentation of Maintenance of Certification (ABMS) or OCC (On-Going Continuous Certification) is required.

AND

2. Current documented competence and an adequate volume of experience (50 otolaryngologic procedures) with acceptable results, reflective of the scope of privileges requested, for the past 24 months based on results of ongoing professional practice evaluation and outcomes.

Name: _____
Effective from ____/____/____ to ____/____/____ (for MSO staff use only)

Core Privileges: Otolaryngology

Requested: Admit, evaluate, diagnose, and provide consultation and comprehensive medical and surgical care to patients of all ages presenting with diseases, deformities, or disorders of the head and neck that affect the ears, nose, throat, respiratory and upper alimentary systems, and related structures of the head and neck. Head and neck oncology, facial plastic reconstructive surgery, rhinology, and the treatment of disorders of hearing and voice are also included. May provide care to patients in the intensive care setting. Assess, stabilize, and determine the disposition of patients with emergent conditions regarding emergency and consultative call services.

The core privileges in this specialty include the procedures on the attached procedures list and such other procedures that are extensions of the same techniques and skills, as determined by the department chair.

CORE PROCEDURE/TREATMENT LIST

This is not intended to be an all-encompassing procedures list. It defines the types of activities/procedures/privileges that the majority of practitioners in this specialty perform at this organization and inherent activities/procedures/privileges requiring similar skill sets and techniques, as determined by the department chair.

To the Applicant: If you wish to exclude any procedures, due to lack of current competency, please strike through the procedures that you do not wish to request and then initial and date.

Otolaryngology

- Endoscopy laryngoscopy/ nasopharyngoscopy – fiber-optic and rigid (diagnostic, biopsy, true vocal fold injection/thyroplasty; laser/cold knife microlaryngeal surgery/arytenoidectomy; microdebrider endoscopy); esophagoscopy (diagnostic, foreign body removal, dilation), bronchoscopy (diagnostic, foreign body removal, dilation, laser, fiber-optic)
- Harvesting of skin, fat, or bone grafts of the head and neck, hip, trunk, and extremities
- Incision/excisional biopsy
- Lip surgery including: lip shave wedge excision/reconstruction; upper/lower lip

Name: _____

Effective from _____ / _____ / _____ to _____ / _____ / _____ (for MSO staff use only)

- resection/reconstruction
- Myocutaneous flap (pectorales, trapezius, sternocleidomastoid)
 - Needle biopsy/punch biopsy
 - Performance of history and physical exam
 - Plastic and reconstructive surgery- blepharoplasty, rhinoplasty, rhytidectomy, otoplasty, mentoplasty, liposuction, and implantation of autogenous, homologous, and allograft, and repair of lacerations
 - Reconstructive procedure of the upper airway
 - Reduction and internal fixation of facial fractures
 - Repair of fistulas – oral-antral, oral-nasal, oral-maxillary, oral-cutaneous, pharyngocutaneous, tracheocutaneous, esophagocutaneous
 - Surgery of the larynx, including external approach (e.g. laryngofissure, laryngeal framework surgery); internal/endoscopic approach (fiber-optic flexible and direct laryngoscopy, vocal fold surgery, laser surgery, and microdebrider surgery); biopsy, partial or total laryngectomy, fracture repair
 - Surgery of the nasal and paranasal sinuses: Including nasal septoplasty, septal perforation repair, inferior turbinoplasty, nasal valve surgery. Open and endoscopic sinus surgery of the frontal, maxillary, ethmoidal, sphenoid sinuses. Open and endoscopic maxillectomy.
 - Surgery of the oral cavity, including soft palate, tongue, mandible, (e.g. uvulopalatopharyngoplasty, tongue suspension and volume reduction, genioglossus advancement, lipectomy, hyoid suspension, partial/total glossectomy, floor of mouth resection, mandibulotomy/mandibulaectomy/resection of hard/soft palate)
 - Surgery of the pharynx, trachea, parapharyngeal space, i.e. tracheotomy, tracheal resection and repair, cervical esophagectomy, Zenker's diverticulum surgery (open and endoscopic), cricopharyngeal myotomy/myectomy, revision stenotic tracheostoma, partial/total pharyngectomy, pharyngeal reconstruction
 - Surgery of the salivary gland, including: parotidectomy, submandibular gland excision, ranula excision, plastic repair of salivary complex
 - Surgery of the thyroid/parathyroid: thyroid lobectomy/subtotal/total thyroidectomy, parathyroidectomy
 - Surgery on the ear, auditory canal, the tympanic membrane, and the contents of the middle ear (e.g. tympanoplasty, ossicular chain reconstruction, tympanomastoidectomy, labyrinthectomy, canaloplasty, stapedectomy, auriclectomy/wedge resection/reconstruction, temporal bone resection)
 - Surgical removal of teeth in association with radical resection
 - Tonsillectomy, adenoidectomy

Name: _____

Effective from ____/____/____ to ____/____/____ (for MSO staff use only)

Special Non-Core Privileges (See Specific Criteria)

Non-core privileges are requested individually in addition to requesting the core. Each practitioner requesting non-core privileges must meet the specific threshold criteria as applicable to the applicant.

Non-Core Privileges: Administration of Sedation and Analgesia

Administration of Sedation and Analgesia:

Conscious Sedation (e.g. versed, morphine, fentanyl) – DOES NOT INCLUDE USE OF KETAMINE OR PROPOFOL

Ketamine (test required every 2 years)

Propofol (test required every 2 years)

Criteria for Initial Request:

1. Successful completion of an ACGME– or AOA–accredited post graduate training program which included training in administration of sedation and analgesia, including the necessary airway management skills, or department approved extra training and experience
AND
2. Documented current competence and evidence of the performance of at least 5 cases (can be any combination) within the past 24 months, or completion of training within the past 24 months. Please provide clinical activity/procedure log.

Criteria for Renewal of Privileges:

1. Documented current competence and evidence of the performance of at least 5 cases (can be any combination) within the past 24 months.

Name: _____
Effective from ____/____/____ to ____/____/____ (for MSO staff use only)

**FOCUSED PROFESSIONAL PRACTICE EVALUATION (FPPE)
for initial applicants**

1. Retrospective or concurrent proctoring (chart review or direct observation) of at least 9 ENT patients in the care of whom the applicant significantly participated. FPPE/proctoring must be representative of the provider’s scope of practice.
2. Concurrent proctoring (direct observation) of at least 3 different procedures that are representative of procedures regularly preformed in the department. FPPE/proctoring must be representative of the provider’s scope of practice.
3. FPPE/Proctoring is also required for at least one (1) procedure/case of each of the requested “non-core” privileges.
4. FPPE should be concluded as soon as possible (i.e. within the first 3-4 months after starting work at CCRMC).
5. Completed FPPE forms must be submitted to the Credentialing Office.
6. It is the applicant’s ultimate responsibility to make sure that FPPE and submission of all required paperwork to the Credentialing Office takes place in a timely manner. Failure to do so may result in loss or limitation of privileges.
7. **For low volume providers: please see separate FPPE/proctoring guidelines.**
8. **For more detailed information, please see separate FPPE/proctoring guidelines.**

ACKNOWLEDGMENT OF PRACTITIONER

I have requested only those privileges for which by education, training, current experience, and documented performance I am qualified to perform and for which I wish to exercise at Contra Costa Regional Medical Center and I understand that:

- a. In exercising any clinical privileges granted, I will adhere by hospital and medical staff policies and rules applicable generally and any applicable to the particular situation.
- b. Any restriction on the clinical privileges granted to me is waived in an emergency situation, and in such situation my actions are governed by the applicable section of the medical staff bylaws or related documents.

Signed _____ **Date** _____

Name: _____
Effective from ____/____/____ to ____/____/____ (for MSO staff use only)

DEPARTMENT / DIVISION CHAIR'S RECOMMENDATION

I have reviewed the requested clinical privileges and supporting documentation for the above-named applicant and:

- Recommend All Requested Privileges**
- Recommend Privileges with the Following Conditions/Modifications:**
- Do Not Recommend the Following Requested Privileges:**

Privilege	Condition/Modification/Explanation

Notes:

[Department Chair] Signature: _____ **Date:** _____

FOR MEDICAL STAFF SERVICES DEPARTMENT USE ONLY

Credentials Committee Approval	Date _____
Temporary Privileges	Date _____
Medical Executive Committee Approval	Date _____
Board of Supervisors Approval	Date _____



Contra
Costa
County

To: Board of Supervisors
From: Russell Watts, Treasurer-Tax Collector
Date: September 8, 2020

Subject: DECLARE VACANCY AND APPOINTMENT OF SCHOOL AND COMMUNITY COLLEGE ALTERNATE REPRESENTATIVE TO THE TREASURY OVERSIGHT COMMITTEE

RECOMMENDATION(S):

DECLARE Vacancy in the Category 2 Seat, an Alternate representative for the County School Districts and Community College District of Treasury Oversight Committee.

APPOINT Glenn Pena to the Category 2 Seat, an Alternate representing the County School Districts and Community College District of Treasury Oversight Committee. Mr. Pena's term will be from September 8, 2020 through April 30, 2024.

FISCAL IMPACT:

None.

BACKGROUND:

The Board of Supervisors established the Treasury Oversight Committee on November 14, 1995, pursuant to Chapter 5, Article 6 of the California Government Code. The purpose of the Treasury Oversight Committee is to review and monitor the County Treasurer's annual investment policy, and to ensure an annual audit is conducted to determine the County's compliance with Government Code §§ 27130-27137.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/08/2020** 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: September 8, 2020

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

By: Stacey M. Boyd, Deputy

Contact: Ronda Boler, (925)
957-2806

cc:

BACKGROUND: (CONT'D)

The Committee will be composed of seven statutory members and three alternates. The Committee members are in three different categories as follows:

Category 1: Appointed officials (two statutory members and one alternate). Category 1 appointed members are the County Superintendent of Schools or his or her designee and a representative and an alternate of the Board or their designee.

Category 2: Elected members (two statutory members and two alternates). Category 2 includes one representative and one alternate elected by a majority of the school and community college districts; and one representative and one alternate elected by a majority of the special districts. Category 3: Public members (three statutory members).

Category 3 includes representatives from the public nominated by the County Treasurer and confirmed by the Board. An Alternate member shall attend in place of a statutory member as to whom the Alternate is delegated only when notified of the statutory member's anticipated absence at a meeting. An Alternate member is encouraged to attend any Committee meeting but is not entitled to vote unless the statutory member to whom the Alternate is delegated is absent from that meeting. An Alternate member serving at a meeting as to which a matter requiring the Committee action is continued shall be entitled to vote on the matter in lieu of the statutory member until that matter is resolved by the Committee. The most updated Bylaws were adopted by the Treasury Oversight Committee on May 15, 2018. Terms for membership are for four years.

Christine Rea, the Alternate representing County School Districts and Community College District, recently retired from the County School Districts and Community College District.

Mr. Pena, Director I, External Business Services, has been elected to serve as the Alternate representative for the County School Districts and Community College District. Currently he has AB 1200 oversight of all local education agencies in Contra Costa County. In his prior position, Mr. Pena served as the Director of Fiscal Services at Acalanes Union High School District, and he has over 30 years of experience in accounting in both private and public sectors. Mr. Pena served as a Board Alternate for the Contra Costa County Schools Insurance Group from 2015 to 2020 and he served as a Board Alternate for East Bay Schools Insurance Group from 2015 to 2020.

Upon approval by the Board of Supervisors, a vacancy will be declared and Mr. Pena will be appointed to fill this vacancy to serve as the Alternate representing County School Districts and Community College District on the Treasury Oversight Committee for the term September 8, 2020 through April 30, 2024.

CONSEQUENCE OF NEGATIVE ACTION:

No Alternate to represent County School Districts and Community College District in the County on the Treasury Oversight Committee as required by California Government Code section 27132 and the November 14, 1995, County Board Order (I.O.-4) regarding composition of a County Treasury Oversight Committee.

ATTACHMENTS

Glenn Pena TOC Nomination Ltr

TOC Alternate Application_Glenn Pena



Contra Costa County Office of Education

77 Santa Barbara Road, Pleasant Hill, CA 94523 • (925) 942-3388
Lynn Mackey, Superintendent of Schools

August 11, 2020

Russell V. Watts
Treasurer-Tax Collector
Contra Costa County
625 Court Street, Room 102
Martinez, CA 94553-1231

Dear Mr. Watts:

I am pleased to nominate Glenn Pena, Director I, External Business Services, to serve as the Alternate for County School Districts and Community College District representative on the Treasury Oversight Committee (TOC) for the term August 11, 2020 through April 30, 2024.

Thank you for taking my nomination before the County Board of Supervisors for approval of this appointment.

Sincerely,

A handwritten signature in blue ink that reads "Lynn Mackey". The signature is fluid and cursive.

Lynn Mackey
Superintendent of Schools
Contra Costa County

LM/bf

cc: Bill Clark, Deputy Superintendent, Business Services, CCCOE
Glenn Pena, Director I, External Business Services, CCCOE



Contra
Costa
County



Print Form

Please return completed applications to:

Clerk of the Board of Supervisors
651 Pine St., Room 106
Martinez, CA 94553

or email to: ClerkofTheBoard@cob.cccounty.us

BOARDS, COMMITTEES, AND COMMISSIONS APPLICATION

First Name

GLENN

Last Name

PENA

Home Address - Street

[REDACTED]

City

[REDACTED]

Zip Code

[REDACTED]

Phone (best number to reach you)

925-942-3411

Email

GPENA@CCCOE.K12.CA.US

Resident of Supervisorial District:

NO

EDUCATION

Check appropriate box if you possess one of the following:

High School Diploma

CA High School Proficiency Certificate

G.E.D. Certificate

Colleges or Universities Attended

UCLA

Course of Study/Major

ECONOMICS

Degree Awarded

Yes No

Yes No

Yes No

Other Training Completed:

[REDACTED]

Board, Committee or Commission Name

TREASURY OVERSIGHT COMMITTEE

Seat Name

COMMITTEE ALTERNATE

Have you ever attended a meeting of the advisory board for which you are applying?

No

Yes If yes, how many?

[REDACTED]

Please explain why you would like to serve on this particular board, committee, or commission.

I currently hold the position of Director, External Business Services at CCCOE, replacing Christine Rea who has retired. She was the alternate committee member.

Describe your qualifications for this appointment. (NOTE: you may also include a copy of your resume with this application)

I'm currently the Director, External Business Services at CCCOE. My department has AB 1200 oversight of all local education agencies in Contra Costa County. Prior to this position, I served as Director of Fiscal Services at Acalanes Union High School District. I have more than 30 years work experience in accounting in both private and public sectors. See attached resume.

I am including my resume with this application:

Please check one:

Yes

No

I would like to be considered for appointment to other advisory bodies for which I may be qualified.

Please check one:

Yes

No

Are you currently or have you ever been appointed to a Contra Costa County advisory board?

Please check one: Yes No

List any volunteer and community experience, including any boards on which you have served.

2015-2020 Board alternate - Contra Costa County Schools Insurance Group
2015-2020 Board alternate - East Bay Schools Insurance Group

Do you have a familial relationship with a member of the Board of Supervisors? (Please refer to the relationships listed below or Resolution no. 2011/55)

Please check one: Yes No

If Yes, please identify the nature of the relationship:

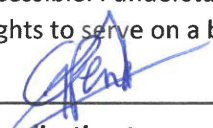
Do you have any financial relationships with the county, such as grants, contracts, or other economic relationships?

Please check one: Yes No

If Yes, please identify the nature of the relationship:

I CERTIFY that the statements made by me in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith. I acknowledge and understand that all information in this application is publicly accessible. I understand and agree that misstatements and/or omissions of material fact may cause forfeiture of my rights to serve on a board, committee, or commission in Contra Costa County.

Signed:



Date:

08/18/2020

Submit this application to:

Clerk of the Board of Supervisors
651 Pine St., Room 106
Martinez, CA 94553

Questions about this application? Contact the Clerk of the Board at (925) 335-1900 or by email at ClerkofTheBoard@cob.cccounty.us

Important Information

1. This application and any attachments you provide to it is a public document and is subject to the California Public Records Act (CA Government Code §6250-6270).
2. All members of appointed bodies are required to take the advisory body training provided by Contra Costa County.
3. Members of certain boards, commissions, and committees may be required to: 1) file a Statement of Economic Interest Form also known as a Form 700, and 2) complete the State Ethics Training Course as required by AB 1234.
4. Meetings may be held in various locations and some locations may not be accessible by public transportation.
5. Meeting dates and times are subject to change and may occur up to two (2) days per month.
6. Some boards, committees, or commissions may assign members to subcommittees or work groups which may require an additional commitment of time.
7. As indicated in Board Resolution 2011/55, a person will not be eligible for appointment if he/she is related to a Board of Supervisors member in any of the following relationships: mother, father, son, daughter, brother, sister, grandmother, grandfather, grandson, granddaughter, great-grandfather, great-grandmother, aunt, uncle, nephew, niece, great-grandson, great-granddaughter, first-cousin, husband, wife, father-in-law, mother-in-law, daughter-in-law, stepson, stepdaughter, sister-in-law, brother-in-law, spouse's grandmother, spouse's grandfather, spouse's granddaughter, and spouses' grandson, registered domestic partner, relatives of a registered domestic partner as listed above.
8. A person will not be eligible to serve if the person shares a financial interest as defined in Government Code §87103 with a Board of Supervisors Member.

PROFILE

Detail-oriented, organized, and efficient accounting professional with a portfolio of success in all areas of accounting operations, office administration, and management information system across education, healthcare, logistics, and engineering/construction industries. Progressively responsible duties gained over the course of a career based on exceptional analytical and organizational skills. Instrumental in significantly cutting operational costs by streamlining and automating processes through technological upgrades and continuous process improvement efforts. Equal ability to work autonomously and as supportive team player. Adept at learning new computer systems and languages and business intelligence software tools quickly. Exemplary written and verbal communication and presentation skills. Specific skills and knowledge include: accounts payable, accounts receivable, payroll, general ledger, budgeting, benefits, asset management, financial analysis, data modeling, data mining, ad-hoc report writing.

Technical Expertise includes:

- Advanced Excel, Access, Word, Information Builder's Focus Language • SQL • User Training and Support
 - Data Analysis • Report Writing • Cost-Cutting • Process Improvements
 - MUNIS and Oracle Financials including Accounts Payable, Accounts Receivable, General Ledger, Budget, Purchasing • Quickbooks • Audit Command Language • Visual Basic for Applications • Windows Clients/Servers
-

PROFESSIONAL EXPERIENCE

CONTRA COSTA COUNTY OFFICE OF EDUCATION, Pleasant Hill, CA
A local education agency.

08/2020–Present

Director, External Business Services

- Plan, organize, control, and direct operations and activities of District Business Services, District Payroll Services, and Medi-Cal Administrative Activities Programs.
- Coordinate the review and approval process of financial and budgetary activities of all local education agencies in the county per AB 1200 guidelines.
- Direct the preparation and maintenance of reports including program cost accounting, Local Control Funding Formula (LCFF) calculation, attendance accounting, STRS/PERS, property taxes.
- Maintain current knowledge of laws, rules, and regulations related to fiscal activities.
- Compose and distribute informational bulletins to local education agencies regarding reporting requirements, changes to accounting procedures.
- Prepare and present workshops to provide current information on new or revised legislations and to provide training for the financial system software.
- Coordinate the closing of districts' books, issuance of W2s and 1099s.
- Serve as main fiscal and technical liaison to the California Department of Education, Office of Public School Construction, County Auditor/ Assessor, County Treasurer, and local education agencies.

ACALANES UNION HIGH SCHOOL DISTRICT, Lafayette, CA
A local education agency.

07/2015 - 07/2020

Director of Fiscal Services

- Supervised accounting functions such as accounts payable, accounts receivable, billing, payroll, benefits, general ledger, accounts reconciliation and analysis, budgeting, monthly/yearly cash forecasts, financial analysis, tax reporting.
- Supervised, monitored, and evaluated the assignments and performance of accounting staff.
- Led and coordinated annual budget development in collaboration with Chief Business Official.
- Calculated and projected Local Control Funding Formula (LCFF) revenue, other revenues, and expenditures of all funds.

~continued~

- Advised and counseled school site staff, district office staff, and administrators in budget requests and amendments in accordance with established procedures.
- Monitored and analyzed budget revenues, expenditures, and encumbrances to ensure adherence to established budget allocations.
- Maintained chart of accounts and prepare quarterly and annual financial statements for certification of projected solvency.
- Communicated with school site administrators, independent auditors, federal, and state agencies regarding the interpretation of legislations and regulations pertaining to school business.
- Provided consultation and training for school site and district administrative personnel to ensure understanding of fiscal processes.
- Participated in the cabinet review of board policies and administration regulations.
- Prepared special financial analyses and reports as required for collective bargaining processes.
- Represented the district at various local, regional, and state meetings.
- Served as main district liaison during independent and other financial audits.
- Developed a set of time-saving, automated Excel reports which increased the accuracy of the review of school sites' financials and streamlined the budget development process.
- Recognized by Contra Costa County Office of Education for contribution to the Contra Costa SELPA Cost Allocation Model Improvements.
- Achieved no audit findings to date.

CONTRA COSTA COUNTY OFFICE OF EDUCATION, Pleasant Hill, CA
A local education agency.

12/2011–07/2015

District Advisor

- Performed AB1200 oversight which involved a variety of specialized and technical duties such as the development, maintenance, and support of school districts' finance, budget, and accounting activities.
- Reviewed and analyzed budgets to ensure compliance with state and federal criteria and standards; make recommendations to districts as required.
- Communicated with school administrators, independent auditors, federal, and state agencies regarding the interpretation of legislations and regulations pertaining to school business.
- Prepared annual countywide financial report.
- Reconciled the districts' cash, investments, and other accounts with the County Auditor's books; research and correct discrepancies or make recommendations for adjustments as needed.
- Wrote custom reports using Excel and other software to track financial data.
- Created and updated training manuals and procedures.
- Conducted training sessions and workshops on the use of various financial software, budget development, year-end closing of books, and various pertinent school business topics.
- Developed a set of time-saving, automated Excel reports which increased the accuracy of the review of school districts' financials.
- Developed two Excel applications that automated the creation of import files that facilitated journal entries to school districts' financial systems.
- Developed an Excel application which automated the cash account reconciliation of sixteen school districts.

ALLSMILE DENTAL PRACTICE, Tracy, CA
A private family and cosmetic dentistry practice.

09/2001–11/2011

Accountant/Operations Support

- Supervised and performed accounting functions such as accounts payable, accounts receivable, payroll, general ledger, accounts reconciliation and analysis, budgeting, monthly/yearly cash forecasts, financial analysis, tax reporting.
- Prepared and reviewed financial statements and reports with certified public accounting firm.
- Performed cost/benefit analyses on purchases of materials and equipment.
- Negotiated vendor contracts, insurance contracts, and patients' financial arrangements.
- Wrote custom reports using Excel, SQL, and Access to track financials, production, patients' treatment acceptance, and continuing care.

-
- Provided end user training and support on use of practice management software.
 - Played vital lead role in launching dental practice from scratch and growing it successfully.
 - Saved full-time job salary by automating generation of electronic claims and reports.

FRITZ, A UPS COMPANY, San Francisco, CA

04/2000–09/2001

Fritz Companies was a publicly traded international logistics services company; acquired by UPS in 2001.

Auditor/Support Analyst

- Provided consultative, liaison, and support services to auditors and management in manipulation, analysis, and interpretation of data.
- Executed information security audit.
- Performed data extracts, transformations, and loads from various systems to database application for exclusive use of internal auditors.
- Performed requirements definition, data analysis, system configuration, process analysis, programming, testing, and software/hardware troubleshooting.
- Wrote technical and user documentations.
- Traveled and partnered with internal audit team and management in domestic and international locations to meet reporting/programming needs.
- Wrote, tested, and rolled-out new audit applications that significantly reduced auditors' research time.

BECHTEL GROUP INC., San Francisco, CA

07/1990–04/2000

Provides engineering, construction, and project management services.

Project Accountant/User Support Analyst

- Performed accounting functions such as client billing, accounts payable, job accounting database maintenance, monthly/yearly cash forecasts, cost auditing, accounts reconciliation and analysis, client, interentity and interoffice billing, general ledger, financial analysis and reporting.
- Set up new sets of books for new overseas projects using a PC-based accounting system.
- Audited trial balances received electronically from various international and domestic locations.
- Supervised local staff and at the same time was heavily involved in the operations of multi-currency payroll of over 1500 expatriates in an international project.
- Consulted heavily with human resources, management, and employees of diverse background regarding company policies, benefits, and payroll matters.
- Setup and trained users on Oracle General Ledger, Payables, Purchasing, Purchase Order Interface, Payroll, and custom billing system.
- Interacted effectively with internal and external auditors.
- Worked closely with field procurement group to improve the materials receiving report process.
- Consulted with senior programmers regarding testing of new releases of Oracle Financials and other custom software applications.
- Participated in testing, implementation, and operations of a pilot Oracle-based accounts payable/procurement tracking/project controls system. Bechtel eventually used this Oracle-based system in other engineering and construction projects worldwide.
- Traveled to domestic and international locations to implement 3rd-party software application that interfaced legacy procurement systems with Oracle Financials.
- Developed work process metrics to measure and improve productivity.
- Wrote ad-hoc query programs using Information Builder's Focus language and SQL that significantly reduced time spent by staff accountants on research, accounts reconciliation, and cost audit.
- Replaced 8K-page monthly invoice with electronic file version.
- Recognized by clients and received awards from project management for significant cost-savings and continuous process improvement efforts.

EDUCATION & TRAINING

Bachelor of Arts in Economics; Accounting Minor ~ University of California at Los Angeles

Certificate Courses in Fred Pryor Seminar in Supervision, California Association of School Business Officials (CASBO) Chief Business Official Boot Camp, Oracle Financials, Advanced Focus Programming, Developing Audit Command Language Applications, Medical Coding (CPT and ICD-9-CM), Dental Coding (CDT)

Professional Certificate in Client/Server Technology, UCSD - Coursework included Relational Database Engineering, Object-oriented Design and Analysis, Visual Basic, Java, LAN Architecture, Protocol, and Design

Professional Certificate in Business Computing Applications, UCSD - Coursework included Information Systems Design, Evaluation, and Management Issues, Local Area Networks, Database Management Systems, Relational Database Theory, SQL Report Writing

Filenn Pena
77 Santa Barbara Rd.
Pleasant Hill, CA 94523



Clerk of the Board of Supervisors
651 Pine St., Room 106
Martinez, CA 94523

NEOPOST

100
FIRST-CLASS MAIL

08/19/2020

US POSTAGE \$000.65⁰



ZIP 94523
041M11460490



Contra
Costa
County

To: Board of Supervisors
From: John Kopchik, Director, Conservation & Development Department
Date: September 8, 2020

Subject: Declare Vacancies in the At-Large, Environmental Justice and At-Large, Business Seats on the Sustainability Commission

RECOMMENDATION(S):

ACCEPT the resignations of Doria Robinson from the At-Large, Environmental Justice Seat #1 and Nicholas Snyder from the At-Large, Business Seat #2 on the Sustainability Commission, DECLARE vacancies in the At-Large, Environmental Justice Seat #1 and At-Large, Business Seat #2 on the Sustainability Commission, and DIRECT the Clerk of the Board to post the vacancies.

FISCAL IMPACT:

None.

BACKGROUND:

On June 11, 2019, the Board of Supervisors re-appointed Doria Robinson to the At-Large, Environmental Justice Seat #1 and Nicholas Snyder to the At-Large, Business Seat #2 on the County's Sustainability Commission. On August 4, 2020, Ms. Robinson notified the County Sustainability Coordinator that she is no longer able to serve on the Sustainability Commission. On August 24, 2020, Mr. Snyder notified the County Sustainability Coordinator that he is no longer able to serve on the Sustainability Commission.

The terms of both the At-Large, Environmental Justice Seat #1 and the At-Large, Business

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/08/2020** 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: September 8, 2020

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

By: Stacey M. Boyd, Deputy

Contact: Jody London,
925-674-7871

cc:

BACKGROUND: (CONT'D)

Seat #2 members expire on March 31, 2023. Consistent with the Sustainability Commission Bylaws, "A vacancy during the term of any member will be filled by the Board of Supervisors for the remainder of the then-current term."

Consistent with the Sustainability Commission Bylaws, the Sustainability Coordinator shared this information with the Clerk of the Board and the Chair of the Sustainability Commission.

CONSEQUENCE OF NEGATIVE ACTION:

Failure to fill the vacancies limits the ability of the Sustainability Commission to fulfill its purpose.

AGENDA ATTACHMENTS

MINUTES ATTACHMENTS

Vacancy Notice

**Contra
Costa
County**



Notice

The Board of Supervisors will make appointments to fill existing advisory body vacancies. Interested citizens may submit written applications for vacancies to the following address:

**Clerk of the Board of Supervisors
1025 Escobar Street, 1st Floor
Martinez, CA 94553**

Board, Commission, or Committee

Sustainability Commission
At-Large Business Seat #2

Appointments will be made after

September 22, 2020

I, David J. Twa, Clerk of the Board of Supervisors and the County Administrator, hereby certify that, in accordance with Section 54974 of the Government Code, the above notice of vacancy (vacancies) will be posted on September 8, 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: September 8, 2020

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

By: *Lauren Hill*
Deputy Clerk

CC: All County Libraries
Contra Costa Library Document Clerk
Delta 2000
Hard Copy to Maddy Book Binder
Hard Copy to Maddy Book File

**Contra
Costa
County**



Notice

The Board of Supervisors will make appointments to fill existing advisory body vacancies. Interested citizens may submit written applications for vacancies to the following address:

**Clerk of the Board of Supervisors
1025 Escobar Street, 1st Floor
Martinez, CA 94553**

Board, Commission, or Committee

Sustainability Commission

At-Large Environmental Justice Seat #1

Appointments will be made after

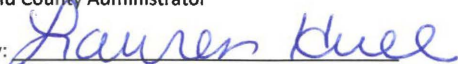
September 22, 2020

I, David J. Twa, Clerk of the Board of Supervisors and the County Administrator, hereby certify that, in accordance with Section 54974 of the Government Code, the above notice of vacancy (vacancies) will be posted on September 8, 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: September 8, 2020

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

By: 
Deputy Clerk

CC: All County Libraries
Contra Costa Library Document Clerk
Delta 2000
Hard Copy to Maddy Book Binder
Hard Copy to Maddy Book File



**Contra
Costa
County**

To: Board of Supervisors
From: John Gioia, District I Supervisor
Date: September 8, 2020

Subject: REAPPOINT Rocio Hernandez to the District 1 seat of the First 5 Children and Families Commission

RECOMMENDATION(S):

Appoint Rocio E. Hernandez to the District 1 Seat of the First 5 Contra Costa Children and Families Commission to a three-year term ending October 17, 2023.

FISCAL IMPACT:

None

BACKGROUND:

Dr. Rocio Hernandez has been successfully serving for the last 3 years and Supervisor Gioia wishes to reappoint her.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/08/2020** 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: September 8, 2020

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

By: Stacey M. Boyd, Deputy

Contact: James Lyons,
510-231-8692

cc:



Contra
Costa
County

To: Board of Supervisors
From: Kathy Gallagher, Employment & Human Services Director
Date: September 8, 2020

Subject: Cancel two (2) Teacher-Project positions and add one (1) Administrative Services Assistant III in Employment and Human Services Department

RECOMMENDATION(S):

ADOPT Position Adjustment Resolution No. 25626 to cancel two (2) Teacher -Project (CJN1) (represented) positions Nos. 16652 and 17818 at salary plan and grade QH5 0974 (\$3,452 - \$4,196) and add one (1) Administrative Services Assistant III (APTA) (represented) position at salary plan and grade ZB5 1631 (\$6,614 - \$8,039) in the Administrative Services Bureau of the Employment and Human Services Department.

FISCAL IMPACT:

This position will be funded with 58% Federal, 36% State, and 6% County Funds. Due to the offsetting deletion of two (2) Teacher-Project positions, the action will cause an annual salary and benefits budget decrease of \$6,188, including \$1,865 decrease in pension cost. This fiscal year there will be a budget decrease of about \$5,157 and a county cost increase of \$7,062.

BACKGROUND:

Employment and Human Services Department (EHSD) is requesting to cancel two (2) Teacher-Project positions (#16652 and #17818). Both positions are with Community Services Bureau and were created in August of 2019. Only

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/08/2020** 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: September 8, 2020

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

Contact: Reni Radeva, (925) 608-5036;
rradeva@ehsd.cccounty.us

By: June McHuen, Deputy

cc: Reni Radeva

BACKGROUND: (CONT'D)

one of the positions was filled for few months and currently both positions are vacant. Due to internal restructuring, the positions are not needed and will not be filled in the future.

The Department is requesting to replace the Teacher-Project positions with an Administrative Services Assistant III (ASA III). The new position will be assigned to the EHSD's Contract Unit in the Administrative Services Bureau. The position will be responsible for writing, negotiating, evaluating and administering contracts for services, as well as, drafting board orders and program amendments to existing documents and contracts. The ASA III will have added responsibilities for preparing reports on the status of all EHSD contracts, assisting in the development of the Contract Management System, monitoring the contract log to ensure timely notices are sent on contract renewals and contractors are timely notified of expiring insurance. This position will pick up some of the workload in Contracts for the Community Services Bureau. The Bureau handles a large number of contracts and grants specific to the services provided by its various programs. Therefore, there is a need for an additional ASA III who supports the Unit, including the CSB's assignments.

The Contract Unit handles over 400 contracts and other related matters. The work has grown and increased in complexity in the last few years. The current staffing of the Contract Unit does not fully meet the operational needs of the Department. Adding one more ASA III who functions as Contract Analyst will significantly improve the Contract's Unit delivery process.

EHSD was granted Freeze Exemption Approval by CAO on 8/6/20 to move forward with canceling the two Teacher-Project positions and adding an ASIII.

CONSEQUENCE OF NEGATIVE ACTION:

If adding the additional Administrative Services Assistant III position is not approved, the overall Employment and Human Services Department's contract development and execution process, compliance and service delivery will continue to be negatively impacted.

AGENDA ATTACHMENTS

AIR 42757_P300 25626 - Cancel 2 Teachers add ASA III - BOS 9.8.20

MINUTES ATTACHMENTS

Signed P300 25626

POSITION ADJUSTMENT REQUEST

NO. 25626
DATE 8/6/2020

Department Employment and Human Services Department No./
Budget Unit No. 0501 Org No. 5101 Agency No. 19

Action Requested: ADOPT Position Adjustment Resolution No. 25626 to cancel two (2) Teacher -Project (CJN1) (represented) positions #16652 and #17818 at salary plan and grade QH5 0974 (\$3,452 - \$4,196) and add one (1) Administrative Services Assistant III (APTA) (represented) position at salary plan and grade ZB5 1631 (\$6,614 - \$8,039) in the Employment and Human Services Department, Administrative Services Bureau.

Proposed Effective Date: 10/1/2020

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

Total One-Time Costs (non-salary) associated with request: _____

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

Total annual cost (\$6,188.00) Net County Cost \$8,474.57
Total this FY (\$5,157.00) N.C.C. this FY \$7,062.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT 58% Federal, 36% State, 6% County

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

Reni Radeva

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Julia Taylor

8/10/2020

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE 8/18/2020

Cancel two (2) Teacher -Project (CJN1) (represented) position #16652 and #17818 and add one (1) Administrative Services Assistant III (APTA) (represented) position in the Employment and Human Services Department, Administrative Services Bureau.

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

Effective: Day following Board Action.

_____(Date)

Amanda Monson

8/18/2020

(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 8/18/2020

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

NO. 25626
DATE 8/6/2020

Department Employment and Human Services
Department No./ Budget Unit No. 0501 Org No. 5101 Agency No. 19

Action Requested: ADOPT Position Adjustment Resolution No. 25626 to cancel two (2) Teacher -Project (CJN1) (represented) positions #16652 and #17818 at salary plan and grade QH5 0974 (\$3,452 - \$4,196) and add one (1) Administrative Services Assistant III (APTA) (represented) position at salary plan and grade ZB5 1631 (\$6,614 - \$8,039) in the Employment and Human Services Department, Administrative Services Bureau.

Proposed Effective Date: 10/1/2020

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

Total One-Time Costs (non-salary) associated with request: _____

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

Total annual cost (\$6,188.00) Net County Cost \$8,474.57
Total this FY (\$5,157.00) N.C.C. this FY \$7,062.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT 58% Federal, 36% State, 6% County

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

Reni Radeva

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Julia Taylor

8/10/2020

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE 8/18/2020

Cancel two (2) Teacher -Project (CJN1) (represented) position #16652 and #17818 and add one (1) Administrative Services Assistant III (APTA) (represented) position in the Employment and Human Services Department, Administrative Services Bureau.

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

8/18/2020

(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 [X]

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

DATE 09-08-2020

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: September 8, 2020

Subject: Clarify Board Action Authorizing Medical and Mental Health Positions at Adult Detention Facilities

RECOMMENDATION(S):

ADOPT Position Adjustment Resolution No. 25606, as revised, authorizing the addition of positions and establishment of classifications (as specified in the attached) in the Health Services Department for the provision of medical and mental healthcare services at adult detention facilities.

FISCAL IMPACT:

Administrative action with no specific fiscal impact.

BACKGROUND:

The Board of Supervisors took action on May 26th to adopt Personnel Resolution No. 25606, which created 15.2 FTE new positions in the Health Services Department to augment medical and mental health services provided to inmates at the county adult detention facilities. Although the positions were identified in the original action, the action did not include the language to establish the two project

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/08/2020** 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: September 8, 2020

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

By: June McHuen, Deputy

Contact: Timothy Ewell (925)
335-1036

BACKGROUND: (CONT'D)

classifications, which must take place before the positions can be added. The unions were notified in May of the new classifications, but the specific action was inadvertently omitted from the Board Order and Personnel Resolution action language. This Board Order specifies the establishment of the classification of Infection Prevention and Control Program Manager-Project (Class Code VWS1) at salary grade and plan ZZX-1004 (\$11,378-\$14,210), and Licensed Vocational Nurse-Project (Class Code VT71) at salary grade and plan TAX-1287 (\$4,692-\$5,992).

CONSEQUENCE OF NEGATIVE ACTION:

Two of the positions adopted by the Board on May 26th as part of Personnel Resolution 25606 cannot be filled.

AGENDA ATTACHMENTS

Personnel Resolution No 25606 Revised

Attachment 1 - Revised

MINUTES ATTACHMENTS

Signed P300 25606

POSITION ADJUSTMENT REQUEST

NO. 25606
DATE 21 May 2020

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

Action Requested:

Add Various Medical and Mental Health Positions and classifications(as listed in Attachment 1) in the Health Services Department.

Proposed Effective Date: 26 May 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: \$

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

Table with 4 columns: Description, Amount, Net County Cost, Amount. Rows: Total annual cost (\$ 3,329,808.85), Total this FY (\$ 277,484.07), Net County Cost (\$ 3,329,808.85), N.C.C. this FY (\$ 277,484.07)

SOURCE OF FUNDING TO OFFSET ADJUSTMENT

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

Sarah Kennard for 21 May 2020
Deputy County Administrator Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE

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

Effective: [x] Day following Board Action. [x] 27 May 2020 (Date)

(for) Director of Human Resources

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 APPROVED [] DISAPPROVED []

David 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 21 May 2020

No. _____

1. Project Positions Requested:
Yes

2. Explain Specific Duties of Position(s)
In response to increased need for healthcare services in county adult detention facilities.

3. Name / Purpose of Project and Funding Source (do not use acronyms i.e. SB40 Project or SDSS Funds)
General Fund.

4. Duration of the Project: Start Date 5/26/2020 End Date 06/2021 or longer
Is funding for a specified period of time (i.e. 2 years) or on a year-to-year basis? Please explain.
Year to year

5. Project Annual Cost

1. Salary & Benefit Cost \$ _____ 2. Support Cost \$ _____
(services, supplies, equipment, etc.)
3. Less revenue or expenditure \$ _____ 4. 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.
None

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
N/A

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

Print

Clear

POSITION ADJUSTMENT REQUEST

C.28

NO. 25606
DATE 21 May 2020

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

Action Requested:

Add Various Medical and Mental Health Positions and classifications(as listed in Attachment 1) in the Health Services Department.

Proposed Effective Date: 26 May 2020

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

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

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

Total annual cost	\$ <u>3,329,808.85</u>	Net County Cost	\$ <u>3,329,808.85</u>
Total this FY	\$ <u>277,484.07</u>	N.C.C. this FY	\$ <u>277,484.07</u>

SOURCE OF FUNDING TO OFFSET ADJUSTMENT _____

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

Sarah Kennard for 21 May 2020
Deputy County Administrator Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS DATE _____

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

Effective: Day following Board Action.
 27 May 2020 (Date)

(for) Director of Human Resources

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 APPROVED ~~DISAPPROVED~~

DATE 09-08-2020

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

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 21 May 2020 No. _____

1. Project Positions Requested:
Yes

2. Explain Specific Duties of Position(s)
In response to increased need for healthcare services in county adult detention facilities.

3. Name / Purpose of Project and Funding Source (do not use acronyms i.e. SB40 Project or SDSS Funds)
General Fund.

4. Duration of the Project: Start Date 5/26/2020 End Date 06/2021 or longer
Is funding for a specified period of time (i.e. 2 years) or on a year-to-year basis? Please explain.
Year to year

5. Project Annual Cost

1. Salary & Benefit Cost \$ _____ 2. Support Cost \$ _____
(services, supplies, equipment, etc.)
3. Less revenue or expenditure \$ _____ 4. 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.
None

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
N/A

9. How will the project position(s) be filled?

- a) Competitive Examination(s)
- b) Existing employment list(s) Which one(s)
- c) Direct appointment of
 - 1. Merit system employee who will be placed on leave from current job
 - 2. Non-County employee

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

USE ADDITIONAL PAPER IF NECESSARY

CONTRA COSTA COUNTY
POSITIONS TO BE ADDED, MODIFIED AND DELETED

DEPARTMENT: Health Services Department (0301)

EFFECTIVE: May 27, 2020

- I. **Establish classifications** of 1) Infection Prevention and Control Program Manager-Project (Class Code VWS1) at salary grade and plan ZZX-1004 (\$11,378-\$14,210); and 2) Licensed Vocational Nurse-Project (Class Code VT71) at salary grade and plan TAX-1287 (\$4,692-\$5,992).
- II. **Add Positions:**

<u>Position #</u>	<u>Class</u>	<u>Code</u>	<u>Org #</u>	<u>FT/PT</u>	<u>To FT/PT</u>	<u>Filled</u>
NEW	Family Nurse Practitioner	VWSB	0301	0	40/40	NEW
NEW	Family Nurse Practitioner	VWSB	0301	0	40/40	NEW
NEW	Nurse Program Manager	VWHF	0301	0	40/40	NEW
NEW	Registered Nurse	VWXG	0301	0	32/40	NEW
NEW	Registered Nurse	VWXG	0301	0	32/40	NEW
NEW	Registered Nurse	VWXG	0301	0	32/40	NEW
NEW	Registered Nurse	VWXG	0301	0	32/40	NEW
NEW	Registered Nurse	VWXG	0301	0	24/40	NEW
NEW	Registered Nurse	VWXG	0301	0	24/40	NEW
NEW	Registered Nurse	VWXG	0301	0	24/40	NEW
NEW	Registered Nurse	VWXG	0301	0	24/40	NEW
NEW	Licensed Vocational Nurse	VT7G	0301	0	40/40	NEW
NEW	Mental Health Clinical Specialist	VQSB	0301	0	40/40	NEW
NEW	Mental Health Clinical Specialist	VQSB	0301	0	24/40	NEW
NEW	Certified Nursing Assistant	VTWA	0301	0	32/40	NEW

NEW	Certified Nursing Assistant	VTWA	0301	0	24/40	NEW
NEW	Certified Nursing Assistant	VTWA	0301	0	24/40	NEW
NEW	Licensed Vocational Nurse - Project	VT71	0301	0	40/40	NEW
NEW	Infection Control Manager - Project	VWS1	0301	0	40/40	NEW



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: September 8, 2020

Subject: Transition One Public Health Nurse-Project Position & Incumbent into the Merit System Classification of Public Health Nurse

RECOMMENDATION(S):

ADOPT Position Adjustment Resolution No. 25621 to transition one (1) Public Health Nurse – Project (VVX1) (represented) position #11356 at salary plan and grade LT2 1832 (\$10,398.247 – \$12,985.985) and its incumbent into the Merit System classification of Public Health Nurse (VVXA) (represented) at salary plan and grade LT2 1832 (\$10,398.247 – \$12,985.985) in the Health Services Department.

FISCAL IMPACT:

No fiscal impact. (Cost Neutral)

BACKGROUND:

The Health Services Department is requesting to transition one Public Health Nurse-Project position #11356 and its incumbent into the Merit System classification of Public Health Nurse. The incumbent has met the provisions for transition from project to the merit system in accordance with PMR Section 1603.1 - Transfer of Project Positions. Section 1603.1 of the Personnel Management Regulations states that when the Board of Supervisors establishes as regular service a program initially established by the Board for a specific limited period as part of an approved project, employees who have served in Project positions for at least one (1) year shall be included in the merit system if the Director of Human Resources recommends

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/08/2020** 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: September 8, 2020

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

By: June McHuen, Deputy

Contact: Lauren Ludwig, (925) 957-5269

cc: Lauren Ludwig

BACKGROUND: (CONT'D)

such inclusion, the Board of Supervisor approves the classification and its addition to the merit system, and the employees were originally appointed to the project position(s) from an eligible list on an open competitive basis. The incumbent of position #14610 was appointed from an eligible list on an open competitive basis and has served more than one (1) year in that classification, having been appointed on October 5, 2015.

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved, the incumbent will not receive the benefits of being a Merit System employee.

AGENDA ATTACHMENTS

AIR 42402 P300 25621 Transition to Merit System

MINUTES ATTACHMENTS

Signed P300 25621

POSITION ADJUSTMENT REQUEST

NO. 25621
DATE 6/30/2020

Department Health Services Department No./ Budget Unit No. 0450 Org No. 5821 Agency No. A18

Action Requested: ADOPT Position Adjustment Resolution No. 25621 to transition one (1) Public Health Nurse – Project (VVX1) position #11356 in salary plan and grade LT2 1832 (\$10,398.247 – \$12,985.985) and its incumbent into the Merit System classification of Public Health Nurse (VVXA) at salary plan and grade LT2 1832 (\$10,398.247 – \$12,985.985) in the Health Services Department. (represented)

Proposed Effective Date: 7/15/2020

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

Total One-Time Costs (non-salary) associated with request: _____

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

Total annual cost \$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.

Lauren Ludwig

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Sarah Kennard for

7/7/2020

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE 8/4/2020

Transition one (1) Public Health Nurse – Project (VVX1) position #11356 in salary plan and grade LT2 1832 (\$10,398.247 – \$12,985.985) and its incumbent into the Merit System classification of Public Health Nurse (VVXA) (represented) at salary plan and grade LT2 1832 (\$10,398.247 – \$12,985.985)

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

Effective: Day following Board Action.
 _____(Date)

Isabella Hersh

8/4/2020

(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:

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

Adjustment is APPROVED DISAPPROVED

DATE _____

BY _____

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

POSITION ADJUSTMENT ACTION TO BE COMPLETED BY HUMAN RESOURCES DEPARTMENT FOLLOWING BOARD ACTION
Adjust class(es) / position(s) as follows:

REQUEST FOR PROJECT POSITIONS

Department _____

Date 8/4/2020

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

NO. 25621
DATE 6/30/2020

Department Health Services
Department No./
Budget Unit No. 0450 Org No. 5821 Agency No. A18

Action Requested: ADOPT Position Adjustment Resolution No. 25621 to transition one (1) Public Health Nurse - Project (VVX1) position #11356 in salary plan and grade LT2 1832 (\$10,398.247 - \$12,985.985) and its incumbent into the Merit System classification of Public Health Nurse (VVXA) at salary plan and grade LT2 1832 (\$10,398.247 - \$12,985.985) in the Health Services Department. (represented)

Proposed Effective Date: 7/15/2020

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

Total One-Time Costs (non-salary) associated with request: _____

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.

Lauren Ludwig

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Sarah Kennard for

7/7/2020

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE 8/4/2020

Transition one (1) Public Health Nurse - Project (VVX1) position #11356 in salary plan and grade LT2 1832 (\$10,398.247 - \$12,985.985) and its incumbent into the Merit System classification of Public Health Nurse (VVXA) (represented) at salary plan and grade LT2 1832 (\$10,398.247 - \$12,985.985)

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

Effective: [X] Day following Board Action.
[] (Date)

Isabella Hersh

8/4/2020

(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:

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

Adjustment is APPROVED [X] DISAPPROVED []

DATE 9-8-2020

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: Brian M. Balbas, Public Works Director/Chief Engineer
Date: September 8, 2020

Subject: Approve and Authorize First Amendment to Lease for Public Defender's Office – Alternate Defender's Division, 627 Ferry Street, Martinez

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a first amendment to lease with Pamela Bisio Despres, Surviving Trustee of the Amended and Restated Bart A. Bisio and Jane L. Bisio Revocable Trust dated November 8, 2000, and Earl D. Dunivan, Jr. and Wendy Dunivan, Co-Trustees of the Earl and Wendy Dunivan Family Trust to extend the term through June 30, 2025 for continued use of the building located at 627 Ferry Street in Martinez for continued occupancy by the Public Defender's Office – Alternate Defender's Division. The annual rent is \$85,596 with annual increases thereafter and 2 two-year renewal terms.

FISCAL IMPACT:

The amendment will obligate the County to pay rent of approximately \$454,428 over the five-year term. (100% General Fund)

BACKGROUND:

The County has been leasing the premises at 627 Ferry Street in Martinez since 2014 for the Public Defender's Office – Alternate Defender's Division operations. The County provides legal representation to indigent persons charged with a crime that the Public Defender's Office is unable to represent in court proceedings due to conflict of interest or unavailability. This extension will provide for the continuation of those services at this location.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/08/2020** 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: September 8, 2020

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

By: Stacey M. Boyd, Deputy

Contact: Stacey Sinclair, (925) 957-2464

cc:

CONSEQUENCE OF NEGATIVE ACTION:

Not authorizing the amendment to lease for the continued operation of the Alternate Defender's Division at this location would require finding another suitable location at increased rent, together with the associated expenses of moving and constructing new tenant improvements.

ATTACHMENTS

Lease Amendment

FIRST AMENDMENT TO LEASE

Contra Cost County Public Defender's Office
Alternate Defender's Division
627 Ferry Street, Martinez, California

This first amendment is dated _____ and is between PAMELA BISIO DESPRES, SURVIVING TRUSTEE OF THE AMENDED AND RESTATED BART A. BISIO AND JANE L. BISIO REVOCABLE TRUST DATED NOVEMBER 8, 2000, AND EARL D. DUNIVAN, JR. AND WENDY DUNIVAN, CO-TRUSTEES OF THE EARL AND WENDY DUNIVAN FAMILY TRUST (together, the Successor **Lessor**) and the County of Contra Costa, a political subdivision of the State of California (the "**County**").

Recitals

- A. Lessor is the owner of a building located at 627 Ferry Street in Martinez, California (the "**Building**"). The Building was previously owned by the Jane L. Bisio and Pamela Bisio Despres, Trustees of the Amended and Restated Bart A. Bisio and Jane L. Bisio Revocable Trust dated November 8, 2000, and Earl D. Dunivan, Jr. (the "**Prior Owner**"). Lessor is the successor-in-interest to the Prior Owner.
- B. As a result of the above-referenced change in the ownership of the Building, Lessor and County are parties to a lease dated June 24, 2014, under which the County is leasing the Building from Lessor (the "**Lease**").
- C. On June 30, 2018, the parties agreed to extend the Lease on a month-to-month basis, as provided in Section 25 of the Lease. The parties now desire to amend the Lease as set forth below.

The parties therefore agree as follows:

Agreement

- 1. Section 2. Term is deleted in its entirety and replaced with the following:

Term. The "**Term**" of this lease is comprised of an Initial Term and, at County's election, Renewal Terms, each as defined below.

- a. Initial Term. The "**Initial Term**" is eleven years, commencing July 1, 2014 (the "**Commencement Date**") and ending June 30, 2025.
- b. Renewal Terms. County has two options to renew this lease for a term of two years for each option (each, a "**Renewal Term**") upon all the terms and conditions set forth herein.

- i. County will provide Lessor with written notice of its election to renew the Lease thirty days prior to the end of the Term. However, if County fails to provide such notice, its right to renew the Lease will not expire until fifteen working days after County's receipt of Lessor's written demand that County exercise or forfeit the option to renew.
 - ii. Upon the commencement of a Renewal Term, all references to the Term of this lease will be deemed to mean the Term as extended pursuant to this Section.
2. Section 3. Rent is deleted in its entirety and replaced with the following:

Rent. County shall pay rent ("**Rent**") to Lessor monthly in advance beginning on the Commencement Date. Rent is payable on the tenth day of each month during the Initial Term and, if applicable, the Renewal Terms, in the amounts set forth below:

a. Initial Term.

<u>Time Period</u>	<u>Monthly Rent</u>
July 1, 2014 – June 30, 2015	\$6,525
July 1, 2015 – June 30, 2016	\$6,655
July 1, 2016 – June 30, 2017	\$6,790
July 1, 2017 – June 30, 2020	\$6,925
July 1, 2020 – June 30, 2021	\$7,133
July 1, 2021 – June 30, 2022	\$7,347
July 1, 2022 – June 30, 2023	\$7,567
July 1, 2023 – June 30, 2024	\$7,794
July 1, 2024 – June 30, 2025	\$8,028

b. First Renewal Term

<u>Time Period</u>	<u>Monthly Rent</u>
July 1, 2025 – June 30, 2026	\$8,269
July 1, 2026 – June 30, 2027	\$8,517

c. Second Renewal Term

<u>Time Period</u>	<u>Monthly Rent</u>
July 1, 2027 – June 30, 2028	\$8,773
July 1, 2028 – June 30, 2029	\$9,036

WLP215
T00134

3. All other terms of the Lease remain unchanged.

Landlord and County are causing this first amendment to be executed as of the date set forth in the introductory paragraph.


COUNTY OF CONTRA COSTA, a
political subdivision of the State of

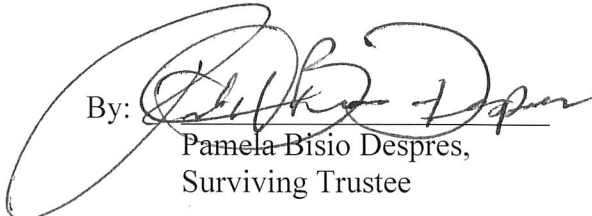
California

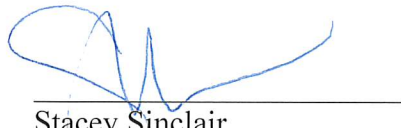
PAMELA
BISIO DESPRES,
SURVIVING TRUSTEE OF
THE AMENDED AND RESTATED
BART A. BISIO AND JANE L.
BISIO REVOCABLE TRUST

By: _____
Brain M. Balbas
Director of Public Works

RECOMMENDED FOR APPROVAL:

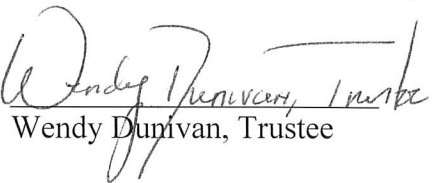
By: 
Jessica L. Dillingham
Principal Real Property Agent

By: 
Pamela Bisio Despres,
Surviving Trustee

By: 
Stacey Sinclair
Senior Real Property Agent

EARL D. DUNIVAN, JR. AND
WENDY DUNIVAN, TRUSTEES
OF THE EARL AND WENDY
DUNIVAN FAMILY TRUST

By: 
Earl D. Dunivan, Trustee

By: 
Wendy Dunivan, Trustee

APPROVED AS TO FORM
SHARON L. ANDERSON, COUNTY COUNSEL

By: _____
Kathleen M. Andrus
Deputy County Counsel



**Contra
Costa
County**

To: Board of Supervisors
From: Kathy Gallagher, Employment & Human Services Director
Date: September 8, 2020

Subject: California Department of Aging Medicare Improvements for Patients and Providers Act Funding

RECOMMENDATION(S):

ADOPT Resolution No. 2020/219 to approve and authorize the Employment and Human Services Director, or designee, to accept funding in an amount not to exceed \$48,616 from California Department of Aging to provide Medicare Improvements for Patients and Providers Act (MIPPA) services for the period October 1, 2020 through August 31, 2021.

FISCAL IMPACT:

County to receive \$48,616 in Federal MIPPA funding from California Department of Aging. No County match required.

BACKGROUND:

California Department of Aging, MIPPA funding will cover costs of providing outreach and enrollment assistance to individuals who may be eligible for Part D Low Income Subsidy and Medicare Savings programs administered by Medi-Cal. These activities will be performed by the Contra Costa County Health Insurance Counseling and Advocacy Program (HICAP).

CONSEQUENCE OF NEGATIVE ACTION:

Without funding, MIPPA services could not be provided by EHSD.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/08/2020** 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: September 8, 2020

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 2020/219

MINUTES

ATTACHMENTS

signed Res 2020 219

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

Adopted this Resolution on 09/08/2020 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. 2020/219

In The Matter Of: California Department of Aging, Medicare Improvements for Patients and Providers Act Funding

WHEREAS: Contra Costa County Employment and Human Services provides Medicare Improvements for Patients and Providers Act (MIPPA) services, through its Health Insurance Counseling and Advocacy Program (HICAP), and

WHEREAS: California Department of Aging has made available funding for MIPPA services for the period October 1, 2020 through August 31, 2021.

Now, Therefore, Be It Resolved: the Contra Costa County Board of Supervisors approve and authorize the Employment and Human Services Director, or designee, to accept funding in an amount not to exceed \$48,616 from California Department of Aging (Agreement # MI-2021-07), to provide Medicare Improvements for Patients and Providers Act services for the period October 1, 2020 through August 31, 2021.

I hereby certify that this 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: Elaine Burres 608-4960

ATTESTED: September 8, 2020

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 09/08/2020 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" value="0"/>	
ABSENT:	<input type="text" value="0"/>	
ABSTAIN:	<input type="text" value="0"/>	
RECUSE:	<input type="text" value="0"/>	



Resolution No. 2020/219

In The Matter Of: California Department of Aging, Medicare Improvements for Patients and Providers Act Funding

WHEREAS: Contra Costa County Employment and Human Services provides Medicare Improvements for Patients and Providers Act (MIPPA) services, through its Health Insurance Counseling and Advocacy Program (HICAP), and

WHEREAS: California Department of Aging has made available funding for MIPPA services for the period October 1, 2020 through August 31, 2021.

Now, Therefore, Be It Resolved: the Contra Costa County Board of Supervisors approve and authorize the Employment and Human Services Director, or designee, to accept funding in an amount not to exceed \$48,616 from California Department of Aging (Agreement # MI-2021-07), to provide Medicare Improvements for Patients and Providers Act services for the period October 1, 2020 through August 31, 2021.

I hereby certify that this 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: Elaine Burres 608-4960

ATTESTED: September 8, 2020

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

Laura Cassell

By: Laura Cassell, Deputy

cc:



**Contra
Costa
County**

To: Board of Supervisors
From: Kathy Gallagher, Employment & Human Services Director
Date: September 8, 2020

Subject: California Department of Aging, Supplemental Nutrition Assistance Program-Education Funding

RECOMMENDATION(S):

ADOPT Resolution No. 2020/224 to approve and authorize the Employment and Human Services Director, or designee, to accept funding in an amount not to exceed \$79,323 from The California Department of Aging to provide Supplemental Nutrition Assistance Program-Education services for the period October 1, 2020 through September 30, 2021.

FISCAL IMPACT:

County to receive \$79,323 in entirely Federal funding from California Department of Aging. No County match is required.

BACKGROUND:

The Supplemental Nutrition Assistance Program-Education (SNAP-Ed) funding will be used to improve the health of low-income seniors through increased exercise information, program design and implementation, and by better nutrition understanding. The Employment and Human Services Department (EHSD) will

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/08/2020** 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: September 8, 2020

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

By: Laura Cassell, Deputy

Contact: Elaine Burres,
608-4960

cc:

BACKGROUND: (CONT'D)

design and implement programs, such as the Nutritional Education Obesity Program and Senior Physical Exercise Program. Programs will focus on healthy food choices, nutritional needs, food shopping practices, food security, and physical activity benefits. SNAP-Ed will provide year-long weekly senior exercise programs and nutrition education classes at senior friendly and accessible locations throughout the County, Nutrition education materials will be distributed to all Contra Costa County seniors who receive Meals on Wheels food services.

CONSEQUENCE OF NEGATIVE ACTION:

Without funding, EHSD would not be able to provide SNAP-Ed services to seniors improving the health of low-income County senior residents.

AGENDA ATTACHMENTS

Resolution 2020/224

MINUTES ATTACHMENTS

signed Res 2020 224

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

Adopted this Resolution on 09/08/2020 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. 2020/224

In The Matter Of: Supplemental Nutrition Assistance Program-Education Funding.

WHEREAS: the Contra Costa County Employment and Human Services Department (EHSD) Area Agency on Aging provides services to the Supplemental Nutrition Assistance Program-Education (SNAP-Ed) population, including low-income seniors; and

WHEREAS: the California Department of Aging has made \$79,323 in SNAP-Ed funding available to EHSD (Agreement Number SP-2021-07); and

WHEREAS: EHSD Area Agency on Aging will provide Supplemental Nutrition Assistance Program-Education services designed to improve the health of low-income seniors and will distribute information to seniors who receive Meals on Wheels food 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 accept funding in an amount not to exceed \$79,323 from the California Department of Aging for the Supplemental Nutrition Assistance Program-Education services for the period October 1, 2020 through September 30, 2021.

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

ATTESTED: September 8, 2020

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 09/08/2020 by the following vote:

John Gioia
Candace Andersen
Diane Burgis
Karen Mitchoff
Federal D. Glover

AYE:

NO:

ABSENT:

ABSTAIN:

RECUSE:



Resolution No. 2020/224

In The Matter Of: Supplemental Nutrition Assistance Program-Education Funding.

WHEREAS: the Contra Costa County Employment and Human Services Department (EHSD) Area Agency on Aging provides services to the Supplemental Nutrition Assistance Program-Education (SNAP-Ed) population, including low-income seniors; and

WHEREAS: the California Department of Aging has made \$79,323 in SNAP-Ed funding available to EHSD (Agreement Number SP-2021-07); and

WHEREAS: EHSD Area Agency on Aging will provide Supplemental Nutrition Assistance Program-Education services designed to improve the health of low-income seniors and will distribute information to seniors who receive Meals on Wheels food 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 accept funding in an amount not to exceed \$79,323 from the California Department of Aging for the Supplemental Nutrition Assistance Program-Education services for the period October 1, 2020 through September 30, 2021.

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

ATTESTED: September 8, 2020

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: Anna Roth, Health Services Director
Date: September 8, 2020

Subject: Amendment Agreement #29-808-3 with the City of Martinez

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Amendment Agreement #29-808-3 with the City of Martinez to increase the amount payable to the County by \$88,473 from \$242,843 to a new total of \$331,316 and extend the termination date from June 30, 2020 to June 30, 2021 for the operation of the Coordinated Outreach, Referral and Engagement (CORE) Program.

FISCAL IMPACT:

Approval of this Amendment Agreement will allow the County to receive an additional amount not to exceed \$88,473 from the City of Martinez to provide homeless outreach services. A 32% County match is required.

BACKGROUND:

The CORE Program services locate and engage homeless clients throughout Contra Costa County. CORE teams serve as an entry point into the County's coordinated entry system for unsheltered persons and work to locate, engage, stabilize and house chronically homeless individuals and families.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/08/2020** 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: September 8, 2020

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

By: Laura Cassell, Deputy

Contact: Lavonna Martin,
925-608-6701

BACKGROUND: (CONT'D)

On April 18, 2018, the Board of Supervisors approved Agreement #29-808, as amended by Amendment Agreements #29-808-1 and #29-808-2, to receive funds from the City of Martinez for the operation of the CORE Program, for the period from July 1, 2018 through June 30, 2020, which included agreeing to indemnify the City for claims arising out of the County's performance under the Agreement.

Approval of Amendment Agreement #29-808-3 will allow County to receive additional funds from the City of Martinez to continue providing outreach services through June 30, 2021.

CONSEQUENCE OF NEGATIVE ACTION:

If this agreement is not approved, County will not receive funding and without such funding, the CORE program may have to operate at a reduced capacity.



**Contra
Costa
County**

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: September 8, 2020

Subject: Grant Award #28-701-8 from the U. S. Dept. of Health and Human Services, Runaway and Homeless Youth Transitional Living Program funding

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute Grant Award #28-701-8 (State #90CX7276-03-00) from the U.S. Department of Health and Human Services Administration for the Children and Families, Family and Youth Services Bureau, to pay County an amount not to exceed \$200,000 for the operation of a transitional housing program for homeless young adults, for the period from September 30, 2020 through September 29, 2021.

FISCAL IMPACT:

This Award will allow County to receive an amount not to exceed \$200,000 from the U. S. Department of Health and Human Services Administration for the operation of a transitional housing program for homeless young adults. A \$32,400 match is required by the County.

BACKGROUND:

On May 26, 2020, the Board of Supervisors approved Grant Award #28-701-7 from the U.S. Department of Health and Human Services Administration for the Children and Families (ACF), Family and Youth Services Bureau, for funding through the Transitional Living Program for Runaway and Homeless

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/08/2020** 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: September 8, 2020

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

By: Laura Cassell, Deputy

Contact: Lavonna Martin,
925-608-6701

BACKGROUND: (CONT'D)

Youth to support Appian House Transitional Housing Program for youth ages 18-21 in Contra Costa County for the period from September 30, 2019 through September 29, 2020.

Approval of Grant Award #28-701-8 will allow for additional funding to support housing, educational and vocational opportunities, and life skills to homeless young people, that will enable them to become self-sufficient, productive adults, through September 29, 2021.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, the transitional living program would be required to operate at reduced capacity, displacing youth back into homelessness.



**Contra
Costa
County**

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: September 8, 2020

Subject: Grant Agreement #29-810-3 with United States Department of Housing and Urban Development

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Grant Agreement #29-810-3 (Grantor #CA1548L9T051903) with the United States Department of Housing and Urban Development (HUD), for McKinney-Vento Act funds, to pay County an amount not to exceed \$666,691, for the provision of the Continuum of Care (CoC) Project for County's Coordinated Entry System (CES), for the period from October 1, 2020 through September 30, 2021.

FISCAL IMPACT:

Approval of this award will result in an amount not to exceed \$666,691, payable to the County from HUD McKinney-Vento Act funds for County's CoC Project, with a required 25% match of \$166,673 provided by County and appropriated in the budget.

BACKGROUND:

The Contra Costa CoC, through its Inter-jurisdictional Council on Homelessness was awarded funds for the CES. The Contra Costa CES has achieved key strategies from the 2014 Strategic Plan Update, including implementation of a coordinated assessment system to stream line access to housing and services

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/08/2020** 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: September 8, 2020

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

By: Laura Cassell, Deputy

Contact: Lavonna Martin,
925-608-6701

BACKGROUND: (CONT'D)

while addressing barriers and getting the right resources to the right people at the right time and serving all homeless clients throughout the County while providing supportive services including case managers, housing navigators, prevention and diversion counseling and outreach team staff who locate and engage clients in the CES, supported by housing navigators in our crisis response system

On July 23, 2019, the Board of Supervisors approved Contract #29-810-2 with HUD, for McKinney-Vento Act funds, to pay County an amount not to exceed \$666,691 for the provision of the County's CoC for the period from July 1, 2019 through June 30, 2020.

Approval of Grant Agreement #29-810-3 will allow the County to continue to receive funding through September 30, 2021.

CONSEQUENCE OF NEGATIVE ACTION:

If this award is not accepted, the County will not receive funding to expand the CoC project which will result in fewer supportive services for homeless individuals and families putting their well-being and safety at risk.



**Contra
Costa
County**

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: September 8, 2020

Subject: Grant Agreement #29-603-4 with United States Department of Housing and Urban Development

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Grant Agreement #29-603-4 (CA1394L9T051904) with the United States Department of Housing and Urban Development (HUD), for McKinney-Vento Act funds, to pay County an amount not to exceed \$550,344, for the provision of the Continuum of Care (CoC) Project for County's Coordinated Entry System (CES), for the period from October 1, 2020 through September 30, 2021.

FISCAL IMPACT:

Approval of this award will result in an amount not to exceed \$550,344, payable to the County from HUD McKinney-Vento Act funds for County's CoC Project, with a required 25% match of \$137,586 provided by County and appropriated in the budget.

BACKGROUND:

The Contra Costa CoC, through its Inter-jurisdictional Council on Homelessness was awarded funds for the CES. The Contra Costa CES has achieved key strategies from the 2014 Strategic Plan Update, including implementation of a coordinated assessment system to stream line access to housing and services

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/08/2020** 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: September 8, 2020

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

By: Laura Cassell, Deputy

Contact: Lavonna Martin
925-608-6701

BACKGROUND: (CONT'D)

while addressing barriers and getting the right resources to the right people at the right time and serving all homeless clients throughout the County while providing supportive services including case managers, housing navigators, prevention and diversion counseling and outreach team staff who locate and engage clients in the CES, supported by housing navigators in our crisis response system.

On November 5, 2019, the Board of Supervisors approved Grant Agreement #29-603-3 with HUD for the provision of the County's CoC for the period from July 1, 2019 through June 30, 2020.

Approval of Grant Agreement #29-603-4 will allow the County to continue to receive funding through September 30, 2021.

CONSEQUENCE OF NEGATIVE ACTION:

If this award is not accepted, the County will not receive funding to expand the CoC project which will result in fewer supportive services for homeless individuals and families putting their well-being and safety at risk.



**Contra
Costa
County**

To: Board of Supervisors
From: Deborah R. Cooper, Clerk-Recorder
Date: September 8, 2020

Subject: Grant Contract with the Secretary of State for reimbursement of coronavirus related election costs

RECOMMENDATION(S):

APPROVE and AUTHORIZE the County Clerk-Recorder, or designee, to execute a contract with the California Secretary of State to reimburse the County in an amount not to exceed \$2,466,688 for expenditures incurred "to prevent, prepare for, and respond to coronavirus, domestically or internationally, for the 2020 Federal election cycle", for the period August 15, 2020 through December 31, 2020.

FISCAL IMPACT:

100% Federal and State monies; no County match required. Allowable claims include only those costs in addition to normal election costs previously budgeted and appropriated.

BACKGROUND:

Congress appropriated funds in March 2020 to be distributed by the U.S. Election Assistance Commission "to prevent, prepare for, and respond to coronavirus, domestically or internationally, for the 2020 Federal election cycle". The required matching funds were appropriated by the State. The funds may only be used for certain qualifying expenditures for Vote by Mail, equipment, staffing, security, training, supplies, facilities, and outreach and communication. Reimbursement is contingent on the County submitting Monthly Cost reports, Monthly Implementation Reports and responding to any supplemental requests for information by the State.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/08/2020** 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: September 8, 2020

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

By: Laura Cassell, Deputy

Contact: Scott O. Konopasek,
925-335-7808

cc:

CONSEQUENCE OF NEGATIVE ACTION:

The County will not be reimbursed for any additional expenditures for the 2020 Election Cycle due to the coronavirus.

ATTACHMENTS

Contract

0890-20G26107

STATE OF CALIFORNIA – DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

20G26107

PURCHASING AUTHORITY NUMBER (if applicable)

SOS-0880

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Secretary of State

CONTRACTOR NAME

Contra Costa County

2. The term of this Agreement is:

START DATE

August 15, 2020, or upon approval by Dept. of General Services, if required, whichever is later

THROUGH END DATE

December 31, 2020

3. The maximum amount of this Agreement is:

\$ 2,466,688.00

Two million four hundred sixty-six thousand six hundred eighty-eight dollars and zero cents

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made part of the Agreement.

EXHIBITS	TITLE	PAGES
Exhibit – A	Scope of Work	5
Exhibit – B	Budget Detail and Payment Provisions	3
Exhibit – C*	General Terms and Conditions	GTC 04/2017
Exhibit – D	Special Terms and Conditions (Attached hereto as part of this Agreement)	3
Exhibit – E	Additional Provisions	2
Exhibit – F	County Resolution	
Exhibit – G	Contractor HAVA Activity Report	1

Items shown with an asterisk (), are hereby incorporated by reference and made part of this agreement as if attached hereto.**These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>**IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.***CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Contra Costa County

CONTRACTOR BUSINESS ADDRESS

P.O. Box 271

CITY

Martinez

STATE

CA

ZIP

94553

PRINTED NAME OF PERSON SIGNING

Deborah Cooper

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Secretary of State

CONTRACTING AGENCY ADDRESS

1500 11th Street

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK

A. PURPOSE OF AGREEMENT

The purpose of this Agreement is to provide the County of **Contra Costa** (County) with federal reimbursement funds (HAVA funds), CFDA Number 90.404, administered by the U.S. Election Administration Commission (EAC) to comply with the requirements of HAVA Section 101 for additional costs associated with the national emergency related to coronavirus. The funds are to be spent “to prevent, prepare for, and respond to coronavirus, domestically or internationally, for the 2020 Federal election cycle,” subject to the provisions of this Agreement and requirements of state and federal law, regulation and procedures. The provisions of this Agreement are to be interpreted to further this purpose.

B. CONTACTS

The program representatives during the term of Agreement will be:

For County: Deborah R. Cooper (925) 335-7899

For State: Kathy Chaney (916) 695-1657

C. FUNDING ALLOCATIONS

A total of **\$2,466,688.00** is allocated to Contra Costa County. The amount of **\$2,084,931.00** can be used to conduct the November 2020 election in the face of the COVID-19 pandemic as set forth below in (E)(1 – 7), which can include increased costs related to all aspects of voting by mail, equipment needs for processing increased vote-by-mail ballots and meeting the in-person voting requirements, permanent and temporary staffing, additional security, specialized training of staff and election workers, cleaning and disinfection, personal protective equipment, and polling locations and election facilities. The amount of **\$381,757.00** can be used for outreach and communication as set forth in (E)(8) below.

D. CONDITION FOR RECEIVING FUNDS

The County may seek reimbursement for the activities identified below, provided that the County timely submits the:

1. Monthly Cost Report;
2. Monthly Implementation Report; and
3. Any supplemental survey or request for information.

E. USE OF FUNDS

The funds are to be spent to prevent, prepare for, and respond to the COVID-19 pandemic for the 2020 Federal election cycle. In accordance with EAC guidance, the funds can be used for election related costs incurred after March 28, 2020, in

EXHIBIT A
(Standard Agreement)

conducting election activities in the face of the coronavirus pandemic. Such costs include, but are not limited to, increased vote-by-mail, expanded early voting, improving the safety of voting in-person, and staff and election worker salaries and benefits.

Allowable costs are for those costs that are in addition to normal election costs and do not supplant funds already allocated under state or local budget authority to cover the costs. Allowable costs do not include costs that are currently paid with state or local election jurisdiction funds, as part of the normal conduct of elections.

The costs identified below are presumed to be allowable, as indicated, however, the identified costs are not meant to be exhaustive. To the extent a cost is not identified below, but is incurred in conducting the November 2020 election in the face of the COVID-19 pandemic, the County shall submit documentation with the request for reimbursement that establishes the cost was COVID-19 related.

Allowable costs include:

1. Vote-by-Mail

Increased costs related to all aspects of voting by mail are allowable to the extent that they represent expenditures incurred as a result of the pandemic. The funds can be used to cover the costs of the increase in vote-by-mail ballots needed due to the pandemic that are not already covered by state or local funds. Allowable uses under this section include:

- a. Additional printing costs;
- b. Additional mailing and postage costs;
- c. Additional envelope costs; and
- d. Ballot tracking costs.

2. Equipment

Increased costs related to equipment needs for processing increased vote by-mail ballots and meeting the in-person voting requirements are allowable. Allowable costs under this section include:

- a. Automated sorters;
- b. Ballot scanners;
- c. Automated openers;
- d. Signature verification systems;
- e. Acquisition of additional voting equipment, including high speed or central count tabulators;
- f. Electronic pollbooks;
- g. Ballot on demand systems;
- h. Drop boxes;
- i. ADA equipment and peripherals;
- j. Additional laptops and mobile IT equipment; and
- k. Software licenses.

EXHIBIT A
(Standard Agreement)

3. Staffing

Staffing costs, including permanent and temporary staffing, are allowable. This includes salaries and benefits associated with the portion of work as a result of the pandemic. Allowable costs under this section include:

- a. Staff time associated with planning, training, and response;
- b. Temporary elections office staffing;
- c. Overtime salary and benefit costs for elections staff and workers; and
- d. Additional staff or election worker time needed for processing; tabulation, signature verification, voter hotlines, etc.

4. Security

Additional security costs incurred due to the pandemic are allowable. These costs may be related to physical security and/or cybersecurity. Allowable costs under this section include:

- a. Costs associated with election offices working remotely while planning and conducting the election due to the pandemic are allowable such as securing systems that enable remote access, ensuring Virtual Private Network and other remote access systems are fully patched, enhancing system monitoring to receive early detection and alerts on abnormal activity, implementing multi-factor authentication, ensuring all machines have properly configured firewalls as well as anti-malware and intrusion prevention installed;
- b. Installation and security for drop-boxes; and
- c. Security cameras or systems for additional election facilities.

5. Training

Increased costs related to specialized training of staff and election workers due to coronavirus are allowable. Allowable costs under this section include:

- a. Training election workers and staff on proper cleaning processes;
- b. Training election workers and staff on proper voting location set up and configuration;
- c. Training election workers and staff on how to determine, set and maintain proper physical distancing;
- d. Training election workers and staff on proper usage and disposal of personal protective equipment; and
- e. Training of poll workers on sanitization procedures for in-person voting and voting equipment.

6. Supplies

Increased costs associated with cleaning and disinfection of election offices, polling location areas and associated voting equipment are allowable. Similarly, costs associated with providing clean and safe election offices and polling locations for voters and election workers is allowable. Examples of allowable costs include:

EXHIBIT A
(Standard Agreement)

- a. Cleaning supplies for polling locations;
- b. Protective masks, gloves and face shields for staff and poll workers;
- c. Hand sanitizer and dispensers;
- d. Electronic wipes;
- e. Pre- and post-election deep cleaning of polling places;
- f. Barrier supplies and construction; and
- g. Table covers/protectors.

7. Facilities

Unanticipated costs for polling locations and election facilities are allowable costs. Allowable costs include:

- a. Leasing of new polling places when existing sites must be closed;
- b. Leasing of additional election facilities to facilitate physical distancing for election workers;
- c. Additional costs or fees charged by existing sites due to coronavirus;
- d. Costs associated with moving a location from one site to another; and
- e. Additional costs associated with delivery, set up and configuration of polling locations due to coronavirus.

8. Outreach and Communication

Costs related to voter education and outreach are allowable. The outreach and communication information must be on voting procedure changes, rights or technology. Items intended to “get out the vote” or merely encourage voting are not allowable.

The Secretary of State will be conducting statewide outreach and communication, including all media markets and social media.

The County may seek reimbursement for outreach and communication costs for a variety of mediums including, but not limited to direct mail, public transportation advertising, and social media. Allowable communications and outreach costs include:

- a. Providing information about in-person voting locations, ballot return locations, and coronavirus precautions being implemented in the County during the voting process.
- b. Providing information on language preference, assistance, and how to request in-language vote-by-mail materials, specifically targeted to section 203 and section 14201 language communities.
- c. Providing information on the availability and use of remote accessible vote-by-mail (RAVBM).
- d. Targeting historically hard to reach communities such as seniors, college students, and native American tribes, to ensure those communities are aware of safety procedures at in-person voting locations, that they will receive a vote-by-mail ballot, how to verify their voter information and update their registration ahead of the

**EXHIBIT A
(Standard Agreement)**

election, security of vote-by-mail ballots, how to track their ballot, that in-language vote-by-mail materials are available, and how to request a RAVBM ballot.

- e. Seeking to prioritize reaching voters with language access and disability needs.
- f. Including outreach to ethnic media for both paid and earned media opportunities. Counties should consider ad-buys via local in-language newspapers, as well as via in-language radio stations to directly target communities.
- g. Targeting voters in their region where they will vote by placing ads on billboards and bus-shelters and conducting social media ad-buys.

Television ad buys will be generally not be reimbursable. However, if the County proposes to use the funds under this section for a television ad buy, the County shall seek prior written pre-approval from the Secretary of State.

F. EXPIRATION

Requests for reimbursement for any of the above qualifying costs shall be submitted to the Secretary of State on or before November 20, 2020. These funds expire December 31, 2020.

If you have any questions about this grant, please feel free to contact Kathy Chaney (KC) at (916) 695-1657 or kchaney@sos.ca.gov.

**EXHIBIT B
(Standard Agreement)**

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices submitted with supporting documentation, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. Invoices shall include the Agreement Number and shall be submitted not more frequently than monthly in arrears to:

Office of Secretary of State
Attention: Accounts Payable
P.O. Box 944260
Sacramento, CA 94244-2600
Email: accountspayable@sos.ca.gov

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act, or a HAVA Spending Plan or Spending Plan amendment, of the current year and/or subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act, or by a HAVA Spending Plan or Spending Plan amendment, for purposes of this program, the State shall have the option to either cancel the Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

3. Federal Funds

- A. It is mutually understood between the parties that this contract may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.
- B. This contract is valid and enforceable only if the United State Government for the fiscal years 2020/21 for the purpose of this program makes sufficient funds available to the state. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this contract in any manner.
- C. The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.
- D. The department has the option to **invalidate** the contract under the 30-day cancellation clause or to amend the contract to reflect any reduction in funds.

EXHIBIT B
(Standard Agreement)

4. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in Government Code Chapter 4.5, commencing with Section 927.

5. Maximum Amount of HAVA Funds to be Provided to County Under this Program

County shall not receive, pursuant to Agreement, more than **\$2,466,688.00**.

6. Failure to Properly Claim Maximum Amount of HAVA Funds

Notwithstanding any provision of Agreement, County shall be entitled to receive only those amounts for fully supported and appropriate claims which are properly submitted, pursuant to the provisions of Agreement and all applicable state and federal laws, regulations, and procedures.

7. Basis of Claims

Subject to the provisions related to the applicability of OMB Circular A-87, all claims for HAVA funds under this program must be based on invoices submitted by County. All invoices or agreements that are the subject of any claims must relate directly to expenditures authorized pursuant to Exhibit A – SOW, Paragraph E – USE OF FUNDS.

8. Processing of Claims

The Secretary of State shall establish the criteria and processes for submitting claims under this program. Such criteria shall include requirements that all claims:

- (1) Contain a face sheet that summarizes each expenditure made by the categories set forth in Exhibit A – SOW, Paragraph E – USE OF FUNDS;
- (2) Include the total amount of the claim;
- (3) Include the agreement number on the face sheet;
- (4) Identify whether additional claims are expected to be submitted;
- (5) Include the hourly charge of any contractor for which a claim is made for their time;
- (6) Include the hourly wage or monthly salary of any employee for which a claim is made for their salaries;
- (7) Include signed Contractor HAVA Activity Reports, please see sample which is Exhibit G, for each employee and contractor's employee for whom reimbursement for time is being claimed. (Vendors who receive payment from HAVA funds are required to submit timesheets for any work paid for as time and materials); and
- (8) Include a copy of the contract with the contractor if the contractor's invoice does not describe the activities undertaken in such a manner that the State can determine whether the activities comply with the provisions of this Agreement.

**EXHIBIT B
(Standard Agreement)**

9. Application of OMB Circular A-87

OMB Circular A-87 ("Cost Principles for State, Local and Indian Tribal Governments"), incorporated herein by reference, to the extent applicable, shall govern with respect to all aspects of this program. The provisions of OMB Circular A-87 may be found at <http://www.whitehouse.gov/omb/circulars>.

10. Retroactive Payments

Counties may claim reimbursement for expenses and activities permissible under the terms of this Agreement that occur after March 28, 2020 and before November 20, 2020.

11. Payments of Claims

Payments made by the State with respect to any claim shall be sent directly by the State Controller's office to the County.

12. Deadline for Submitting Claims

Requests for reimbursement shall be submitted to the Secretary of State on or before November 20, 2020. These funds expire December 31, 2020.

13. Multiple Claims

County can submit multiple claims for HAVA funds authorized above, within the aggregate limit established for County.

14. Documentation to be Submitted

Each claim shall include a cover page that identifies the activity or service in Exhibit A – SOW and the dollar amount associated with each activity or service for which funds are being sought. Each claim shall also include originals or true copies of all invoices, agreements, or other documentation that support the claim, including all documentation required by OMB Circular A-87. The provisions of OMB Circular A-87 may be found at <http://www.whitehouse.gov/omb/circulars>.

15. Order of Processing

Claims shall be processed by the Secretary of State in order of receipt.

16. Work Outside of The Scope of Work

Contractors are not permitted to perform work, or be paid for work, outside the documented scope of work. Changes to the scope of work must be approved before work is undertaken, and payment is made for any activities outside of the scope of work

EXHIBIT C
(Standard Agreement)

GENERAL TERMS AND CONDITIONS
(GTC 04/2017)

PLEASE NOTE: This page will not be included with the final agreement. The General Terms and Conditions (GTC 04/2017) will be included in the Agreement by reference to Internet site: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

A. AUDITING

1. Receipt of HAVA funds by a county indicates agreement to establish a dedicated HAVA account for these funds. Therefore, any payment received by County pursuant to this program shall be deposited in a separate, segregated account and any payment made by County related to this program shall be paid from that account whether or not the County has paid the vendors for services rendered before submitting invoices to the State.
2. Any recipient of federal funds to meet the Help America Vote Act requirements agrees to be audited pursuant to federal and state law. Accordingly, all documents and electronic files must be produced upon request by the auditors. CFDA Number for this contract is 90.404. The audit may include a review of all books, papers, accounts, documents, or other records of County as they relate to any HAVA funds. County shall also provide access to all employees having knowledge of the HAVA funds program to assist the auditor. County shall provide a copy of any document, paper, or electronic record requested by the auditor;
3. OMB Circular A-133 ("Audits of States, Local Governments, and Non-Profit Organizations"), and OMB Circular A-87, incorporated herein by reference, shall govern with respect to all aspects of this program. The provisions of these circulars may be found at <http://www.whitehouse.gov/omb/circulars>;
4. County shall maintain records in a manner that:
 - a. Accurately reflects fiscal transactions with necessary controls and safeguards;
 - b. Provides complete audit trails, based whenever possible on original documents (purchase orders, receipts, progress payments, invoices, timesheets, cancelled warrants, warrant numbers, etc.);
 - c. Provides accounting data so the costs can readily be determined throughout Agreement period.
5. Records shall be maintained for three years after expiration of Agreement and for at least one year following any audit or final disposition of any disputed audit finding;
6. If the final disposition of any disputed audit finding is determined to be a disallowed cost that the Secretary of State has paid the County, the County shall return to the Secretary of State an amount equal to the disallowance.
7. County shall permit periodic site visits by the Secretary of State or the Secretary of State's designee or designees to determine if any HAVA funds are being used or have been used in compliance with Agreement and all applicable laws;
8. Upon request, county shall report to the Secretary of State at least once every 90 (ninety) days until all funds received have been expended, on the status of HAVA funds received, in a manner determined by the Secretary of State.

EXHIBIT D
(Standard Agreement)

B. GENERAL PROVISIONS

1. The program is conditioned on State receiving reimbursement from the federal government pursuant to HAVA, for federal fiscal year 2020.
2. HAVA funds can only be used for the purposes for which the HAVA funds are made;
3. No portion of any HAVA funds shall be used for partisan political purposes. All contractors providing services are required to sign an agreement, please see Exhibit E Item 1, to abide by the Secretary of States' policy to refrain from engaging in political activities that call into question the impartiality of the Secretary of State's Office. County is to submit agreement signed by each employee of contractor's firm who worked for County pursuant to this Agreement with the County's first invoice.
4. The provisions of the federal *Hatch Act* shall apply to employees working for state and local entities receiving HAVA funds. The *Hatch Act* may be reviewed at http://www.osc.gov/documents/hatchact/ha_sta.pdf;
5. Any interest earned by County on money received pursuant to this Agreement must be reported in writing to the Secretary of State within 30 days of expiration of this Agreement. All interest must be used by the County for the purposes of implementing activities allowable under this Agreement;
6. Failure by any eligible County to execute a contract within 90 days of the date on which this contract is made available shall constitute an express desire to forego its use of the County's proportionate share of these funds, which may result in reallocation of that County's proportionate share of funds to other counties for the purposes provided under this contract.
7. Funds not claimed by County within 90 days of the end date of this contract, or any funds claimed by a county that are not approved for county use by the Secretary of State within 180 days of the end date of this contract, shall be reallocated to the Counties based on need and may only be used to meet Section 101 of HAVA;
8. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel Agreement with no liability occurring to the State, or offer an Agreement amendment to County to reflect any reduced amount;
9. Agreement is subject to any restrictions, limitations or conditions enacted or promulgated by the United States Government, or any agency thereof, that may affect the provisions, terms or funding of Agreement in any manner;
10. Pursuant to federal policy, Agreement may be terminated by the State with 30-day written notice to County;
11. County warrants by execution of Agreement, that no person or selling agency has been employed or retained to solicit or secure this contract upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by County for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this contract without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee;

**EXHIBIT D
(Standard Agreement)**

12. Nothing contained in Agreement or otherwise, shall create any contractual relation between the State and any subcontractor or vendor, and no subcontractor shall relieve County of its responsibilities and obligations hereunder. County agrees to be as fully responsible to State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by County. County's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to County. As a result, State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor or vendor of County;
13. Pursuant to federal law, by signing this agreement or execution of this purchase order the Contractor certifies under the penalty of perjury that the contracting entity is not excluded or ineligible from federal assistance programs and thereby is not on the federal government's list of suspended or debarred entities.

Pursuant to federal law, as a component of the procurement process, the Contractor must review the federal government's list of debarred and suspended vendors and ensure no contract award is provided to a vendor on this list. This list may be viewed at www.epls.gov

14. Upon request, county agrees to provide the Secretary of State with a summary report on its activities under this agreement following each election for which funds are expended that includes: the method used to determine the need for funding an eligible activity, including the reliance on an advisory committee or advisory groups, surveys or any other methodology used to assess the need for the eligible activity; the activity performed and funded; the amount of funding expended; the category or categories of need being met; and any performance metric or assessment of the quality of the activity, including unsolicited public comment, advisory committee or advisory group comment, public comment solicited through surveys and on-site assessments conducted by the County, its agents or others.

EXHIBIT E
(Standard Agreement)

ADDITIONAL PROVISIONS

1. Secretary of State Policy Regarding Political Activity in the Workplace

SECRETARY OF STATE POLICY REGARDING POLITICAL ACTIVITY IN THE WORKPLACE

The Secretary of State is the state's chief elections officer. It is, therefore, imperative that staff in the Secretary of State's Office, and those who contract with the Secretary of State's Office, refrain from engaging in any political activity that might call into question the office's impartiality with respect to handling election issues. Accordingly, the policy of the Secretary of State's Office with respect to political activity in the workplace, a copy of which will be given to every employee in the Secretary of State's office and incorporated as an attachment to contracts with the Secretary of State's Office, is as follows:

1. No employee of or contractor with the Secretary of State's Office shall engage in political campaign-related activities on state-compensated or federal-compensated time, except as required by official duties, such as answering inquiries from the public. In those cases where the contractor with the Secretary of State's Office is a county, the term "contractor" shall apply only to county elections office employees, county employees redirected to work temporarily for the county elections office, or any person, firm, company or business that provides reimbursable election-related services to a county elections office in furtherance of a contract. This prohibition shall not apply while an employee is on approved vacation or approved annual leave. This prohibition shall not apply to activities engaged in during the personal time of an employee.
2. No employee of or contractor with the Secretary of State's Office shall use any state property in connection with political campaign activities. It is strictly prohibited to schedule political campaign-related meetings or to conduct political campaign-related meetings in state office space, even if after normal working hours.
3. No employee of or contractor with the Secretary of State's Office shall use his or her official status with the Secretary of State's Office to influence political campaign-related activities or to confer support for or indicate opposition to a candidate or measure at any level of government.
4. No employee of or contractor with the Secretary of State's Office may be involved with political campaign-related telephone calls, letters, meetings or other political campaign-related activities on state-compensated or federal-compensated time. Requests by employees to switch to alternative work schedules, such as 4-10-40 or 9-8-80 work weeks, or to take vacation in order to accommodate political campaign-related activities or to attend political campaign functions, will be judged in the same manner and on the same basis as any other requests of this nature (i.e., existing needs of the office and discretion of the division chiefs).
5. The receipt or delivery of political campaign contributions or photocopies thereof on state property is strictly prohibited, as is the use of office time or state resources (e.g., intra-office mail or fax machines) to solicit or transmit political campaign contributions.
6. No employee of or contractor with the Secretary of State's Office may authorize any person to use his or her affiliation with the Secretary of State's Office in an attempt to suggest that the employee's or contractor's support or opposition to a nomination or an election for office or a ballot measure is of an "official," as distinguished from private, character.
7. No employee of or contractor with the Secretary of State's Office may display political campaign-related buttons, posters, or similar materials in areas visible to individuals who are in public areas of the Secretary of State's Office; nor may an employee of or contractor with the Secretary of State's Office display political campaign-related posters or other materials on windows facing out of the state office building.

**EXHIBIT E
(Standard Agreement)**

8. No employee of or contractor with the Secretary of State's Office may use official authority or influence for the purpose of interfering with or attempting to affect the results of an election or a nomination for any public office.
9. No employee of or contractor with the Secretary of State's Office may directly or indirectly coerce or solicit contributions from subordinates in support of or in opposition to an election or nomination for office or a ballot measure.
10. An employee who is paid either partially or fully with federal funds, including the Help America Vote Act of 2002 (HAVA), is subject to the provisions of the federal Hatch Act, and is, therefore, prohibited from being a candidate for public office in a partisan election, as defined in the federal Hatch Act. However, any employee who is to be paid either partially or fully with funds pursuant to HAVA, shall first be consulted about the proposed funding and be informed about the prohibitions of the federal Hatch Act. The employee, whenever possible, shall be given the opportunity to engage in employment that does not involve HAVA funding.
11. Provisions limiting participation in political campaign-related activities as provided for in this policy statement shall be included in every contract with the Secretary of State's Office.

If you have questions concerning these restrictions, please refer them to the Secretary of State Office contact person listed on the contract in Exhibit A - SOW.

Exhibit G

STATE OF CALIFORNIA - SECRETARY OF STATE

CONTRACTOR HAVA ACTIVITY REPORT

NAME														Division														Days/Hours		Month/Year								
																												5/40										
Class/Title:							Contract Number:																					TIMEBASE EMPLOYEES: FULL <input type="checkbox"/> PART <input type="checkbox"/>										
ACTIVITY HOURS														PROGRAM TIME REPORTING																								
	31	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	1	ACTIVITY CODE	PC	ORG	REG. HOURS	
1																																			COVID-19			0.0
2																																					0.0	
3																																					0.0	
4																																					0.0	
5																																					0.0	
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24																																					0.0	
																				MONTHLY TOTAL	0.0																	
SIGNATURE OF CONTRACTOR														DATE																								



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: September 8, 2020

Subject: Interagency Agreement #28-903-1 with Contra Costa County Office of Education

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Interagency Agreement #28-903-1 with Contra Costa County Office of Education, an Educational Institution, to pay County in an amount not to exceed \$38,000, to provide year-round school to participants enrolled in dual diagnosis treatment at the Center for Recovery and Empowerment (CORE), for the period August 15, 2020 through August 14, 2021.

FISCAL IMPACT:

Approval of this Interagency Agreement will result in funding up to \$38,000 from the Contra Costa County Office of Education. No County match is required.

BACKGROUND:

On October 8, 2019, the Board of Supervisors approved Interagency Agreement #28-903 with Contra Costa County Office of Education. This Interagency Agreement enabled Contra Costa Behavioral Health Services to partner with CORE and establish a year-round school to participants enrolled in CORE to continue their education while in treatment.

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/08/2020** 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: September 8, 2020

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 Interagency Agreement #28-903-1 will allow County to receive an amount not to exceed \$38,000, and Agency to continue to provide year-round school to participants enrolled in dual diagnosis treatment at CORE, through August 14, 2021.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved CORE participants will not receive year-round education.

ATTACHMENTS



**Contra
Costa
County**

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: September 8, 2020

Subject: Grant Award #28-925 with The University of Chicago, on behalf of its Booth School of Business

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to accept Grant Award #28-925 including indemnification with the University of Chicago, on behalf of its Booth School of Business, an Educational Institution, to pay the County an amount not to exceed \$647,000 to form a partnership to enable data-driven improvements in diagnosis and patient outcomes from Contra Costa Health Services (CCHS) data and research, for the period from July 1, 2020 through June 30, 2021.

FISCAL IMPACT:

Acceptance of the Grant Award will result in payment to the County up to \$647,000 in sub-grant funding from the Gordon and Betty Moore Foundation. No County match required.

BACKGROUND:

CCHS and researchers from the University of Chicago Nightingale team are forming a partnership in order to enable data-driven improvements in diagnosis and patient outcomes from CCHS data and research. CCHS and researchers will work hand-in-hand to curate datasets relevant to research questions and public health needs.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/08/2020** 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: September 8, 2020

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

By: Laura Cassell, Deputy

Contact: Patrick Godley,
925-957-5405

BACKGROUND: (CONT'D)

Approval of this Award #28-925 will allow CCHS clinicians to take a data driven approach to patient care and make improvements in diagnosis from new data research, through June 30, 2021, including County's agreement to indemnify the University.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, the County will not receive funding to work in partnership with the University of Chicago's Nightingale team.



**Contra
Costa
County**

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: September 8, 2020

Subject: Agreement #28-511-42 with the California Department of Resources Recycling and Recovery

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Grant Agreement #28-511-42 (EA31-20-0046) with the California Department of Resources Recycling and Recovery (CalRecycle), including indemnification, to pay County an amount not to exceed \$25,162, for continuation of the Local Enforcement Agency (LEA) assistance funds for the Department's Environmental Health Division Solid Waste Program, for the period July 1, 2020 through October 28, 2021.

FISCAL IMPACT:

Approval of this Agreement will result in a payment to the County of \$25,162 for the Department's Solid Waste Program. No County match required.

BACKGROUND:

On October 8, 2019, the Board of Supervisors approved Grant Agreement #28-511-40 from CalRecycle for the LEA Grant Program, to provide funding for the Department's Environmental Health Division Solid Waste Program, for the period from July 1, 2019 through October 29, 2020. On May 26, 2020, the Board of Supervisors authorized the Health Services Department to submit funding application #28-511-41 for continuation of funding for the Solid Waste Program.

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/08/2020** 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: September 8, 2020

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

By: Laura Cassell, Deputy

Contact: Jocelyn Stortz,
925-608-5540

BACKGROUND: (CONT'D)

Approval of this Grant Agreement #28-511-42 will allow the County to use the funds solely for the support of the solid waste facilities permit and inspection programs, including personnel, training, equipment, supplies, and technical support. This Agreement includes agreeing to indemnify and hold harmless the Grantor from any claims arising out of the performance of this Grant Agreement, through October 29, 2021.

CONSEQUENCE OF NEGATIVE ACTION:

If this Agreement is not approved, the County will not receive funds to support its solid waste facilities permit and inspection programs.



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: September 8, 2020

Subject: Agreement #28-855-3 with the California Department of Public Health, Office of AIDS

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Agreement #28-855-3 (State #20-10158) with the California Department of Public Health, Office of AIDS, for the County's Pre-Exposure Prophylaxis (PrEP) Assistance Program and Drug Assistance Program (ADAP) site enrollment services for the period July 1, 2020 through June 30, 2023.

FISCAL IMPACT:

County will be paid a fee for services based on current ADAP client enrollment.

BACKGROUND:

Access to AIDS drug therapies is credited with prolonging lives and reducing health care costs associated with HIV and AIDS. The medications are costly and necessary for life. The ADAP program ensures that eligible individuals have access to those medications free of charge or for a minimum charge. Eligibility determination is a critical function to ensure that people with AIDS and HIV can access these therapies.

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/08/2020** 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: September 8, 2020

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)

This ADAP site agreement allows the County to continue providing these services in Contra Costa County. Enrollment in ADAP saves the Health Services Department millions of dollars in necessary AIDS Drug therapies.

On July 19, 2016, the Board of Supervisors approved Agreement #28-855-1, as amended by Amendment Agreement #28-855-2, with the California Department of Public Health, Office of AIDS for the PrEP Assistance Program and ADAP site enrollment services for the period from July 1, 2016 through June 30, 2020. This Agreement includes the County agreeing to indemnify and hold harmless the State for any claims arising out of the County's performance.

Approval of Agreement #28-855-3 will provide funding to support enrollment services for the PrEP Assistance Program and ADAP through June 30, 2023. This Agreement includes the County agreeing to indemnify and hold harmless the State for any claims arising out of the County's performance.

CONSEQUENCE OF NEGATIVE ACTION:

If this agreement is not approved, the County will not be able to provide PrEP Assistance Program and ADAP enrollment services to eligible County residents which will reduce the negative health impacts of AIDS.



**Contra
Costa
County**

To: Board of Supervisors
From: Diana Becton, District Attorney
Date: September 8, 2020

Subject: Human Trafficking Advocacy (HA) Program Grant Award for the Period January 1, 2021 through December 31, 2021

RECOMMENDATION(S):

ADOPT Resolution No. 2020/233 approving and authorizing the District Attorney, or designee, to submit an application and execute a grant award agreement, including any extensions or amendments thereof, pursuant to State guidelines, with the California Governor's Office of Emergency Services (Cal OES), Victim Services & Public Safety Branch, in an amount not to exceed \$154,500, for funding of the Human Trafficking Advocacy (HA) Program for the period January 1, 2021 through December 31, 2021.

FISCAL IMPACT:

The District Attorney will receive up to \$154,500 to fund human trafficking advocacy efforts. This funding requires a 20% match, which will be met with in-kind services.

BACKGROUND:

The District Attorney is seeking to apply for grant funds that will focus on identifying and assisting victims of human trafficking. If the grant is approved, the District Attorney will continue to employ a victim advocate to provide critically important services to victims of sex trafficking and labor trafficking in Contra Costa County. Additionally, the advocate would work collaboratively with law enforcement, community organizations and the county human trafficking coalition to increase awareness about human trafficking and provide training and outreach to the community.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/08/2020** 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: September 8, 2020

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

By: Laura Cassell, Deputy

Contact: Jason Chan, (925)
957-2234

cc:

CONSEQUENCE OF NEGATIVE ACTION:

The District Attorney will be unable to apply for and accept the grant.

AGENDA ATTACHMENTS

Resolution 2020/233

MINUTES ATTACHMENTS

signed Res 2020/233

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

Adopted this Resolution on 09/08/2020 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. 2020/233

IN THE MATTER OF Human Trafficking Advocacy (HA) Advocacy Program Grant Award for the period January 1, 2021 through December 31, 2021.

WHEREAS the Board of Supervisors, Contra Costa County, desires to undertake a certain project designated as the Human Trafficking Advocacy Program to be funded in part from funds made available under the authority of the California Governor's Office of Emergency Services (Cal OES), Victim Services & Public Safety Branch.

NOW THEREFORE BE IT RESOLVED that the District Attorney of the County of Contra Costa is authorized to execute, on behalf of the Board of Supervisors, the Grant Award Agreement, including any extensions or amendments thereof. BE IT FURTHER RESOLVED, that the grant funds received hereunder shall not be used to supplant expenditures previously authorized or controlled by this body.

I hereby certify that this 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: Jason Chan, (925) 957-2234

ATTESTED: September 8, 2020

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 09/08/2020 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" value="0"/>	
ABSENT:	<input type="text" value="0"/>	
ABSTAIN:	<input type="text" value="0"/>	
RECUSE:	<input type="text" value="0"/>	



Resolution No. 2020/233

IN THE MATTER OF Human Trafficking Advocacy (HA) Advocacy Program Grant Award for the period January 1, 2021 through December 31, 2021.

WHEREAS the Board of Supervisors, Contra Costa County, desires to undertake a certain project designated as the Human Trafficking Advocacy Program to be funded in part from funds made available under the authority of the California Governor's Office of Emergency Services (Cal OES), Victim Services & Public Safety Branch.

NOW THEREFORE BE IT RESOLVED that the District Attorney of the County of Contra Costa is authorized to execute, on behalf of the Board of Supervisors, the Grant Award Agreement, including any extensions or amendments thereof. BE IT FURTHER RESOLVED, that the grant funds received hereunder shall not be used to supplant expenditures previously authorized or controlled by this body.

I hereby certify that this 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: Jason Chan, (925) 957-2234

ATTESTED: September 8, 2020

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

Laura Cassell

By: Laura Cassell, Deputy

cc:



Contra
Costa
County

To: Board of Supervisors
From: Melinda Cervantes, County Librarian
Date: September 8, 2020

Subject: Grant in the amount of \$5,000 from Rodeo Municipal Advisory Council (RMAC)

RECOMMENDATION(S):

APPROVE and AUTHORIZE the County Librarian, or designee, to apply for and accept a grant in the amount of \$5,000 from The East Bay Community Foundation, to supplement Rodeo Library services pursuant to the local refinery Good Neighbor Agreement, for the period January 1, 2021 through June 30, 2021.

FISCAL IMPACT:

No Library Fund match.

BACKGROUND:

The County currently funds 19 hours of library service at the Rodeo Library. If granted, the \$5,000 from The East Bay Community Foundation, administered by the Rodeo Municipal Advisory Council, will be used to fund additional hours of library service. The proposed additional hours will provide one extra hour of Saturday service, and three extra hours of evening service two weekdays per week. These extended hours offer Rodeo residents additional opportunities to make use of the educational and recreational resources available at the library.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/08/2020** 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: September 8, 2020

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

By: Laura Cassell, Deputy

Contact: Walt Beveridge
925-608-7730

cc:

CONSEQUENCE OF NEGATIVE ACTION:

If the grant proposal is not approved, the Rodeo Library will remain open for the County funded 19 hours per week, instead of the proposed 23 hours per week.

CHILDREN'S IMPACT STATEMENT:

Applicability: Extending hours at the Rodeo Library will meet all five community outcomes established in the Children's Report Card. Research shows that early and positive experiences with books set the stage for a child's success in learning to read. Additionally, literacy skills are a strong predictor of health and employment status. Extending the hours at the Rodeo Library will draw more families to the library and encourage regular exposure to reading and books, thus improving the quality of life for children and families in Rodeo.



**Contra
Costa
County**

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: September 8, 2020

Subject: APPLY for funding under the California Department of Justice Tobacco Grant Program

RECOMMENDATION(S):

RATIFY grant application for California Department of Justice Tobacco Grant Program for an amount not to exceed \$972,902 to provide tobacco retailer compliance checks, tobacco retailer education workshops, and youth-led tobacco prevention social media campaign services for the period July 1, 2020 through June 30, 2023.

FISCAL IMPACT:

If awarded, the grant funding of up to \$972,902 would be distributed to the County by the California Department of Justice Tobacco Grant Program through the Proposition 56 California Healthcare, Research and Prevention Tobacco Tax Act grant to reimburse the County for eligible expenses.

BACKGROUND:

Established by the California Healthcare, Research and Prevention Tobacco Tax Act of 2016, this grant program allows for competitive funding of public agencies' expenditures which aim to reduce the illegal sale of tobacco products to minors. On August 7, 2020 the Health Services Tobacco Prevention Project submitted an application for funding for the DOJ-PROP56-2020-21-1 grant cycle to meet deadline requirements.

If awarded, the amount granted will be funded on or about January 1, 2021 for a period between 24 and 36 months in-length.

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/08/2020** 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: September 8, 2020

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

By: Laura Cassell, Deputy

Contact: Rynn Shumacher,
(925)313-6825

cc:

CONSEQUENCE OF NEGATIVE ACTION:

If not approved, the County will not be eligible to receive any funds awarded by the California Department of Justice Tobacco Grant Program during the current funding cycle.

ATTACHMENTS



Contra
Costa
County

To: Board of Supervisors
From: Melinda Cervantes, County Librarian
Date: September 8, 2020

Subject: Library Grant from California Libraries Cultivating Racial Equity and Inclusion (CREI) Initiative up to \$5,000

RECOMMENDATION(S):

APPROVE and AUTHORIZE the County Librarian, or designee, to apply for and accept a grant of up to \$5,000 from the California Libraries Cultivating Racial Equity and Inclusion (CREI) Initiative for the period of July 2019 to June 2020.

FISCAL IMPACT:

Grant funds originate from the California State Library and federal Library Services and Technology Act (LSTA). The Library will utilize these funds to send employees to the CREI training. Any additional training costs will be covered by the Library Fund.

BACKGROUND:

The California Libraries Cultivating Racial Equity and Inclusion (CREI) Initiative provides participating Library jurisdictions up to \$5,000 in reimbursements to support the successful learning, planning and implementation of racial equity and inclusion policies, practices and programs. Funding comes from the California State Library and federal Library Services and Technology Act (LSTA). The CREI Initiative's broad goal is to catalyze a statewide network of libraries and library staff committed to racial equity and inclusion for all, to share information; deepen conversations; and, take actions to grow racial equity in library service delivery and the communities that we serve.

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/08/2020** 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: September 8, 2020

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

By: Laura Cassell, Deputy

Contact: Walt Beveridge
925-608-7730

cc:

CONSEQUENCE OF NEGATIVE ACTION:

Contra Costa County Library will not be able to participate in this program.



Contra
Costa
County

To: Board of Supervisors
From: Kathy Gallagher, Employment & Human Services Director
Date: September 8, 2020

Subject: Contract with Rubicon Programs Incorporated to Operate WIOA's America's Job Center of California & Adult/Dislocated Workers Career Services

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract with Rubicon Programs Incorporated, a non-profit corporation, in an amount not to exceed \$1,898,000, to operate and manage America's Job Center of California locations and provide Adult and Dislocated Worker Career Services under the Workforce Innovation and Opportunity Act to County residents, for the period July 1, 2020 through June 30, 2021.

FISCAL IMPACT:

This will increase department expenditures by \$1,898,000 to be funded with 100% Federal Workforce Innovation and Opportunity Act revenues.

BACKGROUND:

This Contract was awarded through Request for Proposal (RFP) 1158 for provision of Workforce Innovation and Opportunity Act (WIOA) America's Job Center of California (AJCC) and Adult and Dislocated Worker (A/DW) Career Services. On September 13, 2017, the Workforce Development Board (WDB) Executive Committee approved the development and release of a RFP to procure AJCC operations and management and delivery of A/DW Career Services under WIOA. Since 2000, the

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/08/2020** 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: September 8, 2020

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

By: Laura Cassell, Deputy

Contact: Gina Chenoweth 8-4961
or 812-9765

cc:

BACKGROUND: (CONT'D)

WDB has provided these services under the administrative entity of Contra Costa County Employment and Human Services Department.

This Contract will meet the intent of WIOA legislation to equip workers with the skills necessary to meet business needs and provide businesses with access to the talent pool needed to compete in their local, regional, and global economies. Contractor will operate AJCC primary and access locations throughout the County, provide A/DW career services, and coordinate communications and services of 12 community-based organizations and education entities in the County.

Contractor will be providing job seekers with education, job-driven training, and support services, improving services to business, enhancing program coordination, streamlining service delivery, utilizing new technology, and increasing the flexibility of governance, by aligning programs and services with common goals.

CONSEQUENCE OF NEGATIVE ACTION:

The Employment and Human Services Department will be unable to provide adequate career services to adult and dislocated workers.

CHILDREN'S IMPACT STATEMENT:

The services provided under this contract support three of the five of Contra Costa County's community outcomes: (3)"Families that are Economically Self-Sufficient"; (4) "Families that are Safe, Stable and Nurturing"; and (5)"Communities that are Safe and Provide a High Quality of Life for Children and Families" by providing career support services for families of adult and dislocated workers.



Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: September 8, 2020

Subject: Approve and Authorize Amendment No. 2 to the Contract with Got Power, Inc. (dba California Diesel & Power - CD & Power), Countywide

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract amendment with Got Power, Inc. (dba California Diesel & Power - CD & Power), effective April 1, 2020, to increase the payment limit of \$800,000 by \$300,000 to a new payment limit of \$1,100,000 with no change to the contract term of February 1, 2018 to January 31, 2021, to provide as-needed generator maintenance and rental to support facilities maintenance, Countywide.

FISCAL IMPACT:

Facilities Maintenance Budget (100% General Fund)

BACKGROUND:

This amendment will be adding \$300,000 to the current contract limit of \$800,000. In addition to scheduled generator maintenance, this contractor has provided generator rentals and standby generators for Contra Costa County COVID-19 efforts and PG&E Planned Safety Power Shutoff (PSPS). As a result, the contract balance has risen quickly. This amendment is needed to ensure that the County has access to the contractor's services through the term of the contract. The contract limit increase will be used as needed, with no minimum amount that must be used.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/08/2020** 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: September 8, 2020

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

By: Stacey M. Boyd, Deputy

Contact: Kevin Lachapelle, (925)
313-7082

cc:

CONSEQUENCE OF NEGATIVE ACTION:

If Amendment No. 2 is not approved, Facilities Services may not be able to respond to generator maintenance or emergency generator rental requests in a timely manner.



Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: September 8, 2020

Subject: Contract with Aztec Consultants, a California Corporation, Countywide.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract with Aztec Consultants, a California Corporation, in an amount not to exceed \$3,000,000, to provide on-call maintenance, repair and construction services, for the period September 8, 2020 through August 31, 2023, Countywide.

FISCAL IMPACT:

Facilities Maintenance Budget (100% General Fund).

BACKGROUND:

Public Works Facilities Services is responsible for maintenance, repairs and small construction for all County buildings and facilities. Originally bid on BidSync #2003-396, Aztec Consultants, was one of three lowest, responsive and responsible vendors awarded for this work.

Government Code Section 25358 authorizes the County to contract for maintenance and upkeep of County facilities. Facilities Services is requesting a contract with Aztec Consultants, to be approved for a period covering the next three years.

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

Action of Board On: **09/08/2020** 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: September 8, 2020

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

By: Stacey M. Boyd, Deputy

Contact: Kevin Lachapelle, (925)
313-7082

cc:

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, Facilities Services may not be able to respond to repair requests in a timely manner.



Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: September 8, 2020

Subject: Contract with Mark Scott Construction, Inc., a California Corporation, Countywide.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract with Mark Scott Construction, Inc., a California Corporation, in an amount not to exceed \$5,000,000, to provide on-call maintenance, repair and construction services, for the period September 8, 2020 through August 31, 2023, Countywide.

FISCAL IMPACT:

Facilities Maintenance Budget (100% General Fund).

BACKGROUND:

Public Works Facilities Services is responsible for maintenance and repairs for all County buildings and facilities. Originally bid on BidSync #2003-396, Mark Scott Construction, Inc., was one of three lowest, responsive and responsible vendors awarded for this work.

Government Code Section 25358 authorizes the County to contract for maintenance and upkeep of County facilities. Facilities Services is requesting a contract with Mark Scott, Inc., to be approved for a period covering the next three years.

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/08/2020** 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: September 8, 2020

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

By: Stacey M. Boyd, Deputy

Contact: Kevin Lachapelle, (925)
313-7082

cc:

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, Facilities Services may not be able to respond to repair requests in a timely manner.



Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: September 8, 2020

Subject: APPROVE Contract Amendment No. 3 with ECS Imaging, Inc. Countywide.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract amendment with ECS Imaging, Inc., effective September 8, 2020, to increase the payment limit by \$89,264 from \$433,402 to a new payment limit of \$522,666, and to extend the term from September 30, 2020 to September 30, 2021 for software licenses, support and project management associated with the implementation of Laserfiche, an electronic records content management system, Countywide. (Project No.: Various)

FISCAL IMPACT:

100% by various funds that have been approved for the implementation of Laserfiche. The amount of \$89,264 is for software licenses, support, and project management.

BACKGROUND:

On September 27, 2016, the Board of Supervisors approved a contract with ECS Imaging, Inc., for software, software support and Laserfiche implementation for all Public Works divisions. On January 16, 2018, the Board of Supervisors approved Contract Amendment No. 1 with ECS Imaging, Inc. to purchase additional software modules and licenses, and to continue with project management. On May 7, 2019, the Board of Supervisors approved Contract Amendment No. 2 with ECS Imaging,

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/08/2020** 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: September 8, 2020

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

By: Stacey M. Boyd, Deputy

Contact: Carrie Ricci,
925-313-2235

cc:

BACKGROUND: (CONT'D)

Inc. to extend the term to September 30, 2020 and increase the payment limit to \$433,402. Amendment No. 3 includes an additional year of software licenses, support, and project management to further implement Laserfiche Department-wide. The project management includes working with Public Works divisions to complete their work processes and set up work flows in Laserfiche to more efficiently store records electronically. Government Code Section 31000 authorizes the County to contract for services including the type of electronic content management services that ECS Imaging, Inc. provides.

CONSEQUENCE OF NEGATIVE ACTION:

Without approval of the contract amendment, Public Works will not be able to complete Laserfiche implementation and provide software and support for the existing system.



Contra
Costa
County

To: Board of Supervisors
From: David O. Livingston, Sheriff-Coroner
Date: September 8, 2020

Subject: Contracts with Kronos Workforce Telestaff and Tiburon Inc.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Sheriff-Coroner, or designee, to (1) execute a software and services agreement with Kronos Incorporated in an amount not to exceed \$600,000 for personnel scheduling software for the term of August 11, 2020 through July 10, 2023 with continued monthly service fees until terminated, and (2) increase the payment limit under the Master Support Agreement with Tiburon Inc by \$264,900 from \$945,151 to a new payment limit of \$1,210,051 for dispatch and records systems support for the period September 10, 2020 to September 9, 2021.

FISCAL IMPACT:

Agreement with Kronos for Workforce Telestaff: Total Cost of \$600,000. Initial start up cost of \$167,287 paid with federal CARES funding and the remaining amount General Fund; Budgeted.

Master Support Agreement with Tiburon: Total cost for FY 2020/21 is \$264,900; budgeted - 100% County General Fund.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/08/2020** 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: September 8, 2020

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

By: Laura Cassell, Deputy

Contact: Sandra Brown,
925-655-0004

cc:

BACKGROUND:

Kronos Incorporated

Contra Costa County Office of the Sheriff Fiscal Unit is currently using Kronos Workforce Timekeeper to track, manage, and control employee time and attendance. This contract will incorporate Kronos Workforce TeleStaff scheduling to build schedules and rosters, automate scheduling communication, and mobilize scheduling and FEMA reporting for the emergency activation of personnel during a major disaster or unusual occurrence.

The software, services, and equipment are being purchased through the Omnia Partners LLC Purchasing Alliance, in which the County previously participated. The County agrees to the terms and conditions contained in the contract between Kronos and Cobb County, Georgia (Lead Agency Contract #18220). Contracting through the U.S. Communities Purchasing Alliance allowed the Office of the Sheriff to save over \$39,000 in three years.

The software is hosted by Kronos, which means the software and timekeeping data are stored on Kronos' servers or its third-party hosts' servers. The contract provides that data will be backed up daily and adheres to industry standards (SSAE 16, SOC 1, and SOC 2) with respect to data security. As Kronos maintains employee data on their systems, Kronos requests that the County indemnify Kronos in the event any employee data in the hosted database violates any person's right of privacy. Under the agreement, Kronos is not obligated to defend the County in the event any employee data is disclosed due to a breach of the Kronos system.

Tiburon Inc.

Tiburon Inc. provides the Office of the Sheriff with computer aided dispatch (CAD) and record management (RMS) systems. Authorizing additional payments under the Master Support Agreement will renew support for these systems and the CopLogic reporting system that is integrated with CAD/RMS for the period September 10, 2020 to September 9, 2021. The CAD/RMS system is used by Sheriff's dispatch to document calls for service and dispatch police and Sheriff's units to those calls. The system is also used by the records division to collect data required by the state. The support will allow the CAD and RMS systems to be up and running 24/7 and to provide emergency assistance if the system fails. CAD/RMS and mobile systems are mission critical applications to public safety. Without Tiburon Inc., supporting their products the Office of the Sheriff runs the risk of crashing these systems without the ability to fix it. In September 2016, the Board of Supervisors approved an Agreement with Tiburon, Inc., to license software for the Sheriff's Office 9-1-1 Dispatch and Records Management systems. The 9-1-1 CAD system is used by the Office of the Sheriff's Dispatch Center, and the RMS is used by the entire Office of the Sheriff and the agencies that contract with the Sheriff's Office for law enforcement services. Tiburon Inc., provides the County with the software for the CAD system and RMS. This request will provide for systems maintenance and support for an additional year.

CONSEQUENCE OF NEGATIVE ACTION:

The Office of the Sheriff will be unable to integrate Kronos Workforce TeleStaff to existing Kronos Timekeeper to automate scheduling communication. The Office of the Sheriff would also not be able to utilize Tiburon to support support for the dispatch system which could prevent the Sheriff's Office from providing emergency assistance in the result of a system failure.



**Contra
Costa
County**

To: Board of Supervisors
From: Marc Shorr, Chief Information Officer
Date: September 8, 2020

Subject: APPROVE and AUTHORIZE the Chief Information Officer, or designee, to execute a contract amendment/extension agreement with Robert Half International.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Chief Information Officer, Department of Information Technology, or designee, to execute a contract amendment/extension agreement with Robert Half International, Inc., effective August 1, 2020, to increase the payment limit by \$872,000 to a new payment limit of \$1,622,000 and to extend the termination date from November 19, 2020 to December 31, 2020.

FISCAL IMPACT:

The cost will be 100% offset from charges to other departments for technology services and current projects waiting on resources. The cost has already been included in the department's FY 20/21 budget.

BACKGROUND:

The Department of Information Technology currently has nineteen (19) vacancies and requires additional technical and project professionals

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/08/2020** 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: September 8, 2020

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

By: Laura Cassell, Deputy

Contact: Marc Shorr, (925)
608-4071

cc:

BACKGROUND: (CONT'D)

on a temporary basis to meet staffing needs and COVID related activities while actively recruiting to fill the current vacant positions. The intent is to backfill vacancies for no longer than twelve (12) months.

CONSEQUENCE OF NEGATIVE ACTION:

If this request is not approved, the Department of Information Technology 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 limits the Department of Information Technology's ability to be an innovative partner to County Departments .



Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: September 8, 2020

Subject: Change Order to Purchase Order with Cintas Corporation

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute, on behalf of the Public Works Director, an amendment to purchase order #10974 with Cintas Corporation, to extend the term from July 31, 2020 to June 30, 2021, with no change to the payment limit, to provide garment rental and laundry services, Countywide.

FISCAL IMPACT:

No fiscal impact. The request is only to extend the term of the purchase order.

BACKGROUND:

Cintas Corporation provides garment rental and laundry services for Contra Costa County departments, and has offered the County a 2% discount across the board. Cintas Corporation is the single provider selected to standardize the products offered and the services provided to the County. Products include uniforms, towels, linens, and select cleaning supplies. Pricing is fixed throughout the term to allow departments to accurately budget expenses. Cintas Corporation is a local business enterprise.

CONSEQUENCE OF NEGATIVE ACTION:

If this amendment is not approved, Cintas Corporation will not be able to provide the uniforms, towels, linens, and select cleaning products needed by County departments.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/08/2020** 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: September 8, 2020

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

By: Stacey M. Boyd, Deputy

Contact: Cindy Shehorn (925)
957-2495

cc:



Contra
Costa
County

To: Board of Supervisors
From: John Kopchik, Director, Conservation & Development Department
Date: September 8, 2020

Subject: Contract Amendment with Environmental Science Associates for Environmental Impact Report Preparation Services for the Bayview Residential Project

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Conservation and Development Director, or designee, to execute a contract amendment with Environmental Science Associates (ESA) to increase the payment limit by \$129,011 to a new payment limit of \$375,869 to complete the Environmental Impact Report for the Bayview Residential Project located in the Martinez/Vinehill area, with no change in the original term of February 7, 2020 to August 7, 2021. The contract amendment is necessary to cover the costs to update the EIR's traffic analysis and other sections due to the passage of time and to comply with current CEQA analysis requirements. (County Files SD04-8809, GP04-0013, RZ04-3148, DP04-3080)

FISCAL IMPACT:

No impact to the County General Fund. The contract is 100% funded by the applicant.

BACKGROUND:

In February of 2017, the Department of Conservation and Development (DCD) entered into a contract with ESA to provide technical assistance and services to DCD related to the Bayview Residential Project. This amendment will allow the contractor to continue to prepare the Environmental Impact Report for the project.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/08/2020** 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: September 8, 2020

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

By: Laura Cassell, Deputy

Contact: GARY KUPP,
925-674-7799

cc:

CONSEQUENCE OF NEGATIVE ACTION:

If the proposed contract amendment is not approved, the contractor would not be able to complete the Environmental Impact Report.



**Contra
Costa
County**

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: September 8, 2020

Subject: Contract #77-304 with Windsor Convalescent and Rehabilitation Center of Concord, LLC (dba Windsor Manor Rehabilitation Center of Concord)

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #77-304 with Windsor Convalescent and Rehabilitation Center of Concord, LLC (dba Windsor Manor Rehabilitation Center of Concord), a limited liability partnership, in an amount not to exceed \$2,400,000, to provide skilled nursing services for Contra Costa Health Plan (CCHP) Members for the period October 1, 2020 through September 30, 2023.

FISCAL IMPACT:

This Contract is funded 100% by CCHP Enterprise Fund II.

BACKGROUND:

Under Contract #77-304, the Contractor will provide skilled nursing services for CCHP Members for the period October 1, 2020 through September 30, 2023.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, CCHP Members will not receive the benefits of skilled nursing facility services from the Contractor.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/08/2020** 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: September 8, 2020

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

By: Laura Cassell, Deputy

Contact: Sharron Mackey,
925-313-6104



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: September 8, 2020

Subject: Contract #77-175-1 with SleepQuest, Inc.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #77-175-1 with SleepQuest, Inc., a corporation, in an amount not to exceed \$750,000, to provide sleep studies and durable medical equipment for Contra Costa Health Plan (CCHP) members, for the period October 1, 2020 through September 30, 2023.

FISCAL IMPACT:

This Contract is funded 100% by CCHP Enterprise Fund II. (No rate increase)

BACKGROUND:

On October 23, 2018, the Board of Supervisors approved Contract #77-175, with SleepQuest, Inc. for the provision of sleep studies and durable medical equipment for CCHP members for the period October 1, 2018 through September 30, 2020.

Approval of contract #77-175-1 will allow the Contractor to continue to provide sleep studies and durable medical equipment for CCHP Members through September 30, 2023.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, certain health care services will not be provided.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/08/2020** 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: September 8, 2020

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

By: Laura Cassell, Deputy

Contact: Sharron Mackey,
925-313-6104



**Contra
Costa
County**

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: September 8, 2020

Subject: Contract #74-365-12 with Jee Hyun Guss, M.D.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of County Contract #74-365-12 with Jee Hyun Guss, M.D., an individual, in an amount not to exceed \$329,280, to provide outpatient psychiatric services for mentally ill adults in Central Contra Costa County, for the period September 1, 2020 through August 31, 2021.

FISCAL IMPACT:

This Contract is funded 100% Mental Health Realignment. (No rate increase)

BACKGROUND:

On July 9, 2019, the Board of Supervisors approved Contract #74-365-11, with Jee Hyun Guss, M.D., to provide outpatient psychiatric services, including diagnosing, counseling, evaluating and providing medical and therapeutic treatment and consulting and training in medical and therapeutic matters to adult patients in Central County, for the period from September 1, 2019 through August 31, 2020.

Approval of Contract #74-365-12 will allow the Contractor to continue to provide outpatient psychiatric services through August 31, 2021.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, County clients will not have access to Contractor's outpatient psychiatric services.

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/08/2020** 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: September 8, 2020

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

Contact: Suzanne Tavano, Ph.D.,
925-957-5212

By: Laura Cassell, Deputy



**Contra
Costa
County**

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: September 8, 2020

Subject: Amendment #77-040-5 with Nazar Aryaei (dba AA Cab Company)

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract Amendment Agreement #77-040-5 with Nazar Aryaei (dba AA Cab Company), an individual, effective August 15, 2020, to amend Contract #77-040-4, to increase the payment limit by \$240,000, from \$600,000 to a new payment limit of \$840,000, with no change in the original term of October 1, 2018 through September 30, 2020.

FISCAL IMPACT:

This amendment is funded 100% by Contra Costa Health Plan (CCHP) Enterprise Fund II. (No rate increase)

BACKGROUND:

On November 6, 2018, the Board of Supervisors approved Contract #77-040-4 with Nazar Aryaei (dba AA Cab Company), to provide non-emergency transportation services for CCHP Members, for the period from October 1, 2018 through September 30, 2020. Due to an increase in the utilization of Contractor's services, the Division is requesting an increase in the Contract payment limit to provide additional transport services through September 30, 2020.

Approval of Contract Amendment Agreement #77-040-5 will allow the Contractor to continue to provide additional non-emergency transportation services to CCHP Members through September 30, 2020.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/08/2020** 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: September 8, 2020

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

By: Laura Cassell, Deputy

Contact: Sharron Mackey,
925-313-6104

CONSEQUENCE OF NEGATIVE ACTION:

If this amendment is not approved, additional County requested non-emergency transportation services will not be provided by Contractor.



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: September 8, 2020

Subject: Contract #23-398-15 with RHD Healthcare Consulting, Inc.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #23-398-15 with RHD Healthcare Consulting, Inc., a corporation, in an amount not to exceed \$304,668 to provide consultation and technical assistance on billing, privacy and related regulatory issues for the Health Services Department, for the period from October 1, 2020 through September 30, 2021.

FISCAL IMPACT:

This contract is 100% funded by Hospital Enterprise Fund I.

BACKGROUND:

On September 10, 2019, the Board of Supervisors approved Contract #23-398-14 with RHD Healthcare Consulting, Inc., to provide professional consultation and technical assistance to the Health Services Director with regard to compliance of Medicare and Medi-Cal rules and regulations covering reimbursement for patient services, including guidelines related to fraud and abuse, and to ensure compliance with HIPAA privacy regulations, for the period from October 1, 2019 through September 30, 2020.

Approval of Contract #23-398-15 will allow the Contractor to continue to provide services through September 30, 2021.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/08/2020** 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: September 8, 2020

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

By: Laura Cassell, Deputy

Contact: Anna Roth,
925-957-2670

cc: Marcy Wilhelm

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved the County will not be able to continue compliance of Medicare and Medi-Cal rules and regulations covering reimbursement for patient services.



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: September 8, 2020

Subject: Contract #27-935-3 with Amitabh Bharadwaj, M.D.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #27-935-3 with Amitabh Bharadwaj, M.D, an individual, in an amount not to exceed \$500,000, to provide ophthalmology services to Contra Costa Health Plan (CCHP) members, for the period from June 1, 2020 through May 31, 2022.

FISCAL IMPACT:

This Contract is funded 100% by CCHP Enterprise Fund II. (No rate increase)

BACKGROUND:

On June 5, 2018, the Board of Supervisors approved Contract #27-935-2 with Amitabh Bharadwaj, M.D. to provide ophthalmology services to CCHP members, for the period from June 1, 2018 through May 31, 2020.

Approval of Contract #27-935-3 will allow the Contractor to continue to provide ophthalmology services through May 31, 2022.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, certain specialty health care services for its members under the terms of their Individual and Group Health Plan membership contracts with the County will not be provided.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/08/2020** 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: September 8, 2020

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

By: Laura Cassell, Deputy

Contact: Sharon Mackey,
925-313-6104

cc: Marcy Wilhelm



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: September 8, 2020

Subject: Contract #77-171-1 with Barsam Gharagozlou, M.D., Inc.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #77-171-1 with Barsam Gharagozlou, MD., Inc., a corporation, in an amount not to exceed \$1,000,000, to provide pediatric primary care services to Contra Costa Health Plan (CCHP) members for the period from September 1, 2020 through August 31, 2022.

FISCAL IMPACT:

This Contract is funded 100% by CCHP Enterprise Fund II. (No rate increase)

BACKGROUND:

On September 11, 2018, the Board of Supervisors approved Contract #77-171 with Barsam Gharagozlou, M.D., Inc., for the provision of pediatric primary care services to CCHP members, for the period from September 1, 2018 through August 31, 2020.

Approval of Contract #77-171-1 will allow the Contractor to continue to provide pediatric primary care services for CCHP members through August 31, 2022.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, certain specialty health care services for its members under the terms of their Individual and Group Health Plan membership contracts with the County will not be provided.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/08/2020** 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: September 8, 2020

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

By: Laura Cassell, Deputy

Contact: Sharon Mackey,
925-313-6104

cc: Marcy Wilhelm, Kimberley Mullen



Contra
Costa
County

To: Board of Supervisors
From: Sharon L. Anderson, County Counsel
Date: September 8, 2020

Subject: CONTRACT WITH GORDON & REES, LLP, FOR SPECIALIZED LEGAL SERVICES

RECOMMENDATION(S):

APPROVE and AUTHORIZE the County Counsel or her designee to execute a contract amendment effective March 1, 2020 with Gordon & Rees, LLP, to increase the payment limit by \$55,000 to a new payment limit of \$205,000 for specialized professional legal services.

FISCAL IMPACT:

100% County General Fund. All costs for outside service are offset by settlement proceeds.

BACKGROUND:

On December 1, 2018, the County Counsel engaged outside legal counsel Gordon & Rees, LLP, to assist the County with resolving a dispute with cFive Solutions, Inc., pertaining to the development of a new case management system for the Probation Department. The fees for Gordon & Rees's services have exceeded the contract payment limit. Approval of this amendment will increase the payment limit to \$205,000 to pay the final invoices of outside counsel in resolution of the case.

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

Action of Board On: **09/08/2020** 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: September 8, 2020

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

By: Laura Cassell, Deputy

Contact: Eric Gelston
925-335-1892



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: September 8, 2020

Subject: Amendment #26-140-4 with East Bay Audiologists, a Professional Corporation

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract Amendment Agreement #26-140-4 with East Bay Audiologists, a Professional Corporation, a corporation, effective July 1, 2020, to amend Contract #26-140-3, to increase the payment limit by \$140,000, from \$1,000,000 to a new payment limit of \$1,140,000, with no change in the original term of September 1, 2019 through August 31, 2021.

FISCAL IMPACT:

This amendment is funded by 100% Hospital Enterprise Fund I. (No rate increase)

BACKGROUND:

On July 23, 2019, the Board of Supervisors approved Contract #26-140-3 with East Bay Audiologists, a Professional Corporation for the provision of audiology evaluation services, for the period September 1, 2019 through August 31, 2021.

Approval of Contract Amendment Agreement #26-140-4 will allow the Contractor to provide additional audiology evaluation services through August 31, 2021.

CONSEQUENCE OF NEGATIVE ACTION:

If this amendment is not approved, patients will not receive audiology services from this Contractor.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/08/2020** 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: September 8, 2020

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

By: Laura Cassell, Deputy

Contact: Jaspreet Benepal,
925-370-5101



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: September 8, 2020

Subject: Contract #76-703 with Vladimir Krepostin, M.D.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #76-703 with Vladimir Krepostin, M.D., an individual, in an amount not to exceed \$564,000, to provide anesthesia services for Contra Costa Regional Medical Center (CCRMC) and Health Centers patients, for the period September 1, 2020 through August 31, 2021.

FISCAL IMPACT:

This Contract is funded 100% Hospital Enterprise Fund I.

BACKGROUND:

Under Contract #76-703 Contractor will provide anesthesia services for CCRMC for the period September 1, 2020 through August 31, 2021.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, County's patients will not have access to Contractor's services.

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

Action of Board On: **09/08/2020** 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: September 8, 2020

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

By: Laura Cassell, Deputy

Contact: Samir Shah, M.D.,
925-370-5525



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: September 8, 2020

Subject: Contract #74-474-7 with Macey Rosenthal, M.D.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #74-474-7 with Macey Rosenthal, M.D., an individual, in an amount not to exceed \$209,664, to provide outpatient psychiatric care for adults with mental illness in Central County for the period from November 1, 2020 through October 31, 2021.

FISCAL IMPACT:

This Contract is funded 100% by Mental Health Realignment Funds. (No rate increase)

BACKGROUND:

On August 9, 2017, the Board of Supervisors approved Contract #74-474-6 with Macey Rosenthal, M.D., for the provision of outpatient psychiatric services, including, diagnosis, counseling, evaluation, medication management, and providing medical therapeutic treatment, consultation and training in medical and therapeutic matters for adults in Central Contra Costa County for the period November 1, 2017 through October 31, 2020.

Approval of Contract #74-474-7 will allow the Contractor to continue providing outpatient psychiatric care through October 31, 2021.

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/08/2020** 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: September 8, 2020

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

By: Laura Cassell, Deputy

Contact: Suzanne Tavano, Ph.D,
925-957-5212

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, County's clients will not have access to Contractor's psychiatric care services.



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: September 8, 2020

Subject: Amendment #27-799-10 with Health Management Systems, Inc.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract Amendment Agreement #27-799-10 with Health Management Systems, Inc., a corporation, effective July 20, 2020, to amend Contract #27-799-6 (as amended by Contract Amendment Agreements #27-799-7 through #27-799-9), to remove Eliza Health Risk Assessment (HRA) Program Services, with no change in the payment limit of \$3,300,000, and no change in the term of February 1, 2017 through December 31, 2020.

FISCAL IMPACT:

This Contract is funded 100% by CCHP Enterprise Fund II. (No rate increase)

BACKGROUND:

On February 7, 2017, the Board of Supervisors approved Contract #27-799-6 (as amended by Contract Amendment Agreements #27-799-7 through #27-799-9), with Health Management Systems, Inc., for the provision of professional auditing services, for the period from February 1, 2017 through December 31, 2020.

Approval of Contract Amendment #27-799-10 will remove Eliza Health Risk Assessment (HRA) Program Services through December 31, 2020.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/08/2020** 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: September 8, 2020

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

By: Laura Cassell, Deputy

Contact: Sharron Mackey,
925-313-6104

CONSEQUENCE OF NEGATIVE ACTION:

If this amendment is not approved, Contractor's service plan will not be revised and requested services will not be removed from the service plan.



**Contra
Costa
County**

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: September 8, 2020

Subject: Contract #24-794-9(14) with BHC Sierra Vista Hospital, Inc.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #24-794-9(14) with BHC Sierra Vista Hospital, Inc., a corporation, including mutual indemnification, in an amount not to exceed \$75,000, to provide inpatient psychiatric hospital services to County-referred adults and adolescents for the period from July 1, 2020 through June 30, 2021, which includes a six-month automatic extension through December 31, 2021, in an amount not to exceed \$37,500.

FISCAL IMPACT:

This Contract is funded 100% by Mental Health Realignment funds.

BACKGROUND:

On September 10, 2019, the Board of Supervisors approved Contract #24-794-9(12) with BHC Sierra Vista Hospital, Inc., for the provision of inpatient psychiatric hospital services to County-referred adults and adolescents for the period from November 1, 2019 through June 30, 2020. Approval of Contract #24-794-9(14) will allow the Contractor to continue to provide inpatient psychiatric hospital services through June 30, 2020. This Contract includes mutual indemnification.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/08/2020** 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: September 8, 2020

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

By: Laura Cassell, Deputy

Contact: Suzanne Tavano, PhD.,
925-957-5212

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, County's mental health clients will not receive needed inpatient psychiatric services from Contractor's facility.

CHILDREN'S IMPACT STATEMENT:

This program supports the following Board of Supervisors' community outcome: "Communities that are Safe and Provide a High Quality of Life for Children and Families". Expected program outcomes include a decrease in the need for inpatient care and placement at a lower level of care.

ATTACHMENTS



**Contra
Costa
County**

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: September 8, 2020

Subject: Contract #26-232-7 with Agiliti Health, Inc.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #26-232-7 with Agiliti Health, Inc., a corporation, in an amount not to exceed \$300,000 for the provision of medical lasers, equipment and certified technicians to operate lasers in the Surgical Unit at Contra Costa Regional Medical Center (CCRMC) and Contra Costa Health Centers for the period September 1, 2020 through August 31, 2023.

FISCAL IMPACT:

This Contract is funded 100% by Hospital Enterprise Fund I. (Rate increase)

BACKGROUND:

On September 25, 2018, the Board of Supervisors approved Contract #26-232-4, as amended by Amendment Agreements #26-232-5 and #26-232-6, with Agiliti Health, Inc., formerly named UHS Surgical Services, Inc., to provide medical lasers, equipment and certified technicians to operate lasers in the Surgical Unit at CCRMC and Contra Costa Health Centers for the period September 1, 2018 through August 31, 2020.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/08/2020** 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: September 8, 2020

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

By: Laura Cassell, Deputy

Contact: Jaspreet Benepal,
925-370-5101

BACKGROUND: (CONT'D)

Approval of Contract #26-232-7 will allow Contractor to continue to provide medical lasers, equipment and certified technician services at CCRMC and Health Centers through August 31, 2023.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, patients requiring medical lasers, equipment and certified technician services at CCRMC and Contra Costa Health Centers will not have access to Contractor's services.



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: September 8, 2020

Subject: Contract #23-685 with PMDTC, LLC (dba PMD X-Ray and Laboratory)

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #23-685 containing mutual indemnification with PMDTC, LLC (dba PMD X-Ray and Laboratory), a limited liability company, in an amount not to exceed \$190,000 for the provision of mobile X-Ray and laboratory services for COVID-19 alternative care sites, for the period from September 1, 2020 through June 30, 2021.

FISCAL IMPACT:

This Contract is funded 100% by Hospital Enterprise Fund I.

BACKGROUND:

Under Contract #23-685, Contractor will provide mobile X-Ray and laboratory services for alternative care sites should they become activated as part of the Health Services Department's response to COVID-19, through June 30, 2021. This Contract includes mutual indemnification to hold harmless both parties for any claims arising out of the performance of this Contract.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, patients would not receive x-ray or laboratory services at alternate care sites putting themselves and the community at a higher risk of COVID-19 complications.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/08/2020** 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: September 8, 2020

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

By: Laura Cassell, Deputy

Contact: Anna Roth,
925-957-2670

cc: Marcy Wilhelm



**Contra
Costa
County**

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: September 8, 2020

Subject: Contract #24-794-8(26) with John Muir Behavioral Health

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #24-794-8(26) with John Muir Behavioral Health, a non-profit corporation, including mutual indemnification, in an amount not to exceed \$4,000,000 to provide inpatient psychiatric hospital services for children, adolescents and adults, for the period from July 1, 2020 through June 30, 2021, which includes a six-month automatic extension through December 31, 2021, in an amount not to exceed \$2,000,000.

FISCAL IMPACT:

This Contract is funded 100% by Mental Health Realignment funds.

BACKGROUND:

Assembly Bill (AB) 757, (Chapter 633, Statutes of 1994), authorized the transfer of state funding for Fee-For-Service/Medi-Cal acute psychiatric inpatient hospital services from the Department of Health Services to the Department of Health Care Services. On January 1, 1995, the Department of Mental Health transferred these funds and the responsibility for authorization and funding of Medi-Cal acute psychiatric inpatient

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/08/2020** 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: September 8, 2020

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

By: Laura Cassell, Deputy

Contact: Suzanne Tavano Ph.D,
925-957-5212

BACKGROUND: (CONT'D)

hospital services to counties that chose to participate in this program.

On June 11, 2019, the Board of Supervisors approved Contract #24-794-8(22), as amended by Amendment Agreements #24-794-8(23) and #24-794-8(25), with John Muir Behavioral Health for the provision of inpatient psychiatric hospital services to County-referred children, adolescents and adults for the period from July 1, 2019 through June 30, 2020.

Approval of Contract #24-794-8(26) will allow the Contractor to continue to provide services through June 30, 2021. This contract includes mutual indemnification to hold harmless both parties for any claims arising out of the performance of this Contract.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, County's mental health clients will not receive needed inpatient psychiatric services from Contractor's facility.

CHILDREN'S IMPACT STATEMENT:

This program supports the following Board of Supervisors' community outcome: "Communities that are Safe and Provide a High Quality of Life for Children and Families". Expected program outcomes include a decrease in the need for inpatient care and placement at a lower level of care.

ATTACHMENTS



Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: September 8, 2020

Subject: APPROVE and AUTHORIZE Amendment No. 1 to Contract with Elam's Consulting & Inspection Services, Inc.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract amendment with Elam's Consulting & Inspection Services, Inc., effective September 8, 2020, to increase the payment limit of \$95,000 by \$195,000 to a new payment limit of \$290,000 to provide as-needed inspector of record services for various county projects.

FISCAL IMPACT:

Work performed under this on-call contract is funded with various funds when there is an approved project and funding.

BACKGROUND:

On February 5, 2019, the Board of Supervisors approved an as-needed contract with Elam's Consulting & Inspection Services, Inc., in the amount of \$95,000 which will expire on February 5, 2022. The contract payment limit of \$95,000 has nearly been reached.

Amendment No. 1 is necessary to continue to provide as-needed inspector of record services and the additional costs associated with the completion of ongoing and new projects. Elam's Consulting & Inspection Services, Inc. is familiar with these active projects, and the design and construction of health care facilities. Therefore, it is recommended that the contract amendment be approved at this time.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/08/2020** 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: September 8, 2020

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

By: Laura Cassell, Deputy

Contact: Ramesh Kanzaria, (925)
957-2480

cc:

CONSEQUENCE OF NEGATIVE ACTION:

Without Board approval, the Consultant will not be able to provide as-needed construction management/project management services to complete necessary capital projects, which may jeopardize funding and delay design and construction of capital projects.



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: September 8, 2020

Subject: Contract Amendment #76-577-6 with Hobbs Investments, Inc. (dba Am-Tran)

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract Amendment Agreement #76-577-6 with Hobbs Investments, Inc. (dba AM-Tran), a corporation, effective August 1, 2020, to amend Contract #76-577-4 to modify the route schedule to include an additional pick up location with no change to the original payment of \$350,000 or term of February 1, 2020 through January 31, 2021.

FISCAL IMPACT:

This amendment is funded 100% by Hospital Enterprise Fund I. (No rate increase)

BACKGROUND:

On March 10, 2020, the Board of Supervisors approved Contract #76-577-5 with Hobbs Investments, Inc., (dba Am-Tran) for the provision of transportation and courier services including pick up, transport, and delivery of laboratory specimens, transmittals, pharmacy medications and other items to and from County utilized facilities for the period February 1, 2020 through January 31, 2021.

Approval of Contract Amendment Agreement #76-577-6 will allow the Contractor to modify the route schedule to include an additional pick up location through January 31, 2021.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/08/2020** 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: September 8, 2020

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, Contractor will be unable to provide additional pick up services under the original contract.



**Contra
Costa
County**

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: September 8, 2020

Subject: Contract #74-618 with Lynn Bertram, M.D.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #74-618 with Lynn Bertram, M.D., an individual, in an amount not to exceed \$359,424, to provide psychiatric care services to adults with mental illness and substance abuse disorder in Central and West Contra Costa County, for the period from October 1, 2020 through September 30, 2021.

FISCAL IMPACT:

This Contract is funded 100% by Mental Health Realignment funds.

BACKGROUND:

Under Contract #74-618, Contractor will provide psychiatric care services including diagnosing, counseling, evaluation, and providing medical and therapeutic treatment to adults with mental illness and substance abuse disorder at the Discovery House in Central County and at the West County Adult Mental Health Clinic, for the period from October 1, 2020 through September 30, 2021.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, County's clients will not have access to Contractor's psychiatric care services.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/08/2020** 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: September 8, 2020

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

Contact: Suzanne Tavano, Ph.D.,
925-957-5212

By: Laura Cassell, Deputy



Contra
Costa
County

To: Board of Supervisors
From: John Kopchik, Director, Conservation & Development Department
Date: September 8, 2020

Subject: Contract with Contra Costa Centre Association

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Director of Conservation and Development, or designee, to execute a contract with the Contra Costa Centre Association in an amount not to exceed \$317,950, for transportation demand management services for the Contra Costa Centre area, for the period July 1, 2020 through June 30, 2021.

FISCAL IMPACT:

No impact to the County General Fund. 100% County Service Area M-31 funds. The commercial property owners at Contra Costa Centre voted to approve the formation of County Service Area M-31 to fund County mandated transportation demand management services in the area.

BACKGROUND:

Contra Costa County (County) has required a Transportation Demand Management (TDM) program for the Contra Costa Centre area since 1986 to encourage the use of alternative modes of transportation by station area employees in order to mitigate the traffic impacts resulting from the development of the area. Property owners in Contra Costa Centre area were required to establish a County Service Area with an annual assessment to fund the TDM program. The County has entered an agreement with the Contra Costa Centre Association to manage the TDM program for the Contra Costa Centre area each year since 1990.

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/08/2020** 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: September 8, 2020

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

By: Laura Cassell, Deputy

Contact: Maureen Toms (925)
674-7878

cc:

BACKGROUND: (CONT'D)

The TDM program offers commute alternative service to BART station area employees. While there is no mandate requiring participation by employers or any penalty for non-participation, there has been high participation in the program by both employers and employees. The TDM program goals of achieving over 30% of the area employees travel to work via alternative modes (transit, carpool, van-pools, bicycle, walk, telecommute, etc.) have consistently been met.

The project agreement covers a 12-month period from July 1, 2020 to June 30, 2021. It funds the operation of van-pools and a noon-time shuttle service to nearby commercial areas, Segway (two wheeled self-balancing personal transport) and bicycle services, on-site transit ticket sales, and marketing and management of a variety of transit subsidy and incentive programs.

CONSEQUENCE OF NEGATIVE ACTION:

The Contra Costa Centre Association members who have paid an annual assessment for transportation demand management services would be unable to provide them through this contract.



**Contra
Costa
County**

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: September 8, 2020

Subject: Purchase Order with Citrix Systems, Inc.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Health Services Department, a Purchase Order with Citrix Systems Inc., in an amount not to exceed \$301,237 to renew Citrix support and maintenance services for the period October 31, 2020 through October 30, 2021.

FISCAL IMPACT:

100% funding is included in the Hospital Enterprise Fund I budget.

BACKGROUND:

The Epic Electronic Health Record (EHR) system requires the use of Citrix Terminal Services. Citrix software allows Health Services Department (HSD) staff access to the Epic EHR system. Citrix also improves remote access to the Epic EHR for the Contra Costa Regional Medical Center on-call clinical staff. HSD needs to renew Citrix Subscription Advantage support and appliance maintenance services to comply with Epic requirements. This year Citrix consolidated products to unify their portfolio offerings, which is reflected in the consolidation of previous Purchase Orders F017407 and F018727.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/08/2020** 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: September 8, 2020

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

By: Laura Cassell, Deputy

Contact: Patrick Wilson,
925-335-8777

cc: Marcy Wilhelm, Elsira Trotman

CONSEQUENCE OF NEGATIVE ACTION:

Without ongoing maintenance, support and technical assistance from Citrix, HSD's critical infrastructure would not be covered in the event of a hardware, software, or technical issue, thereby resulting in EHR accessibility issues and potential connectivity failures.



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: September 8, 2020

Subject: Purchase Order with First Databank, Inc. MedKnowledge Licenses and Support

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Health Services Department, a Seventh Amendment to the License Agreement with First Databank Inc. and a Purchase Order in an amount not to exceed \$207,118, to renew MedKnowledge software licenses and support for the period from July 1, 2020 through June 30, 2021.

FISCAL IMPACT:

100% funding is included in the Hospital Enterprise Fund I budget.

BACKGROUND:

Since 2011 Contra Costa Health Services (CCHS) has utilized the First Databank, Inc. drug ordering knowledge database (MedKnowledge) and software for physicians to quickly lookup and order drugs for patients.

CONSEQUENCE OF NEGATIVE ACTION:

If this Purchase Order is not approved, CCHS physicians can risk patient lives by prescribing medication that may do more harm than good.

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/08/2020** 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: September 8, 2020

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

By: Laura Cassell, Deputy

Contact: Patrick Wilson,
925-335-8777

cc: Marcy Wilhelm, Elsira Trotman



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: September 8, 2020

Subject: Contract #77-301 Golden Gate Urology, Inc.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #77-301 with Golden Gate Urology, Inc., a corporation, in an amount not to exceed \$600,000, to provide urology services to Contra Costa Health Plan (CCHP) members for the period from September 1, 2020 through August 31, 2023.

FISCAL IMPACT:

This Contract is funded 100% by CCHP Enterprise Fund II. (No rate increase)

BACKGROUND:

Approval of Contract #77-301 will allow the Contractor to provide urology services for CCHP members through August 31, 2023.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, certain specialty health care services for its members under the terms of their Individual and Group Health Plan membership contracts with the County will not be provided.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: 09/08/2020 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: September 8, 2020

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

By: Laura Cassell, Deputy

Contact: Sharron Mackey,
925-313-6104



Contra
Costa
County

To: Board of Supervisors
From: John Kopchik, Director, Conservation & Development Department
Date: September 8, 2020

Subject: Contract Amendment with FirstCarbon Solutions for Environmental Impact Report Preparation Services for the Scannell Warehouse Project

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Department of Conservation and Development Director, or designee, to execute a contract amendment with FirstCarbon Solutions (FCS) to increase the payment limit by \$23,036 to a new payment limit of \$245,637 and extend the term from September 30, 2020 through December 31, 2021 in order for FCS to complete the Environmental Impact Report for the Scannell warehouse project located in the North Richmond area. (County File #DP17-3045)

FISCAL IMPACT:

No impact to the County General Fund. The contract is 100% funded by the applicant.

BACKGROUND:

In July of 2019, the Department of Conservation and Development (DCD) entered into a contract with FCS to provide technical assistance and services to DCD related to the Scannell warehouse project. The contract amendment is necessary to provide additional Air Quality and Greenhouse Gas analyses, as well as, update the technical memorandum titled "Preliminary Truck Traffic Calming Assessment for the North Richmond Neighborhood". This amendment will allow the contractor to continue to prepare the Environmental Impact Report for the project.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/08/2020** 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: September 8, 2020

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

By: Laura Cassell, Deputy

Contact: Francisco Avila,
925-674-7801

cc:

CONSEQUENCE OF NEGATIVE ACTION:

If the proposed contract amendment is not approved, the contractor would not be able to complete the Environmental Impact Report.



Contra
Costa
County

To: Board of Supervisors
From: John Kopchik, Director, Conservation & Development Department
Date: September 8, 2020

Subject: Contract Amendment with FirstCarbon Solutions for Environmental Impact Report Preparation Services for the CenterPoint Warehouse Project

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Conservation and Development Director, or designee, to execute a contract amendment with FirstCarbon Solutions (FCS) to increase the payment limit by \$21,994 to a new payment limit of \$224,579 and to extend the term from September 30, 2020 through December 31, 2021 in order for FCS to complete the Environmental Impact Report for the CenterPoint Warehouse Project located in the North Richmond area. (County File #DP18-3007)

FISCAL IMPACT:

No impact to the County General Fund. The contract is 100% funded by the applicant.

BACKGROUND:

In July of 2019, the Department of Conservation and Development (DCD) entered into a contract with FCS to provide technical assistance and services to DCD related to the CenterPoint warehouse project. The contract amendment is necessary to provide additional Air Quality and Greenhouse Gas analyses, as well as update the technical memorandum titled "Preliminary Truck Traffic Calming Assessment for the North Richmond Neighborhood". This amendment will allow the contractor to continue to prepare the Environmental Impact Report for the project.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/08/2020** 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: September 8, 2020

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

By: Laura Cassell, Deputy

Contact: Francisco Avila,
925-674-7801

cc:

CONSEQUENCE OF NEGATIVE ACTION:

If the proposed contract amendment is not approved, the contractor would not be able to complete the Environmental Impact Report.



Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: September 8, 2020

Subject: Master SaaS and Services Agreement with Periscope Holdings, Inc.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute an Order Form and Master SaaS and Services Agreement with Periscope Holdings, Inc. in an amount not to exceed \$430,767, for hosted purchasing and procurement software, upgrade services, and maintenance and support for the term September 8, 2020 through September 8, 2023.

FISCAL IMPACT:

100% General Fund

BACKGROUND:

The Purchasing Division implemented BuySpeed software in 2012 to eliminate paper requisitions and improve efficiency in the County’s purchasing processes. The execution of the Master SaaS and Services Agreement will allow the Purchasing Division to upgrade to the current version of BuySpeed and move to cloud-hosted services. Cloud-hosted services will reduce staff time and hardware resources for Public Works and Department of Information Technology staff who currently maintain the BuySpeed hardware. During the three-year period, Periscope will be responsible for future upgrades and

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

Action of Board On: **09/08/2020** 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: September 8, 2020

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

By: Stacey M. Boyd, Deputy

Contact: Carrie Ricci, (925) 313-2235

cc:

BACKGROUND: (CONT'D)

software support. Periscope will train County staff on the upgraded version of BuySpeed. The upgrade, move to cloud hosting and training is a one-time fee that will not exceed \$55,767. Annual software and support fees are \$125,000 for a three-year total of \$375,000.

CONSEQUENCE OF NEGATIVE ACTION:

The Purchasing Division will not upgrade to the current version of BuySpeed and there will be reduced efficiencies due to using outdated software.



Contra
Costa
County

To: Board of Supervisors
From: John Kopchik, Director, Conservation & Development Department
Date: September 8, 2020

Subject: Contract Amendment with FCS International Incorporated to Continue Work on the Del Hombre Apartment Project in the Walnut Creek Area

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Conservation and Development Director, or designee, to execute a contract amendment with FCS International, Inc. (dba FirstCarbon Solutions/Michael Brandman Associates), to increase the payment limit by \$13,715 to a new payment limit of \$384,401, with no change to the original term of October 1, 2018 through September 30, 2020, to complete the remaining tasks associated with the environmental review of the 284-unit Del Hombre apartment complex in the Walnut Creek area.

FISCAL IMPACT:

No impact to the General Fund. The cost for preparing the EIR is paid by the project applicant.

BACKGROUND:

The Department of Conservation and Development (DCD) received an application from 3000 Del Hombre Holdings, LLC requesting approval of a General Plan Amendment, Rezoning, Minor Subdivision, and Development Plan for a proposed 284-unit apartment project in the Walnut Creek area to be known as the Del Hombre Apartments. Based on the scope and scale of the project, the Department determined that an Environmental Impact Report (EIR) should be prepared in order to evaluate the potential environmental impacts of the project. The County awarded a contract to FCS (Contract #46393), who prepared the Draft

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/08/2020** 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: September 8, 2020

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

By: Laura Cassell, Deputy

Contact: Jennifer Cruz, (925)
674-7790

cc:

BACKGROUND: (CONT'D)

and Final EIR. Due to a comment letter submitted to the County Planning Commission regarding air quality and greenhouse gas analysis, the County required the Contractor to provide a response to the letter, continue discussion and coordination, and prepare for and attend the Board of Supervisors public hearing. The increased expenditure limit of \$13,715 is needed to complete these tasks.

CONSEQUENCE OF NEGATIVE ACTION:

If the contract amendment is not approved, DCD will be unable to complete the remaining tasks for the land development application.



**Contra
Costa
County**

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: September 8, 2020

Subject: Contract Amendment Agreement #24-681-82(15) with Modesto Residential Living Center, Inc.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract Amendment Agreement #24-681-82(15) with Modesto Residential Living Center, Inc., a corporation, effective September 2, 2020, to amend Contract #24-681-82(14) to increase the payment limit by \$75,555, from \$231,012 to a new payment limit of \$306,567, with no change in the term of September 1, 2020 through August 31, 2021.

FISCAL IMPACT:

This amendment is funded 49% by Mental Health Services Act and 51% by Mental Health Realignment fund. (No rate increase)

BACKGROUND:

On July 14, 2020, the Board of Supervisors approved Contract #24-681-82(14), with Modesto Residential Living Center, Inc., to provide augmented board and care services for mentally ill adults for the period from September 1, 2020 through August 31, 2021.

Approval of Contract Amendment Agreement #24-681-82(15) will allow the Contractor to provide additional augmented board and care services through August 31, 2021.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/08/2020** 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: September 8, 2020

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

Contact: Suzanne Tavano, Ph.D.,
925-957-5212

By: Laura Cassell, Deputy

CONSEQUENCE OF NEGATIVE ACTION:

If this amendment is not approved, patients requiring augmented board and care services will not have access to Contractor's services.



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: September 8, 2020

Subject: Contract #26-704-6 with David H. Stone, M.D.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #26-704-6 with David H. Stone, M.D., an individual, in an amount not to exceed \$600,000, to provide rheumatology services for Contra Costa Regional Medical Center (CCRMC) and Health Centers patients, for the period September 1, 2020 through August 31, 2023.

FISCAL IMPACT:

This Contract is funded 100% Hospital Enterprise Fund I.

BACKGROUND:

Under Contract #26-704-6 Contractor will provide rheumatology services for CCRMC for the period September 1, 2020 through August 31, 2023.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, County's patients will not have access to Contractor's services.

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/08/2020** 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: September 8, 2020

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

By: Laura Cassell, Deputy

Contact: Samir Shah, M.D.,
925-370-5525



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: September 8, 2020

Subject: Contract Amendment/Extension Agreement #25-079-4 with Portia Bell Hume Behavioral Health and Training Center

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract Amendment/Extension Agreement #25-079-4 with Portia Bell Hume Behavioral Health and Training Center, a corporation, effective July 1, 2020, to amend Contract #25-079-3, to increase the payment limit by \$304,977, from \$445,000 to a new payment limit of \$749,977, and to extend the termination date from June 30, 2021 to September 30, 2021.

FISCAL IMPACT:

This Contract is funded by 27% Federal Housing and Urban Development Fund, 37% Public Defender's Holistic Intervention Partnership (HIP) Fund, 33% Adult Protective Services (APS) Home Safe Fund and 3% Housing Security Fund.

BACKGROUND:

On December 10, 2019, the Board of Supervisors approved Contract #25-079-3 with Portia Bell Hume Behavioral Health and Training to provide case management and homelessness Rapid Resolution counseling to County residents who are homeless or at risk of becoming homeless for the period from October 1, 2019 through June 30, 2021.

Approval of Contract Amendment/Extension Agreement #25-079-4 will allow the Contractor to provide additional services through September 30, 2021.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/08/2020** 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: September 8, 2020

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

By: Laura Cassell, Deputy

Contact: Lavonna Martin,
925-608-6701

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, County residents and families that are homeless or at risk of being homeless will not have access to Contractor's services.

CHILDREN'S IMPACT STATEMENT:

This program supports the following Board of Supervisors' community outcomes: "Families that are Safe, Stable, and Nurturing"; and "Communities that are Safe and Provide a High Quality of Life for Children and Families". Expected program outcomes include an increase in positive social and emotional development as measured by the Child and Adolescent Functional Assessment Scale (CAFAS).



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: September 8, 2020

Subject: Contract #26-362-13 with Apheresis Care Group Inc.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #26-362-13 containing mutual indemnification with Apheresis Care Group, Inc., a corporation, in an amount not to exceed \$700,000, to provide therapeutic plasmapheresis and hemodialysis services for Contra Costa Regional Medical Center (CCRMC) and Health Centers patients, for the period July 1, 2020 through June 30, 2025.

FISCAL IMPACT:

This Contract is funded 100% Hospital Enterprise Fund I.

BACKGROUND:

On March 28, 2017, the Board of Supervisors approved Contract #26-362-12 with Apheresis Care Group, Inc., to provide therapeutic plasmapheresis and hemodialysis services at CCRMC and Contra Costa Health Centers for the period July 1, 2017 through June 30, 2020.

Approval of Contract #26-362-13 will allow the Contractor to continue providing therapeutic plasmapheresis and hemodialysis services at CCRMC and Contra Costa Health Centers through June 30, 2025.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, County's patients will not have access to Contractor's services.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/08/2020** 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: September 8, 2020

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

By: Laura Cassell, Deputy

Contact: Samir Shah, M.D.,
925-370-5525



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: September 8, 2020

Subject: Contract Amendment Agreement #26-938-27 with David H. Raphael, M.D.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of County Contract Amendment Agreement #26-938-27 with David H. Raphael, M.D., an individual, effective September 1, 2020, to amend Contract #26-938-24, as amended by Amendment Agreements #26-938-25 and #26-938-26, to provide additional general surgery services with no change in the original Payment Limit of \$984,000 or term of January 1, 2019 through December 31, 2020.

FISCAL IMPACT:

This amendment is funded 100% by Hospital Enterprise Fund I. (No rate increase)

BACKGROUND:

On December 18, 2018, the Board of Supervisors approved Contract #26-938-24, as amended by Contract Amendment Agreements #26-938-25 and 26-938-26, with David H, Raphael, M.D., to provide general surgery services including consultation, training, on-call coverage services and medical procedures at Contra Costa Regional Medical Center (CCRMC) and Health Centers for the period January 1, 2019 through December 31, 2020.

Approval of Contract Amendment Agreement #26-938-27 will allow the Contractor to provide additional hours of general surgery services at CCRMC and Health Centers through December 31, 2020.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/08/2020** 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: September 8, 2020

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

By: Laura Cassell, Deputy

Contact: Samir Shah, M.D.,
925-370-5525



**Contra
Costa
County**

To: Board of Supervisors
From: Robin Lipetzky, Public Defender
Date: September 8, 2020

Subject: Stand Together Contra Costa Census 2020 Education/Outreach Payment

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Auditor-Controller, or designee, to make a payment in the amount of \$40,000 to the Catholic Charities of East Bay for Census 2020 outreach services provided to Contra Costa County in Fiscal Year 2019-2020, as recommended by the Public Defender.

FISCAL IMPACT:

This service is funded 100% by grant funds awarded to the Department. No county match required.

BACKGROUND:

The Bay Area Census Funders Collaborative (BACFC) awarded grants to nonprofit organizations that promote participation in the 2020 Census. Department was awarded \$40,000 for 2020 Census outreach through the Stand Together Contra Costa Program. STCC is a program uniquely positioned to reach residents of historically hard-to-county areas, through its community based partnerships throughout Contra Costa County. Catholic Charities of the East Bay, a lead partner of STCC, led the Census 2020 outreach making resources available to residents of historically hard-to-reach residents of historically hard-to-county areas.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/08/2020** 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: September 8, 2020

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

By: Laura Cassell, Deputy

Contact: Ali Saidi,
510.412.4900

cc:

CONSEQUENCE OF NEGATIVE ACTION:

The Stand Together Contra Costa program will be unable to pay the invoice submitted by Catholic Charities of the East Bay for Census 2020 outreach that was submitted after the census was completed



Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: September 8, 2020

Subject: Approve and Authorize Amendment No. 4 to the Contract with Summit Building Services, Inc., Countywide.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract amendment with Summit Building Services, Inc., effective April 1, 2020, to increase the payment limit of \$3,500,000 by \$1,150,000 to a new payment limit of \$4,650,000 with no change to the contract term of April 1, 2018 to March 31, 2021, to provide as-needed custodial and emergency deep cleaning, Countywide.

FISCAL IMPACT:

Custodial Services Budget (General Fund) and Cares Act Funding

BACKGROUND:

This amendment will be adding \$1,150,000 to the current contract limit of \$3,500,000. In addition to scheduled custodial services, this contractor has provided additional deep cleaning and disinfectant services for Contra Costa County COVID-19 efforts. As a result, the contract balance has risen substantially. This amendment is needed to ensure the County has access to the contractor's services through the term of the contract. The increase in contract limit will be used as needed, with no minimum amount that must be used.

CONSEQUENCE OF NEGATIVE ACTION:

If Amendment No. 4 is not approved, Custodial Services may not be able to respond to emergency and COVID-19 disinfectant cleaning requests in a timely manner.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/08/2020** 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: September 8, 2020

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

By: Laura Cassell, Deputy

Contact: Derrick West, (925)
313-7096

cc:



**Contra
Costa
County**

To: Board of Supervisors
From: Kathy Gallagher, Employment & Human Services Director
Date: September 8, 2020

Subject: Contract with Social Service Staffing & Recruiting, Inc. for Temporary Social Workers

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract with Social Service Staffing & Recruiting, Inc., in an amount not to exceed \$400,000 to provide qualified temporary social workers for clients of the Children and Family Services Bureau, for the period July 1, 2020 through June 30, 2021.

FISCAL IMPACT:

This Contract will increase department expenditures by \$400,000 funded as Administrative Overhead with 10% County revenue, 42% State revenue, and 48% Federal revenue.

BACKGROUND:

It is important for the Employment and Human Services Department to maintain staffing levels of Social Workers in Children and Family Services, to effectively address caseloads. Currently, there are eight (8) vacancies in Children and Family Services. Additionally 13 new Social Worker positions are being added to Children and Family Services effective September 1, 2020, as part of the Fiscal Year 20-21 budget.

Human Resources and EHSD continue to closely collaborate to produced candidates to adequately

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/08/2020** 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: September 8, 2020

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

Contact: Gina Chenoweth 8-4961 or
(925) 812-6795

By: Laura Cassell, Deputy

cc:

BACKGROUND: (CONT'D)

fill all vacancies. Significant improvement has been made over previous years. There were 32 Social Worker vacancies in Fiscal Years (FYs) 2017-18 and 2018-19. The amount designated to this contract for temps is correspondingly decreasing from about \$700,000 in FYs 18-19 and 19-20. Despite these improvements, temp work to fill the gaps is sometimes necessary to avoid higher than optimal caseload levels.

Social Service Staffing & Recruiting, Inc. ensures a ready source of temporary, fully qualified social workers to immediately address this situation and ensure child safety. Additionally, social workers obtained through this Contractor may become interested in permanent County positions and apply for current vacancies, which would support the Department's efforts to fill permanent positions with qualified and well-trained applicants familiar with CFS programs, clients and procedures.

CONSEQUENCE OF NEGATIVE ACTION:

Clients in CFS programs may not be served efficiently by qualified social workers when Contra Costa County does not immediately have qualified social workers.

CHILDREN'S IMPACT STATEMENT:

The services provided under this contract support all five of Contra Costa County's community outcomes: (1) "Children Ready for and Succeeding in School"; (2) "Children and Youth Healthy and Preparing for Productive Adulthood"; (3) "Families that are Economically Self-Sufficient"; (4) "Families that are Safe, Stable and Nurturing"; and (5) "Communities that are Safe and Provide a High Quality of Life for Children and Families" by ensuring children and families in CFS programs are working with qualified staff on a consistent basis..



Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: September 8, 2020

Subject: APPROVE and AUTHORIZE the Chief Engineer, or designee, to execute a contract amendment with Horizon Water and Environment, LLC.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Chief Engineer, or designee, to execute Contract Amendment #4 with Horizon Water and Environment, LLC, effective August 24, 2020, to extend the Contract termination date from December 31, 2020 to March 31, 2021, and to increase the payment limit from \$700,000 to \$780,000 to complete necessary environmental compliance work for the Stream Maintenance Program, Countywide.

FISCAL IMPACT:

100% Flood Control District Funds.

BACKGROUND:

Due to revisions resulting from regulatory agency comments, this contract needs to be extended and the funding increased in order to complete environmental activities and obtain regulatory permits for the Stream Maintenance Program.

CONSEQUENCE OF NEGATIVE ACTION:

Without Board approval, environmental compliance may not be completed in a timely manner and necessary environmental clearances may not be obtained, which may jeopardize funding and delay maintenance work.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/08/2020** 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: September 8, 2020

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

By: Laura Cassell, Deputy

Contact: Ave' Brown
925-313-2311

cc: Ave' Brown

ATTACHMENTS

Contract Amendment Agreement

**CONTRACT AMENDMENT AGREEMENT
(Purchase of Services – Long Form)**

Number: F4776001
Fund/Org:
Account:
Other:

1. **Identification of Contract to be Amended.**

Number: F4776001

Effective Date: March 13, 2014

Department: Contra Costa County Flood Control and Water Conservation District

Subject: On-Call Program Support and Coordination

2. **Parties.** The County of Contra Costa, California (County), for its Department named above, and the following named Contractor mutually agree and promise as follows:

Contractor: Horizon Water and Environment, LLC

Capacity: California Limited Liability Company

Address: 266 Grand Avenue, Suite 210, Oakland, CA 94610

3. **Amendment Date.** The effective date of this Contract Amendment Agreement is August 24, 2020.

4. **Amendment Specifications.** The Contract identified above is hereby amended as set forth in the “Amendment Specifications” attached hereto which are incorporated herein by reference.

5. **Signatures.** These signatures attest the parties’ agreement hereto:

COUNTY OF CONTRA COSTA, CALIFORNIA

<p>BOARD OF SUPERVISORS</p> <p>By: _____ Chair/Designee</p>	<p>ATTEST: Clerk of the Board of Supervisors</p> <p>By: _____ Deputy</p>
---	--

CONTRACTOR

<p>Signature A Name of business entity: Horizon Water and Environment, LLC, a Limited Liability Company</p> <p>By: _____ (Signature of individual or officer)</p> <p>_____ (Print name and title A, if applicable)</p>	<p>Signature B Name of business entity: Horizon Water and Environment, LLC, a Limited Liability Company</p> <p>By: _____ (Signature of individual or officer)</p> <p>_____ (Print name and title B, if applicable)</p>
--	--

Note to Contractor: For corporations (profit or nonprofit) and limited liability companies, the contract must be signed by two officers. Signature A must be that of the chairman of the board, president, or vice-president; and Signature B must be that of the secretary, any assistant secretary, chief financial officer or any assistant treasurer (Civil Code Section 1190 and Corporations Code Section 313). All signatures must be acknowledged as set forth on Form L-2.

ACKNOWLEDGMENT

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

STATE OF CALIFORNIA)
)
COUNTY OF CONTRA COSTA)

On _____ (Date),

before me, _____ (Name and Title of the Officer),

personally appeared, _____,

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

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

WITNESS MY HAND AND OFFICIAL SEAL.

Signature of Notary Public



Place Seal Above

ACKNOWLEDGMENT (by Corporation, Partnership, or Individual)
(Civil Code §1189)

APPROVALS

RECOMMENDED BY DEPARTMENT

FORM APPROVED BY COUNTY COUNSEL

By: _____
Designee

By: _____
Deputy County Counsel

APPROVED: COUNTY ADMINISTRATOR

By: _____
Designee

AMENDMENT SPECIFICATIONS

Amendment No. 4

Horizon Water and Environment, LLC

[March 13, 2014-March 31, 2021]

Due to the Contra Costa County Flood Control and Water Conservation District (District) having a continued need of Contractor's services and a greater than anticipated need for Contractor services, for good and valuable consideration, District and Contractor hereby amend the Contract as follows:

1. Section 3 (Term) of the Contract is hereby amended by deleting "December 31, 2020" therefrom and replacing it with "March 31, 2021".
4. Section 4 (Payment Limit) of the Contract is hereby amended by increasing the payment limit by \$80,000 from \$700,000 to a new Payment Limit of \$780,000.

All other conditions and terms in the Contract entered into on March 13, 2014 between the District and Contractor, not modified by this amendment no. 4, shall remain in full force and effect.

Initials: _____
Contractor County Dept.



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: September 8, 2020

Subject: Contract #24-429-70 with Ujima Family Recovery Services

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #24-429-70 with Ujima Family Recovery Services, a non-profit corporation, in an amount not to exceed \$3,485,421 to provide residential and outpatient treatment for pregnant and parenting women and their young children, for the period from July 1, 2020 through June 30, 2021.

FISCAL IMPACT:

This Contract is funded by 71% Drug Medi-Cal; 16% Substance Abuse Prevention and Treatment (SAPT) Perinatal Set-Aside and 10% SAPT Block Grant and 3% Assembly Bill (AB) 109.

BACKGROUND:

This Contract meets the social needs of County's population by providing family-centered alcohol and drug treatment services to pregnant and parenting women and their children, in order to prevent perinatal substance abuse and improve birth outcomes. On September 24, 2019, the Board of Supervisors approved Contract #24-429-66, (as amended by Amendment Agreements #24-429-67 through #24-429-69) with Ujima Family Recovery Services to provide residential and outpatient treatment for pregnant and parenting

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/08/2020** 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: September 8, 2020

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

Contact: Suzanne Tavano, Ph.D.,
925-957-5169

By: Laura Cassell, Deputy

BACKGROUND: (CONT'D)

women and their young children, for the period from July 1, 2019 through June 30, 2020. Approval of Contract #24-429-70 will allow Contractor to continue to provide services through June 30, 2021.

CONSEQUENCE OF NEGATIVE ACTION:

If this Contract is not approved, pregnant and parenting women will not receive the alcohol and drug treatment services they need which may result in perinatal substance abuse and additional risk to their babies.

CHILDREN'S IMPACT STATEMENT:

This Alcohol and Drug Abuse program supports the Board of Supervisors' "Families that are Safe, Stable, and Nurturing" community outcome by providing parenting education, stability, and safety for mothers (and their children) and pregnant women who are alcohol and drug dependent, while they are in substance abuse treatment. Expected outcomes include delivery of drug-free babies, decreased use of alcohol, tobacco and other drugs, reduction in the number of relapses, and creation of a sober social network.



**Contra
Costa
County**

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: September 8, 2020

Subject: Contract Amendment Agreement #26-672-8 with Suri Sunderi Cheng, M.D.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract Amendment Agreement #26-672-8 with Suri Sunderi Cheng, M.D., an individual, effective August 1, 2020, to amend Contract #26-672-7 to increase the payment limit by \$40,000, from \$390,000 to a new payment limit of \$430,000, with no change in the term of October 1, 2019 through September 30, 2020.

FISCAL IMPACT:

Funded 100% by Hospital Enterprise Fund I.

BACKGROUND:

On November 12, 2019, the Board of Supervisors approved Contract #26-672-7 with Suri Sunderi Cheng, M.D., for the provision of otolaryngology services at Contra Costa Regional Medical Center and Health Centers, for the period from October 1, 2019 through September 30, 2020.

Approval of Contract Amendment Agreement #26-672-8 will allow Contractor to provide additional otolaryngology services, through September 30, 2020.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, the Department will not have sufficient funding to reimburse the Contractor for additional services provided.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/08/2020** 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: September 8, 2020

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

By: Laura Cassell, Deputy

Contact: Samir Shah, M.D.,
925-370-5475



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: September 8, 2020

Subject: Contract #26-672-9 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 #26-672-9 with Siri Sunderi Cheng, M.D., an individual, in an amount not to exceed \$430,000 to provide otolaryngology services for Contra Costa Regional Medical Center (CCRMC) and Health Center patients, for the period October 1, 2020 through September 30, 2021.

FISCAL IMPACT:

This Contract is funded 100% by Hospital Enterprise Fund I.

BACKGROUND:

On November 12, 2019, the Board of Supervisors approved Contract #26-672-7 (as amended by Contract Amendment Agreement #26-672-8) with Siri Sunderi Cheng, M.D., to provide otolaryngology services, including, but not limited to clinical coverage, consultation, training, on-call and administrative services for CCRMC and Contra Costa Health Centers, for the period October 1, 2019 through September 30, 2020.

Approval of Contract #26-672-9 will allow Contractor to continue to provide otolaryngology services to CCRMC and Contra Costa Health Center patients through September 30, 2021.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/08/2020** 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: September 8, 2020

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: September 8, 2020

Subject: Contract #24-704-8 with Kimberly Loda, M.D.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #24-704-8 with Kimberly Loda, M.D., an individual, in an amount not to exceed \$262,080, to provide outpatient psychiatric care services to adults in West County for the period from October 1, 2020 through September 30, 2021.

FISCAL IMPACT:

This Contract is funded 100% by Mental Health Realignment Funds. (No rate increase)

BACKGROUND:

On October 22, 2019, the Board of Supervisors approved Contract #24-704-7 with Kimberly Loda, M.D., for the provision of outpatient psychiatric care services including diagnosing, counseling, evaluation, and providing medical and therapeutic treatment to adults in West County for the period from October 1, 2019 through September 30, 2020.

Approval of Contract #24-704-8 will allow the Contractor to continue to provide outpatient psychiatric care services to adults in West County, through September 30, 2021.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, County's clients will not have access to Contractor's psychiatric care services.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/08/2020** 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: September 8, 2020

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

By: Laura Cassell, Deputy

Contact: Suzanne Tavano, Ph.D,
925-957-5212



**Contra
Costa
County**

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: September 8, 2020

Subject: Amendment #26-771-5 with Health Leads, Inc.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract Amendment Agreement #26-771-5 with Health Leads, Inc., a non-profit corporation, effective August 1, 2020, to amend Contract #26-771-2 (as amended by Amendment Agreement #26-771-3 and Amendment/Extension Agreement #26-771-4), to increase the payment limit by \$57,024, from \$1,753,867 to a new payment limit of \$1,810,891, with no change in the term of June 1, 2017 through December 31, 2020.

FISCAL IMPACT:

This amendment is funded by 68% Hospital Enterprise Fund I; 29% Medi-Cal 1115 Waiver and 3% CARES- COVID-19 Fund. (No rate increase)

BACKGROUND:

On June 6, 2017, the Board of Supervisors approved Contract #26-771-2 (as amended by Amendment Agreement #26-771-3 and Amendment/Extension Agreement #26-771-4) with Health Leads, Inc. for the provision of referral and outreach services to Contra Costa Regional Medical Center and Health Centers (CCRMC), for the period from June 1, 2017 through December 31, 2020.

Approval of Contract Amendment Agreement #26-771-5 will allow the Contractor to provide additional referral and outreach services through December 31, 2020.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/08/2020** 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: September 8, 2020

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

By: Laura Cassell, Deputy

Contact: Jaspreet Benepal,
925-370-5100

CONSEQUENCE OF NEGATIVE ACTION:

If this amendment is not approved, CCRMC patients will not receive referral and outreach services from the Contractor.



**Contra
Costa
County**

To: Board of Supervisors
From: Kathy Gallagher, Employment & Human Services Director
Date: September 8, 2020

Subject: 2019-20 Little Angels Country School LLC State Preschool Childcare Contract Amendment

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract amendment with Little Angels Country School LLC, to increase the payment limit by \$22,248.80 to a new payment limit of \$240,128 due to increased daily childcare rate and addition of Quality improvement funding, with no change to term July 1, 2019 through June 30, 2020.

FISCAL IMPACT:

This Contract is entirely State Funded by the California Department of Education.

BACKGROUND:

In order to provide a wider distribution of services to County residents, the Department subcontracts with a number of community-based organizations. The Board approved the current contract to provide preschool and childcare services to 36 program eligible children September 20, 2019 (c. 120). This amendment is to provide funding to pay for the increased daily childcare rate set by the state and to provide Quality Improvement funding to pay for the hiring of four additional staff to reduce adult to child ratios.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/08/2020** 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: September 8, 2020

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

By: Laura Cassell, Deputy

Contact: CSB (925) 681-6389

cc: Nasim Eghlima, Teresita Foster, Christina Reich

CONSEQUENCE OF NEGATIVE ACTION:

If not approved, Contractor will not be reimbursed at the increased daily childcare rate.

CHILDREN'S IMPACT STATEMENT:

The Employment and Human Services Department Community Services Bureau supports three of Contra Costa County's community outcomes - Outcome 1: "Children Ready for and Succeeding in School", Outcome 3: "Families that are Economically Self-sufficient", and, Outcome 4: "Families that are Safe, Stable, and Nurturing". These outcomes are achieved by offering comprehensive services, including high quality early childhood education, nutrition, and health services to low-income children throughout Contra Costa County.



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: September 8, 2020

Subject: Amendment #76-560-6 with Esther Kwon, M.D.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of County Contract Amendment #76-560-6 with Esther Kwon, M.D., an individual, to amend Contract #76-560-5, effective September 1, 2020, to increase the payment limit by \$64,000, from \$396,000 to a new Payment Limit of \$460,000, with no change in the term of October 1, 2019 through September 30, 2021, to provide additional podiatry services for Contra Costa Regional Medical Center (CCRMC) and Health Center patients.

FISCAL IMPACT:

This Contract is funded 100% by Hospital Enterprise Fund I. (No Rate Increase)

BACKGROUND:

On September 24, 2019, the Board of Supervisors approved Contract #76-560-5 with Esther Kwon, M.D., to provide podiatry services at CCRMC and Health Centers for the period October 1, 2019 through September 30, 2021.

Approval of Contract Amendment #76-560-6 will allow Contractor to provide additional podiatry services at CCRMC and Health Centers through September 30, 2021.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/08/2020** 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: September 8, 2020

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 podiatry services at CCRMC and Contra Costa Health Centers will not have access to Contractor's services.



**Contra
Costa
County**

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: September 8, 2020

Subject: Amendment #25-038-11 with Shelter Inc. of Contra Costa County

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract Amendment Agreement #25-038-11 with Shelter Inc. of Contra Costa County, a non-profit corporation, to amend Contract #25-038-9 (as amended by Amendment/Extension Agreement #25-038-10), effective July 1, 2020, to increase the payment limit by \$445,480, from \$445,196 to a new payment limit of \$890,676, with no change in the term of July 1, 2019 through June 30, 2021, for additional Covid-19 emergency shelter services to families in Contra Costa County.

FISCAL IMPACT:

This Contract is funded by 55% Federal Emergency Management Agency (FEMA), 8% by COVID-19 Homeless Housing and Assistance Program (HHAP) funds, 20% Cares Act Fund, and 17% County's General Funds.

BACKGROUND:

In August 2018, the County Administrator approved and the Purchasing Service Manager executed Contract #25-038-9 (as amended by Amendment/Extension Agreement #25-038-10) with Shelter Inc. of Contra Costa County to provide emergency shelter services to families in Contra Costa County for the period from July 1, 2019 through June 30, 2021.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/08/2020** 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: September 8, 2020

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

By: Laura Cassell, Deputy

Contact: Lavonna Martin,
925-608-6701

BACKGROUND: (CONT'D)

Approval of Amendment Agreement #25-038-11 will allow the Contractor to provide additional Covid-19 emergency shelter services to families in Contra Costa County through June 30, 2021.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, County's homeless individuals will not receive COVID-19 emergency shelter services housing during the COVID-19 pandemic, further putting the community at risk.



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: September 8, 2020

Subject: Amendment #25-042-29 with Greater Richmond Inter-Faith Program

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract Amendment Agreement #25-042-29 with Greater Richmond Inter-Faith Program, a non-profit corporation, effective July 1, 2020, to amend Contract #25-042-27, as amended by Amendment Agreement #25-042-28, to increase the payment limit by \$1,062,303, from \$1,546,878 to a new payment limit of \$2,609,181, with no change in the term of October 1, 2019 through June 30, 2021.

FISCAL IMPACT:

This Contract Amendment is funded by 59% Federal Emergency Management Agency (FEMA), 11% Homeless Emergency Aid Program (HEAP), 9% Housing and Urban Development (HUD), 6% Mental Health Realignment Fund 6% Cares Act Fund, 5% County General Fund, and 4% COVID-19 Homeless Housing Assistance and Prevention (HHAP).

BACKGROUND:

This Contract meets the social needs of County's population by providing emergency shelter services, twenty-four hours per day, seven days per week, to homeless adults in West County and will operate the West County CARE Center for the Homeless Coordinated Entry System of Care providing support services to Contra Costa County families that are homeless, including case management, day shelter services, transportation needs, mental health assessment and crisis intervention.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/08/2020** 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: September 8, 2020

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

By: Laura Cassell, Deputy

Contact: Lavonna Martin,
925-608-6701

BACKGROUND: (CONT'D)

On December 10, 2019, the Board of Supervisors approved Contract #25-042-27 (as amended by Amendment Agreement #25-042-28) with Greater Richmond Inter-Faith Program to provide emergency shelter services at the Emergency Family Shelter for homeless families and operate the West County CARE Center for the Homeless Coordinated Entry System of Care, for the period from October 1, 2019 through June 30, 2021.

Approval of Amendment Agreement #25-042-29 will allow the Contractor to provide additional emergency shelter services for individuals and families at high risk of COVID-19, through June 30, 2021.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, County's homeless who are at high risk of COVID-19 will not receive emergency housing services.



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: September 8, 2020

Subject: Contract #25-078-3 with Shelter, Inc. of Contra Costa County

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #25-078-3 with Shelter, Inc. of Contra Costa County, a non-profit corporation, in an amount not to exceed \$7,157,615, to provide housing assistance to Seriously and Persistently Mentally Ill (SPMI) youth and adults for the period from July 1, 2020 through June 30, 2023.

FISCAL IMPACT:

This Contract is funded 100% by Mental Health Services Act Funds.

BACKGROUND:

This Contract meets the social needs of the County's population in that it provides support services to County residents that are homeless and have a diagnosis of mental illness or a dual-diagnosis of mental illness and substance abuse, and are receiving services of Contra Costa County Mental Health or other approved referral agencies.

On July 23, 2019, the Board of Supervisors approved Contract #25-078-2 with Shelter, Inc. of Contra Costa County for the provision of housing assistance to SPMI youth and adults, for the period from July 1, 2019 through June 30, 2020.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/08/2020** 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: September 8, 2020

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

By: Laura Cassell, Deputy

Contact: Lavonna Martin,
925-608-6701

BACKGROUND: (CONT'D)

Approval of Contract #25-078-3 will allow Contractor to continue to provide housing assistance through June 30, 2023.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, SPMI youth and adults will not receive the housing assistance they need, putting them at risk for remaining homeless and requiring higher levels of care for mental illness and/or substance abuse.

CHILDREN'S IMPACT STATEMENT:

This program supports the following Board of Supervisors' community outcomes: "Families that are Safe, Stable, and Nurturing"; and "Communities that are Safe and Provide a High Quality of Life for Children and Families". Expected program outcomes include an increase in positive social and emotional development as measured by the Child and Adolescent Functional Assessment Scale (CAFAS).

ATTACHMENTS



**Contra
Costa
County**

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: September 8, 2020

Subject: Payments for Services Provided by Ujima Family Recovery Services

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Auditor-Controller, or designee, to pay \$677,325.38 to Ujima Family Recovery Services, for the provision of outpatient treatment services at its Drug Medi-Cal Substance Use Disorder Clinics in East, Central and West County for the period July 1, 2019 through June 30, 2020.

FISCAL IMPACT:

This is funded by 70% Drug Medi-Cal; 16% Substance Abuse Prevention and Treatment (SAPT) Perinatal Set-Aside; 10% SAPT Block Grant and 4% Assembly Bill. No County Match required.

BACKGROUND:

On September 24, 2019, the County Board of Supervisors approved Contract #24-429-66 (as amended by Amendment Agreements #24-429-67 and #24-429-68) with Ujima Family Recovery Services for the provision of outpatient treatment services at its Drug Medi-Cal Substance Use Disorder clinics in East, Central and West County for the period July 1, 2019 through June 30, 2020. Due to the late availability of the Drug Medi-Cal Waiver funds, the request for an amendment to increase the payment limit by \$677,325.38, was delayed and the contract expired before the amendment was processed. Ujima Family Recovery Services continued to provide outpatient treatment services at its Drug Medi-Cal Substance Use Disorder Clinics in East, Central and West County.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/08/2020** 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: September 8, 2020

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

By: Laura Cassell, Deputy

Contact: Suzanne Tavano, Ph.D,
925-957-5169

BACKGROUND: (CONT'D)

Behavioral Health Services Division Administration has therefore determined that Ujima Family Recovery Services is entitled to payment for the reasonable value of their services under the equitable relief theory of quantum meruit. That theory provides that where a person has been asked to provide services without a valid contract, and the provider does so to the benefit of the recipient, the provider is entitled to recover the reasonable value of those services.

CONSEQUENCE OF NEGATIVE ACTION:

Ujima Family Recovery Services will not be paid for services rendered in good faith to County patients.

CHILDREN'S IMPACT STATEMENT:

This Alcohol and Drug Abuse program supports the Board of Supervisors' "Families that are Safe, Stable, and Nurturing" community outcome by providing parenting education, stability, and safety for mothers (and their children) and pregnant women who are alcohol and drug dependent, while they are in substance abuse treatment. Expected outcomes include delivery of drug-free babies, decreased use of alcohol, tobacco and other drugs, reduction in the number of relapses, and creation of a sober social network.

ATTACHMENTS



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: September 8, 2020

Subject: Contract Amendment/Extension #25-085-1 with Bay Area Community Services, Inc.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract Amendment/Extension #25-085-1 with Bay Area Community Services, Inc., a non-profit corporation, to amend Contract #25-085, to increase the payment limit amount by \$2,053,968, from \$425,000 to a new payment limit not to exceed \$2,478,968 and to extend the termination date from July 31, 2020 to December 31, 2020, to operate Coronavirus Disease (COVID-19) housing in Richmond and Pittsburg for homeless individuals in Contra Costa County.

FISCAL IMPACT:

This Contract is funded by 49% by Federal Emergency Management Agency (FEMA), 29% Emergency Solutions Grant-COVID-19 (ESG-CV), 14% Cares Act funds and 8% COVID-19 Homeless Housing and Assistance Program (HHAP) funds.

BACKGROUND:

Contractor will operate COVID-19 isolation and non-isolation housing for homeless individuals at the SureStay Plus Hotel by Best Western at 915 W. Cutting Blvd. in Richmond and Motel 6 at 2101 Loveridge Road in Pittsburg.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/08/2020** 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: September 8, 2020

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

By: Laura Cassell, Deputy

Contact: Lavonna Martin,
925-608-6701

BACKGROUND: (CONT'D)

Contractor will provide staffing twenty-four (24) hours a day, seven (7) days a week which includes, but is not limited to, the following services; coordinate admissions and exits, coordinate meal services, provide onsite wellness checks and ensure individuals have their basic needs met with clothes, food, and hygiene supplies.

On April 14, 2020, the Board of Supervisors approved Contract #25-085 with Bay Area Community Services, Inc. to operate COVID-19 isolation housing for homeless individuals in Contra Costa County for the period from April 1, 2020 through July 31, 2020.

Approval of Amendment/Extension #25-085-1 will allow the Contractor to provide additional COVID-19 housing through December 31, 2020.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, County's homeless individuals will not receive additional housing during the COVID-19 pandemic, further putting the community at risk.



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: September 8, 2020

Subject: Payment for Services Provided by Cardionet, LLC

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Auditor-Controller, or designee, to pay \$51,096 to Cardionet, LLC, a limited liability company, for the provision of cardiac monitoring services at Contra Costa Regional Medical Center (CCRMC) and Contra Costa Health Centers for the period February 1, 2019 through October 31, 2019.

FISCAL IMPACT:

This Contract is funded 100% by Hospital Enterprise Fund I.

BACKGROUND:

On October 23, 2018, the Board of Supervisors approved Contract #26-784-7 with Cardionet, LLC, for the provision of cardiac monitoring services at CCRMC and Contra Costa Health Centers for the period from November 1, 2018 through October 31, 2019.

The Contractor provided Cardio Key services for the period February 1, 2019 through October 31, 2019 as a convenience to the patient, which exceeded the payment limit by \$51,096.

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/08/2020** 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: September 8, 2020

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

By: Laura Cassell, Deputy

Contact: Jaspreet Benepal,
925-370-5100

BACKGROUND: (CONT'D)

Therefore, the County has determined that Cardionet, LLC is entitled to payment for the reasonable value of their services under the equitable relief theory of quantum meruit. That theory provides that where a person has been asked to provide services without a valid contract, and the provider does so to the benefit of the recipient, the provider is entitled to recover the reasonable value of those services.

CONSEQUENCE OF NEGATIVE ACTION:

If this request is not approved, Cardionet, LLC will not be paid for services provided at CCRMC and Contra Costa Health Centers outside of the contract payment limit rendered in good faith.

ATTACHMENTS



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: September 8, 2020

Subject: Contract #74-174-35 with Bi-Bett

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #74-174-35 with Bi-Bett, a non-profit corporation, in an amount not to exceed \$5,226,426, to provide substance use disorder prevention, treatment, and detoxification services, for the period from July 1, 2020 through June 30, 2021.

FISCAL IMPACT:

This Contract is funded by 29% Substance Abuse Treatment and Prevention Block Grant; 64% Federal Medi-Cal; 7% Assembly Bill 109. (Rate Increase)

BACKGROUND:

This Contract meets the social needs of County's population by providing specialized substance use disorder treatment services so that men and women, including women with children, are provided an opportunity to achieve and maintain sobriety and to experience the associated benefits of self-sufficiency, family reunification, cessation of criminal activity and productive engagement in the community. On July 30, 2019, the Board of Supervisors approved Contract #74-174-32, (as amended by Amendment Agreement #74-174-33) with Bi-Bett, to provide substance use disorder treatment services for County residents referred through the Behavioral Health Access Line, for the period from July 1, 2019 through June 30, 2020. Approval of Contract #74-174-35 will allow the Contractor to continue providing substance use disorder treatment services through June 30, 2021.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/08/2020** 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: September 8, 2020

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

By: Laura Cassell, Deputy

Contact: Suzanne Tavano, Ph.D,
925-957-5169

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, persons referred through the Drug Court, pregnant women, and other County clients will not receive drug abuse prevention, treatment, and testing services from this contractor.

CHILDREN'S IMPACT STATEMENT:

This Alcohol and Drug Abuse prevention program supports the Board of Supervisors' "Families that are Safe, Stable, and Nurturing" and "Communities that are Safe and Provide a High Quality of Life for Children and Families" community outcomes by providing individual, group, and family counseling; substance abuse education; rehabilitation support services; and substance abuse prevention services. Expected outcomes include increased knowledge about the impact of addiction; decreased use of alcohol, tobacco and other drugs; increased use of community-based resources; and increased school and community support for youth and parents in recovery.



**Contra
Costa
County**

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: September 8, 2020

Subject: Amendment #74-610-2 with WestCare California, Inc.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract Amendment Agreement #74-610-2 with WestCare California, Inc., a corporation, effective July 1, 2020, to amend Contract #74-610 to increase the payment limit by \$291,285, from \$2,028,824 to a new payment limit of \$2,320,109, with no change in the term of October 1, 2019 through September 30, 2020.

FISCAL IMPACT:

This Amendment is funded by 54% Substance Abuse Treatment and Prevention Block Grant, and 46% Federal Medi-Cal. (No Rate increase)

BACKGROUND:

On November 5, 2019, the Board of Supervisors approved Contract #74-610, (as amended by Amendment Agreement #74-610-1) with WestCare California, Inc, for the provision of substance use disorder prevention, treatment, and detoxification services for Contra Costa County residents in West County, for the period October 1, 2019 through September 30, 2020. Approval of Contract Amendment Agreement #74-610-2 will allow the Contractor to provide additional substance use disorder prevention, treatment, and detoxification services through September 30, 2020.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/08/2020** 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: September 8, 2020

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

By: Laura Cassell, Deputy

Contact: Suzanne Tavano Ph.D,
925-957-5169

CONSEQUENCE OF NEGATIVE ACTION:

If this amendment is not approved, County patients will not receive additional substance use disorder prevention and treatment services from the Contractor's facility.



**Contra
Costa
County**

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: September 8, 2020

Subject: Contract #74-601-2 with Center Point, Inc.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #74-601-2 with Center Point, Inc., a non-profit corporation, in an amount not to exceed \$752,166 to provide drug abuse prevention and treatment services for Contra Costa County adults with co-occurring substance abuse and mental disorders, for the period from July 1, 2020 through June 30, 2021.

FISCAL IMPACT:

This Contract is funded by 90% Federal Drug Medi-cal 2% Substance Abuse Prevention and Treatment Block Grant Perinatal and 8% Assembly Bill 109.

BACKGROUND:

This Contract meets the social needs of County's population by providing specialized substance abuse treatment and prevention programs to help clients to achieve and maintain sobriety and to experience the associated benefits of self-sufficiency, family reunification, cessation of criminal activity and productive engagement in the community.

On July 30, 2019, the Board of Supervisors approved Contract #74-601, (as amended by Amendment Agreement #74-601-1) with Center Point Inc. to provide drug abuse prevention and treatment services for adults with co-occurring substance abuse and mental disorders, for the period from July 1, 2019 through June 30, 2020.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/08/2020** 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: September 8, 2020

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

By: Laura Cassell, Deputy

Contact: Suzanne Tavano, Ph.D,
925-957-5169

BACKGROUND: (CONT'D)

Approval of Contract #74-601-2 will allow the Contractor to continue providing drug abuse prevention and treatment services through June 30, 2021.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, County's Clients will not receive substance abuse treatment from Contractor, resulting in an overall reduction of services to a community at risk for incarceration.



**Contra
Costa
County**

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: September 8, 2020

Subject: Amendment #24-979-40 with Addiction Research and Treatment, Inc.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract Amendment Agreement #24-979-40 with Addiction Research and Treatment, Inc., a corporation, effective July 1, 2020, to amend Contract #24-979-39 to increase the payment limit by \$185,940, from \$5,733,096 to a new payment limit of \$5,919,036, with no change in the term of July 1, 2020 through June 30, 2021.

FISCAL IMPACT:

This Amendment is funded by 50% Federal Drug Medi-Cal and 50% State Drug Medi-Cal. (No Rate increase)

BACKGROUND:

On July 14, 2020, the Board of Supervisors approved Contract #24-979-39 with Addiction Research and Treatment, Inc., for the provision of methadone treatment services through its Methadone Maintenance Clinics Program (Medi-Cal Drug Abuse Treatment Services) in East and West County, for the period from July 1, 2020 through June 30, 2021.

Approval of Contract Amendment Agreement #24-979-40 will allow the Contractor to provide additional methadone maintenance services through June 30, 2021.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/08/2020** 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: September 8, 2020

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

By: Laura Cassell, Deputy

Contact: Suzanne Tavano Ph.D,
925-957-5169

CONSEQUENCE OF NEGATIVE ACTION:

If this amendment is not approved, County patients will not receive additional drug abuse prevention and treatment services from the Contractor's facility.



**Contra
Costa
County**

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: September 8, 2020

Subject: AUTHORIZE and RATIFY a Permit to Enter and Release of Liability Agreement executed by the County Administrator in response to the COVID-19 Emergency

RECOMMENDATION(S):

AUTHORIZE and RATIFY the execution of a Permit to Enter and Release of Liability Agreement with City of Richmond for the use of a portion of a City-owned parking lot at the corner of Barrett Avenue and 25th Street in Richmond as a COVID-19 testing site at no cost to the County, from August 17, 2020, through December 31, 2020, with the option of extending on a month-to-month basis thereafter.

FISCAL IMPACT:

There is no fiscal impact for this action.

BACKGROUND:

The County has entered into a Permit to Enter and Release of Liability Agreement with the City of Richmond to use a portion of a City-owned parking lot at the corner of 25th Street and Barrett Avenue in Richmond as a COVID-19 testing site. Currently, the site accepts appointments and walk-in patients. In September, the County will add drive-through service, allowing the location to test as many as 400 people per day.

The County's Health Officer has determined that accessible, timely testing is critical to reduce transmission of the virus and to protect the community.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/08/2020** 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: September 8, 2020

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

By: Laura Cassell, Deputy

Contact: Eric Angstadt,
(925)335-1009

cc:

BACKGROUND: (CONT'D)

The County has activated the Emergency Operations Center (EOC) and several Department Operations Centers (DOC) to assist in the response to the pandemic. Those operations centers are the hub for procurement and distribution of services and equipment necessary to respond to the emergency. In support of this, the County Administrator, in his capacity of Administrator of Emergency Services (County Code Section 42-2.602) issued an emergency blanket purchase order in the amount of \$20 million on Friday, March 20, 2020 for the procurement of services and supplies necessary to facilitate the COVID-19 response within the County. The Board of Supervisors subsequently ratified the County Administrator's action on March 31, 2020. Similarly, the County Administrator has entered into several agreements, including service contracts, license agreements and leases to support the activities responding to COVID-19. The first set of such contracts was ratified by the Board on April 14, 2020 (Agenda Item No. C.22). The second set was approved by the Board of Supervisors on April 28, 2020. The third set was approved by the Board of Supervisors on May 12, 2020 (Agenda Item No. C.60). The fourth set was approved by the Board of Supervisors on June 2, 2020 (Agenda Item No. C.28). The fifth set was approved by the Board of Supervisors on August 11, 2020 (Agenda Item No. C.49).

CONSEQUENCE OF NEGATIVE ACTION:

Not ratifying the emergency actions taken in response to the COVID-19 emergency to establish this testing site in Richmond would result in the use of the testing site being discontinued.

ATTACHMENTS



Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: September 8, 2020

Subject: Contract with La Roza Construction, Inc., a California Corporation, Countywide.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract with La Roza Construction, Inc., a California Corporation, in an amount not to exceed \$2,000,000, to provide on-call maintenance, repair and construction services, for the period September 8, 2020 through August 31, 2023, Countywide.

FISCAL IMPACT:

Facilities Maintenance Budget (100% General Fund)

BACKGROUND:

Public Works Facilities Services is responsible for maintenance, repairs and small construction for all County buildings and facilities. Original bid on BidSync #2003-396, La Roza Construction, Inc., was one of three lowest, responsive and responsible vendors awarded for this work.

Government Code Section 25358 authorizes the County to contract for maintenance and upkeep of County facilities. Facilities Services is requesting a contract with La Roza Construction, Inc., to be approved for a period covering the next three years.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, Facilities Services may not be able to respond to repair requests in a timely manner.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/08/2020** 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: September 8, 2020

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

By: Stacey M. Boyd, Deputy

Contact: Kevin Lachapelle, (925)
313-7082

cc:



**Contra
Costa
County**

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: September 8, 2020

Subject: Correct Board Order Item #C.125 with Sharjo, Inc. (dba Service Master Restoration Services)

RECOMMENDATION(S):

APPROVE clarification of Board action of July 14, 2020 (C.125) which authorized the Health Services Director to execute a Board Order to pay Sharjo, Inc. (dba Service Master Restoration Services), a corporation, for services provided to the County, to correct the dates of the services provided from June 11, 2019 through June 13, 2019 and October 28, 2019 through November 8, 2019 to reflect the intent of the parties in which the period of payment for services provided should read, for the period from June 1, 2019 through November 30, 2019.

FISCAL IMPACT:

This Contract is funded 100% by Hospital Enterprise Fund I

BACKGROUND:

In November 2018, the County Administrator approved and the Purchasing Services Manager executed Contract #76-624 with Sharjo, Inc. (dba Service Master Restoration Services), to provide emergency restoration services to resolve emergency events requiring immediate assistance at Contra Costa Regional Medical Center (CCRMC) and Contra Costa Health Centers for the period December 1, 2018 through November 30, 2019. The Contractor met the Contract payment limit of \$99,000

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/08/2020** 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: September 8, 2020

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

By: June McHuen, Deputy

Contact: Jaspreet Benepal,
925-313-6104

BACKGROUND: (CONT'D)

and due to unforeseen emergency events occurring during the contract term additional services were required in the amount of \$143,099. The total billed for the contract term of period December 1, 2018 through November 30, 2019 was \$242,099, exceeding the contract payment limit by \$143,099.

The Contractor is entitled to payment for the reasonable value of its services under the equitable relief theory of quantum meruit. That theory provides that where a contractor has been asked to provide services without a valid contract, and the contractor does so to the benefit of the County, the Contractor is entitled to recover the reasonable value of those services. The Contractor has provided services at the request of the County after the original contract payment limit had been reached. The Department cannot pay Contractor for services rendered that exceed the contract limits. As such, the Department recommends that the Board authorize the Auditor-Controller to issue a one-time payment not to exceed \$143,099 to Sharjo, Inc. (dba Service Master Restoration Services) for services provided for emergency events occurring June 1, 2019 through November 30, 2019.

CONSEQUENCE OF NEGATIVE ACTION:

If this correction is not approved, Contractor's dates of services provided outside the contract term will not be corrected, and Contractor will not be paid for services rendered.

ATTACHMENTS



Contra
Costa
County

To: Board of Supervisors
From: Robin Lipetzky, Public Defender
Date: September 8, 2020

Subject: Memorandum of Understanding between the Office of the Public Defender and National Legal Aid & Defender Association

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Public Defender, or designee, to execute a Memorandum of Understanding with National Legal Aid & Defender Association (NLADA) to define the responsibilities of NLADA, as the Project Sponsor, and the Public Defender's Office as the Project Host Site, including a cost share payment not to exceed \$4,000, for one (1) AmeriCorps VISTA member who will provide performance measurement and data analysis services for the period of August 27, 2020 through August 26, 2021.

FISCAL IMPACT:

There is a \$4,000 Host Site cost share payment to NLADA by the Office of the Public Defender. (100% Public Defender General Fund)

BACKGROUND:

NLADA is the fiscal agent and administrator of a grant from the Corporation for National & Community Service. This grant allows NLADA to assign one VISTA member to the Public Defender's Office. The VISTA member, who will be recruited by the Public Defender's Office, will help the office modernize its approach to evidence based practices, data management, and community partnerships. This will include measuring the impact of AB-109 funded programs and assisting in the development of data systems and analytics to track and measure outcomes in a variety of areas such as immigration, racial and ethnic disparities, and connecting clients with substance use disorder treatment programs.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/08/2020** 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: September 8, 2020

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

By: June McHuen, Deputy

Contact: Joanne Sanchez,
925-335-8065

cc:

CONSEQUENCE OF NEGATIVE ACTION:

If this Memorandum of Understanding is not approved, the Office of the Public Defender would not be eligible to receive the services of the VISTA member or benefit from the expertise of the VISTA member in the areas of data and analytics as it relates to the Public Defender's Office's community-oriented programs.



Contra
Costa
County

To: Board of Supervisors
From: FAMILY & HUMAN SERVICES COMMITTEE
Date: September 8, 2020

Subject: Approve Needle Exchange Program Needs-Based Model

RECOMMENDATION(S):

APPROVE Needle Exchange Update Report as recommended by the Family and Human Services Committee and AUTHORIZE Public Health to Administer Needle Exchange Program as a needs-based model.

FISCAL IMPACT:

Approval of this needs-based model would result in an additional annual cost of 25,000 (County General Fund).

BACKGROUND:

In 2006, the Board of Supervisors directed the Health Services Director, or designee, to annually report to the Board of Supervisors on the status of the clean needle and syringe exchange project.

On June 22, 2020, the Family and Human Services Committee received and approved the annual report, which included a cost modification to adopt a more effective needs-based model of service.

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/08/2020** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
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ATTESTED: September 8, 2020

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

By: June McHuen, Deputy

Contact: Dan Peddycord,
(925)313-6712

cc:

ATTACHMENTS

2020 NEEEX Program Modification

Family and Human Services Annual NEEEX Program
Report

RECOMMENDATIONS

- 1) Direct the Health Services Department to continue to support and monitor sterile needle exchange services and adopt a modified “needs-based” distribution exchange model with built in incentives to return used needles.
- 2) Increase current Board of Supervisor funding of Syringe Exchange Program (SEP) from \$72,000 to \$97,000 to support the modified needs-based distribution model.

GLOSSARY

Terms currently used to discuss needle exchange services include:

- Sterile needle/syringe *instead* of clean needle/syringe
- Used needle/syringe *instead* of dirty needle/syringe
- People who inject drugs (PWID) *instead* of Injection Drug Users (IDUs)
- One-for-one exchange model involves exchanging one sterile needle/syringe for a used one; the individual cannot get any additional needles/syringes.
- Needs-based exchange model is less restrictive and allows individuals to receive as many needles/syringes as they self-report using in a given day, without regard to the number of needles and syringes returned. This model increases opportunity for PWID to always have a sterile needle on hand.

SUMMARY

In 2006, the Contra Costa Board of Supervisors:

- Terminated the local State of Emergency first declared on December 14, 1999;
- Authorized the Health Services Department to administer a “clean needle and syringe exchange project” pursuant to Health and Safety Code section 121349 et seq; and
- Directed the Health Services Director to support a “one-for-one” sterile needle exchange model (i.e. one sterile needle in exchange for a used needle).



BACKGROUND ON ACCESS TO CLEAN NEEDLES TO REDUCE TRANSMISSION

The California Department of Public Health (CDPH) reports that of the 136,566 people living with HIV/AIDS in California in 2018, 6% identified their risk for HIV as IDU.¹ The CDPH Office of Viral Hepatitis reports that transmission of hepatitis C is primarily through sharing needles, syringes or other drug injection equipment. Lack of access to new, sterile injection equipment is one of the primary risk factors that may lead to sharing of hypodermic needles and syringes, which puts people who inject drugs at high risk for HIV, HCV, and Hepatitis B infection.²

Needle exchange has been an essential component of Contra Costa's strategy to reduce HIV transmission attributed to IDU since 1999, when the program operated under the Board's declaration of a State of Emergency to authorize needle exchange services. Health and Safety Code Section 121349.3 removed the requirement for a Declaration of Emergency and current regulations now require only that needle exchange information be provided at an open meeting of the authorizing body every two years.

In April 2020, CDPH updated their Guidelines for Syringe Exchange Programs Funded by the California Department of Public Health Office of AIDS and addressed the need to move away from the one-for-one model:

“Restrictive syringe access policies such as variations on one-for-one exchange or the imposition of limits on the number of syringes participants may acquire per transaction are not supported by public health evidence and may impose harm upon SEP participants. This recommendation follows the U.S. Public Health Service guidance that advises people who inject drugs to use a new, sterile needle and syringe for each injection.³ This Issue Brief does not supersede legal requirements for SEP operation established in California state laws or by county or municipal laws.”⁴

The guidelines also contain guidance to encourage syringe collection and disposal policies and procedures that:

- a. Encourage program participants to return used syringes to the program, and/or to dispose of them properly;
- b. Collect sharps waste in such a way as to minimize direct handling by program staff, volunteers and clients. Returned syringes should not be individually counted.

¹ <https://www.cdph.ca.gov/>

https://www.cdph.ca.gov/Programs/CID/DOA/CDPH%20Document%20Library/California_HIV_Surveillance_Report2018.pdf

² <https://www.cdph.ca.gov/Programs/CID/DCDC/CDPH%20Document%20Library/2018-Chronic-HCV-Surveillance-Report-Exec-Summary.pdf>

³ CDC. (1997). Health Resources and Services Administration, National Institute on Drug Abuse and Substance Abuse and Mental Health Services Administration. HIV prevention bulletin: Medical advice for persons who inject illicit drugs. Retrieved May 29, 2016.

⁴ https://www.cdph.ca.gov/Programs/CID/DOA/CDPH%20Document%20Library/Guidelines%20for%20SEPs_ADA.pdf



The number of returned syringes may be calculated through recording volume or weight of returned sharps containers, or through other methods that avoid direct handling of sharps waste.

HIV Education Prevention Project of Alameda County (HEPPAC) is the subcontractor that has been providing sterile needle exchange services in Contra Costa County since July 2013 when they took over the contract previously held by the late Bobby Bowen.

Since needle exchange services began in Contra Costa County, the one-for-one model (one used needle in exchange for one sterile needle) has been in place. However, State and Federal guidelines are now supporting the “needs-based” exchange model which provides each individual who injects drugs with a new, sterile needle and syringe for each injection. The number of new, sterile needles and syringes each client receives is based on self-reported daily use, despite the number of used needles a client brings back to the exchange site. As a *modified version* of this model, HEPPAC would include incentives for clients to bring back their used needles by giving them verbal praise, additional bio buckets, and when available, a \$5 voucher for a Subway sandwich. HEPPAC staff report that verbal praise is the most useful strategy, since they let clients know how important their efforts are in keeping used syringes from littering shared, public spaces. In the modified needs-based model, HEPPAC staff would also place a cap on the number of sterile needles and syringes to be received by each client based on their historical use. For example, if a client reports needing 25 needles per day and is given 350 needles for a two-week period, but at their next exchange encounter they report needing two or three times more needles, they will only receive their usual allotment of 350 needles. This example only applies to individuals exchanging for themselves and does not apply to individuals exchanging for themselves and others (secondary exchangers). HEPPAC has a demonstrated ability of getting to know their clients and their use habits, as well as documenting all of their exchanges. Therefore, creating and enforcing a cap will not be problematic for HEPPAC staff.

HEPPAC is ready and willing to change from the one-for-one model to a modified needs-based model for the following reasons:

- The modified needs-based model follows public health best practices: it aligns with recommendations from the US Public Health Service and the Centers for Disease Control and Prevention.
- It has a history of successful implementation in Alameda County: HEPPAC has been operating a modified needs-based model in Alameda County for the last four years and they have successfully incentivized clients to return used needles.



- It reduces COVID-19 risk of transmission: during the COVID-19 response, it is best to offer PWIDs enough sterile needles and syringes to last a minimum of two weeks before they have to come back to the exchange site to get additional supplies (reducing their exposure to others in the community).
- It makes better economic sense: economic studies have predicted that SEPs could prevent HIV infections among clients, their sex partners, and offspring at a cost of about \$13,000 per infection averted. This is significantly less than the lifetime cost of treating an HIV-infected person, which is estimated to be \$385,200.⁵
- It reduces risk of HIV transmission: The National Institutes of Health Consensus Panel on HIV Prevention stated, "An impressive body of evidence suggests powerful effects from needle exchange programs....Studies show reduction in risk behavior as high as 80 percent, with estimates of a 30 percent or greater reduction of HIV in IDUs."⁶

In order to make the shift from the current one-for-one to the modified needs-based distribution model, HEPPAC will need a modest augmentation to their budget to cover the costs of additional needles and other harm reduction supplies. The current yearly amount approved by the Board of Supervisors for needle exchange services is \$72,000, and an additional \$25,000 would be needed to provide services using the modified needs-based model in Contra Costa County.

⁵ Cohen, D.A., Wu, S-Y., Farley, T.A. Cost-effective allocation of government funds to prevent HIV infection. Health Affairs 2005; 24:915-926.

⁶ National Institutes of Health. Consensus development statement. Interventions to prevent HIV risk behaviors, February 11-13,1997;7-8.



RECOMMENDATIONS

- 1) Accept this report on needle exchange as part of the comprehensive prevention program to reduce transmission of HIV in Contra Costa County.
- 2) Direct the Health Services Department to continue supporting and monitoring sterile needle exchange services and adopt a modified “needs-based” distribution exchange model with built-in incentives to return used needles (see document titled “Needle Exchange Recommendation to Change Model for Family & Human Services Committee”).

GLOSSARY

Terms currently used to discuss needle exchange services include:

- Sterile needle/syringe *instead* of clean needle/syringe.
- Used needle/syringe *instead* of dirty needle/syringe.
- People who inject drugs (PWID) *instead* of Injection Drug Users (IDUs).
- One-for-one exchange model* involves exchanging one sterile needle/syringe for a used one, the individual cannot get any additional needles/syringes.

SUMMARY

In 2006, the Contra Costa Board of Supervisors:

- Terminated the local State of Emergency first declared on December 14, 1999.
- Authorized the Health Services Department to administer a clean needle and syringe exchange project pursuant to Health and Safety Code section 121349 et seq; and
- Directed the Health Services Director to annually report to the Board on the status of the clean needle and syringe exchange project.

This report satisfies State regulatory requirements to maintain needle exchange services in Contra Costa and covers the period of July 1, 2017 to June 30, 2019.

As of December 2018, 2,756 individuals are living with HIV or AIDS in Contra Costa. Between 2016 and 2018, the percentage of people living with HIV and identifying injection drug use (IDU) as the mode of transmission has dropped from 8% of all those living with HIV to 7%. In addition, we are pleased to report that the percentage of those newly infected with HIV in 2017/2018 identifying IDU as the mode of transmission remained roughly the same as in previous years (3% in 2016 and 3.2% in 2017/2018). This speaks in large part to the importance of having accessible, weekly needle exchange services in Contra Costa County.

In our county, needle exchange services are provided through a contract with the HIV Education and Prevention Project of Alameda County (HEPPAC). The Health Department provides an annual amount of \$72,000 from County General Funds to support the weekly operation of needle exchange services in West and East County. While there has been a drop in the number of individuals served, there has been an increase in referrals to health and supportive services and distribution of Narcan, an opioid overdose reversal medication, in these past two fiscal years.

Neither needle exchange nor legislative changes allowing pharmacies to dispense syringes without a prescription have had any apparent negative effect on residents, businesses, or law enforcement in Contra Costa. The availability of needle exchange as part of a comprehensive continuum of services for injection drug users continues to be a necessary public health measure to reduce transmission of blood borne diseases in Contra Costa.

BACKGROUND ON ACCESS TO CLEAN NEEDLES TO REDUCE TRANSMISSION

The California Department of Public Health (CDPH) reports that of the 136,566 people living with HIV/AIDS in California in 2018, 6% identified their risk for HIV as IDU.¹ Further, the CDPH Office of Viral Hepatitis reports that transmission of hepatitis C is primarily through sharing needles, syringes or other drug injection equipment. Lack of access to new, sterile injection equipment is one of the primary risk factors that may lead to sharing of hypodermic needles and syringes, which puts people who inject drugs at high risk for HIV, HCV, and Hepatitis B infection.²

Needle exchange has been an essential component of Contra Costa's strategy to reduce the transmission of HIV attributed to IDU since 1999, when the program operated under the Board's declaration of a State of Emergency to authorize needle exchange services. Health and Safety Code Section 121349.3 removed the requirement for a Declaration of Emergency and current regulations now require only that needle exchange information be provided at an open meeting of the authorizing body every two years.

From 2005-2010, Contra Costa participated in a statewide Disease Prevention Demonstration Project (DPDP) to assess the potential to reduce transmission of HIV by increasing access to sterile needles and syringes. The project evaluation showed lower injection-related risks among people who inject drugs in those counties with syringe exchange programs. Additionally, evaluators of the pilot project found lower levels of unsafe discard of used syringes, no increase in the rate of accidental needle-stick injuries to law enforcement and no increase in rates of drug use or drug-related crime.³

¹ <https://www.cdph.ca.gov/>

https://www.cdph.ca.gov/Programs/CID/DOA/CDPH%20Document%20Library/California_HIV_Surveillance_Report2018.pdf

² <https://www.cdph.ca.gov/Programs/CID/DCDC/CDPH%20Document%20Library/2018-Chronic-HCV-Surveillance-Report-Exec-Summary.pdf>

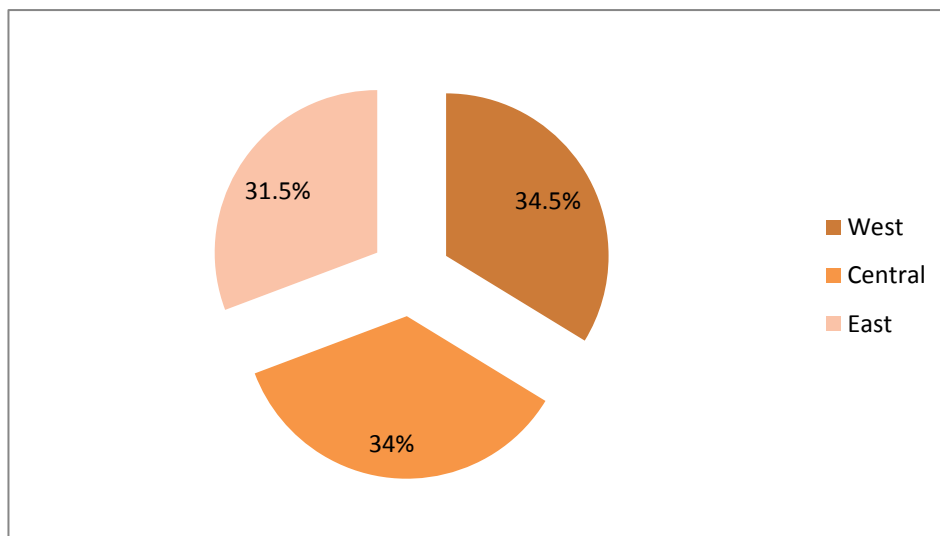
³ The full report of the evaluation can be accessed on the California Department of Public Health, Office of AIDS website <http://www.cdph.ca.gov/programs/Documents/SB1159StateReportFinal.pdf> -

As a result of the success of the DPDP, 2011 legislation expanded syringe access through pharmacies throughout the state. Assembly Bill (AB) 1743 (Ting, Chapter 331, Statutes of 2014) further expanded access in January 2015 by allowing customers to purchase and possess an unlimited number of syringes. Participating pharmacies must provide counseling and offer information on safe disposal.

REDUCING TRANSMISSION OF DISEASE

As of December 31, 2018, there were 2,756 individuals reported living with HIV (PLWH) in Contra Costa. Roughly 34% reside in Central County, 34.5% in West County, and 31.5% in East County.⁴

Chart 1: Distribution of all PLWH by Region in Contra Costa as of 12/31/2018



Of all PLWH in Contra Costa, 345 individuals (12%) identify injection drug use or injection drug use among men who have sex with other men as their mode of HIV transmission.⁵ Among new HIV infections in Contra Costa County, the majority of new cases are still attributed to male-to-male sexual contact (MMSC). Between July 1, 2017 and June 30, 2019, of the total new HIV cases (219), 158 (72%) were attributed to MMSC. In these two reporting years, the total number of cases attributed to IDU slightly decreased from 4% to 3%.

⁴ Data Use Agreement (DUA) Q2 2018

⁵ Data from 2018 Data Use Agreement (DUA) Data, Q2 2018.

MATERNAL TRANSMISSION

It often takes two or three months for an accurate diagnosis of HIV or AIDS in a newborn since a positive test at birth may reflect maternal antibodies and not HIV infection. Children with HIV have usual childhood infections more often and more severely than uninfected children and can also be susceptible to the same opportunistic infections as adults with HIV.

Of the 2,756 individuals living with HIV or AIDS in Contra Costa County in 2018, 19 are pediatric cases: the majority are now adults and 3 are children 12 years of age or younger. Identification and treatment of HIV-positive women in prenatal care is nearly universal, but we continue to encounter women who do not seek prenatal care prior to delivery. As an example, in 2016, Contra Costa County had one new case of maternally transmitted HIV. A comprehensive case review completed by the CCRMC Safety and Performance Improvement Committee found that while the woman accessed care quite late in pregnancy, through multiple providers, and was inconsistent in her follow up, several health care systems could have performed better to possibly prevent the tragic outcome. Systems changes were proposed and there have been no new subsequent maternal transmission cases reported. Mother and baby are both virally suppressed at this time.

HEPATITIS C

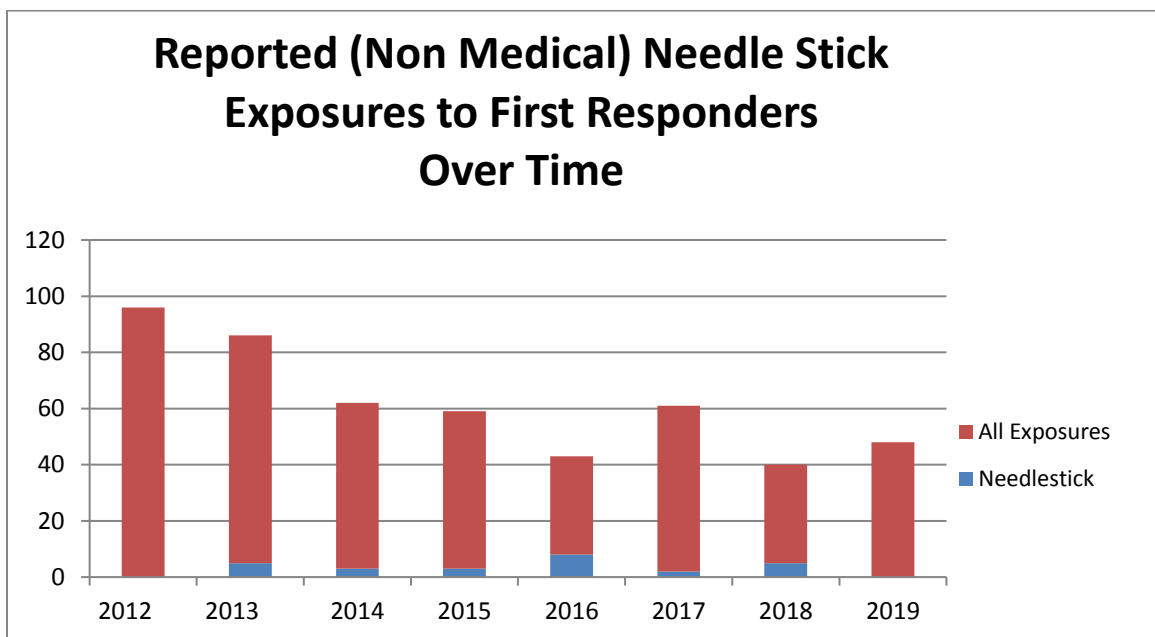
Hepatitis C infection (HCV) is largely attributed to the use of contaminated needles. Chronic HCV can lead to scarring of the liver, cirrhosis, liver failure and/or liver cancer. Across California the number of chronic Hepatitis C carriers continues to be unreliable due to variation in reporting capacities, changes in patient residences and the high volume of duplicated positive lab tests. Consequently, in Contra Costa the Acute Communicable Disease (ACD) program reviews only a fraction of the reports and only follows extremely acute infections and those with a higher likelihood of yielding opportunities for contact intervention and transmission interruption.

EXPOSURE IMPACT ON LAW ENFORCEMENT AND FIRST RESPONDERS

Occupational exposure to needle stick injuries (Chart 2) for first responders remains low. The Communicable Disease Control Program has reviewed reports of exposures and is in the process of transitioning responsibility for most first responder exposure follow up back to the Occupational and Risk Management agencies of the respective departments. Communicable Disease Control remains available for consult as requested and printed materials are also available on our website at <http://cchealth.org/aids/syringe-exchange.php>.

Three of 35 exposures reported in 2018 were needle stick contacts and two out of 48 exposures reported in 2019 were needle stick contacts. Public Health has received no reports of subsequent HIV infection because of needle stick injury among law enforcement or first responders.

Chart 2: Reported (Non-Medical) Needle Stick Exposures to First Responders over Time



NEEDLE EXCHANGE SERVICES: July 1, 2017- June 30, 2019

All data below is supplied by the needle exchange contractor, HIV Education Prevention Project of Alameda County (HEPPAC). HEPPAC has provided services since 2012.

Needle exchange services in the region rely on a combination of county general funds and other funding secured by the contractor through foundations and other organizations. The budget funds portions of several staff salaries, including Community Health Promoters, a clerk, and the Harm Reduction Services Manager. The budget also funds supplies. HEPPAC’s service delivery and reporting continue to improve.

In FYs 2017/18 and 2018/19, HEPPAC continued to notice a drop in the number of clients exchanging needles in West Contra Costa County. While the total number of African American and Latino clients served increased from FY 16/17 to FY 18/19 as shown in Table 1, the total number of needles exchanged by these two subpopulations remained low. One reported observation from HEPPAC is that African Americans tend to take other harm reduction supplies (i.e. cookers, cotton, hygiene/wound care, etc.) instead of sterile needles. Another reason reported is that the physical site where services were being offered needed to be reevaluated to serve a higher percentage of African Americans who inject drugs. The agency responded by searching for new sites in the Richmond/San Pablo area by working with local “gate keepers” to increase utilization by word of mouth to their IDU peers. In late 2019, HEPPAC met with members of the African American Health Conductors to get information on which neighborhoods would be a best fit to restart needle exchange services. The group

decided that the Iron Triangle neighborhood offered the best opportunity to reach individuals who use drugs and come from the African American and Latino communities.

In East County the situation is different: Bay Point sites yield the highest volume of syringe exchanges in Contra Costa County. The average client utilizing East County is a Caucasian male between the ages of 40-49. As demonstrated in Table 1, the percentage of clients who identify as White increased by 24% from FY 17/18 to FY 18/19 and that population continues to be the majority of needle exchange clients in the current fiscal year. The Bay Point site also has identified an increase in the number of participants reporting use of prescription opioid pills, crushed and modified for injection. This trend is reflective of national trends and may be a contributing factor in accidental overdose deaths.

HEPPAC also reports a continuing increase in health and social services referrals from 941 in FY16/17 to 2,179 in FY7/18 and 3,676 in FY18/19. These service increases are attributable to HEPPAC's stronger linkages to health care providers, substance use treatment services, collaborative partnerships with other community agencies and other resources. In addition, in FY 2018/19, HEPPAC established a relationship with Contra Costa Healthcare for the Homeless (HCH) program and for a limited time offered needle exchange services co-located with HCH's Antioch Fulton Shipyard pop up clinic. This coincided with the temporary closure of HEPPAC's west county site. Once the exchange site in the Iron Tringle in Richmond was established, HEPPAC could no longer keep syringe exchange staff at the Antioch Fulton Shipyard site.

In Contra Costa County, the "one-for-one" syringe exchange model continues to be the core operating principle of needle exchange. However, individuals access services for themselves or exchange on behalf of others (these individuals are called "secondary exchangers"). Of the 1,683 individuals (contacts) served in FY 17/18, 1047 (58%) identified as male, 636 (42%) identified as female, and there were no individuals that identified as transgender. In FY 18/19 1559 (61%) identified as male and 974 (39%) identified as female, and there were no individuals that identified as transgender. In both reporting years, most contacts were served in East County. In FY 17/18 a total of 62% of the contacts were in East County and 38% in West County. In FY 18/19, a total of 56% of the contacts were in East County as compared to 44% in West County. This is vastly different that previous years where close 80% of contacts were served in East County. However, when focusing on needle exchange rates, there are vast differences when looking at region and race/ethnicity.

One important and often overlooked aspect of syringe exchange services programs is the actual disposal of used (formerly known as “dirty”) needles. HEPPAC’s one-for-one model assures that disposal of used needles occurs every week. Agency staff measure the number of used needles they dispose after every exchange by the size of the biohazard container they bring back to incinerate. HEPPAC uses containers that hold increments of 10, 50, 100, 250, 300, 1200 and 5,000 used syringes. They also provide these containers to clients to take home and bring back full to exchange. If clients bring used needles in other containers, the staff estimates based on the size compared to the biohazard containers. The collection and disposal of used needles occurs on a weekly basis and helps ensure that shared community spaces (i.e. playgrounds, parks, etc.) are free of used needles that may create a public health risk for county residents.

In this reporting period, West County residents exchanged a total of 10,074 used needles in FY 17/18 and 9,969 used needles in FY 18/19 as compared to East County residents that exchanged a total of 247,868 used needles in FY 17/18 and 236,344 in FY 18/19. There are also notable differences in needle exchange rates based on race and ethnicity. In FY 18/19 a total of 1,510 African American individuals were served at needle exchange sites as compared to 2,013 Whites. African American clients exchanged 18,519 used needles as compared to 177,794 by the White clients. Some reasons for the differences in exchange behaviors may be that White clients report exchanging needles for secondary users at a much higher rate than African American clients. In addition, the volume of White clients continues to grow in East County. Overall, the data reported by HEPPAC shows a continued shift toward increasing utilization at the East Contra Costa sites.

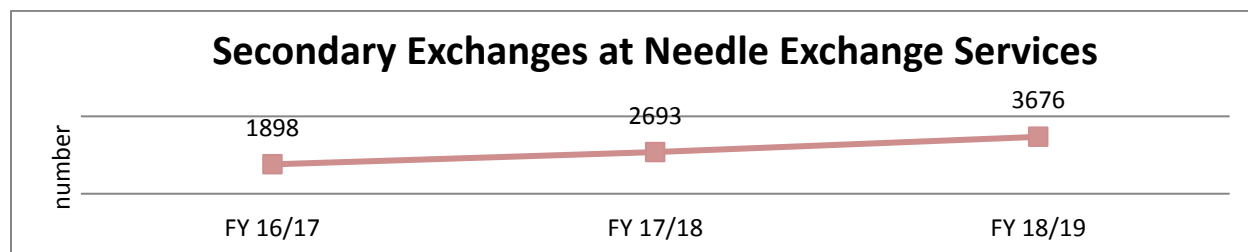
Table 1: Ethnicity Totals Over Time (Needle Exchange Program)

Ethnicity Totals Over Time			
	FY 16/17	FY17/18	FY 18/19
African American	85	541	969
White	769	871	1,142
Latino/Hispanic	103	207	346
Native American	2	10	4
Asian/Pacific Islander	4	22	40
Other	1	32	32
Total	964	1,683	2,533

Individuals accessing needle exchange (Chart 3) for themselves alone are reported as “Contacts”: the number may contain duplicates.

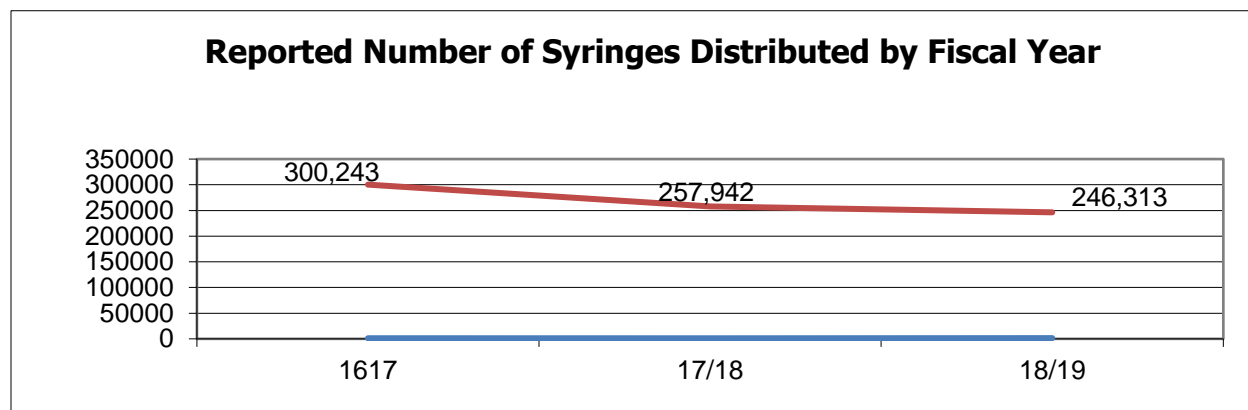
Exchanging syringes for others is called a secondary exchange. Individuals who exchange for others report the estimated number of individuals for whom they exchange syringes, summarized in Chart 3 below. The overall volume of secondary exchange increased in this reporting period as compared to previous years. Still, the number of secondary exchangers by race and region continues to be the same with White clients in East County accounting for the majority of secondary exchangers reported. Because secondary exchangers attend needle exchange more than once in a year their numbers are duplicated. The number of clients they exchange for is self-reported.

Chart 3: Secondary Exchanges at Needle Exchange Services



Finally, as seen in Chart 4, the total number of syringes exchanged over time has steadily decreased in the past three years.

Chart 4: Reported Number of Syringes Distributed by Fiscal Year



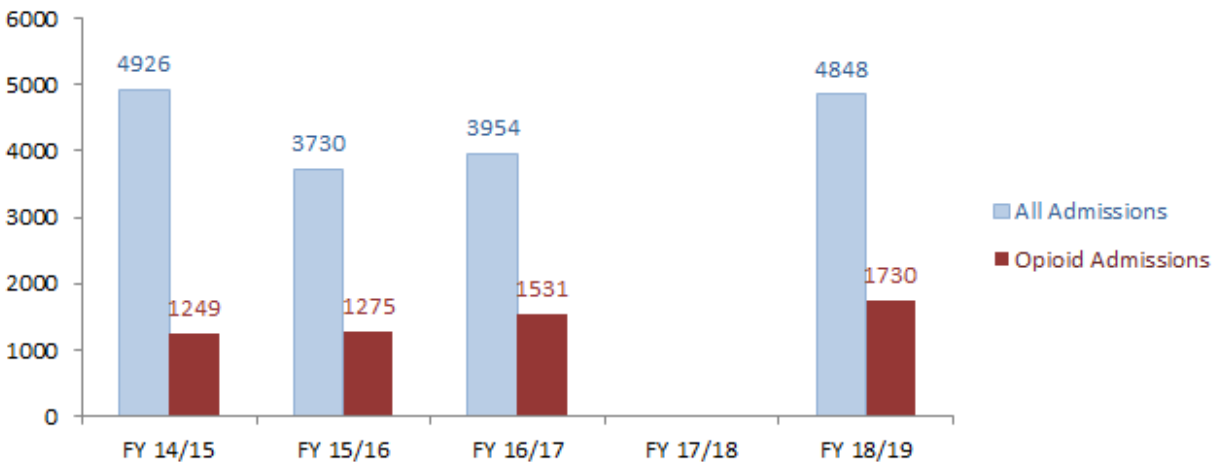
Between 2017-2019, HEPPAC participated in the HIV/AIDS and STD Program's Naloxone Grant Program by helping to distribute a total of 302 overdose prevention kits to individuals most likely to experience or witness opioid overdoses.

Overall, the agency is performing well and will continue to provide services in both East and West Contra Costa on a weekly basis. The Public Health program will continue to monitor service delivery in West County to both assess why the volume of clients has dropped off and determine if other steps are needed to increase performance.

ALCOHOL AND OTHER DRUG SERVICES

Admissions to AODS services (Chart 5) in Fiscal year 18-19 were up by 22.6% from the previous year. The increased enrollment is attributed to several factors, including an expansion of methadone treatment services due to increased admissions for opioid abuse treatment and increased access due to the Affordable Care Act. Admissions are not necessarily unduplicated individuals – one person may enter treatment multiple times during the year depending on the availability of treatment slots.

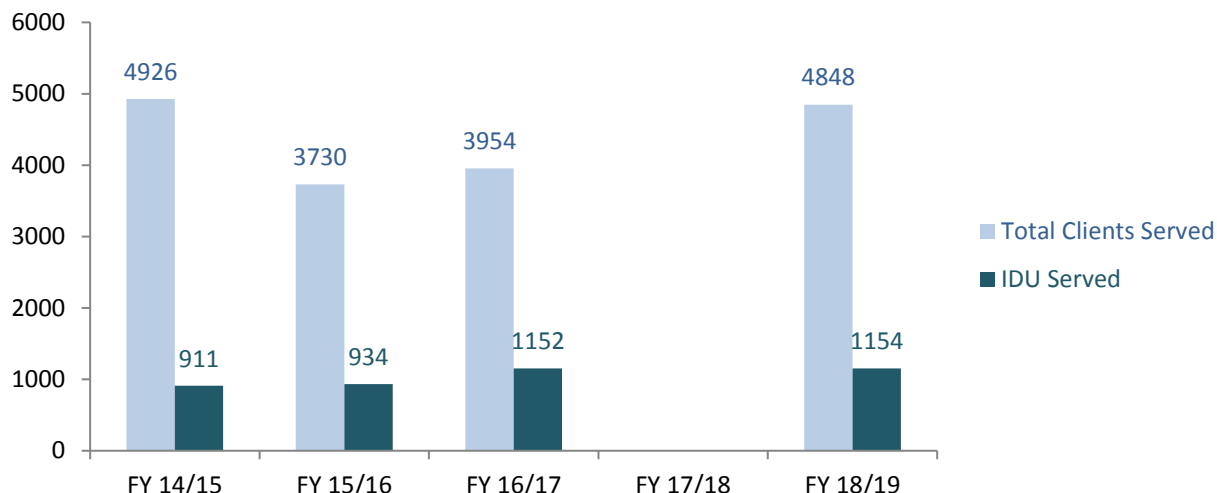
Chart 5: All AODS Admissions and Opioid-Related Admissions*



**Note: FY 17/18 data were not available in time for this report. They are in a different AODS system and request was delayed by COVID-19 response.*

Of the 4,848 admissions this past fiscal year, roughly 24% identified injection drug use behavior (Chart 6). The proportion of injection drug users to the overall population in AODS services has been similar year to year over the last several years: FY 15/16 (25%), FY 16/17 (28%), and FY 18/19 (24%).

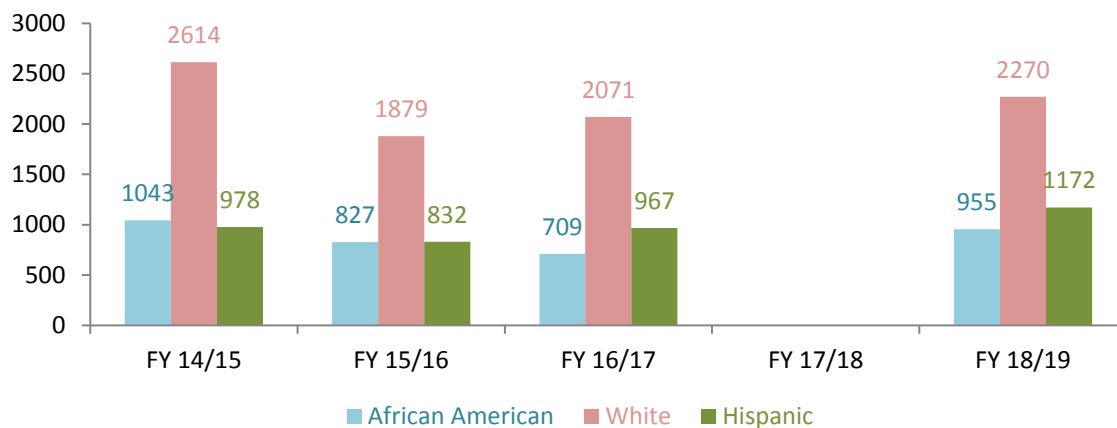
Chart 6: Total Clients Served and IDUs as a Proportion of all AOD Services*



*Note: FY 17/18 data were not available in time for this report. They are in a different AODS system and request was delayed by COVID-19 response.

As seen in Chart 7, the overall percentage of African Americans enrolled in services has increased from 19% of those served in 2017/2018 to 22% of those served in 2018/19. The percentage of Hispanics enrolled in services has remained relatively steady at roughly 27% of those served, and Whites comprise just over half the service enrollees.

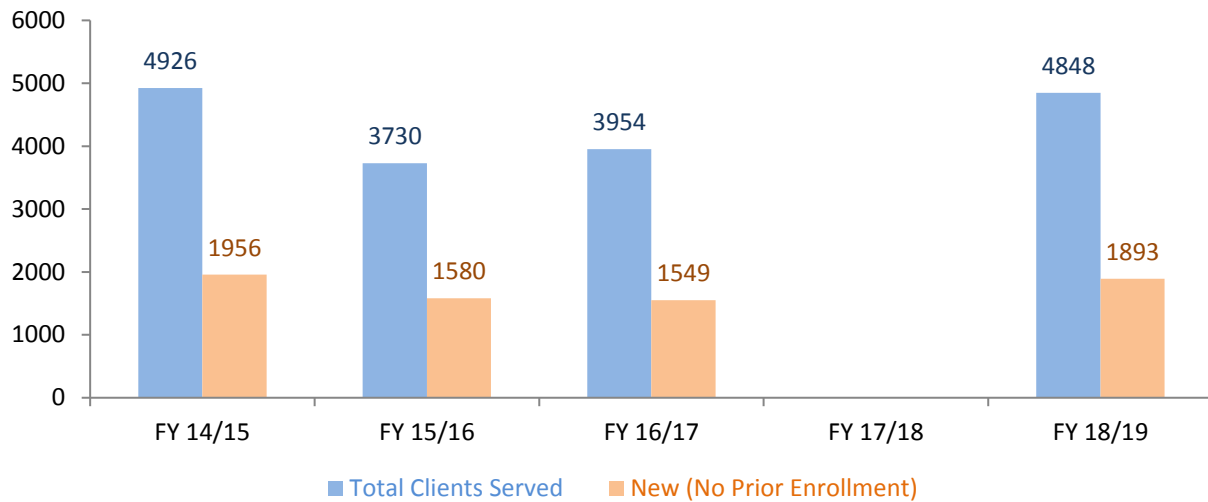
Chart 7: Enrollment in AODS Sites over Time by Primary Race/Ethnicity*



*Note: FY 17/18 data were not available in time for this report. They are in a different AODS system and request was delayed by COVID-19 response.

Nearly 40% of those served in FY 18/19 (Chart 8) are new enrollees.

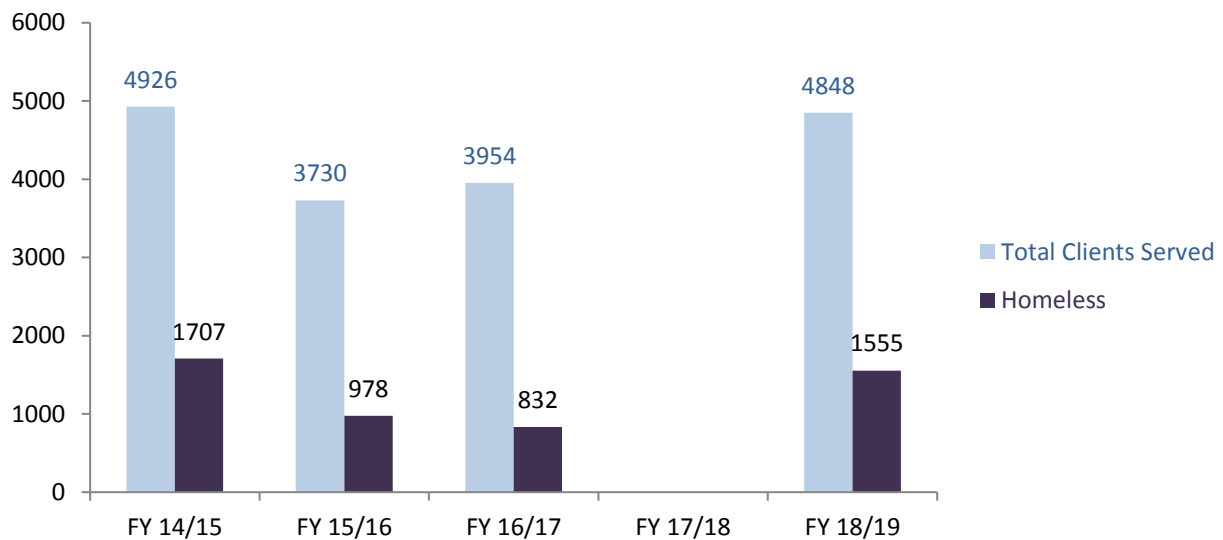
Chart 8: New Enrollees in AODS Services*



**Note: FY 17/18 data were not available in time for this report. They are in a different AODS system and request was delayed by COVID-19 response.*

Chart 9 shows a recent increase in enrollees who reported being homeless at the time of service initiation. In FY 2015/16, 26% reported being homeless, in FY 2016/17 21%, and in FY 2018/19, 32% of total clients enrolled reported being homeless.

Chart 9: Homeless Proportion of Enrollment in AOD Services*



**Note: FY 17/18 data were not available in time for this report. They are in a different AODS system and request was delayed by COVID-19 response.*

OTHER PREVENTION ACTIVITIES FOR INJECTION DRUG USE

Opioid Agonist Therapy

Recent research out of Stanford explored the most effective and cost-effective ways to combat HIV risk among injection drug users. As abuse of prescription opioids rises and as more individuals inject drugs like heroin, the risk of increased blood borne illnesses such as HIV and Hepatitis C also increases. Their investigation of HIV prevention programs for injection drug users revealed that opioid agonist therapy (OAT) options, most commonly methadone and buprenorphine maintenance therapies, are the most cost effective. OAT options can also be highly effective in helping people stop injecting drugs over time. They also found that combining prevention efforts such as needle-syringe exchanges, OAT, Pre-Exposure Prophylaxis (PrEP), and prevention and testing with high-risk negatives have higher rates of success than standalone interventions.⁶

Alameda & Contra Costa County Integrated HIV Prevention & Care Plan

Contra Costa County HIV/AIDS & STD program staff and Consortium members assisted in the development of the regional 2017 - 2021 Alameda & Contra Costa County Integrated HIV Prevention & Care Plan. The plan is used to evaluate care and prevention efforts in both counties. Key prevention components of the plan that focus on injection drug users include:

1. Through a collaboration involving the Oakland Transitional Grant Area (OTGA) Planning Council, the Contra Costa HIV Consortium, and the two county health departments, develop an **End of AIDS Action Plan** for the Oakland TGA that outlines steps to implement a collaborative, multidisciplinary campaign to end HIV in the two-county region, including ending new HIV infections, ending HIV-related deaths, and ending HIV related stigma.
2. Continually collect and report data on new HIV diagnoses in the OTGA, including breakdowns by ethnicity, gender, transmission category, and age.
3. Conduct ongoing needs assessments to identify emerging issues related to HIV infection and access to HIV education, testing, and other resources.
4. Deliver targeted, sustained, and evidence-based HIV prevention interventions that are appropriate for high-risk populations.
5. Support the development of expanded, tailored, HIV-related stigma reduction campaigns in English and Spanish that are aimed at specific, high-risk subpopulations and are developed in collaboration with consumers; that address stigma related to HIV, homophobia, and HIV risk behaviors; that incorporate cutting-edge social media approaches; and that contain sex-positive messages.
6. Utilize targeted social marketing, media, mobilization and condom distribution programs in English and Spanish to raise and sustain awareness of HIV risk.

⁶ <https://med.stanford.edu/news/all-news/2017/05/study-identifies-cost-effective-ways-to-combat-hiv-risk.html>

7. Ensure widespread, accessible, and well-publicized syringe distribution and syringe exchange services.

The Integrated HIV Prevention & Care Plan targets the highest risk populations including men who have sex with other men and injection drug users, for HIV prevention and care services. Needle exchange remains an integral component of the plan. In Contra Costa County, we anticipate continuing the use of County General Funds for needle exchange services to support the downward trend in HIV infections attributed to injection drug use. The current plan can be found on the Public Health website at <http://cchealth.org/aids>.

Data-to-Care Programs

Data-to-Care is a public health strategy that aims to use HIV and STD surveillance data to identify HIV-diagnosed individuals and those at highest risk for HIV not in care, link them to care, and support the HIV Care Continuum. In this reporting period, the HIV/AIDS & STD Program continued to offer two data-to-care interventions that prioritize high-risk individuals: 1) targeted outreach to individuals who have been recently diagnosed with an STD, including individuals who are co-infected with HIV and STDs, and 2) a PrEP Navigation Program for Contra Costa residents.

PrEP (pre-exposure prophylaxis) is the use of anti-retroviral medication to prevent acquisition of HIV infection. It is used by HIV-negative persons who are at high risk of being exposed to HIV through sexual contact or injection drug use. Studies have shown that PrEP reduces the risk of getting HIV from sex by about 99% when taken daily. Among people who inject drugs, PrEP reduces the risk of getting HIV by at least 74% when taken daily.⁷ At present, there are two medications with an FDA-approved indication for PrEP: tenofovir disoproxil fumarate-emtricitabine, which is available as a fixed-dose combination in a tablet called Truvada® and emtricitabine & tenofovir alafenamide tenofovir, which is available in a fixed-dose combination in a tablet called Descovy®. Both pills are once-daily prescription medicine for adults and adolescents at risk of HIV who weigh at least 77 pounds. Both medications are also commonly used in the treatment of HIV. The main difference is that Descovy® for PrEP is recommended to prevent HIV for people at risk through sex, **excluding people at risk through receptive vaginal sex**. Descovy has not yet been studied for HIV prevention for receptive vaginal sex, so it may not be appropriate for some people. PrEP should be considered part of a *comprehensive prevention plan* that includes adherence, risk reduction counseling, HIV prevention education and provision of condoms.

The Line List targeted outreach intervention consists of generating lists that are pulled from State and County surveillance systems. These line lists are focused on three high-risk populations: MSMs recently diagnosed with one or more STD, women of color (African American, Latinas, Asian/Pacific Islander, and multiracial women) recently diagnosed with one or more STD, and individuals co-infected with HIV and STD(s).

⁷ <https://www.cdc.gov/hiv/basics/prep.html>

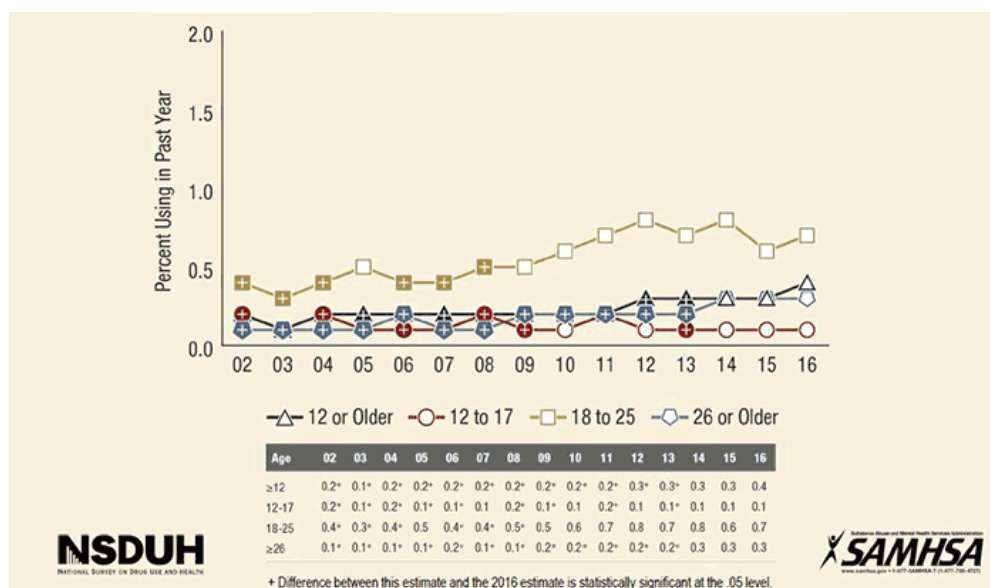
Trained Disease Intervention Technicians (DITs) call the individuals on the line lists and offer risk reduction services, partner services, and, in the case of people who do not have HIV, Pre-Exposure Prophylaxis (PrEP) navigation services. In this reporting period, DITs provided risk reduction services to a total of 881 individuals (729 HIV negative and 152 PLHIV).

OPIOID OVERDOSE

Opioids are medications that relieve pain. They reduce the intensity of pain signals reaching the brain, diminishing the effects of a painful stimulus. Medications that fall within this class include hydrocodone (e.g., Vicodin), oxycodone (e.g., OxyContin, Percocet), morphine (e.g., Kadian, Avinza), codeine, and related drugs. Hydrocodone products are the most prescribed for a variety of painful conditions, including dental and injury-related pain. Morphine is often used before and after surgical procedures to alleviate severe pain. Codeine is often prescribed for mild pain. In addition to their pain-relieving properties, some of these drugs—codeine and diphenoxylate (Lomotil) for example—can be used to relieve coughs or severe diarrhea.

Heroin is an opioid drug that is synthesized from morphine. In 2016, 948,000 Americans reported using heroin in the past year, a number that has been on the rise since 2007. The greatest increases in heroin use and are among individuals aged 18-25.⁸

Chart 10: Past Heroin Use among People Aged 12 or Older (2012-2016)



⁸ <https://www.drugabuse.gov/publications/research-reports/heroin/scope-heroin-use-in-united-states>

Data from 2011 showed that nearly 80% of Americans using heroin report misusing prescription opioids first, and it is estimated that about 23% of individuals who use heroin become dependent on it.⁹ Prescription opioid pain medications such as Oxycontin and Vicodin can have effects similar to heroin when taken in doses or in ways other than prescribed, and they are currently **among** the most commonly abused drugs in the United States.

In FY18/19, approximately 68% of IDUs served in AOD programs identified Heroin as their primary problem at admission, which is up from 60% in FY 16/17.

The California Department of Health reported 2,428 opioid-related overdose deaths in 2018, nearly half involving prescription opioids. This marks a 42% increase since 2012.¹⁰ In Contra Costa County, there were 81 opioid deaths in 2018 and 84 in 2019,¹¹ which is a marked increase from the 50 opioid overdose deaths reported in 2016.¹² All regions of the county have experienced fatal overdoses, emergency department visits, and hospitalizations due to opioid overdose.

Recognizing the life-saving effects of the opioid-overdose reversal drug naloxone, Senate Bill (SB) 833 (Chapter 30, Statutes of 2016) established a new Naloxone Grant Program within the California Department of Public Health (CDPH).¹³ The goal of the program was to reduce fatal overdoses by increasing access to naloxone nasal spray called Narcan.

In 2017-2019, the HIV/AIDS and STD Program administered the Naloxone Grant Program by distributing the county's 1,642 State-allotted doses to local community agencies with existing naloxone distribution systems and those working with individuals most likely to experience or witness opioid overdoses.

After this successful pilot program, the California Department of Health Care Services began providing free naloxone directly to organizations and entities.

⁹ <http://www.drugabuse.gov/publications/drugfacts/heroin>

¹⁰ <https://www.cdph.ca.gov/Programs/CCDC/DCDC/SACB/Pages/PrescriptionDrugOverdoseProgram.aspx>

¹¹ 2019 data is preliminary and may increase slightly.

¹² https://pdop.shinyapps.io/ODdash_v1/

¹³ <https://www.cdph.ca.gov/Programs/CCDC/DCDC/SACB/Pages/NaloxoneGrantProgram.aspx>

DISPOSAL

Contra Costa Environmental Health (CCEH) administers the Medical Waste Management Program for Contra Costa County and is the local enforcement and regulatory agency for Medical Waste Generators. CCEH issues permits and registers generators of medical waste, responds to complaints of abandoned medical waste on public property, and implements the Medical Waste Management Act (Part 14, C. 1-11 of the California Health and Safety Code). The agency web site maintains a list of frequently asked questions (FAQs) on syringe and needle disposal, a list of disposal sites in Contra Costa, a number of pamphlets describing the proper disposal of syringes and other medical waste, as well as links to state and other resources. Additional information can be found at <https://cchealth.org/eh/medical-waste/faq.php>.

<p>Contra Costa Regional Medical Center Sheriff's Substation - New 2500 Alhambra Ave., Martinez</p>	<p>Accepts all household pharmaceutical waste Open to all residents</p>	<p>Monday - Friday 8 a.m. – 5 p.m.</p>
<p>CCC Sheriff's Field Operations Building - New 1980 Muir Road, Martinez</p>	<p>Accepts all household pharmaceutical waste Open to all residents</p>	<p>Monday - Friday 8 a.m. – 5 p.m.</p>
<p>Walnut Creek City Hall - New 1666 North main Street, Walnut Creek</p>	<p>Accepts all household pharmaceutical waste Open to all residents</p>	<p>Monday - Friday 8 a.m. – 5 p.m.</p>
<p>West County Household Hazardous Waste Facility 101 Pittsburg Ave., Richmond</p>	<p>Accepts non-controlled household pharmaceutical waste Open to West County residents only</p>	<p>Thursday, Friday, and First Saturday of every month 9 a.m. - 4 p.m. (Closed 12 - 12:30 p.m. for lunch)</p>
<p>Delta Household Hazardous Waste Collection Facility 2500 Pittsburg - Antioch Highway, Pittsburg</p>	<p>Accepts non-controlled household pharmaceutical waste.</p>	<p>Thursday, Friday, and Saturday 9 a.m. - 4 p.m.</p>

Open to East County
residents only

Pharmaceutical Disposal

City Center Pharmacy Brentwood, Inc
50 Eagle Rock Way, Ste C
Brentwood, CA 94513

City of Clayton, Police Department, City Hall
6000 Heritage Trail, Clayton

City of Concord, Police Department
1350 Galindo Street, Concord

Town of Danville, Police Department
510 La Gonda Way, Danville

City of Martinez, Police Department, City Hall
525 Henrietta Street, Martinez

Town of Moraga, Police Department
329 Rheem Blvd., Moraga

City of Orinda, Police Department, City Hall
22 Orinda Way, Orinda

City of Pleasant Hill, Police Department
330 Civic Drive, Pleasant Hill

City of San Ramon, Police Department
2401 Crow Canyon Road, San Ramon

City of Walnut Creek, Police Department, City Hall
1666 North Main Street, Walnut Creek

City of Richmond, Police Department
1701 Regatta Blvd, Richmond

West County Wastewater District Office
2910 Hilltop Drive, Richmond

City of Pinole, Police Department
880 Tennent Avenue, Pinole

El Cerrito Recycling Center
7501 Schmidt Lane, El Cerrito

The Public Health HIV/AIDS and STD program has received no complaints from law enforcement, businesses, pharmacies, or community members regarding discarded syringes this year.

CONCLUSIONS:

1. **Access to sterile needles has made a difference** in Contra Costa and remains an important component of the overall strategy to reduce transmission of blood borne diseases.
2. **Law enforcement exposure** to potential blood borne pathogens via needle stick injury has not increased with the implementation of needle exchange and pharmacy sales. Materials for Law Enforcement to document potential exposure and request assistance are available on the website.
3. **The current one-for-one syringe exchange model needs to change to a modified needs-based model** to better serve Contra Costa residents who inject drugs during the COVID-19 response and beyond and to be aligned with Federal and State guidelines (see document titled “Needle Exchange Recommendation to Change Model for Family & Human Services Committee”).
4. **Needle exchange is a critical component and essential service** of Contra Costa’s HIV prevention strategy and should remain in effect until further notice. Needle exchange is also the primary strategy that addresses Contra Costa’s opioid epidemic by increasing naloxone access and linking people to substance use treatment programs.



**Contra
Costa
County**

To: Board of Supervisors
From: Kathy Gallagher, Employment & Human Services Director
Date: September 8, 2020

Subject: 2020 Community Services Block Grant Local Plan for CARES Act

RECOMMENDATION(S):

ACCEPT and APPROVE the Local Plan for Coronavirus Aid, Relief, and Economic Security (CARES) Act CSBG Supplemental Funding as recommended by the Employment and Human Services Director.

FISCAL IMPACT:

There is no fiscal impact for approving this Local Plan, but it is required for the County to receive a pass through of federal funding from California Department of Community Services and Development of about \$1,189,181, which was accepted in a separate Board action on July 28, 2020 (Item #C38). There is no County match for CARES Act funding.

BACKGROUND:

The Employment and Human Services Department (Department) received notification of supplemental CSBG funding from the California Department of Community Services and Development (CDCSD) on June 19, 2020. The Economic Opportunity Council reviewed and approved the Local Plan for CARES Act CSBG Supplemental Funding (Local Plan) on July 23, 2020. CDCSD requires that the Local Plan be approved by the Board of Supervisors.

As the County's Community Action Agency, the Department's Community Services

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/08/2020** 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: September 8, 2020

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

By: June McHuen, Deputy

Contact: Elaine Burres
608-4960

cc:

BACKGROUND: (CONT'D)

Bureau regularly receives CSBG funding to operate self-sufficiency programs under the advisement of the County's Economic Opportunity Council. The self-sufficiency programs have the goal of ameliorating poverty in Contra Costa County through programs that address housing, economic development, and food security. Examples of programs to receive funding include those that provide employment training, housing payment assistance, and food distribution.

This board order is to accept the Local Plan, which identifies effects in Contra Costa County. The Local Plan must be submitted to the CDCSD in order to receive the supplemental CSBG funds. The Local Plan certifies that the County will provide services and programs to individuals impacted by COVID-19 and ensure affiliated expenditures and outcome reporting are tracked separately and will not be duplicate counted.

CONSEQUENCE OF NEGATIVE ACTION:

Without funding, the Department will be hampered in its ability to operate self-sufficiency programs in the community and to establish partnerships with community based agencies and public organizations.

ATTACHMENTS

Local Plan for CARES Act CSBG Supplemental Funding

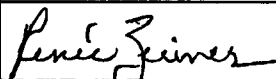
Local Plan for CARES Act CSBG Supplemental Funding

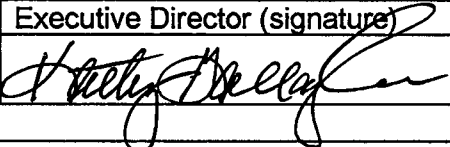
COVER PAGE AND CERTIFICATION

Agency Name:	Contra Costa County Community Action Partnership
Primary Agency Contact	Christina Reich
Title	Division Manager/CSBG Program Director
Phone	(925)266-0567
Email	creich@ehsd.cccounty.us
Secondary Agency Contact	Nancy Sparks
Title	Comprehensive Services Manager/CSBG Program Manager
Phone	(925)681-6308
Email	nsparks@ehsd.cccounty.us

Certification of CARES Local Plan

The undersigned hereby certifies that the local plan information submitted for CARES Act CSBG Supplemental Funding has been authorized by the governing body of this organization. By signing below, your agency certifies that it will continue to comply with all State and Federal Assurances and any other laws, rules, and/or statutes in the performance of the activities funded through this grant, as indicated in your agency's Community Services Block Grant (CSBG) 2020-2021 Community Action Plan (CAP). Additionally, by signing below, your agency certifies that it will provide applicable services and programs to individuals impacted by COVID-19 in your community, ensure CARES expenditure and outcome reporting are tracked separately, and ensure unduplicated counts are obtained.

Board Chair (printed name)	Board Chair (signature)	Date
Renee Zeimer		8/10/2020

Executive Director (printed name)	Executive Director (signature)	Date
Kathy Gallagher		8/14/2020

Plan Submitted By (printed name)	Date
Christina Reich	

Board Approved Plan On:

If plan was not approved by the governing board prior to submission, please indicate when the plan will be presented to the board*:

*Agencies will need to resubmit certification to CSD after obtaining board approval

CSD Use Only

Date Local Plan Received	Date Local Plan Approved	Accepted By

Local Plan for CARES Act CSBG Supplemental Funding

Each agency shall participate in the development and submission of a CARES Act CSBG Supplemental Funding Local Plan. The CARES Act CSBG Supplemental Funding Local Plan template is due to CSD no later than July 31, 2020. Please email your local plan to the CSBGDiv@csd.ca.gov inbox.

Below are helpful resources:

- [Local Plan Data](#)
- [Needs Assessment Data](#)
- [Employment Development Department Unemployment Insurance Information by County](#)

LOCAL PLAN

The following section is intended to assist your agency in identifying potential emerging needs due to COVID-19 and outlines some of the potential impact areas to your local community. The impact areas described may not apply to all communities; data is likely not readily available for all impact areas. Check the box that best represents your community. **If needed, use the "other" selection to provide any further explanation as it relates to the impact category described.**

Health impacts:

- Individuals over 65, especially those with underlying health conditions, have been shown to be at particular risk for severe health implications from COVID-19. Those in congregate settings (e.g. nursing homes) are a particular concern in this community.

This applies to this community

This does NOT apply to this community

Other – Please describe:

- Community health resources will be stretched thin as resources devoted to those sick with COVID-19 will limit resources available to others. Limited Intensive Care and other hospital services in this community would mean others NOT directly affected by COVID might lack access to care.

This applies to this community

This does NOT apply to this community

Other – Please describe:

Local Plan for CARES Act CSBG Supplemental Funding

- Behavioral health resources will need to be available in new and increased ways to deal with the many different stressors/traumas caused by the pandemic, especially its impact over an extended time period. Issues such as domestic violence, elder abuse, child abuse, drug abuse, suicide and other indicators of behavioral health issues are a particular concern in this community.

This applies to this community

This does NOT apply to this community

Other – Please describe:

- Nutrition for school-aged children previously accessing free/reduced breakfast, lunch, and snacks is impacted as many are now removed from that food source due to school closures.

This applies to this community

This does NOT apply to this community

Other – Please describe:

Employment impacts:

- Employment impacts of the pandemic have been immediate and profound. Anecdotal information as well as early data about unemployment claims from March and April confirm a significant emerging need in the area of employment.¹ Local indicators show that national patterns of unemployment are being seen in this community.

This applies to this community

This does NOT apply to this community

Other – Please describe:

¹ <https://www.brookings.edu/blog/the-avenue/2020/05/13/what-weekly-unemployment-claims-reveal-about-the-local-impacts-of-the-covid-19-recession/>

Local Plan for CARES Act CSBG Supplemental Funding

- Individuals in the health care field are at high-risk of exposure to COVID-19 and are under tremendous stress due to additional work hours and challenging work conditions. In particular many of those workers with close, frequent contact with vulnerable individuals are lower-wage individuals.²

This applies to this community

This does NOT apply to this community

Other – Please describe:

- Individuals in the educational field are working remotely due to school shutdowns. Lower-wage workers in these fields are more vulnerable to layoffs and/or may lack the technology resources in their home to work remotely.³

This applies to this community

This does NOT apply to this community

Other – Please describe:

² https://www.cdc.gov/mmwr/volumes/69/wr/mm6915e6.htm?s_cid=mm6915e6_x

³ <https://www.npr.org/2020/04/11/830856140/teaching-without-schools-grief-then-a-free-for-all>

Local Plan for CARES Act CSBG Supplemental Funding

- Individuals in many sectors of the economy – but particularly the service sector, the retail sectors, and others most affected by quarantine policies – are currently experiencing sudden and unexpected unemployment. Some are unaware of resources available to them and their families as they are experiencing unemployment for the first time.⁴

This applies to this community

This does NOT apply to this community

Other – Please describe:

Educational impacts:

- Closings of public schools in the Community Assessment area are having an immediate impact on children's education. Children with less access to resources (broadband internet, computers/tablets, technology expertise, language barriers, etc.) are most at-risk for suffering learning loss during a potentially protracted period of school closure.

This applies to this community

This does NOT apply to this community

Other – Please describe:

⁴ <https://www.pewresearch.org/fact-tank/2020/03/27/young-workers-likely-to-be-hard-hit-as-covid-19-strikes-a-blow-to-restaurants-and-other-service-sector-jobs/>

Local Plan for CARES Act CSBG Supplemental Funding

- Caregivers of school-age children must secure day care arrangements for their children or sacrifice employment to care for their children. These same caregivers are also expected to be primary teachers for their children during the period of the closure. Parents with limited resources face numerous challenges as a result of this situation and educational outcomes for their children will be affected.⁵

This applies to this community

This does NOT apply to this community

Other – Please describe:

Impacts on human services:

- Services to vulnerable populations are being curtailed or drastically changed. Some service providers are not operating, leaving gaps in services to the community. Other service providers have had to alter their service provision in significant ways, leaving some family needs unmet. Finally, for those service providers continuing to operate, the changed circumstances have required significant, immediate adaptations that will require additional resources to support over a longer period of time:

This applies to this community

This does NOT apply to this community

Other – Please describe:

⁵ <https://www.washingtonpost.com/education/2020/04/17/why-covid-19-will-explode-existing-academic-achievement-gaps/>

Local Plan for CARES Act CSBG Supplemental Funding

Community resource impacts:

- The impacts of COVID-19 on community resources are numerous and include a reduction in the availability of resources (access to group activities, commercial services), a scarcity of some resources (health care, food and emergency supplies) and/or needs for resources that have not previously been required in this community in any significant capacity.

This applies to this community

This does NOT apply to this community

Other – Please describe:

- The broad impacts of COVID-19 on this community have created an even more urgent need for coordination and collaboration of resources among the public sector, the public health sector, first responders, educators, the business community, the faith community and many others. Our agency plays an important role convening organizations, people, and resources to support families.

This applies to this community

This does NOT apply to this community

Other – Please describe:

Local Plan for CARES Act CSBG Supplemental Funding

Anticipated short- and long-term impacts

The needs above are already established through initial data and anecdotal reports from customers, staff, board members, and community stakeholders. Based on these already-observed events, it is likely that there will be short-term (1-3 months) and long-term (greater than 3 months) impacts that require immediate planning. **If needed, use the “other” selection to provide any further explanation as it relates to the impact category described.** A partial, but not complete, list of the anticipated impacts includes:

- *Prolonged service disruptions:* The disruptions in service delivery to customers are expected to continue for a substantial time. This is likely to lead to ancillary challenges for customers that may become long-term issues. For example, learning loss⁶ and domestic violence/child abuse⁷ have become larger problems due to service disruptions.

This applies to this community

This does NOT apply to this community

Other – Please describe:

- *Exacerbated housing issues:* Due to the immediate economic impact of the COVID-19 pandemic, renters face one or more months where they may lack the funds to pay rent; homeowners with a mortgage may miss mortgage payments.

This applies to this community

This does NOT apply to this community

Other – Please describe:

⁶ <https://www.washingtonpost.com/education/2020/04/17/why-covid-19-will-explode-existing-academic-achievement-gaps/>

⁷ <https://www.samhsa.gov/sites/default/files/social-distancing-domestic-violence.pdf>

Local Plan for CARES Act CSBG Supplemental Funding

- *Prolonged employment issues:* Sudden layoffs and other employment disruptions are being addressed by emergency response measures; however, it is anticipated that long-term recovery efforts will be required to help customers reconnect to the workforce, particularly those for whom employment assistance has not previously been required.⁸

This applies to this community

This does NOT apply to this community

Other – Please describe:

- *Prolonged agency capacity issues:* Policies limiting in-person staff/customer interactions may be in place for an extended period of time and agencies will need to maintain remote work and remote customer-interaction infrastructure to be responsive to these needs in a more sustainable capacity.

This applies to this community

This does NOT apply to this community

Other – Please describe:

- *Prolonged community resource/coordination issues:* The short-term community coordination needs cited in this assessment are presumed to continue into the long-term. Current conditions may persist for an extended period; recovery efforts will require coordination; ongoing community preparedness to guard against a future outbreak will also require ongoing convening and new community readiness strategies based on what is shown to be effective during the current crisis.⁹

This applies to this community

This does NOT apply to this community

Other – Please describe:

⁸ <https://www.brookings.edu/research/how-covid-19-will-change-the-nations-long-term-economic-trends-brookings-metro/>

⁹ <https://centerforcommunityinvestment.org/blog/reimagining-strategy-context-covid-19-crisis-triage-tool>



**Contra
Costa
County**

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: September 8, 2020

Subject: Approve New and Recredentialing Providers in Contra Costa Health Plan's Community Provider Network

RECOMMENDATION(S):

Approve the list of providers recommended by Contra Costa Health Plan's Medical Director on May 28, 2020, and by the Health Services Director, as required by the State Departments of Health Care Services and Managed Health Care, and the Centers for Medicare and Medicaid Services.

FISCAL IMPACT:

There is no fiscal impact for this action.

BACKGROUND:

The National Committee on Quality Assurance (NCQA) requires that evidence of Board of Supervisors approval must be contained within each CCHP provider's credentials file. Approval of this list of providers as recommended by the CCHP Medical Director will enable the Contra Costa Health Plan to comply with this requirement.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/08/2020** 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: September 8, 2020

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

By: June McHuen, Deputy

Contact: Sharron Mackey,
925-313-6104

cc: Marcy Wilhelm, Heather Wong

ATTACHMENTS

CCHP Credential-Recredential List May 28,2020

**Contra Costa Health Plan
 Providers Approved by Medical Director
 May 28, 2020**

CREDENTIALING PROVIDERS MAY 2020	
Name	Specialty
Chahal, Premjit, MD	Gastroenterology
Laderer, Clayton, PA	Mid-Level Urgent Care
Waggoner, Allison, NP	Mid-Level Family Planning
Zarifa, Rafik, MD	Diagnostic Radiology

CREDENTIALING ORGANIZATIONAL PROVIDERS MAY 2020		
Provider Name	Provide the Following Services	Location
Center for Discovery – Brentwood	Mental Health	Brentwood
Center for Discovery – Brentwood II	Mental Health	Brentwood
Center for Discovery – Danville	Mental Health/Eating Disorders/Substance Abuse	Danville
Center for Discovery – Pleasanton	Mental Health/Eating Disorders/Substance Abuse	Pleasanton
Center for Discovery – Sacramento	Mental Health/Eating Disorders/Substance Abuse	Sacramento
Center for Discovery – Sacramento MH	Mental Health	Sacramento
Fresenius Kidney Care San Miguel	Dialysis	Concord
Inspiring Communities	Diabetes Prevention Program	Richmond
North Star Emergency Services, Inc. dba: NORCAL Ambulance	Non-Emergency Transportation	Dublin

RE-CREDENTIALING PROVIDERS MAY 2020	
Name	Specialty
Assenzio, Bradley, BCBA	Qualified Autism Provider
Baird, Melissa, BCBA	Qualified Autism Provider
Bhat, Anita, MD	Endocrinology
Brand, David, PA	Mid-Level – Orthopaedic Surgery Assistant
Chance, Robert, DC	Chiropractic Medicine
Christian, Elaine, CNM	Midwife

RECREREDENTIALING PROVIDERS MAY 2020	
Name	Specialty
Davis, Laura M, NP	Mid-Level – Orthopaedic Surgery Assistant
de Edwards, Sharon, MD	OB/GYN
Fang, Ming, MD	Gastroenterology
Garg, Anuja, MD	Primary Care Internal Medicine
Korah, Mariam, MD	Radiation Oncology
Lange, Douglas, MD	Surgery – Orthopaedic
Miller, Deborah, MD	Primary Care Pediatrician
Narsinh, Kiran, MD	Gastroenterology
Nguyen, Anh, LAc	Acupuncture
Pelzer, Hideko, LAc	Acupuncture
Prasad, Gautam, MD	Radiation Oncology
Rizzo, Theresa, PsyD	Mental Health Services
Runyon, Theresa, NP	Mid-Level – Nephrology
Saba, Donna, NP	Mid-Level – Medical Oncology Assistant
Sato, Ronald, MD	Plastic and Reconstructive Surgery
Schilling, John., MD	Surgery – Orthopaedic/ Surgery – Hand
Serebrakian, Armen, MD	Otolaryngology (ENT)
Sheppard, Barry, MD	Surgery – Thoracic Cardiovascular
Wasserman, Ronald, MD	Infectious Disease

RECREREDENTIALING ORGANIZATIONAL PROVIDERS MAY 2020		
Provider Name	Provide the Following Services	Location
Bay Medic Transportation	Non-Emergency Transportation	Concord
Falcon Critical Care Transport, LLC	Non-Emergency Transportation	El Sobrante
ProTransport (, LLC	Non-Emergency Transportation	Cotati



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: September 8, 2020

Subject: Approve New and Recredentialing Providers in Contra Costa Health Plan's Community Provider Network

RECOMMENDATION(S):

Approve the list of providers recommended by Contra Costa Health Plan's Medical Director on July 16 and 30, 2020, and by the Health Services Director, as required by the State Departments of Health Care Services and Managed Health Care, and the Centers for Medicare and Medicaid Services.

FISCAL IMPACT:

There is no fiscal impact for this action.

BACKGROUND:

The National Committee on Quality Assurance (NCQA) requires that evidence of Board of Supervisors approval must be contained within each CCHP provider's credentials file. Approval of this list of providers as recommended by the CCHP Medical Director will enable the Contra Costa Health Plan to comply with this requirement.

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved, Contra Costa Health Plan's Providers would not be appropriately credentialed and not be in compliance with the NCQA.

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/08/2020** 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: September 8, 2020

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

By: June McHuen, Deputy

Contact: Sharron Mackey,
925-313-6004

cc: Marcy Wilhelm, Heather Wong

ATTACHMENTS

CCHP Credential-Recredential List July
2020

**Contra Costa Health Plan
Providers Approved by Medical Director
July 16, 2020**

CREDENTIALING PROVIDERS JULY 2020	
Name	Specialty
Alfara, Pamela, MD	Psychiatry
Arias, Adriana, BS	Qualified Autism Professional
Barajas, Angelina, BA, RBT	Qualified Autism Professional
Boas, Devin, BCBA, M.Ed.	Qualified Autism Provider
Cardoza-Fraire, Besaida, BCBA	Qualified Autism Provider
Chandrasekaran, Shui Kwan, BCBA, M.Ed.	Qualified Autism Provider
Cheitlin, Abigail, NP	Mid-Level Family Planning
Deeds, Melinda, BA, RBT	Qualified Autism Professional
Green, Tiahna, RBT	Qualified Autism Paraprofessional
Lemke, Kara, PhD	Mental Health Services
Maiz, Pedro, BCBA	Qualified Autism Provider
Pipitone, Jessica, BCBA	Qualified Autism Provider
Smith, Madisen, RBT	Qualified Autism Paraprofessional
Zora, Amy, RBT, MA	Qualified Autism Provider

CREDENTIALING ORGANIZATIONAL PROVIDERS JULY 2020		
Provider Name	Provide the Following Services	Location
Creekside Healthcare Center	Skilled Nursing Facility	San Pablo
DaVita - Fairfield Downtown Dialysis	Dialysis	Fairfield
DaVita - Fremont Dialysis	Dialysis	Fremont
DaVita - San Leandro Marina Dialysis	Dialysis	San Leandro

RE-CREDENTIALING PROVIDERS JULY 2020	
Name	Specialty
Aceves, Angela, OD	Optometry
Brophy, Donald, DC	Chiropractic Medicine
Cheng, Ernest, DO	Physical Medicine & Rehabilitation
Christofas, Maryann, RD	Dietitian
Cortes-Surdilla, Michelle, MD	Primary Care Family Medicine
Gendo, Karna, MD	Allergy & Immunology
Haley, William, DC	Chiropractic Medicine

RECREDENTIALING PROVIDERS JULY 2020	
Name	Specialty
Johnson, Robert, MD	Ophthalmology
Kris, Caroline, BCBA	Qualified Autism Provider
Lujan, Gabriel, DC	Chiropractic Medicine
Moghaddam, Amennah, NP	Primary Care Family Medicine
Okamura, Marian, LCSW	Mental Health Services
Risgalla, Habib, MD	Primary Care Pediatrician
Ritterman, Jeffrey, MD	Primary Care Internal Medicine
Samonte, Kimberly, BCBA	Qualified Autism Provider
Samuels, Kimally, MFT	Mental Health Services
Shen, Susan, MD	Psychiatry
Silva Riordan, Nollie, MD	Surgery – Cardiothoracic
Superfin, Diana, MD	Medical Oncology
Tevrizian, Allyson, MD	Allergy & Immunology
Tong, Wilson., MD	Hematology/Oncology
Wong, Griselda, PA	Primary Care Family Medicine

RECREDENTIALING ORGANIZATIONAL PROVIDERS JULY 2020		
Provider Name	Provide the Following Services	Location
Amavi Home Health & Hospice Care Services, Inc.	Home Health/Hospice	Brentwood
Fresenius Medical Care Diablo Nephrology Clinics, LLC dba: Fresenius Medical Care - Diablo Brentwood	Dialysis	Brentwood
Fresenius Medical Care Diablo Nephrology Clinics, LLC dba: Fresenius Medical Care - Diablo Concord	Dialysis	Pleasant Hill
Fresenius Medical Care Diablo Nephrology Clinics, LLC dba: Fresenius Medical Care - Diablo Central Pittsburg	Dialysis	Pittsburg
Pankaj K. Patel, DMD & Shailesh K. Patel, DDS A Professional Corporation dba: Salida Surgery Center	Outpatient Surgery (Dental)	Salida

**Contra Costa Health Plan
Providers Approved by Medical Director
July 30, 2020**

RECREREDENTIALING PROVIDER JULY 2020	
Name	Specialty
Simon, Christine, MD	Family Medicine

Bopl-July 16 and 30, 2020



Contra
Costa
County

To: Board of Supervisors
From: Sharon L. Anderson, County Counsel
Date: September 8, 2020

Subject: Conflict of Interest Code Amendment for the County Administrator's Office

RECOMMENDATION(S):

APPROVE amendments to the List of Designated Positions of the Conflict of Interest Code of the County Administrator's Office ("CAO").

FISCAL IMPACT:

None.

BACKGROUND:

The CAO has amended the List of Designated Positions of its Conflict of Interest Code and submitted the revised List of Designated Positions, attached as Exhibit A, to the Board of Supervisors for approval pursuant to Government Code sections 87306 and 87306.5.

The recommended change includes the addition of a position designated to file conflict of interest statements. This change will ensure that the Conflict of Interest Code accurately reflects the current positions and organizational structure in use by the CAO. A red-lined version of the List of Designated Positions is included as Exhibit B.

CONSEQUENCE OF NEGATIVE ACTION:

None.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/08/2020** 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: September 8, 2020

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

Contact: Cynthia A. Schwerin, Deputy
County Counsel, (925) 655-2200

By: June McHuen, Deputy

ATTACHMENTS

Exhibit A - Conflict of Interest Code of the County Administrator's Office

Exhibit B - Conflict of Interest Code of the County Administrator's Office

REDLINED

EXHIBIT A

Designated Positions

Disclosure Category

Administrative Services Officer (Information Technology)	1
Affirmative Action Officer	1
Assistant Chief Information Officer	1
Assistant Risk Manager – Liability	1
Assistant Risk Manager – Loss Control	1
Assistant Risk Manager – Worker’s Compensation	1
Chief Assistant County Administrator	1
Chief Assistant Clerk of the Board	1
County Administrator	1
Director, Department of Information Technology	1
Executive Assistant to the County Administrator	2
Finance Director	1
Law & Justice Systems Director	1
Public Information Officer	1
Risk Manager	1
Senior Deputy County Administrator	1
Senior Management Analyst	1

EXHIBIT A

Designated Positions

Disclosure Category

Administrative Services Officer (Information Technology)	1
Affirmative Action Officer	1
Assistant Chief Information Officer	1
Assistant Risk Manager – Liability	1
Assistant Risk Manager – Loss Control	1
Assistant Risk Manager – Worker’s Compensation	1
Chief Assistant County Administrator	1
Chief Assistant Clerk of the Board	1
County Administrator	1
Director, Department of Information Technology	1
Executive Assistant to the County Administrator	2
Finance Director	1
Law & Justice Systems Director	1
Public Information Officer	1
Risk Manager	1
Senior Deputy County Administrator	1
Senior Management Analyst	1



Contra
Costa
County

To: Board of Supervisors
From: Sharon L. Anderson, County Counsel
Date: September 8, 2020

Subject: Conflict of Interest Code for the Contra Costa County Fire Protection District

RECOMMENDATION(S):

APPROVE amended list of designated positions for the Conflict of Interest Code for the Contra Costa County Fire Protection District ("District").

FISCAL IMPACT:

None.

BACKGROUND:

The District has amended the list of designated positions in its Conflict of Interest Code and submitted the revised list, attached as Exhibit A, to the Board for approval pursuant to Government Code section 87306 and 87306.5.

The changes include the addition and deletion of positions designated to file conflict of interest statements. These changes will ensure that the Conflict of Interest Code accurately reflects the current positions and organizational structure in use by the District. A red-lined version of the list of designated positions is attached as Exhibit B.

CONSEQUENCE OF NEGATIVE ACTION:

None.

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/08/2020** 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: September 8, 2020

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

Contact: Cynthia A. Schwerin, Deputy
County Counsel, (925) 655-2200

By: June McHuen, Deputy

ATTACHMENTS

Exhibit A - CCCFPD COI Code Designated Positions

Exhibit B - CCCFPD COI Code Designated Positions

REDLINED

APPENDIX "A"

Employee Designation	Disclosure Category
Member of Advisory Fire Commission	1 & 2
Fire Chief, Chief Administrator	1 & 2
Deputy Fire Chief	1 & 2
Medical Director	1 & 2
Assistant Fire Chief / Fire Marshal, Fire Prevention Services	1 & 2
Fire Prevention Captain	2
Assistant Fire Chief, Support Services	1 & 2
Apparatus Shop Manager	2
Apparatus Service Coordinator	3 (P)
Facilities Manager	3 (B) (C) (W)
Logistics Manager	3 (G) (W)
Assistant Fire Chief, Operations	1 & 2
Battalion Chief	1 & 2
Fire Captain	2
Operations Program Supervisor	2
Assistant Fire Chief, Communications	1 & 2
Information Systems Manager	1 & 2
Telecommunications Manager	2
Telecommunications Specialist	3 (E)
Assistant Fire Chief, Emergency Medical Services (EMS)	1 & 2
Fire EMS Chief	1 & 2
Assistant Fire Chief, Training and Safety	1 & 2
Battalion Chief, Safety	1 & 2
Chief of Administrative Services, Budget/Finance/HR/Payroll	1 & 2
Fiscal Officer	2
Human Resources Analyst	2
Member of Advisory Committee	
Apparatus Committee	3 (P)
Emergency Medical Services Committee	3 (O)
Safety Committee	3 (G)

APPENDIX "A"

Employee Designation	Disclosure Category
Member of Advisory Fire Commission	1 & 2
Fire Chief, Chief Administrator	1 & 2
Deputy Fire Chief	1 & 2
<u>Medical Director</u>	<u>1 & 2</u>
<u>Assistant Fire Chief / Fire Marshal, Fire Prevention Services</u>	1 & 2
<u>Fire Prevention Captains</u>	2
Information Systems Manager	1 & 2
Assistant <u>Fire</u> Chief, Support Services	1 & 2
___Apparatus Shop Manager	2
___Apparatus Service Coordinator	3 (P)
___Facilities Manager	3 (B) (C) (W)
___Logistics Manager	3 (G) (W)
Assistant <u>Fire</u> Chief, Operations	1 & 2
___Battalion Chiefs	1 & 2
___Fire Captains	2
___Operations Program Supervisors	2
<u>Assistant Fire Chief, Communications</u>	<u>1 & 2</u>
___Information Systems Manager	<u>1 & 2</u>
___Telecommunications Manager	2
___Telecommunications Specialist	3 (E)
Assistant <u>Fire</u> Chief, Training / <u>Emergency Medical Services (EMS)MS</u>	1 & 2
___ Fire Emergency Medical Services (EMS) Chief	1 & 2
<u>Assistant Fire Training Chief, Training and Safety</u>	1 & 2
___Battalion Chief, <u>Safety Chief</u>	<u>1 & 2</u>
Chief of Administrative Services, Budget/Finance/ <u>HR/Payroll</u>	1 & 2
___Fiscal Specialist Officer	2
___ Personnel Services Assistant III Human Resources Analyst	2
Members of Advisory Committees	
Apparatus Committee	3 (P)
Emergency Medical Services Committee	3 (O)
Safety Committee	3 (G)



Contra
Costa
County

To: Board of Supervisors
From: Sharon L. Anderson, County Counsel
Date: September 8, 2020

Subject: Conflicte of Interest Code for the Contra Costa Transportation Authority

RECOMMENDATION(S):

APPROVE amended Conflict of Interest Code for the Contra Costa Transportation Authority ("Authority"), including the list of designated positions.

FISCAL IMPACT:

None.

BACKGROUND:

The Authority has amended its Conflict of Interest Code and submitted the revised code, attached as Exhibit A, to the Board for approval pursuant to Government Code section 87306 and 87306.5.

The changes include an updated list of positions designated to file conflict of interest statements. These changes will ensure that the Conflict of Interest Code accurately reflects the current positions and organizational structure in use by the Authority. A red-lined version of the Conflict of Interest Code is attached as Exhibit B.

CONSEQUENCE OF NEGATIVE ACTION:

None.

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/08/2020** 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: September 8, 2020

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

Contact: Cynthia A. Schwerin, Deputy
County Counsel, (925) 655-2200

By: June McHuen, Deputy

ATTACHMENTS

Exhibit A - CCTA COI Amendment

Exhibit B - CCTA COI Amendment

REDLINED



CONTRA COSTA
**transportation
authority**

RESOLUTION 20-21-A

RE: ADOPTING AN AMENDED CONFLICT OF INTEREST CODE PURSUANT TO THE POLITICAL REFORM ACT OF 1974

WHEREAS, the State of California enacted the Political Reform Act of 1974, Government Code Section 81000 et seq. (the “Act”), which contains provisions relating to conflicts of interest, which potentially affect all officers, employees and consultants of the Contra Costa Transportation Authority (Authority) and requires all public agencies to adopt and promulgate a Conflict of Interest (COI) Code; and

WHEREAS, the Authority Board adopted the COI Code in compliance with the Act; and

WHEREAS, subsequent changed circumstances within the Authority have made it advisable and necessary pursuant to Government Code Sections 87306 and 87307 of the Act to amend and update the Authority’s COI Code; and

WHEREAS, the potential penalties for violation of the provisions of the Act are substantial and may include criminal and civil liability, as well as equitable relief, which could result in the Authority being restrained or prevented from acting in cases where the provisions of the Act may have been violated; and

WHEREAS, notice of the time and place of a public meeting on, and of consideration by the Authority Board of, the proposed amended COI Code was provided each affected designated employee and publicly posted for review at the office of the Authority; and

WHEREAS, a public meeting was held upon the proposed amended COI Code at a regular meeting of the Authority Board on June 17, 2020, at which all present were given an opportunity to be heard on the proposed amended COI Code.

NOW, THEREFORE, BE IT RESOLVED, that the Authority Board hereby:

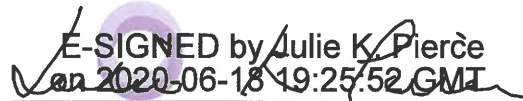
- (1) Adopts the proposed amended COI Code, a copy of which is attached hereto and shall be on file with the Clerk of the Board and available to the public for inspection and copying during regular business hours.

BE IT FURTHER RESOLVED,

- (1) that the said amended COI Code shall be submitted to the Contra Costa County Board of Supervisors (CCCBOS) for approval and said COI Code shall become effective immediately after the CCCBOS approves the proposed amended COI Code as submitted.

This resolution was entered into at a meeting of the Contra Costa Transportation Authority Board held June 17, 2020 in Walnut Creek, California by the following vote:

AYES: Chair Pierce, Vice Chair Gerringer, and Commissioners Arnerich, Butt, Glover, Haskew, Hudson, Kelley, Mitchoff, Romick and Taylor
NOES: None
ABSENT: None
ABSTAIN: None


E-SIGNED by Julie K. Pierce
on 2020-06-18 19:25:52 GMT

Julie K. Pierce, Chair

Attest:


E-SIGNED by Tarienne Grover
on 2020-06-18 20:25:29 GMT

Tarienne Grover, Clerk of the Board

**CONFLICT OF INTEREST CODE
OF THE
CONTRA COSTA TRANSPORTATION AUTHORITY**

(Amended June 17, 2020)

The Political Reform Act (Gov. Code § 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code of Regs. § 18730) that contains the terms of a standard conflict of interest code which can be incorporated by reference in an agency's code. After public notice and hearing Regulation 18730 may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This incorporation page, Regulation 18730 (attached) and the attached Appendix designating positions and establishing disclosure categories, shall constitute the conflict of interest code of the **Contra Costa Transportation Authority (the "Authority")**.

All officials and designated positions required to submit a statement of economic interests shall file their statements with the **Authority's Clerk of the Board** as the Authority's Filing Officer. The **Authority's Clerk of the Board** shall make and retain a copy of all statements filed by the Commissioners, Alternates and Executive Director, and forward the originals of such statements to the Clerk of the Board of Supervisors of the County of Contra Costa. The **Authority's Clerk of the Board** shall retain the original statements filed by all other officials and designated positions and will make all retained statements available for public inspection and reproduction during regular business hours. (Gov. Code § 81008.)

APPENDIX
CONFLICT OF INTEREST CODE
OF THE
CONTRA COSTA TRANSPORTATION AUTHORITY

(Amended June 17, 2020)

PART “A”

Authority Officials who manage public investments, as defined by 2 Cal. Code of Regs. §18700.3(b), are NOT subject to the Authority’s Code but must file disclosure statements under Government Code Section 87200 et seq. [Regs. § 18730(b)(3)]

OFFICIALS WHO MANAGE PUBLIC INVESTMENTS

It has been determined that the positions listed below are Authority Officials who manage public investments¹. These positions are listed here for informational purposes only.

Commissioners and Alternates, including Ex Officios
Chief Financial Officer
Financial Consultant

¹ Individuals holding one of the above-listed positions may contact the Fair Political Practices Commission for assistance or written advice regarding their filing obligations if they believe that their position has been categorized incorrectly. The Fair Political Practices Commission makes the final determination whether a position is covered by § 87200.

DESIGNATED POSITIONS
GOVERNED BY THE CONFLICT OF INTEREST CODE

<u>Designated Positions</u> <u>Title or Function</u>	<u>Disclosure Category</u> <u>Assigned</u>
Associate Engineer	2, 3, 5
Associate Transportation Analyst	2, 3, 5
Associate Transportation Planner	2, 3, 5
Deputy Executive Director, Planning	1, 2
Deputy Executive Director, Projects	1, 2
Director, Administrative Services	4
Director, Construction	2, 3, 5
Director, External Affairs	1, 2
Director, Projects	2, 3, 5
Director, Planning	1, 2
Director, Programming	2, 3, 5
Director, Programs	2, 5, 6
Engineering Manager	2, 3, 5
Executive Director	1, 2
Finance Manager	4
General Counsel	1, 2
Senior Engineer	2, 3, 5
Senior Transportation Planner	2, 3, 5

Designated Positions
Title or Function

Disclosure Category
Assigned

Members of Boards, Committees & Commissions

Citizen Advisory Committee	1, 2
Countywide Bicycle and Pedestrian Advisory Committee	2, 5, 7
Paratransit Coordinating Council	5, 7
Regional Transportation Planning Committee	1, 2
Technical Coordinating Committee	1, 2

Consultants and New Positions²

² Individuals serving as a consultant as defined in FPPC Reg 18700.3 or in a new position created since this Code was last approved that makes or participates in making decisions must file under the broadest disclosure set forth in this Code subject to the following limitation:

The Executive Director may determine that, due to the range of duties or contractual obligations, it is more appropriate to assign a limited disclosure requirement. A clear explanation of the duties and a statement of the extent of the disclosure requirements must be in a written document. (Gov. Code Sec. 82019; FPPC Regulations 18219 and 18734.). The Executive Director's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code. (Gov. Code Sec. 81008.)

PART “B”

DISCLOSURE CATEGORIES

The disclosure categories listed below identify the types of economic interests that the designated position must disclose for each disclosure category to which he or she is assigned.³ ”Investment” means financial interest in any business entity (including a consulting business or other independent contracting business) and are reportable if they are either located in or doing business in the jurisdiction, are planning to do business in the jurisdiction, or have done business during the previous two years in the jurisdiction of the Authority.

Category 1: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that do business or own real property within the jurisdiction of the Authority.

Category 2: All interests in real property which is located in whole or in part within, or not more than two (2) miles outside, the boundaries of the Authority.

Category 3: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that are engaged in land development, construction or the acquisition or sale of real property within the jurisdiction of the Authority.

Category 4: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that provide services, products, materials, machinery, vehicles or equipment of a type purchased or leased by the Authority.

Category 5: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that provide services, products, materials, machinery, vehicles or equipment of a type purchased or leased by the designated position’s department, unit or division.

Category 6: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, or income from a nonprofit or other organization, if the source is of the type to receive grants or other monies from or through the Authority or its subdivisions.

Category 7: All investments and business positions in business entities, and sources of income, including gifts, loans, and travel payments, of the type to receive program funds from the Authority or its subdivisions, or participate in any Authority programs or projects.

Category 8: All investments and business positions in business entities, and sources of income, including gifts, loans, and travel payments, if such entities or sources have filed claims against the Authority in the past 2 years, or have a claim pending before the Authority.

³ This Conflict of Interest Codes does not require the reporting of gifts from outside this agency’s jurisdiction if the source does not have some connection with or bearing upon the functions or duties of the position. (Reg. 18730.1)

**CONFLICT OF INTEREST CODE
OF THE
CONTRA COSTA TRANSPORTATION AUTHORITY**

~~(Adopted November 19, 2014)~~ Amended June 17, 2020[†]

The Political Reform Act (Gov. Code § 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code of Regs. § 18730) that contains the terms of a standard conflict of interest code which can be incorporated by reference in an agency's code. After public notice and hearing ~~Section-Regulation~~ 18730 may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations ~~Section-section~~ 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This incorporation page, Regulation 18730 (attached) and the attached Appendix designating ~~officials and employees~~ positions and establishing disclosure categories, shall constitute the conflict of interest code of the **Contra Costa Transportation Authority (the "Authority")**.

All officials and designated positions required to submit a statement of economic interests shall file their statements with the **Authority's Clerk of the Board** as the Authority's Filing Officer. The **Authority's Clerk of the Board** shall make and retain a copy of all statements filed by the ~~Members of the Authority~~ Commissioners, Alternates and Executive Director, and forward the originals of such statements to the Clerk of the Board of Supervisors of the County of Contra Costa. The **Authority's Clerk of the Board** shall retain the original statements filed by all other officials and designated positions and will make all retained statements available for public inspection and reproduction during regular business hours. (Gov. Code § 81008.)

[†] ~~Updated October 6, 2016, to revise title of filing officer.~~

APPENDIX
CONFLICT OF INTEREST CODE
OF THE
CONTRA COSTA TRANSPORTATION AUTHORITY

~~(Adopted November 19, 2014~~Amended June 17, 2020)²

PART "A"

Authority Officials who manage public investments, as defined by 2 Cal. Code of Regs. §18700.3**(b)**, are NOT subject to the Authority's Code but must file disclosure statements under Government Code Section 87200 et seq. [Regs. § 18730(b)(3)]

OFFICIALS WHO MANAGE PUBLIC INVESTMENTS

It has been determined that the positions listed below are Authority Officials who manage public investments³. These positions are listed here for informational purposes only.

Commissioners and Alternates, including Ex Officios
~~Deputy Executive Director, Administration~~Chief Financial Officer
Financial Consultant

² ~~Updated September 29, 2016, to include FPPC Regulation revision, revise titles, and clarify disclosure language.~~

³ Individuals holding one of the above-listed positions may contact the Fair Political Practices Commission for assistance or written advice regarding their filing obligations if they believe that their position has been categorized incorrectly. The Fair Political Practices Commission makes the final determination whether a position is covered by § 87200.

DESIGNATED POSITIONS
GOVERNED BY THE CONFLICT OF INTEREST CODE

<u>Designated Positions</u> <u>Title or Function</u>	<u>Disclosure Category</u> <u>Assigned</u>
Associate Engineer	2, 3, 5
Associate Transportation Analyst	2, 3, 5
Associate Transportation Planner	2, 3, 5
Deputy Executive Director, Planning	1, 2
Deputy Executive Director, Projects	1, 2
<u>Director, Administrative Services</u>	<u>4</u>
<u>Director, Construction</u>	<u>2, 3, 5</u>
Director, External Affairs	1, 2
Director, Projects	2, 3, 5
<u>Director, Planning</u>	<u>1, 2</u>
<u>Director, Programming</u>	<u>2, 3, 5</u>
Director, of Programs	2, 5, 6
Engineering Manager	2, 3, 5
Executive Director	1, 2
Finance Manager	4
General Counsel	1, 2
Senior Engineer	2, 3, 5
Senior Transportation Planner	2, 3, 5

Designated Positions
Title or Function

Disclosure Category
Assigned

Members of Boards, Committees & Commissions

Citizen Advisory Committee	1, 2
Countywide Bicycle and Pedestrian Advisory Committee	2, 5, 7
Paratransit Coordinating Council	5, 7
Regional Transportation Planning Committee	1, 2
Technical Coordinating Committee	1, 2

Consultants and New Positions⁴

⁴ Individuals serving as a consultant as defined in FPPC Reg 18700.3 or in a new position created since this Code was last approved that makes or participates in making decisions must file under the broadest disclosure set forth in this Code subject to the following limitation:

The Executive Director may determine that, due to the range of duties or contractual obligations, it is more appropriate to assign a limited disclosure requirement. A clear explanation of the duties and a statement of the extent of the disclosure requirements must be in a written document. (Gov. Code Sec. 82019; FPPC Regulations 18219 and 18734.). The Executive Director's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code. (Gov. Code Sec. 81008.)

PART "B"

DISCLOSURE CATEGORIES

The disclosure categories listed below identify the types of economic interests that the designated position must disclose for each disclosure category to which he or she is assigned.⁵ "Investment" means financial interest in any business entity (including a consulting business or other independent contracting business) and are reportable if they are either located in or doing business in the jurisdiction, are planning to do business in the jurisdiction, or have done business during the previous two years in the jurisdiction of the Authority.

Category 1: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that do business or own real property within the jurisdiction of the Authority.

Category 2: All interests in real property which is located in whole or in part within, or not more than two (2) miles outside, the boundaries of the Authority.

Category 3: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that are engaged in land development, construction or the acquisition or sale of real property within the jurisdiction of the Authority.

Category 4: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that provide services, products, materials, machinery, vehicles or equipment of a type purchased or leased by the Authority.

Category 5: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that provide services, products, materials, machinery, vehicles or equipment of a type purchased or leased by the designated position's department, unit or division.

Category 6: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, or income from a nonprofit or other organization, if the source is of the type to receive grants or other monies from or through the Authority or its subdivisions.

Category 7: All investments and business positions in business entities, and sources of income, including gifts, loans, and travel payments, of the type to receive program funds from the Authority or its subdivisions, or participate in any Authority programs or projects.

Category 8: All investments and business positions in business entities, and sources of income, including gifts, loans, and travel payments, if such entities or sources have filed claims against the Authority in the past 2 years, or have a claim pending before the Authority.

⁵ This Conflict of Interest Codes does not require the reporting of gifts from outside this agency's jurisdiction if the source does not have some connection with or bearing upon the functions or duties of the position. (Reg. 18730.1)



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: September 8, 2020

Subject: Unpaid Student Training Agreement #26-568-2 with The Regents of the University of California on behalf of its Nutritional Sciences and Toxicology Depa

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Unpaid Student Training Agreement #26-568-2 with The Regents of the University of California on behalf of its Nutritional Sciences and Toxicology Department within the College of Natural Resources at the Berkeley Campus, an educational institution, to provide supervised field instruction at Contra Costa Regional Medical Center (CCRMC) and Contra Costa Health Centers to registered dietitians (RD) students for the period October 1, 2020 through September 30, 2023.

FISCAL IMPACT:

This is a non-financial agreement.

BACKGROUND:

The purpose of this agreement is to provide The Regents of the University of California on behalf of its Nutritional Sciences and Toxicology Department within the College of Natural Resources at the Berkeley Campus students with the opportunity to integrate academic knowledge with applied skills at progressively higher levels of performance and responsibility. Supervised fieldwork experience for students is considered to be an integral part of both educational and professional preparation. The Health Services Department can provide the requisite field education, while at the same time, benefiting from the students' services to patients.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/08/2020** 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: September 8, 2020

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

By: June McHuen, Deputy

Contact: Jaspreet Benepal,
925-957-5741

BACKGROUND: (CONT'D)

On November 7, 2017, the Board of Supervisors approved Contract #26-568-1 with The Regents of the University of California, Berkeley for the provision of clinical field experience and instruction from County's Health Services Department for the period from October 1, 2017 through September 30, 2020.

Approval of Unpaid Student Training Agreement #26-568-2 will allow The Regents of the University of California students to receive supervised fieldwork instruction and experience at CCRMC and Contra Costa Health Centers, through September 30, 2023.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, the students will not receive clinical field experience and instruction at CCRMC and Contra Costa Health Centers.



Contra
Costa
County

To: Board of Supervisors
From: Kathy Gallagher, Employment & Human Services Director
Date: September 8, 2020

Subject: July 2020 Operations Update of the Employment and Human Services Department, Community Services Bureau

RECOMMENDATION(S):

ACCEPT the July 2020 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 insure 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: **09/08/2020** 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: September 8, 2020

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

By: June McHuen, Deputy

Contact: Elaine Burres
608-4960

cc:

ATTACHMENTS

CSB July 2020 CAO Report

CSB July 2020 HS Financials

CSB July 2020 EHS Financials

CSB July 2020 EHS CC Partnership 1 Financials

CSB July 2020 EHS CC Partnership 2 Financials

CSB July 2020 CACFP Child Nutrition May
2020

CSB July 2020 CACFP Child Nutrition June
2020

CSB July 2020 Credit Card Report

CSB July 2020 LIHEAP

CSB July 2020 Menu



To: David Twa, Contra Costa County Administrator
From: Kathy Gallagher, EHSD Director
Subject: Community Services Monthly Report
Date: July 2020

News /Accomplishments

- Many of CSB's Head Start and Early Head Start sites have completed the Tele-inspection. Tele-inspections are administered by the California Department of Social Services (CDSS) to inspect facilities, and are conducted virtually via a free video, chat software. The Licensing Program Analyst who conducted the remote inspections were very impressed with how CSB prepared all sites with re-opening plans and ensuring all relative reading materials were posted for families and staff. It made their inspections go fast and pleasant.
- Eleven of the 13 CSB directly operated sites have fully opened with limited enrollment, with the exception of Verde and Las Deltas preschool children sharing the Las Deltas site for the summer program. Children not offered in-class services due to current limited capacity requirements continue to receive daily Distance Learning activities. For an update regarding our directly operated sites, please refer to section II of this report, Emerging Issues and Hot Topics.
- The Partner unit conducted monthly meetings with our First Baptist, YMCA, COCO Kids childcare partners to ensure a successful reopen plan and to monitor the health and safety requirements.
- Education managers were able to attend an all-day Education Manager Institute, which included virtual breakout sessions for various education related topics.
- All childcare partners are in varying stages of reopening their childcare centers with more than half reopened as of July 1.
- LIHEAP received \$1,114,086 in CARES Act funding to support clients with their utility assistance payment. Priority will be given to applicants who have suffered a financial loss and received unemployment benefits between January 1, 2020 through April 30, 2021. Applicants will still need to meet all other LIHEAP eligibility requirements.
- The Annual Child Care Partner meeting was held via Zoom on Thursday, July 16, 2020, and was well attended. Training was provided to ensure a successful, yet modified, program year beginning September 8, 2020.
- The Economic Opportunity Council (EOC) Chair, Renee Zeimer, appointed and new Vice Chair and Secretary due to the prolonged illness of the former Vice Chair, Dawn Miguel. The new Vice Chair is Tricia Piquero, and the new Secretary is Devlyn Sewell. They will do great and are being on-boarded by staff.
- The EOC held a Roundtable event on Wednesday, July 23, 2020, from 5 to 7pm to gather information about effects of COVID-19 on our community members that are living in poverty. This information will be used to complete the Community Action Plan required in order to receive \$1.1 million dollars in CARES Act funding.


1470 Civic Court,
Suite 200
Concord, CA
94520


P: 925 681 6300
F: 925 313 8301


www.cccounty.us/ehsd



- CSB submitted the 2020 CSBG Organizational Standards and is proud to report that CSB is once again in full compliance.

I. Status Updates:

a. Caseloads, workload (all programs)

- Head Start enrollment: 96.95%
- Early Head Start enrollment: 101%
- Early Head Start Child Care Partnership # 1 enrollment: 97.22%
- Early Head Start Child Care Partnership # 2 enrollment: 91.1%
- Head Start, Early Head Start, CCP 1 and CC2 Average Daily Attendance reports are not available due to COVID center closure
- Stage 2: 420 families and 509 children
- CAPP: 300 families and 429 children
 - In total: 720 families and 938 children
 - Incoming transfers from Stage 1: 10 families and 14 children
- LIHEAP: 140 households have been assisted
- Weatherization: 2 households have been assisted. **Due to Shelter in Place and the increase in COVID-19 numbers, weatherization is only providing emergency cooling needs for eligible households.*

b. Staffing:

- During the month of July, CSB was unable to hire new employees. The Department continues to work with the CAO on clearing positions to be filled during the freeze, and submitting freeze exemptions. An interview for filling a Site Supervisor I vacant position is to be scheduled.

c. Union

- There are no union updates to report.

II. Emerging Issues and Hot Topics:

- CSB recently made the difficult decision to re-close all thirteen childcare centers August 10 through September 7, 2020. This action is due to the surge in cases in the county coinciding with the July re-opening; the need to close nine (9) classrooms in a two-week period, July 15-30 based on guidance from Health Services Department (HSD) due to symptomatic, exposed or positive COVID-19 cases among staff and/or children/family members; lack of established guidance from HSD for childcare; and only 58% of in-class slots offered were accepted by families and of those who accepted only 55% attendance. During this four-week period, CSB will be refining the re-opening plan based on input from stakeholders and with the benefit of HSD guidance for childcare that is anticipated by late August, procuring additional PPEs recommended by Community Care Licensing in July, and seeking to arrange for regular COVID-19 testing of teaching staff as recommended by the State for K-12 programs.

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 2020

AS OF JUNE 2020

	1	2	3	4	5	6
		Actual Jun-20	Total YTD Actual	Total Budget	Remaining Budget	50% % YTD
a. Salaries & Wages (Object Class 6a)						
Permanent 1011		299,471	1,893,414	4,414,341	2,520,927	43%
Temporary 1013		15,148	121,356	337,830	216,474	36%
a. PERSONNEL (Object class 6a)		314,619	2,014,770	4,752,171	2,737,401	42%
b. FRINGE BENEFITS (Object Class 6b)						
Fringe Benefits		186,771	1,264,674	2,938,208	1,673,534	43%
b. FRINGE (Object Class 6b)		186,771	1,264,674	2,938,208	1,673,534	43%
c. Travel (Object Class 6c)						
HS Staff		-	-	28,742	28,742	-
c. TRAVEL (Object Class 6c)		-	-	28,742	28,742	-
e. SUPPLIES (Object Class 6e)						
1. Office Supplies		958	13,988	65,000	51,012	22%
2. Child and Family Services Supplies (Includes classroom Supplie		6,901	14,967	100,000	85,033	15%
4. Other Supplies						
Health and Safety Supplies		-	-	1,000	1,000	0%
Computer Supplies, Software Upgrades, Computer Replaceme		1,338	58,916	60,000	1,084	98%
Health/Safety Supplies		-	-	2,000	2,000	0%
Mental helath/Diasabilities Supplies		-	345	1,000	655	
Miscellaneous Supplies		3,247	4,401	16,000	11,599	28%
Emergency Supplies		-	-	1,000	1,000	0%
Employee Morale		1,361	2,485	2,000	(485)	124%
Household Supplies		-	-	6,000	6,000	0%
TOTAL SUPPLIES (6e)		13,804	95,102	254,000	158,898	37%
f. CONTRACTUAL (Object Class 6f)						
1. Adm Svcs (e.g., Legal, Accounting, Temporary Contracts)		8,151	27,517	115,000	87,483	24%
2. Health/Disabilities Services		-	-	-	-	
Estimated Medical Revenue from Medi-Cal (Org 1432 - credit)		-	-	(376,359)	(376,359)	0%
Health Consultant		6,560	29,040	50,000	20,960	58%
5. Training & Technical Assistance - PA11						
Interaction		-	3,725	5,000	1,275	75%
Diane Godard (\$50,000/2)		-	13,706	14,000	294	98%
Josephine Lee (\$35,000/2)		-	(1,366)	-	1,366	
Susan Cooke (\$60,000/2)		4,013	6,968	10,000	3,033	70%
7. Delegate Agency Costs						
First Baptist Church Head Start PA22		126,585	878,083	2,511,719	1,633,636	35%
First Baptist Church Head Start PA20		-	-	8,000	8,000	0%
8. Other Contracts						
First Baptist/Fairgrounds Wrap (20 slots x 243days x \$15.27)		-	39,074	74,823	35,749	52%
First Baptist/Fairgrounds Enhance (68 slots x 12 x \$225)		-	40,905	160,893	119,988	25%
FB-E. Leland/Mercy Housing Partnership		-	-	149,646	149,646	0%
Martinez ECC (40 slots x 12 mos. x \$225)		20,225	47,495	136,350	88,855	35%
Tiny Toes		-	7,272	65,448	58,176	11%
YMCA of the East Bay		-	109,888	673,376	563,488	16%
Child Outcome Planning and Administration (CLOUD/Nulinx)		-	-	3,100	3,100	0%
f. CONTRACTUAL (Object Class 6f)		165,534	1,202,307	3,600,996	2,398,689	33%
h. OTHER (Object Class 6h)						
2. Bldg Occupancy Costs/Rents & Leases		17,530	209,340	470,000	260,660	45%
4. Utilities, Telephone		41,692	117,126	188,500	71,374	62%
5. Building and Child Liability Insurance		-	2,312	3,000	689	77%
6. Bldg. Maintenance/Repair and Other Occupancy		(63,379)	35,397	298,135	262,738	12%
8. Local Travel (55.5 cents per mile effective 1/1/2012)		523	7,515	40,000	32,485	19%
9. Nutrition Services						
Child Nutrition Costs		13,250	128,600	351,000	222,400	37%
(CCFP & USDA Reimbursements)		-	(35,472)	(106,000)	(70,528)	33%
13. Parent Services						
Parent Conference Registration - PA11		-	1,019	1,000	(19)	102%
Parent Resources (Parenting Books, Videos, etc.) - PA11		-	552	825	273	67%
PC Orientation, Trainings, Materials & Translation - PA11		-	34	7,775	7,741	0%
Policy Council Activities		-	559	2,000	1,441	28%
Male Involvement Activities		-	-	500	500	0%
Parent Activities (Sites, PC, BOS luncheon) & Appreciation		-	-	5,000	5,000	0%
Child Care/Mileage Reimbursement		-	883	10,000	9,117	9%
14. Accounting & Legal Services						
Auditor Controllers		-	1,060	1,500	440	71%
Data Processing/Other Services & Supplies		-	8,248	19,500	11,252	42%
15. Publications/Advertising/Printing						
Outreach/Printing		-	-	500	500	0%
Recruitment Advertising (Newspaper, Brochures)		-	6,713	1,000	(5,713)	671%
16. Training or Staff Development						
Agency Memberships (WIPFLI, Meeting Fees, NHSA, NAEYC		50	2,116	29,958	27,842	7%
Staff Trainings/Dev. Conf. Registrations/Memberships - PA11		1,923	55,994	54,586	(1,408)	103%
Family, Community and Parent Involvement		-	-	37,458	37,458	0%
17. Other						
Site Security Guards		-	3,949	24,000	20,051	16%
Dental/Medical Services		-	-	1,000	1,000	0%
Vehicle Operating/Maintenance & Repair		10,581	48,479	105,000	56,521	46%
Equipment Maintenance Repair & Rental		1,601	38,326	78,000	39,674	49%
Dept. of Health and Human Services-data Base (CORD)		833	4,167	10,100	5,933	41%
Field Trips		-	-	12,000	12,000	0%
Other Operating Expenses (Facs Admin/Other admin)		142,587	634,782	433,000	(201,782)	147%
Other Departmental Expenses		-	907,337	3,189,700	2,282,363	28%
h. OTHER (6h)		167,192	2,179,038	6,230,452	4,051,414	35%
I. TOTAL DIRECT CHARGES (6a-6h)		847,921	6,755,891	17,804,569	11,048,678	38%
j. INDIRECT COSTS		-	-	1,027,793	1,027,793	0%
k. TOTALS (ALL BUDGET CATEGORIES)		847,921	6,755,891	18,832,362	12,076,471	36%
Non-Federal Share (In-kind)		211,980	1,938,586	4,708,090	2,769,504	41%

CONTRA COSTA COUNTY - COMMUNITY SERVICES BUREAU

HEAD START PROGRAM

BUDGET PERIOD JANUARY - DECEMBER 2020

AS OF JUNE 2020

DESCRIPTION	JUNE YTD Actual	Total Budget	Remaining Budget	50% %YTD
a. PERSONNEL	\$ 2,014,770	\$ 4,752,171	\$ 2,737,401	42%
b. FRINGE BENEFITS	1,264,674	2,938,208	1,673,534	43%
c. TRAVEL	-	28,742	28,742	0%
d. EQUIPMENT	-	-	-	0%
e. SUPPLIES	95,102	254,000	158,898	37%
f. CONTRACTUAL	1,202,307	3,600,996	2,398,689	33%
g. CONSTRUCTION	-	-	-	0%
h. OTHER	2,179,038	6,230,452	4,051,414	35%
I. TOTAL DIRECT CHARGES	\$ 6,755,891	\$ 17,804,569	\$ 11,048,678	38%
j. INDIRECT COSTS	-	1,027,793	1,027,793	0%
k. TOTAL-ALL BUDGET CATEGORIES	\$ 6,755,891	\$ 18,832,362	\$ 12,076,471	36%
<i>In-Kind (Non-Federal Share)</i>	<i>\$ 1,938,586</i>	<i>\$ 4,708,090</i>	<i>\$ 2,769,504</i>	<i>41%</i>

CONTRA COSTA COUNTY - COMMUNITY SERVICES BUREAU

EARLY HEAD START PROGRAM

**BUDGET PERIOD JANUARY - DECEMBER 2020
AS OF JUNE 2020**

1	2	3	4	5	6
	Actual Jun-20	Total YTD Actual	Total Budget	Remaining Budget	50% % YTD
a. Salaries & Wages (Object Class 6a)					
Permanent 1011	25,739	257,542	344,962	87,420	75%
Temporary 1013	-	392	76,107	75,715	1%
a. PERSONNEL (Object class 6a)	25,739	257,934	421,069	163,135	61%
b. FRINGE (Object Class 6b)	14,732	159,655	234,303	74,648	68%
c. Travel (Object Class 6c)					
1. Out-of-Town Travel	-	-	2,000	2,000	-
c. TRAVEL (Object Class 6c)	-	-	2,000	2,000	-
e. SUPPLIES (Object Class 6e)					
1. Office Supplies	39	216	5,500	5,284	4%
2. Child and Family Services Supplies (Includes classroom Suppli	254	645	14,000	13,355	5%
4. Other Supplies					
Computer Supplies, Software Upgrades, Computer Replacem	-	4,470	5,000	530	89%
Health/Safety Supplies	-	-	700	700	0%
Miscellaneous Supplies	-	472	200	(272)	236%
Household Supplies	-	161	2,200	2,039	7%
Employee Health and Welfare costs (formerly Employee mora	-	-	200	200	0%
TOTAL SUPPLIES (6e)	293	5,965	27,800	21,835	21%
f. CONTRACTUAL (Object Class 6f)					
1. Adm Svcs (e.g., Legal, Accounting, Temporary Contracts)	88	88	1,000	912	9%
2. Health/Disabilities Services					
Health Consultant	640	5,760	7,800	2,040	74%
5. Training & Technical Assistance - PA11					
Interaction	-	-	5,500	5,500	0%
Diane Godard (\$50,000/2)	1,350	5,231	6,500	1,269	80%
Josephine Lee (\$35,000/2)	3,433	4,093	5,000	908	82%
Susan Cooke (\$60,000/2)	-	-	5,500	5,500	0%
8. Other Contracts					
First Baptist/Fairgrounds and Lone Tree	-	29,795	115,140	85,345	26%
First Baptist/East Leland and Kids Castle	-	23,230	181,800	158,570	13%
Aspiranet	67,670	345,925	812,040	466,115	43%
Crossroads	28,280	69,690	155,540	85,850	45%
KinderCare	-	16,160	96,960	80,800	17%
Martinez ECC	31,310	53,025	96,960	43,935	55%
YMCA of the East Bay	-	26,664	191,156	164,492	14%
Child Outcome Planning and Administration (CLOUD/Nulinx)	-	-	1,000	1,000	0%
f. CONTRACTUAL (Object Class 6f)	132,771	579,660	1,681,896	1,102,236	34%
h. OTHER (Object Class 6h)					
2. Bldg Occupancy Costs/Rents & Leases	(193)	811	2,200	1,389	37%
4. Utilities, Telephone	479	1,393	3,600	2,207	39%
6. Bldg. Maintenance/Repair and Other Occupancy	60	1,003	5,600	4,597	18%
8. Local Travel (55.5 cents per mile effective 1/1/2012)	20	317	3,100	2,783	10%
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 & Translation - PA11	-	-	4,000	4,000	0%
Policy Council Activities	-	-	800	800	0%
Parent Activities (Sites, PC, BOS luncheon) & Appreciation	15	31	2,000	1,969	2%
Child Care/Mileage Reimbursement	-	106	800	694	13%
14. Accounting & Legal Services					
Auditor Controllers	-	-	500	500	0%
Data Processing/Other Services & Supplies	-	2,540	4,500	1,960	56%
Recruitment Advertising (Newspaper, Brochures)	-	-	100	100	0%
16. Training or Staff Development					
Agency Memberships (WIPFLI, Meeting Fees, NHSA, NAEY)	-	-	2,500	2,500	0%
Staff Trainings/Dev. Conf. Registrations/Memberships - PA11	11,728	12,315	47,944	35,629	26%
17. Other					
Site Security Guards	-	13	500	487	
Vehicle Operating/Maintenance & Repair	160	1,239	11,000	9,761	11%
Equipment Maintenance Repair & Rental	-	932	2,000	1,068	47%
Dept. of Health and Human Services-data Base (CORD)	-	-	1,000	1,000	0%
Other Operating Expenses (Facs Admin/Other admin)	21,500	114,187	312,000	197,813	37%
Other Departmental Expenses	-	170,849	1,015,043	844,194	17%
h. OTHER (6h)	33,769	305,737	1,696,796	1,391,059	18%
I. TOTAL DIRECT CHARGES (6a-6h)	207,303	1,308,952	4,063,864	2,754,912	32%
j. INDIRECT COSTS	-	-	86,579	86,579	0%
k. TOTALS (ALL BUDGET CATEGORIES)	207,303	1,308,952	4,150,443	2,841,491	32%
Non-Federal Share (In-kind)	51,826	403,370	969,284	565,914	42%

CONTRA COSTA COUNTY - COMMUNITY SERVICES BUREAU

EARLY HEAD START PROGRAM

BUDGET PERIOD JANUARY - DECEMBER 2020

AS OF JUNE 2020

DESCRIPTION	JUNE YTD Actual	Total Budget	Remaining Budget	50% %YTD
a. PERSONNEL	\$ 257,934	\$ 421,069	\$ 163,135	61%
b. FRINGE BENEFITS	159,655	234,303	74,648	68%
c. TRAVEL	-	2,000	2,000	0%
d. EQUIPMENT	-	-	-	0%
e. SUPPLIES	5,965	27,800	21,835	21%
f. CONTRACTUAL	579,660	1,681,896	1,102,236	34%
g. CONSTRUCTION	-	-	-	0%
h. OTHER	305,737	1,696,796	1,391,059	18%
I. TOTAL DIRECT CHARGES	\$ 1,308,952	\$ 4,063,864	\$ 2,754,912	32%
j. INDIRECT COSTS	-	86,579	86,579	0%
k. TOTAL-ALL BUDGET CATEGORIES	\$ 1,308,952	\$ 4,150,443	\$ 2,841,491	32%
<i>In-Kind (Non-Federal Share)</i>	<i>\$ 403,370</i>	<i>\$ 969,284</i>	<i>\$ 565,914</i>	<i>42%</i>

CONTRA COSTA COUNTY-COMMUNITY SERVICES BUREAU

EARLY HEAD START- CC PARTNERSHIP #1

BUDGET PERIOD JULY 2019 - AUGUST 2020

AS OF JUNE 2020

	1	2	3	4	5	6
		Actual Jun-20	Total YTD Actual	Total Budget	Remaining Budget	86% YTD
Expenditures						
a. Salaries & Wages (Object Class 6a)						
Permanent 1011		69,059	331,767	341,289	9,522	97%
Temporary 1013		-	-	13,347	13,347	
TOTAL PERSONNEL (6a)		69,059	331,767	354,636	22,869	94%
b. FRINGE BENEFITS (Object Class 6b)						
Fringe Benefits		41,664	209,283	247,901	38,618	84%
TOTAL FRINGE (6b)		41,664	209,283	247,901	38,618	84%
c. Travel (Object Class 6c)						
1. Out-of-Town Travel		5	250	500	250	50%
TOTAL TRAVEL (6c)		5	250	500	250	50%
e. SUPPLIES (Object Class 6e)						
1. Office Supplies		75	1,154	2,280	1,126	51%
2. Child and Family Services Supplies (Incl.classroom Sup		-	6,022	16,000	9,978	38%
3. Other Supplies						
Computer Supplies, Software Upgrades, Computer Rep		-	1,429	3,800	2,371	38%
Miscellaneous Supplies		-	166	300	134	55%
Household Supplies		-	133	3,200	3,067	4%
4. COVID-19 One Time		167	167	10,000	9,833	2%
TOTAL SUPPLIES (6e)		242	9,071	35,580	26,509	25%
f. CONTRACTUAL (Object Class 6f)						
1. Adm Svcs (e.g., Legal, Accounting, Temporary Contract		24	71	1,900	1,829	4%
2. Other Contracts						
COCOKids (52 slots x \$505 x 12 months)		24,745	253,005	367,640	114,635	69%
Loss of Subsidy		-	-	11,676	11,676	0%
Children and Family Supplies (Diapers, wipes, etc)		130	8,375	14,000	5,625	60%
First Baptist (20 slots x \$505 x 12 months)		-	84,840	141,400	56,560	60%
3. COVID-19 One-Time		-	-	10,850	10,850	0%
TOTAL CONTRACTUAL (6f)		24,898	346,291	547,466	201,175	63%
h. OTHER (Object Class 6h)						
1. Bldg Occupancy Costs/Rents & Leases		(99)	17,395	19,000	1,605	92%
2. Utilities, Telephone		191	3,549	5,200	1,651	68%
3. Bldg. Maintenance/Repair and Other Occupancy		3	903	2,000	1,097	45%
4. Local Travel (58 cents per mile effective 1/1/2019)		-	35	1,405	1,370	2%
5. Parent Services						
Parent Activities (Sites, PC, BOS luncheon, including fr		-	-	600	600	0%
6. Accounting & Legal Services						
Auditor Controllers		-	-	245	245	0%
Data Processing/Other Services & Supplies		-	-	200	200	0%
7. Staff Trainings/Dev. Conf. Registrations/Memberships -		256	1,718	29,725	28,007	6%
8. Other						
Equipment Maintenance Repair & Rental		15	835	1,100	265	76%
Other Operating Expenses (CSD Admin/Facs Mgt. Allo		8,914	43,733	29,977	(13,756)	146%
9. COVID-19 One-Time		-	-	42,424	42,424	0%
TOTAL OTHER (6h)		9,280	68,168	131,876	63,708	52%
I. TOTAL DIRECT CHARGES (6a-6h)		145,150	964,829	1,317,959	353,130	73%
j. INDIRECT COSTS		22,183	67,065	73,483	6,418	91%
k. TOTALS - ALL BUDGET CATEGORIES		167,333	1,031,894	1,391,442	359,548	74%
Non-Federal Match (In-Kind)		41,833	257,973	332,042	74,068	78%

Note:

On June 3, 2020 the Administration for Children and Families (ACF) approved an extension of this budget period from FY ending June 30, 2020 to FY ending August 31, 2020. The budget period is now 14 months instead of 12 months. The two Early Child Start Childcare Programs will be consolidated into one program and that is the reason for this extension. The amendment awarded an additional \$185,421 in operations and \$4,318 for training and technical assistance.

On June 26, 2020 ACF awarded this program \$63,274 to prevent, prepare for and respond to COVID-19.

CONTRA COSTA COUNTY-COMMUNITY SERVICES BUREAU

EARLY HEAD START- CC PARTNERSHIP #1

BUDGET PERIOD JULY 2019 - AUGUST 2020

AS OF JUNE 2020

1	2	3	4	5	6
	Actual Jun-20	Total YTD Actual	Total Budget	Remaining Budget	86% YTD

CONTRA COSTA COUNTY-COMMUNITY SERVICES BUREAU

EARLY HEAD START- CC PARTNERSHIP #1

BUDGET PERIOD JULY 2019 - AUGUST 2020

AS OF JUNE 2020

DESCRIPTION	June YTD Actual	Total Budget	Remaining Budget	86% % YTD
a. PERSONNEL	\$ 331,767	\$ 354,636	\$ 22,869	94%
b. FRINGE BENEFITS	209,283	247,901	38,618	84%
c. TRAVEL	250	500	250	50%
d. EQUIPMENT	-	-	-	0%
e. SUPPLIES	9,071	35,580	26,509	25%
f. CONTRACTUAL	346,291	547,466	201,175	63%
g. CONSTRUCTION	-	-	-	0%
h. OTHER	68,168	131,876	63,708	52%
I. TOTAL DIRECT CHARGES	\$ 964,829	\$ 1,317,959	\$ 353,130	73%
j. INDIRECT COSTS	67,065	73,483	6,418	91%
k. TOTAL-ALL BUDGET CATEGORIES	\$ 1,031,894	\$ 1,391,442	\$ 359,548	74%
<i>In-Kind (Non-Federal Share)</i>	\$ 257,973	\$ 332,042	\$ 74,068	78%

Note:

On June 3, 2020 the Administration for Children and Families (ACF) approved an extension of this budget period from FY ending June 30, 2020 to FY ending August 31, 2020. The budget period is now 14 months instead of 12 months. The two Early Child Start Childcare Programs will be consolidated into one program and that is the reason for this extension. The amendment awarded an additional \$185,421 in operations and \$4,318 for training and technical assistance.

On June 26, 2020 ACF awarded this program \$63,274 to prevent, prepare for and respond to COVID-19.

CONTRA COSTA COUNTY-COMMUNITY SERVICES BUREAU

EARLY HEAD START- CC PARTNERSHIP #2

BUDGET PERIOD SEPTEMBER 2019 - AUGUST 2020

AS OF JUNE 2020

1	2	3	4	5	6
	Actual Jun-20	Total YTD Actual	Total Budget	Remaining Budget	83% YTD
Expenditures					
a. Salaries & Wages (Object Class 6a)					
Permanent 1011	72,700	466,168	696,749	230,581	67%
Temporary 1013	-	-	13,919	13,919	
TOTAL PERSONNEL (6a)	72,700	466,168	710,668	244,500	66%
b. FRINGE BENEFITS (Object Class 6b)					
Fringe Benefits	46,900	303,401	504,605	201,204	60%
TOTAL FRINGE (6b)	46,900	303,401	504,605	201,204	60%
c. Travel (Object Class 6c)					
1. Out-of-Town Travel	30	8,212	10,000	1,788	82%
TOTAL TRAVEL (6c)	30	8,212	10,000	1,788	82%
e. SUPPLIES (Object Class 6e)					
1. Office Supplies	3	2,239	9,000	6,761	25%
2. Child and Family Services Supplies (Incl.classroom Supplies)	-	12,911	10,000	(2,911)	129%
3. Other Supplies					
Computer Supplies, Software Upgrades, Computer Replacement	529	4,424	3,000	(1,424)	147%
Health/Safety Supplies	1,329	1,412	2,500	1,088	56%
Miscellaneous Supplies	-	513	1,000	487	51%
Household Supplies	(122)	570	500	(70)	114%
4. COVID-19 One Time	1,382	1,382	10,000	8,618	14%
TOTAL SUPPLIES (6e)	3,121	23,450	36,000	12,550	65%
f. CONTRACTUAL (Object Class 6f)					
1. Adm Svcs (e.g., Legal, Accounting, Temporary Contracts)	30	6,840	10,000	3,160	68%
2. Health/Disabilities Services					
Health Consultant (Judy Ventling, LVN)	-	10,240	9,400	(840)	109%
3. Training & Technical Assistance					
Tandem Partners in Early Learning	-	-	1,400	1,400	0%
Crystal McClendon-Gourdine	-	2,419	4,400	1,981	55%
Josephine Lee	1,141	12,289	13,479	1,190	91%
Family Development Credential (Susan Rodgers)	-	13,664	20,308	6,644	67%
Reflective Supervision (A. Nalo, M. St. John, M. Claire Heffron)	993	5,616	11,102	5,486	51%
Carryover: Lead Learn Excel	-	-	90,000	90,000	0%
4. Other Contracts					
First Baptist/Kid's Castle (2 slots x 12 mos. x \$505)	-	49,345	12,120	(37,225)	407%
YMCA of the East Bay (32 slots x 12 mos. x \$618)	-	245,340	148,320	(97,020)	165%
KinderCare Mahogany (16 slots x 12 mos. x \$505 + \$5k loss of subsi	-	56,560	101,960	45,400	55%
Baby Yale Brentwood (41 slots x 12 mos. x \$505 + \$5k loss of subsic	-	112,110	253,460	141,350	44%
Tiny Toes (8 slots x 12 mos. x \$505 + \$5k loss of subsidy)	7,070	25,755	53,480	27,725	48%
One Solution Technology (CLOUDS)	-	-	64,900	64,900	0%
Presidio Networked Solutions LLC	-	-	2,700	2,700	0%
Carryover: Other Contracts (One Solution, Dell Marketing, etc.)	2,700	3,835	496,010	492,175	1%
TOTAL CONTRACTUAL (6f)	11,962	544,588	1,293,589	749,001	42%
h. OTHER (Object Class 6h)					
1. Bldg Occupancy Costs/Rents & Leases	(17)	365	8,000	7,635	5%
2. Utilities, Telephone	1,109	4,739	12,000	7,261	39%
3. Building & Child Liability Insurance	-	-	1,000	1,000	0%
4. Bldg. Maintenance/Repair and Other Occupancy	1,869	88,320	10,000	(78,320)	883%
Carryover: Public Works Projects	110,255	112,505	1,011,833	899,328	11%
Carryover: Kompan Playground Projects	-	203,357	200,207	(3,150)	102%
5. Local Travel (58 cents per mile effective 1/1/2019)	24	2,904	2,000	(904)	145%
6. Parent Services					
Parent Conference Registration/Trainings	-	-	500	500	0%
Parent Resources (Parenting Books, Videos, etc.)	-	-	4,100	4,100	0%
PC Orientation, Trainings (including food), Materials & Translation	-	-	5,000	5,000	0%
Policy Council Meetings (including food)	-	-	1,000	1,000	0%
Parent Activities-Sites, PC, BOS luncheon and Appreciation (includin	-	-	1,000	1,000	0%
Child Care/Mileage Reimbursement	-	-	1,000	1,000	0%
7. Accounting & Legal Services					
Auditor Controller/Legal (County Council)	-	58	500	442	12%
Data Processing/Other Services & Supplies	-	3,945	3,000	(945)	131%
8. Publications/Advertising/Printing					
Outreach - Printing	200	200	500	300	40%
Recruitment Advertising (e.g. Newspapers, Brochures)	-	2,188	500	(1,688)	438%
9. Training or Staff Development					
Agency Memberships (WIPFLI, Meeting Fees, CHSA, NHSA, NAEYC)	-	311	2,000	1,689	16%
Staff Trainings-Nutrition, Prog. Regs, Bus/Mgmt Systems; IT (includin	7	16,195	4,115	(12,080)	394%
10. Other					
Collaboration with Child Development Program	-	912,533	1,496,680	584,147	61%
Site Security Guards	-	-	3,000	3,000	0%
Vehicle Operating/Mainenance and Repair	-	3,659	2,000	(1,659)	183%
Equipment Maintenance Repair & Rental	790	1,031	4,000	2,969	26%
COVID-19 One Time	-	-	156,973	156,973	0%
Other Operating Expenses (CSD Admin/Facs Mgt. Alloc)	5,603	38,101	23,035	(15,066)	165%
TOTAL OTHER (6h)	119,841	1,390,412	2,953,943	1,563,531	47%
I. TOTAL DIRECT CHARGES (6a-6h)	254,553	2,736,231	5,508,805	2,772,574	50%
j. INDIRECT COSTS	13,943	62,590	149,240	86,650	42%
k. TOTALS - ALL BUDGET CATEGORIES	268,496	2,798,821	5,658,045	2,859,224	49%

CONTRA COSTA COUNTY-COMMUNITY SERVICES BUREAU
EARLY HEAD START- CC PARTNERSHIP #2
BUDGET PERIOD SEPTEMBER 2019 - AUGUST 2020
AS OF JUNE 2020

1	2	3	4	5	6
	Actual Jun-20	Total YTD Actual	Total Budget	Remaining Budget	83% YTD
Non-Federal Match (In-Kind)	53,699	647,980	923,256	275,276	70%

**CONTRA COSTA COUNTY-COMMUNITY SERVICES BUREAU
EARLY HEAD START- CC PARTNERSHIP #2**

BUDGET PERIOD SEPTEMBER 2019 - AUGUST 2020

AS OF JUNE 2020

DESCRIPTION	JUNE YTD Actual	Total Budget	Remaining Budget	83% % YTD
a. PERSONNEL	\$ 466,168	\$ 710,668	\$ 244,500	66%
b. FRINGE BENEFITS	303,401	504,605	201,204	60%
c. TRAVEL	8,212	10,000	1,788	82%
d. EQUIPMENT	-	-	-	0%
e. SUPPLIES	23,450	36,000	12,550	65%
f. CONTRACTUAL	544,588	1,293,589	749,001	42%
g. CONSTRUCTION	-	-	-	0%
h. OTHER	1,390,412	2,953,943	1,563,531	47%
I. TOTAL DIRECT CHARGES	\$ 2,736,231	\$ 5,508,805	\$ 2,772,574	50%
j. INDIRECT COSTS	62,590	149,240	86,650	42%
k. TOTAL-ALL BUDGET CATEGORIES	\$ 2,798,821	\$ 5,658,045	\$ 2,859,224	49%
<i>In-Kind (Non-Federal Share)</i>	\$ 647,980	\$ 923,256	\$ 275,276	70%

EMPLOYMENT & HUMAN SERVICES DEPARTMENT
 COMMUNITY SERVICES BUREAU
 CHILD NUTRITION FOOD SERVICES
 CHILD and ADULT CARE FOOD PROGRAM MEALS SERVED
 FY 2019-2020

Month covered	2020 May
Approved sites operated this month	13
Number of days meals served this month	20
Average daily participation	6
Child Care Center Meals Served:	
Breakfast	52
Lunch	113
Supplements	104
Total Number of Meals Served	<u>269</u>
Claim Reimbursement Total	<u>\$748</u>

EMPLOYMENT & HUMAN SERVICES DEPARTMENT
 COMMUNITY SERVICES BUREAU
 CHILD NUTRITION FOOD SERVICES
 CHILD and ADULT CARE FOOD PROGRAM MEALS SERVED
 FY 2019-2020

Month covered	2020 June
Approved sites operated this month	13
Number of days meals served this month	22
Average daily participation	22
Child Care Center Meals Served:	
Breakfast	316
Lunch	491
Supplements	375
Total Number of Meals Served	<u>1,182</u>
Claim Reimbursement Total	<u>\$2,849</u>

**COMMUNITY SERVICES BUREAU
SUMMARY CREDIT CARD EXPENDITURE
June 2020**

Stat. Date	Amount	Program	Purpose/Description
06/22/20	85.44	Indirect Admin Costs	Office Exp
	85.44		
06/22/20	761.61	HS Basic Grant	Books, Periodicals
06/22/20	761.60	EHS-Child Care Partnership #2	Books, Periodicals
06/22/20	309.13	GM III Site Costs	Books, Periodicals
06/22/20	210.00	Indirect Admin Costs	Books, Periodicals
	2,042.34		
06/22/20	(92.40)	Child Care Svs Program	Minor Furniture/Equipment
06/22/20	(476.00)	HS Basic Grant	Minor Furniture/Equipment
06/22/20	(81.30)	Child Care Svs Program	Minor Furniture/Equipment
06/22/20	162.60	HS Basic Grant	Minor Furniture/Equipment
06/22/20	798.85	HS Basic Grant	Minor Furniture/Equipment
	311.75		
06/22/20	849.84	HS Basic Grant	Other Special Dpmtal Exp
06/22/20	849.84	EHS-Child Care Partnership	Other Special Dpmtal Exp
06/22/20	566.56	EHS Basis Grant	Other Special Dpmtal Exp
06/22/20	566.57	EHS-Child Care Partnership #2	Other Special Dpmtal Exp
06/22/20	1,188.00	Indirect Admin Costs	Other Special Dpmtal Exp
06/22/20	384.00	HS Basic Grant	Other Special Dpmtal Exp
	4,404.81		
06/22/20	143.90	HS Basic Grant	Misc Services/Supplies
06/22/20	203.73	EHS-Child Care Partnership #2	Misc Services/Supplies
06/22/20	111.30	EHS-Child Care Partnership	Misc Services/Supplies
06/22/20	104.00	Indirect Admin Costs	Misc Services/Supplies
	562.93		
TOTAL	7,407.27		

**CAO Monthly Report
CSBG and Weatherization Programs
Year-to-Date Expenditures
As of June 30, 2020**

1. 2020 LIHEAP WX

Contract # 20B-2005
Term: Oct. 1, 2019 - June 30, 2021
Amount: WX \$ 1,059,676

Total Contract	\$ 1,059,676
Expenditures	(764,397)
Balance	<u>\$ 295,279</u>
Expended	72%

2. 2020 LIHEAP ECIP/EHA 16

Contract # 20B-2005
Term: Oct. 1, 2019 - June 30, 2021
Amount: EHA 16 \$ 938,862

Total Contract	\$ 938,862
Expenditures	(519,593)
Balance	<u>\$ 419,269</u>
Expended	55%

3. 2017 Department of Energy (DOE)

Contract # 17C-4004
Term: June 1, 2018 - June 30, 2020
Amount: \$ 402,486

Total Contract	\$ 402,486
Expenditures	(402,486)
Balance	<u>\$ -</u>
Expended	100%

4. 2020 COMMUNITY SERVICES BLOCK GRANT (CSBG)


Contract # 20F-3007
Term: Jan. 1, 2020 - May 31, 2021
Amount: \$ 868,084

Total Contract	\$ 868,084
Expenditures	(239,179)
Balance	<u>\$ 628,905</u>
Expended	28%

Prepared: July 20, 2020

fldr/fn:CAO Monthly Reports/WX YTD Exp-CAO Mo Rprt 6-2020

JULY 2020 – COMMUNITY SERVICES BUREAU PRESCHOOL MENU

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
<p>ALL BREAKFAST & LUNCH SERVED WITH 1% MILK</p> <p>*Indicates vegetable included in main dish</p> <p>WATER IS OFFERED THROUGHOUT THE DAY</p>				
<p>6</p> <p><u>BREAKFAST</u></p> <p>1 ea. FRESH APPLE ¾ c. KIX CEREAL</p> <p><u>LUNCH</u></p> <p>¾ c. CUBAN BLACK BEAN ¼ c. CARROT STICKS 1 ea. FRESH KIWI 6 ea. WHOLE CORN TORTILLA CHIPS</p> <p><u>PM SNACK</u></p> <p>1 pkg. GOLDFISH CRACKERS ½ c. 1% MILK</p>	<p>7</p> <p><u>BREAKFAST</u></p> <p>1 ea. FRESH TANGERINE ¾ c. CORN CHEX CEREAL</p> <p><u>LUNCH</u></p> <p>⅔ c. GROUND TURKEY & SPANISH RICE (ground turkey, tomatoes, green pepper, onion) ¼ c. BLANCHED CAULIFLOWER ½ ea. FRESH PEAR</p> <p><u>PM SNACK</u></p> <p>1 ea. FRESH APPLE 1 ea. CHEDDAR CHEESE STICK</p>	<p>8</p> <p><u>BREAKFAST</u></p> <p>1 ea. FRESH APPLE ½ ea. WHOLE WHEAT BAGEL/CREAM CHEESE</p> <p><u>LUNCH</u></p> <p>½ ea. SUNBUTTER & JELLY SANDWICH 1 oz. CHEESE STICK ¼ c. CARROT STICKS ½ ea. FRESH PEAR ½ ea. WHOLE WHEAT BREAD</p> <p><u>PM SNACK</u></p> <p>1 pkg. SCOOPY DOO CINNAMON GRAHAM ½ c. 1% MILK</p>	<p>9</p> <p><u>BREAKFAST</u></p> <p>1 ea. FRESH BANANA ¼ c. CINNAMON OATMEAL & RAISINS</p> <p><u>LUNCH</u></p> <p>¾ c. BAJA BEAN TACO (kidney beans, pinto beans & salsa) ½ c. SHREDDED LETTUCE ¼ c. FRESH STRAWBERRIES 2 ea. MINI CORN TORTILLA</p> <p><u>PM SNACK</u></p> <p>1 ea. FRESH KIWI 1 ea. MOZZARELLA CHEESE STICK</p>	<p>10</p> <p><u>BREAKFAST</u></p> <p>1 ea. FRESH ORANGE ¾ c. RICE CHEX CEREAL</p> <p><u>LUNCH</u></p> <p>¾ c. TUNA SALAD (tuna, eggs, eggless mayo, relish, celery, onions) ½ c. SPRING SALAD MIX/ITALIAN DRESSING ¼ c. FRESH STRAWBERRIES 1 sl. WHOLE WHEAT BREAD</p> <p><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>13</p> <p><u>BREAKFAST</u></p> <p>1 ea. FRESH PEAR ½ c. BRAN CEREAL</p> <p><u>LUNCH</u></p> <p>*VEGGIE PITA POCKET ½ c. LEAFY SALAD GREENS & SHREDDED CARROTS ½ oz. SHREDDED CHEESE 1 ea. HARD BOILED EGG 1 ea. FRESH TANGERINE ½ ea. WHOLE WHEAT PITA POCKET</p> <p><u>PM SNACK</u></p> <p>2 pkgs. WHEATWORTH CRACKERS/HUMMUS ½ c. 1% MILK</p>	<p>14</p> <p><u>BREAKFAST</u></p> <p>1 ea. FRESH ORANGE ¾ c. RICE CHEX CEREAL</p> <p><u>LUNCH</u></p> <p>¾ c. SLOPPY JOE MEAT ¼ c. BROCCOLI SLAW(eggless mayo) ¼ c. FRESH APPLE SLICES ½ ea. WHOLE WHEAT HAMBURGER BUN</p> <p><u>PM SNACK</u></p> <p>1 pkg. ANIMAL CRACKERS ½ c. 1% MILK</p>	<p>15</p> <p><u>BREAKFAST</u></p> <p>1 ea. FRESH BANANA ¾ c. KIX CEREAL</p> <p><u>LUNCH</u></p> <p>½ c. GREEN POZOLE SOUP (diced chicken, tomatillo, hominy) ¼ c. SHREDDED CABBAGE & CILANTRO ¼ c. MANGO CHUNKS 6 ea. WHOLE CORN TORTILLA CHIPS</p> <p><u>PM SNACK</u></p> <p>6 ea. WHEAT THIN CRACKERS ½ c. CUCUMBER & CARROT STICKS/RANCH DRESSING</p>	<p>16</p> <p><u>BREAKFAST</u></p> <p>1 ea. FRESH ORANGE ½ sl. WHOLE WHEAT CINNAMON BREAD</p> <p><u>LUNCH</u></p> <p>¾ c. BLACK EYE PEAS ¼ c. COLESLAW(eggless mayo) ½ ea. FRESH PEAR 1 sq. HOMEMADE CORNBREAD SQUARE</p> <p><u>PM SNACK</u></p> <p>½ c. PINEAPPLE TIDBITS ½ c. COTTAGE CHEESE</p>	<p>17</p> <p><u>BREAKFAST</u></p> <p>1 ea. FRESH BANANA ½ c. CHEERIOS</p> <p><u>LUNCH</u></p> <p>½ c. CHICKEN SALAD ¼ c. SPINACH LEAVES/RANCH DRESSING ¼ c. FRESH STRAWBERRIES ½ ea. WHOLE WHEAT PITA BREAD</p> <p><u>PM SNACK</u></p> <p>1 ea. FRESH APPLE 1 tbsp. SUNBUTTER</p>
<p>20</p> <p><u>BREAKFAST</u></p> <p>1 ea. FRESH ORANGE ¾ c. CORN CHEX CEREAL</p> <p><u>LUNCH</u></p> <p>¾ c. *VEGETABLE CHILI (kidney beans, tomatoes, bulgur wheat, yogurt, & cheddar cheese) 1 ea. FRESH KIWI 2 pkgs. WHEAT CRACKERS</p> <p><u>PM SNACK</u></p> <p>½ c. CARROT PINEAPPLE CRAISIN SALAD ½ c. 1% MILK</p>	<p>21</p> <p><u>BREAKFAST</u></p> <p>½ c. FRESH APPLE SLICES/SUNBUTTER ½ sl. WHOLE WHEAT BREAD</p> <p><u>LUNCH</u></p> <p>½ c. CURRY CHICKEN SALAD ¼ c. MARINATED CUCUMBER & TOMATOES ¼ c. FRESH STRAWBERRIES ½ ea. WHOLE WHEAT PITA POCKET BREAD</p> <p><u>PM SNACK</u></p> <p>½ c. FRIENDS TRAIL MIX (kix, cheerios, corn chex, raisins, pretzels, & dried apricots) ½ c. 1% MILK</p>	<p>22</p> <p><u>BREAKFAST</u></p> <p>1 ea. FRESH BANANA ½ c. CORNFLAKES</p> <p><u>LUNCH</u></p> <p>½ c. TURKEY SPAGHETTI CASSEROLE (ground turkey, tomato paste, onions with whole wheat spaghetti) ¼ c. ROASTED BROCCOLI ¼ c. MANGO CHUNKS</p> <p><u>PM SNACK</u></p> <p>½ c. CELERY STICKS & CAULIFLOWER/RANCH DIP 6 ea. WHEAT THIN CRACKERS</p>	<p>23</p> <p><u>BREAKFAST</u></p> <p>1 ea. FRESH KIWI ½ ea. ENGLISH MUFFIN/MIXED FRUIT JELLY</p> <p><u>LUNCH</u></p> <p>1 ea. MEXICAN PIZZA (refried beans, tomato paste, chunky salsa) ½ oz. SHREDDED MOZZARELLA CHEESE ¼ c. ROASTED BUTTERNUT SQUASH ½ ea. FRESH PEAR 1 ea. WHOLE WHEAT TORTILLA</p> <p><u>PM SNACK – ANTS ON A LOG</u></p> <p>2 tbsps. SUNBUTTER/RAISINS ¼ c. CELERY STICKS ½ c. 1% MILK</p>	<p>24</p> <p><u>BREAKFAST</u></p> <p>1 ea. FRESH BANANA ¾ c. RICE CHEX CEREAL</p> <p><u>LUNCH</u></p> <p>1 ½ oz. TURKEY HAM & SWISS CHEESE EGGLESS MAYO & MUSTARD DRESSING ¼ c. GREEN LEAF LETTUCE ¼ c. TOMATO SLICES 1 ea. FRESH TANGERINE 1 sl. WHOLE WHEAT BREAD</p> <p><u>PM SNACK</u></p> <p>½ c. COTTAGE CHEESE ½ c. MANGO CHUNKS</p>
<p>27</p> <p><u>BREAKFAST</u></p> <p>1 ea. FRESH ORANGE ¾ c. RICE CHEX CEREAL</p> <p><u>LUNCH</u></p> <p>½ c. VEGETARIAN BEANS ½ c. TOASTED CHEESE SANDWICH ½ c. SPRING SALAD MIX/ITALIAN DRESSING ½ ea. FRESH APPLE</p> <p><u>PM SNACK</u></p> <p>2 pkgs. RITZ CRACKERS ½ c. 1% MILK</p>	<p>28</p> <p><u>BREAKFAST</u></p> <p>1 ea. FRESH KIWI ½ c. BRAN CEREAL</p> <p><u>LUNCH</u></p> <p>1 ½ ozs. FILIPINO ADOBO (chicken leg, soy sauce, vinegar) ¼ c. FRESH BROCCOLI FLORETS/RANCH DRESSING 1 ea. FRESH TANGERINE ¼ c. BROWN RICE</p> <p><u>PM SNACK</u></p> <p>1 ea. FRESH BANANA 1 tbsp. SUNBUTTER</p>	<p>29</p> <p><u>BREAKFAST</u></p> <p>1 ea. FRESH BANANA ½ c. CHEERIOS</p> <p><u>LUNCH</u></p> <p>½ c. EGG SALAD (eggless mayo) ¼ c. CUCUMBERS, TOMATOES & OLIVES WITH FETA CHEESE DRESSING ½ ea. FRESH APPLE ½ ea. WHOLE WHEAT PITA BREAD</p> <p><u>PM SNACK</u></p> <p>1 sl. RAISIN BREAD ½ c. 1% MILK</p>	<p>30</p> <p><u>BREAKFAST</u></p> <p>1 ea. FRESH APPLE ½ ea. WHOLE WHEAT BAGEL/CREAM CHEESE</p> <p><u>LUNCH</u></p> <p>½ ea. SUNBUTTER & JELLY SANDWICH 1 oz. CHEESE STICK ¼ c. CARROT STICKS ½ ea. FRESH PEAR</p> <p><u>PM SNACK</u></p> <p>1 pkg. SCOOPY DOO CINNAMON GRAHAM ½ c. 1% MILK</p>	<p>31</p> <p><u>BREAKFAST</u></p> <p>1 ea. FRESH KIWI ¾ c. CORN CHEX CEREAL</p> <p><u>LUNCH</u></p> <p>¾ c. CHICKEN SALAD (eggless mayo) ¼ c. ROASTED CARROTS ¼ c. FRESH STRAWBERRIES 1 sl. WHOLE WHEAT BREAD</p> <p><u>PM SNACK</u></p> <p>½ c. JICA MA & CUCUMBER STICKS VEGETABLE DRESSING (eggless mayo) 6 ea. WHEAT THIN CRACKERS</p>



**Contra
Costa
County**

To: Board of Supervisors
From: Deborah R. Cooper, Clerk-Recorder
Date: September 8, 2020

Subject: Consolidation Requests for the November 3, 2020 General Election

RECOMMENDATION(S):

APPROVE election consolidation requests from those jurisdictions who filed a resolution with the County-Clerk Recorder-Elections Division and the Clerk of the Board of Supervisors to consolidate their elections with the November 3, 2020 General Election, and AUTHORIZE the County Clerk-Recorder to conduct the elections for those jurisdictions listed below who submitted measures to voters:

- Contra Costa County
- CSA-R7 (Alamo area)
- City of Antioch
- City of Concord
- City of Orinda
- City of Pittsburg
- City of Richmond
- City of San Pablo

FISCAL IMPACT:

There is no additional direct cost to the County. Any additional cost incurred by the Elections Division will be recovered from each City, School and Special District that chooses to consolidate its election with the November 3, 2020 General Election.

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

Action of Board On: **09/08/2020** 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: September 8, 2020

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

By: June McHuen, Deputy

Contact: Rosa Mena,
925.335.7806

cc:

BACKGROUND:

Records indicate that the entities requesting consolidation have filed a resolution with the Clerk of the Board of Supervisors requesting the consolidation with the General Election. Granting the requests will allow the Elections Division to consolidate the Districts' and Cities' elections with the County's General Election, which will reduce the County's cost of conducting the election.

CONSEQUENCE OF NEGATIVE ACTION:

Not approving the requests will require each City, School, and Special District to conduct its own election.



**Contra
Costa
County**

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: September 8, 2020

Subject: Interagency Agreement #28–342-3 with Mt. Diablo Unified School District

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Interagency Agreement #28–342-3 with Mt. Diablo Unified School District (“District”), a government agency, to provide school-based mobile clinic services, for the period from September 1, 2020 through August 31, 2025.

FISCAL IMPACT:

This is a non-financial agreement.

BACKGROUND:

This Contract meets the social needs of County’s population by providing mobile clinic services, including comprehensive physical exams, immunizations, tuberculosis testing, sports physicals, dental services and well-child care to low-income and disadvantaged school children and youth within the District.

On March 21, 2017, the Board of Supervisors approved Interagency Agreement #28–342-1, as amended by Amendment Agreement #28–342-2, with the District, to provide school-based mobile clinic services to children within the District through August 31, 2025, including County’s agreement to indemnify the District.

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/08/2020** 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: September 8, 2020

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

By: June McHuen, Deputy

Contact: Daniel Peddycord,
925-313-6712

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, low-income and disadvantaged school children and youth in Central Contra Costa County will not receive preventive health screenings, well-child examinations, and primary health care services from County's mobile clinics.

CHILDREN'S IMPACT STATEMENT:

This program supports the following Board of Supervisors' community outcomes: "Children Ready For and Succeeding in School" and "Communities that are Safe and Provide a High Quality of Life for Children and Families". Expected program outcomes include an increase in the number of healthy children within the District.



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: September 8, 2020

Subject: Clarification of Board Item C.34 with Agiliti Health, Inc.

RECOMMENDATION(S):

APPROVE clarification of Board action on August 4, 2020 (C.34) which authorized the Health Services Director to execute Contract #76-583-5 with Agiliti Health, Inc., a corporation, to correct the Payment Limit from an amount not to exceed \$993,600, to reflect the intent of the parties in which the Payment Limit should be an amount not to exceed \$993,658.

FISCAL IMPACT:

This Contract is funded 100% by Hospital Enterprise Fund I.

BACKGROUND:

On August 4, 2020 the Board of Supervisors approved Contract #76-583-5 with Agiliti Health, Inc to provide preventive maintenance and repair services on various biomedical equipment and systems at CCRMC for the period September 1, 2020 through August 31, 2023.

The purpose of this Board Order is to correct the Payment Limit to reflect the intent of the parties in which the Payment limit should be \$993,658 instead of \$993,600.

CONSEQUENCE OF NEGATIVE ACTION:

If this correction is not approved Contractor's payment limit on this contract will not be corrected.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/08/2020** 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: September 8, 2020

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

By: June McHuen, Deputy

Contact: Jaspreet Benepal,
925-370-5101



Contra
Costa
County

To: Board of Supervisors
From: Russell Watts, Treasurer-Tax Collector
Date: September 8, 2020

Subject: ADOPTION OF THE QUARTERLY INVESTMENT REPORT AS OF 6/30/2020

RECOMMENDATION(S):

ACCEPT the Treasurer's Quarterly Investment Report (the "Report") as of June 30, 2020, as recommended by the County Treasurer-Tax Collector.

FISCAL IMPACT:

None.

BACKGROUND:

Government Code Section 53646 requires the County Treasurer to prepare quarterly reports to the Board of Supervisors describing County investments including type, par value, cost, and market value. Attached please find the report for the period April 1, 2020 through June 30, 2020.

As of June 30, 2020, the par value, cost, and market value of Contra Costa County Investment Pool were \$3,980,596,638.00, \$3,973,515,227.17, and \$3,998,000,222.94 respectively. The weighted yield to maturity was 0.88% and the weighted average days to maturity were 282 days.

As of June 30, 2020, the Treasurer's investment portfolio was in compliance with Government Code 53600

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/08/2020** 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: September 8, 2020

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

By: June McHuen, Deputy

Contact: Ronda Boler, (925)
957-2806

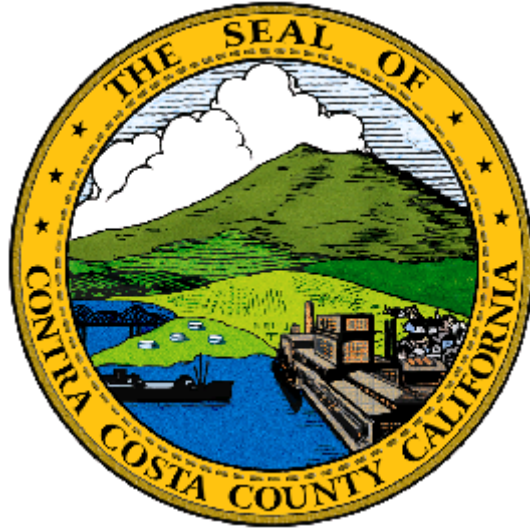
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BACKGROUND: (CONT'D)

et. seq. and with the Treasurer's current investment policy. Historical activities combined with future cash flow projections indicate that the County has sufficient liquidity to meet its obligations for the next six months.

ATTACHMENTS

Q2_2020 TOC Report_Final



CONTRA COSTA COUNTY
TREASURER'S QUARTERLY INVESTMENT REPORT
AS OF JUNE 30, 2020

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*As of 6/30/20, no Treasury Pool assets were invested in the CalTRUST Liquidity fund.

EXECUTIVE SUMMARY

- The Treasurer's investment portfolio is in compliance with Government Code 53600 et. seq..
- The Treasurer's investment portfolio is in compliance with the Treasurer's current investment policy.
- The Treasurer's investment portfolio has no securities lending, reverse repurchase agreements or derivatives.
- As of 6/30/20, the fair value of the Treasurer's investment portfolio was 1.0062% of the cost. More than 79 percent of the portfolio or over \$3.15 billion will mature in less than a year. Historical activities combined with future cash flow projections indicate that the County should be able to meet its cash flow needs for the next six months.
- Treasurer's Investment Portfolio Characteristics

Par	\$3,980,596,638.00
Cost	\$3,973,515,227.17
Market Value	\$3,998,000,222.94
Weighted Yield to Maturity	0.88%
Weighted Average Days to Maturity	282 days
Weighted Duration	0.75 year

Notes:

1. All reporting information is unaudited but due diligence was utilized in its preparation. The information in this report is subject to change without notice.
2. There may be slight differences between the investment pool summary pages and the attached statements and exhibits from time to time. The variances are largely due to the timing difference in recording and/or posting transactions, interests, security values, etc.
3. All securities and amounts reported are denominated in U.S. Dollars.

CONTRA COSTA COUNTY INVESTMENT POOL
As of June 30, 2020

<u>TYPE</u>	<u>PAR VALUE</u>	<u>COST</u>	<u>FAIR VALUE</u>	<u>PERCENT OF TOTAL COST</u>
A. Investments Managed by Treasurer's Office				
1. U.S. Treasuries (STRIPS, Bills, Notes)	\$536,558,000.00	\$535,425,676.99	\$536,418,918.44	13.47%
2. U.S. Agencies				
Federal Home Loan Banks	1,095,911,217.39	1,095,042,504.52	1,097,792,069.15	27.56%
Federal National Mortgage Association	206,442,000.00	206,010,898.29	209,054,837.30	5.18%
Federal Farm Credit Banks	170,121,000.00	169,995,357.95	172,093,736.30	4.28%
Federal Home Loan Mortgage Corporation	465,688,000.00	465,445,357.49	465,557,280.13	11.71%
Subtotal	1,938,162,217.39	1,936,494,118.25	1,944,497,922.88	48.74%
3. Supranationals - International Government	325,000,000.00	324,598,210.00	326,118,800.00	8.17%
4. Money Market Instruments				
Commercial Paper	250,000,000.00	248,938,863.93	249,950,091.67	6.26%
Negotiable Certificates of Deposit	90,000,000.00	90,000,000.00	90,065,891.30	2.26%
Time Deposit	3,401.36	3,401.36	3,395.49	0.00%
Subtotal	340,003,401.36	338,942,265.29	340,019,378.46	8.53%
5. Corporate Notes	269,637,000.00	266,633,885.49	276,197,373.31	6.71%
TOTAL (Section A.)¹	3,409,360,618.75	3,402,094,156.02	3,423,252,393.09	85.62%
B. Investments Managed by Outside Contractors				
1. PFM	81,572,315.04	81,553,698.31	83,232,101.52	2.05%
2. Local Agency Investment Fund (LAIF)	269,150,158.51	269,150,158.51	270,472,438.06 ²	6.77%
3. Wells Capital Management	44,113,341.41	44,317,010.04	44,643,085.98 ³	1.12%
4. CAMP	35,267,729.80	35,267,729.80	35,267,729.80	0.89%
5. CalTRUST (Liquidity Fund)	-	-	-	0.00%
6. US Bank (Federated Tax Free Cash Fund)	4,768,636.91	4,768,636.91	4,768,636.91	0.12%
7. Other				
a. EBRCB Bond	1,428,780.65	1,428,780.65	1,428,780.65	0.04%
TOTAL (Section B.)	436,300,962.32	436,486,014.22	439,812,772.92	10.98%
C. Cash	134,935,056.93	134,935,056.93	134,935,056.93	3.40%
⁴GRAND TOTAL (FOR A , B, & C)	\$3,980,596,638.00	\$3,973,515,227.17	\$3,998,000,222.94	100.00%

Notes:

1. Excludes funds managed by PFM retained by Contra Costa School Insurance Group and Community College District
2. Estimated Fair Value
3. Base Market Value plus Accrued Interest
4. Does not include the Futuris Public Entity Trust of the Contra Costa Community College District Retirement Board of Authority

CONTRA COSTA COUNTY INVESTMENT POOL
As of June 30, 2020

CONTRA COSTA COUNTY INVESTMENT POOL - EARNING STATISTICS

	Fiscal Year To Date	Quarter To Date
Average Daily Balance (\$)	3,409,344,006.60	3,966,568,268.25
Net Earnings (\$)	62,560,040.04	11,234,185.21
Earned Income Yield	1.80%	1.12%

CONTRA COSTA COUNTY INVESTMENT POOL - PORTFOLIO STATISTICS

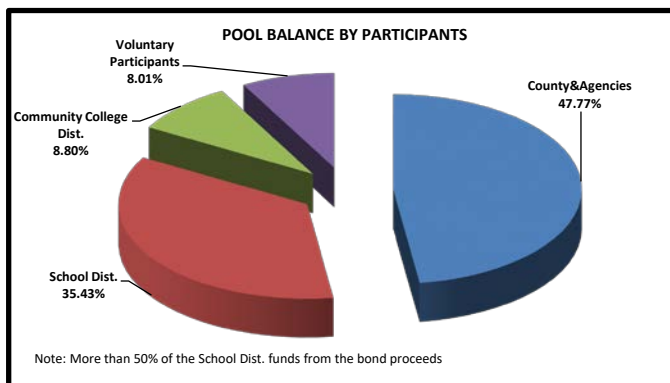
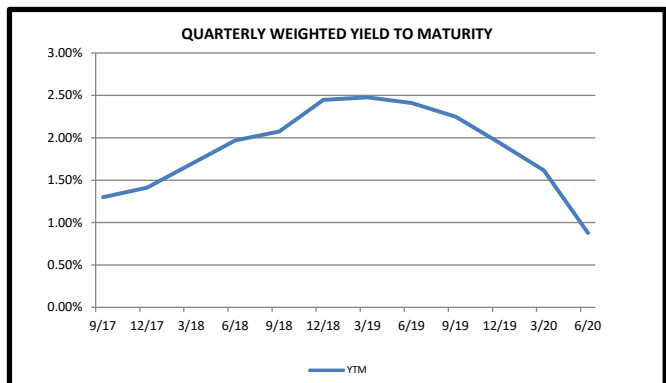
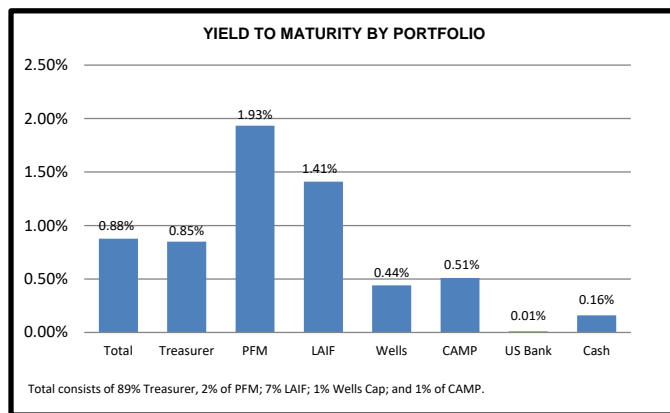
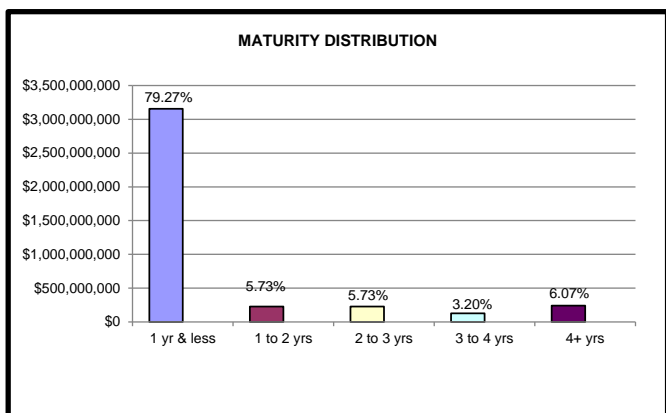
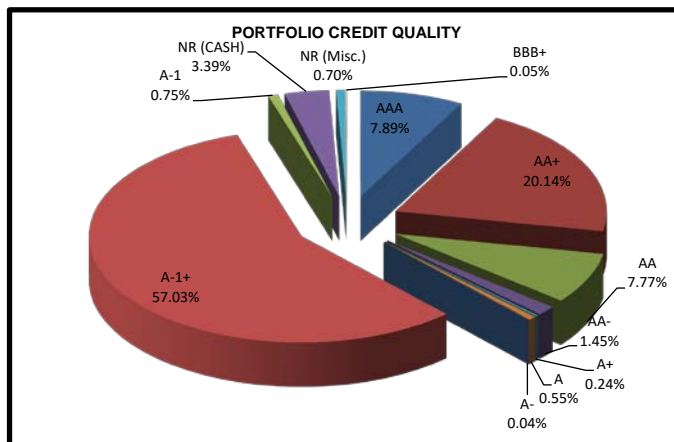
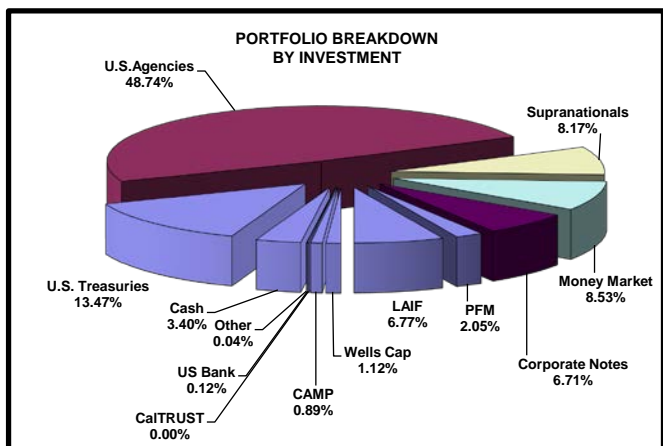
Investment Type	Par Value (\$)	Fair Value (\$)	YTM (%)	WAM (days)	Percentage of Portfolio
U.S. Treasury	536,558,000.00	536,418,918.44	0.29	67	13.42%
Agencies	1,938,162,217.39	1,944,497,922.88	0.60	395	48.64%
Commercial Paper	250,000,000.00	249,950,091.67	1.17	49	6.25%
NCD/YCD	90,000,000.00	90,065,891.30	1.49	19	2.25%
Corporate Notes	269,637,000.00	276,197,373.31	2.63	582	6.91%
Time Deposit	3,401.36	3,395.49	0.08	328	0.00%
Supranationals	325,000,000.00	326,118,800.00	1.43	231	8.16%
PFM	81,572,315.04	83,232,101.52	1.93	750	2.08%
LAIF	269,150,158.51	270,472,438.06	1.41	1	6.77%
CAMP	35,267,729.80	35,267,729.80	0.51	0	0.88%
CalTRUST (Liquidity)	-	-	-	0	0.00%
Wells Cap	44,113,341.41	44,643,085.98	0.44	292	1.12%
US Bank (Federated Tax Free)	4,768,636.91	4,768,636.91	0.01	0	0.12%
Misc. ¹	1,428,780.65	1,428,780.65	N/A	N/A	0.04%
Cash	134,935,056.93	134,935,056.93	0.16	0	3.38%
Total Fund³	<u>3,980,596,638.00</u>	<u>3,998,000,222.94</u>	<u>0.88</u>	<u>282</u>	<u>100.00%</u>

1. East Bay Regional Communications System Authority.

2. Average Earning Allowance for this quarter.

3. Excludes the Futuris Public Entity Trust of the CCCC Retirement Board of Authority.

**CONTRA COSTA COUNTY
INVESTMENT POOL
AT A GLANCE**
As of June 30, 2020

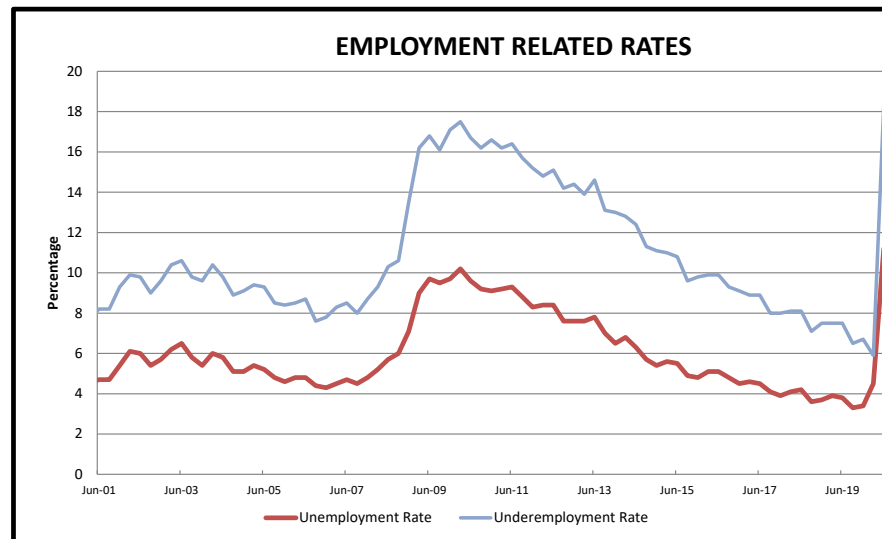
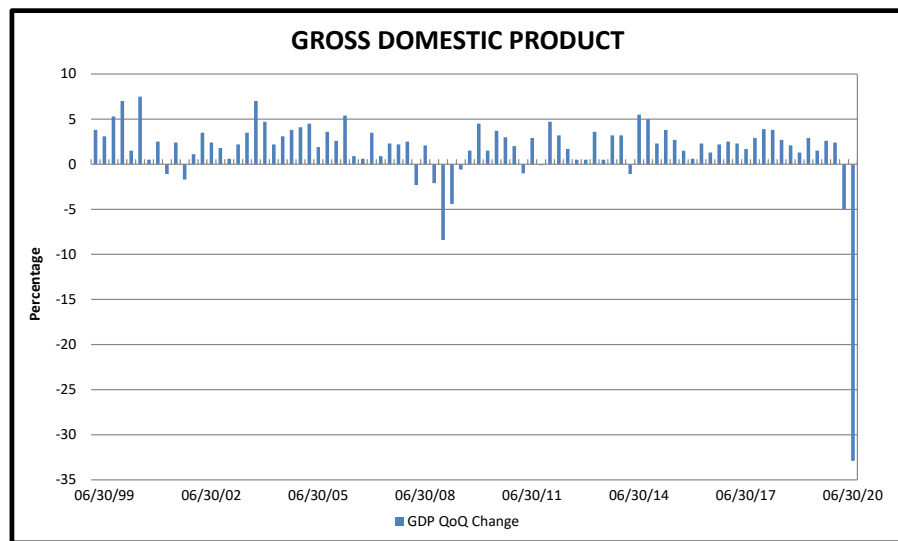
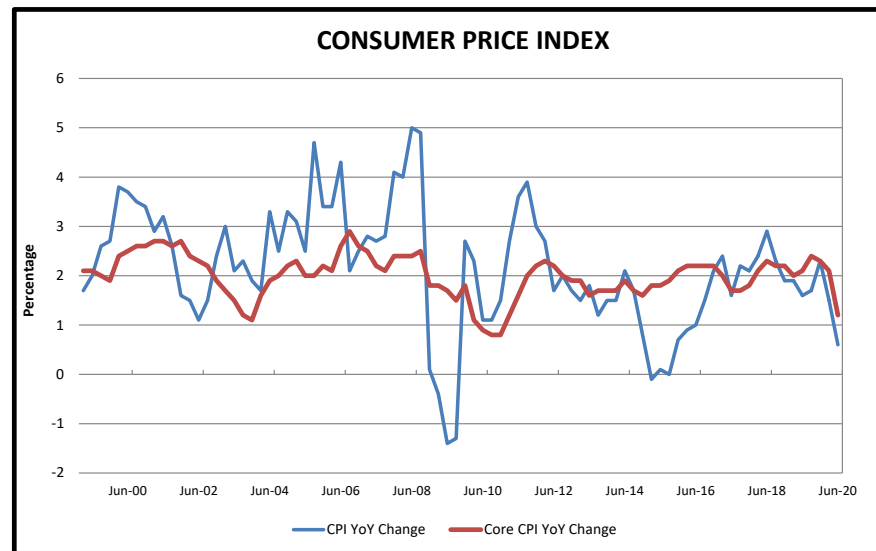
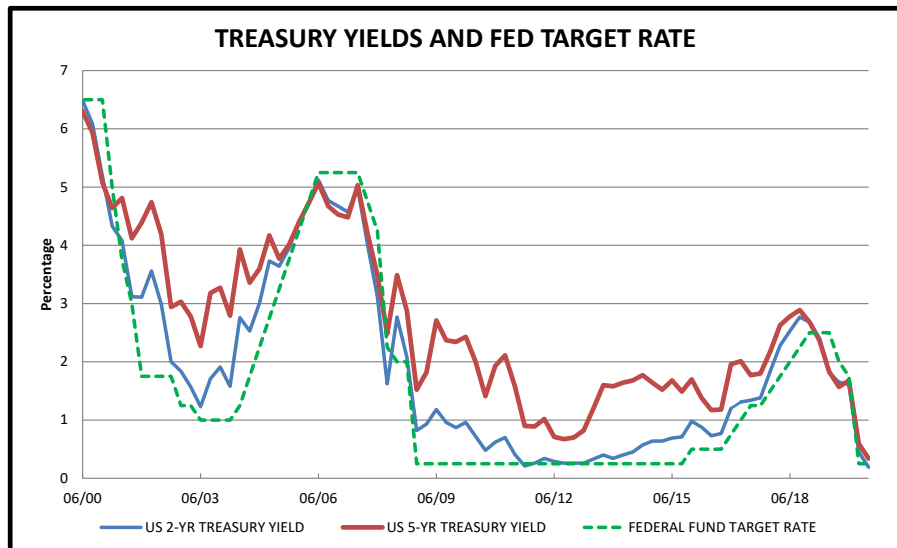


NOTES TO INVESTMENT PORTFOLIO SUMMARY AND AT A GLANCE AS OF JUNE 30, 2020

1. All report information is unaudited but due diligence was utilized in its preparation.
2. There may be slight differences between the portfolio summary page and the attached exhibits and statements for investments managed by outside contractors or trustees. The variance is due to the timing difference in recording transactions associated with outside contracted parties during interim periods and later transmitted to the appropriate county agency and/or the Treasurer's Office. In general, the Treasurer's records reflect booked costs at the beginning of a period.
3. All securities and amounts included in the portfolio are denominated in United States Dollars.
4. The Contra Costa County investment portfolio maintains Standard & Poor's highest credit quality rating of AA+ and lowest volatility of S1+. The portfolio consists of a large portion of short-term investments with credit rating of A-1/P-1 or better. The majority of the long-term investments in the portfolio are rated AA or better.
5. In accordance with Contra Costa County's Investment Policy, the Treasurer's Office has constructed a portfolio that safeguards the principal, meets the liquidity needs and achieves a return. As a result, more than 79% of the portfolio will mature in less than a year with a weighted average maturity of 282 days.

MAJOR MARKET AND ECONOMIC DATA

AS OF JUNE 30, 2020



Note:
All data provided by Bloomberg.

SECTION III

APPENDIX

A. INVESTMENT PORTFOLIO DETAIL - MANAGED BY TREASURER'S OFFICE



Inventory by Market Value

As Of Date: 06/30/2020

Date Basis: Settlement

Run: 07/02/2020 03:05:41 PM

Reporting Currency: Local

Contra Costa County

Inv. No.	Description	CUSIP	Purchase Maturity	Coupon YTM TR	Current Par /Share Current Book	Market Value Market Price	Curr Accr Int Price Source	Unrealized Gain Unrealized Loss
Inv Type: 1 SUPRANATIONALS								
84187	SUP INTL BK RECON A	45905US96	02/08/2018	2.400000	10,000,000.00	10,000,000.00	95,333.33	0.00
			02/08/2021	2.400000	10,000,000.00	100.000000	BOOK	0.00
84206	SUPRA IFC	45950KCM0	01/26/2018	2.250000	20,000,000.00	20,217,000.00	195,000.00	267,000.00
			01/25/2021	2.336839	19,950,000.00	101.085000	IDC-FIS	0.00
84507	SUPRA IFC NOTE	45950KCM0	06/26/2018	2.250000	20,000,000.00	20,217,000.00	195,000.00	454,400.00
			01/25/2021	2.729079	19,762,600.00	101.085000	IDC-FIS	0.00
84589	SUPRA INTL FINANCE	45950VMJ2	09/06/2018	2.750000	30,000,000.00	30,118,200.00	258,958.26	118,200.00
			09/08/2020	2.750000	30,000,000.00	100.394000	IDC-FIS	0.00
84623	SUPRA INTL FINANCE	45950VMJ2	09/20/2018	2.750000	20,000,000.00	20,078,800.00	172,638.85	122,840.00
			09/08/2020	2.865525	19,955,960.00	100.394000	IDC-FIS	0.00
84693	SUPRA INTL FINANCE	45950VMQ6	11/13/2018	3.000000	30,000,000.00	30,262,500.00	120,000.00	262,500.00
			11/13/2020	3.000000	30,000,000.00	100.875000	IDC-FIS	0.00
85279	SUPRA IBRD CALLABLE	459058HG1	10/18/2019	2.200000	20,000,000.00	20,070,200.00	119,777.78	70,200.00
			09/23/2024	2.200000	20,000,000.00	100.351000	IDC-FIS	0.00
85425	SUPRA IBRD	45905U4Y7	12/17/2019	1.750000	25,000,000.00	25,166,500.00	17,013.89	166,500.00
			12/17/2022	1.750000	25,000,000.00	100.666000	IDC-FIS	0.00
			Subtotal	2.453116	175,000,000.00	176,130,200.00	1,173,722.11	1,461,640.00
				2.530438	174,668,560.00	100.645829		0.00

Inv Type: 5 SUPRANATIONALS DISC

85553	SUPRA IBRD DISC	459052ZU3	04/02/2020	.200000	30,000,000.00	29,997,600.00	15,000.05	1,433.35
			07/24/2020	.200126	29,981,166.60	99.992000	IDC-FIS	0.00
85554	SUPRA IFC DISC	459516ZT0	04/02/2020	.110000	30,000,000.00	29,997,900.00	8,249.95	0.00
			07/23/2020	.110037	29,989,733.40	99.993000	IDC-FIS	-83.35
85555	SUPRA IBRD DISC	459052ZT6	04/02/2020	.150000	30,000,000.00	29,997,900.00	11,250.00	650.00
			07/23/2020	.150070	29,986,000.00	99.993000	IDC-FIS	0.00
85557	SUPRA IBRD DISC	459052ZU3	04/06/2020	.150000	30,000,000.00	29,997,600.00	10,750.00	475.00
			07/24/2020	.150068	29,986,375.00	99.992000	IDC-FIS	0.00
85558	SUPRA IBRD DISC	459052ZU3	04/06/2020	.150000	30,000,000.00	29,997,600.00	10,750.00	475.00
			07/24/2020	.150068	29,986,375.00	99.992000	IDC-FIS	0.00
			Subtotal	.151997	150,000,000.00	149,988,600.00	56,000.00	3,033.35
				.152071	149,929,650.00	99.992400		-83.35



Inventory by Market Value

As Of Date: 06/30/2020

Date Basis: Settlement

Run: 07/02/2020 03:05:41 PM

Reporting Currency: Local

Contra Costa County

Inv. No.	Description	CUSIP	Purchase Maturity	Coupon YTM TR	Current Par /Share Current Book	Market Value Market Price	Curr Accr Int Price Source	Unrealized Gain Unrealized Loss
85230	RM GOV TREASURY BIL	912796TJ8	09/13/2019	1.740000	2,500,000.00	2,499,325.00	35,283.33	7,904.17
			09/10/2020	1.771073	2,456,137.50	99.973000	IDC-FIS	0.00
85264	AUHSD GOV US TREASU	912796TJ8	10/02/2019	1.630000	110,000.00	109,970.30	1,359.69	323.92
			09/10/2020	1.655789	108,286.69	99.973000	IDC-FIS	0.00
85265	AUHSD GOV US TREASU	912796TJ8	10/02/2019	1.630000	2,600,000.00	2,599,298.00	32,138.17	7,656.28
			09/10/2020	1.655790	2,559,503.55	99.973000	IDC-FIS	0.00
85282	PW GOV US TREASURY	912796TN9	10/21/2019	1.515000	20,000,000.00	19,991,400.00	213,783.33	74,725.00
			10/08/2020	1.537845	19,702,891.67	99.957000	IDC-FIS	0.00
85283	PW GOV US TREASURY	912796TN9	10/21/2019	1.515000	200,000.00	199,914.00	2,137.83	747.25
			10/08/2020	1.537844	197,028.92	99.957000	IDC-FIS	0.00
85284	PW GOV US TREASURY	912796TN9	10/21/2019	1.515000	300,000.00	299,871.00	3,206.75	1,120.88
			10/08/2020	1.537847	295,543.37	99.957000	IDC-FIS	0.00
85285	PW GOV US TREASURY	912796TN9	10/21/2019	1.515000	500,000.00	499,785.00	5,344.58	1,868.13
			10/08/2020	1.537846	492,572.29	99.957000	IDC-FIS	0.00
85286	PW GOV US TREASURY	912796TN9	10/21/2019	1.515000	350,000.00	349,849.50	3,741.21	1,307.69
			10/08/2020	1.537847	344,800.60	99.957000	IDC-FIS	0.00
85287	PW GOV US TREASURY	912796TN9	10/21/2019	1.515000	5,000,000.00	4,997,850.00	57,927.70	14,199.38
			10/08/2020	1.537845	4,925,722.92	99.957000	IDC-FIS	0.00
85288	PW GOV US TREASURY	912796TN9	10/21/2019	1.515000	450,000.00	449,806.50	4,810.13	1,681.31
			10/08/2020	1.537846	443,315.06	99.957000	IDC-FIS	0.00
85289	PW GOV US TREASURY	912796TN9	10/21/2019	1.515000	5,000,000.00	4,997,850.00	53,445.83	18,681.25
			10/08/2020	1.537845	4,925,722.92	99.957000	IDC-FIS	0.00
85290	PW GOV US TREASURY	912796TN9	10/21/2019	1.515000	150,000.00	149,935.50	1,603.37	560.44
			10/08/2020	1.537844	147,771.69	99.957000	IDC-FIS	0.00
85291	PW GOV US TREASURY	912796TN9	10/21/2019	1.515000	2,000,000.00	1,999,140.00	21,378.33	7,472.50
			10/08/2020	1.537845	1,970,289.17	99.957000	IDC-FIS	0.00
85292	PW GOV US TREASURY	912796TN9	10/21/2019	1.515000	150,000.00	149,935.50	1,603.37	560.44
			10/08/2020	1.537844	147,771.69	99.957000	IDC-FIS	0.00
85293	PW GOV US TREASURY	912796TN9	10/21/2019	1.515000	1,000,000.00	999,570.00	10,689.17	3,736.25
			10/08/2020	1.537846	985,144.58	99.957000	IDC-FIS	0.00
85294	PW GOV US TREASURY	912796TN9	10/21/2019	1.515000	7,100,000.00	7,096,947.00	75,893.08	26,527.38
			10/08/2020	1.537845	6,994,526.54	99.957000	IDC-FIS	0.00
85295	PW GOV US TREASURY	912796TN9	10/21/2019	1.515000	200,000.00	199,914.00	2,137.83	747.25
			10/08/2020	1.537844	197,028.92	99.957000	IDC-FIS	0.00
85296	PW GOV US TREASURY	912796TN9	10/21/2019	1.515000	2,000,000.00	1,999,140.00	21,378.33	7,472.50



Inventory by Market Value

As Of Date: 06/30/2020

Date Basis: Settlement

Run: 07/02/2020 03:05:41 PM

Reporting Currency: Local

Contra Costa County

Inv. No.	Description	CUSIP	Purchase Maturity	Coupon YTM TR	Current Par /Share		Curr Accr Int Price Source	Unrealized Gain	
					Current Book	Market Price		Unrealized Loss	
			10/08/2020	1.537845	1,970,289.17	99.957000	IDC-FIS		0.00
85297	PW GOV US TREASURY	912796TN9	10/21/2019	1.515000	600,000.00	599,742.00	6,413.50	2,241.75	
			10/08/2020	1.537845	591,086.75	99.957000	IDC-FIS		0.00
85298	PW GOV US TREASURY	912796TN9	10/21/2019	1.515000	800,000.00	799,656.00	8,551.33	2,989.00	
			10/08/2020	1.537845	788,115.67	99.957000	IDC-FIS		0.00
85299	PW GOV US TREASURY	912796TN9	10/21/2019	1.515000	400,000.00	399,828.00	4,275.67	1,494.50	
			10/08/2020	1.537846	394,057.83	99.957000	IDC-FIS		0.00
85300	PW GOV US TREASURY	912796TN9	10/21/2019	1.515000	250,000.00	249,892.50	2,672.29	934.06	
			10/08/2020	1.537844	246,286.15	99.957000	IDC-FIS		0.00
85301	PW GOV US TREASURY	912796TN9	10/21/2019	1.515000	1,300,000.00	1,299,441.00	13,895.92	4,857.12	
			10/08/2020	1.537845	1,280,687.96	99.957000	IDC-FIS		0.00
85302	PW GOV US TREASURY	912796TN9	10/21/2019	1.515000	1,000,000.00	999,570.00	10,689.17	3,736.25	
			10/08/2020	1.537846	985,144.58	99.957000	IDC-FIS		0.00
85303	PW GOV US TREASURY	912796TN9	10/21/2019	1.515000	900,000.00	899,613.00	9,620.25	3,362.63	
			10/08/2020	1.537846	886,630.12	99.957000	IDC-FIS		0.00
85304	PW GOV US TREASURY	912796TN9	10/21/2019	1.515000	200,000.00	199,914.00	2,137.83	747.25	
			10/08/2020	1.537844	197,028.92	99.957000	IDC-FIS		0.00
85305	PW GOV US TREASURY	912796TN9	10/21/2019	1.515000	1,500,000.00	1,499,355.00	16,033.75	5,604.38	
			10/08/2020	1.537846	1,477,716.87	99.957000	IDC-FIS		0.00
85306	PW GOV US TREASURY	912796TN9	10/21/2019	1.515000	150,000.00	149,935.50	1,603.37	560.44	
			10/08/2020	1.537844	147,771.69	99.957000	IDC-FIS		0.00
85307	PW GOV US TREASURY	912796TN9	10/21/2019	1.515000	250,000.00	249,892.50	2,672.29	934.06	
			10/08/2020	1.537844	246,286.15	99.957000	IDC-FIS		0.00
85308	PW GOV US TREASURY	912796TN9	10/21/2019	1.515000	2,400,000.00	2,398,968.00	25,654.00	8,967.00	
			10/08/2020	1.537845	2,364,347.00	99.957000	IDC-FIS		0.00
85309	PW GOV US TREASURY	912796TN9	10/21/2019	1.515000	350,000.00	349,849.50	3,741.21	1,307.69	
			10/08/2020	1.537847	344,800.60	99.957000	IDC-FIS		0.00
85333	PW GOV US TREASURY	912796TN9	11/04/2019	1.480000	900,000.00	899,613.00	8,880.00	3,276.00	
			10/08/2020	1.500918	887,457.00	99.957000	IDC-FIS		0.00
85556	GOV US T BILL DISC	912796WX3	04/06/2020	.095000	30,000,000.00	29,997,900.00	6,808.33	0.00	
			07/23/2020	.095027	29,991,450.00	99.993000	IDC-FIS		-358.33
85564	GOV US T BILL DISC	912796WY1	04/08/2020	.180000	30,000,000.00	29,997,000.00	12,600.00	1,350.00	
			07/30/2020	.180102	29,983,050.00	99.990000	IDC-FIS		0.00
85574	GOV US T BILL DISC	912796TJ8	04/14/2020	.180000	30,000,000.00	29,991,900.00	11,700.00	2,550.00	
			09/10/2020	.180134	29,977,650.00	99.973000	IDC-FIS		0.00
85575	GOV US T BILL DISC	912796XG9	04/13/2020	.220000	30,000,000.00	29,993,400.00	14,483.33	3,850.00	
			08/27/2020	.220183	29,975,066.67	99.978000	IDC-FIS		0.00



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Inv. No.	Description	CUSIP	Purchase Maturity	Coupon YTM TR	Current Par /Share		Market Value Market Price	Curr Accr Int Price Source	Unrealized Gain	
					Current Book	Market Price			Unrealized Gain	Unrealized Loss
85576	GOV US T BILL DISC	912796WZ8	04/13/2020	.230000	30,000,000.00	29,996,400.00	15,141.67		3,300.00	
			08/06/2020	.230169	29,977,958.33	99.988000	IDC-FIS		0.00	
85590	GOV US T BILL DISC	912796WW5	04/23/2020	.060000	30,000,000.00	29,999,100.00	3,450.00		0.00	
			07/09/2020	.060008	29,996,150.00	99.997000	IDC-FIS		-500.00	
85591	GOV US T BILL DISC	912796WY1	04/23/2020	.080000	30,000,000.00	29,997,000.00	4,600.00		0.00	
			07/30/2020	.080017	29,993,466.67	99.990000	IDC-FIS		-1,066.67	
85594	GOV US T BILL DISC	912796TD1	04/23/2020	.100000	30,000,000.00	29,995,200.00	5,750.00		0.00	
			08/13/2020	.100031	29,990,666.67	99.984000	IDC-FIS		-1,216.67	
85608	GOV US T BILL DISC	912796UB3	05/07/2020	.081000	30,000,000.00	30,000,000.00	3,712.50		67.50	
			07/02/2020	.081010	29,996,220.00	100.000000	IDC-FIS		0.00	
85609	PW GOV US TREASURY	912796TP4	05/08/2020	.120000	4,300,000.00	4,297,592.00	774.00		0.00	
			11/05/2020	.120072	4,297,405.67	99.944000	IDC-FIS		-587.67	
85610	PW GOV US TREASURY	912796TP4	05/08/2020	.120000	1,100,000.00	1,099,384.00	198.00		0.00	
			11/05/2020	.120073	1,099,336.33	99.944000	IDC-FIS		-150.33	
85611	PW GOV US TREASURY	912796TP4	05/08/2020	.120000	1,000,000.00	999,440.00	180.00		0.00	
			11/05/2020	.120072	999,396.67	99.944000	IDC-FIS		-136.67	
85612	PW GOV US TREASURY	912796WZ8	05/07/2020	.095000	3,940,000.00	3,939,527.20	571.85		0.00	
			08/06/2020	.095023	3,939,053.85	99.988000	IDC-FIS		-98.50	
85613	PW GOV US TREASURY	912796WZ8	05/07/2020	.095000	2,380,000.00	2,379,714.40	345.43		0.00	
			08/06/2020	.095023	2,379,428.47	99.988000	IDC-FIS		-59.50	
85614	PW GOV US TREASURY	912796WZ8	05/07/2020	.095000	5,280,000.00	5,279,366.40	766.33		0.00	
			08/06/2020	.095023	5,278,732.07	99.988000	IDC-FIS		-132.00	
85615	PW GOV US TREASURY	912796WZ8	05/07/2020	.095000	4,360,000.00	4,359,476.80	632.81		0.00	
			08/06/2020	.095023	4,358,952.99	99.988000	IDC-FIS		-109.00	
85640	GOV US T BILL DISC	912796Z21	05/18/2020	.145000	30,000,000.00	29,982,300.00	5,316.67		0.00	
			11/12/2020	.145104	29,978,491.67	99.941000	IDC-FIS		-1,508.34	
85641	GOV US T BILL DISC	9127964J5	05/19/2020	.145000	30,000,000.00	29,986,200.00	5,195.83		0.00	
			10/20/2020	.145090	29,981,391.67	99.954000	IDC-FIS		-387.50	
85656	PW GOV US TREASURY	9127963C1	06/03/2020	.110000	525,000.00	524,989.50	44.92		0.00	
			07/07/2020	.110008	524,945.46	99.998000	IDC-FIS		-0.88	
85659	GOV CASH MANAGEMENT	9127963M9	06/04/2020	.095000	30,000,000.00	29,996,100.00	2,137.50		0.00	
			08/04/2020	.095015	29,995,170.83	99.987000	IDC-FIS		-1,208.33	
85660	PW GOV US TREASURY	9127963C1	06/05/2020	.110000	543,000.00	542,989.14	43.14		0.00	
			07/07/2020	.110004	542,946.91	99.998000	IDC-FIS		-0.91	
85661	PW GOV US TREASURY	9127963C1	06/05/2020	.110000	1,000,000.00	999,980.00	79.45		0.00	
			07/07/2020	.110013	999,902.22	99.998000	IDC-FIS		-1.67	
85662	PW GOV US TREASURY	9127963C1	06/05/2020	.110000	350,000.00	349,993.00	27.80		0.00	



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					Current Book	Market Price	Price Source	Unrealized Loss
			07/07/2020	.110004	349,965.78	99.998000	IDC-FIS	-0.58
85663	PW GOV US TREASURY	9127963C1	06/05/2020	.110000	1,000,000.00	999,980.00	79.45	0.00
			07/07/2020	.110013	999,902.22	99.998000	IDC-FIS	-1.67
85668	GOV US T BILL DISC	912796TN9	06/11/2020	.160000	30,000,000.00	29,987,100.00	2,666.67	300.00
			10/08/2020	.160085	29,984,133.33	99.957000	IDC-FIS	0.00
85676	GOV US T BILL DISC	9127962T5	06/17/2020	.155000	30,000,000.00	29,984,400.00	1,808.33	0.00
			10/29/2020	.155089	29,982,691.67	99.948000	IDC-FIS	-100.00
85678	GOV US T BILL DISC	9127963A5	06/18/2020	.150000	30,000,000.00	29,982,375.00	1,625.00	0.00
			11/19/2020	.150096	29,980,750.00	99.941250	BOOK	0.00
			Subtotal	.291788	536,388,000.00	536,243,578.74	765,441.62	229,721.65
				.294451	535,256,040.69	99.973075		-7,625.22

Inv Type: 12 TREASURY NOTES

83893	WT GOV US TREASURY	9128282S8	09/11/2017	1.625000	170,000.00	175,339.70	923.34	5,703.40
			08/31/2022	1.670000	169,636.30	103.141000	IDC-FIS	0.00
			Subtotal	1.625000	170,000.00	175,339.70	923.34	5,703.40
				1.670000	169,636.30	103.141000		0.00

Inv Type: 22 FEDERAL HOME LOAN BANKS

82929	KFPD GOV FHLB NOTES	313381CA1	01/27/2016	1.375000	250,000.00	251,367.50	190.97	2,990.00
			12/11/2020	1.513574	248,377.50	100.547000	IDC-FIS	0.00
82931	KFPD GOV FHLB NOTES	3130A3UQ5	01/25/2016	1.875000	250,000.00	251,922.50	260.42	0.00
			12/11/2020	1.570027	253,565.00	100.769000	IDC-FIS	-1,642.50
83629	WT GOV FHLB NOTES	3130AABG2	03/08/2017	1.875000	170,000.00	174,125.90	283.33	5,462.10
			11/29/2021	2.050128	168,663.80	102.427000	IDC-FIS	0.00
83728	RM GOV FHLB NOTES	3130AB5A0	04/27/2017	1.750000	5,000,000.00	5,060,550.00	20,416.67	55,441.75
			04/07/2021	1.723000	5,005,108.25	101.211000	IDC-FIS	0.00
84066	RM GOV FHLB NOTES	3130AAB49	12/08/2017	1.875000	4,500,000.00	4,605,210.00	4,921.88	144,085.50
			12/10/2021	2.100994	4,461,124.50	102.338000	IDC-FIS	0.00
84190	RM GOV FHLB NOTES	3130ADME9	02/08/2018	2.375000	3,500,000.00	3,546,235.00	33,019.10	46,235.00
			02/08/2021	2.375000	3,500,000.00	101.321000	IDC-FIS	0.00
84420	WT GOV FHLB NOTE	3130AE3Q1	05/21/2018	2.735000	165,000.00	172,327.65	890.01	8,369.79
			04/20/2022	2.906513	163,957.86	104.441000	IDC-FIS	0.00
84459	RM GOV FHLB NOTE	3130AEEQ9	06/01/2018	2.650000	2,500,000.00	2,611,275.00	8,281.25	113,592.50
			05/16/2022	2.675015	2,497,682.50	104.451000	IDC-FIS	0.00



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					Current Book				Unrealized Loss	
84460	RM GOV FHLB NOTE	3130AEEP1	06/01/2018	2.550000	2,500,000.00		2,552,850.00	5,843.75		53,920.00
			05/28/2021	2.565000	2,498,930.00		102.114000	IDC-FIS		0.00
84480	RM FHLB NOTE	3130AEEP1	06/08/2018	2.550000	5,000,000.00		5,105,700.00	11,687.50		125,930.00
			05/28/2021	2.692494	4,979,770.00		102.114000	IDC-FIS		0.00
84489	RM FHLB NOTE	3130AEBM1	06/08/2018	2.750000	5,000,000.00		5,239,400.00	8,020.66		255,075.00
			06/10/2022	2.832511	4,984,325.00		104.788000	IDC-FIS		0.00
84581	GOV FHLB NOTES	3130AEU65	08/29/2018	2.625000	20,000,000.00		20,066,400.00	189,583.33		97,560.00
			08/21/2020	2.706385	19,968,840.00		100.332000	IDC-FIS		0.00
84637	GOV FHLB NOTES	3130AF2D8	10/01/2018	2.860000	20,000,000.00		20,153,400.00	120,755.56		161,840.00
			10/15/2020	2.881030	19,991,560.00		100.767000	IDC-FIS		0.00
84712	RM GOV FHLB NOTES	3130ABCV6	11/27/2018	1.690000	5,000,000.00		5,065,000.00	9,858.33		210,100.00
			05/19/2021	2.912372	4,854,900.00		101.300000	IDC-FIS		0.00
84713	RM GOV FHLB NOTES	3130AEV80	11/27/2018	2.750000	5,000,000.00		5,270,800.00	43,923.61		310,105.00
			09/06/2022	2.965325	4,960,695.00		105.416000	IDC-FIS		0.00
84835	RM GOV FHLB NOTES	3130A3KM5	01/16/2019	2.500000	2,000,000.00		2,105,280.00	3,055.56		114,108.00
			12/09/2022	2.619519	1,991,172.00		105.264000	IDC-FIS		0.00
85182	RM GOV FHLB NOTES	313379Q69	08/06/2019	2.125000	980,000.00		1,015,211.40	1,214.79		21,435.54
			06/10/2022	1.617030	993,775.86		103.593000	IDC-FIS		0.00
85183	RM GOV FHLB NOTES	313379Q69	08/06/2019	2.125000	2,920,000.00		3,024,915.60	3,619.59		63,869.16
			06/10/2022	1.617030	2,961,046.44		103.593000	IDC-FIS		0.00
85251	RM GOV FHLB NOTE	3130AH7J6	10/01/2019	1.750000	375,000.00		376,458.75	1,640.63		1,612.50
			10/01/2020	1.791552	374,846.25		100.389000	IDC-FIS		0.00
85253	RM GOV FHLB NOTES	3135G0N82	10/03/2019	1.250000	2,000,000.00		2,023,840.00	9,305.56		33,524.00
			08/17/2021	1.513388	1,990,316.00		101.192000	IDC-FIS		0.00
85254	RM GOV FHLB NOTES	3130AH7J6	10/03/2019	1.750000	2,000,000.00		2,007,780.00	8,750.00		7,808.00
			10/01/2020	1.751384	1,999,972.00		100.389000	IDC-FIS		0.00
85255	RM GOV FHLB NOTES	3130AH6Q1	10/03/2019	1.560000	2,000,000.00		2,051,760.00	15,166.68		47,598.00
			07/06/2022	1.483037	2,004,162.00		102.588000	IDC-FIS		0.00
85430	GOV FHLB NOTES	3130AHSN4	12/23/2019	1.625000	24,000,000.00		24,168,720.00	8,666.67		173,520.00
			12/23/2020	1.645000	23,995,200.00		100.703000	IDC-FIS		0.00
85452	GOV FHLB CALLABLE	3134GU4Q0	01/21/2020	1.920000	25,000,000.00		25,188,500.00	213,333.33		188,500.00
			01/21/2025	1.920000	25,000,000.00		100.754000	IDC-FIS		0.00
85504	GOV FHLB CALLABLE N	3130AJ2L2	02/14/2020	1.700000	10,000,000.00		10,014,700.00	64,694.44		15,200.00
			08/14/2023	1.701478	9,999,500.00		100.147000	IDC-FIS		0.00
85540	GOV FHLB CALLABLE	3134GVGG7	03/17/2020	1.000000	25,000,000.00		25,005,250.00	72,222.22		5,250.00
			03/17/2025	1.000000	25,000,000.00		100.021000	IDC-FIS		0.00
85541	RM GOV FHLB NOTES	3130AJEK1	03/17/2020	.700000	3,995,000.00		4,024,962.50	8,156.46		18,696.60



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						Current Book				Unrealized Loss
			03/16/2022	.557818		4,006,343.58	100.750000	IDC-FIS		0.00
85542	GOV FHLB CALLABLE N	3130AJE47	03/18/2020	1.100000		19,565,217.39	19,565,217.39	61,576.11		23,224.32
			03/18/2025	1.125780		19,541,993.07	100.000000	IDC-FIS		0.00
85603	GOV FHLB CALLABLE N	3135G04C4	04/29/2020	.750000		30,000,000.00	30,005,400.00	38,750.00		5,400.00
			04/29/2024	.750000		30,000,000.00	100.018000	IDC-FIS		0.00
			Subtotal			1.737331	228,670,217.39		968,088.41	2,310,452.76
				1.782004			228,395,826.61			-1,642.50

Inv Type: 23 FEDERAL NATIONAL MORTGAGE ASSO

83474	RM GOV FNMA NOTES	3136G04H1	12/07/2016	1.700000		4,998,000.00	5,025,838.86	11,328.80		31,687.32
			11/13/2020	1.720219		4,994,151.54	100.557000	IDC-FIS		0.00
83810	RM GOV FNMA NOTES	3135G0J20	06/29/2017	1.375000		4,000,000.00	4,029,400.00	19,097.22		68,040.00
			02/26/2021	1.648008		3,961,360.00	100.735000	IDC-FIS		0.00
84217	GOV FNMA NOTES	3135G0S38	03/01/2018	2.000000		5,000,000.00	5,137,000.00	48,888.89		244,415.00
			01/05/2022	2.590321		4,892,585.00	102.740000	IDC-FIS		0.00
84248	RM GOV FNMA NOTES	3135G0S38	03/07/2018	2.000000		5,000,000.00	5,137,000.00	48,888.89		239,365.00
			01/05/2022	2.564557		4,897,635.00	102.740000	IDC-FIS		0.00
84836	KFPD GOV FNMA NOTES	3135G0T60	01/16/2019	1.500000		504,000.00	504,559.44	3,171.00		8,850.24
			07/30/2020	2.597150		495,709.20	100.111000	IDC-FIS		0.00
84892	RM GOV FNMA NOTES	3135G0T94	02/28/2019	2.375000		6,000,000.00	6,338,580.00	64,125.00		375,882.00
			01/19/2023	2.543456		5,962,698.00	105.643000	IDC-FIS		0.00
84909	RM GOV FNMA NOTES	3135G0T94	03/08/2019	2.375000		5,000,000.00	5,282,150.00	53,437.50		299,665.00
			01/19/2023	2.470220		4,982,485.00	105.643000	IDC-FIS		0.00
85033	RM GOV FNMA NOTES	3135G0V59	04/30/2019	2.250000		5,000,000.00	5,182,850.00	24,687.50		191,400.00
			04/12/2022	2.310093		4,991,450.00	103.657000	IDC-FIS		0.00
85280	GOV FNMA NOTES	3135G0W66	10/18/2019	1.625000		20,000,000.00	21,015,000.00	68,611.16		1,049,200.00
			10/15/2024	1.660850		19,965,800.00	105.075000	IDC-FIS		0.00
85281	GOV FNMA NOTES	3135G0W66	10/18/2019	1.625000		10,000,000.00	10,507,500.00	34,305.61		524,600.00
			10/15/2024	1.660850		9,982,900.00	105.075000	IDC-FIS		0.00
85600	GOV FNMA CALLABLE N	3136G4VF7	04/28/2020	.550000		20,000,000.00	20,004,000.00	19,250.00		4,000.00
			04/28/2023	.550000		20,000,000.00	100.020000	IDC-FIS		0.00
85670	GOV FNMA CALLABLE N	3136G4XB4	06/16/2020	.450000		30,000,000.00	30,000,000.00	5,625.00		0.00
			06/16/2023	.450000		30,000,000.00	100.000000	BOOK		0.00
85679	GOV FNMA NOTES	3135G04Z3	06/19/2020	.500000		20,000,000.00	19,958,600.00	3,333.33		0.00
			06/17/2025	.542067		19,958,600.00	99.793000	BOOK		0.00
85693	GOV FNMA CALLABLE	3136G4XK4	06/30/2020	.650000		20,000,000.00	20,000,000.00	361.11		0.00



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			06/30/2025	.650000	20,000,000.00	100.000000	BOOK	0.00
	Subtotal			1.080904	155,502,000.00	158,122,478.30	405,111.01	3,037,104.56
				1.152295	155,085,373.74	101.685173		0.00

Inv Type: 27 FEDERAL FARM CREDIT BANKS

82683	WT GOV FFCB NOTES	3133EE5Z9	09/11/2015	1.750000	170,000.00	170,355.30	1,214.79	198.90
			08/04/2020	1.730194	170,156.40	100.209000	IDC-FIS	0.00
82946	WT GOV FFCB NOTES	3133EC6Z2	02/12/2016	1.400000	155,000.00	155,821.50	102.47	243.35
			12/14/2020	1.320066	155,578.15	100.530000	IDC-FIS	0.00
83344	RM GOV FFCB NOTES	3133EGUT0	09/28/2016	1.170000	4,690,000.00	4,700,177.30	15,242.51	0.00
			09/21/2020	1.110242	4,700,880.80	100.217000	IDC-FIS	-703.50
83813	GOV FFCB NOTES	3133EHQB2	07/06/2017	1.550000	10,000,000.00	10,003,700.00	75,347.22	6,900.00
			07/06/2020	1.560960	9,996,800.00	100.037000	IDC-FIS	0.00
84191	RM GOV FFCB NOTES	3133EH6X6	02/08/2018	2.200000	3,500,000.00	3,606,435.00	36,147.22	139,688.50
			01/12/2022	2.455479	3,466,746.50	103.041000	IDC-FIS	0.00
84218	GOV FFCB NOTES	3133EJCE7	03/01/2018	2.350000	5,000,000.00	5,065,100.00	45,368.06	83,545.00
			02/12/2021	2.480332	4,981,555.00	101.302000	IDC-FIS	0.00
84249	RM GOV FFCB NOTES	3133EJCE7	03/07/2018	2.350000	5,000,000.00	5,065,100.00	45,368.06	81,245.00
			02/12/2021	2.464582	4,983,855.00	101.302000	IDC-FIS	0.00
84289	RM GOV FFCB NOTES	3133EJHC6	03/29/2018	2.600000	5,000,000.00	5,204,350.00	36,111.11	206,750.00
			03/21/2022	2.612688	4,997,600.00	104.087000	IDC-FIS	0.00
84547	KFPD GOV FFCB BOND	3133EJUM9	07/25/2018	2.600000	500,000.00	500,465.00	5,958.33	1,501.50
			07/16/2020	2.708286	498,963.50	100.093000	IDC-FIS	0.00
84849	KFPD GOV FFCB NOTES	3133EJ4Q9	01/22/2019	2.550000	250,000.00	252,840.00	3,010.42	3,312.75
			01/11/2021	2.648926	249,527.25	101.136000	IDC-FIS	0.00
85077	RM GOV FFCB NOTE	3133EFN29	05/30/2019	1.650000	3,000,000.00	3,072,810.00	14,575.00	109,557.00
			03/15/2022	2.103694	2,963,253.00	102.427000	IDC-FIS	0.00
85078	RM GOV FFCB NOTE	3133EKKT2	05/30/2019	2.250000	2,900,000.00	3,047,088.00	25,918.75	131,715.10
			02/08/2023	2.100114	2,915,372.90	105.072000	IDC-FIS	0.00
85102	RM GOV FFCB NOTES	3133EKPG5	06/14/2019	2.125000	4,956,000.00	5,238,244.20	33,934.84	241,258.08
			09/05/2023	1.920504	4,996,986.12	105.695000	IDC-FIS	0.00
85422	GOV FFCB NOTES	3133ELDU5	12/13/2019	1.580000	25,000,000.00	25,497,750.00	19,750.00	526,000.00
			12/13/2021	1.637661	24,971,750.00	101.991000	IDC-FIS	0.00
85453	GOV FFCB NOTES	3133ELHR8	01/21/2020	1.600000	20,000,000.00	20,431,000.00	142,222.22	432,200.00
			01/21/2022	1.603060	19,998,800.00	102.155000	IDC-FIS	0.00
85502	GOV FFCB CALLABLE N	3133ELNB6	02/13/2020	1.650000	10,000,000.00	10,014,500.00	63,250.00	14,500.00



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85503	GOV FFCB CALLABLE N	3133ELNB6	02/13/2023	1.650000	10,000,000.00	100.145000	IDC-FIS	0.00
			02/13/2020	1.650000	10,000,000.00	10,014,500.00	63,250.00	14,500.00
			02/13/2023	1.650000	10,000,000.00	100.145000	IDC-FIS	0.00
85543	GOV FFCB NOTES	3133ELTZ7	03/18/2020	.625000	10,000,000.00	10,068,700.00	17,881.94	81,600.00
			03/18/2022	.690057	9,987,100.00	100.687000	IDC-FIS	0.00
85549	GOV FFCB CALLABLE N	3133ELUT9	03/26/2020	1.300000	10,000,000.00	10,009,800.00	34,305.56	9,800.00
			03/26/2025	1.300000	10,000,000.00	100.098000	IDC-FIS	0.00
85648	GOV FFCB NOTES	3133ELA87	05/28/2020	.250000	20,000,000.00	19,975,000.00	5,416.66	15,400.00
			05/22/2023	.318084	19,960,433.33	99.875000	IDC-FIS	0.00
85691	GOV FFCB CALLABLE	3133ELQ49	06/30/2020	.700000	20,000,000.00	20,000,000.00	388.89	0.00
			06/30/2025	.700000	20,000,000.00	100.000000	BOOK	0.00
			Subtotal	1.366135	170,121,000.00	172,093,736.30	684,764.05	2,099,915.18
				1.398232	169,995,357.95	101.159608		-703.50

Inv Type: 28 FHLMC DISCOUNT NOTES

85514	RM GOV FHLMC DISC	313396R54	03/02/2020	1.060000	254,000.00	253,817.68	904.95	954.47
			11/30/2020	1.068591	251,958.26	99.928222	IDC-FIS	0.00
85577	GOV FHLMC DISC	313396D34	04/14/2020	.180000	30,000,000.00	29,994,600.00	11,700.00	2,700.00
			08/24/2020	.180119	29,980,200.00	99.982000	IDC-FIS	0.00
85587	GOV FHLMC DISC	313396E41	04/15/2020	.170000	30,000,000.00	29,992,125.00	10,908.33	1,050.00
			09/02/2020	.170112	29,980,166.67	99.973750	IDC-FIS	0.00
85596	GOV FHLMC DISC	313396C68	04/24/2020	.120000	30,000,000.00	29,995,100.00	6,800.00	0.00
			08/19/2020	.120047	29,988,300.00	99.983667	IDC-FIS	0.00
85597	GOV FHLMC DISC	313396A94	04/24/2020	.110000	30,000,000.00	29,996,400.00	6,233.33	0.00
			08/06/2020	.110035	29,990,466.67	99.988000	IDC-FIS	-300.00
85617	GOV FHLMC DIS	313396G31	05/04/2020	.105000	30,000,000.00	29,990,250.00	5,075.00	0.00
			09/17/2020	.105042	29,988,100.00	99.967500	IDC-FIS	-2,925.00
85649	GOV FHLMC DISC	313396H63	05/27/2020	.120000	30,000,000.00	29,988,875.00	3,500.00	0.00
			09/28/2020	.120050	29,987,600.00	99.962917	IDC-FIS	-2,225.00
85651	HR GOV FHLMC DISC	313396D75	06/01/2020	.115000	2,501,000.00	2,500,516.47	239.68	0.00
			08/28/2020	.115033	2,500,296.94	99.980667	IDC-FIS	-20.15
85652	HR GOV FHLMC DISC	313396D75	06/01/2020	.115000	1,801,000.00	1,800,651.81	172.60	0.00
			08/28/2020	.115032	1,800,493.72	99.980667	IDC-FIS	-14.51
85653	HR GOV FHLMC DISC	313396D75	06/01/2020	.115000	1,801,000.00	1,800,651.81	172.60	0.00
			08/28/2020	.115032	1,800,493.72	99.980667	IDC-FIS	-14.51
85669	GOV FHLMC DISC	313396J53	06/12/2020	.145000	25,000,000.00	24,990,666.67	1,913.19	333.34



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			10/05/2020	.145067	24,988,420.14	99.962667	IDC-FIS	0.00
85671	GOV FHLMC DISC	313396L76	06/16/2020	.165000	30,000,000.00	29,986,700.00	2,062.50	2,375.00
			10/23/2020	.165098	29,982,262.50	99.955667	IDC-FIS	0.00
85673	GOV FHLMC DISC	313396K51	06/17/2020	.155000	30,000,000.00	29,987,866.67	1,808.33	1,300.01
			10/13/2020	.155079	29,984,758.33	99.959556	IDC-FIS	0.00
85674	GOV FHLMC DISC	313396M34	06/17/2020	.160000	25,000,000.00	24,988,527.78	1,555.56	1,638.89
			10/27/2020	.160094	24,985,333.33	99.954111	IDC-FIS	0.00
85675	GOV FHLMC DISC	313396M42	06/17/2020	.160000	25,000,000.00	24,988,430.56	1,555.56	1,652.78
			10/28/2020	.160095	24,985,222.22	99.953722	IDC-FIS	0.00
85680	GOV FHLMC DISC	313396J61	06/22/2020	.140000	25,000,000.00	24,990,569.44	875.00	0.00
			10/06/2020	.140058	24,989,694.44	99.962278	IDC-FIS	0.00
			Subtotal	.143908	346,357,000.00	346,245,748.89	55,476.63	12,004.49
				.143987	346,183,766.94	99.967880		-5,499.17

Inv Type: 29 FHLMC NOTES

83345	WLT GOV FHLMC NOTES	3137EAEC9	09/28/2016	1.125000	173,000.00	174,840.72	751.47	2,861.42
			08/12/2021	1.250127	171,979.30	101.064000	IDC-FIS	0.00
83809	RM GOV FHLMC NOTES	3134GBT05	06/29/2017	1.500000	4,000,000.00	4,001,840.00	27,666.66	9,840.00
			07/15/2020	1.567587	3,992,000.00	100.046000	IDC-FIS	0.00
84250	WT GOV FHLMC NOTES	3134GBA69	03/07/2018	2.375000	158,000.00	165,100.52	1,480.15	9,089.27
			08/09/2022	2.678470	156,011.25	104.494000	IDC-FIS	0.00
85263	GOV FHLMC NOTE	3134GUHJ2	10/10/2019	1.750000	20,000,000.00	20,006,200.00	166,250.00	6,200.00
			07/10/2023	1.750000	20,000,000.00	100.031000	IDC-FIS	0.00
85274	GOV FHLMC NOTE	3134GUJW1	10/17/2019	1.800000	20,000,000.00	20,012,000.00	164,000.00	12,000.00
			07/17/2023	1.800000	20,000,000.00	100.060000	IDC-FIS	0.00
85618	GOV FHLMC CALLABLE	3134GVRQ3	05/06/2020	.300000	10,000,000.00	10,000,200.00	4,583.33	200.00
			05/06/2022	.300000	10,000,000.00	100.002000	IDC-FIS	0.00
85683	GOV FHLMC CALLABLE	3134GVV96	06/24/2020	.500000	20,000,000.00	20,000,000.00	1,944.44	0.00
			06/24/2024	.500000	20,000,000.00	100.000000	BOOK	0.00
85688	GOV FHLMC NOTES	3137EAES4	06/26/2020	.250000	20,000,000.00	19,941,600.00	694.44	0.00
			06/26/2023	.347927	19,941,600.00	99.708000	BOOK	0.00
85692	GOV FHLMC CALLABLE	3134GVU71	06/30/2020	.700000	25,000,000.00	25,009,750.00	486.11	9,750.00
			06/30/2025	.700000	25,000,000.00	100.039000	IDC-FIS	0.00
			Subtotal	.947811	119,331,000.00	119,311,531.24	367,856.60	49,940.69
				.967025	119,261,590.55	99.983685		0.00



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Inv Type: 41 FNMA DISCOUNT NOTES								
85619	PW GOV FNMA DISC	313384B24	05/06/2020	.110000	400,000.00	399,940.00	68.41	0.00
			08/07/2020	.109976	399,886.39	99.985000	IDC-FIS	-14.80
85621	PW GOV FNMA DISC	313384B24	05/06/2020	.110000	400,000.00	399,940.00	68.41	0.00
			08/07/2020	.109976	399,886.39	99.985000	IDC-FIS	-14.80
85622	PW GOV FNMA DISC	313384B24	05/06/2020	.110000	140,000.00	139,979.00	23.92	0.00
			08/07/2020	.109884	139,960.27	99.985000	IDC-FIS	-5.19
85623	PW GOV FNMA DISC	313384B24	05/06/2020	.110000	5,050,000.00	5,049,242.50	864.11	0.00
			08/07/2020	.110031	5,048,564.96	99.985000	IDC-FIS	-186.57
85624	PW GOV FNMA DISC	313384B24	05/06/2020	.110000	5,425,000.00	5,424,186.25	928.28	0.00
			08/07/2020	.110031	5,423,458.40	99.985000	IDC-FIS	-200.43
85625	PW GOV FNMA DISC	313384B24	05/06/2020	.110000	1,750,000.00	1,749,737.50	299.47	0.00
			08/07/2020	.110040	1,749,502.67	99.985000	IDC-FIS	-64.64
85626	PW GOV FNMA DISC	313384B24	05/06/2020	.110000	2,400,000.00	2,399,640.00	410.67	0.00
			08/07/2020	.110031	2,399,318.00	99.985000	IDC-FIS	-88.67
85627	PW GOV FNMA DISC	313384B24	05/06/2020	.110000	3,560,000.00	3,559,466.00	609.15	0.00
			08/07/2020	.110031	3,558,988.37	99.985000	IDC-FIS	-131.52
85628	PW GOV FNMA DISC	313384B24	05/06/2020	.110000	1,010,000.00	1,009,848.50	172.84	0.00
			08/07/2020	.110043	1,009,712.96	99.985000	IDC-FIS	-37.30
85629	PW GOV FNMA DISC	313384B24	05/06/2020	.110000	2,490,000.00	2,489,626.50	426.07	0.00
			08/07/2020	.110032	2,489,292.42	99.985000	IDC-FIS	-91.99
85630	PW GOV FNMA DISC	313384B24	05/06/2020	.110000	4,430,000.00	4,429,335.50	758.02	0.00
			08/07/2020	.110031	4,428,741.14	99.985000	IDC-FIS	-163.66
85631	PW GOV FNMA DISC	313384B24	05/06/2020	.110000	22,000,000.00	21,996,700.00	3,764.46	0.00
			08/07/2020	.110032	21,993,748.30	99.985000	IDC-FIS	-812.76
85632	PW GOV FNMA DISC	313384B24	05/06/2020	.110000	1,590,000.00	1,589,761.50	272.10	0.00
			08/07/2020	.110045	1,589,548.12	99.985000	IDC-FIS	-58.72
85633	PW GOV FNMA DISC	313384B24	05/06/2020	.110000	295,000.00	294,955.75	50.48	0.00
			08/07/2020	.110045	294,916.16	99.985000	IDC-FIS	-10.89
			Subtotal	.110000	50,940,000.00	50,932,359.00	8,716.39	0.00
				.110031	50,925,524.55	99.985000		-1,881.94

Inv Type: 43 FHLB DISCOUNT NOTES

85184	RM GOV FHLB DISC	313384A82	08/06/2019	1.750000	296,000.00	295,965.47	4,748.33	469.08
			08/05/2020	1.781610	290,748.06	99.988333	IDC-FIS	0.00



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85456	PW GOV FHLB DISC	313384ZQ5	01/23/2020 07/20/2020	1.530000 1.541729	1,000,000.00 992,392.50	999,936.67 99.993667	6,800.00 IDC-FIS	744.17 0.00
85498	RM GOV FHLB DISC	313385BM7	02/07/2020 02/05/2021	1.490000 1.512791	4,000,000.00 3,939,737.78	3,995,620.00 99.890500	24,005.55 IDC-FIS	31,876.67 0.00
85521	RM GOV FHLB DISC	313384E47	03/05/2020 09/02/2020	.630000 .632002	4,073,000.00 4,060,098.77	4,071,930.84 99.973750	8,410.75 IDC-FIS	3,421.32 0.00
85551	GOV FHLB DISC	313384ZU6	03/31/2020 07/24/2020	.080000 .080020	25,000,000.00 24,993,611.11	24,998,083.33 99.992333	5,111.11 IDC-FIS	0.00 -638.89
85552	GOV FHLB DISC	313384ZU6	03/31/2020 07/24/2020	.080000 .080020	25,000,000.00 24,993,611.11	24,998,083.33 99.992333	5,111.11 IDC-FIS	0.00 -638.89
85565	GOV FHLB DISC	313384A25	04/08/2020 07/30/2020	.200000 .200126	30,000,000.00 29,981,166.67	29,997,100.00 99.990333	14,000.00 IDC-FIS	1,933.33 0.00
85566	GOV FHLB DISC	313384A25	04/08/2020 07/30/2020	.200000 .200126	30,000,000.00 29,981,166.67	29,997,100.00 99.990333	14,000.00 IDC-FIS	1,933.33 0.00
85567	GOV FHLB DISC	313384ZZ5	04/08/2020 07/29/2020	.200000 .200125	30,000,000.00 29,981,333.33	29,997,200.00 99.990667	14,000.00 IDC-FIS	1,866.67 0.00
85568	GOV FHLB DISC	313384ZZ5	04/08/2020 07/29/2020	.200000 .200125	30,000,000.00 29,981,333.33	29,997,200.00 99.990667	14,000.00 IDC-FIS	1,866.67 0.00
85569	GOV FHLB DISC	313384ZH5	04/08/2020 07/13/2020	.165000 .165073	30,000,000.00 29,986,800.00	29,998,800.00 99.996000	11,550.00 IDC-FIS	450.00 0.00
85570	GOV FHLB DISC	313384ZR3	04/09/2020 07/21/2020	.220000 .220139	30,000,000.00 29,981,116.67	29,998,000.00 99.993333	15,216.66 IDC-FIS	1,666.67 0.00
85571	GOV FHLB DISC	313384ZK8	04/09/2020 07/15/2020	.220000 .220130	30,000,000.00 29,982,216.67	29,998,600.00 99.995333	15,216.66 IDC-FIS	1,166.67 0.00
85572	GOV FHLB DISC	313384A33	04/09/2020 07/31/2020	.220000 .220152	30,000,000.00 29,979,283.33	29,997,000.00 99.990000	15,216.67 IDC-FIS	2,500.00 0.00
85573	GOV FHLB DISC	313384ZY8	04/09/2020 07/28/2020	.220000 .220148	30,000,000.00 29,979,833.33	29,997,300.00 99.991000	15,216.67 IDC-FIS	2,250.00 0.00
85578	GOV FHLB DISC	313384C64	04/13/2020 08/19/2020	.260000 .260241	30,000,000.00 29,972,266.67	29,995,100.00 99.983667	17,116.66 IDC-FIS	5,716.67 0.00
85579	GOV FHLB DISC	313384H36	04/14/2020 09/25/2020	.240000 .240263	30,000,000.00 29,967,200.00	29,989,250.00 99.964167	15,600.00 IDC-FIS	6,450.00 0.00
85580	GOV FHLB DISC	313384ZZ5	04/14/2020 07/29/2020	.260000 .260199	40,000,000.00 39,969,377.78	39,996,266.67 99.990667	22,533.33 IDC-FIS	4,355.56 0.00
85581	GOV FHLB DISC	313384ZY8	04/14/2020 07/28/2020	.260000 .260197	40,000,000.00 39,969,666.67	39,996,400.00 99.991000	22,533.33 IDC-FIS	4,200.00 0.00
85582	GOV FHLB DISC	313384B99	04/13/2020	.260000	30,000,000.00	29,995,600.00	17,116.67	5,133.33



Inventory by Market Value

As Of Date: 06/30/2020

Date Basis: Settlement

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Reporting Currency: Local

Contra Costa County

Inv. No.	Description	CUSIP	Purchase Maturity	Coupon YTM TR	Current Par /Share		Market Value Market Price	Curr Accr Int Price Source	Unrealized Gain	
					Current Book				Unrealized Loss	
			08/14/2020	.260231		29,973,350.00	99.985333	IDC-FIS		0.00
85583	GOV FHLB DISC	313384B65	04/13/2020	.260000		30,000,000.00	29,995,900.00	17,116.67		4,783.33
			08/11/2020	.260226		29,974,000.00	99.986333	IDC-FIS		0.00
85584	GOV FHLB DISC	313384B57	04/13/2020	.260000		30,000,000.00	29,996,000.00	17,116.66		4,666.67
			08/10/2020	.260224		29,974,216.67	99.986667	IDC-FIS		0.00
85585	GOV FHLB DISC	313384D48	04/15/2020	.180000		30,000,000.00	29,994,500.00	11,550.00		2,750.00
			08/25/2020	.180119		29,980,200.00	99.981667	IDC-FIS		0.00
85586	GOV FHLB DISC	313384D71	04/15/2020	.180000		30,000,000.00	29,994,200.00	11,550.00		2,900.00
			08/28/2020	.180122		29,979,750.00	99.980667	IDC-FIS		0.00
85599	CLT GOV FHLB DISC	313385ES1	04/24/2020	.200000		250,000.00	249,650.00	94.45		61.11
			04/23/2021	.200407		249,494.44	99.860000	IDC-FIS		0.00
85602	GOV FHLB DISC	313384H77	04/28/2020	.120000		30,000,000.00	29,989,500.00	6,400.00		0.00
			09/29/2020	.120062		29,984,600.00	99.965000	IDC-FIS		-1,500.00
85616	PW GOV FHLB DISC	313384M22	05/01/2020	.100000		2,622,000.00	2,620,806.99	444.28		0.00
			10/26/2020	.100049		2,620,703.57	99.954500	IDC-FIS		-340.86
85620	GOV FHLB DISC	313384G78	05/08/2020	.115000		30,000,000.00	29,989,750.00	5,175.00		0.00
			09/21/2020	.115050		29,986,966.67	99.965833	IDC-FIS		-2,391.67
85639	GOV FHLB DISC	313384ZL6	05/13/2020	.100000		25,000,000.00	24,998,750.00	3,402.77		0.00
			07/16/2020	.100018		24,995,555.56	99.995000	IDC-FIS		-208.33
85646	GOV FHLB DISC	313384J91	05/20/2020	.110000		30,000,000.00	29,988,333.33	3,850.00		0.00
			10/09/2020	.110048		29,986,983.33	99.961111	IDC-FIS		-2,500.00
85647	GOV FHLB DISC	313384F95	05/26/2020	.125000		30,000,000.00	29,990,500.00	3,750.00		0.00
			09/15/2020	.125049		29,988,333.33	99.968333	IDC-FIS		-1,583.33
85654	GOV FHLB DISC	313384ZQ5	06/01/2020	.060000		30,000,000.00	29,998,100.00	1,500.00		0.00
			07/20/2020	.060005		29,997,550.00	99.993667	IDC-FIS		-950.00
85681	GOV FHLB DISC	313384N96	06/22/2020	.130000		20,000,000.00	19,989,000.00	650.00		0.00
			11/10/2020	.130066		19,989,816.67	99.945000	IDC-FIS		-1,466.67
85685	GOV FHLB DISC	313384J26	06/25/2020	.130000		30,000,000.00	29,989,150.00	650.00		0.00
			10/02/2020	.130046		29,989,275.00	99.963833	IDC-FIS		-775.00
85686	CCCSD GOV FHLB DISC	313384H36	06/26/2020	.140000		20,000,000.00	19,992,833.33	388.89		0.00
			09/25/2020	.140050		19,992,922.22	99.964167	IDC-FIS		-477.78
			Subtotal	.193519		867,241,000.00	867,087,509.96	361,142.22		93,161.25
				.193777		866,646,677.91	99.982301			-13,471.42

Inv Type: 71 COMMERCIAL PAPER DISCOUNT

85509	CP CHEVRON CORP	16677JGN0	02/24/2020	1.550000		20,000,000.00	19,998,600.00	110,222.26		16,683.34
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Inventory by Market Value

As Of Date: 06/30/2020

Date Basis: Settlement

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Reporting Currency: Local

Contra Costa County

Inv. No.	Description	CUSIP	Purchase Maturity	Coupon YTM TR	Current Par /Share Current Book	Market Value Market Price	Curr Accr Int Price Source	Unrealized Gain Unrealized Loss
			07/22/2020	1.560008	19,871,694.40	99.993000	IDC-FIS	0.00
85527	CP CHEVERON CORP	16677JHT6	03/10/2020	.830000	20,000,000.00	19,996,200.00	52,105.50	22,483.30
			08/27/2020	.833265	19,921,611.20	99.981000	IDC-FIS	0.00
85528	CP EXXON MOBIL	30229AG11	03/11/2020	1.040000	30,000,000.00	30,000,000.00	97,066.67	0.00
			07/01/2020	1.043376	29,902,933.33	100.000000	IDC-FIS	0.00
85559	CP TOYOTA MOTOR CRE	89233GGP5	04/06/2020	1.550000	30,000,000.00	29,997,800.00	111,083.33	26,216.67
			07/23/2020	1.557241	29,860,500.00	99.992667	IDC-FIS	0.00
85560	CP JP MORGAN SECURI	46640PGP2	04/06/2020	1.250000	30,000,000.00	29,997,800.00	89,583.33	20,716.67
			07/23/2020	1.254705	29,887,500.00	99.992667	IDC-FIS	0.00
85588	CP NESTLE COMPANY	64106GHS5	04/16/2020	.690000	30,000,000.00	29,994,400.00	43,700.00	26,600.00
			08/26/2020	.691750	29,924,100.00	99.981333	IDC-FIS	0.00
85589	CP TOYOTA MOTOR CRE	89233GJB3	04/20/2020	1.580000	30,000,000.00	29,991,000.00	94,800.00	85,800.00
			09/11/2020	1.590049	29,810,400.00	99.970000	IDC-FIS	0.00
85601	CP TOYOTA MOTOR CRE	89233GJN7	04/28/2020	1.590000	30,000,000.00	29,989,625.00	84,800.00	99,600.00
			09/22/2020	1.600391	29,805,225.00	99.965417	IDC-FIS	0.00
85645	CP TOYOTA MOTOR CRE	89233GK13	05/22/2020	.410000	30,000,000.00	29,984,666.67	13,666.67	16,100.00
			10/01/2020	.410617	29,954,900.00	99.948889	IDC-FIS	0.00
			Subtotal	1.162929	250,000,000.00	249,950,091.67	697,027.76	314,199.98
				1.168560	248,938,863.93	99.980037		0.00

Inv Type: 72 NEGOTIABLE CERT OF DEPOSIT

85493	YCD NORDEA BANK ABP	65558TUE3	02/06/2020	1.630000	30,000,000.00	30,030,786.34	198,316.67	30,786.34
			07/24/2020	1.630000	30,000,000.00	100.102621	IDC-FIS	0.00
85494	YCD TORONTO DOMINIO	89114NGF6	02/06/2020	1.640000	30,000,000.00	30,012,911.39	199,533.33	12,911.39
			07/10/2020	1.640000	30,000,000.00	100.043038	IDC-FIS	0.00
85561	YCD NORDEA BANK NY	65558TWE1	04/06/2020	1.200000	30,000,000.00	30,022,193.57	86,000.00	22,193.57
			07/24/2020	1.200000	30,000,000.00	100.073979	IDC-FIS	0.00
			Subtotal	1.490000	90,000,000.00	90,065,891.30	483,850.00	65,891.30
				1.490000	90,000,000.00	100.073213		0.00

Inv Type: 75 CORPORATE NOTES

82975	CORP WELLS FARGO &	949746RS2	03/07/2016	2.500000	5,000,000.00	5,069,850.00	40,625.00	80,100.00
			03/04/2021	2.543964	4,989,750.00	101.397000	IDC-FIS	0.00
83732	CORP MICROSOFT CORP	594918BP8	05/04/2017	1.550000	8,549,000.00	8,666,035.81	52,635.72	276,987.60
			08/08/2021	2.010124	8,389,048.21	101.369000	IDC-FIS	0.00



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Contra Costa County

Inv. No.	Description	CUSIP	Purchase Maturity	Coupon YTM TR	Current Par /Share		Market Value Market Price	Curr Accr Int Price Source	Unrealized Gain	
						Current Book			Unrealized Loss	
84189	CORP JOHNSON & JOHN	478160CH5	02/12/2018	1.950000		16,850,000.00	16,953,796.00	46,548.13		257,805.00
			11/10/2020	2.295016		16,695,991.00	100.616000	IDC-FIS		0.00
84370	CORP MICROSOFT CORP	594918BA1	04/26/2018	2.375000		10,000,000.00	10,321,600.00	91,701.39		572,900.00
			02/12/2022	3.081219		9,748,700.00	103.216000	IDC-FIS		0.00
84387	CORP MICROSOFT CORP	594918BG8	05/03/2018	2.000000		8,000,000.00	8,032,560.00	25,777.78		167,040.00
			11/03/2020	2.699874		7,865,520.00	100.407000	IDC-FIS		0.00
84508	CORP APPLE INC	037833BS8	06/26/2018	2.250000		20,000,000.00	20,219,600.00	160,000.00		540,200.00
			02/23/2021	2.880031		19,679,400.00	101.098000	IDC-FIS		0.00
84590	CORP JOHNSON AND JO	478160CD4	09/05/2018	2.250000		10,284,000.00	10,599,307.44	75,844.50		516,873.84
			03/03/2022	2.844617		10,082,433.60	103.066000	IDC-FIS		0.00
84596	CORP JOHNSON AND JO	478160CD4	09/07/2018	2.250000		10,000,000.00	10,306,600.00	73,750.00		510,100.00
			03/03/2022	2.867054		9,796,500.00	103.066000	IDC-FIS		0.00
84622	CORP APPLE INC	037833BS8	09/20/2018	2.250000		10,000,000.00	10,109,800.00	80,000.00		279,480.00
			02/23/2021	2.980040		9,830,320.00	101.098000	IDC-FIS		0.00
84649	CORP EXXON MOBIL CO	30231GAV4	10/11/2018	2.222000		12,640,000.00	12,785,233.60	93,620.27		411,048.00
			03/01/2021	3.142000		12,374,185.60	101.149000	IDC-FIS		0.00
84761	CORP APPLE INC	037833AR1	12/06/2018	2.850000		15,000,000.00	15,327,000.00	65,312.50		424,260.00
			05/06/2021	3.130008		14,902,740.00	102.180000	IDC-FIS		0.00
84889	CORP MICROSOFT CORP	594918BW3	02/25/2019	2.400000		15,000,000.00	15,478,650.00	145,000.00		601,200.00
			02/06/2022	2.689934		14,877,450.00	103.191000	IDC-FIS		0.00
84961	CORP EXXON MOBIL CO	30231GAV4	04/03/2019	2.222000		14,000,000.00	14,160,860.00	103,693.33		229,320.00
			03/01/2021	2.485042		13,931,540.00	101.149000	IDC-FIS		0.00
84964	CORP ORACLE CORP	68389XBL8	04/02/2019	2.400000		20,000,000.00	20,913,000.00	141,333.33		1,207,200.00
			09/15/2023	2.753116		19,705,800.00	104.565000	IDC-FIS		0.00
85009	CORP CHEVRON CORP	166764AB6	04/18/2019	2.355000		10,000,000.00	10,410,300.00	17,008.33		527,300.00
			12/05/2022	2.695009		9,883,000.00	104.103000	IDC-FIS		0.00
85010	CORP WALMART INC	931142DU4	04/17/2019	2.350000		10,000,000.00	10,479,300.00	10,444.44		589,900.00
			12/15/2022	2.668610		9,889,400.00	104.793000	IDC-FIS		0.00
85013	CORP CHEVRON CORP	166764BG4	04/16/2019	2.100000		10,000,000.00	10,137,400.00	26,250.00		230,240.00
			05/16/2021	2.560006		9,907,160.00	101.374000	IDC-FIS		0.00
85014	CORP EXXON MOBIL CO	30231GAV4	04/16/2019	2.222000		7,984,000.00	8,075,736.16	59,134.83		137,484.48
			03/01/2021	2.536136		7,938,251.68	101.149000	IDC-FIS		0.00
85015	CORP CHEVRON CORP	166764BN9	04/16/2019	2.498000		7,500,000.00	7,760,250.00	61,409.17		283,500.00
			03/03/2022	2.609881		7,476,750.00	103.470000	IDC-FIS		0.00
85026	CORP CITIBANK NA	17325FAJ7	04/25/2019	2.125000		5,680,000.00	5,701,924.80	23,804.72		69,182.40
			10/20/2020	2.699794		5,632,742.40	100.386000	IDC-FIS		0.00
85027	CORP ORACLE CORP	68389XAP0	04/25/2019	2.500000		10,000,000.00	10,458,700.00	52,777.78		537,400.00



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Contra Costa County

Inv. No.	Description	CUSIP	Purchase Maturity	Coupon YTM TR	Current Par /Share Current Book	Market Value Market Price	Curr Accr Int Price Source	Unrealized Gain Unrealized Loss
			10/15/2022	2.739017	9,921,300.00	104.587000	IDC-FIS	0.00
85315	CORP BANK OF NEW YO	06406RAL1	10/24/2019	2.100000	5,500,000.00	5,795,405.00	21,495.83	296,945.00
			10/24/2024	2.105929	5,498,460.00	105.371000	IDC-FIS	0.00
85316	CORP BANK OF NEW YO	06406RAL1	10/24/2019	2.100000	4,500,000.00	4,741,695.00	17,587.50	242,955.00
			10/24/2024	2.105929	4,498,740.00	105.371000	IDC-FIS	0.00
85421	CORP TOYOTA MTR CRE	89236TGRO	12/13/2019	1.800000	10,000,000.00	10,062,400.00	9,000.00	62,400.00
			12/13/2021	1.800000	10,000,000.00	100.624000	IDC-FIS	0.00
85501	CORP TOYOTA MOTOR C	89236TGT6	02/13/2020	1.800000	13,150,000.00	13,630,369.50	90,735.00	511,666.50
			02/13/2025	1.850055	13,118,703.00	103.653000	IDC-FIS	0.00
			Subtotal	2.231461	269,637,000.00	276,197,373.31	1,585,489.55	9,563,487.82
				2.625492	266,633,885.49	102.433039		0.00

Inv Type: 99 MONEY MARKET ACCOUNTS

83381	AUHSD MM DREYFUS TR	X9USDDRE0	08/08/2016	.000000	0.00	0.00	0.00	0.00
			07/01/2020	.000000	0.00	.000000	BOOK	0.00
			Subtotal	.000000	0.00	0.00	0.00	0.00
				.000000	0.00	.000000		0.00

Inv Type: 1000 TD WITH CALC CODE OF CSC-00

85655	CCCCD CD BERTA KAMM	NA	05/26/2020	.080000	3,401.36	3,395.49	0.27	0.00
			05/24/2021	.080000	3,401.36	99.827295	IDC-FIS	-5.87
			Subtotal	.080000	3,401.36	3,395.49	0.27	0.00
				.080000	3,401.36	99.827422		-5.87

Grand Total			Count 250	.811015	3,409,360,618.75	3,423,252,393.09	7,613,609.96	19,246,256.43
				.855308	3,402,094,156.02	100.407460		-30,912.97



Inventory by Market Value

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Date Basis: Settlement

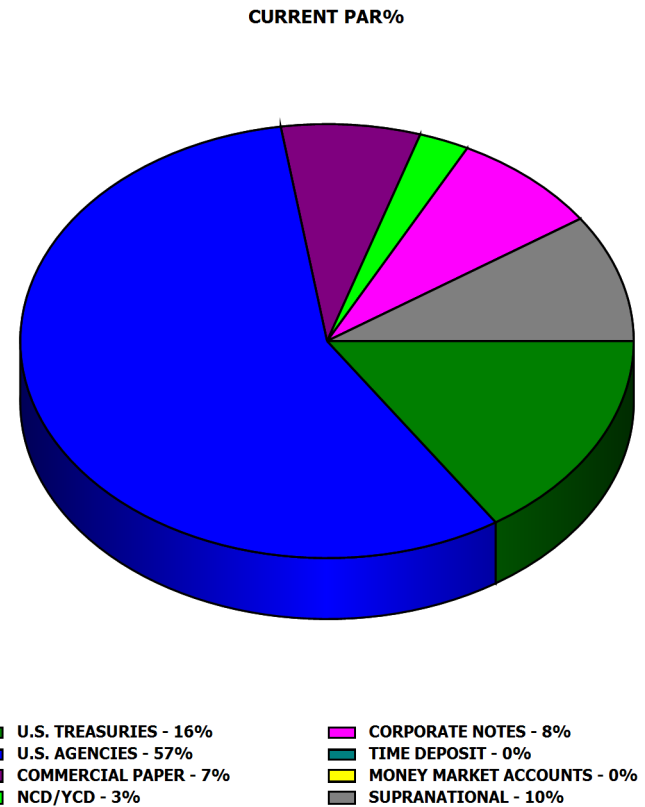
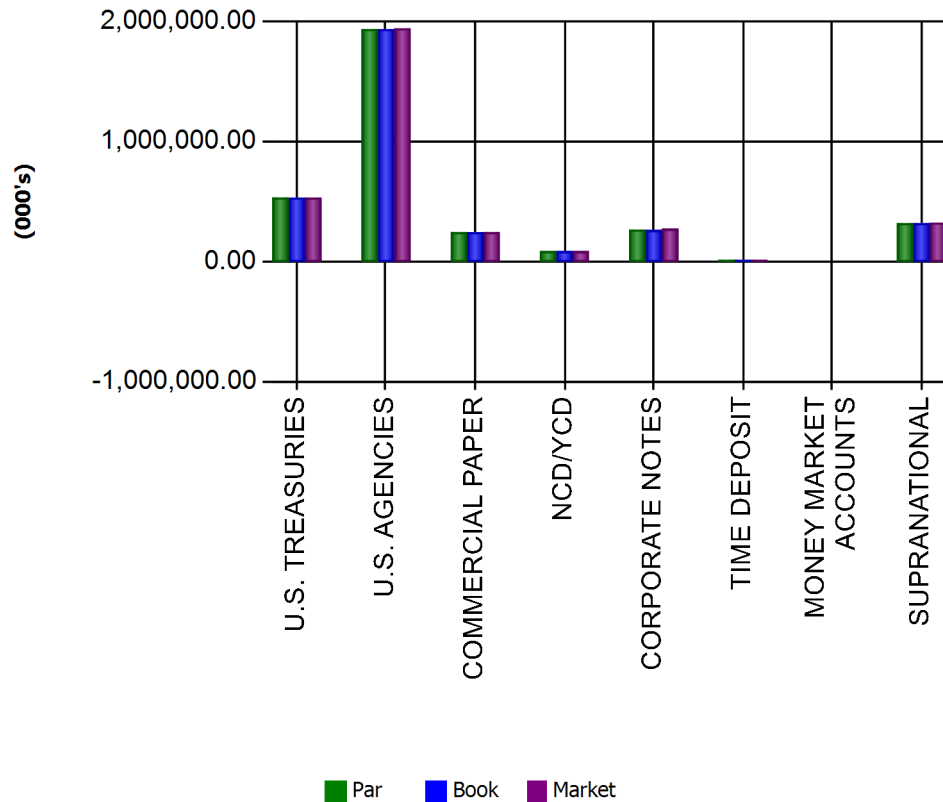
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Reporting Currency: Local

Contra Costa County

Assets (000's)	Current Par	Current Book	Market	MKT/Book	Un Gain/Loss	Yield
U.S. TREASURIES	536,558.00	535,425.68	536,418.92	100.19 %	227.80	0.29 %
U.S. AGENCIES	1,938,162.22	1,936,494.12	1,944,497.92	100.41 %	7,579.38	0.60 %
COMMERCIAL PAPER	250,000.00	248,938.86	249,950.09	100.41 %	314.20	1.17 %
NCD/YCD	90,000.00	90,000.00	90,065.89	100.07 %	65.89	1.49 %
CORPORATE NOTES	269,637.00	266,633.89	276,197.37	103.59 %	9,563.49	2.63 %
TIME DEPOSIT	3.40	3.40	3.40	99.83 %	-0.01	0.08 %
MONEY MARKET ACCOUNTS	0.00	0.00	0.00	0.00 %	0.00	0.00 %
SUPRANATIONAL	325,000.00	324,598.21	326,118.80	100.47 %	1,464.59	1.43 %
Totals(000's)	3,409,360.62	3,402,094.16	3,423,252.39	100.62 %	19,215.34	0.86 %

Asset Allocation





July 01, 2020

Ms. Belinda Zhu
Assistant County Treasurer
Contra Costa County
625 Court Street, Room 100
Martinez, CA 94533

Dear Belinda,

Per your request, this is a confirmation letter as to the source of the FIS/APS2 market pricing data for as of June 30, 2020.

Monthly, you request pricing from four pricing files maintained in FIS/APS2 library called: **MARKET, PRICES, RAPID, and MBPRCS**. The data within these four files are obtained from *Interactive Data Corporation/ICE*.

- 1) **MARKET** file consists of prices for Corporate Bonds, Treasury Bills, Treasury Notes/Bonds, Agency Bonds, and Equities.
- 2) **PRICES** file consists of prices for Commercial Papers (CPs), Certificate of Deposits (CDs), Bankers Acceptances (BAs), Overnight Repos (REPOS), and Time Deposits (TDs).
- 3) **RAPID** file consists of prices for some Agency Discount Notes not found in MARKET file.
- 4) **MBPRCS** file consists of prices for Agency Mortgage Backed Pools (MBS Pools). No prices are available for the Collateralized Mortgage Obligations (CMOs) or Asset Back Securities (ABSs) such as credit cards or auto loans.

If you need further information, please do not hesitate to contact me at 805-341-5354.

Sincerely,

FIS/APS2

Rozali Feiz

Rozali.Feiz@Fisglobal.com

805-341-5354

SECTION III

APPENDIX

B. INVESTMENT PORTFOLIO DETAIL – MANAGED BY OUTSIDE CONTRACTED PARTIES

B.1. PFM



Inventory by Market Value

As Of Date: 06/30/2020

Date Basis: Settlement

Run: 07/02/2020 03:09:26 PM

Reporting Currency: Local

Contra Costa County

Inv. No.	Description	CUSIP	Purchase Maturity	Coupon YTM TR	Current Par /Share Current Book	Market Value Market Price	Curr Accr Int Price Source	Unrealized Gain Unrealized Loss
Inv Type: 1 SUPRANATIONALS								
84365	CCCSIG SUPRA IADB	4581X0DB1	04/19/2018	2.625000	350,000.00	356,552.00	1,837.50	6,757.85
			04/19/2021	2.701839	349,794.15	101.872000	IDC-FIS	0.00
84546	CCCCD SUPRA IBRD	459058GH0	07/25/2018	2.750000	725,000.00	744,263.25	8,750.35	20,959.75
			07/23/2021	2.834778	723,303.50	102.657000	IDC-FIS	0.00
85650	CCCSIG SUPRA IADB	4581X0DM7	04/24/2020	.500000	650,000.00	653,848.00	334.03	4,069.00
			05/24/2023	.511143	649,779.00	100.592000	IDC-FIS	0.00
			Subtotal	1.876039	1,725,000.00	1,754,663.25	10,921.88	31,786.60
				1.931434	1,722,876.65	101.719609		0.00

Inv Type: 12 TREASURY NOTES

84774	CCCSIG GOV US TREAS	9128285L0	12/11/2018	2.875000	2,050,000.00	2,125,665.50	7,527.33	67,423.14
			11/15/2021	2.726485	2,058,242.36	103.691000	IDC-FIS	0.00
84832	CCCSIG GOV US TREAS	912828V72	01/09/2019	1.875000	5,150,000.00	5,287,814.00	40,322.80	230,755.41
			01/31/2022	2.491027	5,057,058.59	102.676000	IDC-FIS	0.00
84864	CCCSIG GOV US TREAS	9128285V8	01/31/2019	2.500000	3,350,000.00	3,469,226.50	38,653.85	123,937.44
			01/15/2022	2.549468	3,345,289.06	103.559000	IDC-FIS	0.00
84871	CCCSIG GOV US TREAS	9128285V8	02/11/2019	2.500000	1,725,000.00	1,786,392.75	19,903.85	59,573.41
			01/15/2022	2.462067	1,726,819.34	103.559000	IDC-FIS	0.00
84874	CCCSIG US TREASURY	912828V72	02/13/2019	1.875000	435,000.00	446,640.60	3,405.90	19,219.12
			01/31/2022	2.488218	427,421.48	102.676000	IDC-FIS	0.00
84906	CCCSIG GOV US TREAS	9128286C9	03/06/2019	2.500000	225,000.00	233,455.50	2,117.10	8,672.04
			02/15/2022	2.539871	224,783.46	103.758000	IDC-FIS	0.00
84927	CCCSIG GOV US TREAS	912828W55	03/18/2019	1.875000	325,000.00	334,165.00	2,036.76	14,281.21
			02/28/2022	2.430857	319,883.79	102.820000	IDC-FIS	0.00
85089	CCCSIG GOV US TREAS	9128282P4	06/05/2019	1.875000	3,800,000.00	3,934,786.00	29,752.75	131,223.50
			07/31/2022	1.843971	3,803,562.50	103.547000	IDC-FIS	0.00
85090	CCCSIG GOV US TREAS	9128282P4	06/05/2019	1.875000	1,775,000.00	1,837,959.25	13,897.66	62,543.23
			07/31/2022	1.867010	1,775,416.02	103.547000	IDC-FIS	0.00
85126	CCCSIG GOV US TREAS	9128282P4	07/03/2019	1.875000	1,750,000.00	1,812,072.50	13,701.92	56,467.03
			07/31/2022	1.767416	1,755,605.47	103.547000	IDC-FIS	0.00
85130	CCCSIG GOV US TREAS	912828XR6	07/09/2019	1.750000	2,250,000.00	2,317,770.00	3,335.04	72,516.09
			05/31/2022	1.824938	2,245,253.91	103.012000	IDC-FIS	0.00
85334	CCCSIG GOV US TREAS	912828YK0	11/04/2019	1.375000	1,800,000.00	1,849,356.00	5,206.97	56,176.31
			10/15/2022	1.506918	1,793,179.69	102.742000	IDC-FIS	0.00



Inventory by Market Value

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Reporting Currency: Local

Contra Costa County

Inv. No.	Description	CUSIP	Purchase Maturity	Coupon YTM TR	Current Par /Share		Curr Accr Int Price Source	Unrealized Gain	
					Current Book	Market Price		Unrealized Loss	
85367	CCCSIG GOV US TREAS	912828YP9	11/12/2019	1.500000	400,000.00	407,064.00	1,010.87	7,954.82	
			10/31/2021	1.670163	399,109.18	101.766000	IDC-FIS	0.00	
85368	CCCSIG GOV US TREAS	912828TY6	11/12/2019	1.625000	775,000.00	801,644.50	1,608.44	28,127.90	
			11/15/2022	1.690511	773,516.60	103.438000	IDC-FIS	0.00	
85390	CCCSIG GOV US TREAS	912828YK0	12/04/2019	1.375000	850,000.00	873,307.00	2,458.85	29,748.41	
			10/15/2022	1.646832	843,558.59	102.742000	IDC-FIS	0.00	
85440	CCCSIG GOV US TREAS	912828P38	01/06/2020	1.750000	1,925,000.00	2,002,827.75	14,067.31	69,932.24	
			01/31/2023	1.612298	1,932,895.51	104.043000	IDC-FIS	0.00	
85479	CCCSIG GOV US TREAS	912828Z29	02/05/2020	1.500000	1,000,000.00	1,033,520.00	6,923.07	28,598.12	
			01/15/2023	1.328786	1,005,787.26	103.352000	IDC-FIS	0.00	
85500	CCCSIG GOV US TREAS	912828Z29	02/10/2020	1.500000	175,000.00	180,866.00	1,211.54	5,572.05	
			01/15/2023	1.441103	175,481.45	103.352000	IDC-FIS	0.00	
85522	CCCSIG GOV US TREAS	912828Q29	03/05/2020	1.500000	1,625,000.00	1,684,101.25	6,127.05	24,696.95	
			03/31/2023	.800646	1,659,404.30	103.637000	IDC-FIS	0.00	
85532	CCCSIG GOV US TREAS	912828Q29	03/04/2020	1.500000	1,650,000.00	1,710,010.50	6,221.31	24,303.47	
			03/31/2023	.785976	1,685,707.03	103.637000	IDC-FIS	0.00	
85664	CCCSIG GOV US TREAS	912828ZP8	06/05/2020	.125000	1,125,000.00	1,123,335.00	179.60	2,377.97	
			05/15/2023	.247634	1,121,037.28	99.852000	IDC-FIS	0.00	
85672	CCCSIG GOV US TREAS	912828ZU7	06/16/2020	.250000	750,000.00	750,966.80	81.96	0.00	
			06/15/2023	.206836	750,971.92	100.128907	BOOK	0.00	
85689	CCCSIG GOV US TREAS	912828ZU7	06/29/2020	.250000	775,000.00	775,999.02	84.70	0.00	
			06/15/2023	.206319	776,073.13	100.128906	BOOK	0.00	
			Subtotal	1.792110	35,685,000.00	36,778,945.42	219,836.63	1,124,099.86	
				1.821513	35,656,057.92	103.065561		0.00	

Inv Type: 23 FEDERAL NATIONAL MORTGAGE ASSO

84834	CCCSIG GOV FNMA NOT	3135G0U92	01/11/2019	2.625000	850,000.00	881,484.00	10,536.46	32,096.00	
			01/11/2022	2.650125	849,388.00	103.704000	IDC-FIS	0.00	
84859	CCCSIG GOV FNMA NOT	3135G0U92	01/31/2019	2.625000	1,000,000.00	1,037,040.00	12,395.83	36,780.00	
			01/11/2022	2.615469	1,000,260.00	103.704000	IDC-FIS	0.00	
85644	CCCSIG GOV FNMA NOT	3135G04Q3	05/22/2020	.250000	1,665,000.00	1,659,988.35	450.94	0.00	
			05/22/2023	.350950	1,659,988.35	99.699000	BOOK	0.00	
			Subtotal	1.501672	3,515,000.00	3,578,512.35	23,383.23	68,876.00	
				1.552784	3,509,636.35	101.806895		0.00	



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Contra Costa County

Inv. No.	Description	CUSIP	Purchase Maturity	Coupon YTM TR	Current Par /Share Current Book	Market Value Market Price	Curr Accr Int Price Source	Unrealized Gain Unrealized Loss
Inv Type: 26 AGENCY MBS FXD-M 30/360								
84856	CCCSIG MBS FHMS KPO	3137FKK39	12/17/2018	3.203000	112,519.61	112,519.26	300.33	0.00
			07/25/2023	3.203060	112,519.26	99.999689	BOOK	0.00
85080	CCCSIG ABS FHMS K01	3137ASNJ9	06/03/2019	2.272000	343,576.83	342,328.68	650.51	0.00
			03/25/2022	2.405785	342,328.68	99.636719	BOOK	0.00
85199	CCCSIG MBS FHMS K02	3137B1BS0	08/15/2019	2.510000	500,000.00	509,218.75	1,045.83	0.00
			11/25/2022	1.929072	509,218.75	101.843750	BOOK	0.00
85217	CCCSIG MBS FNA 2013	3136AEGQ4	09/09/2019	2.280000	203,692.32	206,360.90	387.02	0.00
			12/27/2022	1.870309	206,360.90	101.310103	BOOK	0.00
85218	CCCSIG MBS FHMS K02	3137AWQH1	09/09/2019	2.307000	375,000.00	380,537.11	720.94	0.00
			08/25/2022	1.794607	380,537.11	101.476563	BOOK	0.00
85231	CCCSIG MBS FNA 2013	3136ABPW7	09/13/2019	2.364630	275,680.77	277,802.21	543.24	0.00
			08/25/2022	2.095151	277,802.21	100.769528	BOOK	0.00
85261	CCCSIG ABS VZOT 201	92348AAA3	10/08/2019	1.940000	350,000.00	349,973.02	207.47	0.00
			04/22/2024	1.941761	349,973.02	99.992291	BOOK	0.00
85379	CCCSIG MBS FHMS KJ2	3137FQ3V3	11/26/2019	2.092000	229,652.05	229,646.54	400.36	0.00
			07/25/2024	2.092542	229,646.54	99.997601	BOOK	0.00
			Subtotal	2.317310	2,390,121.58	2,408,386.47	4,255.70	0.00
				2.066659	2,408,386.47	100.764182		0.00
Inv Type: 29 FHLMC NOTES								
85595	CCCSIG GOV FHLMC NO	3137EAEQ8	04/20/2020	.375000	1,545,000.00	1,549,217.85	1,142.66	8,080.35
			04/20/2023	.459004	1,541,137.50	100.273000	IDC-FIS	0.00
85635	CCCSIG GOV FHLMC NO	3137EAER6	05/07/2020	.375000	1,465,000.00	1,468,809.00	824.06	4,424.30
			05/05/2023	.389122	1,464,384.70	100.260000	IDC-FIS	0.00
85666	CCCSIG GOV FHLMC NO	3134GVJ66	06/08/2020	.250000	1,250,000.00	1,249,400.00	199.65	0.00
			06/08/2022	.274082	1,249,400.00	99.952000	BOOK	0.00
85687	CCCSIG GOV FHLMC NO	3137EAES4	06/26/2020	.250000	1,520,000.00	1,515,561.60	52.78	0.00
			06/26/2023	.347927	1,515,561.60	99.708000	BOOK	0.00
			Subtotal	.315106	5,780,000.00	5,782,988.45	2,219.15	12,504.65
				.372058	5,770,483.80	100.051703		0.00
Inv Type: 31 MUNICIPAL BONDS								
85667	CCCSIG MUNI CONNECT	20772KJU4	06/11/2020	2.500000	90,000.00	91,513.80	125.00	0.00



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Contra Costa County

Inv. No.	Description	CUSIP	Purchase Maturity	Coupon YTM TR	Current Par /Share Current Book	Market Value Market Price	Curr Accr Int Price Source	Unrealized Gain Unrealized Loss
			07/01/2022	1.663942	91,513.80	101.682000	BOOK	0.00
			Subtotal	2.500000	90,000.00	91,513.80	125.00	0.00
				1.663942	91,513.80	101.682000		0.00

Inv Type: 49 CORP ABS FXD-M 30/360

83825	CCCSIG ABS JOHN DEE	47788BAD6	07/18/2017	1.820000	27,174.25	27,172.26	21.98	0.00
			10/15/2021	1.823435	27,172.26	99.992677	BOOK	0.00
84207	CCCSIG JDOT 2018 CO	47788CAC6	02/28/2018	2.660000	84,692.44	84,686.36	100.13	0.00
			04/18/2022	2.663481	84,686.36	99.992821	BOOK	0.00
85460	CCCSIG ABS VZOT 202	92348TAA2	01/29/2020	1.850000	200,000.00	199,976.58	113.06	0.00
			07/22/2024	1.900138	199,976.58	99.988290	BOOK	0.00
			Subtotal	2.067361	311,866.69	311,835.20	235.17	0.00
				2.100759	311,835.20	99.989903		0.00

Inv Type: 50 AUTO ABS FXD-M 30/360

83658	CCCSIG ABS ALLY AUT	02007HAC5	03/29/2017	1.780000	1,196.39	1,196.31	0.95	0.00
			08/16/2021	1.785395	1,196.31	99.993313	BOOK	0.00
83855	CCCSIG ABS NAROT 20	65478GAD2	08/23/2017	1.750000	132,359.47	132,352.08	102.95	0.00
			10/15/2021	1.752684	132,352.08	99.994417	BOOK	0.00
84176	CCCSIG ABS ALLYA 20	02007MAE0	01/31/2018	2.350000	106,419.50	106,407.19	111.17	0.00
			06/15/2022	2.355236	106,407.19	99.988433	BOOK	0.00
84405	CCCSIG ABS HART 201	44891KAD7	04/18/2018	2.790000	100,816.45	100,801.27	125.01	0.00
			07/15/2022	2.797121	100,801.27	99.984943	BOOK	0.00
84422	CCCSIG ABS FORDO 20	34528FAD0	05/22/2018	3.030000	144,716.74	144,693.33	194.89	0.00
			11/15/2022	3.037269	144,693.33	99.983824	BOOK	0.00
84535	CCCSIG ABS GMCAR 20	36255JAD6	07/18/2018	3.020000	220,526.09	220,474.66	277.50	0.00
			05/16/2023	3.029757	220,474.66	99.976678	BOOK	0.00
84540	CCCSIG ABS CARMX 20	14313FAD1	07/25/2018	3.130000	197,831.24	197,804.28	275.21	0.00
			06/15/2023	3.135636	197,804.28	99.986372	BOOK	0.00
84541	CCCSIG ABS MBART 20	58772RAD6	07/25/2018	3.030000	338,225.48	338,212.50	455.48	0.00
			01/17/2023	3.031706	338,212.50	99.996162	BOOK	0.00
84628	CCCSIG ABS FORDL 20	34531LAD2	09/21/2018	3.190000	204,083.32	204,066.08	289.34	0.00
			12/15/2021	3.195186	204,066.08	99.991552	BOOK	0.00
84632	CCCSIG ABS GMALT 20	36256GAD1	09/26/2018	3.180000	93,661.30	93,653.90	91.01	0.00
			06/21/2021	3.185694	93,653.90	99.992099	BOOK	0.00



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Contra Costa County

Inv. No.	Description	CUSIP	Purchase Maturity	Coupon YTM TR	Current Par /Share		Curr Accr Int Price Source	Unrealized Gain	
					Current Book	Market Value Market Price		Unrealized Loss	
84654	CCCSIG ABS BMWLT 20	05586CAC8	10/17/2018	3.260000	132,184.35	132,165.98	131.67		0.00
			07/20/2021	3.270188	132,165.98	99.986103	BOOK		0.00
84698	CCCSIG ABS MBALT 20	58769LAC6	11/20/2018	3.210000	403,306.44	403,297.41	575.38		0.00
			09/15/2021	3.211543	403,297.41	99.997761	BOOK		0.00
84837	CCCSIG ABS GMCAR 20	36256XAD4	01/16/2019	2.970000	225,000.00	224,975.09	278.44		0.00
			11/16/2023	2.974624	224,975.09	99.988929	BOOK		0.00
84855	CCCSIG ABS MBALT 20	58772TAC4	01/30/2019	3.100000	155,000.00	154,995.46	213.56		0.00
			11/15/2021	3.102041	154,995.46	99.997071	BOOK		0.00
84872	CCCSIG ABS NAROT 20	65479KAD2	02/13/2019	2.900000	550,000.00	549,916.68	708.89		0.00
			10/16/2023	2.906625	549,916.68	99.984851	BOOK		0.00
84873	CCCSIG ABS ALLYA 20	02004WAC5	02/13/2019	2.910000	325,000.00	324,960.74	420.33		0.00
			09/15/2023	2.915375	324,960.74	99.987920	BOOK		0.00
84885	CCCSIG ABS GMALT 20	36256UAD0	02/21/2019	2.980000	225,000.00	224,964.68	204.88		0.00
			12/20/2021	2.990955	224,964.68	99.984302	BOOK		0.00
84890	CCCSIG ABS FORDL 20	34532FAD4	02/25/2019	2.900000	265,000.00	264,979.28	341.56		0.00
			05/15/2022	2.904814	264,979.28	99.992181	BOOK		0.00
84995	CCCSIG ABS HART 201	44932NAD2	04/10/2019	2.660000	175,000.00	174,976.97	206.89		0.00
			06/15/2023	2.666383	174,976.97	99.986840	BOOK		0.00
85007	CCCSIG ABS NALT 201	65479PAD1	04/15/2019	2.760000	75,000.00	74,994.56	92.00		0.00
			03/15/2022	2.764911	74,994.56	99.992747	BOOK		0.00
85059	CCCSIG ABS FITAT 20	31680YAD9	05/08/2019	2.640000	150,000.00	149,967.03	176.00		0.00
			12/15/2023	2.649699	149,967.03	99.978020	BOOK		0.00
85149	CCCSIG ABS NALT 201	65478LAD1	07/24/2019	2.270000	220,000.00	219,987.50	221.96		0.00
			07/15/2022	2.273769	219,987.50	99.994318	BOOK		0.00
85200	CCCSIG ABS TAOT 201	89238UAD2	08/14/2019	1.910000	275,000.00	274,997.75	233.44		0.00
			09/15/2023	1.910404	274,997.75	99.999182	BOOK		0.00
85203	CCCSIG ABS GMALT 20	38013TAD3	08/14/2019	2.030000	175,000.00	174,980.70	108.55		0.00
			06/20/2022	2.116569	174,980.70	99.988971	BOOK		0.00
85426	CCCSIG ABS COMET 20	14041NFU0	09/05/2019	1.720000	825,000.00	824,792.27	1,813.17		0.00
			08/15/2024	1.758204	824,792.27	99.974821	BOOK		0.00
85448	CCCSIG ABS GMCAR 20	36258NAC6	01/15/2020	1.840000	150,000.00	149,964.67	122.67		0.00
			09/16/2024	1.884382	149,964.67	99.976447	BOOK		0.00
85455	CCCSIG ABS CARMX 20	14315XAC2	01/22/2020	1.890000	125,000.00	124,975.48	105.00		0.00
			12/16/2024	1.928772	124,975.48	99.980384	BOOK		0.00
85459	CCCSIG ABS HDMOT 20	41284UAD6	01/29/2020	1.870000	150,000.00	149,967.29	124.67		0.00
			10/15/2024	1.879305	149,967.29	99.978193	BOOK		0.00
85682	CCCSIG ABS MBART 20	58769VAC4	06/23/2020	.550000	250,000.00	249,980.48	30.56		0.00



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Inv. No.	Description	CUSIP	Purchase Maturity	Coupon YTM TR	Current Par /Share Current Book	Market Value Market Price	Curr Accr Int Price Source	Unrealized Gain Unrealized Loss
			02/18/2025	.553333	249,980.48	99.992192	BOOK	0.00
85684	CCCSIG ABS WOART 20	98163WACO	06/24/2020	.630000	225,000.00	224,982.36	27.56	0.00
			05/15/2025	.633184	224,982.36	99.992160	BOOK	0.00
85690	CCCSIG ABS NAROT 20	65479CAD0	06/30/2020	.550000	300,000.00	299,991.78	4.58	0.00
			07/15/2024	.551346	299,991.78	99.997260	BOOK	0.00
			Subtotal		2.374575	6,915,326.77	8,065.27	0.00
				2.387007	6,914,475.76	99.987694		0.00

Inv Type: 72 NEGOTIABLE CERT OF DEPOSIT

83976	CCCSIG YCD SWEDBANK	87019U6D6	11/17/2017	2.270000	800,000.00	806,449.79	2,219.56	6,449.79
			11/16/2020	2.270000	800,000.00	100.806223	IDC-FIS	0.00
84965	CCCSIG YCD CREDIT A	22535CDV0	04/04/2019	2.830000	800,000.00	800,000.00	5,408.44	0.00
			04/01/2022	2.830000	800,000.00	100.000000	BOOK	0.00
85505	CCCSIG YCD SOCIETE	83369XDL9	02/19/2020	1.800000	825,000.00	825,000.00	5,486.25	0.00
			02/14/2022	1.800000	825,000.00	100.000000	BOOK	0.00
			Subtotal		2.294845	2,425,000.00	13,114.25	6,449.79
				2.294845	2,425,000.00	100.265971		0.00

Inv Type: 74 CERT OF DEPOSIT MEDIUM TERM

84655	CCCSIG YCD SUMITOMO	86565BPC9	10/18/2018	3.390000	750,000.00	749,598.75	5,367.51	618.75
			10/16/2020	3.476115	748,980.00	99.946500	IDC-FIS	0.00
84893	CCCSIG YCD MUFG BAN	55379WZT6	02/28/2019	2.970000	800,000.00	798,560.00	8,316.00	0.00
			02/26/2021	2.970000	800,000.00	99.820000	IDC-FIS	-1,440.00
85209	CCCSIG YCD NORDEA B	65558TLL7	08/29/2019	1.850000	825,000.00	825,000.00	5,341.88	0.00
			08/26/2022	1.850000	825,000.00	100.000000	BOOK	0.00
85216	CCCSIG YCD SKANDINA	83050PDR7	09/03/2019	1.860000	825,000.00	825,000.00	5,370.75	0.00
			08/26/2022	1.860000	825,000.00	100.000000	BOOK	0.00
85407	CCCSIG YCD DNB NOR	23341VZT1	12/06/2019	2.040000	825,000.00	825,000.00	1,355.75	0.00
			12/02/2022	2.040000	825,000.00	100.000000	BOOK	0.00
			Subtotal		2.400308	4,025,000.00	25,751.89	618.75
				2.416337	4,023,980.00	99.954255		-1,440.00

Inv Type: 75 CORPORATE NOTES

83894	CCCSIG CORP BOFA CA	06051GGS2	09/18/2017	2.328000	545,000.00	547,218.15	3,171.90	2,218.15
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Inventory by Market Value

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Reporting Currency: Local

Contra Costa County

Inv. No.	Description	CUSIP	Purchase Maturity	Coupon YTM TR	Current Par /Share		Curr Accr Int Price Source	Unrealized Gain	
					Current Book	Market Price		Unrealized Loss	
			10/01/2021	2.328000	545,000.00	100.407000	IDC-FIS		0.00
83921	CCCSIG CORP PEPSICO	713448DX3	10/10/2017	2.000000	375,000.00	379,807.50	1,583.33	4,882.50	
			04/15/2021	2.005881	374,925.00	101.282000	IDC-FIS		0.00
83940	CCCSIG CORP BB&T MT	05531FAZ6	10/26/2017	2.150000	215,000.00	216,823.20	1,926.05	1,922.10	
			02/01/2021	2.165131	214,901.10	100.848000	IDC-FIS		0.00
83971	CCCSIG CORP UNITED	911312BP0	11/14/2017	2.050000	475,000.00	481,127.50	2,434.38	6,878.00	
			04/01/2021	2.098958	474,249.50	101.290000	IDC-FIS		0.00
84087	CCCSIG CORP CITIGRO	172967KB6	12/11/2017	2.650000	150,000.00	151,047.00	717.71	830.47	
			10/26/2020	2.497862	150,216.53	100.698000	IDC-FIS		0.00
84202	CCCSIG CORP PACCAR	69371RN93	02/27/2018	2.800000	500,000.00	508,015.00	4,666.67	8,260.00	
			03/01/2021	2.817011	499,755.00	101.603000	IDC-FIS		0.00
84247	CCCSIG NATIONAL RUR	63743HER9	02/26/2018	2.900000	330,000.00	336,002.70	2,817.83	6,369.00	
			03/15/2021	2.937862	329,633.70	101.819000	IDC-FIS		0.00
84255	CCCSIG CORP JOHN DE	24422EUD9	03/13/2018	2.875000	250,000.00	254,465.00	2,176.22	4,509.17	
			03/12/2021	2.898871	249,955.83	101.786000	IDC-FIS		0.00
84277	CCCSIG CORP UNILEVE	904764AZ0	03/22/2018	2.750000	650,000.00	661,453.00	4,915.63	14,774.50	
			03/22/2021	2.929170	646,678.50	101.762000	IDC-FIS		0.00
84411	CCCSIG CORP AMERICA	025816BU2	05/17/2018	3.375000	785,000.00	803,282.65	3,238.13	18,416.10	
			05/17/2021	3.381007	784,866.55	102.329000	IDC-FIS		0.00
84421	CCCSIG CORP CHARLES	808513AW5	05/22/2018	3.250000	500,000.00	511,545.00	1,805.56	11,560.00	
			05/21/2021	3.251084	499,985.00	102.309000	IDC-FIS		0.00
84470	CCCSIG CORP BBT COR	05531FBD4	06/05/2018	3.200000	150,000.00	154,546.50	1,573.33	4,725.00	
			09/03/2021	3.235931	149,821.50	103.031000	IDC-FIS		0.00
84511	CCCSIG CORP WALMART	931142EJ8	06/27/2018	3.125000	595,000.00	611,582.65	413.19	16,612.40	
			06/23/2021	3.126857	594,970.25	102.787000	IDC-FIS		0.00
84592	CCCSIG CORP CATERPI	14913Q2N8	09/07/2018	3.150000	100,000.00	103,203.00	997.50	3,280.00	
			09/07/2021	3.177112	99,923.00	103.203000	IDC-FIS		0.00
84593	CCCSIG CORP UNILEVE	904764BF3	09/07/2018	3.000000	100,000.00	104,334.00	950.00	4,818.00	
			03/07/2022	3.147126	99,516.00	104.334000	IDC-FIS		0.00
84594	CCCSIG CORP PFIZER	717081EM1	09/07/2018	3.000000	250,000.00	258,032.50	2,208.33	8,370.00	
			09/15/2021	3.046915	249,662.50	103.213000	IDC-FIS		0.00
84618	CCCSIG CORP 3M COMP	88579YBA8	09/14/2018	3.000000	185,000.00	190,544.45	1,649.58	5,923.70	
			09/14/2021	3.072054	184,620.75	102.997000	IDC-FIS		0.00
84645	CCCSIG CORP AMERICA	02665WCP4	10/10/2018	3.375000	300,000.00	311,493.00	590.63	11,637.00	
			12/10/2021	3.392166	299,856.00	103.831000	IDC-FIS		0.00
84757	CCCSIG CORP HOME DE	437076BV3	12/06/2018	3.250000	225,000.00	236,209.50	2,437.50	11,826.00	
			03/01/2022	3.341128	224,383.50	104.982000	IDC-FIS		0.00



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Contra Costa County

Inv. No.	Description	CUSIP	Purchase Maturity	Coupon YTM TR	Current Par /Share		Curr Accr Int Price Source	Unrealized Gain	
					Current Book	Market Price		Unrealized Loss	
84887	CCCSIG CORP 3M COMP	88579YBF7	02/22/2019	2.750000	245,000.00	253,908.20	2,245.83	9,023.35	
			03/01/2022	2.766133	244,884.85	103.636000	IDC-FIS	0.00	
84915	CCCSIG CORP PFIZER	717081ER0	03/11/2019	2.800000	170,000.00	177,010.80	1,454.44	7,021.00	
			03/11/2022	2.802099	169,989.80	104.124000	IDC-FIS	0.00	
84923	CCCSIG CORP MERCK A	589331AT4	03/15/2019	2.400000	300,000.00	312,279.00	2,120.00	15,345.00	
			09/15/2022	2.708028	296,934.00	104.093000	IDC-FIS	0.00	
84926	CCCSIG CORP GOLDMAN	38141GWC4	03/18/2019	3.000000	325,000.00	331,292.00	1,760.42	8,043.75	
			04/26/2022	3.182983	323,248.25	101.936000	IDC-FIS	0.00	
84932	CCCSIG CORP JPMORGA	46647PBB1	03/22/2019	3.207000	800,000.00	832,928.00	6,414.00	32,928.00	
			04/01/2023	3.207000	800,000.00	104.116000	IDC-FIS	0.00	
85003	CCCSIG CORP TOYOTA	89236TFX8	04/12/2019	2.650000	600,000.00	621,552.00	3,489.17	21,930.00	
			04/12/2022	2.671993	599,622.00	103.592000	IDC-FIS	0.00	
85057	CCCSIG CORP BOEING	097023CG8	05/02/2019	2.700000	125,000.00	126,563.75	562.50	1,785.00	
			05/01/2022	2.761957	124,778.75	101.251000	IDC-FIS	0.00	
85060	CCCSIG CORP PACCAR	69371RP83	05/10/2019	2.650000	100,000.00	104,225.00	375.42	4,279.00	
			05/10/2022	2.668850	99,946.00	104.225000	IDC-FIS	0.00	
85073	CCCSIG CORP VISA IN	92826CAG7	05/24/2019	2.150000	250,000.00	259,800.00	1,582.64	13,097.50	
			09/15/2022	2.567904	246,702.50	103.920000	IDC-FIS	0.00	
85099	CCCSIG CORP MORGAN	61744YAH1	06/07/2019	2.750000	400,000.00	415,860.00	1,283.33	14,236.00	
			05/19/2022	2.605838	401,624.00	103.965000	IDC-FIS	0.00	
85100	CCCSIG CORP GOLDMAN	38141GWC4	06/07/2019	3.000000	400,000.00	407,744.00	2,166.67	5,228.00	
			04/26/2022	2.771065	402,516.00	101.936000	IDC-FIS	0.00	
85121	CCCSIG CORP AMERICA	02665WCY5	06/27/2019	2.200000	500,000.00	513,600.00	122.22	14,060.00	
			06/27/2022	2.231876	499,540.00	102.720000	IDC-FIS	0.00	
85154	CCCSIG CORP US BANC	91159HHC7	07/26/2019	3.000000	300,000.00	313,023.00	2,650.00	7,062.00	
			03/15/2022	2.219159	305,961.00	104.341000	IDC-FIS	0.00	
85158	CCCSIG CORP BOEING	097023CL7	07/31/2019	2.300000	225,000.00	227,166.75	2,156.25	2,175.75	
			08/01/2021	2.301750	224,991.00	100.963000	IDC-FIS	0.00	
85189	CCCSIG CORP BURLING	12189LAF8	08/13/2019	3.450000	300,000.00	308,706.00	3,047.50	1,227.00	
			09/15/2021	2.221338	307,479.00	102.902000	IDC-FIS	0.00	
85190	CCCSIG CORP NORTHER	665859AN4	08/13/2019	2.375000	300,000.00	312,066.00	2,948.96	8,424.00	
			08/02/2022	1.952099	303,642.00	104.022000	IDC-FIS	0.00	
85192	CCCSIG CORP HONEYWE	438516BT2	08/08/2019	2.150000	170,000.00	176,108.10	1,451.85	6,279.80	
			08/08/2022	2.184966	169,828.30	103.593000	IDC-FIS	0.00	
85205	CCCSIG CORP 3M COMP	88579YBL4	08/26/2019	1.750000	400,000.00	412,572.00	2,663.89	14,096.00	
			02/14/2023	1.864079	398,476.00	103.143000	IDC-FIS	0.00	
85206	CCCSIG CORP BANK OF	06406RAK3	08/23/2019	1.950000	375,000.00	386,546.25	2,600.00	11,666.25	



Inventory by Market Value

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Reporting Currency: Local

Contra Costa County

Inv. No.	Description	CUSIP	Purchase Maturity	Coupon YTM TR	Current Par /Share		Curr Accr Int Price Source	Unrealized Gain	
					Current Book	Market Price		Unrealized Loss	
			08/23/2022	1.961036	374,880.00	103.079000	IDC-FIS		0.00
85211	CCCSIG CORP CATERPI	14913Q3A5	09/06/2019	1.900000	340,000.00	350,876.60	2,063.61	11,349.20	
			09/06/2022	1.947926	339,527.40	103.199000	IDC-FIS		0.00
85212	CCCSIG CORP THE WAL	254687FJ0	09/06/2019	1.650000	225,000.00	230,238.00	1,237.50	5,726.25	
			09/01/2022	1.724903	224,511.75	102.328000	IDC-FIS		0.00
85227	CCCSIG CORP JOHN DE	24422EVA4	09/12/2019	1.950000	75,000.00	77,147.25	73.13	2,244.00	
			06/13/2022	1.998849	74,903.25	102.863000	IDC-FIS		0.00
85228	CCCSIG CORP APPLE I	037833DL1	09/11/2019	1.700000	200,000.00	205,972.00	1,038.89	6,006.00	
			09/11/2022	1.705837	199,966.00	102.986000	IDC-FIS		0.00
85244	CCCSIG CORP PACCAR	69371RQ33	09/26/2019	2.000000	225,000.00	232,096.50	1,187.50	7,371.00	
			09/26/2022	2.042132	224,725.50	103.154000	IDC-FIS		0.00
85335	CCCSIG CORP CITIGRO	17308CC46	11/04/2019	2.312000	450,000.00	458,874.00	1,647.30	8,874.00	
			11/04/2022	2.312000	450,000.00	101.972000	IDC-FIS		0.00
85354	CCCSIG CORP IBM COR	459200JX0	11/06/2019	2.850000	500,000.00	523,135.00	1,900.00	12,210.00	
			05/13/2022	1.956851	510,925.00	104.627000	IDC-FIS		0.00
85444	CCCSIG CORP CATERPI	14913Q3C1	01/13/2020	1.950000	225,000.00	232,821.00	524.06	7,924.50	
			11/18/2020	2.006257	224,896.50	103.476000	IDC-FIS		0.00
85462	CCCSIG CORP BANK OF	06406RAM9	01/28/2020	1.850000	400,000.00	413,688.00	3,145.00	13,968.00	
			01/27/2023	1.874134	399,720.00	103.422000	IDC-FIS		0.00
85469	CCCSIG CORP ADOBE I	00724PAA7	02/03/2020	1.700000	90,000.00	93,151.80	629.00	3,275.10	
			02/01/2023	1.747172	89,876.70	103.502000	IDC-FIS		0.00
85478	CCCSIG CORP NATIONA	63743HET5	02/05/2020	1.750000	330,000.00	337,124.70	2,342.08	7,415.10	
			01/21/2022	1.796132	329,709.60	102.159000	IDC-FIS		0.00
85634	CCCSIG CORP PEPSICO	713448EY0	05/01/2020	.750000	200,000.00	201,820.00	250.00	2,216.00	
			05/01/2023	.816947	199,604.00	100.910000	IDC-FIS		0.00
85636	CCCSIG CORP CHEVRON	166764BV1	05/11/2020	1.141000	185,000.00	185,000.00	293.17	0.00	
			05/11/2023	1.141000	185,000.00	100.000000	BOOK		0.00
85637	CCCSIG CORP APPLE I	037833DV9	05/11/2020	.750000	375,000.00	378,952.50	390.63	4,972.50	
			05/11/2023	.842007	373,980.00	101.054000	IDC-FIS		0.00
85643	CCCSIG CORP CITIGRO	172967MR9	05/14/2020	1.678000	250,000.00	250,000.00	547.68	0.00	
			05/15/2024	1.678000	250,000.00	100.000000	BOOK		0.00
85657	CCCSIG CORP AMAZON.	023135BP0	06/03/2020	.400000	425,000.00	424,184.00	132.22	0.00	
			06/03/2023	.447032	424,405.00	99.808000	IDC-FIS		-221.00
85658	CCCSIG JOHN DEERE C	24422EVH9	06/04/2020	.700000	150,000.00	150,529.50	78.75	652.50	
			07/05/2023	.726876	149,877.00	100.353000	IDC-FIS		0.00
85665	CCCSIG CORP PACCAR	69371RQ82	06/08/2020	.800000	100,000.00	100,383.00	51.11	522.00	
			06/08/2023	.847023	99,861.00	100.383000	IDC-FIS		0.00



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Inv. No.	Description	CUSIP	Purchase Maturity	Coupon YTM TR	Current Par /Share Current Book	Market Value Market Price	Curr Accr Int Price Source	Unrealized Gain Unrealized Loss
Subtotal				2.442751	17,710,000.00	18,159,677.00	98,900.19	440,445.64
				2.408615	17,719,452.36	102.539113		-221.00
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Inv Type: 79 YCD/NCD 30/360								
84486	CCCSIG ROYAL BANK O	78012UEE1	06/08/2018	3.240000	1,000,000.00	996,495.28	2,160.00	0.00
			06/07/2021	3.240000	1,000,000.00	99.649528	IDC-FIS	-3,504.72
Subtotal				3.240000	1,000,000.00	996,495.28	2,160.00	0.00
				3.240000	1,000,000.00	99.649528		-3,504.72
<hr/>								
Grand Total			Count 141	1.947696	81,572,315.04	83,232,101.52	408,968.36	1,684,781.29
				1.954166	81,553,698.31	102.034742		-5,165.72



Inventory by Market Value

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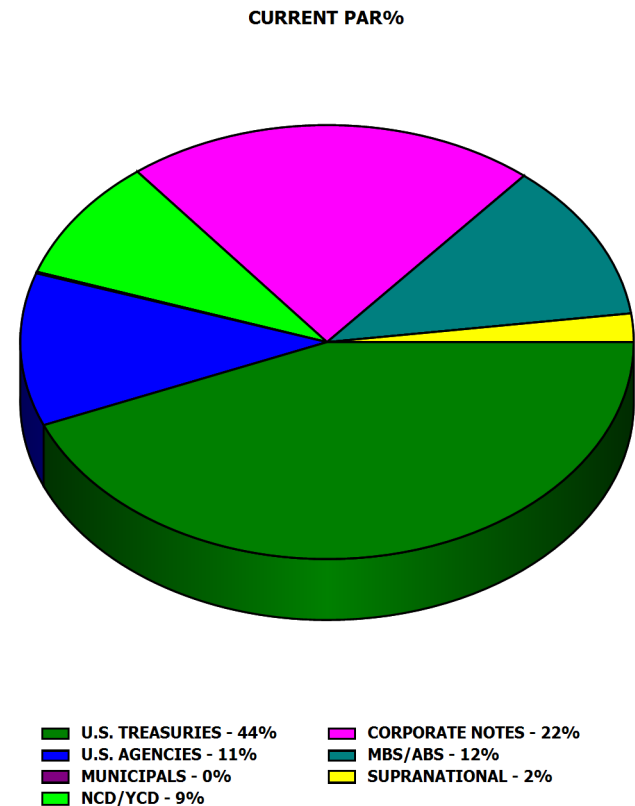
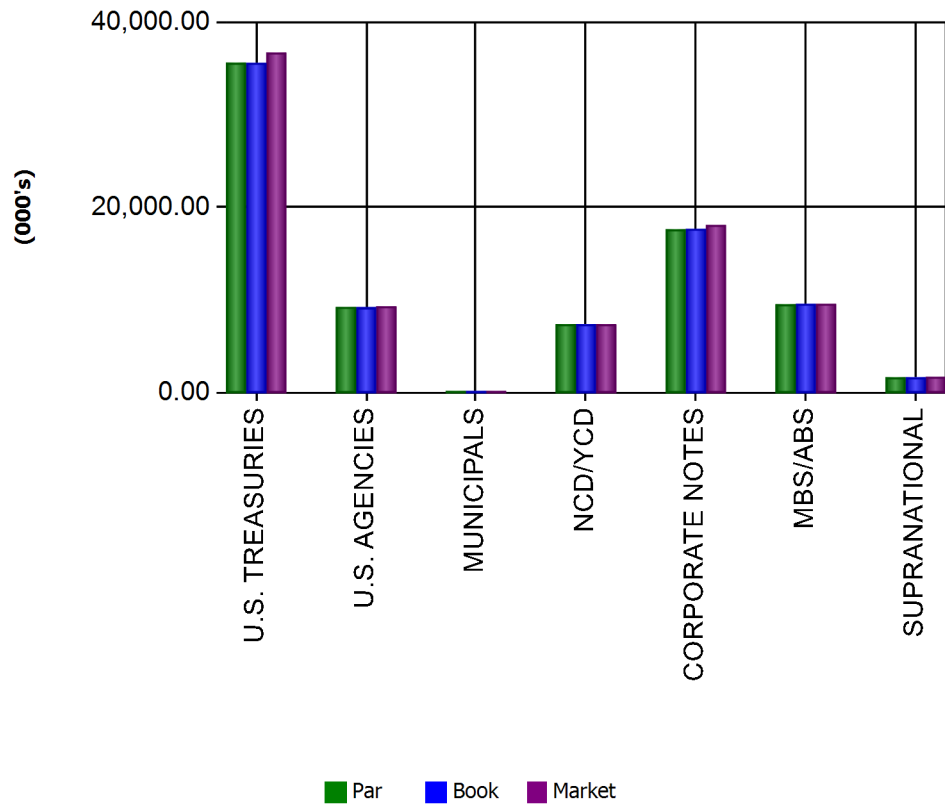
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Contra Costa County

Assets (000's)	Current Par	Current Book	Market	MKT/Book	Un Gain/Loss	Yield
U.S. TREASURIES	35,685.00	35,656.06	36,778.95	103.15 %	1,124.10	1.82 %
U.S. AGENCIES	9,295.00	9,280.12	9,361.50	100.88 %	81.38	0.82 %
MUNICIPALS	90.00	91.51	91.51	100.00 %	0.00	1.66 %
NCD/YCD	7,450.00	7,448.98	7,451.10	100.03 %	2.12	2.49 %
CORPORATE NOTES	17,710.00	17,719.45	18,159.68	102.48 %	440.22	2.41 %
MBS/ABS	9,617.32	9,634.70	9,634.70	100.00 %	0.00	2.30 %
SUPRANATIONAL	1,725.00	1,722.88	1,754.66	101.84 %	31.79	1.93 %
Totals(000's)	81,572.32	81,553.70	83,232.10	102.06 %	1,679.62	1.95 %

Asset Allocation



SECTION III

APPENDIX

B. INVESTMENT PORTFOLIO DETAIL – MANAGED BY OUTSIDE CONTRACTED PARTIES

B.2. STATE OF CALIFORNIA LOCAL AGENCY INVESTMENT FUND (LAIF)

**CONTRA COSTA COUNTY
AS OF JUNE 30, 2020**

CALIFORNIA STATE LOCAL AGENCY INVESTMENT ACCOUNTS	STATE CONTROLLER ACCOUNT NUMBER	ACCOUNT BALANCE	ESTIMATED FAIR VALUE
ACALANES UNION HIGH SCHOOL	75-07-010	1,013,082.08	1,018,059.14
ANTIOCH UNIFIED SCHOOL DISTRICT	75-07-005	882,340.85	886,675.61
BRENTWOOD UNION SCHOOL DISTRICT	75-07-013	8,295,237.72	8,335,990.52
BYRON UNION SCHOOL DISTRICT	75-07-017	176,762.27	177,630.67
CANYON ELEMENTARY SCHOOL DISTRICT	75-07-018	155,500.62	156,264.56
CENTRAL CONTRA COSTA SANITARY DISTRICT	70-07-001	74,999,999.33	75,368,458.95
CONTRA COSTA COMMUNITY COLLEGE	75-07-001	657,578.77	660,809.32
CONTRA COSTA COUNTY	99-07-000	75,000,000.00	75,368,459.63
CONTRA COSTA COUNTY OFFICE OF EDUCATION	75-07-007	1,369,100.68	1,375,826.79
CONTRA COSTA COUNTY SCHOOL INSURANCE GROUP	35-07-001	2,383,393.18	2,395,102.30
CROCKETT COMMUNITY SERVICES DISTRICT	16-07-004	4,384,061.80	4,405,599.80
DELTA DIABLO SANITATION DISTRICT	70-07-003	77,521.93	77,902.78
EAST CONTRA COSTA REG FEE & FINANCING AUTH	40-07-006	1,077,898.80	1,083,194.30
KENSINGTON FIRE PROTECTION DISTRICT	17-07-011	4,250,878.68	4,271,762.38
KENSINGTON POLICE PROTECTION & COMMUNITY SERVICES DISTRICT	16-07-003	1,632,995.55	1,641,018.12
LAFAYETTE SCHOOL DISTRICT	75-07-012	5,197,196.32	5,222,729.08
MARTINEZ UNIFIED SCHOOL DISTRICT	75-07-011	23,808,315.74	23,925,281.11
MORAGA ORINDA FIRE DISTRICT	17-07-003	12,491,247.90	12,552,614.84
MORAGA SCHOOL DISTRICT	75-07-016	2,855.28	2,869.31
MT DIABLO UNIFIED SCHOOL DISTRICT	75-07-008	3,663,451.77	3,681,449.56
MT VIEW SANITARY DISTRICT	70-07-008	5,463,558.07	5,490,399.41
OAKLEY UNION SCHOOL DISTRICT	75-07-009	264,016.85	265,313.91
ORINDA UNION SCHOOL DISTRICT	75-07-015	3,296,753.94	3,312,950.22
PITTSBURG UNIFIED SCHOOL DISTRICT	75-07-002	37,548.55	37,733.02
RECLAMATION DISTRICT 799	60-07-001	87,736.76	88,167.79
RECLAMATION DISTRICT 800	60-07-003	3,513,087.50	3,530,346.58
RECLAMATION DISTRICT 2026	60-07-005	503,691.80	506,166.33
REDEVELOPMENT AGENCY	65-07-015	0.04	0.04
RODEO -HERCULES FIRE PROTECTION DISTRICT	17-07-001	1,125,130.99	1,130,658.53
SAN RAMON VALLEY UNIFIED SCHOOL DISTRICT	75-07-004	255,820.75	257,077.54
WEST CONTRA COSTA UNIFIED SCHOOL DISTRICT	75-07-014	33,083,393.99	33,245,925.92
	TOTAL	<u>269,150,158.51</u>	<u>270,472,438.06</u>

SECTION III

APPENDIX

B. INVESTMENT PORTFOLIO DETAIL – MANAGED BY OUTSIDE CONTRACTED PARTIES

ASSET MANAGEMENT FUNDS

- B.3. WELLS CAPITAL MANAGEMENT**
- B.4. CAMP**
- B.5. CalTRUST (LIQUIDITY)***
- B.6. US BANK**

*No investment was made in the CalTRUST Liquidity Fund as of 6/30/20.



WFAM GAAP

30 June 2020

WC-Contra Costa County

Investment Strategy: Short Duration Fixed Income

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Wells Fargo Asset Management is a trade name used by the asset management businesses of Wells Fargo & Company.

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The information contained in this report represents estimated trade date investment calculations. Certain calculations may not be available for all time periods. Please refer to your custody statement for official portfolio holdings and transactions. Note that certain accounting methods may cause differences between this investment report and your custody statement.

Risk Summary

US Dollar

01 April 2020 to 30 June 2020

WC-Contra Costa County

Account: XXX235

Investment Strategy: Short Duration Fixed Income

Primary Benchmark: ICE BofA US 6-Month Treasury Bill Index

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Balance Sheet

Book Value + Accrued	44,434,094.89
Net Unrealized Gain/Loss	208,991.09
Market Value + Accrued	44,643,085.98

Portfolio Characteristics

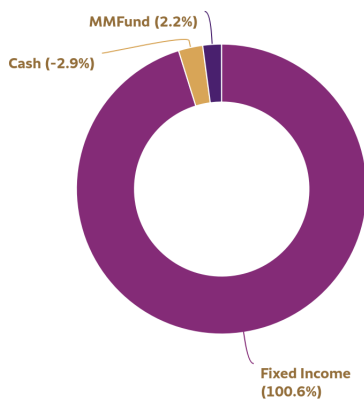
Risk Metric	Value
Cash	-1,278,984.89
MMFund	988,656.75
Fixed Income	44,933,414.12
Duration	0.59
Convexity	0.02
WAL	0.65
Years to Final Maturity	0.86
Years to Effective Maturity	0.67
Yield	0.44
Book Yield	1.41
Avg Credit Rating	AA+/Aa1/AA+

Issuer Concentration

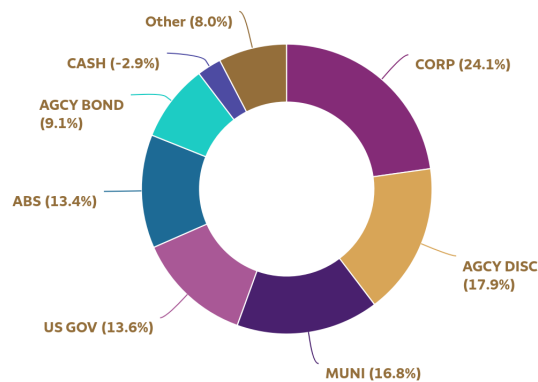
Issuer Concentration	% of Base Market Value + Accrued
Other	49.68%
Farm Credit System	15.67%
United States	13.62%
Federal Home Loan Banks	11.34%
Toyota Motor Corporation	2.97%
Inter-American Development Bank	2.26%
California Earthquake Authority	2.25%
Wells Fargo & Company	2.21%
---	100.00%

Footnotes: 1,2

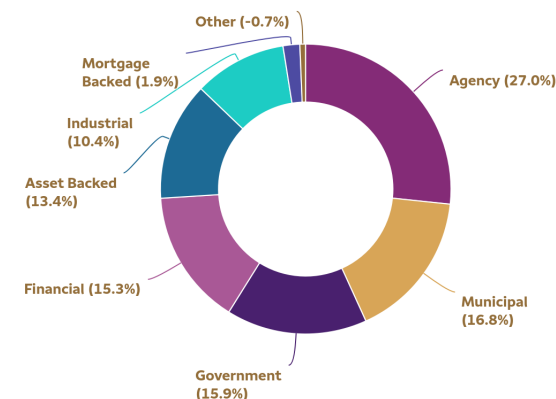
Asset Class (%)



Security Type (%)



Market Sector (%)



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Risk Summary

US Dollar

01 April 2020 to 30 June 2020

WC-Contra Costa County

Account: XXX235

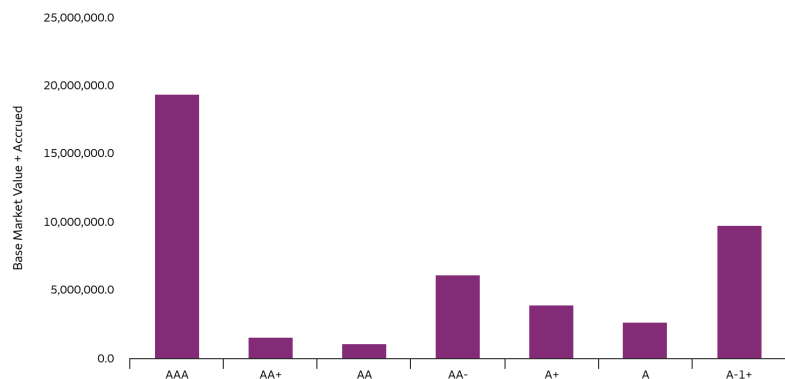
Investment Strategy: Short Duration Fixed Income

Primary Benchmark: ICE BofA US 6-Month Treasury Bill Index

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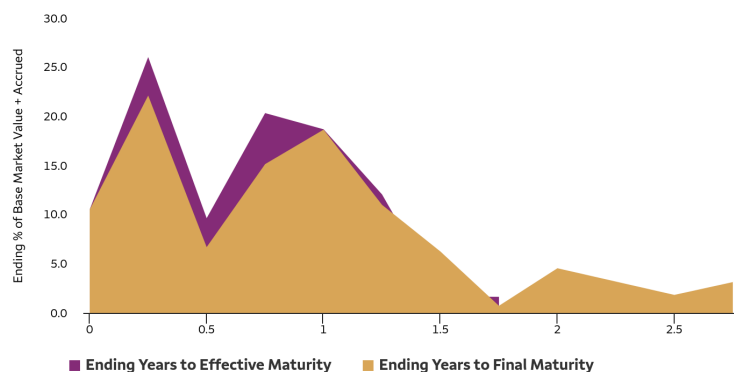
Credit Rating



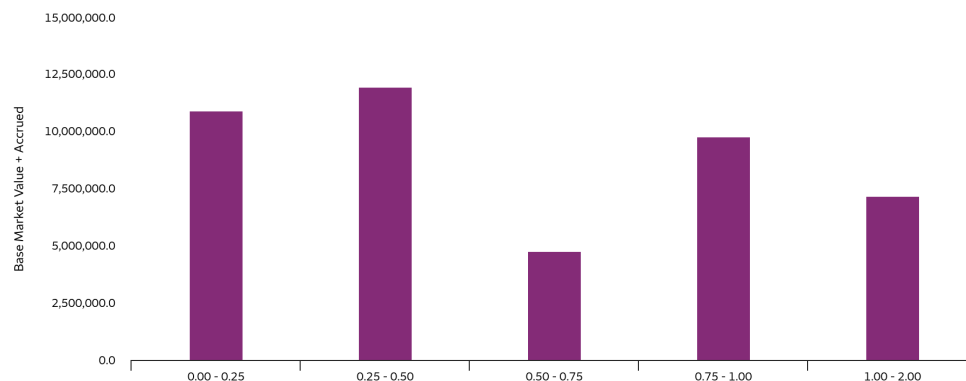
Credit Duration Heat Map

Rating	0 - 1	1 - 2	2 - 3	3 - 4	4 - 5	5 - 7	7 - 10	10 - 15	15 - 30
AAA	58.95%	6.32%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
AA	14.54%	5.31%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
A	10.42%	4.46%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
BBB	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
BB	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
B	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
CCC	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
CC	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
C	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
NA	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%

Time To Maturity



Duration



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Risk Summary

US Dollar

01 April 2020 to 30 June 2020

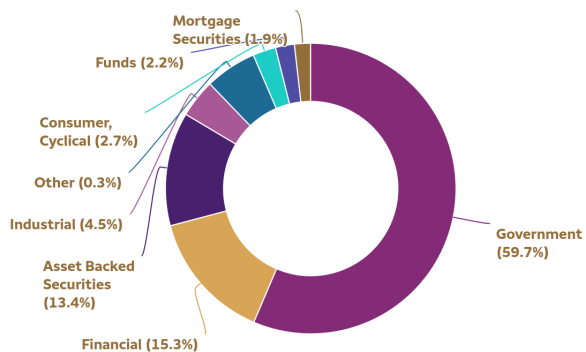
WC-Contra Costa County

Account: XXX235

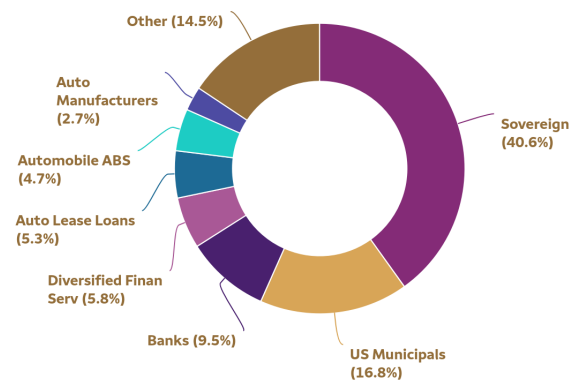
Investment Strategy: Short Duration Fixed Income

Primary Benchmark: ICE BofA US 6-Month Treasury Bill Index

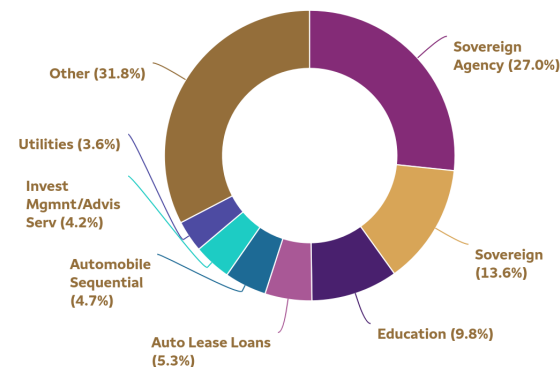
Industry Sector



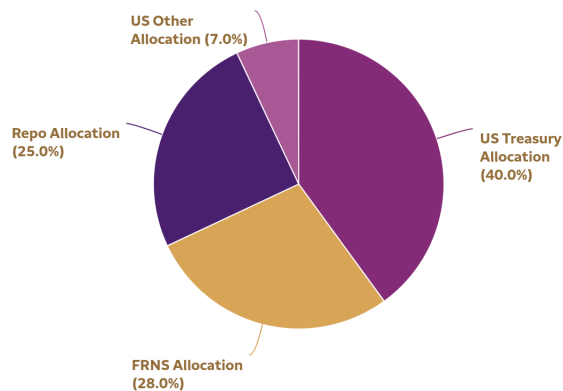
Industry Group



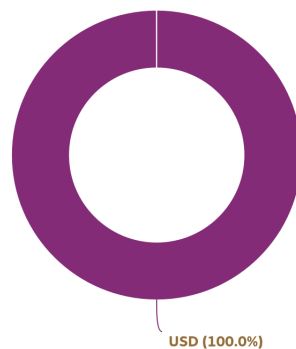
Industry Subgroup



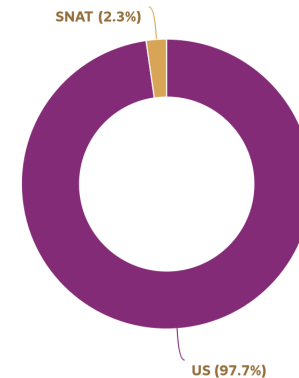
MMF Asset Allocation



Currency



Country



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Risk Summary

US Dollar

01 April 2020 to 30 June 2020

WC-Contra Costa County

Account: XXX235

Investment Strategy: Short Duration Fixed Income

Primary Benchmark: ICE BofA US 6-Month Treasury Bill Index



1: * Grouped by: Issuer Concentration. 2: * Groups Sorted by: % of Base Market Value + Accrued.

Performance Summary Gross of Fees

US Dollar
01 April 2020 to 30 June 2020

WC-Contra Costa County
Account: XXX235
Investment Strategy: Short Duration Fixed Income
Primary Benchmark: ICE BofA US 6-Month Treasury Bill Index



Period	Period Begin	Period End	Total Return, Gross of Fees	Weighted Average Index Return	Excess Total Return, Gross of Fees
Month to Date	06/01/2020	06/30/2020	0.09%	0.02%	0.08%
Quarter to Date	04/01/2020	06/30/2020	0.66%	0.00%	0.66%
Year to Date	01/01/2020	06/30/2020	1.26%	0.93%	0.33%
Prior Month	05/01/2020	05/31/2020	0.20%	-0.02%	0.23%
Prior Quarter	01/01/2020	03/31/2020	0.60%	0.94%	-0.33%
Prior Year	01/01/2019	12/31/2019	2.69%	2.57%	0.12%
Trailing Month	06/01/2020	06/30/2020	0.09%	0.02%	0.08%
Trailing Quarter	04/01/2020	06/30/2020	0.66%	0.00%	0.66%
Trailing Year	07/01/2019	06/30/2020	2.40%	2.11%	0.29%

Account	Index	Index Start Date	Index End Date
WC-Contra Costa County	ML 6 Month T-Bill	01/01/1980	11/30/2004
WC-Contra Costa County	ICE BofA US 6-Month Treasury Bill Index	12/01/2004	---

Gross of Fees (includes trading).

The information contained in this report represents estimated trade date investment calculations. Certain calculations may not be available for all time periods. Please refer to your custody statement for official portfolio holdings and transactions. Note that certain accounting methods may cause differences between this investment report and your custody statement.

Performance Summary

Gross of Fees

US Dollar

01 April 2020 to 30 June 2020

WC-Contra Costa County

Account: XXX235

Investment Strategy: Short Duration Fixed Income

Primary Benchmark: ICE BofA US 6-Month Treasury Bill Index



Returns are actual and have not been annualized.

No Tax Adjustment.

Note that data will not exist prior to the performance inception date of: 04/01/2001.

Historical data exists for the options shown below, only available on historical data boundaries:

Begin Date, End Date	Return Type, Fee Options	Tax Options
04/01/2001 01/31/2011	Total Return Gross of Fees, Net of Fees	Gross Down Method, Gross Up Method, No Tax Adjustment
04/01/2001 01/31/2011	Income Return Gross of Fees	No Tax Adjustment
04/01/2001 01/31/2011	Price Return Gross of Fees	No Tax Adjustment
01/01/2008 01/31/2011	Book Return Gross of Fees, Net of Fees	Gross Down Method, Gross Up Method, No Tax Adjustment

Reported Index Return is always Total Return.

The information contained in this report represents estimated trade date investment calculations. Certain calculations may not be available for all time periods. Please refer to your custody statement for official portfolio holdings and transactions. Note that certain accounting methods may cause differences between this investment report and your custody statement.

Performance Summary Net of Fees

US Dollar

01 April 2020 to 30 June 2020

WC-Contra Costa County

Account: XXX235

Investment Strategy: Short Duration Fixed Income

Primary Benchmark: ICE BofA US 6-Month Treasury Bill Index



Period	Period Begin	Period End	Total Return, Net of Fees	Weighted Average Index Return	Excess Total Return, Net of Fees
Month to Date	06/01/2020	06/30/2020	0.08%	0.02%	0.07%
Quarter to Date	04/01/2020	06/30/2020	0.63%	0.00%	0.63%
Year to Date	01/01/2020	06/30/2020	1.20%	0.93%	0.27%
Prior Month	05/01/2020	05/31/2020	0.19%	-0.02%	0.22%
Prior Quarter	01/01/2020	03/31/2020	0.57%	0.94%	-0.36%
Prior Year	01/01/2019	12/31/2019	2.57%	2.57%	0.00%
Trailing Month	06/01/2020	06/30/2020	0.08%	0.02%	0.07%
Trailing Quarter	04/01/2020	06/30/2020	0.63%	0.00%	0.63%
Trailing Year	07/01/2019	06/30/2020	2.28%	2.11%	0.17%

Account	Index	Index Start Date	Index End Date
WC-Contra Costa County	ML 6 Month T-Bill	01/01/1980	11/30/2004
WC-Contra Costa County	ICE BofA US 6-Month Treasury Bill Index	12/01/2004	---

Net of Fees (includes management and trading).

The information contained in this report represents estimated trade date investment calculations. Certain calculations may not be available for all time periods. Please refer to your custody statement for official portfolio holdings and transactions. Note that certain accounting methods may cause differences between this investment report and your custody statement.

Performance Summary Net of Fees

US Dollar

01 April 2020 to 30 June 2020

WC-Contra Costa County

Account: XXX235

Investment Strategy: Short Duration Fixed Income

Primary Benchmark: ICE BofA US 6-Month Treasury Bill Index



Returns are actual and have not been annualized.

No Tax Adjustment.

Note that data will not exist prior to the performance inception date of: 04/01/2001.

Historical data exists for the options shown below, only available on historical data boundaries:

Begin Date, End Date	Return Type, Fee Options	Tax Options
04/01/2001 01/31/2011	Total Return Gross of Fees, Net of Fees	Gross Down Method, Gross Up Method, No Tax Adjustment
04/01/2001 01/31/2011	Income Return Gross of Fees	No Tax Adjustment
04/01/2001 01/31/2011	Price Return Gross of Fees	No Tax Adjustment
01/01/2008 01/31/2011	Book Return Gross of Fees, Net of Fees	Gross Down Method, Gross Up Method, No Tax Adjustment

Reported Index Return is always Total Return.

The information contained in this report represents estimated trade date investment calculations. Certain calculations may not be available for all time periods. Please refer to your custody statement for official portfolio holdings and transactions. Note that certain accounting methods may cause differences between this investment report and your custody statement.

GAAP FX Financials

US Dollar

01 April 2020 to 30 June 2020

WC-Contra Costa County

Account: XXX235

Investment Strategy: Short Duration Fixed Income

Primary Benchmark: ICE BofA US 6-Month Treasury Bill Index



Balance Sheet	As of:	WC-Contra Costa County	
		03/31/2020	06/30/2020
Book Value		44,329,526.55	44,302,385.96
Accrued Balance		141,854.66	131,708.93
Book Value + Accrued		44,471,381.22	44,434,094.89
Net FX Unrealized Accrued Gain/Loss		0.00	0.00
Net FX Unrealized Security Gain/Loss		0.00	0.00
Net Market Unrealized Gain/Loss		99,554.71	208,991.09
Market Value + Accrued		44,570,935.92	44,643,085.98

Income Statement	Begin Date End Date	WC-Contra Costa County	
		04/01/2020 06/30/2020	
Net Amortization/Accretion Income			-3,698.20
Interest Income		181,556.04	
Dividend Income		0.00	
Foreign Tax Withheld Expense		0.00	
Misc Income		0.00	
Market Allowance Expense		0.00	
FX Allowance Expense		0.00	
Income Subtotal			181,556.04
Net FX Realized Gain/Loss		0.00	
Net Market Realized Gain/Loss		4,123.90	
Net Total Holding Gain/Loss		0.00	
Total Impairment Loss		0.00	
Net Total Gain/Loss			4,123.90
Expense		-12,781.19	
Net Income			169,200.55
Transfers In/Out			-206,486.87
Change in FX Unrealized Gain/Loss			0.00
Change in Market Unrealized Gain/Loss			109,436.38

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GAAP FX Financials

US Dollar

01 April 2020 to 30 June 2020

WC-Contra Costa County

Account: XXX235

Investment Strategy: Short Duration Fixed Income

Primary Benchmark: ICE BofA US 6-Month Treasury Bill Index

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Statement of Cash Flows	WC-Contra Costa County	
	Begin Date	04/01/2020
	End Date	06/30/2020
Net Income		169,200.55
Amortization/Accretion on MS	9,109.54	
Change in Accrued on MS	46,465.53	
Net Gain/Loss on MS	-4,123.90	
Change in Unrealized G/L on CE	-548.88	
Subtotal		50,902.29
Purchase of MS	-14,190,422.15	
Purchased Accrued of MS	-35,064.60	
Sales of MS	2,028,932.44	
Sold Accrued of MS	0.00	
Maturities of MS	7,286,300.00	
Net Purchases/Sales		-4,910,254.31
Transfers of Cash & CE		-206,486.87
Total Change in Cash & CE		-4,896,638.34
Beginning Cash & CE		6,057,452.90
Ending Cash & CE		1,160,814.56

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Income Detail

US Dollar

01 April 2020 to 30 June 2020

WC-Contra Costa County

Account: XXX235

Investment Strategy: Short Duration Fixed Income

Primary Benchmark: ICE BofA US 6-Month Treasury Bill Index

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Identifier, Description	Ending Base Current Units, Coupon	Effective Maturity, Final Maturity	Transfers In/Out, Settle Date	Interest/Dividend Income, Net Amortization/ Accretion Income	Net Realized Gain/ Loss	Base Expense, Base Net Income
02582JH4 AMXCA 2018-8 A	665,000.00 3.18	09/14/2021 09/15/2021	0.00 06/18/2020	763.64 -659.03	0.00	0.00 104.61
032556GM8 ANAHEIM CALIF HSG & PUB IMPT AUTH REV	630,000.00 1.65	10/01/2021 10/01/2021	0.00 03/04/2020	2,594.03 0.00	0.00	0.00 2,594.03
06051GHH5 BANK OF AMERICA CORP	700,000.00 3.50	05/17/2021 05/17/2022	0.00 06/29/2020	136.07 -108.61	0.00	0.00 27.46
06050TML3 BANK OF AMERICA NA	0.00 2.03	05/24/2021 05/24/2021	0.00 05/24/2019	1,496.33 0.00	0.00	0.00 1,496.33
06050TML3 BANK OF AMERICA NA	0.00 2.03	05/24/2021 05/24/2021	0.00 05/24/2019	0.00 0.00	0.00	0.00 0.00
06406FAA1 BANK OF NEW YORK MELLON CORP	0.00 2.50	03/15/2021 04/15/2021	0.00 08/27/2019	680.56 -158.25	0.00	0.00 522.30
06406FAA1 BANK OF NEW YORK MELLON CORP	700,000.00 2.50	03/15/2021 04/15/2021	0.00 08/27/2019	3,694.44 -870.40	0.00	0.00 2,824.05
09247XAH4 BLACKROCK INC	450,000.00 4.25	05/24/2021 05/24/2021	0.00 06/01/2020	1,593.74 -1,460.04	0.00	0.00 133.70
05588CAB8 BMWOT 2019-A A2	574,444.21 2.05	11/05/2020 05/25/2022	0.00 09/18/2019	3,525.15 4.55	0.00	0.00 3,529.71
13017HAF3 CALIFORNIA EARTHQUAKE AUTH REV	1,000,000.00 1.30	07/01/2020 07/01/2020	0.00 03/17/2020	3,250.00 0.00	0.00	0.00 3,250.00
CCYUSD Cash	1.02 0.00	06/30/2020 06/30/2020	-206,486.87 ---	0.00 0.00	0.00	-12,781.19 -12,781.19
14913Q2J7 CATERPILLAR FINANCIAL SERVICES CORP	0.00 2.95	05/15/2020 05/15/2020	0.00 05/29/2019	1,802.78 -230.25	0.00	0.00 1,572.53
14913Q2W8 CATERPILLAR FINANCIAL SERVICES CORP	535,000.00 2.65	05/17/2021 05/17/2021	0.00 07/01/2020	0.00 0.00	0.00	0.00 0.00
17305EGB5 CCCIT 2017-A3 A3	0.00 1.92	04/07/2020 04/07/2020	0.00 07/29/2019	128.00 19.27	0.00	0.00 147.27
161571GX6 CHAIT 2015-4 A	0.00 1.84	04/15/2020 04/15/2020	0.00 08/21/2019	608.22 46.87	0.00	0.00 655.09
808513AV7 CHARLES SCHWAB CORP	0.00 0.69	04/21/2021 05/21/2021	0.00 12/05/2019	1,960.00 -86.28	0.00	0.00 1,873.72
808513AV7 CHARLES SCHWAB CORP	700,000.00 0.69	04/21/2021 05/21/2021	0.00 12/05/2019	553.38 -70.75	0.00	0.00 482.62
17325FAN8 CITIBANK NA	0.00 3.05	05/01/2020 05/01/2020	0.00 03/22/2019	1,779.17 -142.24	0.00	0.00 1,636.93
17325FAQ1 CITIBANK NA	700,000.00 3.40	06/23/2021 07/23/2021	0.00 07/01/2020	0.00 0.00	0.00	0.00 0.00
14042WAB6 COPAR 2019-1 A2	321,081.20 2.58	10/10/2020 04/15/2022	0.00 05/30/2019	2,536.02 10.33	0.00	0.00 2,546.35
283062DH7 EL DORADO CALIF IRR DIST REV	400,000.00 0.54	09/01/2020 09/01/2020	0.00 06/23/2020	47.91 0.00	0.00	0.00 47.91
30229AD63 Exxon Mobil Corporation	0.00 0.00	04/06/2020 04/06/2020	0.00 01/07/2020	0.00 223.61	0.00	0.00 223.61

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Income Detail

US Dollar

01 April 2020 to 30 June 2020

WC-Contra Costa County

Account: XXX235

Investment Strategy: Short Duration Fixed Income

Primary Benchmark: ICE BofA US 6-Month Treasury Bill Index

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Identifier, Description	Ending Base Current Units, Coupon	Effective Maturity, Final Maturity	Transfers In/Out, Settle Date	Interest/Dividend Income, Net Amortization/ Accretion Income	Net Realized Gain/ Loss	Base Expense, Base Net Income
3133EKR73 FEDERAL FARM CREDIT BANKS FUNDING CORP	1,000,000.00 0.31	09/23/2021 09/23/2021	0.00 09/23/2019	2,823.24 0.00	0.00	0.00 2,823.24
313312N97 FEDERAL FARM CREDIT BANKS FUNDING CORP	1,000,000.00 0.00	11/10/2020 11/10/2020	0.00 11/13/2019	0.00 4,044.44	0.00	0.00 4,044.44
313312N30 FEDERAL FARM CREDIT BANKS FUNDING CORP	1,000,000.00 0.00	11/04/2020 11/04/2020	0.00 12/18/2019	0.00 4,044.44	0.00	0.00 4,044.44
313313DU9 FEDERAL FARM CREDIT BANKS FUNDING CORP	1,000,000.00 0.00	04/01/2021 04/01/2021	0.00 04/02/2020	0.00 750.00	0.00	0.00 750.00
313312N55 FEDERAL FARM CREDIT BANKS FUNDING CORP	1,000,000.00 0.00	11/06/2020 11/06/2020	0.00 04/02/2020	0.00 500.00	0.00	0.00 500.00
313312J27 FEDERAL FARM CREDIT BANKS FUNDING CORP	1,000,000.00 0.00	10/02/2020 10/02/2020	0.00 04/08/2020	0.00 466.67	0.00	0.00 466.67
313313EA2 FEDERAL FARM CREDIT BANKS FUNDING CORP	1,000,000.00 0.00	04/07/2021 04/07/2021	0.00 05/28/2020	0.00 179.44	0.00	0.00 179.44
313370US5 FEDERAL HOME LOAN BANKS	1,000,000.00 2.88	09/11/2020 09/11/2020	0.00 03/22/2019	7,187.50 -894.88	0.00	0.00 6,292.62
313378JP7 FEDERAL HOME LOAN BANKS	1,000,000.00 2.38	09/10/2021 09/10/2021	0.00 10/28/2019	5,937.50 -1,737.39	0.00	0.00 4,200.11
3130A1W95 FEDERAL HOME LOAN BANKS	0.00 2.25	06/11/2021 06/11/2021	0.00 02/06/2020	4,375.00 -1,360.71	0.00	0.00 3,014.29
313384VB2 FEDERAL HOME LOAN BANKS	0.00 0.00	04/02/2020 04/02/2020	0.00 02/24/2020	0.00 43.47	0.00	0.00 43.47
313385DF0 FEDERAL HOME LOAN BANKS	1,000,000.00 0.00	03/19/2021 03/19/2021	0.00 03/20/2020	0.00 1,011.11	0.00	0.00 1,011.11
313385GB6 FEDERAL HOME LOAN BANKS	1,000,000.00 0.00	05/26/2021 05/26/2021	0.00 05/26/2020	0.00 185.00	0.00	0.00 185.00
3130A1W95 FEDERAL HOME LOAN BANKS	1,000,000.00 2.25	06/11/2021 06/11/2021	0.00 02/06/2020	1,250.00 -383.30	0.00	0.00 866.70
3135G0D75 FEDERAL NATIONAL MORTGAGE ASSOCIATION	0.00 1.50	06/22/2020 06/22/2020	0.00 07/03/2019	3,375.00 1,104.11	0.00	0.00 4,479.11
3137BAHA3 FHMS K-715 A2	834,115.30 2.86	12/19/2020 01/25/2021	0.00 03/20/2020	6,017.72 -1,512.46	0.00	0.00 4,505.27
34153P7G7 FLORIDA ST BRD ED PUB ED	0.00 5.00	06/01/2021 06/01/2021	0.00 04/20/2020	4,270.83 -3,560.97	0.00	0.00 709.86
34153P7G7 FLORIDA ST BRD ED PUB ED	750,000.00 5.00	06/01/2021 06/01/2021	0.00 04/20/2020	3,125.00 -2,543.55	0.00	0.00 581.45
34531MADO FORDL 2020-A A3	590,000.00 1.85	11/04/2021 03/15/2023	0.00 01/28/2020	2,668.10 3.80	0.00	0.00 2,671.90
369550BA5 GENERAL DYNAMICS CORP	0.00 2.88	05/11/2020 05/11/2020	0.00 09/14/2018	798.61 25.12	0.00	0.00 823.74
369550BA5 GENERAL DYNAMICS CORP	0.00 2.88	05/11/2020 05/11/2020	0.00 03/21/2019	1,597.22 -117.03	0.00	0.00 1,480.20
376087FW7 GILROY CALIF UNI SCH DIST	500,000.00 1.72	08/01/2021 08/01/2021	0.00 10/31/2019	2,151.25 0.00	0.00	0.00 2,151.25

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Income Detail

US Dollar

01 April 2020 to 30 June 2020

WC-Contra Costa County

Account: XXX235

Investment Strategy: Short Duration Fixed Income

Primary Benchmark: ICE BofA US 6-Month Treasury Bill Index

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Identifier, Description	Ending Base Current Units, Coupon	Effective Maturity, Final Maturity	Transfers In/Out, Settle Date	Interest/Dividend Income, Net Amortization/ Accretion Income	Net Realized Gain/ Loss	Base Expense, Base Net Income
378460YA1 GLENDALE CALIF UNI SCH DIST	150,000.00 0.92	09/01/2021 09/01/2021	0.00 06/02/2020	111.29 0.00	0.00	0.00 111.29
378460XZ7 GLENDALE CALIF UNI SCH DIST	150,000.00 0.82	09/01/2020 09/01/2020	0.00 06/02/2020	99.20 0.00	0.00	0.00 99.20
36256UADO GMALT 2019-1 A3	800,000.00 2.98	12/11/2020 12/20/2021	0.00 01/24/2020	5,960.01 -1,624.36	0.00	0.00 4,335.65
38346LD29 Gotham Funding Corporation	0.00 0.00	04/02/2020 04/02/2020	0.00 03/02/2020	0.00 39.44	0.00	0.00 39.44
38346LE44 Gotham Funding Corporation	0.00 0.00	05/04/2020 05/04/2020	0.00 04/03/2020	0.00 1,076.39	0.00	0.00 1,076.39
43814WAB1 HAROT 2019-1 A2	198,366.16 2.75	09/11/2020 09/20/2021	0.00 03/27/2020	1,763.35 891.28	0.01	0.00 2,654.64
44932HAF0 IBM CREDIT LLC	750,000.00 0.70	02/05/2021 02/05/2021	0.00 04/27/2020	1,149.13 272.93	0.00	0.00 1,422.07
4581XOCD8 INTER-AMERICAN DEVELOPMENT BANK	1,000,000.00 2.13	11/09/2020 11/09/2020	0.00 11/06/2019	5,312.50 -992.37	0.00	0.00 4,320.13
45866FAC8 INTERCONTINENTAL EXCHANGE INC	0.00 2.75	06/25/2020 12/01/2020	0.00 12/16/2019	4,812.50 -1,433.88	4,123.88	0.00 7,502.50
24422ETZ2 JOHN DEERE CAPITAL CORP	700,000.00 2.35	01/08/2021 01/08/2021	0.00 04/22/2019	4,112.50 518.13	0.00	0.00 4,630.63
46625HNX4 JPMORGAN CHASE & CO	575,000.00 2.55	09/29/2020 10/29/2020	0.00 03/12/2020	3,665.63 -1,804.04	0.00	0.00 1,861.58
50000DEK8 Koch Industries, Inc.	0.00 0.00	05/19/2020 05/19/2020	0.00 04/08/2020	0.00 1,025.00	0.00	0.00 1,025.00
50000DHE9 Koch Industries, Inc.	750,000.00 0.00	08/14/2020 08/14/2020	0.00 05/19/2020	0.00 215.00	0.00	0.00 215.00
53127TD18 Liberty Street Funding LLC	0.00 0.00	04/01/2020 04/01/2020	0.00 03/12/2020	0.00 0.00	0.00	0.00 0.00
542424WH5 LONG BEACH CALIF HBR REV	500,000.00 4.00	07/15/2021 07/15/2021	0.00 05/19/2020	2,333.33 -1,780.63	0.00	0.00 552.71
544647BY5 LOS ANGELES CALIF UNI SCH DIST	300,000.00 2.38	07/01/2020 07/01/2020	0.00 04/30/2020	1,207.29 -417.00	0.00	0.00 790.29
58772TAC4 MBALT 2019-A A3	500,000.00 3.10	11/23/2020 11/15/2021	0.00 07/29/2019	3,875.01 -693.25	0.00	0.00 3,181.76
58772RAB0 MBART 2018-1 A2A	0.00 2.71	04/15/2020 04/15/2021	0.00 07/25/2018	0.46 0.00	0.00	0.00 0.46
58772RAB0 MBART 2018-1 A2A	0.00 2.71	04/15/2020 04/15/2021	0.00 07/25/2018	0.00 0.00	0.00	0.00 0.00
65478BAD3 NALT 2018-A A3	444,911.03 3.25	09/18/2020 09/15/2021	0.00 03/23/2020	3,980.89 2,366.09	0.00	0.00 6,346.98
65478GAD2 NAROT 2017-B A3	119,123.52 1.75	10/26/2020 10/15/2021	0.00 04/26/2018	666.97 465.49	0.00	0.00 1,132.46
65478GAD2 NAROT 2017-B A3	79,415.68 1.75	10/26/2020 10/15/2021	0.00 11/08/2018	444.65 342.65	0.00	0.00 787.30

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Income Detail

US Dollar

01 April 2020 to 30 June 2020

WC-Contra Costa County

Account: XXX235

Investment Strategy: Short Duration Fixed Income

Primary Benchmark: ICE BofA US 6-Month Treasury Bill Index

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Identifier, Description	Ending Base Current Units, Coupon	Effective Maturity, Final Maturity	Transfers In/Out, Settle Date	Interest/Dividend Income, Net Amortization/ Accretion Income	Net Realized Gain/ Loss	Base Expense, Base Net Income
637432MU6 NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP	0.00 2.35	06/15/2020 06/15/2020	0.00 04/12/2019	3,381.39 260.06	0.00	0.00 3,641.45
63763PD22 National Securities Clearing Corporation	0.00 0.00	04/02/2020 04/02/2020	0.00 02/10/2020	0.00 31.11	0.00	0.00 31.11
67983TE44 Old Line Funding, LLC	0.00 0.00	05/04/2020 05/04/2020	0.00 03/30/2020	0.00 641.67	0.00	0.00 641.67
69371RM78 PACCAR FINANCIAL CORP	700,000.00 2.50	08/14/2020 08/14/2020	0.00 03/29/2019	4,375.00 -25.28	0.00	0.00 4,349.72
CCYUSD Payable	-1,279,017.47 0.00	06/30/2020 06/30/2020	0.00 ---	0.00 0.00	0.00	0.00 0.00
69353RFD5 PNC BANK NA	0.00 2.05	05/19/2020 05/19/2020	0.00 02/06/2019	1,861.28 -51.70	0.00	0.00 1,809.58
69353REY0 PNC BANK NA	700,000.00 2.55	11/09/2021 12/09/2021	0.00 06/29/2020	99.16 -81.89	0.00	0.00 17.27
CCYUSD Receivable	31.56 0.00	06/30/2020 06/30/2020	0.00 ---	0.00 0.00	0.00	0.00 0.00
786089JA1 SACRAMENTO CALIF WTR REV	550,000.00 1.47	09/01/2021 09/01/2021	0.00 05/06/2020	1,232.69 0.00	0.00	0.00 1,232.69
796720MC1 SAN BERNARDINO CALIF CMNTY COLLEGE DIST	750,000.00 1.75	08/01/2020 08/01/2020	0.00 12/12/2019	3,288.75 0.00	0.00	0.00 3,288.75
797508GZ5 SAN DIEGUITO CALIF UN HIGH SCH DIST	250,000.00 1.07	08/01/2020 08/01/2020	0.00 05/12/2020	362.74 0.00	0.00	0.00 362.74
799055QQ4 SAN MATEO FOSTER CITY CALIF SCH DIST	500,000.00 1.06	08/01/2021 08/01/2021	0.00 05/19/2020	619.50 0.00	0.00	0.00 619.50
799055QP6 SAN MATEO FOSTER CITY CALIF SCH DIST	425,000.00 0.96	08/01/2020 08/01/2020	0.00 05/19/2020	476.99 0.00	0.00	0.00 476.99
857477AS2 STATE STREET CORP	700,000.00 2.55	08/18/2020 08/18/2020	0.00 04/16/2019	4,462.50 100.10	0.00	0.00 4,562.60
89231AAD3 TAOT 2018-C A3	800,000.00 3.02	03/05/2021 12/15/2022	0.00 07/29/2019	6,039.99 -1,158.24	0.00	0.00 4,881.75
89236TCZ6 TOYOTA MOTOR CREDIT CORP	0.00 1.90	04/08/2021 04/08/2021	0.00 08/30/2019	184.72 -10.79	0.00	0.00 173.93
89236TCZ6 TOYOTA MOTOR CREDIT CORP	500,000.00 1.90	04/08/2021 04/08/2021	0.00 08/30/2019	2,190.28 -129.51	0.00	0.00 2,060.77
89233GDT0 Toyota Motor Credit Corporation	0.00 0.00	04/27/2020 04/27/2020	0.00 03/26/2020	0.00 1,245.83	0.00	0.00 1,245.83
86787EBE6 TRUIST BANK	700,000.00 2.80	04/17/2022 05/17/2022	0.00 06/01/2020	1,633.34 -1,238.85	0.00	0.00 394.49
912828XM7 UNITED STATES TREASURY	500,000.00 1.63	07/31/2020 07/31/2020	0.00 04/30/2019	2,031.25 911.96	0.00	0.00 2,943.21
912828S27 UNITED STATES TREASURY	0.00 1.13	06/30/2021 06/30/2021	0.00 10/18/2019	2,781.59 1,234.15	0.00	0.00 4,015.74

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Income Detail

US Dollar

01 April 2020 to 30 June 2020

WC-Contra Costa County

Account: XXX235

Investment Strategy: Short Duration Fixed Income

Primary Benchmark: ICE BofA US 6-Month Treasury Bill Index



Identifier, Description	Ending Base Current Units, Coupon	Effective Maturity, Final Maturity	Transfers In/Out, Settle Date	Interest/Dividend Income, Net Amortization/Accretion Income	Net Realized Gain/Loss	Base Expense, Base Net Income
912828Q78 UNITED STATES TREASURY	0.00 1.38	04/30/2021 04/30/2021	0.00 10/25/2019	1,095.47 198.70	0.00	0.00 1,294.17
9128285G1 UNITED STATES TREASURY	1,000,000.00 2.88	10/31/2020 10/31/2020	0.00 08/30/2019	7,134.27 -2,815.51	0.00	0.00 4,318.76
912828L99 UNITED STATES TREASURY	1,000,000.00 1.38	10/31/2020 10/31/2020	0.00 11/04/2019	3,412.04 589.17	0.00	0.00 4,001.22
9128286D7 UNITED STATES TREASURY	500,000.00 2.50	02/28/2021 02/28/2021	0.00 05/03/2019	3,091.03 -181.20	0.00	0.00 2,909.83
912828C57 UNITED STATES TREASURY	1,000,000.00 2.25	03/31/2021 03/31/2021	0.00 07/22/2019	5,594.26 -995.08	0.00	0.00 4,599.18
912828Q78 UNITED STATES TREASURY	1,000,000.00 1.38	04/30/2021 04/30/2021	0.00 10/25/2019	2,316.58 424.81	0.00	0.00 2,741.39
912828S27 UNITED STATES TREASURY	1,000,000.00 1.13	06/30/2021 06/30/2021	0.00 10/18/2019	30.57 13.71	0.00	0.00 44.28
90331HPK3 US BANK NA	750,000.00 1.29	01/21/2022 01/21/2022	0.00 01/21/2020	2,770.33 0.00	0.00	0.00 2,770.33
92868LAB7 VALET 2018-1 A2A	2,212.45 2.81	07/20/2020 07/20/2021	0.00 07/03/2018	440.53 0.11	0.00	0.00 440.64
92512LEM9 Versailles Commercial Paper LLC	0.00 0.00	05/21/2020 05/21/2020	0.00 04/01/2020	0.00 1,510.42	0.00	0.00 1,510.42
92826CAB8 VISA INC	675,000.00 2.20	11/14/2020 12/14/2020	0.00 04/16/2019	3,712.50 595.05	0.00	0.00 4,307.55
92348XAB1 VZOT 2018-A A1B	800,000.00 0.43	04/26/2021 04/20/2023	0.00 10/10/2018	1,453.71 0.00	0.00	0.00 1,453.71
931142EF6 WALMART INC	0.00 1.24	06/23/2020 06/23/2020	0.00 06/27/2018	1,993.36 0.00	0.00	0.00 1,993.36
94975P405 WELLSFARGO:GOVT MM I	988,656.75 0.06	06/30/2020 06/30/2020	0.00 ---	334.09 0.00	0.00	0.00 334.09
9523472B7 WEST CONTRA COSTA CALIF UNI SCH DIST	535,000.00 1.28	08/01/2021 08/01/2021	0.00 05/12/2020	935.00 0.00	0.00	0.00 935.00
---	44,113,341.41	03/02/2021	-206,486.87	181,556.04	4,123.90	-12,781.19
---	1.75	05/11/2021	---	-3,698.20		169,200.55

* Weighted by: Ending Base Market Value + Accrued. * Holdings Displayed by: Lot.

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Balance Sheet Classification

US Dollar

01 April 2020 to 30 June 2020

WC-Contra Costa County

Account: XXX235

Investment Strategy: Short Duration Fixed Income

Primary Benchmark: ICE BofA US 6-Month Treasury Bill Index

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Identifier, Description	Base Current Units, Market Price	Final Maturity, Coupon	Effective Maturity	Rating, Market Sector	Book Yield, Yield	Base Original Cost, Base Book Value, Base Net Total Unrealized Gain/Loss	Base Market Value, Base Accrued Balance, Base Market Value + Accrued
94975P405 WELLSFARGO:GOVT MM I	988,656.75 1.0000	06/30/2020 0.06	06/30/2020	AAA Cash	2.54 0.30	988,656.75 988,656.75 0.00	988,656.75 0.00 988,656.75
CCYUSD Receivable	31.56 1.0000	06/30/2020 0.00	06/30/2020	AAA Cash	0.00 0.00	31.56 31.56 0.00	31.56 0.00 31.56
CCYUSD Cash	1.02 1.0000	06/30/2020 0.00	06/30/2020	AAA Cash	0.00 0.00	1.02 1.02 0.00	1.02 0.00 1.02
CCYUSD Payable	-1,279,017.47 1.0000	06/30/2020 0.00	06/30/2020	AAA Cash	0.00 0.00	-1,279,017.47 -1,279,017.47 0.00	-1,279,017.47 0.00 -1,279,017.47
544647BY5 LOS ANGELES CALIF UNI SCH DIST	300,000.00 100.0000	07/01/2020 2.38	07/01/2020	AA+ Municipal	1.55 2.37	300,417.00 300,000.00 0.00	300,000.00 1,207.29 301,207.29
50000DHE9 Koch Industries, Inc.	750,000.00 99.9850	08/14/2020 0.00	08/14/2020	A-1+ Industrial	0.24 0.12	749,565.00 749,780.00 107.50	749,887.50 0.00 749,887.50
283062DH7 EL DORADO CALIF IRR DIST REV	400,000.00 100.0000	09/01/2020 0.54	09/01/2020	AA- Municipal	0.54 0.53	400,000.00 400,000.00 0.00	400,000.00 47.91 400,047.91
---	1,159,671.86	08/20/2020	08/20/2020	AA+	2.91	1,159,653.86	1,159,559.36
---	124.7509	0.85	---	---	1.13	1,159,451.86 107.50	1,255.20 1,160,814.56

ST

Identifier, Description	Base Current Units, Market Price	Final Maturity, Coupon	Effective Maturity	Rating, Market Sector	Book Yield, Yield	Base Original Cost, Base Book Value, Base Net Total Unrealized Gain/Loss	Base Market Value, Base Accrued Balance, Base Market Value + Accrued
313370US5 FEDERAL HOME LOAN BANKS	1,000,000.00 100.5200	09/11/2020 2.88	09/11/2020	AAA Agency	2.51 0.23	1,005,300.42 1,000,708.03 4,491.70	1,005,199.73 8,784.72 1,013,984.45
09247XAH4 BLACKROCK INC	450,000.00 103.3450	05/24/2021 4.25	05/24/2021	AA- Financial	0.30 0.52	467,374.50 465,914.46 -861.80	465,052.66 1,965.63 467,018.29
912828C57 UNITED STATES TREASURY	1,000,000.00 101.5547	03/31/2021 2.25	03/31/2021	AAA Government	1.84 0.18	1,006,757.81 1,002,985.25 12,561.75	1,015,547.00 5,655.74 1,021,202.74
3137BAHA3 FHMS K-715 A2	834,115.30 100.8907	01/25/2021 2.86	12/19/2020	AAA Mortgage Backed	1.77 0.57	838,285.88 836,789.12 4,755.48	841,544.60 1,985.19 843,529.79

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Balance Sheet Classification

US Dollar

01 April 2020 to 30 June 2020

WC-Contra Costa County

Account: XXX235

Investment Strategy: Short Duration Fixed Income

Primary Benchmark: ICE BofA US 6-Month Treasury Bill Index

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Identifier, Description	Base Current Units, Market Price	Final Maturity, Coupon	Effective Maturity	Rating, Market Sector	Book Yield, Yield	Base Original Cost, Base Book Value, Base Net Total Unrealized Gain/Loss	Base Market Value, Base Accrued Balance, Base Market Value + Accrued
3130A1W95 FEDERAL HOME LOAN BANKS	1,000,000.00 101.8786	06/11/2021 2.25	06/11/2021	AAA Agency	1.54 0.26	1,009,410.00 1,006,611.91 12,174.04	1,018,785.95 1,250.00 1,020,035.95
4581X0CD8 INTER-AMERICAN DEVELOPMENT BANK	1,000,000.00 100.6313	11/09/2020 2.13	11/09/2020	AAA Government	1.72 0.36	1,004,024.00 1,001,428.57 4,884.11	1,006,312.68 3,069.44 1,009,382.12
912828XM7 UNITED STATES TREASURY	500,000.00 100.1198	07/31/2020 1.63	07/31/2020	AAA Government	2.37 0.22	495,410.16 499,699.36 899.64	500,599.00 3,392.86 503,991.86
69371RM78 PACCAR FINANCIAL CORP	700,000.00 100.2435	08/14/2020 2.50	08/14/2020	A+ Industrial	2.48 0.50	700,140.00 700,012.22 1,692.01	701,704.23 6,659.72 708,363.96
857477AS2 STATE STREET CORP	700,000.00 100.2841	08/18/2020 2.55	08/18/2020	AA- Financial	2.61 0.41	699,461.00 699,947.20 2,041.31	701,988.51 6,594.58 708,583.09
46625HNX4 JPMORGAN CHASE & CO	575,000.00 100.5101	10/29/2020 2.55	09/29/2020	AA- Financial	1.27 0.48	578,984.75 576,784.22 1,148.59	577,932.80 2,525.21 580,458.01
912828L99 UNITED STATES TREASURY	1,000,000.00 100.3925	10/31/2020 1.38	10/31/2020	AAA Government	1.61 0.20	997,656.25 999,210.12 4,714.88	1,003,925.00 2,316.58 1,006,241.58
92826CAB8 VISA INC	675,000.00 100.6588	12/14/2020 2.20	11/14/2020	AA- Industrial	2.56 0.42	671,024.25 673,914.52 5,532.38	679,446.89 701.25 680,148.14
06406FAA1 BANK OF NEW YORK MELLON CORP	700,000.00 101.5245	04/15/2021 2.50	03/15/2021	AA- Financial	1.90 0.34	706,398.00 702,905.10 7,766.26	710,671.36 3,694.44 714,365.80
89236TCZ6 TOYOTA MOTOR CREDIT CORP	500,000.00 101.1455	04/08/2021 1.90	04/08/2021	A+ Industrial	1.78 0.41	500,905.00 500,433.23 5,294.35	505,727.58 2,190.28 507,917.85
912828Q78 UNITED STATES TREASURY	1,000,000.00 100.9844	04/30/2021 1.38	04/30/2021	AAA Government	1.63 0.19	996,210.94 997,923.90 11,920.10	1,009,844.00 2,316.58 1,012,160.58
912828S27 UNITED STATES TREASURY	1,000,000.00 100.9414	06/30/2021 1.13	06/30/2021	AAA Government	1.63 0.18	991,484.38 995,008.56 14,405.44	1,009,414.00 30.57 1,009,444.57
24422ETZ2 JOHN DEERE CAPITAL CORP	700,000.00 101.0134	01/08/2021 2.35	01/08/2021	A Industrial	2.66 0.41	696,430.00 698,912.49 8,181.41	707,093.90 7,905.14 714,999.04
44932HAF0 IBM CREDIT LLC	750,000.00 100.0868	02/05/2021 0.70	02/05/2021	A Industrial	0.92 0.34	748,807.50 749,080.43 1,570.50	750,650.93 832.29 751,483.23
808513AV7 CHARLES SCHWAB CORP	700,000.00 100.1146	05/21/2021 0.69	04/21/2021	A Financial	0.61 0.47	700,868.00 700,507.34 295.13	700,802.47 553.38 701,355.84

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Balance Sheet Classification

US Dollar

01 April 2020 to 30 June 2020

WC-Contra Costa County

Account: XXX235

Investment Strategy: Short Duration Fixed Income

Primary Benchmark: ICE BofA US 6-Month Treasury Bill Index

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Identifier, Description	Base Current Units, Market Price	Final Maturity, Coupon	Effective Maturity	Rating, Market Sector	Book Yield, Yield	Base Original Cost, Base Book Value, Base Net Total Unrealized Gain/Loss	Base Market Value, Base Accrued Balance, Base Market Value + Accrued
9128285G1 UNITED STATES TREASURY	1,000,000.00 100.8893	10/31/2020 2.88	10/31/2020	AAA Government	1.72 0.21	1,013,242.19 1,003,774.64 5,118.36	1,008,893.00 4,843.75 1,013,736.75
9128286D7 UNITED STATES TREASURY	500,000.00 101.5273	02/28/2021 2.50	02/28/2021	AAA Government	2.35 0.21	501,328.13 500,481.87 7,154.63	507,636.50 4,177.99 511,814.49
14913Q2W8 CATERPILLAR FINANCIAL SERVICES CORP	535,000.00 101.9936	05/17/2021 2.65	05/17/2021	A Industrial	0.34 0.38	545,839.10 545,839.10 -173.41	545,665.69 1,732.81 547,398.50
313312N97 FEDERAL FARM CREDIT BANKS FUNDING CORP	1,000,000.00 99.9377	11/10/2020 0.00	11/10/2020	A-1+ Agency	1.62 0.17	983,866.67 994,133.33 5,243.34	999,376.67 0.00 999,376.67
796720MC1 SAN BERNARDINO CALIF CMNTY COLLEGE DIST	750,000.00 100.1020	08/01/2020 1.75	08/01/2020	AA+ Municipal	1.76 0.56	750,000.00 750,000.00 765.00	750,765.00 5,481.25 756,246.25
313312N30 FEDERAL FARM CREDIT BANKS FUNDING CORP	1,000,000.00 99.9405	11/04/2020 0.00	11/04/2020	A-1+ Agency	1.62 0.17	985,688.89 994,400.00 5,005.00	999,405.00 0.00 999,405.00
13017HAF3 CALIFORNIA EARTHQUAKE AUTH REV	1,000,000.00 100.0000	07/01/2020 1.30	07/01/2020	A-1+ Municipal	1.30 1.30	1,000,000.00 1,000,000.00 0.00	1,000,000.00 3,755.56 1,003,755.56
313385DF0 FEDERAL HOME LOAN BANKS	1,000,000.00 99.8767	03/19/2021 0.00	03/19/2021	A-1+ Agency	0.40 0.17	995,955.56 997,100.00 1,667.00	998,767.00 0.00 998,767.00
313312N55 FEDERAL FARM CREDIT BANKS FUNDING CORP	1,000,000.00 99.9396	11/06/2020 0.00	11/06/2020	A-1+ Agency	0.20 0.17	998,788.89 999,288.89 106.67	999,395.56 0.00 999,395.56
313313DU9 FEDERAL FARM CREDIT BANKS FUNDING CORP	1,000,000.00 99.8706	04/01/2021 0.00	04/01/2021	A-1+ Agency	0.30 0.17	996,966.67 997,716.67 989.44	998,706.11 0.00 998,706.11
313312J27 FEDERAL FARM CREDIT BANKS FUNDING CORP	1,000,000.00 99.9613	10/02/2020 0.00	10/02/2020	A-1+ Agency	0.20 0.15	999,016.67 999,483.34 129.16	999,612.50 0.00 999,612.50
34153P7G7 FLORIDA ST BRD ED PUB ED	750,000.00 104.3710	06/01/2021 5.00	06/01/2021	AAA Municipal	0.84 0.29	784,507.50 778,402.98 4,379.52	782,782.50 3,125.00 785,907.50
797508GZ5 SAN DIEGUITO CALIF UN HIGH SCH DIST	250,000.00 100.0340	08/01/2020 1.07	08/01/2020	AA+ Municipal	1.07 0.66	250,000.00 250,000.00 85.00	250,085.00 362.74 250,447.74
799055QP6 SAN MATEO FOSTER CITY CALIF SCH DIST	425,000.00 100.0160	08/01/2020 0.96	08/01/2020	AAA Municipal	0.96 0.76	425,000.00 425,000.00 68.00	425,068.00 476.99 425,544.99
378460XZ7 GLENDALE CALIF UNI SCH DIST	150,000.00 100.0270	09/01/2020 0.82	09/01/2020	AA+ Municipal	0.82 0.65	150,000.00 150,000.00 40.50	150,040.50 99.20 150,139.70

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Balance Sheet Classification

US Dollar

01 April 2020 to 30 June 2020

WC-Contra Costa County

Account: XXX235

Investment Strategy: Short Duration Fixed Income

Primary Benchmark: ICE BofA US 6-Month Treasury Bill Index

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Identifier, Description	Base Current Units, Market Price	Final Maturity, Coupon	Effective Maturity	Rating, Market Sector	Book Yield, Yield	Base Original Cost, Base Book Value, Base Net Total Unrealized Gain/Loss	Base Market Value, Base Accrued Balance, Base Market Value + Accrued
313385GB6 FEDERAL HOME LOAN BANKS	1,000,000.00 99.8538	05/26/2021 0.00	05/26/2021	A-1+ Agency	0.19 0.17	998,124.31 998,309.31 228.47	998,537.78 0.00 998,537.78
313313EA2 FEDERAL FARM CREDIT BANKS FUNDING CORP	1,000,000.00 99.8678	04/07/2021 0.00	04/07/2021	A-1+ Agency	0.19 0.17	998,342.78 998,522.22 155.56	998,677.78 0.00 998,677.78
---	28,144,115.30	01/09/2021	01/05/2021	AA+	1.36	28,191,600.20	28,325,657.89
---	100.6546	1.54		---	0.33	28,191,228.37 134,429.51	86,478.88 28,412,136.77

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Identifier, Description	Base Current Units, Market Price	Final Maturity, Coupon	Effective Maturity	Rating, Market Sector	Book Yield, Yield	Base Original Cost, Base Book Value, Base Net Total Unrealized Gain/Loss	Base Market Value, Base Accrued Balance, Base Market Value + Accrued
313378JP7 FEDERAL HOME LOAN BANKS	1,000,000.00 102.4799	09/10/2021 2.38	09/10/2021	AAA Agency	1.66 0.29	1,013,040.00 1,008,324.22 16,475.03	1,024,799.25 7,322.92 1,032,122.17
69353REY0 PNC BANK NA	700,000.00 102.8809	12/09/2021 2.55	11/09/2021	A+ Financial	0.40 0.42	720,391.00 720,309.11 -142.81	720,166.30 1,090.83 721,257.13
65478GAD2 NAROT 2017-B A3	119,123.52 100.2449	10/15/2021 1.75	10/26/2020	AAA Asset Backed	3.20 1.48	117,062.13 118,713.32 701.96	119,415.28 92.65 119,507.93
65478GAD2 NAROT 2017-B A3	79,415.68 100.2449	10/15/2021 1.75	10/26/2020	AAA Asset Backed	3.32 1.48	78,215.14 79,118.18 492.01	79,610.19 61.77 79,671.96
06051GHH5 BANK OF AMERICA CORP	700,000.00 102.4330	05/17/2022 3.50	05/17/2021	A+ Financial	0.66 0.72	717,486.00 717,377.39 -346.39	717,031.00 2,993.59 720,024.59
92868LAB7 VALET 2018-1 A2A	2,212.45 100.1282	07/20/2021 2.81	07/20/2020	AAA Asset Backed	2.83 0.50	2,212.43 2,212.45 2.84	2,215.29 1.90 2,217.19
17325FAQ1 CITIBANK NA	700,000.00 102.9822	07/23/2021 3.40	06/23/2021	AA- Financial	0.32 0.35	721,000.00 721,000.00 -124.54	720,875.46 10,445.56 731,321.01
89231AAD3 TAOT 2018-C A3	800,000.00 102.0369	12/15/2022 3.02	03/05/2021	AAA Asset Backed	1.86 1.59	812,218.75 807,916.73 8,378.79	816,295.52 1,073.78 817,369.30
02582JH4 AMXCA 2018-8 A	665,000.00 103.4318	09/15/2021 3.18	09/14/2021	AAA Asset Backed	0.38 0.33	688,015.23 687,356.20 465.13	687,821.34 939.87 688,761.20
92348XAB1 VZOT 2018-A A1B	800,000.00 100.0160	04/20/2023 0.43	04/26/2021	AAA Asset Backed	0.43 0.37	800,000.00 800,000.00 128.24	800,128.24 86.00 800,214.24

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Balance Sheet Classification

US Dollar

01 April 2020 to 30 June 2020

WC-Contra Costa County

Account: XXX235

Investment Strategy: Short Duration Fixed Income

Primary Benchmark: ICE BofA US 6-Month Treasury Bill Index



Identifier, Description	Base Current Units, Market Price	Final Maturity, Coupon	Effective Maturity	Rating, Market Sector	Book Yield, Yield	Base Original Cost, Base Book Value, Base Net Total Unrealized Gain/Loss	Base Market Value, Base Accrued Balance, Base Market Value + Accrued
65478BAD3 NALT 2018-A A3	444,911.03 100.7386	09/15/2021 3.25	09/18/2020	AAA Asset Backed	6.38 -0.05	439,349.64 441,215.88 6,981.09	448,196.97 642.65 448,839.62
58772TAC4 MBALT 2019-A A3	500,000.00 100.9690	11/15/2021 3.10	11/23/2020	AAA Asset Backed	1.77 0.67	505,234.38 502,260.90 2,583.90	504,844.80 688.89 505,533.69
36256UADO GMALT 2019-1 A3	800,000.00 101.0604	12/20/2021 2.98	12/11/2020	AAA Asset Backed	1.35 0.60	807,937.50 804,939.73 3,543.31	808,483.04 728.44 809,211.48
43814WAB1 HAROT 2019-1 A2	198,366.16 100.5187	09/20/2021 2.75	09/11/2020	AAA Asset Backed	4.17 0.16	197,374.33 197,732.28 1,662.74	199,395.03 196.99 199,592.01
86787EBE6 TRUIST BANK	700,000.00 104.0680	05/17/2022 2.80	04/17/2022	A+ Financial	0.63 0.52	728,287.00 727,048.15 1,427.95	728,476.10 2,395.56 730,871.66
14042WAB6 COPAR 2019-1 A2	321,081.20 100.6045	04/15/2022 2.58	10/10/2020	AAA Asset Backed	2.60 0.42	321,054.03 321,071.28 1,950.99	323,022.26 368.17 323,390.43
05588CAB8 BMWOT 2019-A A2	574,444.21 100.6629	05/25/2022 2.05	11/05/2020	AAA Asset Backed	2.06 0.16	574,432.09 574,437.74 3,814.40	578,252.14 196.27 578,448.41
3133EKR73 FEDERAL FARM CREDIT BANKS FUNDING CORP	1,000,000.00 99.9602	09/23/2021 0.31	09/23/2021	AAA Agency	0.31 0.28	1,000,000.00 1,000,000.00 -398.02	999,601.98 67.81 999,669.79
376087FW7 GILROY CALIF UNI SCH DIST	500,000.00 100.6030	08/01/2021 1.72	08/01/2021	AA- Municipal	1.72 1.16	500,000.00 500,000.00 3,015.00	503,015.00 3,585.42 506,600.42
90331HPK3 US BANK NA	750,000.00 99.9750	01/21/2022 1.29	01/21/2022	AA- Financial	1.29 0.46	750,000.00 750,000.00 -187.17	749,812.83 1,906.65 751,719.48
34531MADO FORDL 2020-A A3	590,000.00 101.6539	03/15/2023 1.85	11/04/2021	AAA Asset Backed	1.86 0.62	589,971.33 589,977.80 9,780.09	599,757.89 485.11 600,243.00
032556GM8 ANAHEIM CALIF HSG & PUB IMPT AUTH REV	630,000.00 100.6840	10/01/2021 1.65	10/01/2021	AA- Municipal	1.65 1.09	630,000.00 630,000.00 4,309.20	634,309.20 3,372.23 637,681.43
786089JA1 SACRAMENTO CALIF WTR REV	550,000.00 100.7190	09/01/2021 1.47	09/01/2021	AA Municipal	1.47 0.84	550,000.00 550,000.00 3,954.50	553,954.50 1,232.69 555,187.19
799055QQ4 SAN MATEO FOSTER CITY CALIF SCH DIST	500,000.00 100.2730	08/01/2021 1.06	08/01/2021	AAA Municipal	1.06 0.81	500,000.00 500,000.00 1,365.00	501,365.00 619.50 501,984.50
9523472B7 WEST CONTRA COSTA CALIF UNI SCH DIST	535,000.00 100.5120	08/01/2021 1.28	08/01/2021	A+ Municipal	1.28 0.81	535,000.00 535,000.00 2,739.20	537,739.20 935.00 538,674.20

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Balance Sheet Classification

US Dollar

01 April 2020 to 30 June 2020

WC-Contra Costa County

Account: XXX235

Investment Strategy: Short Duration Fixed Income

Primary Benchmark: ICE BofA US 6-Month Treasury Bill Index

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Identifier, Description	Base Current Units, Market Price	Final Maturity, Coupon	Effective Maturity	Rating, Market Sector	Book Yield, Yield	Base Original Cost, Base Book Value, Base Net Total Unrealized Gain/Loss	Base Market Value, Base Accrued Balance, Base Market Value + Accrued
542424WH5 LONG BEACH CALIF HBR REV	500,000.00 103.4540	07/15/2021 4.00	07/15/2021	AA Municipal	0.95 0.57	517,475.00 515,694.37 1,575.63	517,270.00 2,333.33 519,603.33
378460YA1 GLENDALE CALIF UNI SCH DIST	150,000.00 100.2040	09/01/2021 0.92	09/01/2021	AA+ Municipal	0.92 0.74	150,000.00 150,000.00 306.00	150,306.00 111.29 150,417.29
---	14,809,554.25	01/17/2022	06/30/2021	AA+	1.37	14,965,755.98	15,026,159.80
---	101.4803	2.21		---	0.59	14,951,705.73 74,454.07	43,974.85 15,070,134.65

Summary

Identifier, Description	Base Current Units, Market Price	Final Maturity, Coupon	Effective Maturity	Rating, Market Sector	Book Yield, Yield	Base Original Cost, Base Book Value, Base Net Total Unrealized Gain/Loss	Base Market Value, Base Accrued Balance, Base Market Value + Accrued
---	44,113,341.41	05/11/2021	03/02/2021	AA+	1.41	44,317,010.04	44,511,377.05
---	101.5599	1.75		---	0.44	44,302,385.96 208,991.09	131,708.93 44,643,085.98

* Grouped by: BS Class 2. * Groups Sorted by: BS Class 2. * Weighted by: Base Market Value + Accrued, except Book Yield by Base Book Value + Accrued. * Holdings Displayed by: Lot.

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Trading Activity

US Dollar

01 April 2020 to 30 June 2020

WC-Contra Costa County

Account: XXX235

Investment Strategy: Short Duration Fixed Income

Primary Benchmark: ICE BofA US 6-Month Treasury Bill Index

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* Does not Lock Down.

Buy

Trade Date, Settle Date	Identifier, Description	Broker/Dealer, Final Maturity, Coupon Rate	Base Original Units, Base Current Units, Price	Purchased Cost, Base Principal	Base Net Total Realized Gain, Base Accrued Interest	Base Commission, Base Amount
06/16/2020 06/18/2020	02582JJH4 AMXCA 2018-8 A	BARCLAYS CAPITAL INC. 09/15/2021 3.18	665,000.00 665,000.00 103.46	0.00 688,015.23	0.00 176.23	0.00 -688,191.46
06/25/2020 06/29/2020	06051GHH5 BANK OF AMERICA CORP	Citigroup Global Markets (AU) 05/17/2022 3.50	700,000.00 700,000.00 102.50	0.00 717,486.00	0.00 2,857.52	0.00 -720,343.52
05/28/2020 06/01/2020	09247XAH4 BLACKROCK INC	Bank of Montreal, Primary Broker 05/24/2021 4.25	450,000.00 450,000.00 103.86	0.00 467,374.50	0.00 371.88	0.00 -467,746.38
06/29/2020 07/01/2020	14913Q2W8 CATERPILLAR FINANCIAL SERVICES CORP	Piper Jaffray Inc 05/17/2021 2.65	535,000.00 535,000.00 102.03	0.00 545,839.10	0.00 1,732.81	0.00 -547,571.91
06/29/2020 07/01/2020	17325FAQ1 CITIBANK NA	Goldman Sachs & Co. (AU) 07/23/2021 3.40	700,000.00 700,000.00 103.00	0.00 721,000.00	0.00 10,445.56	0.00 -731,445.56
06/16/2020 06/23/2020	283062DH7 EL DORADO CALIF IRR DIST REV	Citigroup Global Markets (AU) 09/01/2020 0.54	400,000.00 400,000.00 100.00	0.00 400,000.00	0.00 0.00	0.00 -400,000.00
04/08/2020 04/08/2020	313312J27 FEDERAL FARM CREDIT BANKS	APX Asset 10/02/2020 0.00	1,000,000.00 1,000,000.00 99.90	0.00 999,016.67	0.00 0.00	0.00 -999,016.67
04/02/2020 04/02/2020	313312N55 FEDERAL FARM CREDIT BANKS	APX Asset 11/06/2020 0.00	1,000,000.00 1,000,000.00 99.88	0.00 998,788.89	0.00 0.00	0.00 -998,788.89
04/02/2020 04/02/2020	313313DU9 FEDERAL FARM CREDIT BANKS	FIRST TENNESSEE BANK N A BOND 04/01/2021 0.00	1,000,000.00 1,000,000.00 99.70	0.00 996,966.67	0.00 0.00	0.00 -996,966.67
05/28/2020 05/28/2020	313313EA2 FEDERAL FARM CREDIT BANKS	FIRST TENNESSEE BANK N A BOND 04/07/2021 0.00	1,000,000.00 1,000,000.00 99.83	0.00 998,342.78	0.00 0.00	0.00 -998,342.78
05/26/2020 05/26/2020	313385GB6 FEDERAL HOME LOAN BANKS	FIRST TENNESSEE BANK N A BOND 05/26/2021 0.00	1,000,000.00 1,000,000.00 99.81	0.00 998,124.31	0.00 0.00	0.00 -998,124.31
04/16/2020 04/20/2020	34153P7G7 FLORIDA ST BRD ED PUB ED	MORGAN STANLEY CO 06/01/2021 5.00	750,000.00 750,000.00 104.60	0.00 784,507.50	0.00 14,479.17	0.00 -798,986.67
05/13/2020 06/02/2020	378460XZ7 GLENDALE CALIF UNI SCH DIST	Dain Rauscher 09/01/2020 0.82	150,000.00 150,000.00 100.00	0.00 150,000.00	0.00 0.00	0.00 -150,000.00
05/13/2020 06/02/2020	378460YA1 GLENDALE CALIF UNI SCH DIST	Dain Rauscher 09/01/2021 0.92	150,000.00 150,000.00 100.00	0.00 150,000.00	0.00 0.00	0.00 -150,000.00

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Trading Activity

US Dollar

01 April 2020 to 30 June 2020

WC-Contra Costa County

Account: XXX235

Investment Strategy: Short Duration Fixed Income

Primary Benchmark: ICE BofA US 6-Month Treasury Bill Index

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Trade Date, Settle Date	Identifier, Description	Broker/Dealer, Final Maturity, Coupon Rate	Base Original Units, Base Current Units, Price	Purchased Cost, Base Principal	Base Net Total Realized Gain, Base Accrued Interest	Base Commission, Base Amount
04/02/2020 04/03/2020	38346LE44 Gotham Funding Corporation	CS First Boston (BR) 05/04/2020 0.00	1,000,000.00 1,000,000.00 99.89	0.00 998,923.61	0.00 0.00	0.00 -998,923.61
04/23/2020 04/27/2020	44932HAF0 IBM CREDIT LLC	RAMIREZ & CO INC 02/05/2021 1.90	750,000.00 750,000.00 99.84	0.00 748,807.50	0.00 3,247.54	0.00 -752,055.04
04/07/2020 04/08/2020	50000DEK8 Koch Industries, Inc.	J.P. Morgan Securities Inc. (AU) 05/19/2020 0.00	750,000.00 750,000.00 99.86	0.00 748,975.00	0.00 0.00	0.00 -748,975.00
05/19/2020 05/19/2020	50000DHE9 Koch Industries, Inc.	CITIGROUP GLOBAL MARKET 08/14/2020 0.00	750,000.00 750,000.00 99.94	0.00 749,565.00	0.00 0.00	0.00 -749,565.00
05/12/2020 05/19/2020	542424WH5 LONG BEACH CALIF HBR REV	Citigroup Global Markets (AU) 07/15/2021 4.00	500,000.00 500,000.00 103.50	0.00 517,475.00	0.00 0.00	0.00 -517,475.00
04/24/2020 04/30/2020	544647BY5 LOS ANGELES CALIF UNI SCH DIST	MORGAN STANLEY CO 07/01/2020 2.38	300,000.00 300,000.00 100.14	0.00 300,417.00	0.00 0.00	0.00 -300,417.00
06/25/2020 06/29/2020	69353REY0 PNC BANK NA	J.P. Morgan Securities Inc. (AU) 12/09/2021 2.55	700,000.00 700,000.00 102.91	0.00 720,391.00	0.00 991.67	0.00 -721,382.67
04/24/2020 05/06/2020	786089JA1 SACRAMENTO CALIF WTR REV	Goldman Sachs & Co. (AU) 09/01/2021 1.47	550,000.00 550,000.00 100.00	0.00 550,000.00	0.00 0.00	0.00 -550,000.00
04/24/2020 05/12/2020	797508GZ5 SAN DIEGUITO CALIF UN HIGH SCH DIST	Dain Rauscher 08/01/2020 1.07	250,000.00 250,000.00 100.00	0.00 250,000.00	0.00 0.00	0.00 -250,000.00
04/29/2020 05/19/2020	799055QP6 SAN MATEO FOSTER CITY CALIF SCH DIST	Dain Rauscher 08/01/2020 0.96	425,000.00 425,000.00 100.00	0.00 425,000.00	0.00 0.00	0.00 -425,000.00
04/29/2020 05/19/2020	799055QQ4 SAN MATEO FOSTER CITY CALIF SCH DIST	Dain Rauscher 08/01/2021 1.06	500,000.00 500,000.00 100.00	0.00 500,000.00	0.00 0.00	0.00 -500,000.00
05/28/2020 06/01/2020	86787EBE6 SUNTRUST BANK	TORONTO DOMINION BK 05/17/2022 2.80	700,000.00 700,000.00 104.04	0.00 728,287.00	0.00 762.22	0.00 -729,049.22
04/01/2020 04/01/2020	92512LEM9 Versailles Commercial Paper LLC	J.P. Morgan Securities Inc. (AU) 05/21/2020 0.00	750,000.00 750,000.00 99.80	0.00 748,489.58	0.00 0.00	0.00 -748,489.58
04/01/2020 04/01/2020	94975P405 WELLSFARGO:GOVT MM I	Direct 06/30/2020 0.12	751,290.76 751,290.76 1.00	751,290.76 751,290.76	0.00 0.00	0.00 -751,290.76
04/02/2020 04/02/2020	94975P405 WELLSFARGO:GOVT MM I	Direct 06/30/2020 0.12	2,700,000.00 2,700,000.00 1.00	2,700,000.00 2,700,000.00	0.00 0.00	0.00 -2,700,000.00
04/06/2020 04/06/2020	94975P405 WELLSFARGO:GOVT MM I	Direct 06/30/2020 0.12	1,000,000.00 1,000,000.00 1.00	1,000,000.00 1,000,000.00	0.00 0.00	0.00 -1,000,000.00

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Trading Activity

US Dollar

01 April 2020 to 30 June 2020

WC-Contra Costa County

Account: XXX235

Investment Strategy: Short Duration Fixed Income

Primary Benchmark: ICE BofA US 6-Month Treasury Bill Index

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Trade Date, Settle Date	Identifier, Description	Broker/Dealer, Final Maturity, Coupon Rate	Base Original Units, Base Current Units, Price	Purchased Cost, Base Principal	Base Net Total Realized Gain, Base Accrued Interest	Base Commission, Base Amount
04/07/2020 04/07/2020	94975P405 WELLSFARGO:GOVT MM I	Direct 06/30/2020 0.12	400,000.00 400,000.00 1.00	400,000.00 400,000.00	0.00 0.00	0.00 -400,000.00
04/07/2020 04/07/2020	94975P405 WELLSFARGO:GOVT MM I	Direct 06/30/2020 0.12	3,840.00 3,840.00 1.00	3,840.00 3,840.00	0.00 0.00	0.00 -3,840.00
04/15/2020 04/15/2020	94975P405 WELLSFARGO:GOVT MM I	Direct 06/30/2020 0.12	960,302.49 960,302.49 1.00	960,302.49 960,302.49	0.00 0.00	0.00 -960,302.49
04/15/2020 04/15/2020	94975P405 WELLSFARGO:GOVT MM I	Direct 06/30/2020 0.12	0.99 0.99 1.00	0.99 0.99	0.00 0.00	0.00 -0.99
04/21/2020 04/21/2020	94975P405 WELLSFARGO:GOVT MM I	Direct 06/30/2020 0.12	3,790.02 3,790.02 1.00	3,790.02 3,790.02	0.00 0.00	0.00 -3,790.02
04/27/2020 04/27/2020	94975P405 WELLSFARGO:GOVT MM I	Direct 06/30/2020 0.12	27,898.32 27,898.32 1.00	27,898.32 27,898.32	0.00 0.00	0.00 -27,898.32
04/27/2020 04/27/2020	94975P405 WELLSFARGO:GOVT MM I	Direct 06/30/2020 0.12	68,067.28 68,067.28 1.00	68,067.28 68,067.28	0.00 0.00	0.00 -68,067.28
04/29/2020 04/29/2020	94975P405 WELLSFARGO:GOVT MM I	Direct 06/30/2020 0.12	7,331.25 7,331.25 1.00	7,331.25 7,331.25	0.00 0.00	0.00 -7,331.25
05/01/2020 05/01/2020	94975P405 WELLSFARGO:GOVT MM I	Direct 06/30/2020 0.05	710,849.71 710,849.71 1.00	710,849.71 710,849.71	0.00 0.00	0.00 -710,849.71
05/04/2020 05/04/2020	94975P405 WELLSFARGO:GOVT MM I	Direct 06/30/2020 0.05	1,500,000.00 1,500,000.00 1.00	1,500,000.00 1,500,000.00	0.00 0.00	0.00 -1,500,000.00
05/05/2020 05/05/2020	94975P405 WELLSFARGO:GOVT MM I	Direct 06/30/2020 0.05	3,564.38 3,564.38 1.00	3,564.38 3,564.38	0.00 0.00	0.00 -3,564.38
05/11/2020 05/11/2020	94975P405 WELLSFARGO:GOVT MM I	Direct 06/30/2020 0.05	760,781.25 760,781.25 1.00	760,781.25 760,781.25	0.00 0.00	0.00 -760,781.25
05/11/2020 05/11/2020	94975P405 WELLSFARGO:GOVT MM I	Direct 06/30/2020 0.05	10,625.00 10,625.00 1.00	10,625.00 10,625.00	0.00 0.00	0.00 -10,625.00
05/15/2020 05/15/2020	94975P405 WELLSFARGO:GOVT MM I	Direct 06/30/2020 0.05	594,813.74 594,813.74 1.00	594,813.74 594,813.74	0.00 0.00	0.00 -594,813.74
05/18/2020 05/18/2020	94975P405 WELLSFARGO:GOVT MM I	Direct 06/30/2020 0.05	4,121.64 4,121.64 1.00	4,121.64 4,121.64	0.00 0.00	0.00 -4,121.64
05/18/2020 05/18/2020	94975P405 WELLSFARGO:GOVT MM I	Direct 06/30/2020 0.05	35,755.62 35,755.62 1.00	35,755.62 35,755.62	0.00 0.00	0.00 -35,755.62

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Trading Activity

US Dollar

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WC-Contra Costa County

Account: XXX235

Investment Strategy: Short Duration Fixed Income

Primary Benchmark: ICE BofA US 6-Month Treasury Bill Index

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Trade Date, Settle Date	Identifier, Description	Broker/Dealer, Final Maturity, Coupon Rate	Base Original Units, Base Current Units, Price	Purchased Cost, Base Principal	Base Net Total Realized Gain, Base Accrued Interest	Base Commission, Base Amount
05/19/2020 05/19/2020	94975P405 WELLSFARGO:GOVT MM I	Direct 06/30/2020 0.05	3,489.90 3,489.90 1.00	3,489.90 3,489.90	0.00 0.00	0.00 -3,489.90
05/20/2020 05/20/2020	94975P405 WELLSFARGO:GOVT MM I	Direct 06/30/2020 0.05	34,868.45 34,868.45 1.00	34,868.45 34,868.45	0.00 0.00	0.00 -34,868.45
05/21/2020 05/21/2020	94975P405 WELLSFARGO:GOVT MM I	Direct 06/30/2020 0.05	753,528.00 753,528.00 1.00	753,528.00 753,528.00	0.00 0.00	0.00 -753,528.00
05/26/2020 05/26/2020	94975P405 WELLSFARGO:GOVT MM I	Direct 06/30/2020 0.05	64,666.19 64,666.19 1.00	64,666.19 64,666.19	0.00 0.00	0.00 -64,666.19
05/26/2020 05/26/2020	94975P405 WELLSFARGO:GOVT MM I	Direct 06/30/2020 0.05	2,540.94 2,540.94 1.00	2,540.94 2,540.94	0.00 0.00	0.00 -2,540.94
05/26/2020 05/26/2020	94975P405 WELLSFARGO:GOVT MM I	Direct 06/30/2020 0.05	500,000.00 500,000.00 1.00	500,000.00 500,000.00	0.00 0.00	0.00 -500,000.00
06/11/2020 06/11/2020	94975P405 WELLSFARGO:GOVT MM I	Direct 06/30/2020 0.06	11,250.00 11,250.00 1.00	11,250.00 11,250.00	0.00 0.00	0.00 -11,250.00
06/15/2020 06/15/2020	94975P405 WELLSFARGO:GOVT MM I	Direct 06/30/2020 0.06	864,478.16 864,478.16 1.00	864,478.16 864,478.16	0.00 0.00	0.00 -864,478.16
06/22/2020 06/22/2020	94975P405 WELLSFARGO:GOVT MM I	Direct 06/30/2020 0.06	1,041,890.64 1,041,890.64 1.00	1,041,890.64 1,041,890.64	0.00 0.00	0.00 -1,041,890.64
06/23/2020 06/23/2020	94975P405 WELLSFARGO:GOVT MM I	Direct 06/30/2020 0.06	2,209.51 2,209.51 1.00	2,209.51 2,209.51	0.00 0.00	0.00 -2,209.51
06/23/2020 06/23/2020	94975P405 WELLSFARGO:GOVT MM I	Direct 06/30/2020 0.06	3,054.22 3,054.22 1.00	3,054.22 3,054.22	0.00 0.00	0.00 -3,054.22
06/23/2020 06/23/2020	94975P405 WELLSFARGO:GOVT MM I	Direct 06/30/2020 0.06	300,000.00 300,000.00 1.00	300,000.00 300,000.00	0.00 0.00	0.00 -300,000.00
06/25/2020 06/25/2020	94975P405 WELLSFARGO:GOVT MM I	Direct 06/30/2020 0.06	771,942.58 771,942.58 1.00	771,942.58 771,942.58	0.00 0.00	0.00 -771,942.58
06/25/2020 06/25/2020	94975P405 WELLSFARGO:GOVT MM I	Direct 06/30/2020 0.06	64,440.95 64,440.95 1.00	64,440.95 64,440.95	0.00 0.00	0.00 -64,440.95
06/30/2020 06/30/2020	94975P405 WELLSFARGO:GOVT MM I	Direct 06/30/2020 0.06	5,625.00 5,625.00 1.00	5,625.00 5,625.00	0.00 0.00	0.00 -5,625.00
05/05/2020 05/12/2020	9523472B7 WEST CONTRA COSTA CALIF UNI SCH DIST	J.P. Morgan Securities Inc. (AU) 08/01/2021 1.28	535,000.00 535,000.00 100.00	0.00 535,000.00	0.00 0.00	0.00 -535,000.00

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Trading Activity

US Dollar

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Account: XXX235

Investment Strategy: Short Duration Fixed Income

Primary Benchmark: ICE BofA US 6-Month Treasury Bill Index

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Trade Date, Settle Date	Identifier, Description	Broker/Dealer, Final Maturity, Coupon Rate	Base Original Units, Base Current Units, Price	Purchased Cost, Base Principal	Base Net Total Realized Gain, Base Accrued Interest	Base Commission, Base Amount
---	---	---	31,927,016.99	13,967,016.99	0.00	0.00
---	---	11/23/2020 0.84	31,927,016.99 ---	32,103,809.33	35,064.60	-32,138,873.93

Call Redemption

Trade Date, Settle Date	Identifier, Description	Broker/Dealer, Final Maturity, Coupon Rate	Base Original Units, Base Current Units, Price	Purchased Cost, Base Principal	Base Net Total Realized Gain, Base Accrued Interest	Base Commission, Base Amount
05/24/2020 05/24/2020	06050TML3 BANK OF AMERICA NA	Redemption 05/24/2021 2.03	-500,000.00 -500,000.00 100.00	0.00 -500,000.00	0.00 0.00	0.00 500,000.00
06/25/2020 06/25/2020	45866FAC8 INTERCONTINENTAL EXCHANGE INC	Redemption 12/01/2020 2.75	-750,000.00 -750,000.00 100.84	0.00 -756,300.00	4,123.88 0.00	0.00 756,300.00
---	---	Redemption 02/08/2021 2.46	-1,250,000.00 -1,250,000.00 ---	0.00 -1,256,300.00	4,123.88 0.00	0.00 1,256,300.00

Maturity

Trade Date, Settle Date	Identifier, Description	Broker/Dealer, Final Maturity, Coupon Rate	Base Original Units, Base Current Units, Price	Purchased Cost, Base Principal	Base Net Total Realized Gain, Base Accrued Interest	Base Commission, Base Amount
05/15/2020 05/15/2020	14913Q2J7 CATERPILLAR FINANCIAL SERVICES CORP	Maturity 05/15/2020 2.95	-500,000.00 -500,000.00 100.00	0.00 -500,000.00	0.00 0.00	0.00 500,000.00
04/15/2020 04/15/2020	161571GX6 CHAIT 2015-4 A	Maturity 04/15/2020 1.84	-850,000.00 0.00 100.00	0.00 0.00	0.00 0.00	0.00 0.00
04/07/2020 04/07/2020	17305EGB5 CCCIT 2017-A3 A3	Maturity 04/07/2020 1.92	-400,000.00 0.00 100.00	0.00 0.00	0.00 0.00	0.00 0.00
05/01/2020 05/01/2020	17325FAN8 CITIBANK NA	Maturity 05/01/2020 3.05	-700,000.00 -700,000.00 100.00	0.00 -700,000.00	0.00 0.00	0.00 700,000.00
04/06/2020 04/06/2020	30229AD63 Exxon Mobil Corporation	Maturity 04/06/2020 0.00	-1,000,000.00 -1,000,000.00 100.00	0.00 -1,000,000.00	0.00 0.00	0.00 1,000,000.00
04/02/2020 04/02/2020	313384VB2 FEDERAL HOME LOAN BANKS	Maturity 04/02/2020 0.00	-1,000,000.00 -1,000,000.00 100.00	0.00 -1,000,000.00	0.00 0.00	0.00 1,000,000.00
06/22/2020 06/22/2020	3135G0D75 FEDERAL NATIONAL MORTGAGE ASSOCIATION	Maturity 06/22/2020 1.50	-1,000,000.00 -1,000,000.00 100.00	0.00 -1,000,000.00	0.00 0.00	0.00 1,000,000.00

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Investment Strategy: Short Duration Fixed Income

Primary Benchmark: ICE BofA US 6-Month Treasury Bill Index

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Trade Date, Settle Date	Identifier, Description	Broker/Dealer, Final Maturity, Coupon Rate	Base Original Units, Base Current Units, Price	Purchased Cost, Base Principal	Base Net Total Realized Gain, Base Accrued Interest	Base Commission, Base Amount
05/11/2020 05/11/2020	369550BA5 GENERAL DYNAMICS CORP	Maturity 05/11/2020 2.88	-250,000.00 -250,000.00 100.00	0.00 -250,000.00	0.00 0.00	0.00 250,000.00
05/11/2020 05/11/2020	369550BA5 GENERAL DYNAMICS CORP	Maturity 05/11/2020 2.88	-500,000.00 -500,000.00 100.00	0.00 -500,000.00	0.00 0.00	0.00 500,000.00
04/02/2020 04/02/2020	38346LD29 Gotham Funding Corporation	Maturity 04/02/2020 0.00	-1,000,000.00 -1,000,000.00 100.00	0.00 -1,000,000.00	0.00 0.00	0.00 1,000,000.00
05/04/2020 05/04/2020	38346LE44 Gotham Funding Corporation	Maturity 05/04/2020 0.00	-1,000,000.00 -1,000,000.00 100.00	0.00 -1,000,000.00	0.00 0.00	0.00 1,000,000.00
05/19/2020 05/19/2020	50000DEK8 Koch Industries, Inc.	Maturity 05/19/2020 0.00	-750,000.00 -750,000.00 100.00	0.00 -750,000.00	0.00 0.00	0.00 750,000.00
04/01/2020 04/01/2020	53127TD18 Liberty Street Funding LLC	Maturity 04/01/2020 0.00	-750,000.00 -750,000.00 100.00	0.00 -750,000.00	0.00 0.00	0.00 750,000.00
06/15/2020 06/15/2020	637432MU6 NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP	Maturity 06/15/2020 2.35	-700,000.00 -700,000.00 100.00	0.00 -700,000.00	0.00 0.00	0.00 700,000.00
04/02/2020 04/02/2020	63763PD22 National Securities Clearing Corporation	Maturity 04/02/2020 0.00	-700,000.00 -700,000.00 100.00	0.00 -700,000.00	0.00 0.00	0.00 700,000.00
05/04/2020 05/04/2020	67983TE44 Old Line Funding, LLC	Maturity 05/04/2020 0.00	-500,000.00 -500,000.00 100.00	0.00 -500,000.00	0.00 0.00	0.00 500,000.00
05/19/2020 05/19/2020	69353RFD5 PNC BANK NA	Maturity 05/19/2020 2.05	-680,000.00 -680,000.00 100.00	0.00 -680,000.00	0.00 0.00	0.00 680,000.00
04/27/2020 04/27/2020	89233GDT0 Toyota Motor Credit Corporation	Maturity 04/27/2020 0.00	-750,000.00 -750,000.00 100.00	0.00 -750,000.00	0.00 0.00	0.00 750,000.00
05/21/2020 05/21/2020	92512LEM9 Versailles Commercial Paper LLC	Maturity 05/21/2020 0.00	-750,000.00 -750,000.00 100.00	0.00 -750,000.00	0.00 0.00	0.00 750,000.00
06/23/2020 06/23/2020	931142EF6 WALMART INC	Maturity 06/23/2020 1.24	-700,000.00 -700,000.00 100.00	0.00 -700,000.00	0.00 0.00	0.00 700,000.00
---	---	Maturity	-14,480,000.00	0.00	0.00	0.00
---	---	05/05/2020 0.84	-13,230,000.00 100.00	-13,230,000.00	0.00	13,230,000.00

Principal Paydown

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Investment Strategy: Short Duration Fixed Income

Primary Benchmark: ICE BofA US 6-Month Treasury Bill Index



Trade Date, Settle Date	Identifier, Description	Broker/Dealer, Final Maturity, Coupon Rate	Base Original Units, Base Current Units, Price	Purchased Cost, Base Principal	Base Net Total Realized Gain, Base Accrued Interest	Base Commission, Base Amount
04/25/2020 04/25/2020	05588CAB8 BMWOT 2019-A A2	Direct 05/25/2022 2.05	0.00 -68,812.96 ---	0.00 -68,812.96	0.00 0.00	0.00 68,812.96
05/25/2020 05/25/2020	05588CAB8 BMWOT 2019-A A2	Direct 05/25/2022 2.05	0.00 -59,853.34 ---	0.00 -59,853.34	0.00 0.00	0.00 59,853.34
06/25/2020 06/25/2020	05588CAB8 BMWOT 2019-A A2	Direct 05/25/2022 2.05	0.00 -63,351.38 ---	0.00 -63,351.38	0.00 0.00	0.00 63,351.38
04/15/2020 04/15/2020	14042WAB6 COPAR 2019-1 A2	Direct 04/15/2022 2.58	0.00 -51,168.89 ---	0.00 -51,168.89	0.00 0.00	0.00 51,168.89
05/15/2020 05/15/2020	14042WAB6 COPAR 2019-1 A2	Direct 04/15/2022 2.58	0.00 -46,192.96 ---	0.00 -46,192.96	0.00 0.00	0.00 46,192.96
06/15/2020 06/15/2020	14042WAB6 COPAR 2019-1 A2	Direct 04/15/2022 2.58	0.00 -50,543.76 ---	0.00 -50,543.76	0.00 0.00	0.00 50,543.76
04/15/2020 04/15/2020	161571GX6 CHAIT 2015-4 A	Direct 04/15/2020 1.84	0.00 -850,000.00 ---	0.00 -850,000.00	0.00 0.00	0.00 850,000.00
04/07/2020 04/07/2020	17305EGB5 CCCIT 2017-A3 A3	Direct 04/07/2020 1.92	0.00 -400,000.00 ---	0.00 -400,000.00	0.00 0.00	0.00 400,000.00
04/01/2020 04/01/2020	3137BAHA3 FHMS K-715 A2	Direct 01/25/2021 2.86	0.00 -25,818.70 ---	0.00 -25,818.69	-0.01 0.00	0.00 25,818.69
05/01/2020 05/01/2020	3137BAHA3 FHMS K-715 A2	Direct 01/25/2021 2.86	0.00 -1,602.86 ---	0.00 -1,602.86	0.01 0.00	0.00 1,602.86
06/01/2020 06/01/2020	3137BAHA3 FHMS K-715 A2	Direct 01/25/2021 2.86	0.00 -12,253.24 ---	0.00 -12,253.24	0.00 0.00	0.00 12,253.24
04/18/2020 04/18/2020	43814WAB1 HAROT 2019-1 A2	Direct 09/20/2021 2.75	0.00 -39,636.28 ---	0.00 -39,636.28	0.00 0.00	0.00 39,636.28
05/18/2020 05/18/2020	43814WAB1 HAROT 2019-1 A2	Direct 09/20/2021 2.75	0.00 -35,134.03 ---	0.00 -35,134.03	0.00 0.00	0.00 35,134.03
06/18/2020 06/18/2020	43814WAB1 HAROT 2019-1 A2	Direct 09/20/2021 2.75	0.00 -37,737.35 ---	0.00 -37,737.35	0.00 0.00	0.00 37,737.35
04/15/2020 04/15/2020	58772RAB0 MBART 2018-1 A2A	Direct 04/15/2021 2.71	0.00 -436.24 ---	0.00 -436.24	0.00 0.00	0.00 436.24
05/15/2020 05/15/2020	65478BAD3 NALT 2018-A A3	Direct 09/15/2021 3.25	0.00 -754.14 ---	0.00 -754.14	0.00 0.00	0.00 754.14

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Investment Strategy: Short Duration Fixed Income

Primary Benchmark: ICE BofA US 6-Month Treasury Bill Index

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Trade Date, Settle Date	Identifier, Description	Broker/Dealer, Final Maturity, Coupon Rate	Base Original Units, Base Current Units, Price	Purchased Cost, Base Principal	Base Net Total Realized Gain, Base Accrued Interest	Base Commission, Base Amount
06/15/2020	65478BAD3	Direct	0.00	0.00	0.00	0.00
06/15/2020	NALT 2018-A A3	09/15/2021 3.25	-54,334.83 ---	-54,334.83	0.00	54,334.83
04/15/2020	65478GAD2	Direct	0.00	0.00	0.00	0.00
04/15/2020	NAROT 2017-B A3	10/15/2021 1.75	-41,607.37 ---	-41,607.37	0.00	41,607.37
05/15/2020	65478GAD2	Direct	0.00	0.00	0.00	0.00
05/15/2020	NAROT 2017-B A3	10/15/2021 1.75	-37,747.32 ---	-37,747.32	0.00	37,747.32
06/15/2020	65478GAD2	Direct	0.00	0.00	0.00	0.00
06/15/2020	NAROT 2017-B A3	10/15/2021 1.75	-37,240.01 ---	-37,240.01	0.00	37,240.01
04/20/2020	92868LAB7	Direct	0.00	0.00	0.00	0.00
04/20/2020	VALET 2018-1 A2A	07/20/2021 2.81	-42,086.70 ---	-42,086.70	0.00	42,086.70
05/20/2020	92868LAB7	Direct	0.00	0.00	0.00	0.00
05/20/2020	VALET 2018-1 A2A	07/20/2021 2.81	-36,399.36 ---	-36,399.36	0.00	36,399.36
06/20/2020	92868LAB7	Direct	0.00	0.00	0.00	0.00
06/20/2020	VALET 2018-1 A2A	07/20/2021 2.81	-36,220.73 ---	-36,220.73	0.00	36,220.73
---	---	Direct	0.00	0.00	0.02	0.00
---	---	12/02/2020 2.09	-2,028,932.42 ---	-2,028,932.44	0.00	2,028,932.44

Sell

Trade Date, Settle Date	Identifier, Description	Broker/Dealer, Final Maturity, Coupon Rate	Base Original Units, Base Current Units, Price	Purchased Cost, Base Principal	Base Net Total Realized Gain, Base Accrued Interest	Base Commission, Base Amount
04/01/2020	94975P405	Direct	-746,731.18	-746,731.18	0.00	0.00
04/01/2020	WELLSFARGO:GOVT MM I	06/30/2020 0.12	-746,731.18 1.00	-746,731.18	0.00	746,731.18
04/02/2020	94975P405	Direct	-1,995,755.56	-1,995,755.56	0.00	0.00
04/02/2020	WELLSFARGO:GOVT MM I	06/30/2020 0.12	-1,995,755.56 1.00	-1,995,755.56	0.00	1,995,755.56
04/03/2020	94975P405	Direct	-998,923.61	-998,923.61	0.00	0.00
04/03/2020	WELLSFARGO:GOVT MM I	06/30/2020 0.12	-998,923.61 1.00	-998,923.61	0.00	998,923.61
04/08/2020	94975P405	Direct	-999,016.67	-999,016.67	0.00	0.00
04/08/2020	WELLSFARGO:GOVT MM I	06/30/2020 0.12	-999,016.67 1.00	-999,016.67	0.00	999,016.67
04/08/2020	94975P405	Direct	-744,225.00	-744,225.00	0.00	0.00
04/08/2020	WELLSFARGO:GOVT MM I	06/30/2020 0.12	-744,225.00 1.00	-744,225.00	0.00	744,225.00

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Trading Activity

US Dollar

01 April 2020 to 30 June 2020

WC-Contra Costa County

Account: XXX235

Investment Strategy: Short Duration Fixed Income

Primary Benchmark: ICE BofA US 6-Month Treasury Bill Index



Trade Date, Settle Date	Identifier, Description	Broker/Dealer, Final Maturity, Coupon Rate	Base Original Units, Base Current Units, Price	Purchased Cost, Base Principal	Base Net Total Realized Gain, Base Accrued Interest	Base Commission, Base Amount
04/20/2020 04/20/2020	94975P405 WELLSFARGO:GOVT MM I	Direct 06/30/2020 0.12	-717,834.62 -717,834.62 1.00	-717,834.62 -717,834.62	0.00 0.00	0.00 717,834.62
04/24/2020 04/24/2020	94975P405 WELLSFARGO:GOVT MM I	Direct 06/30/2020 0.12	-191,262.84 -191,262.84 1.00	-191,262.84 -191,262.84	0.00 0.00	0.00 191,262.84
04/24/2020 04/24/2020	94975P405 WELLSFARGO:GOVT MM I	Direct 06/30/2020 0.12	-15,224.03 -15,224.03 1.00	-15,224.03 -15,224.03	0.00 0.00	0.00 15,224.03
04/30/2020 04/30/2020	94975P405 WELLSFARGO:GOVT MM I	Direct 06/30/2020 0.12	-272,292.00 -272,292.00 1.00	-272,292.00 -272,292.00	0.00 0.00	0.00 272,292.00
05/06/2020 05/06/2020	94975P405 WELLSFARGO:GOVT MM I	Direct 06/30/2020 0.05	-550,000.00 -550,000.00 1.00	-550,000.00 -550,000.00	0.00 0.00	0.00 550,000.00
05/12/2020 05/12/2020	94975P405 WELLSFARGO:GOVT MM I	Direct 06/30/2020 0.05	-785,000.00 -785,000.00 1.00	-785,000.00 -785,000.00	0.00 0.00	0.00 785,000.00
05/19/2020 05/19/2020	94975P405 WELLSFARGO:GOVT MM I	Direct 06/30/2020 0.05	-749,565.00 -749,565.00 1.00	-749,565.00 -749,565.00	0.00 0.00	0.00 749,565.00
05/19/2020 05/19/2020	94975P405 WELLSFARGO:GOVT MM I	Direct 06/30/2020 0.05	-12,475.00 -12,475.00 1.00	-12,475.00 -12,475.00	0.00 0.00	0.00 12,475.00
05/26/2020 05/26/2020	94975P405 WELLSFARGO:GOVT MM I	Direct 06/30/2020 0.05	-998,124.31 -998,124.31 1.00	-998,124.31 -998,124.31	0.00 0.00	0.00 998,124.31
05/28/2020 05/28/2020	94975P405 WELLSFARGO:GOVT MM I	Direct 06/30/2020 0.05	-998,342.78 -998,342.78 1.00	-998,342.78 -998,342.78	0.00 0.00	0.00 998,342.78
06/01/2020 06/01/2020	94975P405 WELLSFARGO:GOVT MM I	Direct 06/30/2020 0.06	-1,167,570.67 -1,167,570.67 1.00	-1,167,570.67 -1,167,570.67	0.00 0.00	0.00 1,167,570.67
06/02/2020 06/02/2020	94975P405 WELLSFARGO:GOVT MM I	Direct 06/30/2020 0.06	-300,000.00 -300,000.00 1.00	-300,000.00 -300,000.00	0.00 0.00	0.00 300,000.00
06/18/2020 06/18/2020	94975P405 WELLSFARGO:GOVT MM I	Direct 06/30/2020 0.06	-649,913.04 -649,913.04 1.00	-649,913.04 -649,913.04	0.00 0.00	0.00 649,913.04
06/29/2020 06/29/2020	94975P405 WELLSFARGO:GOVT MM I	Direct 06/30/2020 0.06	-1,441,726.19 -1,441,726.19 1.00	-1,441,726.19 -1,441,726.19	0.00 0.00	0.00 1,441,726.19
--- ---	94975P405 WELLSFARGO:GOVT MM I	Direct 06/30/2020 0.09	-14,333,982.50 -14,333,982.50 1.00	-14,333,982.50 -14,333,982.50	0.00 0.00	0.00 14,333,982.50

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Trading Activity

US Dollar

01 April 2020 to 30 June 2020

WC-Contra Costa County

Account: XXX235

Investment Strategy: Short Duration Fixed Income

Primary Benchmark: ICE BofA US 6-Month Treasury Bill Index



Summary

Trade Date, Settle Date	Identifier, Description	Broker/Dealer, Final Maturity, Coupon Rate	Base Original Units, Base Current Units, Price	Purchased Cost, Base Principal	Base Net Total Realized Gain, Base Accrued Interest	Base Commission, Base Amount
---	---	---	1,863,034.49	-366,965.51	4,123.90	0.00
---	---	09/10/2020 0.74	1,084,102.07 ---	1,254,594.39	35,064.60	-1,289,658.99

* Grouped by: Transaction Type. * Groups Sorted by: Transaction Type. * Showing transactions with Trade Date within selected date range. * Weighted by: Absolute Value of Base Principal. * MMF transactions are expanded.

* The Transaction Detail/Trading Activity reports provide our most up-to-date transactional details. As such, these reports are subject to change even after the other reports on the website have been locked down. While these reports can be useful tools in understanding recent activity, due to their dynamic nature we do not recommend using them for booking journal entries or reconciliation.

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Transaction Detail

US Dollar

01 April 2020 to 30 June 2020

WC-Contra Costa County

Account: XXX235

Investment Strategy: Short Duration Fixed Income

Primary Benchmark: ICE BofA US 6-Month Treasury Bill Index

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* Does not Lock Down.

Payable

Entry Date, Settle Date	Transaction Type	Base Current Units	Identifier, Description	Coupon Rate	Final Maturity	Price	Base Amount
06/29/2020 07/01/2020	Buy	535,000.00	14913Q2W8 CATERPILLAR FINANCIAL SERVICES CORP	2.65	05/17/2021	102.03	-547,571.91
06/29/2020 07/01/2020	Buy	700,000.00	17325FAQ1 CITIBANK NA	3.40	07/23/2021	103.00	-731,445.56
06/29/2020 07/01/2020	Buy	1,235,000.00	---	---	06/24/2021	---	-1,279,017.47

Receivable

Entry Date, Settle Date	Transaction Type	Base Current Units	Identifier, Description	Coupon Rate	Final Maturity	Price	Base Amount
06/30/2020 06/30/2020	Money Market Funds	0.00	94975P405 WELLSFARGO:GOVT MM I	0.06	06/30/2020	---	31.87
06/30/2020 06/30/2020	Money Market Funds	0.00	94975P405 WELLSFARGO:GOVT MM I	0.06	06/30/2020	---	31.87

Settled

Entry Date, Settle Date	Transaction Type	Base Current Units	Identifier, Description	Coupon Rate	Final Maturity	Price	Base Amount
06/16/2020 06/18/2020	Buy	665,000.00	02582JJH4 AMXCA 2018-8 A	3.18	09/15/2021	103.46	-688,191.46
04/25/2020 04/25/2020	Coupon	0.00	05588CAB8 BMWOT 2019-A A2	2.05	05/25/2022	---	1,309.37
04/25/2020 04/25/2020	Principal Paydown	-68,812.96	05588CAB8 BMWOT 2019-A A2	2.05	05/25/2022	---	68,812.96
05/25/2020 05/25/2020	Principal Paydown	-59,853.34	05588CAB8 BMWOT 2019-A A2	2.05	05/25/2022	---	59,853.34
05/25/2020 05/25/2020	Coupon	0.00	05588CAB8 BMWOT 2019-A A2	2.05	05/25/2022	---	1,191.82
06/25/2020 06/25/2020	Coupon	0.00	05588CAB8 BMWOT 2019-A A2	2.05	05/25/2022	---	1,089.57
06/25/2020 06/25/2020	Principal Paydown	-63,351.38	05588CAB8 BMWOT 2019-A A2	2.05	05/25/2022	---	63,351.38
05/24/2020 05/24/2020	Coupon	0.00	06050TML3 BANK OF AMERICA NA	2.03	05/24/2021	---	2,540.94
05/24/2020 05/24/2020	Call Redemption	-500,000.00	06050TML3 BANK OF AMERICA NA	2.03	05/24/2021	100.00	500,000.00
06/25/2020 06/29/2020	Buy	700,000.00	06051GHH5 BANK OF AMERICA CORP	3.50	05/17/2022	102.50	-720,343.52
04/15/2020 04/15/2020	Coupon	0.00	06406FAA1 BANK OF NEW YORK MELLON CORP	2.50	04/15/2021	---	8,750.00

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Transaction Detail

US Dollar

01 April 2020 to 30 June 2020

WC-Contra Costa County

Account: XXX235

Investment Strategy: Short Duration Fixed Income

Primary Benchmark: ICE BofA US 6-Month Treasury Bill Index



Entry Date, Settle Date	Transaction Type	Base Current Units	Identifier, Description	Coupon Rate	Final Maturity	Price	Base Amount
05/28/2020 06/01/2020	Buy	450,000.00	09247XAH4 BLACKROCK INC	4.25	05/24/2021	103.86	-467,746.38
04/15/2020 04/15/2020	Coupon	0.00	14042WAB6 COPAR 2019-1 A2	2.58	04/15/2022	---	1,008.32
04/15/2020 04/15/2020	Principal Paydown	-51,168.89	14042WAB6 COPAR 2019-1 A2	2.58	04/15/2022	---	51,168.89
05/15/2020 05/15/2020	Coupon	0.00	14042WAB6 COPAR 2019-1 A2	2.58	04/15/2022	---	898.31
05/15/2020 05/15/2020	Principal Paydown	-46,192.96	14042WAB6 COPAR 2019-1 A2	2.58	04/15/2022	---	46,192.96
06/15/2020 06/15/2020	Coupon	0.00	14042WAB6 COPAR 2019-1 A2	2.58	04/15/2022	---	798.99
06/15/2020 06/15/2020	Principal Paydown	-50,543.76	14042WAB6 COPAR 2019-1 A2	2.58	04/15/2022	---	50,543.76
05/15/2020 05/15/2020	Maturity	-500,000.00	14913Q2J7 CATERPILLAR FINANCIAL SERVICES CORP	2.95	05/15/2020	100.00	500,000.00
05/15/2020 05/15/2020	Coupon	0.00	14913Q2J7 CATERPILLAR FINANCIAL SERVICES CORP	2.95	05/15/2020	---	7,375.00
04/15/2020 04/15/2020	Coupon	0.00	161571GX6 CHAIT 2015-4 A	1.84	04/15/2020	---	1,303.33
04/15/2020 04/15/2020	Maturity	0.00	161571GX6 CHAIT 2015-4 A	1.84	04/15/2020	100.00	0.00
04/15/2020 04/15/2020	Principal Paydown	-850,000.00	161571GX6 CHAIT 2015-4 A	1.84	04/15/2020	---	850,000.00
04/07/2020 04/07/2020	Coupon	0.00	17305EGB5 CCCIT 2017-A3 A3	1.92	04/07/2020	---	3,840.00
04/07/2020 04/07/2020	Principal Paydown	-400,000.00	17305EGB5 CCCIT 2017-A3 A3	1.92	04/07/2020	---	400,000.00
04/07/2020 04/07/2020	Maturity	0.00	17305EGB5 CCCIT 2017-A3 A3	1.92	04/07/2020	100.00	0.00
05/01/2020 05/01/2020	Coupon	0.00	17325FAN8 CITIBANK NA	3.05	05/01/2020	---	10,675.00
05/01/2020 05/01/2020	Maturity	-700,000.00	17325FAN8 CITIBANK NA	3.05	05/01/2020	100.00	700,000.00
06/16/2020 06/23/2020	Buy	400,000.00	283062DH7 EL DORADO CALIF IRR DIST REV	0.54	09/01/2020	100.00	-400,000.00
04/06/2020 04/06/2020	Maturity	-1,000,000.00	30229AD63 Exxon Mobil Corporation	0.00	04/06/2020	100.00	1,000,000.00
06/11/2020 06/11/2020	Coupon	0.00	3130A1W95 FEDERAL HOME LOAN BANKS	2.25	06/11/2021	---	11,250.00
04/08/2020 04/08/2020	Buy	1,000,000.00	313312J27 FEDERAL FARM CREDIT BANKS	0.00	10/02/2020	99.90	-999,016.67
04/02/2020 04/02/2020	Buy	1,000,000.00	313312N55 FEDERAL FARM CREDIT BANKS	0.00	11/06/2020	99.88	-998,788.89
04/02/2020 04/02/2020	Buy	1,000,000.00	313313DU9 FEDERAL FARM CREDIT BANKS	0.00	04/01/2021	99.70	-996,966.67

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Transaction Detail

US Dollar

01 April 2020 to 30 June 2020

WC-Contra Costa County

Account: XXX235

Investment Strategy: Short Duration Fixed Income

Primary Benchmark: ICE BofA US 6-Month Treasury Bill Index



Entry Date, Settle Date	Transaction Type	Base Current Units	Identifier, Description	Coupon Rate	Final Maturity	Price	Base Amount
05/28/2020 05/28/2020	Buy	1,000,000.00	313313EA2 FEDERAL FARM CREDIT BANKS	0.00	04/07/2021	99.83	-998,342.78
04/02/2020 04/02/2020	Maturity	-1,000,000.00	313384VB2 FEDERAL HOME LOAN BANKS	0.00	04/02/2020	100.00	1,000,000.00
05/26/2020 05/26/2020	Buy	1,000,000.00	313385GB6 FEDERAL HOME LOAN BANKS	0.00	05/26/2021	99.81	-998,124.31
06/23/2020 06/23/2020	Coupon	0.00	3133EKR73 FEDERAL FARM CREDIT BANKS FUNDING CORP	0.31	09/23/2021	---	3,054.22
06/22/2020 06/22/2020	Coupon	0.00	3135G0D75 FEDERAL NATIONAL MORTGAGE ASSOCIATION	1.50	06/22/2020	---	7,500.00
06/22/2020 06/22/2020	Maturity	-1,000,000.00	3135G0D75 FEDERAL NATIONAL MORTGAGE ASSOCIATION	1.50	06/22/2020	100.00	1,000,000.00
04/01/2020 04/01/2020	Coupon	0.00	3137BAHA3 FHMS K-715 A2	2.86	01/25/2021	---	2,079.62
04/01/2020 04/01/2020	Principal Paydown	-25,818.70	3137BAHA3 FHMS K-715 A2	2.86	01/25/2021	---	25,818.69
05/01/2020 05/01/2020	Coupon	0.00	3137BAHA3 FHMS K-715 A2	2.86	01/25/2021	---	2,018.17
05/01/2020 05/01/2020	Principal Paydown	-1,602.86	3137BAHA3 FHMS K-715 A2	2.86	01/25/2021	---	1,602.86
06/01/2020 06/01/2020	Coupon	0.00	3137BAHA3 FHMS K-715 A2	2.86	01/25/2021	---	2,014.36
06/01/2020 06/01/2020	Principal Paydown	-12,253.24	3137BAHA3 FHMS K-715 A2	2.86	01/25/2021	---	12,253.24
04/16/2020 04/20/2020	Buy	750,000.00	34153P7G7 FLORIDA ST BRD ED PUB ED	5.00	06/01/2021	104.60	-798,986.67
06/01/2020 06/01/2020	Coupon	0.00	34153P7G7 FLORIDA ST BRD ED PUB ED	5.00	06/01/2021	---	18,750.00
04/15/2020 04/15/2020	Coupon	0.00	34531MAD0 FORDL 2020-A A3	1.85	03/15/2023	---	909.58
05/15/2020 05/15/2020	Coupon	0.00	34531MAD0 FORDL 2020-A A3	1.85	03/15/2023	---	909.58
06/15/2020 06/15/2020	Coupon	0.00	34531MAD0 FORDL 2020-A A3	1.85	03/15/2023	---	909.58
04/20/2020 04/20/2020	Coupon	0.00	36256UAD0 GMALT 2019-1 A3	2.98	12/20/2021	---	1,986.67
05/20/2020 05/20/2020	Coupon	0.00	36256UAD0 GMALT 2019-1 A3	2.98	12/20/2021	---	1,986.67
06/20/2020 06/20/2020	Coupon	0.00	36256UAD0 GMALT 2019-1 A3	2.98	12/20/2021	---	1,986.67
05/11/2020 05/11/2020	Maturity	-250,000.00	369550BA5 GENERAL DYNAMICS CORP	2.88	05/11/2020	100.00	250,000.00

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Transaction Detail

US Dollar

01 April 2020 to 30 June 2020

WC-Contra Costa County

Account: XXX235

Investment Strategy: Short Duration Fixed Income

Primary Benchmark: ICE BofA US 6-Month Treasury Bill Index



Entry Date, Settle Date	Transaction Type	Base Current Units	Identifier, Description	Coupon Rate	Final Maturity	Price	Base Amount
05/11/2020 05/11/2020	Maturity	-500,000.00	369550BA5 GENERAL DYNAMICS CORP	2.88	05/11/2020	100.00	500,000.00
05/11/2020 05/11/2020	Coupon	0.00	369550BA5 GENERAL DYNAMICS CORP	2.88	05/11/2020	---	10,781.25
05/13/2020 06/02/2020	Buy	150,000.00	378460XZ7 GLENDALE CALIF UNI SCH DIST	0.82	09/01/2020	100.00	-150,000.00
05/13/2020 06/02/2020	Buy	150,000.00	378460YA1 GLENDALE CALIF UNI SCH DIST	0.92	09/01/2021	100.00	-150,000.00
04/02/2020 04/02/2020	Maturity	-1,000,000.00	38346LD29 Gotham Funding Corporation	0.00	04/02/2020	100.00	1,000,000.00
04/02/2020 04/03/2020	Buy	1,000,000.00	38346LE44 Gotham Funding Corporation	0.00	05/04/2020	99.89	-998,923.61
05/04/2020 05/04/2020	Maturity	-1,000,000.00	38346LE44 Gotham Funding Corporation	0.00	05/04/2020	100.00	1,000,000.00
04/18/2020 04/18/2020	Coupon	0.00	43814WAB1 HAROT 2019-1 A2	2.75	09/20/2021	---	712.42
04/18/2020 04/18/2020	Principal Paydown	-39,636.28	43814WAB1 HAROT 2019-1 A2	2.75	09/20/2021	---	39,636.28
05/18/2020 05/18/2020	Coupon	0.00	43814WAB1 HAROT 2019-1 A2	2.75	09/20/2021	---	621.59
05/18/2020 05/18/2020	Principal Paydown	-35,134.03	43814WAB1 HAROT 2019-1 A2	2.75	09/20/2021	---	35,134.03
06/18/2020 06/18/2020	Coupon	0.00	43814WAB1 HAROT 2019-1 A2	2.75	09/20/2021	---	541.07
06/18/2020 06/18/2020	Principal Paydown	-37,737.35	43814WAB1 HAROT 2019-1 A2	2.75	09/20/2021	---	37,737.35
04/23/2020 04/27/2020	Buy	750,000.00	44932HAF0 IBM CREDIT LLC	1.90	02/05/2021	99.84	-752,055.04
05/05/2020 05/05/2020	Coupon	0.00	44932HAF0 IBM CREDIT LLC	0.70	02/05/2021	---	3,564.38
05/09/2020 05/09/2020	Coupon	0.00	4581XOCD8 INTER-AMERICAN DEVELOPMENT BANK	2.13	11/09/2020	---	10,625.00
06/01/2020 06/01/2020	Coupon	0.00	45866FAC8 INTERCONTINENTAL EXCHANGE INC	2.75	12/01/2020	---	10,312.50
06/25/2020 06/25/2020	Coupon	0.00	45866FAC8 INTERCONTINENTAL EXCHANGE INC	2.75	12/01/2020	---	1,375.00
06/25/2020 06/25/2020	Call Redemption	-750,000.00	45866FAC8 INTERCONTINENTAL EXCHANGE INC	2.75	12/01/2020	100.84	756,300.00
04/29/2020 04/29/2020	Coupon	0.00	46625HNX4 JPMORGAN CHASE & CO	2.55	10/29/2020	---	7,331.25
04/07/2020 04/08/2020	Buy	750,000.00	50000DEK8 Koch Industries, Inc.	0.00	05/19/2020	99.86	-748,975.00
05/19/2020 05/19/2020	Maturity	-750,000.00	50000DEK8 Koch Industries, Inc.	0.00	05/19/2020	100.00	750,000.00
05/19/2020 05/19/2020	Buy	750,000.00	50000DHE9 Koch Industries, Inc.	0.00	08/14/2020	99.94	-749,565.00

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Transaction Detail

US Dollar

01 April 2020 to 30 June 2020

WC-Contra Costa County

Account: XXX235

Investment Strategy: Short Duration Fixed Income

Primary Benchmark: ICE BofA US 6-Month Treasury Bill Index



Entry Date, Settle Date	Transaction Type	Base Current Units	Identifier, Description	Coupon Rate	Final Maturity	Price	Base Amount
04/01/2020 04/01/2020	Maturity	-750,000.00	53127TD18 Liberty Street Funding LLC	0.00	04/01/2020	100.00	750,000.00
05/12/2020 05/19/2020	Buy	500,000.00	542424WH5 LONG BEACH CALIF HBR REV	4.00	07/15/2021	103.50	-517,475.00
04/24/2020 04/30/2020	Buy	300,000.00	544647BY5 LOS ANGELES CALIF UNI SCH DIST	2.38	07/01/2020	100.14	-300,417.00
04/15/2020 04/15/2020	Coupon	0.00	58772RAB0 MBART 2018-1 A2A	2.71	04/15/2021	---	0.99
04/15/2020 04/15/2020	Principal Paydown	-436.24	58772RAB0 MBART 2018-1 A2A	2.71	04/15/2021	---	436.24
04/15/2020 04/15/2020	Coupon	0.00	58772TAC4 MBALT 2019-A A3	3.10	11/15/2021	---	1,291.67
05/15/2020 05/15/2020	Coupon	0.00	58772TAC4 MBALT 2019-A A3	3.10	11/15/2021	---	1,291.67
06/15/2020 06/15/2020	Coupon	0.00	58772TAC4 MBALT 2019-A A3	3.10	11/15/2021	---	1,291.67
06/15/2020 06/15/2020	Maturity	-700,000.00	637432MU6 NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP	2.35	06/15/2020	100.00	700,000.00
06/15/2020 06/15/2020	Coupon	0.00	637432MU6 NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP	2.35	06/15/2020	---	8,225.00
04/02/2020 04/02/2020	Maturity	-700,000.00	63763PD22 National Securities Clearing Corporation	0.00	04/02/2020	100.00	700,000.00
04/15/2020 04/15/2020	Coupon	0.00	65478BAD3 NALT 2018-A A3	3.25	09/15/2021	---	1,354.17
05/15/2020 05/15/2020	Coupon	0.00	65478BAD3 NALT 2018-A A3	3.25	09/15/2021	---	1,354.17
05/15/2020 05/15/2020	Principal Paydown	-754.14	65478BAD3 NALT 2018-A A3	3.25	09/15/2021	---	754.14
06/15/2020 06/15/2020	Coupon	0.00	65478BAD3 NALT 2018-A A3	3.25	09/15/2021	---	1,352.12
06/15/2020 06/15/2020	Principal Paydown	-54,334.83	65478BAD3 NALT 2018-A A3	3.25	09/15/2021	---	54,334.83
04/15/2020 04/15/2020	Principal Paydown	-41,607.37	65478GAD2 NAROT 2017-B A3	1.75	10/15/2021	---	41,607.37
04/15/2020 04/15/2020	Coupon	0.00	65478GAD2 NAROT 2017-B A3	1.75	10/15/2021	---	459.57
05/15/2020 05/15/2020	Principal Paydown	-37,747.32	65478GAD2 NAROT 2017-B A3	1.75	10/15/2021	---	37,747.32
05/15/2020 05/15/2020	Coupon	0.00	65478GAD2 NAROT 2017-B A3	1.75	10/15/2021	---	398.89
06/15/2020 06/15/2020	Principal Paydown	-37,240.01	65478GAD2 NAROT 2017-B A3	1.75	10/15/2021	---	37,240.01
06/15/2020 06/15/2020	Coupon	0.00	65478GAD2 NAROT 2017-B A3	1.75	10/15/2021	---	343.84

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Transaction Detail

US Dollar

01 April 2020 to 30 June 2020

WC-Contra Costa County

Account: XXX235

Investment Strategy: Short Duration Fixed Income

Primary Benchmark: ICE BofA US 6-Month Treasury Bill Index



Entry Date, Settle Date	Transaction Type	Base Current Units	Identifier, Description	Coupon Rate	Final Maturity	Price	Base Amount
05/04/2020 05/04/2020	Maturity	-500,000.00	67983TE44 Old Line Funding, LLC	0.00	05/04/2020	100.00	500,000.00
06/25/2020 06/29/2020	Buy	700,000.00	69353REY0 PNC BANK NA	2.55	12/09/2021	102.91	-721,382.67
05/19/2020 05/19/2020	Maturity	-680,000.00	69353RFD5 PNC BANK NA	2.05	05/19/2020	100.00	680,000.00
05/19/2020 05/19/2020	Coupon	0.00	69353RFD5 PNC BANK NA	2.05	05/19/2020	---	3,489.90
04/24/2020 05/06/2020	Buy	550,000.00	786089JA1 SACRAMENTO CALIF WTR REV	1.47	09/01/2021	100.00	-550,000.00
04/24/2020 05/12/2020	Buy	250,000.00	797508GZ5 SAN DIEGUITO CALIF UN HIGH SCH DIST	1.07	08/01/2020	100.00	-250,000.00
04/29/2020 05/19/2020	Buy	425,000.00	799055QP6 SAN MATEO FOSTER CITY CALIF SCH DIST	0.96	08/01/2020	100.00	-425,000.00
04/29/2020 05/19/2020	Buy	500,000.00	799055QQ4 SAN MATEO FOSTER CITY CALIF SCH DIST	1.06	08/01/2021	100.00	-500,000.00
05/21/2020 05/21/2020	Coupon	0.00	808513AV7 CHARLES SCHWAB CORP	0.69	05/21/2021	---	3,528.00
05/28/2020 06/01/2020	Buy	700,000.00	86787EBE6 SUNTRUST BANK	2.80	05/17/2022	104.04	-729,049.22
04/15/2020 04/15/2020	Coupon	0.00	89231AAD3 TAOT 2018-C A3	3.02	12/15/2022	---	2,013.33
05/15/2020 05/15/2020	Coupon	0.00	89231AAD3 TAOT 2018-C A3	3.02	12/15/2022	---	2,013.33
06/15/2020 06/15/2020	Coupon	0.00	89231AAD3 TAOT 2018-C A3	3.02	12/15/2022	---	2,013.33
04/27/2020 04/27/2020	Maturity	-750,000.00	89233GDT0 Toyota Motor Credit Corporation	0.00	04/27/2020	100.00	750,000.00
04/08/2020 04/08/2020	Coupon	0.00	89236TCZ6 TOYOTA MOTOR CREDIT CORP	1.90	04/08/2021	---	4,750.00
04/21/2020 04/21/2020	Coupon	0.00	90331HPK3 US BANK NA	1.29	01/21/2022	---	3,790.02
04/30/2020 04/30/2020	Coupon	0.00	9128285G1 UNITED STATES TREASURY	2.88	10/31/2020	---	14,375.00
04/30/2020 04/30/2020	Coupon	0.00	912828L99 UNITED STATES TREASURY	1.38	10/31/2020	---	6,875.00
04/30/2020 04/30/2020	Coupon	0.00	912828Q78 UNITED STATES TREASURY	1.38	04/30/2021	---	6,875.00
06/30/2020 06/30/2020	Coupon	0.00	912828S27 UNITED STATES TREASURY	1.13	06/30/2021	---	5,625.00
04/20/2020 04/20/2020	Coupon	0.00	92348XAB1 VZOT 2018-A A1B	0.96	04/20/2023	---	697.76
05/20/2020 05/20/2020	Coupon	0.00	92348XAB1 VZOT 2018-A A1B	0.41	04/20/2023	---	638.83
06/22/2020 06/22/2020	Coupon	0.00	92348XAB1 VZOT 2018-A A1B	0.43	04/20/2023	---	301.22

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Transaction Detail

US Dollar

01 April 2020 to 30 June 2020

WC-Contra Costa County

Account: XXX235

Investment Strategy: Short Duration Fixed Income

Primary Benchmark: ICE BofA US 6-Month Treasury Bill Index



Entry Date, Settle Date	Transaction Type	Base Current Units	Identifier, Description	Coupon Rate	Final Maturity	Price	Base Amount
04/01/2020 04/01/2020	Buy	750,000.00	92512LEM9 Versailles Commercial Paper LLC	0.00	05/21/2020	99.80	-748,489.58
05/21/2020 05/21/2020	Maturity	-750,000.00	92512LEM9 Versailles Commercial Paper LLC	0.00	05/21/2020	100.00	750,000.00
06/14/2020 06/14/2020	Coupon	0.00	92826CAB8 VISA INC	2.20	12/14/2020	---	7,425.00
04/20/2020 04/20/2020	Coupon	0.00	92868LAB7 VALET 2018-1 A2A	2.81	07/20/2021	---	273.79
04/20/2020 04/20/2020	Principal Paydown	-42,086.70	92868LAB7 VALET 2018-1 A2A	2.81	07/20/2021	---	42,086.70
05/20/2020 05/20/2020	Coupon	0.00	92868LAB7 VALET 2018-1 A2A	2.81	07/20/2021	---	175.23
05/20/2020 05/20/2020	Principal Paydown	-36,399.36	92868LAB7 VALET 2018-1 A2A	2.81	07/20/2021	---	36,399.36
06/20/2020 06/20/2020	Coupon	0.00	92868LAB7 VALET 2018-1 A2A	2.81	07/20/2021	---	90.00
06/20/2020 06/20/2020	Principal Paydown	-36,220.73	92868LAB7 VALET 2018-1 A2A	2.81	07/20/2021	---	36,220.73
06/23/2020 06/23/2020	Maturity	-700,000.00	931142EF6 WALMART INC	1.24	06/23/2020	100.00	700,000.00
06/23/2020 06/23/2020	Coupon	0.00	931142EF6 WALMART INC	1.24	06/23/2020	---	2,209.51
04/01/2020 04/01/2020	Buy	751,290.76	94975P405 WELLSFARGO:GOVT MM I	0.12	06/30/2020	1.00	-751,290.76
04/01/2020 04/01/2020	Sell	-746,731.18	94975P405 WELLSFARGO:GOVT MM I	0.12	06/30/2020	1.00	746,731.18
04/02/2020 04/02/2020	Buy	2,700,000.00	94975P405 WELLSFARGO:GOVT MM I	0.12	06/30/2020	1.00	-2,700,000.00
04/02/2020 04/02/2020	Sell	-1,995,755.56	94975P405 WELLSFARGO:GOVT MM I	0.12	06/30/2020	1.00	1,995,755.56
04/03/2020 04/03/2020	Sell	-998,923.61	94975P405 WELLSFARGO:GOVT MM I	0.12	06/30/2020	1.00	998,923.61
04/06/2020 04/06/2020	Buy	1,000,000.00	94975P405 WELLSFARGO:GOVT MM I	0.12	06/30/2020	1.00	-1,000,000.00
04/07/2020 04/07/2020	Buy	3,840.00	94975P405 WELLSFARGO:GOVT MM I	0.12	06/30/2020	1.00	-3,840.00
04/07/2020 04/07/2020	Buy	400,000.00	94975P405 WELLSFARGO:GOVT MM I	0.12	06/30/2020	1.00	-400,000.00
04/08/2020 04/08/2020	Sell	-744,225.00	94975P405 WELLSFARGO:GOVT MM I	0.12	06/30/2020	1.00	744,225.00
04/08/2020 04/08/2020	Sell	-999,016.67	94975P405 WELLSFARGO:GOVT MM I	0.12	06/30/2020	1.00	999,016.67
04/15/2020 04/15/2020	Buy	0.99	94975P405 WELLSFARGO:GOVT MM I	0.12	06/30/2020	1.00	-0.99
04/15/2020 04/15/2020	Buy	960,302.49	94975P405 WELLSFARGO:GOVT MM I	0.12	06/30/2020	1.00	-960,302.49

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Transaction Detail

US Dollar

01 April 2020 to 30 June 2020

WC-Contra Costa County

Account: XXX235

Investment Strategy: Short Duration Fixed Income

Primary Benchmark: ICE BofA US 6-Month Treasury Bill Index



Entry Date, Settle Date	Transaction Type	Base Current Units	Identifier, Description	Coupon Rate	Final Maturity	Price	Base Amount
04/20/2020 04/20/2020	Sell	-717,834.62	94975P405 WELLSFARGO:GOVT MM I	0.12	06/30/2020	1.00	717,834.62
04/21/2020 04/21/2020	Buy	3,790.02	94975P405 WELLSFARGO:GOVT MM I	0.12	06/30/2020	1.00	-3,790.02
04/24/2020 04/24/2020	Sell	-191,262.84	94975P405 WELLSFARGO:GOVT MM I	0.12	06/30/2020	1.00	191,262.84
04/24/2020 04/24/2020	Sell	-15,224.03	94975P405 WELLSFARGO:GOVT MM I	0.12	06/30/2020	1.00	15,224.03
04/27/2020 04/27/2020	Buy	27,898.32	94975P405 WELLSFARGO:GOVT MM I	0.12	06/30/2020	1.00	-27,898.32
04/27/2020 04/27/2020	Buy	68,067.28	94975P405 WELLSFARGO:GOVT MM I	0.12	06/30/2020	1.00	-68,067.28
04/29/2020 04/29/2020	Buy	7,331.25	94975P405 WELLSFARGO:GOVT MM I	0.12	06/30/2020	1.00	-7,331.25
04/30/2020 04/30/2020	Sell	-272,292.00	94975P405 WELLSFARGO:GOVT MM I	0.12	06/30/2020	1.00	272,292.00
04/30/2020 04/30/2020	Money Market Funds	0.00	94975P405 WELLSFARGO:GOVT MM I	0.12	06/30/2020	---	174.71
05/01/2020 05/01/2020	Buy	710,849.71	94975P405 WELLSFARGO:GOVT MM I	0.05	06/30/2020	1.00	-710,849.71
05/04/2020 05/04/2020	Buy	1,500,000.00	94975P405 WELLSFARGO:GOVT MM I	0.05	06/30/2020	1.00	-1,500,000.00
05/05/2020 05/05/2020	Buy	3,564.38	94975P405 WELLSFARGO:GOVT MM I	0.05	06/30/2020	1.00	-3,564.38
05/06/2020 05/06/2020	Sell	-550,000.00	94975P405 WELLSFARGO:GOVT MM I	0.05	06/30/2020	1.00	550,000.00
05/11/2020 05/11/2020	Buy	760,781.25	94975P405 WELLSFARGO:GOVT MM I	0.05	06/30/2020	1.00	-760,781.25
05/11/2020 05/11/2020	Buy	10,625.00	94975P405 WELLSFARGO:GOVT MM I	0.05	06/30/2020	1.00	-10,625.00
05/12/2020 05/12/2020	Sell	-785,000.00	94975P405 WELLSFARGO:GOVT MM I	0.05	06/30/2020	1.00	785,000.00
05/15/2020 05/15/2020	Buy	594,813.74	94975P405 WELLSFARGO:GOVT MM I	0.05	06/30/2020	1.00	-594,813.74
05/18/2020 05/18/2020	Buy	4,121.64	94975P405 WELLSFARGO:GOVT MM I	0.05	06/30/2020	1.00	-4,121.64
05/18/2020 05/18/2020	Buy	35,755.62	94975P405 WELLSFARGO:GOVT MM I	0.05	06/30/2020	1.00	-35,755.62
05/19/2020 05/19/2020	Sell	-749,565.00	94975P405 WELLSFARGO:GOVT MM I	0.05	06/30/2020	1.00	749,565.00
05/19/2020 05/19/2020	Sell	-12,475.00	94975P405 WELLSFARGO:GOVT MM I	0.05	06/30/2020	1.00	12,475.00
05/19/2020 05/19/2020	Buy	3,489.90	94975P405 WELLSFARGO:GOVT MM I	0.05	06/30/2020	1.00	-3,489.90
05/20/2020 05/20/2020	Buy	34,868.45	94975P405 WELLSFARGO:GOVT MM I	0.05	06/30/2020	1.00	-34,868.45

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Transaction Detail

US Dollar

01 April 2020 to 30 June 2020

WC-Contra Costa County

Account: XXX235

Investment Strategy: Short Duration Fixed Income

Primary Benchmark: ICE BofA US 6-Month Treasury Bill Index



Entry Date, Settle Date	Transaction Type	Base Current Units	Identifier, Description	Coupon Rate	Final Maturity	Price	Base Amount
05/21/2020 05/21/2020	Buy	753,528.00	94975P405 WELLSFARGO:GOVT MM I	0.05	06/30/2020	1.00	-753,528.00
05/26/2020 05/26/2020	Buy	64,666.19	94975P405 WELLSFARGO:GOVT MM I	0.05	06/30/2020	1.00	-64,666.19
05/26/2020 05/26/2020	Buy	2,540.94	94975P405 WELLSFARGO:GOVT MM I	0.05	06/30/2020	1.00	-2,540.94
05/26/2020 05/26/2020	Buy	500,000.00	94975P405 WELLSFARGO:GOVT MM I	0.05	06/30/2020	1.00	-500,000.00
05/26/2020 05/26/2020	Sell	-998,124.31	94975P405 WELLSFARGO:GOVT MM I	0.05	06/30/2020	1.00	998,124.31
05/28/2020 05/28/2020	Sell	-998,342.78	94975P405 WELLSFARGO:GOVT MM I	0.05	06/30/2020	1.00	998,342.78
05/29/2020 05/29/2020	Money Market Funds	0.00	94975P405 WELLSFARGO:GOVT MM I	0.05	06/30/2020	---	162.43
06/01/2020 06/01/2020	Sell	-1,167,570.67	94975P405 WELLSFARGO:GOVT MM I	0.06	06/30/2020	1.00	1,167,570.67
06/02/2020 06/02/2020	Sell	-300,000.00	94975P405 WELLSFARGO:GOVT MM I	0.06	06/30/2020	1.00	300,000.00
06/11/2020 06/11/2020	Buy	11,250.00	94975P405 WELLSFARGO:GOVT MM I	0.06	06/30/2020	1.00	-11,250.00
06/15/2020 06/15/2020	Buy	864,478.16	94975P405 WELLSFARGO:GOVT MM I	0.06	06/30/2020	1.00	-864,478.16
06/18/2020 06/18/2020	Sell	-649,913.04	94975P405 WELLSFARGO:GOVT MM I	0.06	06/30/2020	1.00	649,913.04
06/22/2020 06/22/2020	Buy	1,041,890.64	94975P405 WELLSFARGO:GOVT MM I	0.06	06/30/2020	1.00	-1,041,890.64
06/23/2020 06/23/2020	Buy	2,209.51	94975P405 WELLSFARGO:GOVT MM I	0.06	06/30/2020	1.00	-2,209.51
06/23/2020 06/23/2020	Buy	3,054.22	94975P405 WELLSFARGO:GOVT MM I	0.06	06/30/2020	1.00	-3,054.22
06/23/2020 06/23/2020	Buy	300,000.00	94975P405 WELLSFARGO:GOVT MM I	0.06	06/30/2020	1.00	-300,000.00
06/25/2020 06/25/2020	Buy	771,942.58	94975P405 WELLSFARGO:GOVT MM I	0.06	06/30/2020	1.00	-771,942.58
06/25/2020 06/25/2020	Buy	64,440.95	94975P405 WELLSFARGO:GOVT MM I	0.06	06/30/2020	1.00	-64,440.95
06/29/2020 06/29/2020	Sell	-1,441,726.19	94975P405 WELLSFARGO:GOVT MM I	0.06	06/30/2020	1.00	1,441,726.19
06/30/2020 06/30/2020	Buy	5,625.00	94975P405 WELLSFARGO:GOVT MM I	0.06	06/30/2020	1.00	-5,625.00
05/05/2020 05/12/2020	Buy	535,000.00	9523472B7 WEST CONTRA COSTA CALIF UNI SCH DIST	1.28	08/01/2021	100.00	-535,000.00
04/20/2020 04/20/2020	Management Fee	0.00	CCYUSD US DOLLAR	0.00	06/30/2020	---	-4,241.57
04/24/2020 04/24/2020	Cash Transfer	0.00	CCYUSD US DOLLAR	0.00	06/30/2020	---	-206,486.87

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Transaction Detail

US Dollar

01 April 2020 to 30 June 2020

WC-Contra Costa County

Account: XXX235

Investment Strategy: Short Duration Fixed Income

Primary Benchmark: ICE BofA US 6-Month Treasury Bill Index



Entry Date, Settle Date	Transaction Type	Base Current Units	Identifier, Description	Coupon Rate	Final Maturity	Price	Base Amount
05/20/2020 05/20/2020	Management Fee	0.00	CCYUSD US DOLLAR	0.00	06/30/2020	---	-4,331.64
06/22/2020 06/22/2020	Management Fee	0.00	CCYUSD US DOLLAR	0.00	06/30/2020	---	-4,207.98
---	---	-150,897.93	---	---	09/04/2020	---	-3,049.20

Summary

Entry Date, Settle Date	Transaction Type	Base Current Units	Identifier, Description	Coupon Rate	Final Maturity	Price	Base Amount
---	---	1,084,102.07	---	---	09/10/2020	---	-1,282,034.80

* Grouped by: Status. * Groups Sorted by: Status. * Showing transactions with Entry Date within selected date range. * Weighted by: Absolute Value of Base Principal. * MMF transactions are expanded.

* The Transaction Detail/Trading Activity reports provide our most up-to-date transactional details. As such, these reports are subject to change even after the other reports on the website have been locked down. While these reports can be useful tools in understanding recent activity, due to their dynamic nature we do not recommend using them for booking journal entries or reconciliation.

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MMF Transaction Detail

US Dollar

01 April 2020 to 30 June 2020

WC-Contra Costa County

Account: XXX235

Investment Strategy: Short Duration Fixed Income

Primary Benchmark: ICE BofA US 6-Month Treasury Bill Index

* Does not Lock Down.

Receivable

Entry Date	Settle Date	Transaction Type	Base Current Units	Identifier	Ticker	Description	Base Amount
06/30/2020	06/30/2020	Money Market Funds	0.00	94975P405	GVIXX	WELLSFARGO:GOVT MM I	31.87
06/30/2020	06/30/2020	Money Market Funds	0.00	94975P405	GVIXX	WELLSFARGO:GOVT MM I	31.87

Settled

Entry Date	Settle Date	Transaction Type	Base Current Units	Identifier	Ticker	Description	Base Amount
04/01/2020	04/01/2020	Buy	751,290.76	94975P405	GVIXX	WELLSFARGO:GOVT MM I	-751,290.76
04/01/2020	04/01/2020	Sell	-746,731.18	94975P405	GVIXX	WELLSFARGO:GOVT MM I	746,731.18
04/02/2020	04/02/2020	Buy	2,700,000.00	94975P405	GVIXX	WELLSFARGO:GOVT MM I	-2,700,000.00
04/02/2020	04/02/2020	Sell	-1,995,755.56	94975P405	GVIXX	WELLSFARGO:GOVT MM I	1,995,755.56
04/03/2020	04/03/2020	Sell	-998,923.61	94975P405	GVIXX	WELLSFARGO:GOVT MM I	998,923.61
04/06/2020	04/06/2020	Buy	1,000,000.00	94975P405	GVIXX	WELLSFARGO:GOVT MM I	-1,000,000.00
04/07/2020	04/07/2020	Buy	3,840.00	94975P405	GVIXX	WELLSFARGO:GOVT MM I	-3,840.00
04/07/2020	04/07/2020	Buy	400,000.00	94975P405	GVIXX	WELLSFARGO:GOVT MM I	-400,000.00
04/08/2020	04/08/2020	Sell	-744,225.00	94975P405	GVIXX	WELLSFARGO:GOVT MM I	744,225.00
04/08/2020	04/08/2020	Sell	-999,016.67	94975P405	GVIXX	WELLSFARGO:GOVT MM I	999,016.67
04/15/2020	04/15/2020	Buy	0.99	94975P405	GVIXX	WELLSFARGO:GOVT MM I	-0.99
04/15/2020	04/15/2020	Buy	960,302.49	94975P405	GVIXX	WELLSFARGO:GOVT MM I	-960,302.49
04/20/2020	04/20/2020	Sell	-717,834.62	94975P405	GVIXX	WELLSFARGO:GOVT MM I	717,834.62
04/21/2020	04/21/2020	Buy	3,790.02	94975P405	GVIXX	WELLSFARGO:GOVT MM I	-3,790.02
04/24/2020	04/24/2020	Sell	-191,262.84	94975P405	GVIXX	WELLSFARGO:GOVT MM I	191,262.84
04/24/2020	04/24/2020	Sell	-15,224.03	94975P405	GVIXX	WELLSFARGO:GOVT MM I	15,224.03
04/27/2020	04/27/2020	Buy	27,898.32	94975P405	GVIXX	WELLSFARGO:GOVT MM I	-27,898.32
04/27/2020	04/27/2020	Buy	68,067.28	94975P405	GVIXX	WELLSFARGO:GOVT MM I	-68,067.28
04/29/2020	04/29/2020	Buy	7,331.25	94975P405	GVIXX	WELLSFARGO:GOVT MM I	-7,331.25
04/30/2020	04/30/2020	Sell	-272,292.00	94975P405	GVIXX	WELLSFARGO:GOVT MM I	272,292.00
04/30/2020	04/30/2020	Money Market Funds	0.00	94975P405	GVIXX	WELLSFARGO:GOVT MM I	174.71
05/01/2020	05/01/2020	Buy	710,849.71	94975P405	GVIXX	WELLSFARGO:GOVT MM I	-710,849.71
05/04/2020	05/04/2020	Buy	1,500,000.00	94975P405	GVIXX	WELLSFARGO:GOVT MM I	-1,500,000.00
05/05/2020	05/05/2020	Buy	3,564.38	94975P405	GVIXX	WELLSFARGO:GOVT MM I	-3,564.38
05/06/2020	05/06/2020	Sell	-550,000.00	94975P405	GVIXX	WELLSFARGO:GOVT MM I	550,000.00
05/11/2020	05/11/2020	Buy	760,781.25	94975P405	GVIXX	WELLSFARGO:GOVT MM I	-760,781.25
05/11/2020	05/11/2020	Buy	10,625.00	94975P405	GVIXX	WELLSFARGO:GOVT MM I	-10,625.00
05/12/2020	05/12/2020	Sell	-785,000.00	94975P405	GVIXX	WELLSFARGO:GOVT MM I	785,000.00
05/15/2020	05/15/2020	Buy	594,813.74	94975P405	GVIXX	WELLSFARGO:GOVT MM I	-594,813.74
05/18/2020	05/18/2020	Buy	4,121.64	94975P405	GVIXX	WELLSFARGO:GOVT MM I	-4,121.64
05/18/2020	05/18/2020	Buy	35,755.62	94975P405	GVIXX	WELLSFARGO:GOVT MM I	-35,755.62
05/19/2020	05/19/2020	Sell	-749,565.00	94975P405	GVIXX	WELLSFARGO:GOVT MM I	749,565.00

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MMF Transaction Detail

US Dollar

01 April 2020 to 30 June 2020

WC-Contra Costa County

Account: XXX235

Investment Strategy: Short Duration Fixed Income

Primary Benchmark: ICE BofA US 6-Month Treasury Bill Index

Entry Date	Settle Date	Transaction Type	Base Current Units	Identifier	Ticker	Description	Base Amount
05/19/2020	05/19/2020	Sell	-12,475.00	94975P405	GVIXX	WELLSFARGO:GOVT MM I	12,475.00
05/19/2020	05/19/2020	Buy	3,489.90	94975P405	GVIXX	WELLSFARGO:GOVT MM I	-3,489.90
05/20/2020	05/20/2020	Buy	34,868.45	94975P405	GVIXX	WELLSFARGO:GOVT MM I	-34,868.45
05/21/2020	05/21/2020	Buy	753,528.00	94975P405	GVIXX	WELLSFARGO:GOVT MM I	-753,528.00
05/26/2020	05/26/2020	Buy	64,666.19	94975P405	GVIXX	WELLSFARGO:GOVT MM I	-64,666.19
05/26/2020	05/26/2020	Buy	2,540.94	94975P405	GVIXX	WELLSFARGO:GOVT MM I	-2,540.94
05/26/2020	05/26/2020	Buy	500,000.00	94975P405	GVIXX	WELLSFARGO:GOVT MM I	-500,000.00
05/26/2020	05/26/2020	Sell	-998,124.31	94975P405	GVIXX	WELLSFARGO:GOVT MM I	998,124.31
05/28/2020	05/28/2020	Sell	-998,342.78	94975P405	GVIXX	WELLSFARGO:GOVT MM I	998,342.78
05/29/2020	05/29/2020	Money Market Funds	0.00	94975P405	GVIXX	WELLSFARGO:GOVT MM I	162.43
06/01/2020	06/01/2020	Sell	-1,167,570.67	94975P405	GVIXX	WELLSFARGO:GOVT MM I	1,167,570.67
06/02/2020	06/02/2020	Sell	-300,000.00	94975P405	GVIXX	WELLSFARGO:GOVT MM I	300,000.00
06/11/2020	06/11/2020	Buy	11,250.00	94975P405	GVIXX	WELLSFARGO:GOVT MM I	-11,250.00
06/15/2020	06/15/2020	Buy	864,478.16	94975P405	GVIXX	WELLSFARGO:GOVT MM I	-864,478.16
06/18/2020	06/18/2020	Sell	-649,913.04	94975P405	GVIXX	WELLSFARGO:GOVT MM I	649,913.04
06/22/2020	06/22/2020	Buy	1,041,890.64	94975P405	GVIXX	WELLSFARGO:GOVT MM I	-1,041,890.64
06/23/2020	06/23/2020	Buy	2,209.51	94975P405	GVIXX	WELLSFARGO:GOVT MM I	-2,209.51
06/23/2020	06/23/2020	Buy	3,054.22	94975P405	GVIXX	WELLSFARGO:GOVT MM I	-3,054.22
06/23/2020	06/23/2020	Buy	300,000.00	94975P405	GVIXX	WELLSFARGO:GOVT MM I	-300,000.00
06/25/2020	06/25/2020	Buy	771,942.58	94975P405	GVIXX	WELLSFARGO:GOVT MM I	-771,942.58
06/25/2020	06/25/2020	Buy	64,440.95	94975P405	GVIXX	WELLSFARGO:GOVT MM I	-64,440.95
06/29/2020	06/29/2020	Sell	-1,441,726.19	94975P405	GVIXX	WELLSFARGO:GOVT MM I	1,441,726.19
06/30/2020	06/30/2020	Buy	5,625.00	94975P405	GVIXX	WELLSFARGO:GOVT MM I	-5,625.00
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Summary

Entry Date	Settle Date	Transaction Type	Base Current Units	Identifier	Ticker	Description	Base Amount
---	---	---	-366,965.51	94975P405	GVIXX	WELLSFARGO:GOVT MM I	367,334.52

* Grouped by: Status. * Groups Sorted by: Status. * Filtered By: Security Type = "MMFUND". * Showing transactions with Entry Date within selected date range. * Weighted by: Absolute Value of Base Principal. * MMF transactions are expanded.

* The Transaction Detail/Trading Activity reports provide our most up-to-date transactional details. As such, these reports are subject to change even after the other reports on the website have been locked down. While these reports can be useful tools in understanding recent activity, due to their dynamic nature we do not recommend using them for booking journal entries or reconciliation.

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Roll Forward

US Dollar

01 April 2020 to 30 June 2020

WC-Contra Costa County

Account: XXX235

Investment Strategy: Short Duration Fixed Income

Primary Benchmark: ICE BofA US 6-Month Treasury Bill Index

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Identifier, Description	Beginning Market Value + Accrued, Base Purchases	Base Sales, Base Maturities and Redemptions	Base Paydowns, Base Net Transferred Value	Base Amortization/ Accretion, Change In Accrued Balance	Net Realized Gain/ Loss, Base Change In Net Unrealized Gain/Loss	Base Change In Cash, Payables/Receivables, Ending Market Value + Accrued
94975P405 WELLSFARGO:GOVT MMI	1,344,463.22 13,978,266.99	-14,334,073.46 0.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00 988,656.75
CCYUSD Receivable	12,575.37 0.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00	-12,543.81 31.56
CCYUSD Cash	1,759.46 0.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00	-1,758.44 1.02
CCYUSD Payable	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00	-1,279,017.47 -1,279,017.47
58772RAB0 MBART 2018-1 A2A	436.70 0.00	0.00 0.00	-436.24 0.00	0.00 -0.53	0.00 0.06	0.00 0.00
92348XAB1 VZOT 2018-A A1B	789,258.90 0.00	0.00 0.00	0.00 0.00	0.00 -184.10	0.00 11,139.44	0.00 800,214.24
17325FAN8 CITIBANK NA	708,616.12 0.00	0.00 -700,000.00	0.00 0.00	-142.24 -8,895.83	0.00 421.95	0.00 0.00
369550BA5 GENERAL DYNAMICS CORP	252,967.64 0.00	0.00 -250,000.00	0.00 0.00	25.12 -2,795.14	0.00 -197.62	0.00 0.00
369550BA5 GENERAL DYNAMICS CORP	505,935.28 0.00	0.00 -500,000.00	0.00 0.00	-117.03 -5,590.28	0.00 -227.97	0.00 0.00
06050TML3 BANK OF AMERICA NA	491,729.61 0.00	0.00 -500,000.00	0.00 0.00	0.00 -1,044.61	0.00 9,315.00	0.00 0.00
69353RFD5 PNC BANK NA	680,615.94 0.00	0.00 -680,000.00	0.00 0.00	-51.70 -1,628.62	0.00 1,064.38	0.00 0.00
14913Q2J7 CATERPILLAR FINANCIAL SERVICES CORP	505,856.72 0.00	0.00 -500,000.00	0.00 0.00	-230.25 -5,572.22	0.00 -54.25	0.00 0.00
637432MU6 NATIONAL RURAL UTILITIES COOPERATIVE FINANCE CORP	704,861.53 0.00	0.00 -700,000.00	0.00 0.00	260.06 -4,843.61	0.00 -277.98	0.00 0.00
931142EF6 WALMART INC	699,172.38 0.00	0.00 -700,000.00	0.00 0.00	0.00 -216.15	0.00 1,043.76	0.00 0.00
3135G0D75 FEDERAL NATIONAL MORTGAGE ASSOCIATION	1,006,932.28 0.00	0.00 -1,000,000.00	0.00 0.00	1,104.11 -4,125.00	0.00 -3,911.39	0.00 0.00
17305EGB5 CCCIT 2017-A3 A3	403,672.00 0.00	0.00 0.00	-400,000.00 0.00	19.27 -3,712.00	0.00 20.73	0.00 0.00
89231AAD3 TAOT 2018-C A3	811,538.74 0.00	0.00 0.00	0.00 0.00	-1,158.24 0.00	0.00 6,988.80	0.00 817,369.30
58772TAC4 MBALT 2019-A A3	503,065.84 0.00	0.00 0.00	0.00 0.00	-693.25 0.00	0.00 3,161.10	0.00 505,533.69
912828XM7 UNITED STATES TREASURY	503,861.61 0.00	0.00 0.00	0.00 0.00	911.96 2,031.25	0.00 -2,812.96	0.00 503,991.86
69371RM78 PACCAR FINANCIAL CORP	698,523.47 0.00	0.00 0.00	0.00 0.00	-25.28 4,375.00	0.00 5,490.77	0.00 708,363.96
161571GX6 CHAIT 2015-4 A	850,014.77 0.00	0.00 0.00	-850,000.00 0.00	46.87 -695.11	0.00 633.47	0.00 0.00

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Roll Forward

US Dollar

01 April 2020 to 30 June 2020

WC-Contra Costa County

Account: XXX235

Investment Strategy: Short Duration Fixed Income

Primary Benchmark: ICE BofA US 6-Month Treasury Bill Index

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Identifier, Description	Beginning Market Value + Accrued, Base Purchases	Base Sales, Base Maturities and Redemptions	Base Paydowns, Base Net Transferred Value	Base Amortization/ Accretion, Change In Accrued Balance	Net Realized Gain/ Loss, Base Change In Net Unrealized Gain/Loss	Base Change In Cash, Payables/Receivables, Ending Market Value + Accrued
857477AS2 STATE STREET CORP	703,265.88 0.00	0.00 0.00	0.00 0.00	100.10 4,462.50	0.00 754.61	0.00 708,583.09
06406FAA1 BANK OF NEW YORK MELLON CORP	707,657.75 0.00	0.00 0.00	0.00 0.00	-1,028.65 -4,375.00	0.00 12,111.71	0.00 714,365.80
89236TCZ6 TOYOTA MOTOR CREDIT CORP	502,254.77 0.00	0.00 0.00	0.00 0.00	-140.30 -2,375.00	0.00 8,178.38	0.00 507,917.85
313370US5 FEDERAL HOME LOAN BANKS	1,013,221.06 0.00	0.00 0.00	0.00 0.00	-894.88 7,187.50	0.00 -5,529.23	0.00 1,013,984.45
3133EKR73 FEDERAL FARM CREDIT BANKS FUNDING CORP	999,825.17 0.00	0.00 0.00	0.00 0.00	0.00 -230.98	0.00 75.59	0.00 999,669.79
376087FW7 GILROY CALIF UNI SCH DIST	504,479.17 0.00	0.00 0.00	0.00 0.00	0.00 2,151.25	0.00 -30.00	0.00 506,600.42
912828S27 UNITED STATES TREASURY	1,015,577.41 0.00	0.00 0.00	0.00 0.00	1,247.86 -2,812.84	0.00 -4,567.86	0.00 1,009,444.57
912828Q78 UNITED STATES TREASURY	1,019,099.53 0.00	0.00 0.00	0.00 0.00	623.52 -3,462.96	0.00 -4,099.52	0.00 1,012,160.58
313378JP7 FEDERAL HOME LOAN BANKS	1,028,729.95 0.00	0.00 0.00	0.00 0.00	-1,737.39 5,937.50	0.00 -807.89	0.00 1,032,122.17
9128285G1 UNITED STATES TREASURY	1,027,982.48 0.00	0.00 0.00	0.00 0.00	-2,815.51 -7,240.73	0.00 -4,189.49	0.00 1,013,736.75
912828L99 UNITED STATES TREASURY	1,012,967.53 0.00	0.00 0.00	0.00 0.00	589.17 -3,462.96	0.00 -3,852.17	0.00 1,006,241.58
4581XOCD8 INTER-AMERICAN DEVELOPMENT BANK	1,017,930.03 0.00	0.00 0.00	0.00 0.00	-992.37 -5,312.50	0.00 -2,243.04	0.00 1,009,382.12
313312N97 FEDERAL FARM CREDIT BANKS FUNDING CORP	999,132.78 0.00	0.00 0.00	0.00 0.00	4,044.44 0.00	0.00 -3,800.55	0.00 999,376.67
796720MC1 SAN BERNARDINO CALIF CMNTY COLLEGE DIST	753,107.50 0.00	0.00 0.00	0.00 0.00	0.00 3,288.75	0.00 -150.00	0.00 756,246.25
808513AV7 CHARLES SCHWAB CORP	688,308.37 0.00	0.00 0.00	0.00 0.00	-157.03 -1,014.62	0.00 14,219.13	0.00 701,355.84
92826CAB8 VISA INC	682,055.55 0.00	0.00 0.00	0.00 0.00	595.05 -3,712.50	0.00 1,210.04	0.00 680,148.14
313312N30 FEDERAL FARM CREDIT BANKS FUNDING CORP	999,156.11 0.00	0.00 0.00	0.00 0.00	4,044.44 0.00	0.00 -3,795.55	0.00 999,405.00
30229AD63 Exxon Mobil Corporation	999,921.00 0.00	0.00 -1,000,000.00	0.00 0.00	223.61 0.00	0.00 -144.61	0.00 0.00
24422ETZ2 JOHN DEERE CAPITAL CORP	704,910.69 0.00	0.00 0.00	0.00 0.00	518.13 4,112.50	0.00 5,457.71	0.00 714,999.04
90331HPK3 US BANK NA	724,077.20 0.00	0.00 0.00	0.00 0.00	0.00 -1,019.69	0.00 28,661.96	0.00 751,719.48

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Roll Forward

US Dollar

01 April 2020 to 30 June 2020

WC-Contra Costa County

Account: XXX235

Investment Strategy: Short Duration Fixed Income

Primary Benchmark: ICE BofA US 6-Month Treasury Bill Index

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Identifier, Description	Beginning Market Value + Accrued, Base Purchases	Base Sales, Base Maturities and Redemptions	Base Paydowns, Base Net Transferred Value	Base Amortization/ Accretion, Change In Accrued Balance	Net Realized Gain/ Loss, Base Change In Net Unrealized Gain/Loss	Base Change In Cash, Payables/Receivables, Ending Market Value + Accrued
34531MADO FORDL 2020-A A3	580,645.86 0.00	0.00 0.00	0.00 0.00	3.80 30.32	0.00 19,563.02	0.00 600,243.00
36256UADO GMALT 2019-1 A3	804,731.72 0.00	0.00 0.00	0.00 0.00	-1,624.36 0.00	0.00 6,104.12	0.00 809,211.48
3130A1W95 FEDERAL HOME LOAN BANKS	1,028,903.72 0.00	0.00 0.00	0.00 0.00	-1,744.01 -5,625.00	0.00 -1,498.76	0.00 1,020,035.95
032556GM8 ANAHEIM CALIF HSG & PUB IMPT AUTH REV	634,955.11 0.00	0.00 0.00	0.00 0.00	0.00 2,594.03	0.00 132.30	0.00 637,681.43
63763PD22 National Securities Clearing Corporation	699,997.12 0.00	0.00 -700,000.00	0.00 0.00	31.11 0.00	0.00 -28.23	0.00 0.00
313384VB2 FEDERAL HOME LOAN BANKS	999,998.06 0.00	0.00 -1,000,000.00	0.00 0.00	43.47 0.00	0.00 -41.53	0.00 0.00
9128286D7 UNITED STATES TREASURY	512,063.46 0.00	0.00 0.00	0.00 0.00	-181.20 3,091.03	0.00 -3,158.80	0.00 511,814.49
38346LD29 Gotham Funding Corporation	1,000,007.28 0.00	0.00 -1,000,000.00	0.00 0.00	39.44 0.00	0.00 -46.72	0.00 0.00
13017HAF3 CALIFORNIA EARTHQUAKE AUTH REV	1,001,315.56 0.00	0.00 0.00	0.00 0.00	0.00 3,250.00	0.00 -810.00	0.00 1,003,755.56
46625HNX4 JPMORGAN CHASE & CO	581,193.66 0.00	0.00 0.00	0.00 0.00	-1,804.04 -3,665.63	0.00 4,734.02	0.00 580,458.01
53127TD18 Liberty Street Funding LLC	749,984.11 0.00	0.00 -750,000.00	0.00 0.00	0.00 0.00	0.00 15.89	0.00 0.00
313385DF0 FEDERAL HOME LOAN BANKS	998,338.00 0.00	0.00 0.00	0.00 0.00	1,011.11 0.00	0.00 -582.11	0.00 998,767.00
89233GDT0 Toyota Motor Credit Corporation	749,343.56 0.00	0.00 -750,000.00	0.00 0.00	1,245.83 0.00	0.00 -589.39	0.00 0.00
3137BAHA3 FHMS K-715 A2	884,238.87 0.00	0.00 0.00	-39,674.79 0.00	-1,512.46 -94.43	0.00 572.59	0.00 843,529.79
67983TE44 Old Line Funding, LLC	499,324.72 0.00	0.00 -500,000.00	0.00 0.00	641.67 0.00	0.00 33.61	0.00 0.00
912828C57 UNITED STATES TREASURY	1,021,233.48 0.00	0.00 0.00	0.00 0.00	-995.08 5,594.26	0.00 -4,629.92	0.00 1,021,202.74
92512LEM9 Versailles Commercial Paper LLC	0.00 748,489.58	0.00 -750,000.00	0.00 0.00	1,510.42 0.00	0.00 0.00	0.00 0.00
313313DU9 FEDERAL FARM CREDIT BANKS FUNDING CORP	0.00 996,966.67	0.00 0.00	0.00 0.00	750.00 0.00	0.00 989.44	0.00 998,706.11
38346LE44 Gotham Funding Corporation	0.00 998,923.61	0.00 -1,000,000.00	0.00 0.00	1,076.39 0.00	0.00 0.00	0.00 0.00
313312N55 FEDERAL FARM CREDIT BANKS FUNDING CORP	0.00 998,788.89	0.00 0.00	0.00 0.00	500.00 0.00	0.00 106.67	0.00 999,395.56
50000DEK8 Koch Industries, Inc.	0.00 748,975.00	0.00 -750,000.00	0.00 0.00	1,025.00 0.00	0.00 0.00	0.00 0.00

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Roll Forward

US Dollar

01 April 2020 to 30 June 2020

WC-Contra Costa County

Account: XXX235

Investment Strategy: Short Duration Fixed Income

Primary Benchmark: ICE BofA US 6-Month Treasury Bill Index

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Identifier, Description	Beginning Market Value + Accrued, Base Purchases	Base Sales, Base Maturities and Redemptions	Base Paydowns, Base Net Transferred Value	Base Amortization/ Accretion, Change In Accrued Balance	Net Realized Gain/ Loss, Base Change In Net Unrealized Gain/Loss	Base Change In Cash, Payables/Receivables, Ending Market Value + Accrued
313312J27 FEDERAL FARM CREDIT BANKS FUNDING CORP	0.00 999,016.67	0.00 0.00	0.00 0.00	466.67 0.00	0.00 129.16	0.00 999,612.50
34153P7G7 FLORIDA ST BRD ED PUB ED	0.00 784,507.50	0.00 0.00	0.00 0.00	-6,104.52 3,125.00	0.00 4,379.52	0.00 785,907.50
44932HAF0 IBM CREDIT LLC	0.00 748,807.50	0.00 0.00	0.00 0.00	272.93 832.29	0.00 1,570.50	0.00 751,483.23
797508GZ5 SAN DIEGUITO CALIF UN HIGH SCH DIST	0.00 250,000.00	0.00 0.00	0.00 0.00	0.00 362.74	0.00 85.00	0.00 250,447.74
544647BY5 LOS ANGELES CALIF UNI SCH DIST	0.00 300,417.00	0.00 0.00	0.00 0.00	-417.00 1,207.29	0.00 0.00	0.00 301,207.29
786089JA1 SACRAMENTO CALIF WTR REV	0.00 550,000.00	0.00 0.00	0.00 0.00	0.00 1,232.69	0.00 3,954.50	0.00 555,187.19
799055QQ4 SAN MATEO FOSTER CITY CALIF SCH DIST	0.00 500,000.00	0.00 0.00	0.00 0.00	0.00 619.50	0.00 1,365.00	0.00 501,984.50
799055QP6 SAN MATEO FOSTER CITY CALIF SCH DIST	0.00 425,000.00	0.00 0.00	0.00 0.00	0.00 476.99	0.00 68.00	0.00 425,544.99
9523472B7 WEST CONTRA COSTA CALIF UNI SCH DIST	0.00 535,000.00	0.00 0.00	0.00 0.00	0.00 935.00	0.00 2,739.20	0.00 538,674.20
542424WH5 LONG BEACH CALIF HBR REV	0.00 517,475.00	0.00 0.00	0.00 0.00	-1,780.63 2,333.33	0.00 1,575.63	0.00 519,603.33
378460YA1 GLENDALE CALIF UNI SCH DIST	0.00 150,000.00	0.00 0.00	0.00 0.00	0.00 111.29	0.00 306.00	0.00 150,417.29
378460XZ7 GLENDALE CALIF UNI SCH DIST	0.00 150,000.00	0.00 0.00	0.00 0.00	0.00 99.20	0.00 40.50	0.00 150,139.70
50000DHE9 Koch Industries, Inc.	0.00 749,565.00	0.00 0.00	0.00 0.00	215.00 0.00	0.00 107.50	0.00 749,887.50
313385GB6 FEDERAL HOME LOAN BANKS	0.00 998,124.31	0.00 0.00	0.00 0.00	185.00 0.00	0.00 228.47	0.00 998,537.78
09247XAH4 BLACKROCK INC	0.00 467,374.50	0.00 0.00	0.00 0.00	-1,460.04 1,965.63	0.00 -861.80	0.00 467,018.29
313313EA2 FEDERAL FARM CREDIT BANKS FUNDING CORP	0.00 998,342.78	0.00 0.00	0.00 0.00	179.44 0.00	0.00 155.56	0.00 998,677.78
86787EBE6 TRUIST BANK	0.00 728,287.00	0.00 0.00	0.00 0.00	-1,238.85 2,395.56	0.00 1,427.95	0.00 730,871.66
283062DH7 EL DORADO CALIF IRR DIST REV	0.00 400,000.00	0.00 0.00	0.00 0.00	0.00 47.91	0.00 0.00	0.00 400,047.91
02582JH4 AMXCA 2018-8 A	0.00 688,015.23	0.00 0.00	0.00 0.00	-659.03 939.87	0.00 465.13	0.00 688,761.20
69353REY0 PNC BANK NA	0.00 720,391.00	0.00 0.00	0.00 0.00	-81.89 1,090.83	0.00 -142.81	0.00 721,257.13
06051GHH5 BANK OF AMERICA CORP	0.00 717,486.00	0.00 0.00	0.00 0.00	-108.61 2,993.59	0.00 -346.39	0.00 720,024.59

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Roll Forward

US Dollar

01 April 2020 to 30 June 2020

WC-Contra Costa County

Account: XXX235

Investment Strategy: Short Duration Fixed Income

Primary Benchmark: ICE BofA US 6-Month Treasury Bill Index

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Identifier, Description	Beginning Market Value + Accrued, Base Purchases	Base Sales, Base Maturities and Redemptions	Base Paydowns, Base Net Transferred Value	Base Amortization/ Accretion, Change In Accrued Balance	Net Realized Gain/ Loss, Base Change In Net Unrealized Gain/Loss	Base Change In Cash, Payables/Receivables, Ending Market Value + Accrued
17325FAQ1 CITIBANK NA	0.00 721,000.00	0.00 0.00	0.00 0.00	0.00 10,445.56	0.00 -124.54	0.00 731,321.01
14913Q2W8 CATERPILLAR FINANCIAL SERVICES CORP	0.00 545,839.10	0.00 0.00	0.00 0.00	0.00 1,732.81	0.00 -173.41	0.00 547,398.50
14042WAB6 COPAR 2019-1 A2	470,036.24 0.00	0.00 0.00	-147,905.61 0.00	10.33 -169.60	0.00 1,419.07	0.00 323,390.43
65478GAD2 NAROT 2017-B A3	126,233.34 0.00	0.00 0.00	-46,637.88 0.00	342.65 -36.27	0.00 -229.88	0.00 79,671.96
65478GAD2 NAROT 2017-B A3	189,350.01 0.00	0.00 0.00	-69,956.82 0.00	465.49 -54.41	0.00 -296.33	0.00 119,507.93
65478BAD3 NALT 2018-A A3	501,270.02 0.00	0.00 0.00	-55,088.97 0.00	2,366.09 -79.57	0.00 372.04	0.00 448,839.62
92868LAB7 VALET 2018-1 A2A	116,944.31 0.00	0.00 0.00	-114,706.79 0.00	0.11 -98.49	0.00 78.05	0.00 2,217.19
05588CAB8 BMWOT 2019-A A2	768,916.91 0.00	0.00 0.00	-192,017.68 0.00	4.55 -65.61	0.00 1,610.23	0.00 578,448.41
43814WAB1 HAROT 2019-1 A2	310,433.29 0.00	0.00 0.00	-112,507.66 0.00	891.28 -111.73	0.01 886.83	0.00 199,592.01
45866FAC8 INTERCONTINENTAL EXCHANGE INC	761,960.00 0.00	0.00 -756,300.00	0.00 0.00	-1,433.88 -6,875.00	4,123.88 -1,475.00	0.00 0.00
---	44,570,935.92	-14,334,073.46	-2,028,932.44	-3,698.20	4,123.90	-1,293,319.72
---	32,115,059.33	-14,486,300.00	0.00	-10,145.73	109,436.38	44,643,085.98

* Weighted by: Ending Base Market Value + Accrued. * Holdings Displayed by: Lot.

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Shock Analysis

US Dollar

01 April 2020 to 30 June 2020

WC-Contra Costa County

Account: XXX235

Investment Strategy: Short Duration Fixed Income

Primary Benchmark: ICE BofA US 6-Month Treasury Bill Index



Identifier, Description	Security Type	Base Market Value	Book Yield, Yield	Duration	-50 Basis Point Shock, -100 Basis Point Shock, -200 Basis Point Shock	50 Basis Point Shock, 100 Basis Point Shock, 200 Basis Point Shock
02582JH4 AMXCA 2018-8 A	ABS	687,821.34	0.38 0.33	1.19	690,543.74 690,543.74 690,543.74	683,746.17 679,671.34 671,522.72
032556GM8 ANAHEIM CALIF HSG & PUB IMPT AUTH REV	MUNI	634,309.20	1.65 1.09	1.24	638,232.58 642,156.30 642,870.46	630,386.17 626,463.49 618,619.18
05588CAB8 BMWOT 2019-A A2	ABS	578,252.14	2.06 0.16	0.35	578,567.87 578,567.87 578,567.87	577,240.22 576,228.34 574,204.72
06051GHH5 BANK OF AMERICA CORP	CORP	717,031.00	0.66 0.72	0.86	720,107.67 721,467.95 721,467.95	713,955.55 710,881.31 704,736.50
06406FAA1 BANK OF NEW YORK MELLON CORP	CORP	710,671.36	1.90 0.34	0.70	712,375.28 712,375.28 712,375.28	708,187.63 705,704.05 700,737.31
09247XAH4 BLACKROCK INC	CORP	465,052.66	0.30 0.52	0.89	467,110.59 467,188.79 467,188.79	462,994.87 460,937.22 456,822.35
13017HAF3 CALIFORNIA EARTHQUAKE AUTH REV	MUNI	1,000,000.00	1.30 1.30	0.01	1,000,030.00 1,000,060.00 1,000,078.06	999,970.00 999,940.00 999,880.00
14042WAB6 COPAR 2019-1 A2	ABS	323,022.26	2.60 0.42	0.28	323,402.14 323,402.14 323,402.14	322,570.04 322,117.83 321,213.47
14913Q2W8 CATERPILLAR FINANCIAL SERVICES CORP	CORP	545,665.69	0.34 0.38	0.87	547,469.71 547,469.71 547,469.71	543,292.13 540,918.73 536,172.42
17325FAQ1 CITIBANK NA	CORP	720,875.46	0.32 0.35	0.96	723,294.46 723,294.46 723,294.46	717,429.80 713,984.39 707,094.34
24422ETZ2 JOHN DEERE CAPITAL CORP	CORP	707,093.90	2.66 0.41	0.52	708,577.34 708,577.34 708,577.34	705,262.57 703,431.33 699,769.11
283062DH7 EL DORADO CALIF IRR DIST REV	MUNI	400,000.00	0.54 0.53	0.17	400,350.01 400,368.91 400,368.91	399,650.01 399,300.02 398,600.08
3130A1W95 FEDERAL HOME LOAN BANKS	AGCY BOND	1,018,785.95	1.54 0.26	0.94	1,021,304.64 1,021,304.64 1,021,304.64	1,013,997.83 1,009,210.08 999,635.63
313312J27 FEDERAL FARM CREDIT BANKS FUNDING CORP	AGCY DISC	999,612.50	0.20 0.15	0.26	999,992.71 999,992.71 999,992.71	998,328.02 997,043.60 994,474.89
313312N30 FEDERAL FARM CREDIT BANKS FUNDING CORP	AGCY DISC	999,405.00	1.62 0.17	0.35	999,991.09 999,991.09 999,991.09	997,671.07 995,937.21 992,469.73
313312N55 FEDERAL FARM CREDIT BANKS FUNDING CORP	AGCY DISC	999,395.56	0.20 0.17	0.35	999,990.08 999,990.08 999,990.08	997,636.66 995,877.84 992,360.41

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Shock Analysis

US Dollar

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Account: XXX235

Investment Strategy: Short Duration Fixed Income

Primary Benchmark: ICE BofA US 6-Month Treasury Bill Index

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Identifier, Description	Security Type	Base Market Value	Book Yield, Yield	Duration	-50 Basis Point Shock, -100 Basis Point Shock, -200 Basis Point Shock	50 Basis Point Shock, 100 Basis Point Shock, 200 Basis Point Shock
313312N97 FEDERAL FARM CREDIT BANKS FUNDING CORP	AGCY DISC	999,376.67	1.62 0.17	0.36	999,989.76 999,989.76 999,989.76	997,562.84 995,749.08 992,121.80
313313DU9 FEDERAL FARM CREDIT BANKS FUNDING CORP	AGCY DISC	998,706.11	0.30 0.17	0.75	999,996.17 999,996.17 999,996.17	994,956.08 991,206.28 983,707.34
313313EA2 FEDERAL FARM CREDIT BANKS FUNDING CORP	AGCY DISC	998,677.78	0.19 0.17	0.77	999,997.01 999,997.01 999,997.01	994,842.98 991,008.43 983,340.09
313370US5 FEDERAL HOME LOAN BANKS	AGCY BOND	1,005,199.73	2.51 0.23	0.20	1,005,669.81 1,005,669.81 1,005,669.81	1,004,199.57 1,003,199.43 1,001,199.24
313378JP7 FEDERAL HOME LOAN BANKS	AGCY BOND	1,024,799.25	1.66 0.29	1.18	1,028,345.53 1,028,345.53 1,028,345.53	1,018,768.56 1,012,738.39 1,000,679.57
313385DF0 FEDERAL HOME LOAN BANKS	AGCY DISC	998,767.00	0.40 0.17	0.72	999,982.71 999,982.71 999,982.71	995,191.53 991,616.28 984,466.45
313385GB6 FEDERAL HOME LOAN BANKS	AGCY DISC	998,537.78	0.19 0.17	0.91	1,000,093.82 1,000,093.82 1,000,093.82	994,014.40 989,491.03 980,444.28
3133EKR73 FEDERAL FARM CREDIT BANKS FUNDING CORP	AGCY BOND	999,601.98	0.31 0.28	0.28	1,000,379.24 1,000,379.24 1,000,379.24	998,208.96 996,828.78 994,106.97
3137BAHA3 FHMS K-715 A2	FHLMC	841,544.60	1.77 0.57	0.47	843,522.28 843,791.26 843,791.26	839,567.02 837,589.55 833,634.92
34153P7G7 FLORIDA ST BRD ED PUB ED	MUNI	782,782.50	0.84 0.29	0.90	784,825.35 784,825.35 784,825.35	779,248.36 775,714.48 768,647.48
34531MADO FORDL 2020-A A3	ABS	599,757.89	1.86 0.62	1.33	603,737.47 604,676.71 604,676.71	595,778.69 591,799.85 583,843.32
36256UADO GMALT 2019-1 A3	ABS	808,483.04	1.35 0.60	0.44	810,273.87 810,632.05 810,632.05	806,692.29 804,901.62 801,320.53
376087FW7 GILROY CALIF UNI SCH DIST	MUNI	503,015.00	1.72 1.16	1.07	505,708.75 508,402.72 509,248.67	500,321.46 497,628.14 492,242.13
378460XZ7 GLENDALE CALIF UNI SCH DIST	MUNI	150,040.50	0.82 0.65	0.17	150,171.79 150,211.70 150,211.70	149,909.22 149,777.94 149,515.39
378460YA1 GLENDALE CALIF UNI SCH DIST	MUNI	150,306.00	0.92 0.74	1.17	151,182.32 151,608.24 151,608.24	149,429.75 148,553.57 146,801.44
43814WAB1 HAROT 2019-1 A2	ABS	199,395.03	4.17 0.16	0.20	199,458.83 199,458.83 199,458.83	199,195.64 198,996.26 198,597.53

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Shock Analysis

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Investment Strategy: Short Duration Fixed Income

Primary Benchmark: ICE BofA US 6-Month Treasury Bill Index

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Identifier, Description	Security Type	Base Market Value	Book Yield, Yield	Duration	-50 Basis Point Shock, -100 Basis Point Shock, -200 Basis Point Shock	50 Basis Point Shock, 100 Basis Point Shock, 200 Basis Point Shock
44932HAF0 IBM CREDIT LLC	CORP	750,650.93	0.92 0.34	0.09	750,881.99 750,881.99 750,881.99	750,313.16 749,975.42 749,300.06
4581XOCD8 INTER-AMERICAN DEVELOPMENT BANK	SUPRANATIONAL	1,006,312.68	1.72 0.36	0.36	1,007,616.88 1,007,616.88 1,007,616.88	1,004,501.35 1,002,690.11 999,067.83
46625HMX4 JPMORGAN CHASE & CO	CORP	577,932.80	1.27 0.48	0.25	578,623.66 578,623.66 578,623.66	577,216.18 576,499.59 575,066.49
50000DHE9 Koch Industries, Inc.	CP	749,887.50	0.24 0.12	0.12	750,000.95 750,000.95 750,000.95	749,426.33 748,965.18 748,042.93
542424WH5 LONG BEACH CALIF HBR REV	MUNI	517,270.00	0.95 0.57	1.02	519,908.18 520,298.65 520,298.65	514,632.03 511,994.26 506,719.35
544647BY5 LOS ANGELES CALIF UNI SCH DIST	MUNI	300,000.00	1.55 2.37	0.01	300,007.50 300,015.00 300,030.00	299,992.50 299,985.00 299,970.00
58772TAC4 MBALT 2019-A A3	ABS	504,844.80	1.77 0.67	0.40	505,846.94 506,193.70 506,193.70	503,842.71 502,840.67 500,836.74
65478BAD3 NALT 2018-A A3	ABS	448,196.97	6.38 -0.05	0.23	448,196.97 448,196.97 448,196.97	447,692.76 447,188.57 446,180.26
65478GAD2 NAROT 2017-B A3	ABS	199,025.47	3.25 1.48	0.32	199,343.91 199,662.36 199,969.35	198,707.03 198,388.60 197,751.75
69353REY0 PNC BANK NA	CORP	720,166.30	0.40 0.42	1.34	724,232.24 724,232.24 724,232.24	715,337.81 710,509.77 700,855.04
69371RM78 PACCAR FINANCIAL CORP	CORP	701,704.23	2.48 0.50	0.12	702,135.79 702,137.52 702,137.52	701,272.69 700,841.17 699,978.18
786089JA1 SACRAMENTO CALIF WTR REV	MUNI	553,954.50	1.47 0.84	1.16	557,170.34 559,382.99 559,382.99	550,738.93 547,523.61 541,093.78
796720MC1 SAN BERNARDINO CALIF CMNTY COLLEGE DIST	MUNI	750,765.00	1.76 0.56	0.09	751,102.85 751,141.37 751,141.37	750,427.17 750,089.35 749,413.77
797508GZ5 SAN DIEGUITO CALIF UN HIGH SCH DIST	MUNI	250,085.00	1.07 0.66	0.09	250,197.54 250,233.78 250,233.78	249,972.46 249,859.94 249,634.90
799055QP6 SAN MATEO FOSTER CITY CALIF SCH DIST	MUNI	425,068.00	0.96 0.76	0.09	425,259.29 425,358.38 425,358.38	424,876.72 424,685.46 424,302.96
799055QQ4 SAN MATEO FOSTER CITY CALIF SCH DIST	MUNI	501,365.00	1.06 0.81	1.08	504,074.98 505,728.18 505,728.18	498,655.23 495,945.67 490,527.19

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Shock Analysis

US Dollar

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Investment Strategy: Short Duration Fixed Income

Primary Benchmark: ICE BofA US 6-Month Treasury Bill Index

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Identifier, Description	Security Type	Base Market Value	Book Yield, Yield	Duration	-50 Basis Point Shock, -100 Basis Point Shock, -200 Basis Point Shock	50 Basis Point Shock, 100 Basis Point Shock, 200 Basis Point Shock
808513AV7 CHARLES SCHWAB CORP	CORP	700,802.47	0.61 0.47	0.13	701,232.82 701,232.82 701,232.82	700,340.16 699,878.32 698,955.99
857477AS2 STATE STREET CORP	CORP	701,988.51	2.61 0.41	0.13	702,377.95 702,377.95 702,377.95	701,518.19 701,047.88 700,107.32
86787EBE6 TRUIST BANK	CORP	728,476.10	0.63 0.52	1.75	734,868.85 735,162.93 735,162.93	722,084.09 715,692.81 702,912.42
89231AAD3 TAOT 2018-C A3	ABS	816,295.52	1.86 1.59	0.68	819,062.85 821,830.37 825,096.28	813,528.37 810,761.40 805,228.02
89236TCZ6 TOYOTA MOTOR CREDIT CORP	CORP	505,727.58	1.78 0.41	0.77	507,321.57 507,321.57 507,321.57	503,793.23 501,859.01 497,990.95
90331HPK3 US BANK NA	CORP	749,812.83	1.29 0.46	0.03	749,922.51 749,922.51 749,922.51	749,692.90 749,573.04 749,333.55
9128285G1 UNITED STATES TREASURY	US GOV	1,008,893.00	1.72 0.21	0.34	1,009,608.27 1,009,608.27 1,009,608.27	1,007,198.10 1,005,503.27 1,002,113.84
9128286D7 UNITED STATES TREASURY	US GOV	507,636.50	2.35 0.21	0.66	508,343.44 508,343.44 508,343.44	505,961.35 504,286.30 500,936.51
912828C57 UNITED STATES TREASURY	US GOV	1,015,547.00	1.84 0.18	0.74	1,016,890.12 1,016,890.12 1,016,890.12	1,011,774.36 1,008,001.94 1,000,457.80
912828L99 UNITED STATES TREASURY	US GOV	1,003,925.00	1.61 0.20	0.34	1,004,596.27 1,004,596.27 1,004,596.27	1,002,238.44 1,000,551.96 997,179.23
912828Q78 UNITED STATES TREASURY	US GOV	1,009,844.00	1.63 0.19	0.83	1,011,455.84 1,011,455.84 1,011,455.84	1,005,668.43 1,001,493.15 993,143.40
912828S27 UNITED STATES TREASURY	US GOV	1,009,414.00	1.63 0.18	0.99	1,011,241.97 1,011,241.97 1,011,241.97	1,004,392.35 999,371.09 989,329.69
912828XM7 UNITED STATES TREASURY	US GOV	500,599.00	2.37 0.22	0.09	500,691.34 500,691.34 500,691.34	500,386.25 500,173.52 499,748.08
92348XAB1 VZOT 2018-A A1B	ABS	800,128.24	0.43 0.37	0.13	800,507.19 800,507.19 800,507.19	799,616.17 799,104.12 798,080.07
92826CAB8 VISA INC	CORP	679,446.89	2.56 0.42	0.38	680,531.03 680,531.03 680,531.03	678,159.37 676,871.89 674,297.09
92868LAB7 VALET 2018-1 A2A	ABS	2,215.29	2.83 0.50	0.05	2,215.89 2,215.89 2,215.89	2,214.69 2,214.09 2,212.89

The information contained in this report represents estimated trade date investment calculations. Certain calculations may not be available for all time periods. Please refer to your custody statement for official portfolio holdings and transactions. Note that certain accounting methods may cause differences between this investment report and your custody statement.

Shock Analysis

US Dollar

01 April 2020 to 30 June 2020

WC-Contra Costa County

Account: XXX235

Investment Strategy: Short Duration Fixed Income

Primary Benchmark: ICE BofA US 6-Month Treasury Bill Index



Identifier, Description	Security Type	Base Market Value	Book Yield, Yield	Duration	-50 Basis Point Shock, -100 Basis Point Shock, -200 Basis Point Shock	50 Basis Point Shock, 100 Basis Point Shock, 200 Basis Point Shock
94975P405 WELLSFARGO:GOVT MM I	MMFUND	988,656.75	2.54 0.30	0.00	988,656.75 988,656.75 988,656.75	988,656.75 988,656.75 988,656.75
9523472B7 WEST CONTRA COSTA CALIF UNI SCH DIST	MUNI	537,739.20	1.28 0.81	1.08	540,640.42 542,416.07 542,416.07	534,838.21 531,937.45 526,136.62
CCYUSD Receivable	CASH	31.56	0.00 0.00	0.00	31.56 31.56 31.56	31.56 31.56 31.56
CCYUSD Cash	CASH	1.02	0.00 0.00	0.00	1.02 1.02 1.02	1.02 1.02 1.02
CCYUSD Payable	CASH	-1,279,017.47	0.00 0.00	0.00	-1,279,017.47 -1,279,017.47 -1,279,017.47	-1,279,017.47 -1,279,017.47 -1,279,017.47
---	---	44,511,377.05	1.41	0.59	44,600,454.83	44,380,887.67
---			0.44		44,620,533.97	44,250,421.36
					44,625,700.03	43,989,557.89

* Weighted by: Ending Base Market Value + Accrued, except Book Yield by Base Book Value + Accrued.

*The shock analysis includes a yield floor of 0.



Account Statement - Transaction Summary

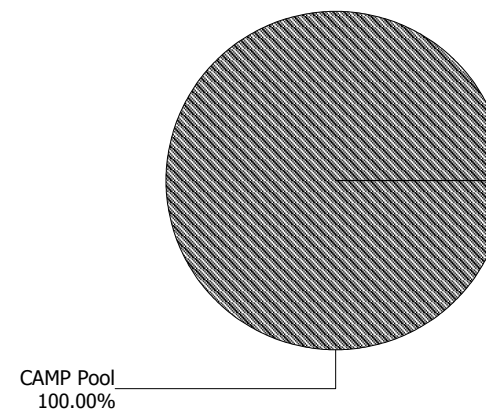
For the Month Ending **June 30, 2020**

Contra Costa County - Liquidity Fund - 4017-001

CAMP Pool	
Opening Market Value	145,208,799.60
Purchases	58,930.20
Redemptions	(110,000,000.00)
Unsettled Trades	0.00
Change in Value	0.00
Closing Market Value	\$35,267,729.80
Cash Dividends and Income	58,930.20

Asset Summary		
	June 30, 2020	May 31, 2020
CAMP Pool	35,267,729.80	145,208,799.60
Total	\$35,267,729.80	\$145,208,799.60

Asset Allocation	
CAMP Pool	100.00%





Account Statement

For the Month Ending **June 30, 2020**

Contra Costa County - Liquidity Fund - 4017-001

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Total Shares Owned
CAMP Pool					
Opening Balance					145,208,799.60
06/29/20	06/29/20	Redemption - Outgoing Wires	1.00	(45,000,000.00)	100,208,799.60
06/30/20	06/30/20	Redemption - Outgoing Wires	1.00	(65,000,000.00)	35,208,799.60
06/30/20	07/01/20	Accrual Income Div Reinvestment - Distributions	1.00	58,930.20	35,267,729.80
Closing Balance					35,267,729.80

	Month of June	Fiscal YTD January-June
Opening Balance	145,208,799.60	0.00
Purchases	58,930.20	145,267,729.80
Redemptions (Excl. Checks)	(110,000,000.00)	(110,000,000.00)
Check Disbursements	0.00	0.00
Closing Balance	35,267,729.80	35,267,729.80
Cash Dividends and Income	58,930.20	267,729.80

Closing Balance	35,267,729.80
Average Monthly Balance	140,044,097.27
Monthly Distribution Yield	0.51%



ACCOUNT NUMBER: 229842000
WEST CONTRA COSTA HEALTHCARE
DISTRICT DEPOSIT ACCOUNT 2019

DEPOSIT ACCOUNT

This statement is for the period from
June 1, 2020 to June 30, 2020

MARKET VALUE SUMMARY

	Current Period 06/01/20 to 06/30/20
Beginning Market Value	\$4,568,335.69
Contributions	200,000.00
Adjusted Market Value	\$4,768,335.69
Investment Results	
Interest, Dividends and Other Income	301.22
Total Investment Results	\$301.22
Ending Market Value	\$4,768,636.91





ACCOUNT NUMBER: 229842000
 WEST CONTRA COSTA HEALTHCARE
 DISTRICT DEPOSIT ACCOUNT 2019

DEPOSIT ACCOUNT

This statement is for the period from
 June 1, 2020 to June 30, 2020

ASSET DETAIL AS OF 06/30/20

Shares or Face Amount	Security Description	Market Value/ Price	Tax Cost/ Unit Cost	% of Total Yield at Market	Est Ann Inc
Cash Equivalents					
4,768,636.910	Federated Institutional Tax Free Cash Trust Premier Shares #73 60934N666	4,768,636.91 1.0000	4,768,636.91 1.00	100.0 .03	1,336.74
Total Cash Equivalents		\$4,768,636.91	\$4,768,636.91	100.0	\$1,336.74
Total Assets		\$4,768,636.91	\$4,768,636.91	100.0	\$1,336.74

ASSET DETAIL MESSAGES

Time of trade execution and trading party (if not disclosed) will be provided upon request.

Publicly traded assets are valued in accordance with market quotations or valuation methodologies from financial industry services believed by us to be reliable. Assets that are not publicly traded may be reflected at values from other external sources. Assets for which a current value is not available may be reflected at a previous value or as not valued, at par value, or at a nominal value. Values shown do not necessarily reflect prices at which assets could be bought or sold. Values are updated based on internal policy and may be updated less frequently than statement generation.

For further information, please contact your Analyst.

Yield at Market and Estimated Annual Income are estimates provided for informational purposes only and should not be relied on for making investment, trading, or tax decisions. The estimates may not represent the actual value earned by your investments and they provide no guarantee of what your investments may earn in the future.



ACCOUNT NUMBER: 229842000
WEST CONTRA COSTA HEALTHCARE
DISTRICT DEPOSIT ACCOUNT 2019

DEPOSIT ACCOUNT

This statement is for the period from
June 1, 2020 to June 30, 2020

CASH SUMMARY

	Income Cash	Principal Cash	Total Cash
Beginning Cash Balance as of 06/01/2020	\$.00	\$.00	\$.00
Taxable Dividends	301.22		301.22
Cash Receipts		200,000.00	200,000.00
Transfers	- 301.22	301.22	
Purchases		- 200,301.22	- 200,301.22
Ending Cash Balance as of 06/30/2020	\$0.00	\$0.00	\$0.00



**ACCOUNT NUMBER: 229842000**
WEST CONTRA COSTA HEALTHCARE
DISTRICT DEPOSIT ACCOUNT 2019**DEPOSIT ACCOUNT**This statement is for the period from
June 1, 2020 to June 30, 2020**TRANSACTION DETAIL**

Date Posted	Description	Income Cash	Principal Cash	Tax Cost
	Beginning Balance 06/01/2020	\$0.00	\$0.00	\$4,568,335.69
06/01/20	Dividend Earned On Federated Institutional Tax Free Dividend From 5/1/20 To 5/31/20 60934N666	301.22		
06/02/20	Cash Disbursement Transfer To Principal	- 301.22		
06/02/20	Cash Receipt Transfer From Income		301.22	
06/02/20	Purchased 301.22 Shares Of Federated Institutional Tax Free Trade Date 6/2/20 301.22 Shares At 1.00 USD 60934N666		- 301.22	301.22
06/05/20	Cash Receipt Receipt Of Funds Fed Ref# 07789 From West Contra Costa Healthcare District Kmlandr		200,000.00	
06/08/20	Purchased 200,000 Shares Of Federated Institutional Tax Free Trade Date 6/8/20 200,000 Shares At 1.00 USD 60934N666		- 200,000.00	200,000.00
	Ending Balance 06/30/2020	\$0.00	\$0.00	\$4,768,636.91

SECTION III

APPENDIX

B. INVESTMENT PORTFOLIO DETAIL – MANAGED BY OUTSIDE CONTRACTED PARTIES

B. 7. EAST BAY REGIONAL COMMUNICATIONS SYSTEM AUTHORITY (EBRCS)

EBRCS TRANSACTIONS*

For the Quarter Ending

June 30, 2020**FY 2019-2020**

FUND	BALANCE @	TJ/Date	TJ/Date	TJ/Date	TJ/Date	TJ/Date	TJ/Date	BALANCE @
NUMBER	03/31/20	TJ1045@6/30/2020						06/30/20
100300	1,602,439.52	-173,658.87						1,428,780.65
TOTALS	1,602,439.52	-173,658.87	0.00	0.00	0.00	0.00	0.00	1,428,780.65

* East Bay Regional Communications System Authority

EXHIBITS

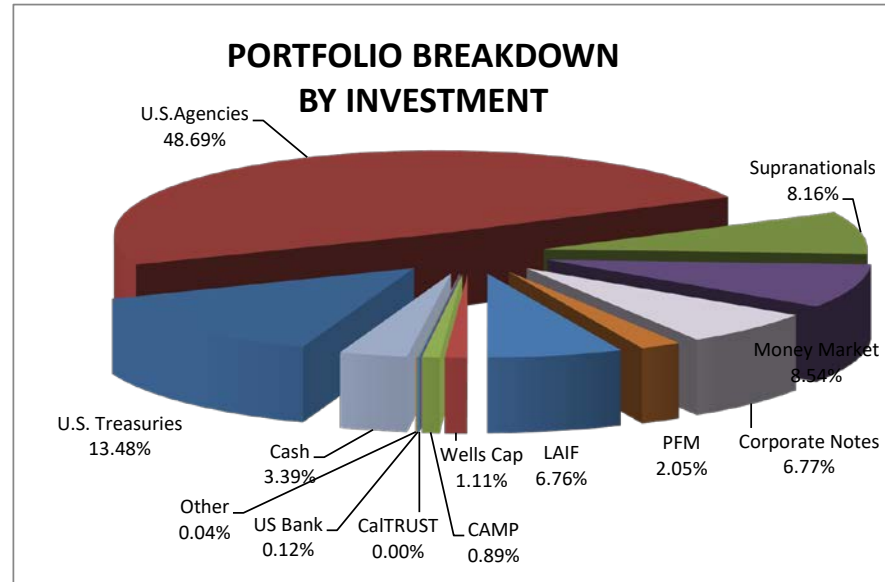
**CONTRA COSTA COUNTY
Portfolio Summary Report
AS OF JUNE 30, 2020**

Portfolio Characteristics

Par	\$3,980,596,638.00
Cost	\$3,973,515,227.17
Market Value	\$3,998,000,222.94
Weighted Yield to Maturity	0.88%
Weighted Average Days to Maturity	282
Weighted Duration	0.75 yr

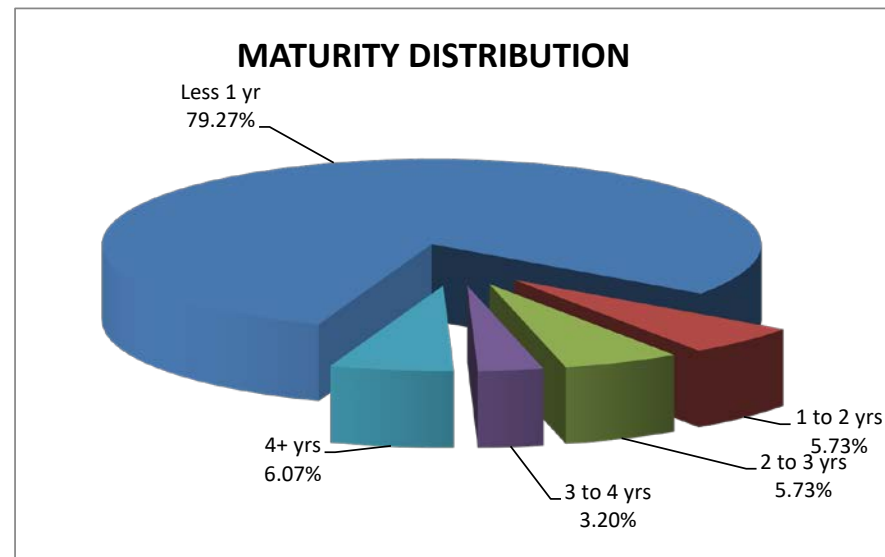
Portfolio Breakdown by Investment

Investments	Par Value	Percent of Total
U.S. Treasuries	\$536,558,000.00	13.48%
U.S.Agencies	1,938,162,217.39	48.69%
Supranationals	325,000,000.00	8.16%
Money Market	340,003,401.36	8.54%
Corporate Notes	269,637,000.00	6.77%
PFM	81,572,315.04	2.05%
LAIF	269,150,158.51	6.76%
Wells Cap	44,113,341.41	1.11%
CAMP	35,267,729.80	0.89%
CalTRUST	0.00	0.00%
US Bank	4,768,636.91	0.12%
Other	1,428,780.65	0.04%
Cash	134,935,056.93	3.39%
TOTAL*	\$3,980,596,638.00	100.00%**



Maturity Distribution

Time	Par Value	Percent of Total
Less 1 yr	\$3,155,494,431.97	79.27%
1 to 2 yrs	227,995,547.24	5.73%
2 to 3 yrs	228,164,489.09	5.73%
3 to 4 yrs	127,343,519.61	3.20%
4+ yrs	241,598,650.09	6.07%
TOTAL*	\$3,980,596,638.00	100.00%**



* Does not include the Futuris Public Entity Trust of the Contra Costa Community College District Retirement Board of Authority

** May or may not total to 100% due to rounding

**CONTRA COSTA COUNTY INVESTMENT POOL
PERFORMANCE SUMMARY
AS OF JUNE 30, 2020**

	<u>PAR</u>	³ <u>PERCENT OF</u>	<u>YTM</u>	<u>WEIGHTED</u> <u>AVERAGE DAYS TO</u> <u>MATURITY AT</u>	<u>DURATION</u>
	<u>(\$)</u>	<u>(%)</u>	<u>(%)</u>	<u>END-OF-QUARTER</u> <u>(day)</u>	<u>(year)</u>
A. Investments Managed by Treasurer's Office¹	\$3,409,360,618.75	85.68%	0.8490%	307	0.83 ²
B. Investments Managed by Outside Contractors³					
1. PFM	\$81,572,315.04	2.05%	1.9340%	750	1.69 ²
2. Local Agency Investment Fund	\$269,150,158.51	6.76%	1.4100%	1	0.00
3. Wells Capital Management	\$44,113,341.41	1.11%	0.4400%	292	0.59 ⁴
4. CAMP	\$35,267,729.80	0.89%	0.5100% ⁵	0	0.00
5. CalTRUST Liquidity Fund	\$0.00	0.00%	N/A ⁶	0	0.00
6. US Bank (Federated Tax Free Cash Fund)	\$4,768,636.91	0.12%	0.0100%	0	0.00
C. Cash	\$134,935,056.93	3.39%	0.16% ⁷	0	0.00

³Yield to Maturity on Portfolio at End-of-Quarter = 0.88%
³Weighted Average Days to Maturity on Portfolio at End-of-Quarter = 282
³ Weighted Duration (yr) at End-of-Quarter = 0.75

1. Excludes the funds managed by PFM.
 2. Data is provided by FIS.
 3. Excludes: Section B.7.a (EBRCS Bond) of the Investment Pool summary report and Futuris Public Entity Trust.
 4. Data provided by Wells Capital Management.
 5. Monthly Distribution Yield.
 6. 30 day SEC Yield.
 7. Wells Fargo Bank Average Earnings Credit Rate on Investable Balance for the quarter.
 LAIF is subject to a one day call of principal provision. CAMP, CalTRUST Liquidity Fund and Federated provide a same day liquidity provision.

CONTRA COSTA COUNTY INVESTMENT POOL

<u>TYPE</u>	<u>As of June 30, 2020</u>	<u>As of March 31, 2020</u>	<u>CHANGE IN VALUE</u>	
	<u>PAR VALUE</u>	<u>PAR VALUE</u>	<u>FROM PREV. QTR.</u>	<u>% CHANGE</u>
A. Investments Managed by Treasurer's Office				
1. U.S. Treasuries (STRIPS, Bills, Notes)	\$536,558,000.00	\$94,302,000.00	\$442,256,000.00	468.98%
2. U.S. Agencies				
Federal Home Loan Banks	1,095,911,217.39	410,756,000.00	685,155,217.39	166.80%
Federal National Mortgage Association	206,442,000.00	74,369,000.00	132,073,000.00	177.59%
Federal Farm Credit Banks	170,121,000.00	140,121,000.00	30,000,000.00	21.41%
Federal Home Loan Mortgage Corporation	465,688,000.00	101,085,000.00	364,603,000.00	360.69%
Subtotal	1,938,162,217.39	726,331,000.00	1,211,831,217.39	166.84%
3. Supranationals	325,000,000.00	340,000,000.00	(15,000,000.00)	-4.62%
4. Money Market Instruments				
Commercial Paper	250,000,000.00	934,680,000.00	(684,680,000.00)	-73.25%
Negotiable Certificates of Deposit	90,000,000.00	510,263,000.00	(420,263,000.00)	-82.36%
Time Deposit	3,401.36	3,397.22	4.14	0.12%
Subtotal	340,003,401.36	1,444,946,397.22	(1,104,942,995.86)	-76.47%
5. Corporate Notes	269,637,000.00	287,837,000.00	(18,200,000.00)	-6.32%
TOTAL (Section A)	3,409,360,618.75	2,893,416,397.22	515,944,221.53	17.83%
B. Investments Managed by Outside Contractors				
1. PFM	81,572,315.04	88,269,617.47	(6,697,302.43)	-7.59%
2. Local Agency Investment Fund	269,150,158.51	252,351,192.41	16,798,966.10	6.66%
3. Wells Capital Management	44,113,341.41	44,311,400.02	(198,058.61)	-0.45%
4. CAMP	35,267,729.80	120,023,818.22	(84,756,088.42)	100.00%
5. CalTRUST (Liquidity Fund)	0.00	129,610,805.75	(129,610,805.75)	-100.00%
6. US Bank (Federated Tax Free Cash)	4,768,636.91	4,853,799.24	(85,162.33)	0.00%
7. Other				
a. EBRCS Bond	1,428,780.65	1,602,439.52	(173,658.87)	-10.84%
TOTAL (Section B)	436,300,962.32	641,023,072.63	(204,722,110.31)	-31.94%
C. Cash	134,935,056.93	87,729,503.35	47,205,553.58	53.81%
* GRAND TOTAL (FOR A , B, & C)	\$3,980,596,638.00	\$3,622,168,973.20	\$358,427,664.80	9.90%

* Excludes the Futuris Public Entity Trust of the Contra Costa Community College District Retirement Board of Authority

CONTRA COSTA INVESTMENT POOL

Exhibit IV

INVESTMENTS MANAGED BY TREASURER'S OFFICE

QUARTERLY COUPON RATES, YIELD TO MATURITY

Fiscal Year		Quarter Ending			
		September	December	March	June
2019/20	Coupon Rate	2.1446%	1.8751%	1.5587%	0.8110%
	Yield to Maturity	2.2526%	1.9332%	1.6138%	0.8553%
2018/19	Coupon Rate	2.0195%	2.4143%	2.3996%	2.3203%
	Yield to Maturity	2.0983%	2.4912%	2.4951%	2.4161%
2017/18	Coupon Rate	1.3142%	1.3991%	1.6907%	1.9356%
	Yield to Maturity	1.3307%	1.4333%	1.7091%	1.9758%
2016/17	Coupon Rate	1.0063%	1.0436%	1.1392%	1.2330%
	Yield to Maturity	0.9760%	1.0418%	1.1420%	1.2552%
2015/16	Coupon Rate	0.6433%	0.7270%	0.8556%	0.9341%
	Yield to Maturity	0.5859%	0.6955%	0.8251%	0.9043%
2014/15	Coupon Rate	0.5437%	0.4624%	0.4912%	0.5309%
	Yield to Maturity	0.4605%	0.4185%	0.4379%	0.4894%
2013/14	Coupon Rate	0.6331%	0.4843%	0.4686%	0.4802%
	Yield to Maturity	0.4645%	0.3709%	0.3680%	0.3877%
2012/13	Coupon Rate	0.8304%	0.5568%	0.5829%	0.5838%
	Yield to Maturity	0.6012%	0.3947%	0.4243%	0.4229%
2011/12	Coupon Rate	0.8769%	0.8385%	0.8122%	0.7426%
	Yield to Maturity	0.6842%	0.6658%	0.6739%	0.6130%
2010/11	Coupon Rate	0.9802%	0.7132%	0.7326%	0.6982%
	Yield to Maturity	0.7494%	0.5866%	0.6133%	0.5612%

Source: All data is calculated by FIS.
 Yield to Maturity: YTM TR
 Excludes funds managed by PFM beginning 9/2018

CONTRA COSTA INVESTMENT POOL

Exhibit IV (a)

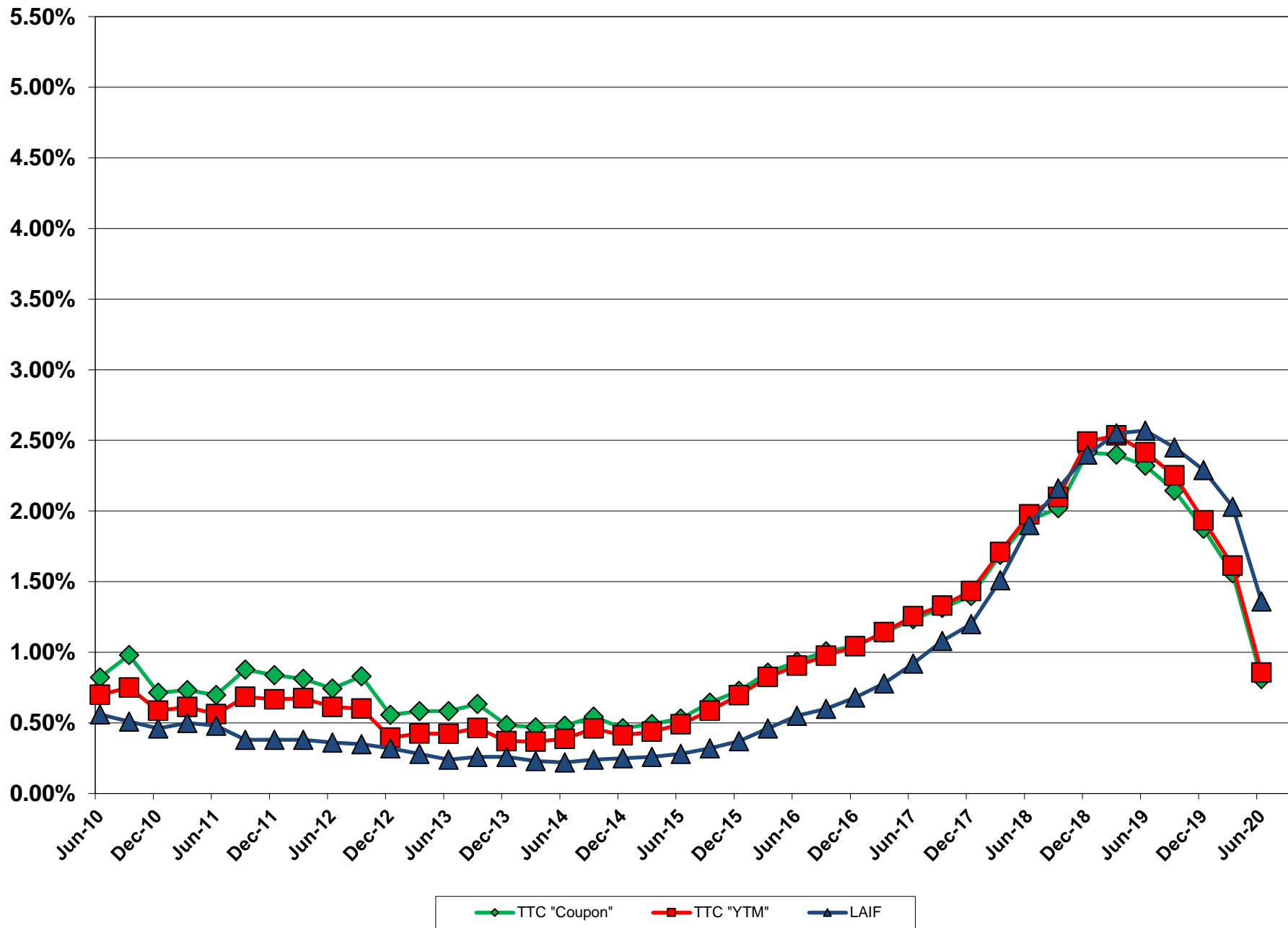
INVESTMENTS MANAGED BY OUTSIDE CONTRACTOR

LAIF QUARTERLY APPORTIONMENT RATES

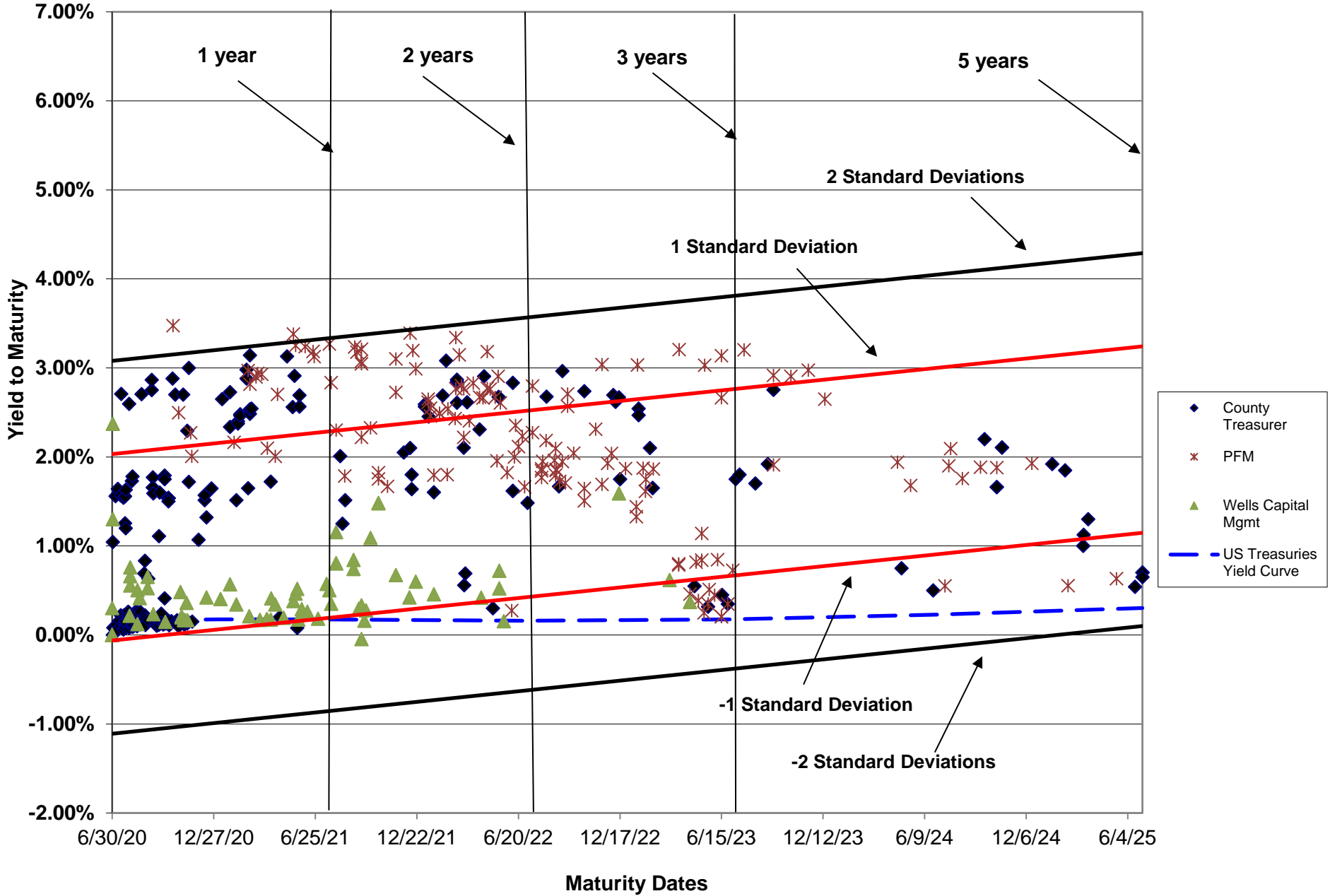
<u>Fiscal Year</u>		<u>Quarter Ending</u>			
		<u>September</u>	<u>December</u>	<u>March</u>	<u>June</u>
2019/20	Apportionment Rate	2.45%	2.29%	2.03%	1.36%
2018/19	Apportionment Rate	2.16%	2.40%	2.55%	2.57%
2017/18	Apportionment Rate	1.08%	1.20%	1.51%	1.90%
2016/17	Apportionment Rate	0.60%	0.68%	0.78%	0.92%
2015/16	Apportionment Rate	0.32%	0.37%	0.46%	0.55%
2014/15	Apportionment Rate	0.24%	0.25%	0.26%	0.28%
2013/14	Apportionment Rate	0.26%	0.26%	0.23%	0.22%
2012/13	Apportionment Rate	0.35%	0.32%	0.28%	0.24%
2011/12	Apportionment Rate	0.38%	0.38%	0.38%	0.36%
2010/11	Apportionment Rate	0.51%	0.46%	0.50%	0.48%

Contra Costa County Investment Pool

as of June 30, 2020



Risk Assessment as of 06/30/20



Risk Assessment

(Securities Greater Than or Less Than Two Standard Deviations)

As of June 30, 2020

<u>CUSIP</u>	<u>DESCRIPTION</u>	<u>PAR</u>	<u>COST</u>	<u>MARKET</u>	<u>COUPON (%)</u>	<u>MATURITY DATE</u>	<u>YTM (%)</u>
86565BPC9	CCCSIG YCD SUMITOMO B	750,000.00	748,980.00	738,981.88	3.39%	10/16/2020	3.48%
025816BU2	CCCSIG CORP AMERICAN	785,000.00	784,866.55	803,282.65	3.38%	5/17/2021	3.38%

CONTRA COSTA COUNTY INVESTMENT POOL

AVERAGE INFORMATION
April 1, 2020 through June 30, 2020

	AVERAGE DAILY BALANCE (PAR)	PERCENT OF PORTFOLIO	AVERAGE YTM	AVERAGE DAYS TO MATURITY AS A PERCENT OF PORTFOLIO	AVERAGE DAYS TO MATURITY FOR THE QUARTER
A. Investments Managed by Treasurer's Office¹	\$3,398,833,248.21	83.29%	0.9510%	228.77	275
B. Investments Managed by Outside Contractors²					
1. PFM	\$84,177,117.70	2.06%	2.0837%	14.90	722
2. Local Agency Investment Fund ³	\$267,185,609.35	6.55%	1.4093%	0.07	1
3. Wells Capital Management	\$44,158,051.16	1.08%	0.7057%	3.37	312
4. CAMP ⁴	\$137,122,406.75	3.36%	0.7200%	0.00	0
5. CalTRUST Liquidity Fund ⁴	\$45,355,301.46	1.11%	0.1950%	0.00	0
6. US Bank ⁴	\$4,748,460.93	0.12%	0.0333%	0.00	0
C. Cash⁵	\$99,201,363.67	2.43%	0.1137%	0.00	0
Total	<u>\$4,080,781,559.23</u>	100.00%			
			* Weighted Average YTM of Portfolio =	<u>0.96%</u>	<u>247</u>

Notes:

1. Excludes the funds managed by PFM.
2. Excludes: Section B.6.a (EBRCS Bond) of the Investment Pool Summary and Futuris Public Entity Trust.
3. LAIF is subject to a one day call of principal provision
4. CAMP, CalTRUST Liquidity Fund, and US Bank Federated Tax-Free Fund provide a same day liquidity provision. Investments in CAMP commenced in March 2020 without a full quarter information.
5. The average of Investable Balances and the average of Earnings Allowance Rates of all four banks, WFB, BofA, Bank of the West, and Mechanics.

**CONTRA COSTA COUNTY INVESTMENT POOL
SUMMARY OF POOL RATES AND BENCHMARKS
AS OF JUNE 30, 2020**

<u>Pool Rates:</u>	<u>YTM as of 6/30/20</u>	<u>Quarterly Ave.</u>	<u>Quarterly Average DTM</u>	
Total County Portfolio (w/ Cash)	0.88%	0.96%	262	*1
Investments Managed by Treasurer's Office	0.85%	0.95%	275	
PFM	1.93%	2.08%	722	
Wells Capital Management	0.44%	0.71%	312	
CAMP	0.51%	0.72%	53	*3
CalTRUST Liquidity Fund	N/A	0.20%	34	*3
US Bank (Federated)	0.01%	0.03%	6	*3
	<u>Quarterly Apportionment Rate</u>	<u>PMIA Ave. Effective Yield</u>		
Local Agency Investment Fund (LAIF)	1.36%	1.22%	191	*2
		<u>4/1/20 - 6/30/20</u>		
<u>Benchmarks:</u>	<u>6/30/20</u>	<u>High</u>	<u>Ave.</u>	<u>Low</u>
Federal Fund Rates Index	0.0800%	0.0800%	0.0548%	0.0200%
Six Month Treasury Bill	0.1375%	0.2387%	0.1438%	0.1025%
Six Month LIBOR	0.3693%	1.2383%	0.6993%	0.3614%
Vanguard Prime Money Mkt Fund ^{*4}	0.1200%			

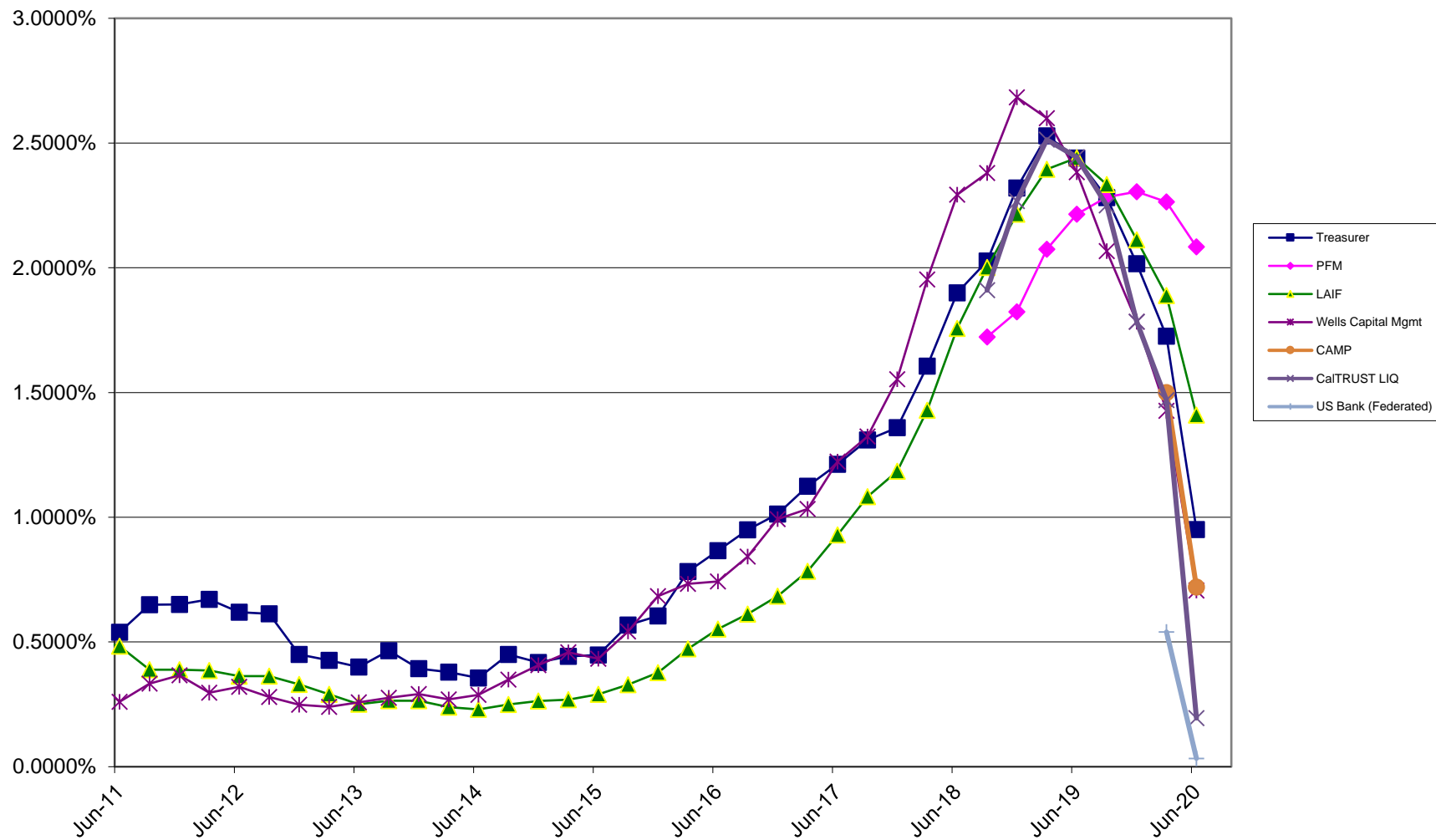
*1. Cash is included in the calculation.

*2. Average days to maturity with a one day call of principal provision.

*3. Average days to maturity with a same day liquidity provision.

*4. Average annualized rate of return.

Contra Costa County Investment Pool Average Quarterly YTM as of June 30, 2020



**CONTRA COSTA COUNTY
TREASURER'S INVESTMENT PORTFOLIO
STRUCTURED SECURITIES
June 30, 2020**

Exhibit VI

<u>Description</u>	<u>CUSIP</u>	<u>Maturity Date</u>	<u>Coupon Rate</u>	<u>Par (\$)</u>	<u>Market (\$)</u>	<u>Cost (\$)</u>	<u>Provisions</u>	<u>Fund #</u>
CORP MICROSOFT CORP	594918BP8	8/8/2021	1.55%	8,549,000.00	8,666,035.81	8,389,048.21	Make-whole call +10 bps	8177
CCCSIG ABS JOHN DEER	47788BAD6	10/15/2021	1.82%	27,174.25	27,172.26	27,172.26	10% collateral call	6911
CCCSIG ABS NAROT 201	65478GAD2	10/15/2021	1.75%	132,359.47	132,352.08	132,352.08	5% collateral call	6911
CCCSIG CORP BOFA CAL	06051GGS2	10/1/2021	2.33%	545,000.00	547,218.15	545,000.00	Make-whole call +15 bps	6911
CCCSIG CORP PEPISCO	713448DX3	4/15/2021	2.00%	375,000.00	379,807.50	374,925.00	Make-whole call +10 bps	6911
CCCSIG CORP BB&T MTN	05531FAZ6	2/1/2021	2.15%	215,000.00	216,823.20	214,901.10	Call on and anytime after 1/1/2021	6911
CCCSIG CORP UNITED P	911312BP0	4/1/2021	2.05%	475,000.00	481,127.50	474,249.50	Make-whole call +10 bps	6911
CCCSIG ABS ALLYA 201	02007MAE0	6/15/2022	2.35%	106,419.50	106,407.19	106,407.19	10% collateral call	6911
CORP JOHNSON & JOHNS	478160CH5	11/10/2020	1.95%	16,850,000.00	16,953,796.00	16,695,991.00	Make-whole call +7.5bps	8177
CCCSIG JDOT 2018 COR	47788CAC6	4/18/2022	2.66%	84,692.44	84,686.36	84,686.36	10% collateral call	6911
CCCSIG CORP UNILEVER	904764AZ0	3/22/2021	2.75%	650,000.00	661,453.00	646,678.50	Make-whole call +10bps	6911
CORP MICROSOFT CORP	594918BA1	2/12/2022	2.38%	10,000,000.00	10,321,600.00	9,748,700.00	Make-whole call +10 bps	8177
CORP MICROSOFT CORP	594918BG8	11/3/2020	2.00%	8,000,000.00	8,032,560.00	7,865,520.00	Make-whole call +7.5 bps	8177
CCCSIG ABS HART 2018	44891KAD7	7/15/2022	2.79%	100,816.45	100,801.27	100,801.27	5% collateral call	6911
CCCSIG CORP AMERICAN	025816BU2	5/17/2021	3.38%	785,000.00	803,282.65	784,866.55	Callable on and anytime after 4/17/21	6911
CCCSIG ABS FORDO 201	34528FAD0	11/15/2022	3.03%	144,716.74	144,693.33	144,693.33	10% collateral call	6911
CCCSIG CORP BBT CORP	05531FBD4	9/3/2021	3.20%	150,000.00	154,546.50	149,821.50	Callable on and anytime after 8/3/21	6911
CORP APPLE INC	037833BS8	2/23/2021	2.25%	20,000,000.00	20,219,600.00	19,679,400.00	Make-whole call +15 bps	8801
CCCSIG CORP WALMART	931142EJ8	6/23/2021	3.13%	595,000.00	611,582.65	594,970.25	Make-whole call +10 bps	6911
CCCSIG ABS CARMX 201	14313FAD1	6/15/2023	3.13%	197,831.24	197,804.28	197,804.28	10% collateral call	6911
CCCSIG ABS MBART 201	58772RAD6	1/17/2023	3.03%	338,225.48	338,212.50	338,212.50	5% collateral call	6911
CORP JOHNSON AND JOH	478160CD4	3/3/2022	2.25%	10,284,000.00	10,599,307.44	10,082,433.60	Make-whole call +7.5 bps	8177
CCCSIG CORP CATERPIL	14913Q2N8	9/7/2021	3.15%	100,000.00	103,203.00	99,923.00	Make-whole call +10 bps	6911
CCCSIG CORP UNILEVER	904764BF3	3/7/2022	3.00%	100,000.00	104,334.00	99,516.00	Make-whole call +10 bps	6911
CCCSIG CORP PFIZER I	717081EM1	9/15/2021	3.00%	250,000.00	258,032.50	249,662.50	Make-whole call +5 bps	6911
CORP JOHNSON AND JOH	478160CD4	3/3/2022	2.25%	10,000,000.00	10,306,600.00	9,796,500.00	Make-whole call +7.5 bps	8177
CCCSIG CORP 3M COMPA	88579YBA8	9/14/2021	3.00%	185,000.00	190,544.45	184,620.75	Make-whole call +5 bps	6911
CORP APPLE INC	037833BS8	2/23/2021	2.25%	10,000,000.00	10,109,800.00	9,830,320.00	Make-whole call +15 bps	8177
CCCSIG ABS FORDL 201	34531LAD2	12/15/2021	3.19%	204,083.32	204,066.08	204,066.08	5% deal call	6911
CCCSIG CORP AMERICAN	02665WCP4	12/10/2021	3.38%	300,000.00	311,493.00	299,856.00	Make-whole call	6911
CORP EXXON MOBIL COR	30231GAV4	3/1/2021	2.22%	12,640,000.00	12,785,233.60	12,374,185.60	Make-whole call +15bps	8177
CCCSIG ABS BMWLT 201	05586CAC8	7/20/2021	3.26%	132,184.35	132,165.98	132,165.98	5% deal call	6911
CCCSIG ABS MBALT 201	58769LAC6	9/15/2021	3.21%	403,306.44	403,297.41	403,297.41	5% deal call	6911
CCCSIG CORP HOME DEP	437076BV3	3/1/2022	3.25%	225,000.00	236,209.50	224,383.50	Make-whole call +10bps	6911
CORP APPLE INC	037833AR1	5/6/2021	2.85%	15,000,000.00	15,327,000.00	14,902,740.00	Make-whole call +10bps	8177
CCCSIG ABS GMCAR 201	36256XAD4	11/16/2023	2.97%	225,000.00	224,975.09	224,975.09	10% collateral call	6911
CCCSIG ABS MBALT 201	58772TAC4	11/15/2021	3.10%	155,000.00	154,995.46	154,995.46	5% deal call	6911
CCCSIG MBS FHMS KP05	3137FKK39	7/25/2023	3.20%	112,519.61	112,519.26	112,519.26	1% cleanup call	6911
CCCSIG ABS NAROT 201	65479KAD2	10/16/2023	2.90%	550,000.00	549,916.68	549,916.68	5% collateral call	6911
CCCSIG ABS ALLYA 201	02004WAC5	9/15/2023	2.91%	325,000.00	324,960.74	324,960.74	10% collateral call	6911
CCCSIG ABS GMALT 201	36256UAD0	12/20/2021	2.98%	225,000.00	224,964.68	224,964.68	10% collateral call	6911
CCCSIG CORP 3M COMPA	88579YBF7	3/1/2022	2.75%	245,000.00	253,908.20	244,884.85	Make-whole call +5bps	6911
CORP MICROSOFT CORP	594918BW3	2/6/2022	2.40%	15,000,000.00	15,478,650.00	14,877,450.00	Make-whole call +10bps	8177
CCCSIG ABS FORDL 201	34532FAD4	5/15/2022	2.90%	265,000.00	264,979.28	264,979.28	5% deal call	6911
CCCSIG CORP PFIZER I	717081ERO	3/11/2022	2.80%	170,000.00	177,010.80	169,989.80	Make-whole call +5bps	6911
CCCSIG CORP MERCK AN	589331AT4	9/15/2022	2.40%	300,000.00	312,279.00	296,934.00	Make-whole call +12.5bps	6911
CCCSIG CORP GOLDMAN	38141GWC4	4/26/2022	3.00%	325,000.00	321,292.00	323,248.25	Make-whole call +20bps	6911
CCCSIG CORP JPMORGAN	46647PBB1	4/1/2023	3.21%	800,000.00	832,928.00	800,000.00	One time call: 4/1/22	6911
CORP EXXON MOBIL COR	30231GAV4	3/1/2021	2.22%	14,000,000.00	14,160,860.00	13,931,540.00	Make-whole call +15bps; Callable on and after 2/1/21	8177
CORP ORACLE CORP	68389XBL8	9/15/2023	2.40%	20,000,000.00	20,913,000.00	19,705,800.00	Make-whole call +20bps; Callable on and after 7/15/23	8177

**CONTRA COSTA COUNTY
TREASURER'S INVESTMENT PORTFOLIO
STRUCTURED SECURITIES
June 30, 2020**

Exhibit VI

<u>Description</u>	<u>CUSIP</u>	<u>Maturity Date</u>	<u>Coupon Rate</u>	<u>Par (\$)</u>	<u>Market (\$)</u>	<u>Cost (\$)</u>	<u>Provisions</u>	<u>Fund #</u>
CORP MICROSOFT CORP	594918BP8	8/8/2021	1.55%	8,549,000.00	8,666,035.81	8,389,048.21	Make-whole call +10 bps	8177
CORP CHEVRON CORP	166764AB6	12/5/2022	2.36%	10,000,000.00	10,410,300.00	9,883,000.00	Make-whole call +12bps; Callable on and after 9/5/22	8177
CORP WALMART INC	931142DU4	12/15/2022	2.35%	10,000,000.00	10,479,300.00	9,889,400.00	Make-whole call +10bps; Callable on and after 11/15/22	8177
CORP CHEVRON CORP	166764BG4	5/16/2021	2.10%	10,000,000.00	10,137,400.00	9,907,160.00	Make-whole call +15bps; Callable on and after 4/15/21	8177
CORP EXXON MOBIL COR	30231GAV4	3/1/2021	2.22%	7,984,000.00	8,075,736.16	7,938,251.68	Make-whole call +15bps; Callable on and after 2/1/21	8177
CORP CHEVRON CORP	166764BN9	3/3/2022	2.50%	7,500,000.00	7,760,250.00	7,476,750.00	Make-whole call +10bps; Callable on and after 2/3/22	8177
CORP CITIBANK NA	17325FAJ7	10/20/2020	2.13%	5,680,000.00	5,701,924.80	5,632,742.40	Callable on and after 9/20/20	8177
CORP ORACLE CORP	68389KAP0	10/15/2022	2.50%	10,000,000.00	10,458,700.00	9,921,300.00	Make-whole call +12.5bps	8177
CCCSIG CORP BOEING C	097023CG8	5/1/2022	2.70%	125,000.00	126,563.75	124,778.75	Make-whole call +10bps	6911
CCCSIG ABS FITAT 201	31680YAD9	12/15/2023	2.64%	150,000.00	149,967.03	149,967.03	10% collateral call	6911
CCCSIG CORP VISA INC	92826CAG7	9/15/2022	2.15%	250,000.00	259,800.00	246,702.50	Make-whole call +10bps; Callable on and after 8/15/22	6911
CCCSIG CORP GOLDMAN	38141GWC4	4/26/2022	3.00%	400,000.00	407,744.00	402,516.00	Make-whole call +20bps; Callable on 4/26/21 and 10/26/21	6911
CCCSIG ABS NALT 2019	65478LAD1	7/15/2022	2.27%	220,000.00	219,987.50	219,987.50	10% collateral call	6911
CCCSIG CORP US BANCO	91159HHC7	3/15/2022	3.00%	300,000.00	313,023.00	305,961.00	Call on and after 2/15/22	6911
CCCSIG CORP BOEING C	097023CL7	8/1/2021	2.30%	225,000.00	227,166.75	224,991.00	Make-whole call +10bps	6911
CCCSIG CORP BURLINGT	12189LAF8	9/15/2021	3.45%	300,000.00	308,706.00	307,479.00	Make-whole call +20bps; Callable on and after 6/15/21	6911
CCCSIG CORP HONEYWEL	438516BT2	8/8/2022	2.15%	170,000.00	176,108.10	169,828.30	Make-whole call +6bps; Callable on and after 7/8/22	6911
CCCSIG MBS FHMS K026	3137B1BS0	11/25/2022	2.51%	500,000.00	509,218.75	509,218.75	1% collateral call	6911
CCCSIG ABS TAOT 2019	89238UAD2	9/15/2023	1.91%	275,000.00	274,997.75	274,997.75	5% collateral call	6911
CCCSIG ABS GMALT 201	38013TAD3	6/20/2022	2.03%	175,000.00	174,980.70	174,980.70	10% deal call	6911
CCCSIG CORP 3M COMPA	88579YBL4	2/14/2023	1.75%	400,000.00	412,572.00	398,476.00	Make-whole call +10bps; Callable on and after 1/14/23	6911
CCCSIG CORP CATERPIL	14913Q3A5	9/6/2022	1.90%	340,000.00	350,876.60	339,527.40	Make-whole call +10bps	6911
CCCSIG CORP THE WALT	254687FJ0	9/1/2022	1.65%	225,000.00	230,238.00	224,511.75	Make-whole call +7bps	6911
CCCSIG MBS FHMS K023	3137AWQH1	8/25/2022	2.31%	375,000.00	380,537.11	380,537.11	1% collateral call	6911
CCCSIG CORP APPLE IN	037833DL1	9/11/2022	1.70%	200,000.00	205,972.00	199,966.00	Make-whole call +10bps	6911
CCCSIG ABS VZOT 2019	92348AAA3	4/22/2024	1.94%	350,000.00	349,973.02	349,973.02	10% collateral call	6911
CCCSIG CORP IBM CORP	459200JX0	5/13/2022	2.85%	500,000.00	523,135.00	510,925.00	Make-whole call +10bps	6911
CORP TOYOTA MTR CRED	89236TGR0	12/13/2021	1.80%	10,000,000.00	10,062,400.00	10,000,000.00	Quarterly; Last call on 9/13/21	8177
SUPRA IBRD	45905U4Y7	12/17/2022	1.75%	25,000,000.00	25,166,500.00	25,000,000.00	Quarterly; Last call on 9/14/22	8177
CCCSIG ABS COMET 201	14041NFU0	8/15/2024	1.72%	825,000.00	824,792.27	824,792.27	5% collateral call	6911
CCCSIG CORP CATERPIL	14913Q3C1	11/18/2020	1.95%	225,000.00	232,821.00	224,896.50	Make-whole call +7.5bps	6911
CCCSIG ABS GMCAR 202	36258NAC6	9/16/2024	1.84%	150,000.00	149,964.67	149,964.67	10% collateral call	6911
GOV FHLMC CALLABLE N	3134GU4Q0	1/21/2025	1.92%	25,000,000.00	25,188,500.00	25,000,000.00	Annual; Last call on 1/21/24	8177
CCCSIG ABS CARMX 202	14315XAC2	12/16/2024	1.89%	125,000.00	124,975.48	124,975.48	10% collateral call	6911
CCCSIG ABS HDMOT 202	41284UAD6	10/15/2024	1.87%	150,000.00	149,967.29	149,967.29	10% collateral call	6911
CCCSIG ABS VZOT 2020	92348TAA2	7/22/2024	1.85%	200,000.00	199,976.58	199,976.58	10% collateral call	6911
CCCSIG CORP BANK OF	06406RAM9	1/27/2023	1.85%	400,000.00	413,688.00	399,720.00	Callable on and after 1/2/23	6911
CCCSIG CORP ADOBE IN	00724PAA7	2/1/2023	1.70%	90,000.00	93,151.80	89,876.70	Make-whole call +5bps	6911
CORP TOYOTA MOTOR CR	89236TGT6	2/13/2025	1.80%	13,150,000.00	13,630,369.50	13,118,703.00	Make-whole call +10bps	8177
GOV FFCB CALLABLE NO	3133ELNB6	2/13/2023	1.65%	10,000,000.00	10,014,500.00	10,000,000.00	Callable on and after 8/13/20	8177
GOV FFCB CALLABLE NO	3133ELNB6	2/13/2023	1.65%	10,000,000.00	10,014,500.00	10,000,000.00	Callable on and after 8/13/20	8177
GOV FHLB CALLABLE NO	3130AJ2L2	8/14/2023	1.70%	10,000,000.00	10,014,700.00	9,999,500.00	Semi-Annual; Last call on 2/14/23	8177
GOV FHLMC CALLABLE N	3134GVGG7	3/17/2025	1.00%	25,000,000.00	25,005,250.00	25,000,000.00	Quarterly; Last call on 9/14/23	8177
GOV FHLB CALLABLE NO	3130AJE47	3/18/2025	1.10%	19,565,217.39	19,565,217.39	19,541,993.07	Callable on and after 6/18/20	8177
GOV FFCB CALLABLE NO	3133ELUT9	3/26/2025	1.30%	10,000,000.00	10,009,800.00	10,000,000.00	Callable on and after 3/26/21	8177
GOV FNMA CALLABLE NO	3136G4VF7	4/28/2023	0.55%	20,000,000.00	20,004,000.00	20,000,000.00	One time call: 10/28/20	8177
GOV FHLB CALLABLE NO	3135G04C4	4/29/2024	0.75%	30,000,000.00	30,005,400.00	30,000,000.00	Quarterly; Last call on 4/29/23	8177
GOV FHLMC CALLABLE N	3134GVRQ3	5/6/2022	0.30%	10,000,000.00	10,000,200.00	10,000,000.00	One time call: 5/6/21	8177

**CONTRA COSTA COUNTY
TREASURER'S INVESTMENT PORTFOLIO
STRUCTURED SECURITIES
June 30, 2020**

Exhibit VI

<u>Description</u>	<u>CUSIP</u>	<u>Maturity Date</u>	<u>Coupon Rate</u>	<u>Par</u> (\$)	<u>Market</u> (\$)	<u>Cost</u> (\$)	<u>Provisions</u>	<u>Fund #</u>
CORP MICROSOFT CORP	594918BP8	8/8/2021	1.55%	8,549,000.00	8,666,035.81	8,389,048.21	Make-whole call +10 bps	8177
CCCSIG CORP PEPICO	713448EY0	5/1/2023	0.75%	200,000.00	201,820.00	199,604.00	Make-whole call +10bps	6911
CCCSIG CORP CHEVRON	166764BV1	5/11/2023	1.14%	185,000.00	185,000.00	185,000.00	Make-whole call +15bps	6911
CCCSIG CORP APPLE IN	037833DV9	5/11/2023	0.75%	375,000.00	378,952.50	373,980.00	Make-whole call +10bps	6911
CCCSIG CORP CITIGROU	172967MR9	5/15/2024	1.68%	250,000.00	250,000.00	250,000.00	Make-whole call +25bps	6911
CCCSIG CORP AMAZON.C	023135BP0	6/3/2023	0.40%	425,000.00	424,184.00	424,405.00	Make-whole call +5bps	6911
CCCSIG MUNI CONNECTI	20772KJU4	7/1/2022	2.50%	90,000.00	91,513.80	91,513.80	Make-whole call	6911
GOV FNMA CALLABLE NO	3136G4XB4	6/16/2023	0.45%	30,000,000.00	30,000,000.00	30,000,000.00	Quarterly: Last call on 3/16/20	8177
CCCSIG ABS MBART 202	58769VAC4	2/18/2025	0.55%	250,000.00	249,980.48	249,980.48	5% collateral call	6911
GOV FHLMC CALLABLE	3134GVV96	6/24/2024	0.50%	20,000,000.00	20,000,000.00	20,000,000.00	One time call: 6/24/22	8177
CCCSIG ABS WOART 202	98163WACO	5/15/2025	0.63%	225,000.00	224,982.36	224,982.36	10% collateral call	6911
CCCSIG ABS NAROT 202	65479CAD0	7/15/2024	0.55%	300,000.00	299,991.78	299,991.78	5% collateral call	6911
GOV FFCB CALLABLE	3133ELQ49	6/30/2025	0.70%	20,000,000.00	20,000,000.00	20,000,000.00	Callable on and after 6/30/21	8177
GOV FHLMC CALLABLE N	3134GVU71	6/30/2025	0.70%	25,000,000.00	25,009,750.00	25,000,000.00	One time call: 6/30/21	8177
GOV FNMA CALLABLE	3136G4XK4	6/30/2025	0.65%	20,000,000.00	20,000,000.00	20,000,000.00	Quarterly: Last call on 12/30/24	8177
				\$ 584,666,547	\$ 591,382,115	\$ 581,674,781		

Note:
6911 - CCCSIG
8177 - County Treasurer

**CONTRA COSTA COUNTY
WELLS CAP MANAGEMENT
STRUCTURED SECURITIES
June 30, 2020**

<u>DESCRIPTION</u>	<u>CUSIP</u>	<u>MATURITY DATE</u>	<u>PAR</u> (\$)	<u>MARKET</u> (\$)	<u>COST</u> (\$)	<u>PROVISIONS</u>
AMXCA 2018-8 A	02582JH4	9/15/2021	665,000.00	688,761.20	688,015.23	5% collateral call
ANAHEIM CALIF HSG & PUB IMPT AUTH REV	032556GM8	10/1/2021	630,000.00	637,681.43	630,000.00	Make-whole call +5bps
BANK OF AMERICA CORP	06051GHH5	5/17/2022	700,000.00	720,024.59	717,486.00	Make-whole call +15 until 5/17/21
BANK OF NEW YORK MELLON CORP	06406FAA1	4/15/2021	700,000.00	714,365.80	706,398.00	Make-whole call; Callable on and after 3/15/21
BLACKROCK INC	09247XAH4	5/24/2021	450,000.00	467,018.29	467,374.50	Make-whole call +25bps until 5/24/21
BMWOT 2019-A A2	05588CAB8	5/25/2022	574,444.21	578,448.41	574,432.09	5% collateral call
CATERPILLAR FINANCIAL SERVICES CORP	14913Q2W8	5/17/2021	535,000.00	547,398.50	545,839.10	Make-whole call +10bps until 2/17/21
CHARLES SCHWAB CORP	808513AV7	5/21/2021	700,000.00	701,355.84	700,868.00	Float Quarterly: LIBOR +32bps; Callable after 4/21/21
CITIBANK NA	17325FAQ1	7/23/2021	700,000.00	731,321.01	721,000.00	Make-whole call +10bps until 6/23/21
COPAR 2019-1 A2	14042WAB6	4/15/2022	321,081.20	323,390.43	321,054.03	10% collateral call
EL DORADO CALIF IRR DIST REV	283062DH7	9/1/2020	400,000.00	400,047.91	400,000.00	Make-whole call; Callable on and after 6/23/20
FHMS K-715 A2	3137BAHA3	1/25/2021	834,115.30	843,529.79	838,285.88	1% collateral call
FORDL 2020-A A3	34531MAD0	3/15/2023	590,000.00	600,243.00	589,971.33	5% deal call
GMALT 2019-1 A3	36256UAD0	12/20/2021	800,000.00	809,211.48	807,937.50	10% collateral call
HAROT 2019-1 A2	43814WAB1	9/20/2021	198,366.16	199,592.01	197,374.33	10% collateral call
JPMORGAN CHASE & CO	46625HXX4	10/29/2020	575,000.00	580,458.01	578,984.75	Callable on and after 9/29/20
MBALT 2019-A A3	58772TAC4	11/15/2021	500,000.00	505,533.69	505,234.38	5% deal call
NALT 2018-A A3	65478BAD3	9/15/2021	444,911.03	448,839.62	439,349.64	10% collateral call
NAROT 2017-B A3	65478GAD2	10/15/2021	119,123.52	119,507.93	117,062.13	5% collateral call
PNC BANK NA	69353REY0	12/9/2021	700,000.00	721,257.13	720,391.00	Callable on and after 11/9/21
SACRAMENTO CALIF WTR REV	786089JA1	9/1/2021	550,000.00	555,187.19	550,000.00	Make-whole call +20bps after 5/6/20
TAOT 2018-C A3	89231AAD3	12/15/2022	800,000.00	817,369.30	812,218.75	5% collateral call
TOYOTA MOTOR CREDIT CORP	89236TCZ6	4/8/2021	500,000.00	507,917.85	500,905.00	Make-whole call +15bps
TRUIST BANK	86787EBE6	5/17/2022	700,000.00	730,871.66	728,287.00	Callable on and after 4/17/22
US BANK NA	90331HPK3	1/21/2022	750,000.00	751,719.48	750,000.00	Float quarterly: LIBOR +18bps; Callable after 12/21/21
VISA INC	92826CAB8	12/14/2020	675,000.00	680,148.14	671,024.25	Make-whole call +10bps
VZOT 2018-A A1B	92348XAB1	4/20/2023	800,000.00	800,214.24	800,000.00	10% collateral call
			15,912,041.42	16,181,413.96	16,079,492.89	



PAR VALUES MATURING BY DATE AND TYPE

Maturities in Millions of Dollars

ITEM	1 day to 30 days	31 days to 60 days	61 days to 90 days	91 days to 120 days	121 days to 150 days	151 days to 180 days	181 days to 210 days	211 days to 270 days	271 days to 1 year	1 year to 2 years	2 years to 3 years	3 years to 4 years	4 years to 5 year/out
TREASURY	\$ 2,100	\$ 3,600	\$ 5,400	\$ 8,150	\$ 2,750	\$ 4,050	\$ 1,600	\$ 5,850	\$ 6,800	\$ 10,200	\$ 2,500		
REPO													
TDs	\$ 1,136	\$ 1,175	\$ 1,167	\$ 924	\$ 478	\$ 610							
AGENCY	\$ 4,577	\$ 1,652	\$ 3,660	\$ 3,785	\$ 2,250	\$ 1,098	\$ 150	\$ 1,900	\$ 835	\$ 1,010	\$ 1,100		\$ 125
CP	\$ 1,625	\$ 1,400	\$ 2,350	\$ 1,025	\$ 546	\$ 400	\$ 100	\$ 300					
CDs + BNs	\$ 2,850	\$ 1,750	\$ 4,100	\$ 1,050	\$ 1,450	\$ 800	\$ 100	\$ 800	\$ 400				
CORP BND													
TOTAL													
\$ 101,677	\$ 12,287	\$ 9,577	\$ 16,677	\$ 14,934	\$ 7,474	\$ 6,958	\$ 1,950	\$ 8,850	\$ 8,035	\$ 11,210	\$ 3,600	\$ -	\$ 125
PERCENT	12.1%	9.4%	16.4%	14.7%	7.4%	6.8%	1.9%	8.7%	7.9%	11.0%	3.5%	0.0%	0.1%

Notes:

1. SBA Floating Rate Securities are represented at coupon change date.
2. Mortgages are represented at current book value.
3. Figures are rounded to the nearest million.
4. Does not include AB55 and General Fund loans.

Description		Carrying Cost Plus			
		Accrued Interest Purch.	Amortized Cost	Fair Value	Accrued Interest
1*	United States Treasury:				
	Bills	\$ 23,981,651,409.11	\$ 24,057,110,770.12	\$ 24,086,038,500.00	NA
	Notes	\$ 28,916,240,318.04	\$ 28,914,282,796.34	\$ 29,340,004,500.00	\$ 125,755,726.50
1*	Federal Agency:				
	SBA	\$ 486,745,410.00	\$ 486,745,410.00	\$ 482,514,375.35	\$ 206,984.81
	MBS-REMICs	\$ 17,080,376.76	\$ 17,080,376.76	\$ 18,042,305.76	\$ 79,578.32
	Debentures	\$ 2,081,903,495.66	\$ 2,081,807,732.33	\$ 2,103,282,210.00	\$ 8,935,239.97
	Debentures FR	\$ -	\$ -	\$ -	\$ -
	Debentures CL	\$ 1,025,000,000.00	\$ 1,025,000,000.00	\$ 1,027,343,500.00	\$ 857,834.00
	Discount Notes	\$ 16,570,990,090.25	\$ 16,612,067,694.50	\$ 16,617,801,000.00	NA
1*	Supranational Debentures	\$ 614,688,043.27	\$ 614,656,765.49	\$ 619,258,800.00	\$ 3,295,333.75
1*	Supranational Debentures FR	\$ 200,128,103.33	\$ 200,128,103.33	\$ 200,124,773.71	\$ 399,965.53
2*	CDs and YCDs FR	\$ 500,000,000.00	\$ 500,000,000.00	\$ 500,132,000.00	\$ 110,622.74
2*	Bank Notes	\$ 100,000,000.00	\$ 100,000,000.00	\$ 100,198,708.70	\$ 674,222.22
2*	CDs and YCDs	\$ 12,700,650,610.28	\$ 12,700,428,388.06	\$ 12,706,251,524.80	\$ 40,862,527.80
2*	Commercial Paper	\$ 7,719,088,172.29	\$ 7,736,449,795.89	\$ 7,741,500,020.04	NA
1*	Corporate:				
	Bonds FR	\$ -	\$ -	\$ -	\$ -
	Bonds	\$ -	\$ -	\$ -	\$ -
1*	Repurchase Agreements	\$ -	\$ -	\$ -	\$ -
1*	Reverse Repurchase	\$ -	\$ -	\$ -	\$ -
	Time Deposits	\$ 5,488,990,000.00	\$ 5,488,990,000.00	\$ 5,488,990,000.00	NA
	AB 55 & GF Loans	\$ 575,596,000.00	\$ 575,596,000.00	\$ 575,596,000.00	NA
	TOTAL	\$ 100,978,752,028.99	\$ 101,110,343,832.82	\$ 101,607,078,218.36	\$ 181,178,035.64

Fair Value Including Accrued Interest

\$ 101,788,256,254.00

* Governmental Accounting Standards Board (GASB) Statement #72

Repurchase Agreements, Time Deposits, AB 55 & General Fund loans, and Reverse Repurchase agreements are carried at portfolio book value (carrying cost).

The value of each participating dollar equals the fair value divided by the amortized cost (1.004912795). As an example: if an agency has an account balance of \$20,000,000.00, then the agency would report its participation in the LAIF valued at \$20,098,255.90 or \$20,000,000.00 x 1.004912795.

All investments are in U.S. Dollars per State of California.



Pooled Money Investment Account

Exhibit VII (b)
State of California
Page 1

DISCLOSURE STATEMENT

Portfolio Holdings: Structured Notes and Asset-Backed Securities

The Treasury Investment Division has received a number of inquiries concerning our various portfolio holdings. Questions involving structured notes, derivative products*, and asset-backed securities are the most notable.

In an effort to clarify the information provided in our monthly statements, we would like to share with you our investment positions in structured notes and asset-backed securities.

Following are the State of California Treasurer's holdings in each category as of June 30, 2020

*** *The Pooled Money Investment Account Portfolio has not invested in, nor will it invest in, Derivative Products as defined in FASB 133.***

1. Structured Notes

Structured notes are debt securities (other than asset-backed securities) whose cash flow characteristics (coupon rate, redemption amount, or stated maturity) depend upon one or more indices and/or that have embedded forwards or options. They are issued by corporations and by government-sponsored enterprises such as the Federal National Mortgage Association and the Federal Home Loan Bank System or an international agency such as the World Bank.

Securities Accountability

Structured Notes

	Amount
a. Callable Agency	\$1,025.000 million
b. LIBOR Agency Floater	\$200.000 million
c. 3 month LIBOR Corporate Floater	\$0.000 million
d. 3 month LIBOR Bank Floater	\$500.000 million
e. 2 year CMT Corporate Floater	\$0.000 million
f. 3 month T-Bill Agency Floater	\$0.000 million
g. 3 month T-Bill Corporate Floater	\$0.000 million

U.S. \$1,725.000 million As of: 06/30/20

2. Asset-Backed Securities

Asset-backed securities entitle the purchaser to receive a share of the cash flows from a pool of assets such as principal and interest repayments from a pool of mortgages (such as CMOs), small business loans, or credit card receivables (such as ABCP).

Asset-Backed Securities

	Amount
a. Small Business Administration Pools	\$486.745 million
b. Agency MBS-REMIC'S	<u>\$17.080 million</u>
(Medium term sub-total)	\$503.825 million
c. Commercial Paper (Short term sub-total)	\$1,171.583 million

U.S. \$1,675.408 million As of: 06/30/20

Total Portfolio As of: 06/30/20 \$100,978,752,028.99

Structured notes and Medium-term Asset-backed securities as a percent of portfolio:
2.21%

Short-term Asset-Backed Commercial Paper (ABCP) as a percent of portfolio:
1.16% *

Total Medium-term and Short-term Structured notes and Asset-backed securities
as a percent of portfolio:
3.37%

****ABCP purchased by the Pooled Money Investment Account (PMIA) does not include Structured Investment Vehicles (SIVs) nor do any of the approved ABCP programs include SIVs as underlying assets.***

Portfolio Stress Test¹

as of June 30, 2020

Par Value	3,409,360,618.75	Book Price	99.787
Book Value	3,402,094,156.02	Average Days to Maturity	307
Market Value	3,423,252,393.09	Coupon	0.8110%
Market Price	100.407	YTM (TR)	0.8553%

Yield Change (bps)	Market Value (\$)	Market Price (\$)	Gain/Loss ² (bps)
-50	3,437,610,802.44	100.829	104.42
-25	3,430,399,800.90	100.617	83.18
-10	3,426,102,992.37	100.491	70.55
0	3,423,250,768.07	100.407	62.13
10	3,420,408,340.69	100.324	53.81
25	3,416,162,966.73	100.200	41.39
50	3,409,135,669.87	99.993	20.64

Note: Stress Testing is a form of testing that is used to determine the stability of a given system or entity. It reveals how well a portfolio is positioned in the event the forecasts prove true. The stress test conducted on the portfolio managed by the Treasurer's Office identifies the sensitivity of our portfolio to the change in interest rate. The test result shows if the yield were to go down by 50 bps, the market value of the portfolio would increase by about 104 bps. If the yield were to go up by 50 bps, the market value of the portfolio would increase by about 21 bps.

1. The stress test is conducted on the portfolio managed by the Treasurer's Office. Portfolios managed by external investment managers are excluded. All data is provided by FIS.

2. Gain/Loss is calculated based on the book value/price.



Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: September 8, 2020

Subject: Report for Public Works Department and Flood Control and Water Conservation District Accreditation Program

RECOMMENDATION(S):

ACCEPT report on the Public Works Department and Flood Control and Water Conservation District's Accreditation program, as recommended by the Public Works Director and Chief Engineer, Countywide.

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

The Public Works Department is proud of its culture of self-improvement. We have conducted numerous reviews of our operational practices, continued ongoing process improvement, and implemented changes in several areas. The American Public Works Association (APWA) Accreditation Program gives the Department an opportunity to measure its practices, policies, and procedures against nationally accepted public works standards. The Department was the first county public works agency in California to be accredited back in 2001. We were re-accredited in 2004, 2008, 2012 and 2016. In anticipation of our virtual re-accreditation visit by the APWA evaluators scheduled for October 12-15, 2020, we have reviewed all of our practices, policies, and procedures and feel we are in full compliance with the standards set by APWA.

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/08/2020** 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: September 8, 2020

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

By: June McHuen, Deputy

Contact: Carrie Ricci, (925)
313-2235

cc:

BACKGROUND: (CONT'D)

In addition to the Public Works Department, the Flood Control and Water Conservation District (Flood Control District) was accredited by APWA in 2016 during the same site visit in October. The APWA evaluators will review the practices, policies and procedures for the Flood Control District.

CONSEQUENCE OF NEGATIVE ACTION:

The Department and Flood Control District will not benefit from the opportunity to become re-accredited and be recognized by the American Public Works Association.

ATTACHMENTS

Accreditation Report 2020

PUBLIC WORKS ACCREDITATION REPORT 2020

As part of our continuous assessment and improvement process, the Public Works Department participates in a review of our policies, procedures and practices every four years through the American Public Works Association (APWA). APWA developed this program to accredit public works departments. The purpose of accreditation is to promote excellence in operations and management. Schools, hospitals and other institutions have long enjoyed the opportunity to become accredited, yet until the 1990's, a program was not available for accrediting a public works department.

Accreditation is a mark of professionalism that indicates a commitment to continuous improvement in the delivery of public works operations and services to the community. Accreditation is recognition that a department's policies, procedures and practices have been evaluated against nationally recognized management practices, and meet or exceed the established standard.

Currently there are 182 APWA accredited agencies in the United States and Canada. Contra Costa is one of only five accredited counties in California.

The accreditation program has five phases: application, self assessment, improvement, evaluation, and accreditation. A department seeking accreditation is given three years from the date of application to become accredited.

Once the department believes it has complied with all applicable practices, an APWA evaluation team conducts a site visit to confirm compliance. The site visit involves documentation review, staff interviews and facility tours to evaluate the level of compliance.

The evaluation team reports its findings to the APWA Accreditation Council. Once the Council approved the department's accreditation, the department is accredited for four years, after which the department will need to seek and achieve re-accreditation to maintain status.

The Public Works Department received the Certificate of Accreditation in July 2001 and was Re-Accredited in 2004, 2008, 2012, and 2016. We continue to review and improve our work processes and are now re-evaluated for Accreditation on a four-year cycle. Our Re-Accreditation site visit is scheduled for October 12-15, 2020. Due to the pandemic, our site visit will be virtual this year.

This re-accreditation marks the full merge of the traditional Public Works and General Services Departments. As part of this re-accreditation process the Department reviewed all practices, policies, and procedures, removing redundancies and combining documentation creating a more cohesive department and a better understanding of individual divisions.

In addition to the Public Works Department, the Flood Control and Water Conservation District (District) has applied for independent Accreditation. The District has gone through the same process of self-evaluation and will be evaluated as an independent entity by APWA in October.



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: September 8, 2020

Subject: Contract #72-145 with Sutter Health

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #72-145 including indemnification with Sutter Health, a non-profit corporation, to provide access to Sutter Health Electronic Health Records for Contra Costa Health Services (CCHS) for the period from September 1, 2020 through August 31, 2025.

FISCAL IMPACT:

This is a non-financial agreement.

BACKGROUND:

Sutter Health has implemented a community-wide health record system (Sutter EHR) utilizing Epic Systems Corporation's Epic Care software. To make medical records contained in Sutter EHR available to healthcare providers throughout the community, Sutter Health has implemented the Epic Care Link software (SutterLink) to permit portal access to the Medical Records. This contract will establish a relationship between CCHS and Contractor to allow the County access SutterLink. California Children's Services (CCS) utilizes SutterLink to access referred client's records to determine medical eligibility for CCS, as well as the review of medical information necessary to authorize CCS services.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/08/2020** 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: September 8, 2020

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

By: June McHuen, Deputy

Contact: Daniel Peddycord,
925-313-6712

BACKGROUND: (CONT'D)

Approval of Contract #72-145 will allow Contractor to provide services through August 31, 2025. The Agreement for Services requires the County to indemnify Sutter Health for any loss, cost, or expense incurred as a result of the County's use of their service.

CONSEQUENCE OF NEGATIVE ACTION:

If this Contract is not approved, County will not have access to Contractor's SutterLink portal.



Contra
Costa
County

To: Board of Supervisors
From: David Twa, County Administrator
Date: September 8, 2020

Subject: AUTHORIZATION OF THE MORAGA ELEMENTARY SCHOOL DISTRICT TO ISSUE ITS GENERAL OBLIGATION BONDS ON ITS OWN BEHALF

RECOMMENDATION(S):

ADOPT Resolution No. 2020/237 authorizing the issuance and sale of General Obligations bonds by the Moraga Elementary School District in an amount not to exceed \$9,000,000 on its own behalf pursuant to Sections 15140 and 15146 of the Education Code, as permitted by Section 53508.7(c) of the Government Code.

FISCAL IMPACT:

There is no fiscal impact to the County.

BACKGROUND:

The Moraga Elementary School District plans to issue General Obligation bonds to fund capital improvements throughout the District. The District has requested that the Board of Supervisors adopt a resolution authorizing the direct issuance and sale of the bonds by the District on its own behalf pursuant to Sections 15140 and 15146 of the Education Code, as permitted by Section 53508.7(c) of the Government Code in an amount not to exceed \$9,000,000. The District has authority to issue the bonds following passage of Measure V on the November 8, 2016 ballot.

CONSEQUENCE OF NEGATIVE ACTION:

Without the Contra Costa County Board of Supervisors authorization, the School District would not be able to issue the bonds.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/08/2020** 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: September 8, 2020

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

By: June McHuen, Deputy

Contact: Timothy Ewell,
925-655-2043

cc:

CHILDREN'S IMPACT STATEMENT:

The recommendation supports the following Children's Report Card outcome: Communities that are Safe and Provide a High Quality of Life for Children and Families.

AGENDA ATTACHMENTS

Resolution 2020/237

District Resolution

MINUTES ATTACHMENTS

Signed Resolution No. 2020/237

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

Adopted this Resolution on 09/08/2020 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. 2020/237

RESOLUTION OF THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY CONSENTING TO AND AUTHORIZING THE MORAGA ELEMENTARY SCHOOL DISTRICT TO ISSUE ITS GENERAL OBLIGATION BONDS, ELECTION OF 2016, SERIES C ON ITS OWN BEHALF

RESOLVED by the Board of Supervisors (the "Board") of Contra Costa County (the "County"), State of California:

WHEREAS, sections 53506 *et seq.* of the California Government Code, including section 53508.7 thereof, provide that California public school district may issue and sell bonds on its own behalf at private sale pursuant to sections 15140 or 15146 of the California Education Code;

WHEREAS, section 15140(b) of the California Education Code provides that the board of supervisors of county may authorize California public school district in the county to issue and sell its own bonds without the further action of the board of supervisors or officers of the county;

WHEREAS, the Governing Board of the Moraga Elementary School District (the "District"), a public school district under the jurisdiction of the County, has heretofore adopted and filed with the Clerk of this Board, a resolution (the "Bond Resolution") providing for the issuance and sale of its Moraga Elementary School District (Contra Costa County, California) General Obligation Bonds, Election of 2016, Series C (the "Series C Bonds"), through negotiated sale pursuant to sections 53506 *et seq.* of the California Government Code; and

WHEREAS, it has been requested that this Board consent to such issuance of the Series C Bonds and authorize the District to issue and sell the Series C Bonds on its own behalf at negotiated sale pursuant to sections 15140 or 15146 of the California Education Code as permitted by section 53508.7 of the California Government Code and the terms set forth in the Bond Resolution;

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Contra Costa, State of California, as follows:

Section 1. Recitals. All of the foregoing recitals are true and correct.

Section 2. Consent and Authorization of Negotiated Sale. This Board hereby consents to and authorizes the issuance and negotiated sale by the District on its own behalf of the Series C Bonds pursuant to sections 15140 and 15146 of the California Education Code, as permitted by section 53508.7 of the California Government Code and the terms and conditions set forth in the Bond Resolution. This consent and authorization set forth herein shall only apply to the Series C Bonds.

Section 3. Source of Payment. The County acknowledges receipt of the Bond Resolution as adopted and the requests made by the District to levy collect and distribute *ad valorem* tax revenues pursuant to section 15250 *et seq.* of the California Education Code to pay for principal of and interest on the Series C Bonds when and if sold. Correspondingly, and subject to the issuance and sale of the Series C Bonds and transmittal of information concerning the debt service requirements thereof to the appropriate County officers, there shall be levied by the County on all of the taxable property in the District in addition to all other taxes, a continuing direct *ad valorem* tax annually during the period the Series C Bonds are outstanding commencing with fiscal year

2021-22 in an amount sufficient to pay the principal of and interest on the Series C Bonds when due which tax revenues when collected will be placed in the Debt Service Fund established pursuant to the Bond Resolution and have been irrevocably pledged for the payment of the principal of and interest on the Series C Bonds, when and as the same fall due. The monies in the Debt Service Fund, to the extent necessary to pay the principal of and interest on the Series C Bonds, as the same become due and payable, shall be transferred by the County to the Paying Agent for such bonds to pay the principal of and interest on the Series C Bonds as set out in California law and in the Bond Resolution.

Section 4. Approval of Actions. Officers of the Board and County officials and staff are authorized to do any and all things and are hereby authorized and directed jointly and severally to execute and deliver any and all documents which they may deem necessary or advisable in order to assist the District with the issuance of the Series C Bonds and otherwise carry out give effect to and comply with the terms and intent of this Resolution. Such actions heretofore taken by such officers officials and staff are hereby ratified confirmed and approved.

Section 5. Indemnification of County. The County acknowledges and relies upon the fact that the District has represented that it shall indemnify and hold harmless, to the extent permitted by law, the County and its officers and employees ("Indemnified Parties"), against any and all losses, claims, damages or liabilities, joint or several, to which such Indemnified Parties may become subject because of action or inaction related to the adoption of this resolution, or related to the proceedings for sale, award, issuance and delivery of the Series C Bonds in accordance herewith and with the District's resolution and that the District shall also reimburse any such Indemnified Parties for any legal or other expenses incurred in connection with investigating or defending any such claims or actions not due to bad faith or negligence.

Section 6. Limited Responsibility for Official Statement. Neither the Board nor any officer of the County has prepared or reviewed the official statement of the District describing the Series C Bonds (the "Official Statement") and this Board and the various officers of the County take no responsibility for the contents or distribution thereof; provided, however, that solely with respect to a section contained or to be contained therein describing the County's investment policy, current portfolio holdings and valuation procedures, as they may relate to funds of the District held by the County Treasurer-Tax Collector, the County Treasurer-Tax Collector is hereby authorized and directed to prepare and review such information for inclusion in the Official Statement and in a preliminary official statement, and to certify in writing prior to or upon the issuance of the Series C Bonds that the information contained in such section does not contain any untrue statement of material fact or omit to state any material fact necessary in order to make the statements made therein in the light of the circumstances under which they are made not misleading.

Section 7. Limited Liability. Notwithstanding anything to the contrary contained herein, in the Series C Bonds or in any other document mentioned herein, neither the County nor the Board shall have any liability hereunder or by reason hereof or in connection with the transactions contemplated hereby and the Series C Bonds shall be payable solely from the moneys of the District available therefore as set forth in the Bond Resolution and herein.

Section 8. Effective Date. This Resolution shall take effect immediately upon its passage.

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

ATTESTED: September 8, 2020

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

Contact: Timothy Ewell, 925-655-2043

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 09/08/2020 by the following vote:

John Gioia
Candace Andersen
Diane Burgis
Karen Mitchoff
Federal D. Glover

AYE:
NO:
ABSENT:
ABSTAIN:
RECUSE:



Resolution No. 2020/237

RESOLUTION OF THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY CONSENTING TO AND AUTHORIZING THE MORAGA ELEMENTARY SCHOOL DISTRICT TO ISSUE ITS GENERAL OBLIGATION BONDS, ELECTION OF 2016, SERIES C ON ITS OWN BEHALF

RESOLVED by the Board of Supervisors (the "Board") of Contra Costa County (the "County"), State of California:

WHEREAS, sections 53506 *et seq.* of the California Government Code, including section 53508.7 thereof, provide that California public school district may issue and sell bonds on its own behalf at private sale pursuant to sections 15140 or 15146 of the California Education Code;

WHEREAS, section 15140(b) of the California Education Code provides that the board of supervisors of county may authorize California public school district in the county to issue and sell its own bonds without the further action of the board of supervisors or officers of the county;

WHEREAS, the Governing Board of the Moraga Elementary School District (the "District"), a public school district under the jurisdiction of the County, has heretofore adopted and filed with the Clerk of this Board, a resolution (the "Bond Resolution") providing for the issuance and sale of its Moraga Elementary School District (Contra Costa County, California) General Obligation Bonds, Election of 2016, Series C (the "Series C Bonds"), through negotiated sale pursuant to sections 53506 *et seq.* of the California Government Code; and

WHEREAS, it has been requested that this Board consent to such issuance of the Series C Bonds and authorize the District to issue and sell the Series C Bonds on its own behalf at negotiated sale pursuant to sections 15140 or 15146 of the California Education Code as permitted by section 53508.7 of the California Government Code and the terms set forth in the Bond Resolution;

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Contra Costa, State of California, as follows:

Section 1. Recitals. All of the foregoing recitals are true and correct.

Section 2. Consent and Authorization of Negotiated Sale. This Board hereby consents to and authorizes the issuance and negotiated sale by the District on its own behalf of the Series C Bonds pursuant to sections 15140 and 15146 of the California Education Code, as permitted by section 53508.7 of the California Government Code and the terms and conditions set forth in the Bond Resolution. This consent and authorization set forth herein shall only apply to the Series C Bonds.

Section 3. Source of Payment. The County acknowledges receipt of the Bond Resolution as adopted and the requests made by the District to levy collect and distribute *ad valorem* tax revenues pursuant to section 15250 *et seq.* of the California Education Code to pay for principal of and interest on the Series C Bonds when and if sold. Correspondingly, and subject to the issuance and sale of the Series C Bonds and transmittal of information concerning the debt service requirements thereof to the appropriate County officers, there shall be levied by the County on all of the taxable property in the District in addition to all other taxes, a continuing direct *ad valorem* tax annually during the period the Series C Bonds are outstanding commencing with fiscal year

2021-22 in an amount sufficient to pay the principal of and interest on the Series C Bonds when due which tax revenues when collected will be placed in the Debt Service Fund established pursuant to the Bond Resolution and have been irrevocably pledged for the payment of the principal of and interest on the Series C Bonds, when and as the same fall due. The monies in the Debt Service Fund, to the extent necessary to pay the principal of and interest on the Series C Bonds, as the same become due and payable, shall be transferred by the County to the Paying Agent for such bonds to pay the principal of and interest on the Series C Bonds as set out in California law and in the Bond Resolution.

Section 4. Approval of Actions. Officers of the Board and County officials and staff are authorized to do any and all things and are hereby authorized and directed jointly and severally to execute and deliver any and all documents which they may deem necessary or advisable in order to assist the District with the issuance of the Series C Bonds and otherwise carry out give effect to and comply with the terms and intent of this Resolution. Such actions heretofore taken by such officers officials and staff are hereby ratified confirmed and approved.

Section 5. Indemnification of County. The County acknowledges and relies upon the fact that the District has represented that it shall indemnify and hold harmless, to the extent permitted by law, the County and its officers and employees ("Indemnified Parties"), against any and all losses, claims, damages or liabilities, joint or several, to which such Indemnified Parties may become subject because of action or inaction related to the adoption of this resolution, or related to the proceedings for sale, award, issuance and delivery of the Series C Bonds in accordance herewith and with the District's resolution and that the District shall also reimburse any such Indemnified Parties for any legal or other expenses incurred in connection with investigating or defending any such claims or actions not due to bad faith or negligence.

Section 6. Limited Responsibility for Official Statement. Neither the Board nor any officer of the County has prepared or reviewed the official statement of the District describing the Series C Bonds (the "Official Statement") and this Board and the various officers of the County take no responsibility for the contents or distribution thereof; provided, however, that solely with respect to a section contained or to be contained therein describing the County's investment policy, current portfolio holdings and valuation procedures, as they may relate to funds of the District held by the County Treasurer-Tax Collector, the County Treasurer-Tax Collector is hereby authorized and directed to prepare and review such information for inclusion in the Official Statement and in a preliminary official statement, and to certify in writing prior to or upon the issuance of the Series C Bonds that the information contained in such section does not contain any untrue statement of material fact or omit to state any material fact necessary in order to make the statements made therein in the light of the circumstances under which they are made not misleading.

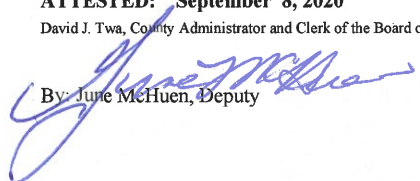
Section 7. Limited Liability. Notwithstanding anything to the contrary contained herein, in the Series C Bonds or in any other document mentioned herein, neither the County nor the Board shall have any liability hereunder or by reason hereof or in connection with the transactions contemplated hereby and the Series C Bonds shall be payable solely from the moneys of the District available therefore as set forth in the Bond Resolution and herein.

Section 8. Effective Date. This Resolution shall take effect immediately upon its passage.

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

Contact: Timothy Ewell, 925-655-2043

ATTESTED: **September 8, 2020**
David J. Twa, County Administrator and Clerk of the Board of Supervisors


By: June McHuen, Deputy

cc:

RESOLUTION NO. 21-09

RESOLUTION OF THE GOVERNING BOARD OF THE MORAGA ELEMENTARY SCHOOL DISTRICT AUTHORIZING THE ISSUANCE AND SALE OF GENERAL OBLIGATION BONDS, ELECTION OF 2016, SERIES C, IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$9,000,000, AND APPROVING RELATED DOCUMENTS AND ACTIONS

WHEREAS, an election was duly and regularly held in the Moraga Elementary School District (the "District") on November 8, 2016, in accordance with Section 1(b)(3) of Article XIII A of the California Constitution, for the purpose of submitting Measure V (the "Bond Measure") to the qualified electors of the District, authorizing the issuance of general obligation bonds in the aggregate principal amount of \$33,000,000 (the "Bonds"), and the requisite 55% of the votes cast were in favor of the issuance of the Bonds; and

WHEREAS, the abbreviated form of Measure V is:

"To improve the quality of education at Moraga schools with funding that cannot be taken away by the State; repair or replace leaky roofs; improve student access to modern technology; modernize, renovate and/or construct classrooms, restrooms and school facilities; upgrade inadequate electrical systems; and make health, seismic, safety and security improvements; shall Moraga Elementary School District issue \$33,000,000 of bonds at legal interest rates, with citizens' oversight, annual audits and NO money used for administrative salaries?"; and

WHEREAS, at its meeting on January 10, 2017, the Governing Board (the "Board") duly certified the successful election results and caused such entry in its minutes; and

WHEREAS, the Board is authorized to provide for the issuance and sale of any series of Bonds under the provisions of Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (the "Bond Law"); and

WHEREAS, on April 6, 2017, the District issued a first series of bonds pursuant to Measure V in the principal amount of \$12,000,000 to provide the first phase of financing for Measure V projects; and

WHEREAS, on October 16, 2019 the District issued a second series of bonds pursuant to Measure V in the principal amount of \$12,000,000 to provide the second phase of financing for Measure V projects; and

WHEREAS, the District wishes at this time to initiate proceedings for the issuance of a third and final series of the Bonds under the Bond Law in the aggregate principal amount of not to exceed \$9,000,000 to provide the second phase of financing for Measure V projects, to be designated "Moraga Elementary School District (Contra Costa County, California) General Obligation Bonds, Election of 2016, Series C" (the "Series C Bonds") as provided in this Resolution; and

WHEREAS, the District's most recent interim report was certified positive and the District intends, with the County's consent, to sell the Series C Bonds on its own behalf pursuant to the Bond Law; and

WHEREAS, as required by Government Code Section 5852.1 enacted January 1, 2018 by Senate Bill 450, attached hereto as Appendix B is the information relating to the Series C Bonds that has been obtained by the Board and is hereby disclosed and made public; and

WHEREAS, the Board has approved a Debt Issuance and Management Policy (BP 3470) which complies with Government Code Section 8855, and the delivery of the Series C Bonds will be in compliance with said policy; and

NOW, THEREFORE, BE IT RESOLVED by the Governing Board of the Moraga Elementary School District as follows:

ARTICLE I

DEFINITIONS; AUTHORITY

SECTION 1.01. *Definitions.* The terms defined in this Section 1.01, as used and capitalized herein, shall, for all purposes of this Resolution, have the meanings given them below, unless the context clearly requires some other meaning.

"Authorized Investments" means the County Investment Pool, the Local Agency Investment Fund, any investments authorized pursuant to Sections 53601 and 53635 of the California Government Code, provided that said investments are part of the County treasury, in accordance with Education Code Section 15146(g). The Treasurer-Tax Collector shall assume no responsibility in the reporting, reconciling and monitoring in the investment of proceeds related to the Series C Bonds.

"Board" means the Governing Board of the District.

"Bond Counsel" means (a) the firm of Jones Hall, A Professional Law Corporation, or (b) any other attorney or firm of attorneys nationally recognized for expertise in rendering opinions as to the legality and tax exempt status of securities issued by public entities.

"Bond Law" means Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California, commencing with Section 53506 of said Code, as in effect on the date of adoption hereof and as amended hereafter.

"Bond Measure" means Measure V submitted to and approved by the requisite 55% of the voters on November 8, 2016, under which the issuance of the Bonds has been authorized.

“Bond Purchase Agreement” means the Bond Purchase Agreement between the District and the Underwriter, under which the Underwriter agrees to purchase the Series C Bonds and pay the purchase price therefor.

“Bonds” means, collectively, all bonds issued pursuant to the Bond Measure.

“Building Fund” means the fund established and held by the County by the County Controller and maintained by the County Treasurer under Section 3.03.

“Closing Date” means the date upon which there is a delivery of the Series C Bonds in exchange for the amount representing the purchase price of the Series C Bonds by the Underwriter.

“Continuing Disclosure Certificate” means the Continuing Disclosure Certificate which is executed and delivered by a District Representative on the Closing Date.

“Costs of Issuance” means all items of expense directly or indirectly payable by or reimbursable to the District and related to the authorization, issuance, sale and delivery of the Series C Bonds, including but not limited to the costs of preparation and reproduction of documents, printing expenses, filing and recording fees, initial fees and charges of the Paying Agent and its counsel, legal fees and charges, fees and disbursements of consultants and professionals, rating agency fees and any other cost, charge or fee in connection with the original issuance and sale of the Series C Bonds.

“County” means the County of Contra Costa, a political subdivision of the State of California, duly organized and existing under the Constitution and laws of the State of California.

“County Auditor-Controller” means the Contra Costa County Auditor-Controller, or any authorized deputy thereof.

“County Treasurer” means the Contra Costa County Treasurer-Tax Collector, or any authorized deputy thereof.

“Debt Service Fund” means the account established by the County Controller and held by the County Treasurer under Section 4.02.

“Depository” means (a) initially, DTC, and (b) any other Securities Depository acting as Depository under Section 2.09.

“Depository System Participant” means any participant in the Depository’s book-entry system.

“District” means the Moraga Elementary School District, a school district organized under the Constitution and laws of the State of California, and any successor thereto.

“District Representative” means the President of the Board, the Vice President of the Board, the Superintendent, the District’s chief business official or other fiscal officer, or the written designee of such officers, or any other person authorized by resolution of

the Governing Board of the District to act on behalf of the District with respect to this Resolution and the Bonds.

“DTC” means The Depository Trust Company, and its successors and assigns.

“Education Code” means the Education Code of the State of California, as in effect on the Closing Date or as thereafter amended from time to time.

“Federal Securities” means (a) any direct general obligations of the United States of America (including obligations issued or held in book entry form on the books of the Department of the Treasury of the United States of America), for which the full faith and credit of the United States of America are pledged; (b) obligations of any agency, department or instrumentality of the United States of America, the timely payment of principal and interest on which are directly or indirectly secured or guaranteed by the full faith and credit of the United States of America.

“Interest Payment Dates” means February 1 and August 1 in each year during the term of such Series C Bond, commencing on the date set forth in the Bond Purchase Agreement, provided, however, that such dates are subject to modification as provided in the Bond Purchase Agreement.

“Office” means the office or offices of the Paying Agent for the payment of the Bonds and the administration of its duties hereunder. The Paying Agent may designate and re-designate the Office from time to time by written notice filed with the County and the District.

“Outstanding,” when used as of any particular time with reference to Series C Bonds, means all Series C Bonds except: (a) Series C Bonds theretofore canceled by the Paying Agent or surrendered to the Paying Agent for cancellation; (b) Series C Bonds paid or deemed to have been paid within the meaning of Section 9.02; and (c) Series C Bonds in lieu of or in substitution for which other Series C Bonds have been authorized, executed, issued and delivered by the District under this Resolution.

“Owner”, whenever used herein with respect to a Series C Bond, means the person in whose name the ownership of such Series C Bond is registered on the Registration Books.

“Paying Agent” means the bank, trust company, national banking association or other financial institution appointed as paying agent for the Series C Bonds in the manner provided in Article VI of this Resolution.

“Record Date” means the 15th day of the month preceding an Interest Payment Date, whether or not such day is a business day.

“Registration Books” means the records maintained by the Paying Agent for the registration of ownership and registration of transfer of the Series C Bonds under Section 2.08.

“Resolution” means this Resolution, as originally adopted by the Board and including all amendments hereto and supplements hereof which are duly adopted by the Board from time to time in accordance herewith.

“Securities Depositories” means DTC; and, in accordance with the then current guidelines of the Securities and Exchange Commission, such other addresses and/or such other securities depositories as the District may designate in a Written Request of the District delivered to the Paying Agent.

“Series C Bonds” means the not-to-exceed \$9,000,000 aggregate principal amount of Moraga Elementary School District (Contra Costa County, California) General Obligation Bonds, Election of 2016, Series C, issued and at any time Outstanding under this Resolution.

“Tax Code” means the Internal Revenue Code of 1986 as in effect on the Closing Date or (except as otherwise referenced herein) as it may be amended to apply to obligations issued on the Closing Date, together with applicable proposed, temporary and final regulations promulgated, and applicable official public guidance published, under said Code.

“Underwriter” means Raymond James & Associates, Inc., the designated underwriter of the Series C Bonds upon the negotiated sale thereof, as designated pursuant to Section 3.01.

“Written Certificate of the District” means an instrument in writing signed by a District Representative or by any other officer of the District duly authorized by the District and listed on a Written Request of the District for that purpose.

SECTION 1.02. *Interpretation.*

(a) Unless the context otherwise indicates, words expressed in the singular include the plural and singular and the use of the neuter, masculine, or feminine gender is for convenience only and includes the neuter, masculine or feminine gender, as appropriate.

(b) Headings of articles and sections herein and the table of contents hereof are solely for convenience of reference, do not constitute a part hereof and shall not affect the meaning, construction or effect hereof.

(c) All references herein to “Articles,” “Sections” and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Resolution; the words “herein,” “hereof,” “hereby,” “hereunder” and other words of similar import refer to this Resolution as a whole and not to any particular Article, Section or subdivision hereof.

SECTION 1.03. *Authority for this Resolution; Findings.* This Resolution is entered into under the provisions of the Bond Law. The Board hereby certifies that all of the things, conditions and acts required to exist, to have happened or to have been performed precedent to and in the issuance of the Series C Bonds do exist, have happened or have been performed in due and regular time and manner as required by the laws of the State of California, and that the amount of the Series C Bonds, together with all other indebtedness of the District, does not exceed any limit prescribed by any laws of the State of California.

ARTICLE II

THE SERIES C BONDS

SECTION 2.01. *Authorization.* The Board hereby authorizes the issuance of the Series C Bonds in the aggregate principal amount not to exceed \$9,000,000 under and subject to the terms of Article XIII A, Section 1 paragraph (b) of the California Constitution, the Bond Law and this Resolution, for the purpose of raising money for the acquisition or improvement of educational facilities in accordance with Measure V and to pay Costs of Issuance. This Resolution constitutes a continuing agreement between the District and the Owners of all of the Series C Bonds issued or to be issued hereunder and then Outstanding to secure the full and final payment of principal thereof and interest and premium, if any, on all Series C Bonds, subject to the covenants, agreements, provisions and conditions herein contained. The Series C Bonds shall be issued as bonds which bear current interest and shall be designated the "Moraga Elementary School District (Contra Costa County, California) General Obligation Bonds, Election of 2016, Series C".

SECTION 2.02. *Terms of Series C Bonds.*

(a) Terms of Series C Bonds. The Series C Bonds will be issued as fully registered bonds, without coupons, in the denomination of \$5,000 each or any integral multiple thereof, but in an amount not to exceed the aggregate principal amount of Series C Bonds maturing in the year of maturity of the Series C Bonds for which the denomination is specified. Series C Bonds will be lettered and numbered as the Paying Agent may prescribe. The Series C Bonds will be dated as of the Closing Date.

Interest on the Series C Bonds is payable semiannually on each Interest Payment Date. Each Series C Bond will bear interest from the Interest Payment Date next preceding the date of registration and authentication thereof unless (i) it is authenticated as of an Interest Payment Date, in which event it will bear interest from such date, or (ii) it is authenticated prior to an Interest Payment Date and after the close of business on the Record Date preceding such Interest Payment Date, in which event it will bear interest from such Interest Payment Date, or (iii) it is authenticated prior to the first Record Date, in which event it will bear interest from the Closing Date. Notwithstanding the foregoing, if interest on any Series C Bond is in default at the time of authentication thereof, such Series C Bond will bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon.

(b) Maturities; Basis of Interest Calculation. The Series C Bonds will mature on August 1 (unless otherwise provided in the Bond Purchase Agreement) in the years and in the amounts, and will bear interest at the rates (up to a maximum of 8 percent per annum), as determined upon the sale thereof as provided in the Bond Purchase Agreement. Interest on the Series C Bonds will be calculated on the basis of a 360-day year comprised of twelve 30-day months. The final maturity of the Series C Bonds shall not exceed the legal limit identified in the Bond Law, and if the final maturity is more than thirty years after the Closing Date, the Superintendent is authorized to execute a certification confirming that the useful life of the facilities to be financed with the proceeds of the Series C Bonds which mature more than thirty years after the Closing Date exceeds the final maturity date of said Series C Bonds.

(c) CUSIP Identification Numbers. CUSIP identification numbers will be imprinted on the Series C Bonds, but such numbers do not constitute a part of the contract evidenced by the Series C Bonds and any error or omission with respect thereto will not constitute cause for refusal of any purchaser to accept delivery of and pay for the Series C Bonds. In addition, failure on the part of the District to use such CUSIP numbers in any notice to Owners of the Series C Bonds will not constitute an event of default or any violation of the District's contract with such Owners and will not impair the effectiveness of any such notice.

(d) Payment. Interest on the Series C Bonds (including the final interest payment upon maturity or redemption) is payable by check, draft or wire of the Paying Agent mailed to the Owner thereof (which will be DTC so long as the Series C Bonds are held in the book-entry system of DTC) at such Owner's address as it appears on the Registration Books at the close of business on the preceding Record Date; except that at the written request of the Owner of at least \$1,000,000 aggregate principal amount of the Series C Bonds, which written request is on file with the Paying Agent as of any Record Date, interest on such Series C Bonds will be paid by wire payment on the succeeding Interest Payment Date to such account as will be specified in such written request. Principal of and premium (if any) on the Series C Bonds is payable in lawful money of the United States of America upon presentation and surrender at the Office of the Paying Agent.

(e) Provisions of Bond Purchase Agreement to Control. Notwithstanding the foregoing provisions of this Section and the following provisions of Section 2.03, any of the terms of the Series C Bonds may be established or modified under the Bond Purchase Agreement provided such terms are in conformity with the Bond Law. In the event of a conflict or inconsistency between this Resolution and the Bond Purchase Agreement relating to the terms of the Series C Bonds, the provisions of the Bond Purchase Agreement will be controlling.

SECTION 2.03. *Redemption of Series C Bonds.*

(a) Optional Redemption Dates and Prices. The Series C Bonds are subject to redemption prior to maturity, at the option of the District, in whole or in part among maturities on such basis as shall be designated by the District and by lot within a maturity, from any available source of funds, commencing on the date identified in the Bond Purchase Agreement, at a price equal to 100% of the principal amount thereof, without premium, together with accrued interest thereon to the redemption date, or as otherwise provided in the Bond Purchase Agreement.

(b) Mandatory Sinking Fund Redemption. If the Bond Purchase Agreement specifies that any one or more maturities of the Series C Bonds are term bonds which are subject to mandatory sinking fund redemption, each such maturity of Series C Bonds shall be subject to such mandatory sinking fund redemption on August 1 (unless otherwise provided in the Bond Purchase Agreement) in each of the years and in the respective principal amounts as set forth in the Bond Purchase Agreement, at a redemption price equal to 100% of the principal amount thereof to be redeemed (without premium), together with interest accrued thereon to the date fixed for redemption. If any such term bonds are redeemed under the provisions of the preceding clause (a), the total amount of all future payments under this subsection (b) with respect to such term bonds shall be reduced by the aggregate principal amount of such term bonds so

redeemed, to be allocated among such payments on a pro rata basis in integral multiples of \$5,000 (or on such other basis as the District may determine) as set forth in written notice given by the District to the Paying Agent.

(c) Selection of Series C Bonds for Redemption. Whenever less than all of the Outstanding Series C Bonds of any one maturity are designated for redemption, the Paying Agent shall select the Outstanding Series C Bonds of such maturity to be redeemed by lot in any manner deemed fair by the Paying Agent. For purposes of such selection, each Series C Bond will be deemed to consist of individual bonds of \$5,000 principal amount. The Series C Bonds may all be separately redeemed.

(d) Redemption Procedure. The Paying Agent will cause notice of any redemption to be mailed, first class mail, postage prepaid, at least 20 days but not more than 60 days prior to the date fixed for redemption, to the respective Owners of any Series C Bonds designated for redemption, at their addresses appearing on the Registration Books. Such notice may be a conditional notice of redemption and subject to rescission as set forth in clause (e) below. Such mailing is not a condition precedent to such redemption and the failure to mail or to receive any such notice will not affect the validity of the proceedings for the redemption of such Series C Bonds. In addition, the Paying Agent will give notice of redemption by telecopy or certified, registered or overnight mail to the Municipal Securities Rulemaking Board and each of the Securities Depositories at least two days prior to such mailing to the Series C Bond Owners.

Such notice shall state the redemption date and the redemption price and, if less than all of the then Outstanding Series C Bonds are to be called for redemption, shall designate the serial numbers of the Series C Bonds to be redeemed by giving the individual number of each Series C Bond or by stating that all Series C Bonds between two stated numbers, both inclusive, or by stating that all of the Series C Bonds of one or more maturities have been called for redemption, and shall require that such Series C Bonds be then surrendered at the Office of the Paying Agent for redemption at the said redemption price, giving notice also that further interest on such Series C Bonds will not accrue from and after the redemption date.

Upon surrender of Series C Bonds redeemed in part only, the District shall execute and the Paying Agent shall authenticate and deliver to the Owner, at the expense of the District, a new Series C Bond or Bonds, of the same maturity, of authorized denominations in aggregate principal amount equal to the unredeemed portion of the Series C Bond or Bonds.

From and after the date fixed for redemption, if notice of such redemption has been duly given and funds available for the payment of the principal of and interest (and premium, if any) on the Series C Bonds so called for redemption have been duly provided, the Series C Bonds called for redemption will cease to be entitled to any benefit under this Resolution other than the right to receive payment of the redemption price, and no interest will accrue thereon on or after the redemption date specified in the notice. The Paying Agent will cancel all Series C Bonds redeemed under this Section and will furnish a certificate of cancellation to the District.

(e) Right to Rescind Notice of Redemption. The District has the right to rescind any notice of the optional redemption of Series C Bonds under subsection (a) of this Section by written notice to the Paying Agent on or prior to the date fixed for redemption.

Any notice of redemption shall be cancelled and annulled if for any reason funds will not be or are not available on the date fixed for redemption for the payment in full of the Series C Bonds then called for redemption. The District and the Paying Agent shall have no liability to the Series C Bond Owners or any other party related to or arising from such rescission of redemption. The Paying Agent shall mail notice of such rescission of redemption in the same manner as the original notice of redemption was sent under subsection (c) of this Section.

SECTION 2.04. *Form of Series C Bonds.* The Series C Bonds, the form of the Paying Agent's certificate of authentication and registration and the form of assignment to appear thereon will be substantially in the forms, respectively, with necessary or appropriate variations, omissions and insertions, as permitted or required by this Resolution and the Bond Purchase Agreement, as are set forth in Appendix A attached hereto.

SECTION 2.05. *Execution of Series C Bonds.* The Series C Bonds shall be signed by the manual or facsimile signature of the President of the Board and shall be attested by the manual or facsimile signature of the Secretary or Clerk of the Board. Only those Series C Bonds bearing a certificate of authentication and registration in the form set forth in Appendix A attached hereto, executed and dated by the Paying Agent, shall be valid or obligatory for any purpose or entitled to the benefits of this Resolution, and such certificate of the Paying Agent is conclusive evidence that the Series C Bonds so registered have been duly authenticated, registered and delivered hereunder and are entitled to the benefits of this Resolution.

SECTION 2.06. *Transfer of Series C Bonds.* Subject to Section 2.10, any Series C Bond may, in accordance with its terms, be transferred, upon the Registration Books, by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Series C Bond for cancellation at the Office of the Paying Agent, accompanied by delivery of a written instrument of transfer in a form approved by the Paying Agent, duly executed. The District may charge a reasonable sum for each new Series C Bond issued upon any transfer.

Whenever any Series C Bond or Bonds is surrendered for transfer, the District shall execute and the Paying Agent shall authenticate and deliver a new Series C Bond or Bonds, for like aggregate principal amount. No transfers of Series C Bonds shall be required to be made (a) 15 days prior to the date established by the Paying Agent for selection of Series C Bonds for redemption or (b) with respect to a Series C Bond which has been selected for redemption.

SECTION 2.07. *Exchange of Series C Bonds.* Series C Bonds may be exchanged at the principal Office of the Paying Agent for a like aggregate principal amount of Series C Bonds of authorized denominations and of the same maturity, together with a request for exchange signed by the owner or by a person legally empowered to do so in a form satisfactory to the Paying Agent. The District may charge a reasonable sum for each new Series C Bond issued upon any exchange (except in the cases of any exchange of temporary Series C Bonds for definitive Series C Bonds). No exchange of Series C Bonds is required to be made (a) 15 days prior to the date established by the Paying Agent for selection of Series C Bonds for redemption or (b) with respect to a Series C Bond after it has been selected for redemption.

SECTION 2.08. *Registration Books.* The Paying Agent shall keep or cause to be kept sufficient books for the registration and transfer of the Series C Bonds, which shall at all times be open to inspection by the District upon reasonable notice; and, upon presentation for such purpose, the Paying Agent shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on said books, Series C Bonds as herein before provided.

SECTION 2.09. *Book-Entry System.* Except as provided below, DTC shall be the Owner of all of the Series C Bonds, and the Series C Bonds shall be registered in the name of Cede & Co. as nominee for DTC. The Series C Bonds shall be initially executed and delivered in the form of a single fully registered Series C Bond for each maturity date of the Series C Bonds in the full aggregate principal amount of the Series C Bonds maturing on such date. The Paying Agent and the District may treat DTC (or its nominee) as the sole and exclusive owner of the Series C Bonds registered in its name for all purposes of this Resolution, and neither the Paying Agent nor the District shall be affected by any notice to the contrary. The Paying Agent and the District have no responsibility or obligation to any Depository System Participant, any person claiming a beneficial ownership interest in the Series C Bonds under or through DTC or a Depository System Participant, or any other person which is not shown on the register of the District as being an owner, with respect to the accuracy of any records maintained by DTC or any Depository System Participant or the payment by DTC or any Depository System Participant by DTC or any Depository System Participant of any amount in respect of the principal or interest with respect to the Series C Bonds. The District shall cause to be paid all principal and interest with respect to the Series C Bonds only to DTC, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to the principal and interest with respect to the Series C Bonds to the extent of the sum or sums so paid. Except under the conditions noted below, no person other than DTC shall receive a Series C Bond. Upon delivery by DTC to the District of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the term "Cede & Co." in this Resolution shall refer to such new nominee of DTC.

If the District determines that it is in the best interest of the beneficial owners that they be able to obtain Series C Bonds and delivers a written certificate to DTC and the District to that effect, DTC shall notify the Depository System Participants of the availability through DTC of Series C Bonds. In such event, the District shall issue, transfer and exchange Series C Bonds as requested by DTC and any other owners in appropriate amounts.

DTC may determine to discontinue providing its services with respect to the Series C Bonds at any time by giving notice to the District and discharging its responsibilities with respect thereto under applicable law. Under such circumstances (if there is no successor securities depository), the District shall be obligated to deliver Series C Bonds as described in this Resolution. Whenever DTC requests the District to do so, the District will cooperate with DTC in taking appropriate action after reasonable notice to (a) make available one or more separate Series C Bonds evidencing the Series C Bonds to any Depository System Participant having Series C Bonds credited to its DTC account or (b) arrange for another securities depository to maintain custody of certificates evidencing the Series C Bonds.

Notwithstanding any other provision of this Resolution to the contrary, so long as any Series C Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal and interest with respect to such Series C Bond and all notices with respect to such Series C Bond shall be made and given, respectively, to DTC as provided as in the representation letter delivered on the date of issuance of the Series C Bonds.

Section 2.10. *Transfer Under Book-Entry System: Discontinuation of Book-Entry System.* Registered ownership of the Series C Bonds, or any portion thereof, may not be transferred except as follows:

(i) To any successor of Cede & Co., as nominee of DTC, or its nominee, or to any substitute depository designated pursuant to clause (ii) of this section (a “substitute depository”); *provided that* any successor of Cede & Co., as nominee of DTC or substitute depository, shall be qualified under any applicable laws to provide the services proposed to be provided by it;

(ii) To any substitute depository not objected to by the District, upon (1) the resignation of the DTC or its successor (or any substitute depository or its successor) from its functions as depository, or (2) a determination by the District to substitute another depository for DTC (or its successor) because DTC or its successor (or any substitute depository or its successor) is no longer able to carry out its functions as depository; *provided, that* any such substitute depository shall be qualified under any applicable laws to provide the services proposed to be provided by it; or

(iii) To any person upon (1) the resignation of DTC or its successor (or substitute depository or its successor) from its functions as depository, or (2) a determination by the District to remove The Depository Trust Company or its successor (or any substitute depository or its successor) from its functions as depository.

ARTICLE III

SALE OF SERIES C BONDS; APPLICATION OF PROCEEDS

SECTION 3.01. *Sale of Series C Bonds; Approval of Sale Documents.*

(a) Negotiated Sale of Series C Bonds. Pursuant to Section 53508.7 of the Bond Law, the Board hereby expressly authorizes the negotiated sale of the Series C Bonds to the underwriting firm of Raymond James & Associates, Inc., as Underwriter. The Series C Bonds shall be sold to the Underwriter pursuant to the Bond Purchase Agreement in substantially the form on file with the Clerk of the Board with such changes therein, deletions therefrom and modifications thereto as a District Representative may approve, such approval to be conclusively evidenced by the execution and delivery of the Bond Purchase Agreement; provided that the Bond Purchase Agreement shall contain the following terms:

- (i) the Series C Bonds shall bear a rate of interest of not to exceed 8 percent per annum and the final maturity shall not exceed the limits contained in the Bond Law;
- (ii) the Series C Bonds shall have a ratio of total debt service to principal of not to exceed four to one; and
- (iii) the Underwriter's discount shall not exceed 0.75% of the principal amount of the Series C Bonds.

The Board hereby authorizes a District Representative to execute and deliver the final form of the Bond Purchase Agreement in the name and on behalf of the District.

In accordance with Section 53508.7 of the Bond Law, the Board has determined to sell the Series C Bonds at negotiated sale for the following reasons: (a) a negotiated sale provides more flexibility to choose the time and date of the sale which is often advantageous in the municipal bond market; (b) the involvement of the Underwriter in preparing documents, rating agency presentations and structuring bonds generally enhances the quality and results of the bond offering; (c) a negotiated sale will permit the time schedule for the issuance and sale of the Series C Bonds to be expedited, if necessary; (d) a negotiated sale provides the District access to the underwriter's trading desk for providing estimates of the cost of various bond structures (yields, discounts, premiums and maturities) for the purpose of evaluating alternative potential bond structures with the goal of producing the best match between District objectives and investor acceptance and demand; and (e) a negotiated sale provides time for underwriters to educate potential investors about the District and the Series C Bonds with the goal of maximizing investor orders/reducing interest cost on the day of bond pricing.

As required pursuant to Section 53509.5 of the Bond Law, after the sale of the Series C Bonds, the Board will present actual cost information for the sale at its next scheduled public meeting.

(b) Official Statement. The Board hereby approves, and hereby authorizes the Superintendent to deem final as of its date within the meaning of Rule 15c2-12 of the Securities Exchange Act of 1934, the Preliminary Official Statement describing the Series C Bonds in substantially the form on file with the Clerk of the Board. The Superintendent is hereby authorized to execute an appropriate certificate stating that the Preliminary Official Statement has been deemed final within the meaning of such Rule. A District Representative is hereby authorized and directed to approve any changes in or additions to a final form of said Official Statement, and the execution thereof by a District Representative shall be conclusive evidence of his or her approval of any such changes and additions. The Board hereby authorizes the distribution of the Official Statement by the Underwriter. The final Official Statement shall be executed in the name and on behalf of the District by a District Representative.

(c) Actions to Close Bond Issuance. Each District Representative and any and all other officers of the District are each authorized and directed in the name and on behalf of the District to execute and deliver any and all certificates, requisitions, agreements, notices, consents, warrants and other documents, which they or any of them might deem necessary or appropriate in order to consummate the lawful issuance, sale and delivery of the Series C Bonds, including but not limited to the execution and delivery of a document with respect to the engagement of the Paying Agent appointed hereby, and an agreement facilitating the payment of Costs of Issuance. Whenever in this Resolution any officer of the District is authorized to execute or countersign any document or take any action, such execution, countersigning or action may be taken on behalf of such officer by any person designated by such officer to act on his or her behalf if such officer is absent or unavailable.

(d) Bond Insurance. If the District is advised by its financial advisor that it is in the best financial interests of the District to obtain a municipal bond insurance policy to insure the payment of debt service on the Series C Bonds, a District Representative is authorized to apply for said insurance and to take all actions and execute all documents and certifications relating thereto.

(e) Actions to Close Bond Issuance. Each District Representative and any and all other officers of the District are each authorized and directed in the name and on behalf of the District to execute and deliver any and all certificates, requisitions, agreements, notices, consents, warrants and other documents, which they or any of them might deem necessary or appropriate in order to consummate the lawful issuance, sale and delivery of the Series C Bonds, including but not limited to the execution and delivery of a document with respect to the engagement of the Paying Agent appointed hereby, and the payment of Costs of Issuance. Whenever in this Resolution any officer of the District is authorized to execute or countersign any document or take any action, such execution, countersigning or action may be taken on behalf of such officer by any person designated by such officer to act on his or her behalf if such officer is absent or unavailable.

SECTION 3.02. *Application of Proceeds of Sale of Series C Bonds*. The proceeds of the Series C Bonds shall be paid to the County Treasurer on the Closing Date, and shall be applied by the County Treasurer as follows:

- (a) The portion of the proceeds representing the premium (if any) received by the County Treasurer on the sale of the Series C Bonds

will be deposited in the Debt Service Fund established pursuant to Section 4.02.

- (b) All remaining proceeds received by the County Treasurer from the sale of the Series C Bonds will be deposited in the Building Fund established pursuant to Section 3.03.

At the option of the District, a portion of the proceeds to be used to pay Costs of Issuance may be deposited with a fiscal agent selected by the District, as provided in Section 15146(h) of the Education Code, as directed by the District, in order to facilitate the payment of Costs of Issuance. In addition, the Bond Purchase Agreement may provide that the Underwriter shall apply its funds to the payment of Costs of Issuance. A District Representative is authorized to execute an agreement with a custodian in order to facilitate the payment of Costs of Issuance.

SECTION 3.03. *Building Fund.* The County Auditor-Controller shall create and maintain a fund designated as the "Moraga School District, Election of 2016, Series C Building Fund," into which the proceeds from the sale of the Series C Bonds shall be deposited, to the extent required under Section 3.02(b). In order to ensure that the District is able to meet its federal tax law covenants with respect to separate accounting of funds holding proceeds of the Series C Bonds, the County Auditor-Controller is requested to maintain separate accounting for the proceeds of the Series C Bonds, including all earnings received from the investment thereof. Amounts credited to the Building Fund for the Series C Bonds shall be expended by the District solely for the financing of projects for which the Series C Bond proceeds are authorized to be expended under Measure V (which includes related Costs of Issuance). All interest and other gain arising from the investment of proceeds of the Series C Bonds shall be retained in the Building Fund and used for the purposes thereof. At the Written Request of the District filed with the County Auditor-Controller, any amounts remaining on deposit in the Building Fund and not needed for the purposes thereof shall be withdrawn from the Building Fund and transferred to the Debt Service Fund, to be applied to pay the principal of and interest on the Series C Bonds.

If excess amounts remain on deposit in the Building Fund after payment in full of the Series C Bonds, any such excess amounts shall be transferred to the general fund of the District, to be applied for the purposes for which the Series C Bonds have been authorized or otherwise in accordance with the Bond Law.

SECTION 3.04. *Estimated Financing Costs.* The firm of Jones Hall, A Professional Law Corporation, has previously been engaged to act as the District's bond counsel and disclosure counsel, and the firm of Isom Advisors, A Division of Urban Futures, Inc., has previously been engaged to act as the District's financial advisor. Said engagements are confirmed in accordance with the terms of existing contracts. The estimated costs of issuance associated with the bond sale are set forth on Appendix B hereto.

ARTICLE IV

SECURITY FOR THE SERIES C BONDS; DEBT SERVICE FUND

SECTION 4.01. *Security for the Series C Bonds.* The Series C Bonds are general obligations of the District. The Board has the power to direct the County to levy *ad valorem* taxes upon all property within the District that is subject to taxation by the District, without limitation of rate or amount, for the payment of the Series C Bonds and the interest and redemption premium (if any) thereon. The District hereby directs the County to levy on all the taxable property in the District, in addition to all other taxes, a continuing direct and *ad valorem* tax annually during the period the Series C Bonds are Outstanding in an amount sufficient to pay the principal of and interest on the Series C Bonds when due, including the principal of any Series C Bonds upon the mandatory sinking fund redemption thereof under Section 2.03(b), which moneys when collected will be paid to the County Treasurer and placed in the Debt Service Fund.

The principal of and interest and redemption premium (if any) on Series C Bonds do not constitute a debt of the County, the State of California, or any of its political subdivisions other than the District, or any of the officers, agents or employees thereof. Neither the County, the State of California, any of its political subdivisions nor any of the officers, agents or employees thereof are liable on the Series C Bonds. In no event are the principal of and interest and redemption premium (if any) on Series C Bonds payable out of any funds or properties of the District other than *ad valorem* taxes levied on taxable property in the District. The Series C Bonds, including the interest thereon, are payable solely from taxes levied under Sections 15250 and 15252 of the Education Code. The District acknowledges that the Series C Bonds are secured by a statutory lien on all revenues received pursuant to the levy and collection of the voter-approved tax for the Series C Bonds.

As required by Education Code Section 15140(c), the District shall transmit a copy of this resolution, together with the debt service schedule for the Series C Bonds, to the office of the County Controller and County Treasurer in sufficient time to permit the County to establish tax rates for the Series C Bonds.

SECTION 4.02. *Establishment of Debt Service Fund.* The District hereby directs the County Auditor-Controller to establish a fund to be known as the "Moraga Elementary School District Election of 2016, Series C General Obligation Bonds Debt Service Fund", which the County Auditor-Controller shall hold and maintain as a separate account, distinct from all other funds of the County and the District. All taxes levied by the County, at the request of the District, for the payment of the principal of and interest and premium (if any) on the Series C Bonds shall be deposited in the Debt Service Fund by the County promptly upon apportionment of said levy.

SECTION 4.03. *Disbursements From Debt Service Fund.* The County Auditor-Controller shall administer the Debt Service Fund and make disbursements therefrom in the manner set forth in this Section. The County Auditor-Controller shall transfer amounts on deposit in the Debt Service Fund, to the extent necessary to pay the principal of and interest on the Series C Bonds when due and payable, to the Paying Agent which, in turn, shall pay such moneys to DTC to pay the principal of and interest

on the Series C Bonds. DTC will thereupon make payments of principal and interest on the Series C Bonds to the DTC Participants who will thereupon make payments of principal and interest to the beneficial owners of the Series C Bonds. In addition, amounts on deposit in the Debt Service Fund shall be applied to pay the fees and expenses of the Paying Agent insofar as permitted by law, including specifically by Section 15232 of the Education Code. Any moneys remaining in the Debt Service Fund after the Series C Bonds and the interest thereon have been paid, shall be transferred to any other interest and sinking fund for general obligation bond indebtedness of the District, and in the event there is no such debt outstanding, shall be transferred to the District's general fund upon the order of the County, as provided in Section 15234 of the Education Code.

SECTION 4.04. *Pledge of Taxes.* The District hereby pledges all revenues from the property taxes collected from the levy by the Board of Supervisors of the County for the payment of the Series C Bonds and amounts on deposit in the Debt Service Fund to the payment of the principal or redemption price of and interest on the Series C Bonds. This pledge shall be valid and binding from the date hereof for the benefit of the owners of the Series C Bonds and successors thereto. The property taxes and amounts held in the Debt Service Fund shall be immediately subject to this pledge, and the pledge shall constitute a lien and security interest which shall immediately attach to the property taxes and amounts held in the interest and sinking fund to secure the payment of the Series C Bonds and shall be effective, binding, and enforceable against the District, its successors, creditors and all others irrespective of whether those parties have notice of the pledge and without the need of any physical delivery, recordation, filing, or further act. This pledge constitutes an agreement between the District and owners of the Series C Bonds to provide security for the Series C Bonds in addition to any statutory lien that may exist. The District hereby represents and warrants that all of its general obligation bonds, including the Series C Bonds are or were issued to finance or refinance one or more of the projects specified in the applicable voter-approved measure.

SECTION 4.05. *Investments.* All moneys held in any of the funds or accounts established with the County hereunder may be invested in Authorized Investments in accordance with the investment policies of the County, as such policies exist at the time of investment. Obligations purchased as an investment of moneys in any fund or account will be deemed to be part of such fund or account. The County has no responsibility in the reporting, reconciling and monitoring of the investment of the proceeds of the Series C Bonds.

All interest or gain derived from the investment of amounts in any of the funds or accounts established hereunder shall be deposited in the fund or account from which such investment was made, and shall be expended for the purposes thereof. The District covenants that all investments of amounts deposited in any fund or account created by or under this Resolution, or otherwise containing proceeds of the Series C Bonds, shall be acquired and disposed of at the Fair Market Value thereof. For purposes of this Section, the term "Fair Market Value" shall mean, with respect to any investment, the price at which a willing buyer would purchase such investment from a willing seller in a bona fide, arm's length transaction (determined as of the date the contract to purchase or sell the investment becomes binding) if the investment is traded on an established securities market (within the meaning of Section 1273 of the Tax Code) and, otherwise, the term "Fair Market Value" means the acquisition price in a bona fide arm's length transaction (as described above) if (i) the investment is a

certificate of deposit that is acquired in accordance with applicable regulations under the Tax Code, (ii) the investment is an agreement with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate (for example, a guaranteed investment contract, a forward supply contract or other investment agreement) that is acquired in accordance with applicable regulations under the Tax Code, or (iii) the investment is a United States Treasury Security - State and Local Government Series that is acquired in accordance with applicable regulations of the United States Bureau of Public Debt.

ARTICLE V

OTHER COVENANTS OF THE DISTRICT

SECTION 5.01. *Punctual Payment.* The Board hereby directs the County to levy *ad valorem* taxes, as provided in Section 15250 of the Education Code, so as to enable the District to punctually pay, or cause to be paid, the principal of and interest on the Series C Bonds, in conformity with the terms of the Series C Bonds and this Resolution. In no event shall the District be obligated to pay principal of and interest and redemption premium, if any, on this Series C Bond out of any funds or properties of the District other than *ad valorem* taxes levied upon all taxable property in the District; provided, however, nothing herein contained prevents the District from making advances of its own moneys howsoever derived to any of the uses or purposes permitted by law, including, in its sole discretion, to debt service with respect to the Series C Bonds.

SECTION 5.02. *Books and Accounts; Financial Statements.* The District will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the District in which complete and correct entries are made of all transactions relating to the expenditure of the proceeds of the Series C Bonds. Such books of record and accounts shall at all times during business hours be subject to the inspection of the Paying Agent and the Owners of not less than 10% in aggregate principal amount of the Series C Bonds then Outstanding, or their representatives authorized in writing.

SECTION 5.03. *Protection of Security and Rights of Series C Bond Owners.* The District will preserve and protect the security of the Series C Bonds and the rights of the Series C Bond Owners, and will warrant and defend their rights against all claims and demands of all persons. Following the issuance of the Series C Bonds by the District, the Series C Bonds shall be incontestable by the District.

SECTION 5.04. *Tax Covenants.*

(a) Private Activity Bond Limitation. The District shall assure that the proceeds of the Series C Bonds are not so used as to cause the Series C Bonds to satisfy the private business tests of Section 141(b) of the Tax Code or the private loan financing test of Section 141(c) of the Tax Code.

(b) Federal Guarantee Prohibition. The District shall not take any action or permit or suffer any action to be taken if the result of the same would be to cause any of

the Series C Bonds to be “federally guaranteed” within the meaning of Section 149(b) of the Tax Code.

(c) No Arbitrage. The District shall not take, or permit or suffer to be taken by the Paying Agent or the County or otherwise, any action with respect to the proceeds of the Series C Bonds which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the Closing Date would have caused the Series C Bonds to be “arbitrage bonds” within the meaning of Section 148 of the Tax Code.

(d) Maintenance of Tax-Exemption. The District shall take all actions necessary to assure the exclusion of interest on the Series C Bonds from the gross income of the Owners of the Series C Bonds to the same extent as such interest is permitted to be excluded from gross income under the Tax Code as in effect on the Closing Date.

(e) Rebate of Excess Investment Earnings to United States. The District shall calculate or cause to be calculated excess investment earnings with respect to the Series C Bonds which are required to be rebated to the United States of America under Section 148(f) of the Tax Code, and shall pay the full amount of such excess investment earnings to the United States of America in such amounts, at such times and in such manner as may be required under the Tax Code, if and to the extent such Section 148(f) is applicable to the Series C Bonds. Such payments shall be made by the District from any source of legally available funds of the District. The District shall keep or cause to be kept, and retain or cause to be retained for a period of six years following the retirement of the Series C Bonds, records of the determinations made under this subsection (e). In order to provide for the administration of this subsection (e), the District may provide for the employment of independent attorneys, accountants and consultants compensated on such reasonable basis as the District may deem appropriate.

SECTION 5.05. *Continuing Disclosure*. The District hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate, which shall be executed by a District Representative and delivered on the Closing Date. Notwithstanding any other provision of this Resolution, failure of the District to comply with the Continuing Disclosure Certificate does not constitute a default by the District hereunder or under the Series C Bonds; however, any Participating Underwriter (as that term is defined in the Continuing Disclosure Certificate) or any holder or beneficial owner of the Series C Bonds may, take such actions as may be necessary and appropriate to compel performance, including seeking mandate or specific performance by court order.

SECTION 5.06. *CDIAC Annual Reporting*. The District hereby covenants and agrees that it will comply with and the provisions of California Government Code Section 8855 subdivision (k) with respect to annual reporting to the California Debt and Investment Advisory Commission. Said reporting will occur at the times and include the types of information as set forth therein. Notwithstanding any other provision of this Resolution, failure of the District to comply with said reporting does not constitute a default by the District hereunder or under the Series C Bonds.

SECTION 5.07. *Federally Taxable Maturity*. In the event that legal considerations arise at pricing that prohibit a maturity of the Series C Bonds from being issued on a

federally tax-exempt basis, for example, as a result of the amount of original issue premium (capitalized interest) generated on the sale, then a maturity may be issued on a federally taxable basis.

SECTION 5.08. *Further Assurances.* The District will adopt, make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Resolution, and for the better assuring and confirming unto the Owners of the Series C Bonds of the rights and benefits provided in this Resolution.

ARTICLE VI

THE PAYING AGENT

SECTION 6.01. *Appointment of Paying Agent.* The Bank of New York Mellon Trust Company, N.A. is hereby appointed to act as Paying Agent for the Series C Bonds. In such capacity, the Paying Agent shall also act as registration agent and authentication agent for the Series C Bonds. The Paying Agent undertakes to perform such duties, and only such duties, as are specifically set forth in this Resolution, and even during the continuance of an event of default with respect to the Series C Bonds, no implied covenants or obligations shall be read into this Resolution against the Paying Agent. The Board hereby approves the execution and delivery of a Paying Agent Agreement between the District and the Paying Agent. A District Representative is hereby authorized and directed to execute the final form of such Paying Agent Agreement on behalf of the District.

The District may remove the Paying Agent initially appointed, and any successor thereto, and may appoint a successor or successors thereto, but any such successor shall be the County, or a bank, national banking association or trust company doing business and having an office in the State of California, having a combined capital (exclusive of borrowed capital) and surplus of at least \$50,000,000, and subject to supervision or examination by federal or state authority. If such bank, national banking association or trust company publishes a report of condition at least annually, under law or to the requirements of any supervising or examining authority above referred to, then for the purposes of this Section 6.01 the combined capital and surplus of such bank, national banking association or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

The appointed Paying Agent may at any time resign by giving written notice to the County Treasurer, the District and the Series C Bond Owners of such resignation. Upon receiving notice of such resignation, the County Treasurer shall promptly appoint a successor Paying Agent by an instrument in writing. Any resignation or removal of the appointed Paying Agent and appointment of a successor Paying Agent will become effective upon acceptance of appointment by the successor Paying Agent.

SECTION 6.02. *Paying Agent May Hold Series C Bonds.* The Paying Agent may become the owner of any of the Series C Bonds in its own or any other capacity with the same rights it would have if it were not Paying Agent.

SECTION 6.03. *Liability of Agents.* The recitals of facts, covenants and agreements in this Resolution and in the Series C Bonds constitute statements, covenants and agreements of the District, and the Paying Agent assumes no responsibility for the correctness of the same, nor makes any representations as to the validity or sufficiency of this Resolution or of the Series C Bonds, nor shall incur any responsibility in respect thereof, other than as set forth in this Resolution. The Paying Agent is not liable in connection with the performance of its duties hereunder, except for its own negligence or willful default.

In the absence of bad faith, the Paying Agent may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Paying Agent and conforming to the requirements of this Resolution.

The Paying Agent is not liable for any error of judgment made in good faith by a responsible officer in the absence of the negligence of the Paying Agent.

No provision of this Resolution requires the Paying Agent to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it has reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

The Paying Agent may execute any of the powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys the Paying Agent shall be responsible for any misconduct or negligence on the part of any agent or attorney appointed by it hereunder.

SECTION 6.04. *Notice to Paying Agent.* The Paying Agent may rely and is protected in acting or refraining from acting upon any notice, resolution, request, consent, order, certificate, report, warrant, bond or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or proper parties. The Paying Agent may consult with counsel, who may be counsel to the District, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith.

Whenever in the administration of its duties under this Resolution the Paying Agent deems it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof is specifically prescribed in this Resolution) may, in the absence of bad faith on the part of the Paying Agent, be deemed to be conclusively proved and established by a certificate of the District, and such certificate shall be full warrant to the Paying Agent for any action taken or suffered under the provisions of this Resolution upon the faith thereof, but in its discretion the Paying Agent may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

SECTION 6.05. *Compensation; Indemnification.* The District shall pay to the Paying Agent from time to time reasonable compensation for all services rendered under this Resolution, and also all reasonable expenses, charges, counsel fees and other disbursements, including those of their attorneys, agents and employees, incurred in and

about the performance of their powers and duties under Resolution. Amounts on deposit in the Debt Service Fund shall be applied to pay the fees and expenses of the Paying Agent insofar as permitted by law, including specifically by Section 15232 of the Education Code. The District further agrees to indemnify the Paying Agent against any liabilities which it may incur in the exercise and performance of its powers and duties hereunder which are not due to its negligence or bad faith.

ARTICLE VII

REMEDIES OF SERIES C BOND OWNERS

SECTION 7.01. *Remedies of Series C Bond Owners.* Any Series C Bond Owner has the right, for the equal benefit and protection of all Series C Bond Owners similarly situated:

- (a) by mandamus, suit, action or proceeding, to compel the District and its board members, officers, agents or employees to perform each and every term, provision and covenant contained in this Resolution and in the Series C Bonds, and to require the carrying out of any or all such covenants and agreements of the District and the fulfillment of all duties imposed upon it;
- (b) by suit, action or proceeding in equity, to enjoin any acts or things which are unlawful, or the violation of any of the Series C Bond Owners' rights; or
- (c) upon the happening and continuation of any default by the District hereunder or under the Series C Bonds, by suit, action or proceeding in any court of competent jurisdiction, to require the District and its board members and employees to account as if it and they were the trustees of an express trust.

SECTION 7.02. *Remedies Not Exclusive.* No remedy herein conferred upon the Owners of Series C Bonds is exclusive of any other remedy. Each and every remedy is cumulative and may be exercised in addition to every other remedy given hereunder or thereafter conferred on the Series C Bond Owners.

SECTION 7.03. *Non-Waiver.* Nothing in this Article VII or in any other provision of this Resolution or in the Series C Bonds, affects or impairs the obligation of the District, which is absolute and unconditional, to pay the principal of and interest on the Series C Bonds to the respective Owners of the Series C Bonds at the respective dates of maturity, as herein provided, or affects or impairs the right of action against the District, which is also absolute and unconditional, of such Owners to institute suit against the District to enforce such payment by virtue of the contract embodied in the Series C Bonds.

A waiver of any default by any Series C Bond Owner shall not affect any subsequent default or impair any rights or remedies on the subsequent default. No

delay or omission of any Owner of any of the Series C Bonds to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein, and every power and remedy conferred upon the Series C Bond Owners by this Article VII may be enforced and exercised from time to time and as often as shall be deemed expedient by the Owners of the Series C Bonds.

If a suit, action or proceeding to enforce any right or exercise any remedy be abandoned or determined adversely to the Series C Bond Owners, the District and the Series C Bond Owners shall be restored to their former positions, rights and remedies as if such suit, action or proceeding had not been brought or taken.

ARTICLE VIII

AMENDMENT OF THIS RESOLUTION

SECTION 8.01. *Amendments Effective Without Consent of the Owners.* The Board may amend this Resolution from time to time, without the consent of the Owners of the Series C Bonds, for any one or more of the following purposes:

- (a) To add to the covenants and agreements of the District in this Resolution, other covenants and agreements to be observed by the District which are not contrary to or inconsistent with this Resolution as theretofore in effect;
- (b) To confirm, as further assurance, any pledge under, and to subject to any lien or pledge created or to be created by, this Resolution, of any moneys, securities or funds, or to establish any additional funds or accounts to be held under this Resolution;
- (c) To cure any ambiguity, supply any omission, or cure or correct any defect or inconsistent provision in this Resolution, in a manner which does not materially adversely affect the interests of the Series C Bond Owners in the opinion of Bond Counsel filed with the District; or
- (d) To make such additions, deletions or modifications as may be necessary or desirable to assure exemption from federal income taxation of interest on the Series C Bonds.

SECTION 8.02. *Amendments Effective With Consent of the Owners.* The Board may amend this Resolution from time to time for any purpose not set forth in Section 8.01, with the written consent of the Owners of a majority in aggregate principal amount of the Series C Bonds Outstanding at the time such consent is given. Without the consent of all the Owners of such Series C Bonds, no such modification or amendment shall permit (a) a change in the terms of maturity of the principal of any Outstanding Series C Bonds or of any interest payable thereon or a reduction in the principal amount thereof or in the rate of interest thereon, (b) a reduction of the percentage of Series C Bonds the consent of the Owners of which is required to effect any such modification or

amendment, (c) a change in any of the provisions in Section 7.01 or (d) a reduction in the amount of moneys pledged for the repayment of the Series C Bonds, and no right or obligation of any Paying Agent may be changed or modified without its written consent.

ARTICLE IX

MISCELLANEOUS

SECTION 9.01. *Benefits of Resolution Limited to Parties.* Nothing in this Resolution, expressed or implied, gives any person other than the District, the County, the Paying Agent and the Owners of the Series C Bonds, any right, remedy, claim under or by reason of this Resolution. The covenants, stipulations, promises or agreements in this Resolution are for the sole and exclusive benefit of the Owners of the Series C Bonds.

SECTION 9.02. *Defeasance of Series C Bonds.*

(a) Discharge of Resolution. Any or all of the Series C Bonds may be paid by the District in any of the following ways, provided that the District also pays or causes to be paid any other sums payable hereunder by the District:

- (i) by paying or causing to be paid the principal or redemption price of and interest on such Series C Bonds, as and when the same become due and payable;
- (ii) by irrevocably depositing, in trust, at or before maturity, money or securities in the necessary amount (as provided in Section 9.02(c) hereof) to pay or redeem such Series C Bonds; or
- (iii) by delivering such Series C Bonds to the Paying Agent for cancellation by it.

If the District pays all Outstanding Series C Bonds and also pays or causes to be paid all other sums payable hereunder by the District, then and in that case, at the election of the District (evidenced by a certificate of a District Representative filed with the Paying Agent, signifying the intention of the District to discharge all such indebtedness and this Resolution), and notwithstanding that any Series C Bonds have not been surrendered for payment, this Resolution and other assets made under this Resolution and all covenants, agreements and other obligations of the District under this Resolution shall cease, terminate, become void and be completely discharged and satisfied, except only as provided in Section 9.02(b). In such event, upon request of the District, the Paying Agent shall cause an accounting for such period or periods as may be requested by the District to be prepared and filed with the District and shall execute and deliver to the District all such instruments as may be necessary to evidence such discharge and satisfaction, and the Paying Agent shall pay over, transfer, assign or deliver to the District all moneys or securities or other property held by it under this Resolution which are not required for the payment or redemption of Series C Bonds not theretofore surrendered for such payment or redemption.

(b) Discharge of Liability on Series C Bonds. Upon the deposit, in trust, at or before maturity, of money or securities in the necessary amount (as provided in Section 9.02(c) hereof) to pay or redeem any Outstanding Series C Bond (whether upon or prior to its maturity or the redemption date of such Series C Bond), provided that, if such Series C Bond is to be redeemed prior to maturity, notice of such redemption has been given as provided in Section 2.03 or provision satisfactory to the Paying Agent has been made for the giving of such notice, then all liability of the District in respect of such Series C Bond shall cease and be completely discharged, except only that thereafter the Owner thereof shall be entitled only to payment of the principal of and interest on such Series C Bond by the District, and the District shall remain liable for such payment, but only out of such money or securities deposited with the Paying Agent as aforesaid for such payment, provided further, however, that the provisions of Section 9.02(d) shall apply in all events.

The District may at any time surrender to the Paying Agent for cancellation by it any Series C Bonds previously issued and delivered, which the District may have acquired in any manner whatsoever, and such Series C Bonds, upon such surrender and cancellation, shall be deemed to be paid and retired.

(c) Deposit of Money or Securities with Paying Agent. Whenever in this Resolution it is provided or permitted that there be deposited with or held in trust by the Paying Agent or other escrow holder money or securities in the necessary amount to pay or redeem any Series C Bonds, the money or securities so to be deposited or held may include money or securities held by the Paying Agent in the funds and accounts established under this Resolution and shall be:

- (i) lawful money of the United States of America in an amount equal to the principal amount of such Series C Bonds and all unpaid interest thereon to maturity, except that, in the case of Series C Bonds which are to be redeemed prior to maturity and in respect of which notice of such redemption has been given as provided in Section 2.03 or provision satisfactory to the Paying Agent has been made for the giving of such notice, the amount to be deposited or held shall be the principal amount or redemption price of such Series C Bonds and all unpaid interest thereon to the redemption date; or
- (ii) Federal Securities (not callable by the issuer thereof prior to maturity) the principal of and interest on which when due, in the opinion of a certified public accountant delivered to the District, will provide money sufficient to pay the principal or redemption price of and all unpaid interest to maturity, or to the redemption date, as the case may be, on the Series C Bonds to be paid or redeemed, as such principal or redemption price and interest become due, provided that, in the case of Series C Bonds which are to be redeemed prior to the maturity thereof, notice of such redemption has been given as provided in Section 2.03 or provision satisfactory to the Paying Agent has been made for the giving of such notice.

(d) Payment of Series C Bonds After Discharge of Resolution. Notwithstanding any provisions of this Resolution, any moneys held by the Paying Agent in trust for the payment of the principal or redemption price of, or interest on, any Series C Bonds and

remaining unclaimed for two years after the principal of all of the Series C Bonds has become due and payable (whether at maturity or upon call for redemption as provided in this Resolution), if such moneys were so held at such date, or two years after the date of deposit of such moneys if deposited after said date when all of the Series C Bonds became due and payable, shall, upon request of the District, be repaid to the District free from the trusts created by this Resolution, and all liability of the Paying Agent with respect to such moneys shall thereupon cease; *provided, however,* that before the repayment of such moneys to the District as aforesaid, the Paying Agent may (at the cost of the District) first mail to the Owners of all Series C Bonds which have not been paid at the addresses shown on the Registration Books a notice in such form as may be deemed appropriate by the Paying Agent, with respect to the Series C Bonds so payable and not presented and with respect to the provisions relating to the repayment to the District of the moneys held for the payment thereof. Thereafter, the District shall remain liable to the Owners for payment of any amounts due on the Series C Bonds, which amounts shall be deemed to be paid by the District from moneys remitted to it by the Paying Agent under this subsection (d).

SECTION 9.03. *Execution of Documents and Proof of Ownership by Series C Bond Owners.* Any request, declaration or other instrument which this Resolution may require or permit to be executed by Series C Bond Owners may be in one or more instruments of similar tenor, and shall be executed by Series C Bond Owners in person or by their attorneys appointed in writing.

Except as otherwise herein expressly provided, the fact and date of the execution by any Series C Bond Owner or his or her attorney of such request, declaration or other instrument, or of such writing appointing such attorney, may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he or she purports to act, that the person signing such request, declaration or other instrument or writing acknowledged to him or her the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer.

Except as otherwise herein expressly provided, the ownership of registered Series C Bonds and the amount, maturity, number and date of holding the same shall be proved by the Registration Books.

Any request, declaration or other instrument or writing of the Owner of any Series C Bond shall bind all future Owners of such Series C Bond in respect of anything done or suffered to be done by the District or the Paying Agent in good faith and in accordance therewith.

SECTION 9.04. *Waiver of Personal Liability.* No Board member, officer, agent or employee of the District shall be individually or personally liable for the payment of the principal of or interest on the Series C Bonds; but nothing herein contained shall relieve any such Board member, officer, agent or employee from the performance of any official duty provided by law.

SECTION 9.05. *Limited Duties of County; Indemnification.* Notwithstanding anything stated to the contrary in this Resolution, the Series C Bonds are not a debt of the County, including its Board, officers, officials, agents and employees, and the County, including its Board, officers, officials, agents and employees, has no obligation

to repay the Series C Bonds. Neither the County, nor its Board of Supervisors, nor any officer, official, agent or employee of the County, shall have any obligation or liability hereunder or in connection with the transactions contemplated hereby other than as specified in the Education Code other than due to its negligence or bad faith. The Series C Bonds, including the interest thereon, are payable solely from taxes levied under Section 15250 of the Education Code. The County has no responsibility and assumes no liability whatsoever arising from the expenditure of the proceeds of the Series C Bonds by the District.

The County (including its officers, agents and employees) shall undertake only those duties of the County under this Resolution which are specifically set forth in this Resolution and in applicable provisions of the Bond Law and the Education Code, and even during the continuance of an event of default with respect to the Series C Bonds, no implied covenants or obligations shall be read into this Resolution against the County (including its officers, agents and employees).

The District further agrees to indemnify and hold harmless, to the extent permitted by law, the County, including its officers, agents and employees (the "Indemnified Parties") against any and all losses, claims, damages or liabilities, joint or several, which it may incur in the exercise and performance of its powers and duties hereunder, including legal and other expenses incurred in connection with investigating or defending any such claims or actions, which are not due to its negligence or bad faith.

SECTION 9.06. *Destruction of Canceled Series C Bonds.* Whenever in this Resolution provision is made for the surrender to the District of any Series C Bonds which have been paid or canceled under the provisions of this Resolution, a certificate of destruction duly executed by the Paying Agent shall be deemed to be the equivalent of the surrender of such canceled Series C Bonds and the District shall be entitled to rely upon any statement of fact contained in any certificate with respect to the destruction of any such Series C Bonds therein referred to.

SECTION 9.07. *Partial Invalidity.* If any section, paragraph, sentence, clause or phrase of this Resolution shall for any reason be held illegal or unenforceable, such holding shall not affect the validity of the remaining portions of this Resolution. The District hereby declares that it would have adopted this Resolution and each and every other section, paragraph, sentence, clause or phrase hereof and authorized the issue of the Series C Bonds pursuant thereto irrespective of the fact that any one or more sections, paragraphs, sentences, clauses, or phrases of this Resolution may be held illegal, invalid or unenforceable. If, by reason of the judgment of any court, the District is rendered unable to perform its duties hereunder, all such duties and all of the rights and powers of the District hereunder shall be assumed by and vest in the chief financial officer of the District in trust for the benefit of the Series C Bond Owners.

SECTION 9.08. *Effective Date of Resolution.* This Resolution shall take effect from and after the date of its passage and adoption.

* * * * *

The foregoing Resolution was adopted by the Governing Board of the Moraga Elementary School District of Contra Costa County, being the Board authorized by law to make the designations therein contained by the following vote, on August 11, 2020.

Adopted by the following votes:

AYES: 5

NOES: 0


ABSENT: 0

ABSTAIN: 0



Clayton R. Davis
President of the Board

Attest:


Bruce W. Burns
Secretary of the Board

APPENDIX A

FORM OF SERIES C BOND

[Exhibit only; Not for execution]

REGISTERED BOND NO. _____

\$_____

MORAGA ELEMENTARY SCHOOL DISTRICT

(Contra Costa County, California)

GENERAL OBLIGATION BOND

ELECTION OF 2016, SERIES C

INTEREST RATE PER ANNUM:	MATURITY DATE:	DATED DATE:	CUSIP:
	August 1, 20__		

REGISTERED OWNER: Cede & Co.

PRINCIPAL AMOUNT: *** _____ **DOLLARS*****

The Moraga Elementary School District (the "District"), located in the County of Contra Costa (the "County"), for value received, hereby promises to pay to the Registered Owner named above, or registered assigns, the principal amount on the Maturity Date, each as stated above, and interest thereon, calculated on a 30/360 day basis, until the principal amount is paid or provided for, at the Interest Rate stated above, such interest to be paid on February 1 and August 1 of each year, commencing February 1, 2021 (the "Interest Payment Dates"). This Bond will bear interest from the Interest Payment Date next preceding the date of authentication hereof, unless (a) it is authenticated as of a business day following the 15th day of the month immediately preceding any Interest Payment Date and on or before such Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or (b) it is authenticated on or before January 15, 2021, in which event it shall bear interest from the Dated Date referred to above. Principal hereof is payable at the corporate trust office of the paying agent for the Bonds (the "Paying Agent"), initially being The Bank of New York Mellon Trust Company, N.A. Interest hereon (including the final interest payment upon maturity) is payable by check or draft of the Paying Agent mailed by first-class mail to the Owner at the Owner's address as it appears on the registration books maintained by the Paying Agent as of the close of business on the 15th day of the month next preceding such Interest Payment Date (the "Record Date"), or at such other address as the Owner may have filed with the Paying Agent for that purpose.

This Bond is one of a duly authorized issue of Bonds of the District designated as "Moraga Elementary School District (Contra Costa County, California) General Obligation Bonds, Election of 2016, Series C" (the "Bonds"), in an aggregate principal

amount of \$_____, all of like tenor and date (except for such variation, if any, as may be required to designate varying numbers, maturities, interest rates or redemption and other provisions) and all issued under the provisions of Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (the "Bond Law"), and under a Resolution of the Governing Board of the District adopted on August 11, 2020 (the "Resolution"), authorizing the issuance of the Bonds. The issuance of the Bonds has been authorized by the requisite 55% vote of the electors of the District cast at a special bond election held on November 8, 2016, upon the question of issuing bonds in the amount of \$33,000,000.

The Bonds are general obligations of the District. The Board has the power to direct the County to levy *ad valorem* taxes upon all property within the District that is subject to taxation by the District, without limitation of rate or amount, for the payment of the Bonds and the interest and redemption premium (if any) thereon. The Bonds, including the interest thereon, are payable solely from taxes levied under Sections 15250 and 15252 of the California Education Code. The Bonds are secured by a statutory lien on all revenues received pursuant to the levy and collection of the voter-approved tax for the Bonds.

The Bonds are being issued subject to the terms and conditions of the Resolution. All capitalized terms herein and not otherwise defined have the meaning given them in the Resolution, and if not therein defined, in the Bond Purchase Agreement with respect to the Bonds. Reference is hereby made to the Resolution and the Bond Purchase Agreement (copies of which are on file at the office of the Paying Agent) and the Bond Law for a description of the terms on which the Bonds are issued and the rights thereunder of the owners of the Bonds and the rights, duties and immunities of the Paying Agent and the rights and obligations of the District thereunder, to all of the provisions of which Resolution the Owner of this Bond, by acceptance hereof, assents and agrees.

The principal of and interest and redemption premium, if any, on this Bond does not constitute a debt of the County, the State of California, or any of its political subdivisions other than the District, or any of the officers, agents and employees thereof, and neither the County, the State of California, any of its political subdivisions, nor any of the officers, agents and employees thereof shall be liable hereon. In no event shall the principal of and interest and redemption premium, if any, on this Bond be payable out of any funds or properties of the District other than *ad valorem* taxes levied upon all taxable property in the District.

The Bonds of this issue are issuable only as fully registered Bonds in the denominations of \$5,000 or any integral multiple thereof. This Bond is exchangeable and transferable for Bonds of other authorized denominations at the principal corporate trust office of the Paying Agent, by the Registered Owner or by a person legally empowered to do so, upon presentation and surrender hereof to the Paying Agent, together with a request for exchange or an assignment signed by the Registered Owner or by a person legally empowered to do so, in a form satisfactory to the Paying Agent, all subject to the terms, limitations and conditions provided in the Bond Resolution. Any tax or governmental charges shall be paid by the transferor. The District and the Paying Agent may deem and treat the Registered Owner as the absolute owner of this Bond for the purpose of receiving payment of or on account of principal or interest and for all

other purposes, and neither the District nor the Paying Agent shall be affected by any notice to the contrary.

The Bonds maturing on or after August 1, 20__ are subject to redemption prior to maturity, at the option of the District, in whole or in part among maturities on such basis as shall be designated by the District and by lot within a maturity, from any available source of funds, on August 1, 20__, or on any date thereafter, at a price equal to 100% of the principal amount thereof, without premium, together with accrued interest thereon to the redemption date.

The Bonds maturing on August 1, 20__ and August 1, 20__ (the "Term Bonds"), are subject to mandatory sinking fund redemption on August 1 of each year in accordance with the respective schedules set forth below. The Term Bonds so called for mandatory sinking fund redemption shall be redeemed in the sinking fund payments amounts and on the dates set forth below, without premium.

Term Bonds Maturing August 1, 20__

Redemption Date (August 1)	Sinking Fund Redemption
-------------------------------	----------------------------

Term Bonds Maturing August 1, 20__

Redemption Date (August 1)	Sinking Fund Redemption
-------------------------------	----------------------------

If any such Term Bonds are redeemed pursuant to optional redemption, the total amount of all future sinking fund payments with respect to such Term Bonds shall be reduced by the aggregate principal amount of such Term Bonds so redeemed, to be allocated among such payments on a pro rata basis in integral multiples of \$5,000 principal amount (or on such other basis as the District may determine) as set forth in written notice given by the District to the Paying Agent.

The Paying Agent shall give notice of the redemption of the Bonds at the expense of the District. Such notice shall specify: (a) that the Bonds or a designated portion thereof are to be redeemed, (b) the numbers and CUSIP numbers of the Bonds to be redeemed, (c) the date of notice and the date of redemption, (d) the place or places where the redemption will be made, and (e) descriptive information regarding the Bonds including the dated date, interest rate and stated maturity date. Such notice shall further state that on the specified date there shall become due and payable upon each Bond to be redeemed, the portion of the principal amount of such Bond to be redeemed, together with interest accrued to said date, the redemption premium, if any, and that from and after such date interest with respect thereto shall cease to accrue and be payable. Such notice may be conditional and subject to rescission as described in the Resolution.

Notice of redemption shall be by registered or otherwise secured mail or delivery service, postage prepaid, to the registered owner of the Bonds, to a municipal registered securities depository and to a national information service that disseminates securities redemption notices and, by first class mail, postage prepaid, to the District and the respective Owners of any Bonds designated for redemption at their addresses appearing on the Bond registration books, in every case at least 20 days, but not more than 60 days, prior to the redemption date; provided that neither failure to receive such notice nor any defect in any notice so mailed shall affect the sufficiency of the proceedings for the redemption of such Bonds.

Neither the District nor the Paying Agent will be required: (a) to issue or transfer any Bond during a period beginning with the opening of business on the 15th calendar day next preceding either any Interest Payment Date or any date of selection of any Bond to be redeemed and ending with the close of business on the Interest Payment Date or a day on which the applicable notice of redemption is given, or (b) to transfer any Bond which has been selected or called for redemption in whole or in part.

Reference is made to the Bond Resolution for a more complete description of the provisions, among others, with respect to the nature and extent of the security for the Bonds of this series, the rights, duties and obligations of the District, the Paying Agent and the Registered Owners, and the terms and conditions upon which the Bonds are issued and secured. The owner of this Bond assents, by acceptance hereof, to all of the provisions of the Bond Resolution.

It is certified, recited and declared that all acts and conditions required by the Constitution and laws of the State of California to exist, to be performed or to have been met precedent to and in the issuing of the Bonds in order to make them legal, valid and binding general obligations of the District, have been performed and have been met in regular and due form as required by law; that payment in full for the Bonds has been received; that no statutory or constitutional limitation on indebtedness or taxation has been exceeded in issuing the Bonds; and that due provision has been made for levying and collecting *ad valorem* property taxes on all of the taxable property within the District in an amount sufficient to pay principal and interest when due, and for levying and collecting such taxes the full faith and credit of the District are hereby pledged.

This Bond shall be not be valid or obligatory for any purpose and is not entitled to any security or benefit under the Bond Resolution (described on the reverse hereof) until the Certificate of Authentication below has been manually signed by the Paying Agent.

Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Paying Agent for registration of transfer, exchange, or payment, and any Bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest in this Bond.

IN WITNESS WHEREOF, the Moraga Elementary School District has caused this Bond to be executed by the facsimile signature of its President and attested by the facsimile signature of the Clerk of its Governing Board, all as of the date stated above.

MORAGA ELEMENTARY SCHOOL DISTRICT

By [exhibit only] _____
President

Attest:

[exhibit only] _____
Secretary of the Board

FORM OF CERTIFICATE OF AUTHENTICATION

This is one of the Bonds described in the within-mentioned Resolution.

Authentication Date: _____, 20__

**THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A.,**
as Paying Agent

By [exhibit only] _____
Authorized Signatory

FORM OF ASSIGNMENT

For value received, the undersigned do(es) hereby sell, assign and transfer unto

(Name, Address and Tax Identification or Social Security Number of Assignee)

the within Bond and do(es) hereby irrevocably constitute and appoint _____, attorney, to transfer the same on the registration books of the Bond Registrar, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

Note: Signature(s) must be guaranteed by a an eligible guarantor institution.

Note: The signature(s) on this Assignment must correspond with the name(s) as written on the face of the within Bond in every particular without alteration or enlargement or any change whatsoever.

APPENDIX B

REQUIRED DISCLOSURES PURSUANT TO GOVERNMENT CODE SECTION 5852.1

1. True Interest Cost of the Series C Bonds (Estimated): 2.85%
2. Finance charge of the Series C Bonds, being the sum of all fees and charges paid to third parties, in the amount of approximately \$217,500. Such amount consists of costs of issuing the Series C Bonds in the amount of approximately \$150,000, together with estimated underwriter's compensation (\$67,500).
3. Proceeds of the Series C Bonds expected to be received by the District for deposit to the Building Fund, net of proceeds for Costs of Issuance in (2) above to paid, capitalized interest and reserves (if any) from the principal amount of the Series C Bonds (Estimated): \$8,850,000.
4. Total Payment Amount for the Series C Bonds, being the sum of all debt service to be paid on the Series C Bonds to final maturity (Estimated): \$14,562,077 (repayment ratio 1.62:1).

**All amounts and percentages are estimates, and are made in good faith by the District based on information available as of the date of adoption of this Resolution. Estimates include certain assumptions regarding tax-exempt rates available in the tax-exempt bond market at the time of pricing the Series C Bonds.*



**Contra
Costa
County**

To: Board of Supervisors
From: David Twa, County Administrator
Date: September 8, 2020

Subject: Liberty Union High School District General Obligation Bonds, Election of 2016, Series B

RECOMMENDATION(S):

ADOPT Resolution No. 2020/239 authorizing the issuance and sale of "Liberty Union High School District General Obligation Bonds, Election of 2016, Series B" in an amount not to exceed \$62,000,000 by the Liberty Union High School District on its own behalf pursuant to Sections 15140 and 15146 of the Education Code, as permitted by Section 53508.7(c) of the Government Code.

FISCAL IMPACT:

There is no fiscal impact to the County.

BACKGROUND:

The Liberty Union High School District intends to issue General Obligation bonds to fund capital improvements throughout the District. The District has requested that the Board of Supervisors adopt a resolution authorizing the direct issuance and sale of bonds by the District on its own behalf as authorized by Section 15140(b) of the Education Code.

The District adopted a resolution on August 12, 2020 authorizing the sale and issuance of the bonds. This issuance was approved by the voters as part of a bond measure listed on the November 8, 2016 ballot.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/08/2020** 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: September 8, 2020

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

By: June McHuen, Deputy

Contact: Timothy Ewell,
925-655-2043

cc:

CONSEQUENCE OF NEGATIVE ACTION:

Without the Contra Costa County Board of Supervisors authorization, the School District will not be able to issue the bonds.

CHILDREN'S IMPACT STATEMENT:

The recommendation supports the following Children's Report Card outcome: Communities that are Safe and Provide a High Quality of Life for Children and Families.

AGENDA ATTACHMENTS

Resolution 2020/239

District Resolution

MINUTES ATTACHMENTS

Signed Resolution No. 2020/239

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

Adopted this Resolution on 09/08/2020 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. 2020/239

RESOLUTION OF THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY CONSENTING TO AND AUTHORIZING THE LIBERTY UNION HIGH SCHOOL DISTRICT TO ISSUE ITS GENERAL OBLIGATION BONDS, ELECTION OF 2016, SERIES BON ITS OWN BEHALF

RESOLVED by the Board of Supervisors (the "Board") of Contra Costa County (the "County"), State of California:

WHEREAS, Sections 53506 *et seq.* of the California Government Code, including Section 53508.7 thereof, provide that California public school district may issue and sell bonds on its own behalf at private sale pursuant to sections 15140 or 15146 of the California Education Code;

WHEREAS, Section 15140(b) of the California Education Code provides that the board of supervisors of county may authorize California public school district in the county to issue and sell its own bonds without the further action of the board of supervisors or officers of the county;

WHEREAS, the Board of Trustees of the Liberty Union High School District (the "District"), a public school district under the jurisdiction of the County, has heretofore adopted and filed with the Clerk of this Board, a resolution (the "Bond Resolution") providing for the issuance and sale of its Liberty Union High School District (Contra Costa County, California) General Obligation Bonds, Election of 2016, Series B (the "Series B Bonds"), through negotiated sale pursuant to Sections 53506 *et seq.* of the California Government Code; and

WHEREAS, it has been requested that this Board consent to such issuance of the Series B Bonds and authorize the District to issue and sell the Series B Bonds on its own behalf at negotiated sale pursuant to Sections 15140 or 15146 of the California Education Code as permitted by Section 53508.7 of the California Government Code and the terms set forth in the Bond Resolution;

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Contra Costa, State of California, as follows:

Section 1. Recitals. All of the foregoing recitals are true and correct.

Section 2. Consent and Authorization of Negotiated Sale. This Board hereby consents to and authorizes the issuance and negotiated sale by the District on its own behalf of the Series B Bonds pursuant to Sections 15140 and 15146 of the California Education Code, as permitted by Section 53508.7 of the California Government Code and the terms and conditions set forth in the Bond Resolution. This consent and authorization set forth herein shall only apply to the Series B Bonds.

Section 3. Source of Payment. The County acknowledges receipt of the Bond Resolution as adopted and the requests made by the District to levy collect and distribute *ad valorem* tax revenues pursuant to Section 15250 *et seq.* of the California Education Code to pay for principal of and interest on the Series B Bonds when and if sold. Correspondingly, and subject to the issuance and sale of the Series B Bonds and transmittal of information concerning the debt service requirements thereof to the

appropriate County officers, there shall be levied by the County on all of the taxable property in the District in addition to all other taxes, a continuing direct *ad valorem* tax annually during the period the Series B Bonds are outstanding commencing with fiscal year 2020-21 an amount sufficient to pay the principal of and interest on the Series B Bonds when due which tax revenues when collected will be placed in the Debt Service Fund established pursuant to the Bond Resolution and have been irrevocably pledged for the payment of the principal of and interest on the Series B Bonds, when and as the same fall due. The monies in the Debt Service Fund, to the extent necessary to pay the principal of and interest on the Series B Bonds, as the same become due and payable, shall be transferred by the County to the Paying Agent for such bonds to pay the principal of and interest on the Series B Bonds as set out in California law and in the Bond Resolution.

Section 4. Approval of Actions. Officers of the Board and County officials and staff are authorized to do any and all things and are hereby authorized and directed jointly and severally to execute and deliver any and all documents which they may deem necessary or advisable in order to assist the District with the issuance of the Series B Bonds and otherwise carry out give effect to and comply with the terms and intent of this Resolution. Such actions heretofore taken by such officers, officials and staff are hereby ratified confirmed and approved.

Section 5. Indemnification of County. The County acknowledges and relies upon the fact that the District has represented that it shall indemnify and hold harmless, to the extent permitted by law, the County and its officers and employees ("Indemnified Parties"), against any and all losses, claims, damages or liabilities, joint or several, to which such Indemnified Parties may become subject because of action or inaction related to the adoption of this resolution, or related to the proceedings for sale, award, issuance and delivery of the Series B Bonds in accordance herewith and with the District's resolution and that the District shall also reimburse any such Indemnified Parties for any legal or other expenses incurred in connection with investigating or defending any such claims or actions not due to bad faith or negligence.

Section 6. Limited Responsibility for Official Statement. Neither the Board nor any officer of the County has prepared or reviewed the official statement of the District describing the Series B Bonds (the "Official Statement") and this Board and the various officers of the County take no responsibility for the contents or distribution thereof; provided, however, that solely with respect to a section contained or to be contained therein describing the County's investment policy, current portfolio holdings and valuation procedures, as they may relate to funds of the District held by the County Treasurer-Tax Collector, the County Treasurer-Tax Collector is hereby authorized and directed to prepare and review such information for inclusion in the Official Statement and in a preliminary official statement, and to certify in writing prior to or upon the issuance of the Series B Bonds that the information contained in such section does not contain any untrue statement of material fact or omit to state any material fact necessary in order to make the statements made therein in the light of the circumstances under which they are made not misleading.

Section 7. Limited Liability. Notwithstanding anything to the contrary contained herein, in the Series B Bonds or in any other document mentioned herein, neither the County nor the Board shall have any liability hereunder or by reason hereof or in connection with the transactions contemplated hereby and the Series B Bonds shall be payable solely from the moneys of the District available therefore as set forth in the Bond Resolution and herein.

Section 8. Effective Date. This Resolution shall take effect immediately upon its passage.

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

ATTESTED: September 8, 2020

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

Contact: Timothy Ewell, 925-655-2043

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 09/08/2020 by the following vote:

John Gioia
Candace Andersen
Diane Burgis
Karen Mitchoff
Federal D. Glover

AYE:
NO:
ABSENT:
ABSTAIN:
RECUSE:



Resolution No. 2020/239

RESOLUTION OF THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY CONSENTING TO AND AUTHORIZING THE LIBERTY UNION HIGH SCHOOL DISTRICT TO ISSUE ITS GENERAL OBLIGATION BONDS, ELECTION OF 2016, SERIES BON ITS OWN BEHALF

RESOLVED by the Board of Supervisors (the "Board") of Contra Costa County (the "County"), State of California:

WHEREAS, Sections 53506 *et seq.* of the California Government Code, including Section 53508.7 thereof, provide that California public school district may issue and sell bonds on its own behalf at private sale pursuant to sections 15140 or 15146 of the California Education Code;

WHEREAS, Section 15140(b) of the California Education Code provides that the board of supervisors of county may authorize California public school district in the county to issue and sell its own bonds without the further action of the board of supervisors or officers of the county;

WHEREAS, the Board of Trustees of the Liberty Union High School District (the "District"), a public school district under the jurisdiction of the County, has heretofore adopted and filed with the Clerk of this Board, a resolution (the "Bond Resolution") providing for the issuance and sale of its Liberty Union High School District (Contra Costa County, California) General Obligation Bonds, Election of 2016, Series B (the "Series B Bonds"), through negotiated sale pursuant to Sections 53506 *et seq.* of the California Government Code; and

WHEREAS, it has been requested that this Board consent to such issuance of the Series B Bonds and authorize the District to issue and sell the Series B Bonds on its own behalf at negotiated sale pursuant to Sections 15140 or 15146 of the California Education Code as permitted by Section 53508.7 of the California Government Code and the terms set forth in the Bond Resolution;

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Contra Costa, State of California, as follows:

Section 1. Recitals. All of the foregoing recitals are true and correct.

Section 2. Consent and Authorization of Negotiated Sale. This Board hereby consents to and authorizes the issuance and negotiated sale by the District on its own behalf of the Series B Bonds pursuant to Sections 15140 and 15146 of the California Education Code, as permitted by Section 53508.7 of the California Government Code and the terms and conditions set forth in the Bond Resolution. This consent and authorization set forth herein shall only apply to the Series B Bonds.

Section 3. Source of Payment. The County acknowledges receipt of the Bond Resolution as adopted and the requests made by the District to levy collect and distribute *ad valorem* tax revenues pursuant to Section 15250 *et seq.* of the California Education Code to pay for principal of and interest on the Series B Bonds when and if sold. Correspondingly, and subject to the issuance and sale of the Series B Bonds and transmittal of information concerning the debt service requirements thereof to the

appropriate County officers, there shall be levied by the County on all of the taxable property in the District in addition to all other taxes, a continuing direct *ad valorem* tax annually during the period the Series B Bonds are outstanding commencing with fiscal year 2020-21 an amount sufficient to pay the principal of and interest on the Series B Bonds when due which tax revenues when collected will be placed in the Debt Service Fund established pursuant to the Bond Resolution and have been irrevocably pledged for the payment of the principal of and interest on the Series B Bonds, when and as the same fall due. The monies in the Debt Service Fund, to the extent necessary to pay the principal of and interest on the Series B Bonds, as the same become due and payable, shall be transferred by the County to the Paying Agent for such bonds to pay the principal of and interest on the Series B Bonds as set out in California law and in the Bond Resolution.

Section 4. Approval of Actions. Officers of the Board and County officials and staff are authorized to do any and all things and are hereby authorized and directed jointly and severally to execute and deliver any and all documents which they may deem necessary or advisable in order to assist the District with the issuance of the Series B Bonds and otherwise carry out give effect to and comply with the terms and intent of this Resolution. Such actions heretofore taken by such officers, officials and staff are hereby ratified confirmed and approved.

Section 5. Indemnification of County. The County acknowledges and relies upon the fact that the District has represented that it shall indemnify and hold harmless, to the extent permitted by law, the County and its officers and employees ("Indemnified Parties"), against any and all losses, claims, damages or liabilities, joint or several, to which such Indemnified Parties may become subject because of action or inaction related to the adoption of this resolution, or related to the proceedings for sale, award, issuance and delivery of the Series B Bonds in accordance herewith and with the District's resolution and that the District shall also reimburse any such Indemnified Parties for any legal or other expenses incurred in connection with investigating or defending any such claims or actions not due to bad faith or negligence.

Section 6. Limited Responsibility for Official Statement. Neither the Board nor any officer of the County has prepared or reviewed the official statement of the District describing the Series B Bonds (the "Official Statement") and this Board and the various officers of the County take no responsibility for the contents or distribution thereof; provided, however, that solely with respect to a section contained or to be contained therein describing the County's investment policy, current portfolio holdings and valuation procedures, as they may relate to funds of the District held by the County Treasurer-Tax Collector, the County Treasurer-Tax Collector is hereby authorized and directed to prepare and review such information for inclusion in the Official Statement and in a preliminary official statement, and to certify in writing prior to or upon the issuance of the Series B Bonds that the information contained in such section does not contain any untrue statement of material fact or omit to state any material fact necessary in order to make the statements made therein in the light of the circumstances under which they are made not misleading.

Section 7. Limited Liability. Notwithstanding anything to the contrary contained herein, in the Series B Bonds or in any other document mentioned herein, neither the County nor the Board shall have any liability hereunder or by reason hereof or in connection with the transactions contemplated hereby and the Series B Bonds shall be payable solely from the moneys of the District available therefore as set forth in the Bond Resolution and herein.

Section 8. Effective Date. This Resolution shall take effect immediately upon its passage.

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

Contact: Timothy Ewell, 925-655-2043

ATTESTED: September 8, 2020

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

By:  Deputy

cc:

RESOLUTION NO. 2020-20

RESOLUTION OF THE BOARD TRUSTEES OF THE LIBERTY UNION HIGH SCHOOL DISTRICT AUTHORIZING THE ISSUANCE AND SALE OF GENERAL OBLIGATION BONDS, ELECTION OF 2016, SERIES B, IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$62,000,000, AND APPROVING RELATED DOCUMENTS AND ACTIONS

WHEREAS, an election was duly and regularly held in the Liberty Union High School District (the "District") on November 8, 2016, in accordance with Section 1(b)(3) of Article XIII A of the California Constitution, for the purpose of submitting Measure U (the "Bond Measure") to the qualified electors of the District, authorizing the issuance of general obligation bonds in the aggregate principal amount of \$122,000,000 (the "Bonds"), and the requisite 55% of the votes cast were in favor of the issuance of the Bonds; and

WHEREAS, the abbreviated form of Measure U is:

"To provide educational facilities and equipment to support advanced courses in math, science, engineering, arts and technology, modernize aging science labs, computer systems and career educational facilities, repair deteriorating roofs, plumbing, heating, ventilation and electrical systems, add classrooms and facilities including those relieving overcrowding, and to improve the likelihood of local high schools qualifying for state matching funds, shall Liberty Union High School District issue \$122 million in bonds at legal interest rates, with independent citizen oversight and audits?"; and

WHEREAS, at its meeting on January 11, 2017, the Board of Trustees (the "Board") duly certified the successful election results and caused such entry in its minutes; and

WHEREAS, the Board is authorized to provide for the issuance and sale of any series of Bonds under the provisions of Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (the "Bond Law"); and

WHEREAS, pursuant to the Bond Law, on August 10, 2017, the District issued a first series of the Bonds designated "Liberty Union High School District (Contra Costa County, California) General Obligation Bonds, Election of 2016, Series A" in the aggregate principal amount of \$60,000,000; and

WHEREAS, the District wishes at this time to initiate proceedings for the issuance of a second series of the Bonds under the Bond Law in the aggregate principal amount of not to exceed \$62,000,000 to be designated "Liberty Union High School District (Contra Costa County, California) General Obligation Bonds, Election of 2016, Series B" (the "Series B Bonds") as provided in this Resolution for the purpose of providing additional financing for projects which are authorized under Measure U;

WHEREAS, the District's Second Interim Report for fiscal year 2019-20 was certified as positive and the District intends, with the County's consent, to sell the Series B Bonds on its own behalf pursuant to the Bond Law; and

WHEREAS, the Board has adopted a Debt Management Policy in compliance with Senate Bill 1029 effective January 1, 2017 and issuance of the Series B Bonds will be in compliance with such policy; and

WHEREAS, further, as required by Government Code Section 5852.1 enacted January 1, 2018 by Senate Bill 450, attached hereto as Appendix B is the information relating to the Bonds that has been obtained by the Board and is hereby disclosed and made public; and

NOW, THEREFORE, BE IT RESOLVED by the Board of the Liberty Union High School District as follows:

ARTICLE I

DEFINITIONS; AUTHORITY

SECTION 1.01. *Definitions.* The terms defined in this Section 1.01, as used and capitalized herein, shall, for all purposes of this Resolution, have the meanings given them below, unless the context clearly requires some other meaning.

"Authorized Investments" means the County Investment Pool, the Local Agency Investment Fund, any investments authorized pursuant to Sections 53601 and 53635 of the California Government Code, provided that said investments are part of the County treasury, in accordance with Education Code Section 15146(g). The Treasurer-Tax Collector shall assume no responsibility in the reporting, reconciling and monitoring in the investment of proceeds related to the Series B Bonds.

"Board" means the Board of Trustees of the District.

"Bond Counsel" means (a) the firm of Jones Hall, A Professional Law Corporation, or (b) any other attorney or firm of attorneys nationally recognized for expertise in rendering opinions as to the legality and tax-exempt status of securities issued by public entities.

"Bond Law" means Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California, commencing with Section 53506 of said Code, as in effect on the date of adoption hereof and as amended hereafter.

"Bond Measure" means Measure U submitted to and approved by the requisite 55% of the voters on November 8, 2016, under which the issuance of the Bonds has been authorized.

"Bond Purchase Agreement" means the Bond Purchase Agreement between the District and the Underwriter, under which the Underwriter agrees to purchase the Series B Bonds and pay the purchase price therefor.

"Bonds" means, collectively, all bonds issued pursuant to the Bond Measure.

"Building Fund" means the fund established and held by the County by the County Controller and maintained by the County Treasurer under Section 3.03.

"Closing Date" means the date upon which there is a delivery of the Series B Bonds in exchange for the amount representing the purchase price of the Series B Bonds by the Underwriter.

"Continuing Disclosure Certificate" means the Continuing Disclosure Certificate which is executed and delivered by a District Representative on the Closing Date.

"Costs of Issuance" means all items of expense directly or indirectly payable by or reimbursable to the District and related to the authorization, issuance, sale and delivery of the Series B Bonds, including but not limited to the costs of preparation and reproduction of documents, printing expenses, filing and recording fees, initial fees and charges of the Paying Agent and its counsel, legal fees and charges, fees and disbursements of consultants and professionals, rating agency fees and any other cost, charge or fee in connection with the original issuance and sale of the Series B Bonds.

"County" means the County of Contra Costa, a political subdivision of the State of California, duly organized and existing under the Constitution and laws of the State of California.

"County Auditor-Controller" means the Contra Costa County Auditor-Controller, or any authorized deputy thereof.

"County Treasurer" means the Contra Costa County Treasurer-Tax Collector, or any authorized deputy thereof.

"Debt Service Fund" means the account established by the County Controller and held by the County Treasurer under Section 4.02.

"Depository" means (a) initially, DTC, and (b) any other Securities Depository acting as Depository under Section 2.09.

"Depository System Participant" means any participant in the Depository's book-entry system.

"District" means the Liberty Union High School District, a school district organized under the Constitution and laws of the State of California, and any successor thereto.

"District Representative" means the President of the Board, the Vice President of the Board, the Superintendent, the Chief Business Officer, or the written designee of such officers, or any other person authorized by resolution of the Board of Trustees of the District to act on behalf of the District with respect to this Resolution and the Bonds.

"DTC" means The Depository Trust Company, New York, New York, and its successors and assigns.

"Education Code" means the Education Code of the State of California, as in effect on the Closing Date or as thereafter amended from time to time.

"Federal Securities" means (a) any direct general obligations of the United States of America (including obligations issued or held in book entry form on the books of the Department of the Treasury of the United States of America), for which the full faith and credit of the United States of America are pledged; (b) obligations of any agency, department or instrumentality of the United States of America, the timely payment of principal and interest on which are directly or indirectly secured or guaranteed by the full faith and credit of the United States of America.

"Interest Payment Dates" means February 1 and August 1 in each year during the term of such Series B Bond, commencing on the date set forth in the Bond Purchase Agreement, provided, however, that such dates are subject to modification as provided in the Bond Purchase Agreement.

"Office" means the office or offices of the Paying Agent for the payment of the Bonds and the administration of its duties hereunder. The Paying Agent may designate and re-designate the Office from time to time by written notice filed with the County and the District.

"Outstanding," when used as of any particular time with reference to Series B Bonds, means all Series B Bonds except: (a) Series B Bonds theretofore canceled by the Paying Agent or surrendered to the Paying Agent for cancellation; (b) Series B Bonds paid or deemed to have been paid within the meaning of Section 9.02; and (c) Series B Bonds in lieu of or in substitution for which other Series B Bonds have been authorized, executed, issued and delivered by the District under this Resolution.

"Owner", whenever used herein with respect to a Series B Bond, means the person in whose name the ownership of such Series B Bond is registered on the Registration Books.

"Paying Agent" means the bank, trust company, national banking association or other financial institution appointed as paying agent for the Series B Bonds in the manner provided in Article VI of this Resolution.

"Record Date" means the 15th day of the month preceding an Interest Payment Date, whether or not such day is a business day.

"Registration Books" means the records maintained by the Paying Agent for the registration of ownership and registration of transfer of the Series B Bonds under Section 2.08.

"Resolution" means this Resolution, as originally adopted by the Board and including all amendments hereto and supplements hereof which are duly adopted by the Board from time to time in accordance herewith.

"Securities Depositories" means DTC; and, in accordance with the then current guidelines of the Securities and Exchange Commission, such other addresses and/or such other securities depositories as the District may designate in a Written Request of the District delivered to the Paying Agent.

"Series B Bonds" means the not-to-exceed \$62,000,000 aggregate principal amount of Liberty Union High School District (Contra Costa County, California) General

Obligation Bonds, Election of 2016, Series B, issued and at any time Outstanding under this Resolution.

"Tax Code" means the Internal Revenue Code of 1986 as in effect on the Closing Date or (except as otherwise referenced herein) as it may be amended to apply to obligations issued on the Closing Date, together with applicable proposed, temporary and final regulations promulgated, and applicable official public guidance published, under said Code.

"Underwriter" means Piper Sandler & Co., the designated underwriter of the Series B Bonds upon the negotiated sale thereof, as designated pursuant to Section 3.01.

"Written Certificate of the District" means an instrument in writing signed by a District Representative or by any other officer of the District duly authorized by the District and listed on a Written Request of the District for that purpose.

SECTION 1.02. *Interpretation.*

- (a) Unless the context otherwise indicates, words expressed in the singular include the plural and singular and the use of the neuter, masculine, or feminine gender is for convenience only and includes the neuter, masculine or feminine gender, as appropriate.
- (b) Headings of articles and sections herein and the table of contents hereof are solely for convenience of reference, do not constitute a part hereof and shall not affect the meaning, construction or effect hereof.
- (c) All references herein to "Articles," "Sections" and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Resolution; the words "herein," "hereof," "hereby," "hereunder" and other words of similar import refer to this Resolution as a whole and not to any particular Article, Section or subdivision hereof.

SECTION 1.03. *Authority for this Resolution; Findings.* This Resolution is entered into under the provisions of the Bond Law. The Board hereby certifies that all of the things, conditions and acts required to exist, to have happened or to have been performed precedent to and in the issuance of the Series B Bonds do exist, have happened or have been performed in due and regular time and manner as required by the laws of the State of California, and that the amount of the Series B Bonds, together with all other indebtedness of the District, does not exceed any limit prescribed by any laws of the State of California.

ARTICLE II

THE SERIES B BONDS

SECTION 2.01. *Authorization.* The Board hereby authorizes the issuance of the Series B Bonds in the aggregate principal amount not to exceed \$62,000,000 under and subject to the terms of Article XIII A, Section 1 paragraph (b) of the California Constitution, the Bond Law and this Resolution, for the purpose of raising money for the acquisition or improvement of educational facilities in accordance with Measure U and to pay Costs of Issuance. This Resolution constitutes a continuing agreement between the District and the Owners of all of the Series B Bonds issued or to be issued hereunder and then Outstanding to secure the full and final payment of principal thereof and interest and premium, if any, on all Series B Bonds, subject to the covenants, agreements, provisions and conditions herein contained. The Series B Bonds shall be issued as bonds which bear current interest and shall be designated the "Liberty Union High School District (Contra Costa County, California) General Obligation Bonds, Election of 2016, Series B". Additional designations may be identified in the Preliminary Official Statement distributed in connection with the Series B Bonds.

SECTION 2.02. *Terms of Series B Bonds.*

(a) Terms of Series B Bonds. The Series B Bonds will be issued as fully registered bonds, without coupons, in the denomination of \$5,000 each or any integral multiple thereof, but in an amount not to exceed the aggregate principal amount of Series B Bonds maturing in the year of maturity of the Series B Bonds for which the denomination is specified. Series B Bonds will be lettered and numbered as the Paying Agent may prescribe. The Series B Bonds will be dated as of the Closing Date.

Interest on the Series B Bonds is payable semiannually on each Interest Payment Date. Each Series B Bond will bear interest from the Interest Payment Date next preceding the date of registration and authentication thereof unless (i) it is authenticated as of an Interest Payment Date, in which event it will bear interest from such date, or (ii) it is authenticated prior to an Interest Payment Date and after the close of business on the Record Date preceding such Interest Payment Date, in which event it will bear interest from such Interest Payment Date, or (iii) it is authenticated prior to the first Record Date, in which event it will bear interest from the Closing Date. Notwithstanding the foregoing, if interest on any Series B Bond is in default at the time of authentication thereof, such Series B Bond will bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon.

(b) Maturities; Basis of Interest Calculation. The Series B Bonds will mature on August 1 (unless otherwise provided in the Bond Purchase Agreement) in the years and in the amounts, and will bear interest at the rates (up to a maximum of 8 percent per annum), as determined upon the sale thereof as provided in the Bond Purchase Agreement. Interest on the Series B Bonds will be calculated on the basis of a 360-day year comprised of twelve 30-day months. The final maturity of the Series B Bonds shall not exceed the legal limit identified in the Bond Law, and if the final maturity is more than thirty years after the Closing Date, a District Representative familiar with the projects to be financed with the proceeds of the Series B Bonds is authorized to execute a certification confirming that the useful life of the facilities to be financed with the proceeds of the Series

B Bonds which mature more than thirty years after the Closing Date exceeds the final maturity date of said Series B Bonds.

(c) CUSIP Identification Numbers. CUSIP identification numbers will be imprinted on the Series B Bonds, but such numbers do not constitute a part of the contract evidenced by the Series B Bonds and any error or omission with respect thereto will not constitute cause for refusal of any purchaser to accept delivery of and pay for the Series B Bonds. In addition, failure on the part of the District to use such CUSIP numbers in any notice to Owners of the Series B Bonds will not constitute an event of default or any violation of the District's contract with such Owners and will not impair the effectiveness of any such notice.

(d) Payment. Interest on the Series B Bonds (including the final interest payment upon maturity or redemption) is payable by check, draft or wire of the Paying Agent mailed to the Owner thereof (which will be DTC so long as the Series B Bonds are held in the book-entry system of DTC) at such Owner's address as it appears on the Registration Books at the close of business on the preceding Record Date; except that at the written request of the Owner of at least \$1,000,000 aggregate principal amount of the Series B Bonds, which written request is on file with the Paying Agent as of any Record Date, interest on such Series B Bonds will be paid by wire payment on the succeeding Interest Payment Date to such account as will be specified in such written request. Principal of and premium (if any) on the Series B Bonds is payable in lawful money of the United States of America upon presentation and surrender at the Office of the Paying Agent.

(e) Provisions of Bond Purchase Agreement to Control. Notwithstanding the foregoing provisions of this Section and the following provisions of Section 2.03, any of the terms of the Series B Bonds may be established or modified under the Bond Purchase Agreement provided such terms are in conformity with the Bond Law. In the event of a conflict or inconsistency between this Resolution and the Bond Purchase Agreement relating to the terms of the Series B Bonds, the provisions of the Bond Purchase Agreement will be controlling.

SECTION 2.03. *Redemption of Series B Bonds.*

(a) Optional Redemption Dates and Prices. The Series B Bonds are subject to redemption prior to maturity, at the option of the District, in whole or in part among maturities on such basis as shall be designated by the District and by lot within a maturity, from any available source of funds, commencing on the date identified in the Bond Purchase Agreement, at a price equal to 100% of the principal amount thereof, without premium, together with accrued interest thereon to the redemption date, or as otherwise provided in the Bond Purchase Agreement.

(b) Mandatory Sinking Fund Redemption. If the Bond Purchase Agreement specifies that any one or more maturities of the Series B Bonds are term bonds which are subject to mandatory sinking fund redemption, each such maturity of Series B Bonds shall be subject to such mandatory sinking fund redemption on August 1 (unless otherwise provided in the Bond Purchase Agreement) in each of the years and in the respective principal amounts as set forth in the Bond Purchase Agreement, at a redemption price equal to 100% of the principal amount thereof to be redeemed (without premium), together with interest accrued thereon to the date fixed for redemption. If any such term bonds are redeemed under the provisions of the preceding clause (a), the total amount of all future

payments under this subsection (b) with respect to such term bonds shall be reduced by the aggregate principal amount of such term bonds so redeemed, to be allocated among such payments on a pro rata basis in integral multiples of \$5,000 (or on such other basis as the District may determine) as set forth in written notice given by the District to the Paying Agent.

(c) Selection of Series B Bonds for Redemption. Whenever less than all of the Outstanding Series B Bonds of any one maturity are designated for redemption, the Paying Agent shall select the Outstanding Series B Bonds of such maturity to be redeemed by lot in any manner deemed fair by the Paying Agent. For purposes of such selection, each Series B Bond will be deemed to consist of individual bonds of \$5,000 principal amount. The Series B Bonds may all be separately redeemed.

(d) Redemption Procedure. The Paying Agent will cause notice of any redemption to be mailed, first class mail, postage prepaid, at least 20 days but not more than 60 days prior to the date fixed for redemption, to the respective Owners of any Series B Bonds designated for redemption, at their addresses appearing on the Registration Books. Such notice may be a conditional notice of redemption and subject to rescission as set forth in clause (e) below. Such mailing is not a condition precedent to such redemption and the failure to mail or to receive any such notice will not affect the validity of the proceedings for the redemption of such Series B Bonds. In addition, the Paying Agent will give notice of redemption by telecopy or certified, registered or overnight mail to the Municipal Securities Rulemaking Board and each of the Securities Depositories at least two days prior to such mailing to the Series B Bond Owners.

Such notice shall state the redemption date and the redemption price and, if less than all of the then Outstanding Series B Bonds are to be called for redemption, shall designate the serial numbers of the Series B Bonds to be redeemed by giving the individual number of each Series B Bond or by stating that all Series B Bonds between two stated numbers, both inclusive, or by stating that all of the Series B Bonds of one or more maturities have been called for redemption, and shall require that such Series B Bonds be then surrendered at the Office of the Paying Agent for redemption at the said redemption price, giving notice also that further interest on such Series B Bonds will not accrue from and after the redemption date.

Upon surrender of Series B Bonds redeemed in part only, the District shall execute and the Paying Agent shall authenticate and deliver to the Owner, at the expense of the District, a new Series B Bond or Bonds, of the same maturity, of authorized denominations in aggregate principal amount equal to the unredeemed portion of the Series B Bond or Bonds.

From and after the date fixed for redemption, if notice of such redemption has been duly given and funds available for the payment of the principal of and interest (and premium, if any) on the Series B Bonds so called for redemption have been duly provided, the Series B Bonds called for redemption will cease to be entitled to any benefit under this Resolution other than the right to receive payment of the redemption price, and no interest will accrue thereon on or after the redemption date specified in the notice. The Paying Agent will cancel all Series B Bonds redeemed under this Section and will furnish a certificate of cancellation to the District.

(e) Right to Rescind Notice of Redemption. The District has the right to rescind any notice of the optional redemption of Series B Bonds under subsection (a) of this Section by written notice to the Paying Agent on or prior to the date fixed for redemption. Any notice of redemption shall be cancelled and annulled if for any reason funds will not be or are not available on the date fixed for redemption for the payment in full of the Series B Bonds then called for redemption. The District and the Paying Agent shall have no liability to the Series B Bond Owners or any other party related to or arising from such rescission of redemption. The Paying Agent shall mail notice of such rescission of redemption in the same manner as the original notice of redemption was sent under subsection (c) of this Section.

SECTION 2.04. *Form of Series B Bonds*. The Series B Bonds, the form of the Paying Agent's certificate of authentication and registration and the form of assignment to appear thereon will be substantially in the forms, respectively, with necessary or appropriate variations, omissions and insertions, as permitted or required by this Resolution and the Bond Purchase Agreement, as are set forth in Appendix A attached hereto.

SECTION 2.05. *Execution of Series B Bonds*. The Series B Bonds shall be signed by the manual or facsimile signature of the President of the Board and shall be attested by the manual or facsimile signature of the Secretary or Clerk of the Board. Only those Series B Bonds bearing a certificate of authentication and registration in the form set forth in Appendix A attached hereto, executed and dated by the Paying Agent, shall be valid or obligatory for any purpose or entitled to the benefits of this Resolution, and such certificate of the Paying Agent is conclusive evidence that the Series B Bonds so registered have been duly authenticated, registered and delivered hereunder and are entitled to the benefits of this Resolution.

SECTION 2.06. *Transfer of Series B Bonds*. Subject to Section 2.10, any Series B Bond may, in accordance with its terms, be transferred, upon the Registration Books, by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Series B Bond for cancellation at the Office of the Paying Agent, accompanied by delivery of a written instrument of transfer in a form approved by the Paying Agent, duly executed. The District may charge a reasonable sum for each new Series B Bond issued upon any transfer.

Whenever any Series B Bond or Bonds is surrendered for transfer, the District shall execute and the Paying Agent shall authenticate and deliver a new Series B Bond or Bonds, for like aggregate principal amount. No transfers of Series B Bonds shall be required to be made (a) 15 days prior to the date established by the Paying Agent for selection of Series B Bonds for redemption or (b) with respect to a Series B Bond which has been selected for redemption.

SECTION 2.07. *Exchange of Series B Bonds*. Series B Bonds may be exchanged at the principal Office of the Paying Agent for a like aggregate principal amount of Series B Bonds of authorized denominations and of the same maturity, together with a request for exchange signed by the owner or by a person legally empowered to do so in a form satisfactory to the Paying Agent. The District may charge a reasonable sum for each new Series B Bond issued upon any exchange (except in the cases of any exchange of temporary Series B Bonds for definitive Series B Bonds). No exchange of Series B Bonds is required to be made (a) 15 days prior to the date established by the Paying Agent for

selection of Series B Bonds for redemption or (b) with respect to a Series B Bond after it has been selected for redemption.

SECTION 2.08. *Registration Books.* The Paying Agent shall keep or cause to be kept sufficient books for the registration and transfer of the Series B Bonds, which shall at all times be open to inspection by the District upon reasonable notice; and, upon presentation for such purpose, the Paying Agent shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on said books, Series B Bonds as herein before provided.

SECTION 2.09. *Book-Entry System.* Except as provided below, DTC shall be the Owner of all of the Series B Bonds, and the Series B Bonds shall be registered in the name of Cede & Co. as nominee for DTC. The Series B Bonds shall be initially executed and delivered in the form of a single fully registered Series B Bond for each maturity date of the Series B Bonds in the full aggregate principal amount of the Series B Bonds maturing on such date. The Paying Agent and the District may treat DTC (or its nominee) as the sole and exclusive owner of the Series B Bonds registered in its name for all purposes of this Resolution, and neither the Paying Agent nor the District shall be affected by any notice to the contrary. The Paying Agent and the District have no responsibility or obligation to any Depository System Participant, any person claiming a beneficial ownership interest in the Series B Bonds under or through DTC or a Depository System Participant, or any other person which is not shown on the register of the District as being an owner, with respect to the accuracy of any records maintained by DTC or any Depository System Participant or the payment by DTC or any Depository System Participant by DTC or any Depository System Participant of any amount in respect of the principal or interest with respect to the Series B Bonds. The District shall cause to be paid all principal and interest with respect to the Series B Bonds only to DTC, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to the principal and interest with respect to the Series B Bonds to the extent of the sum or sums so paid. Except under the conditions noted below, no person other than DTC shall receive a Series B Bond. Upon delivery by DTC to the District of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the term "Cede & Co." in this Resolution shall refer to such new nominee of DTC.

If the District determines that it is in the best interest of the beneficial owners that they be able to obtain Series B Bonds and delivers a written certificate to DTC and the District to that effect, DTC shall notify the Depository System Participants of the availability through DTC of Series B Bonds. In such event, the District shall issue, transfer and exchange Series B Bonds as requested by DTC and any other owners in appropriate amounts.

DTC may determine to discontinue providing its services with respect to the Series B Bonds at any time by giving notice to the District and discharging its responsibilities with respect thereto under applicable law. Under such circumstances (if there is no successor securities depository), the District shall be obligated to deliver Series B Bonds as described in this Resolution. Whenever DTC requests the District to do so, the District will cooperate with DTC in taking appropriate action after reasonable notice to (a) make available one or more separate Series B Bonds evidencing the Series B Bonds to any Depository System Participant having Series B Bonds credited to its DTC account or (b) arrange for another securities depository to maintain custody of certificates evidencing the Series B Bonds.

Notwithstanding any other provision of this Resolution to the contrary, so long as any Series B Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal and interest with respect to such Series B Bond and all notices with respect to such Series B Bond shall be made and given, respectively, to DTC as provided as in the representation letter delivered on the date of issuance of the Series B Bonds.

Section 2.10. *Transfer Under Book-Entry System: Discontinuation of Book-Entry System.* Registered ownership of the Series B Bonds, or any portion thereof, may not be transferred except as follows:

(a) To any successor of Cede & Co., as nominee of DTC, or its nominee, or to any substitute depository designated pursuant to clause (ii) of this section (a "substitute depository"); *provided that* any successor of Cede & Co., as nominee of DTC or substitute depository, shall be qualified under any applicable laws to provide the services proposed to be provided by it;

(b) To any substitute depository not objected to by the District, upon (1) the resignation of the DTC or its successor (or any substitute depository or its successor) from its functions as depository, or (2) a determination by the District to substitute another depository for DTC (or its successor) because DTC or its successor (or any substitute depository or its successor) is no longer able to carry out its functions as depository; provided, that any such substitute depository shall be qualified under any applicable laws to provide the services proposed to be provided by it; or

(c) To any person upon (1) the resignation of DTC or its successor (or substitute depository or its successor) from its functions as depository, or (2) a determination by the District to remove The Depository Trust Company or its successor (or any substitute depository or its successor) from its functions as depository.

ARTICLE III

SALE OF SERIES B BONDS; APPLICATION OF PROCEEDS

SECTION 3.01. *Sale of Series B Bonds; Approval of Sale Documents.*

(a) Negotiated Sale of Series B Bonds. Pursuant to Section 53508.7 of the Bond Law, the Board hereby expressly authorizes the negotiated sale of the Series B Bonds to the underwriting firm of Piper Sandler & Co., as Underwriter. The Series B Bonds shall be sold to the Underwriter pursuant to the Bond Purchase Agreement in substantially the form on file with the Clerk of the Board with such changes therein, deletions therefrom and modifications thereto as a District Representative may approve, such approval to be conclusively evidenced by the execution and delivery of the Bond Purchase Agreement; provided that the Bond Purchase Agreement shall contain the following terms:

- (i) the Series B Bonds shall bear a rate of interest of not to exceed 8 percent per annum and the final maturity shall not exceed the limits contained in the Bond Law;
- (ii) the Series B Bonds shall have a ratio of total debt service to principal of not to exceed four to one; and
- (iii) the Underwriter's discount shall not exceed 0.45% of the principal amount of the Series B Bonds.

The Board hereby authorizes a District Representative to execute and deliver the final form of the Bond Purchase Agreement in the name and on behalf of the District.

In accordance with Section 53508.7 of the Bond Law, the Board has determined to sell the Series B Bonds at negotiated sale for the following reasons: (a) a negotiated sale provides more flexibility to choose the time and date of the sale which is often advantageous in the municipal bond market; (b) the involvement of the Underwriter in preparing documents, rating agency presentations and structuring bonds generally enhances the quality and results of the bond offering; (c) a negotiated sale will permit the time schedule for the issuance and sale of the Series B Bonds to be expedited, if necessary; (d) a negotiated sale provides the District access to the underwriter's trading desk for providing estimates of the cost of various bond structures (yields, discounts, premiums and maturities) for the purpose of evaluating alternative potential bond structures with the goal of producing the best match between District objectives and investor acceptance and demand; and (e) a negotiated sale provides time for underwriters to educate potential investors about the District and the Series B Bonds with the goal of maximizing investor orders/reducing interest cost on the day of bond pricing.

As required pursuant to Section 53509.5 of the Bond Law, after the sale of the Series B Bonds, the Board will present actual cost information for the sale at its next scheduled public meeting.

The Board requests that the County authorize the District to sell the Series B Bonds on its own behalf at a negotiated sale. District Representatives are each separately

authorized to caused to be filed a copy of this Resolution together with a form of County resolution, to appropriate officials at the County.

(b) Official Statement. The Board hereby approves, and hereby authorizes the Superintendent to deem final as of its date within the meaning of Rule 15c2-12 of the Securities Exchange Act of 1934, the Preliminary Official Statement describing the Series B Bonds in substantially the form on file with the Clerk of the Board. The Superintendent is hereby authorized to execute an appropriate certificate stating that the Preliminary Official Statement has been deemed final within the meaning of such Rule. A District Representative is hereby authorized and directed to approve any changes in or additions to a final form of said Official Statement, and the execution thereof by a District Representative shall be conclusive evidence of his or her approval of any such changes and additions. The Board hereby authorizes the distribution of the Official Statement by the Underwriter. The final Official Statement shall be executed in the name and on behalf of the District by a District Representative.

(c) Actions to Close Bond Issuance. Each District Representative and any and all other officers of the District are each authorized and directed in the name and on behalf of the District to execute and deliver any and all certificates, requisitions, agreements, notices, consents, warrants and other documents, which they or any of them might deem necessary or appropriate in order to consummate the lawful issuance, sale and delivery of the Series B Bonds, including but not limited to the execution and delivery of a document with respect to the engagement of the Paying Agent appointed hereby, and an agreement facilitating the payment of Costs of Issuance. Whenever in this Resolution any officer of the District is authorized to execute or countersign any document or take any action, such execution, countersigning or action may be taken on behalf of such officer by any person designated by such officer to act on his or her behalf if such officer is absent or unavailable.

(d) Bond Insurance; Ratings. If the District is advised by its financial advisor that it is in the best financial interests of the District to obtain a municipal bond insurance policy to insure the payment of debt service on the Series B Bonds, each District Representative is authorized to apply for said insurance and to take all actions and execute all documents and certifications relating thereto. In addition, the District has been advised by its financial advisor that it may be in the best interests of the District to obtain a rating from one or more rating agencies, and in connection therewith, obtain an opinion of qualified bankruptcy counsel with respect to certain bankruptcy matters. Said engagement is confirmed in Section 3.04 and each District Representative is authorized to take all actions and execute all documents and certifications relating thereto.

(e) Actions to Close Bond Issuance. Each District Representative and any and all other officers of the District are each authorized and directed in the name and on behalf of the District to execute and deliver any and all certificates, requisitions, agreements, notices, consents, warrants and other documents, which they or any of them might deem necessary or appropriate in order to consummate the lawful issuance, sale and delivery of the Series B Bonds, including but not limited to the execution and delivery of a document with respect to the engagement of the Paying Agent appointed hereby, and the payment of Costs of Issuance. Whenever in this Resolution any officer of the District is authorized to execute or countersign any document or take any action, such execution, countersigning or action may be taken on behalf of such officer by any person designated by such officer to act on his or her behalf if such officer is absent or unavailable.

SECTION 3.02. *Application of Proceeds of Sale of Series B Bonds.* The proceeds of the Series B Bonds shall be paid to the County Treasurer on the Closing Date, and shall be applied by the County Treasurer as follows:

- (a) The portion of the proceeds representing the premium or accrued interest (if any) received by the County Treasurer on the sale of the Series B Bonds will be deposited in the Debt Service Fund established pursuant to Section 4.02.
- (b) All remaining proceeds received by the County Treasurer from the sale of the Series B Bonds will be deposited in the Building Fund established pursuant to Section 3.03.

At the option of the District, a portion of the proceeds to be used to pay Costs of Issuance may be deposited with a fiscal agent selected by the District, as provided in Section 15146(h) of the Education Code, as directed by the District, in order to facilitate the payment of Costs of Issuance. In addition, the Bond Purchase Agreement may provide that the Underwriter shall apply its funds to the payment of Costs of Issuance. A District Representative is authorized to execute an agreement with a custodian in order to facilitate the payment of Costs of Issuance.

SECTION 3.03. *Building Fund.* The County Auditor-Controller shall create and maintain a fund designated as the "Liberty Union High School District, Election of 2016, Series B Building Fund," into which the proceeds from the sale of the Series B Bonds shall be deposited, to the extent required under Section 3.02(b). In order to ensure that the District is able to meet its federal tax law covenants with respect to separate accounting of funds holding proceeds of the Series B Bonds, the County Auditor-Controller is requested to maintain separate accounting for the proceeds of the Series B Bonds, including all earnings received from the investment thereof. Amounts credited to the Building Fund for the Series B Bonds shall be expended by the District solely for the financing of projects for which the Series B Bond proceeds are authorized to be expended under Measure U (which includes related Costs of Issuance). All interest and other gain arising from the investment of proceeds of the Series B Bonds shall be retained in the Building Fund and used for the purposes thereof. At the Written Request of the District filed with the County Auditor-Controller, any amounts remaining on deposit in the Building Fund and not needed for the purposes thereof shall be withdrawn from the Building Fund and transferred to the Debt Service Fund, to be applied to pay the principal of and interest on the Series B Bonds.

If excess amounts remain on deposit in the Building Fund after payment in full of the Series B Bonds, any such excess amounts shall be transferred to the general fund of the District, to be applied for the purposes for which the Series B Bonds have been authorized or otherwise in accordance with the Bond Law.

SECTION 3.04. *Professionals; Estimated Financing Costs.* The firm of Jones Hall, A Professional Law Corporation, has previously been engaged to act as the District's bond counsel and disclosure counsel, and the firm of California Financial Services has previously been engaged to act as the District's financial advisor. Said engagements are confirmed in accordance with the terms of existing contracts. The estimated costs of issuance associated with are summarized in Appendix B, which include legal fees, underwriter's counsel fees, costs of printing the Official Statement, financial advisor fees,

rating agency fees, and paying agent fees, but which do not include underwriting fees and the cost of municipal bond insurance, if obtained.

ARTICLE IV

SECURITY FOR THE SERIES B BONDS; DEBT SERVICE FUND

SECTION 4.01. *Security for the Series B Bonds.* The Series B Bonds are general obligations of the District payable from the levy of *ad valorem* taxes upon all property within the District which is subject to taxation by the District, without limitation as to rate or amount, for the payment of the Series B Bonds and the interest thereon. The District hereby directs the County to levy on all the taxable property in the District, in addition to all other taxes, a continuing direct and *ad valorem* tax annually during the period the Series B Bonds are Outstanding in an amount sufficient to pay the principal of and interest on the Series B Bonds when due, including the principal of any Term Bonds upon the mandatory sinking fund redemption thereof under Section 2.03(b), which moneys when collected will be paid to the County Treasurer and placed in the Debt Service Fund.

The principal of and interest and redemption premium (if any) on Series B Bonds do not constitute a debt of the County, the State of California, or any of its political subdivisions other than the District, or any of the officers, agents or employees thereof. Neither the County, the State of California, any of its political subdivisions nor any of the officers, agents or employees thereof are liable on the Series B Bonds. In no event are the principal of and interest and redemption premium (if any) on Series B Bonds payable out of any funds or properties of the District other than *ad valorem* taxes levied on taxable property in the District. The Series B Bonds, including the interest thereon, are payable solely from taxes levied under Sections 15250 and 15252 of the Education Code. The District acknowledges that the Series B Bonds are secured by a statutory lien on all revenues received pursuant to the levy and collection of the voter-approved tax for the Series B Bonds.

As required by Education Code Section 15140(c), the District shall transmit a copy of this resolution, together with the debt service schedule for the Series B Bonds, to the office of the County Controller and County Treasurer in sufficient time to permit the County to establish tax rates for the Series B Bonds.

SECTION 4.02. *Establishment of Debt Service Fund.* The District hereby directs the County Auditor-Controller to establish a fund to be known as the "Liberty Union High School District Election of 2016, Series B General Obligation Bonds Debt Service Fund", which the County Auditor-Controller shall hold and maintain as a separate account, distinct from all other funds of the County and the District. All taxes levied by the County, at the request of the District, for the payment of the principal of and interest and premium (if any) on the Series B Bonds shall be deposited in the Debt Service Fund by the County promptly upon apportionment of said levy.

The Debt Service Fund is hereby pledged for the payment of the principal of and interest on the Series B Bonds when and as the same become due, including the principal of any Term Bonds required to be paid upon the mandatory sinking fund redemption

thereof, in accordance with Section 4.04. Amounts in the Debt Service Fund shall be transferred by the County to the Paying Agent to the extent required to pay the principal of and interest and redemption premium (if any) on the Series B Bonds when due. As provided in Section 15232 of the Education Code, amounts in the Debt Service Fund shall also be applied to pay the expense of paying the Series B Bonds elsewhere than at the office of the County Treasurer, and all such amounts shall be collected as additional *ad valorem* property taxes levied in accordance with Section 4.03.

SECTION 4.03. *Disbursements from Debt Service Fund.* The County Auditor-Controller shall administer the Debt Service Fund and make disbursements therefrom in the manner set forth in this Section. The County Auditor-Controller shall transfer amounts on deposit in the Debt Service Fund, to the extent necessary to pay the principal of and interest on the Series B Bonds when due and payable, to the Paying Agent which, in turn, shall pay such moneys to DTC to pay the principal of and interest on the Series B Bonds. DTC will thereupon make payments of principal and interest on the Series B Bonds to the DTC Participants who will thereupon make payments of principal and interest to the beneficial owners of the Series B Bonds. In addition, amounts on deposit in the Debt Service Fund shall be applied to pay the fees and expenses of the Paying Agent insofar as permitted by law, including specifically by Section 15232 of the Education Code. Any moneys remaining in the Debt Service Fund after the Series B Bonds and the interest thereon have been paid, shall be transferred to any other interest and sinking fund for general obligation bond indebtedness of the District, and in the event there is no such debt outstanding, shall be transferred to the District's general fund upon the order of the County, as provided in Section 15234 of the Education Code.

SECTION 4.04. *Pledge of Taxes.* Pursuant to Government Code Sections 5450 and 5451, the District hereby pledges all revenues received from the levy and collection of *ad valorem* property taxes for the payment of the Series B Bonds and all amounts on deposit in the Debt Service Fund to the payment of the Series B Bonds. Such pledge shall constitute a lien on and security interest in such taxes and amounts in the Debt Service Fund. This pledge shall constitute an agreement between the District and the owners of the Series B Bonds to provide security for the payment of the Series B Bonds in addition to any statutory lien that may exist. This pledge shall be valid and binding from the date hereof for the benefit of the owners of the Series B Bonds and successors thereto. The property taxes and amounts held in the Debt Service Fund shall be immediately subject to this pledge, and the pledge shall constitute a lien and security interest which shall immediately attach to the property taxes and amounts held in the interest and sinking fund to secure the payment of the Series B Bonds and shall be effective, binding, and enforceable against the District, its successors, creditors and all others irrespective of whether those parties have notice of the pledge and without the need of any physical delivery, recordation, filing, or further act. District hereby represents and warrants that the proceeds of the Series B Bonds will be expended solely for the purpose of financing the projects and facilities specified in the Bond Measure.

SECTION 4.05. *Investments.* All moneys held in any of the funds or accounts established with the County hereunder may be invested in Authorized Investments in accordance with the investment policies of the County, as such policies exist at the time of investment. Obligations purchased as an investment of moneys in any fund or account will be deemed to be part of such fund or account. The County has no responsibility in the reporting, reconciling and monitoring of the investment of the proceeds of the Series B Bonds.

All interest or gain derived from the investment of amounts in any of the funds or accounts established hereunder shall be deposited in the fund or account from which such investment was made, and shall be expended for the purposes thereof. The District covenants that all investments of amounts deposited in any fund or account created by or under this Resolution, or otherwise containing proceeds of the Series B Bonds, shall be acquired and disposed of at the Fair Market Value thereof. For purposes of this Section, the term "Fair Market Value" shall mean, with respect to any investment, the price at which a willing buyer would purchase such investment from a willing seller in a bona fide, arm's length transaction (determined as of the date the contract to purchase or sell the investment becomes binding) if the investment is traded on an established securities market (within the meaning of Section 1273 of the Tax Code) and, otherwise, the term "Fair Market Value" means the acquisition price in a bona fide arm's length transaction (as described above) if (i) the investment is a certificate of deposit that is acquired in accordance with applicable regulations under the Tax Code, (ii) the investment is an agreement with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate (for example, a guaranteed investment contract, a forward supply contract or other investment agreement) that is acquired in accordance with applicable regulations under the Tax Code, or (iii) the investment is a United States Treasury Security - State and Local Government Series that is acquired in accordance with applicable regulations of the United States Bureau of Public Debt.

ARTICLE V

OTHER COVENANTS OF THE DISTRICT

SECTION 5.01. *Punctual Payment.* The Board hereby directs the County to levy *ad valorem* taxes, as provided in Section 15250 of the Education Code, so as to enable the District to punctually pay, or cause to be paid, the principal of and interest on the Series B Bonds, in conformity with the terms of the Series B Bonds and this Resolution. In no event shall the District be obligated to pay principal of and interest and redemption premium, if any, on this Series B Bond out of any funds or properties of the District other than *ad valorem* taxes levied upon all taxable property in the District; provided, however, nothing herein contained prevents the District from making advances of its own moneys howsoever derived to any of the uses or purposes permitted by law, including, in its sole discretion, to debt service with respect to the Series B Bonds.

SECTION 5.02. *Books and Accounts; Financial Statements.* The District will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the District in which complete and correct entries are made of all transactions relating to the expenditure of the proceeds of the Series B Bonds. Such books of record and accounts shall at all times during business hours be subject to the inspection of the Paying Agent and the Owners of not less than 10% in aggregate principal amount of the Series B Bonds then Outstanding, or their representatives authorized in writing.

SECTION 5.03. *Protection of Security and Rights of Series B Bond Owners.* The District will preserve and protect the security of the Series B Bonds and the rights of the Series B Bond Owners, and will warrant and defend their rights against all claims and

demands of all persons. Following the issuance of the Series B Bonds by the District, the Series B Bonds shall be incontestable by the District.

SECTION 5.04. *Tax Covenants.*

(a) Private Activity Bond Limitation. The District shall assure that the proceeds of the Series B Bonds are not so used as to cause the Series B Bonds to satisfy the private business tests of Section 141(b) of the Tax Code or the private loan financing test of Section 141(c) of the Tax Code.

(b) Federal Guarantee Prohibition. The District shall not take any action or permit or suffer any action to be taken if the result of the same would be to cause any of the Series B Bonds to be “federally guaranteed” within the meaning of Section 149(b) of the Tax Code.

(c) No Arbitrage. The District shall not take, or permit or suffer to be taken by the Paying Agent or the County or otherwise, any action with respect to the proceeds of the Series B Bonds which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the Closing Date would have caused the Series B Bonds to be “arbitrage bonds” within the meaning of Section 148 of the Tax Code.

(d) Maintenance of Tax-Exemption. The District shall take all actions necessary to assure the exclusion of interest on the Series B Bonds from the gross income of the Owners of the Series B Bonds to the same extent as such interest is permitted to be excluded from gross income under the Tax Code as in effect on the Closing Date.

(e) Rebate of Excess Investment Earnings to United States. The District shall calculate or cause to be calculated excess investment earnings with respect to the Series B Bonds which are required to be rebated to the United States of America under Section 148(f) of the Tax Code, and shall pay the full amount of such excess investment earnings to the United States of America in such amounts, at such times and in such manner as may be required under the Tax Code, if and to the extent such Section 148(f) is applicable to the Series B Bonds. Such payments shall be made by the District from any source of legally available funds of the District. The District shall keep or cause to be kept, and retain or cause to be retained for a period of six years following the retirement of the Series B Bonds, records of the determinations made under this subsection (e). In order to provide for the administration of this subsection (e), the District may provide for the employment of independent attorneys, accountants and consultants compensated on such reasonable basis as the District may deem appropriate.

SECTION 5.05. *Continuing Disclosure.* The District hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate, which shall be executed by a District Representative and delivered on the Closing Date. Notwithstanding any other provision of this Resolution, failure of the District to comply with the Continuing Disclosure Certificate does not constitute a default by the District hereunder or under the Series B Bonds; however, any Participating Underwriter (as that term is defined in the Continuing Disclosure Certificate) or any holder or beneficial owner of the Series B Bonds may, take such actions as may be necessary and appropriate to compel performance, including seeking mandate or specific performance by court order.

SECTION 5.06. *CDIAC Annual Reporting.* The District hereby covenants and agrees that it will comply with and the provisions of California Government Code Section 8855 subdivision (k) with respect to annual reporting to the California Debt and Investment Advisory Commission. Said reporting will occur at the times and include the types of information as set forth therein. Notwithstanding any other provision of this Resolution, failure of the District to comply with said reporting does not constitute a default by the District hereunder or under the Series B Bonds.

SECTION 5.07. *Further Assurances.* The District will adopt, make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Resolution, and for the better assuring and confirming unto the Owners of the Series B Bonds of the rights and benefits provided in this Resolution.

ARTICLE VI

THE PAYING AGENT

SECTION 6.01. *Appointment of Paying Agent.* The Bank of New York Mellon Trust Company, N.A. is hereby appointed to act as Paying Agent for the Series B Bonds. In such capacity, the Paying Agent shall also act as registration agent and authentication agent for the Series B Bonds. The Paying Agent undertakes to perform such duties, and only such duties, as are specifically set forth in this Resolution, and even during the continuance of an event of default with respect to the Series B Bonds, no implied covenants or obligations shall be read into this Resolution against the Paying Agent. The Board hereby approves the execution and delivery of a Paying Agent Agreement between the District and the Paying Agent. A District Representative is hereby authorized and directed to execute the final form of such Paying Agent Agreement on behalf of the District.

The District may remove the Paying Agent initially appointed, and any successor thereto, and may appoint a successor or successors thereto, but any such successor shall be a bank, national banking association or trust company doing business and having an office in the State of California, having a combined capital (exclusive of borrowed capital) and surplus of at least \$50,000,000, and subject to supervision or examination by federal or state authority. If such bank, national banking association or trust company publishes a report of condition at least annually, under law or to the requirements of any supervising or examining authority above referred to, then for the purposes of this Section 6.01 the combined capital and surplus of such bank, national banking association or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

The appointed Paying Agent may at any time resign by giving written notice to the County Treasurer, the District and the Series B Bond Owners of such resignation. Upon receiving notice of such resignation, the County Treasurer shall promptly appoint a successor Paying Agent by an instrument in writing. Any resignation or removal of the appointed Paying Agent and appointment of a successor Paying Agent will become effective upon acceptance of appointment by the successor Paying Agent.

SECTION 6.02. *Paying Agent May Hold Series B Bonds.* The Paying Agent may become the owner of any of the Series B Bonds in its own or any other capacity with the same rights it would have if it were not Paying Agent.

SECTION 6.03. *Liability of Agents.* The recitals of facts, covenants and agreements in this Resolution and in the Series B Bonds constitute statements, covenants and agreements of the District, and the Paying Agent assumes no responsibility for the correctness of the same, nor makes any representations as to the validity or sufficiency of this Resolution or of the Series B Bonds, nor shall incur any responsibility in respect thereof, other than as set forth in this Resolution. The Paying Agent is not liable in connection with the performance of its duties hereunder, except for its own negligence or willful default.

In the absence of bad faith, the Paying Agent may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Paying Agent and conforming to the requirements of this Resolution.

The Paying Agent is not liable for any error of judgment made in good faith by a responsible officer in the absence of the negligence of the Paying Agent.

No provision of this Resolution requires the Paying Agent to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it has reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

The Paying Agent may execute any of the powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys the Paying Agent shall be responsible for any misconduct or negligence on the part of any agent or attorney appointed by it hereunder.

SECTION 6.04. *Notice to Paying Agent.* The Paying Agent may rely on and is protected in acting or refraining from acting upon any notice, resolution, request, consent, order, certificate, report, warrant, bond or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or proper parties. The Paying Agent may consult with counsel, who may be counsel to the District, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith.

Whenever in the administration of its duties under this Resolution the Paying Agent deems it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof is specifically prescribed in this Resolution) may, in the absence of bad faith on the part of the Paying Agent, be deemed to be conclusively proved and established by a certificate of the District, and such certificate shall be full warrant to the Paying Agent for any action taken or suffered under the provisions of this Resolution upon the faith thereof, but in its discretion the Paying Agent may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

SECTION 6.05. *Compensation; Indemnification.* The District shall pay to the Paying Agent from time to time reasonable compensation for all services rendered under this Resolution, and also all reasonable expenses, charges, counsel fees and other disbursements, including those of their attorneys, agents and employees, incurred in and about the performance of their powers and duties under Resolution. Amounts on deposit in the Debt Service Fund shall be applied to pay the fees and expenses of the Paying Agent insofar as permitted by law, including specifically by Section 15232 of the Education Code. The District further agrees to indemnify the Paying Agent against any liabilities which it may incur in the exercise and performance of its powers and duties hereunder which are not due to its negligence or bad faith.

ARTICLE VII

REMEDIES OF SERIES B BOND OWNERS

SECTION 7.01. *Remedies of Series B Bond Owners.* Any Series B Bond Owner has the right, for the equal benefit and protection of all Series B Bond Owners similarly situated:

- (a) by mandamus, suit, action or proceeding, to compel the District and its board members, officers, agents or employees to perform each and every term, provision and covenant contained in this Resolution and in the Series B Bonds, and to require the carrying out of any or all such covenants and agreements of the District and the fulfillment of all duties imposed upon it;
- (b) by suit, action or proceeding in equity, to enjoin any acts or things which are unlawful, or the violation of any of the Series B Bond Owners' rights; or
- (c) upon the happening and continuation of any default by the District hereunder or under the Series B Bonds, by suit, action or proceeding in any court of competent jurisdiction, to require the District and its board members and employees to account as if it and they were the trustees of an express trust.

SECTION 7.02. *Remedies Not Exclusive.* No remedy herein conferred upon the Owners of Series B Bonds is exclusive of any other remedy. Each and every remedy is cumulative and may be exercised in addition to every other remedy given hereunder or thereafter conferred on the Series B Bond Owners.

SECTION 7.03. *Non-Waiver.* Nothing in this Article VII or in any other provision of this Resolution or in the Series B Bonds, affects or impairs the obligation of the District, which is absolute and unconditional, to pay the principal of and interest on the Series B Bonds to the respective Owners of the Series B Bonds at the respective dates of maturity, as herein provided, or affects or impairs the right of action against the District, which is also absolute and unconditional, of such Owners to institute suit against the District to enforce such payment by virtue of the contract embodied in the Series B Bonds.

A waiver of any default by any Series B Bond Owner shall not affect any subsequent default or impair any rights or remedies on the subsequent default. No delay or omission of any Owner of any of the Series B Bonds to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein, and every power and remedy conferred upon the Series B Bond Owners by this Article VII may be enforced and exercised from time to time and as often as shall be deemed expedient by the Owners of the Series B Bonds.

If a suit, action or proceeding to enforce any right or exercise any remedy be abandoned or determined adversely to the Series B Bond Owners, the District and the Series B Bond Owners shall be restored to their former positions, rights and remedies as if such suit, action or proceeding had not been brought or taken.

ARTICLE VIII

AMENDMENT OF THIS RESOLUTION

SECTION 8.01. *Amendments Effective Without Consent of the Owners.* The Board may amend this Resolution from time to time, without the consent of the Owners of the Series B Bonds, for any one or more of the following purposes:

- (a) To add to the covenants and agreements of the District in this Resolution, other covenants and agreements to be observed by the District which are not contrary to or inconsistent with this Resolution as theretofore in effect;
- (b) To confirm, as further assurance, any pledge under, and to subject to any lien or pledge created or to be created by, this Resolution, of any moneys, securities or funds, or to establish any additional funds or accounts to be held under this Resolution;
- (c) To cure any ambiguity, supply any omission, or cure or correct any defect or inconsistent provision in this Resolution, in a manner which does not materially adversely affect the interests of the Series B Bond Owners in the opinion of Bond Counsel filed with the District; or
- (d) To make such additions, deletions or modifications as may be necessary or desirable to assure exemption from federal income taxation of interest on the Series B Bonds.

SECTION 8.02. *Amendments Effective with Consent of the Owners.* The Board may amend this Resolution from time to time for any purpose not set forth in Section 8.01, with the written consent of the Owners of a majority in aggregate principal amount of the Series B Bonds Outstanding at the time such consent is given. Without the consent of all the Owners of such Series B Bonds, no such modification or amendment shall permit (a) a change in the terms of maturity of the principal of any Outstanding Series B Bonds or of any interest payable thereon or a reduction in the principal amount thereof or in the rate

of interest thereon, (b) a reduction of the percentage of Series B Bonds the consent of the Owners of which is required to effect any such modification or amendment, (c) a change in any of the provisions in Section 7.01 or (d) a reduction in the amount of moneys pledged for the repayment of the Series B Bonds, and no right or obligation of any Paying Agent may be changed or modified without its written consent.

ARTICLE IX

MISCELLANEOUS

SECTION 9.01. *Benefits of Resolution Limited to Parties.* Nothing in this Resolution, expressed or implied, gives any person other than the District, the County, the Paying Agent and the Owners of the Series B Bonds, any right, remedy, claim under or by reason of this Resolution. The covenants, stipulations, promises or agreements in this Resolution are for the sole and exclusive benefit of the Owners of the Series B Bonds.

SECTION 9.02. *Defeasance of Series B Bonds.*

(a) Discharge of Resolution. Any or all of the Series B Bonds may be paid by the District in any of the following ways, provided that the District also pays or causes to be paid any other sums payable hereunder by the District:

- (i) by paying or causing to be paid the principal or redemption price of and interest on such Series B Bonds, as and when the same become due and payable;
- (ii) by irrevocably depositing, in trust, at or before maturity, money or securities in the necessary amount (as provided in Section 9.02(c) hereof) to pay or redeem such Series B Bonds; or
- (iii) by delivering such Series B Bonds to the Paying Agent for cancellation by it.

If the District pays all Outstanding Series B Bonds and also pays or causes to be paid all other sums payable hereunder by the District, then and in that case, at the election of the District (evidenced by a certificate of a District Representative filed with the Paying Agent, signifying the intention of the District to discharge all such indebtedness and this Resolution), and notwithstanding that any Series B Bonds have not been surrendered for payment, this Resolution and other assets made under this Resolution and all covenants, agreements and other obligations of the District under this Resolution shall cease, terminate, become void and be completely discharged and satisfied, except only as provided in Section 9.02(b). In such event, upon request of the District, the Paying Agent shall cause an accounting for such period or periods as may be requested by the District to be prepared and filed with the District and shall execute and deliver to the District all such instruments as may be necessary to evidence such discharge and satisfaction, and the Paying Agent shall pay over, transfer, assign or deliver to the District all moneys or securities or other property held by it under this Resolution which are not required for the payment or redemption of Series B Bonds not theretofore surrendered for such payment or redemption.

(b) Discharge of Liability on Series B Bonds. Upon the deposit, in trust, at or before maturity, of money or securities in the necessary amount (as provided in Section 9.02(c) hereof) to pay or redeem any Outstanding Series B Bond (whether upon or prior to its maturity or the redemption date of such Series B Bond), provided that, if such Series B Bond is to be redeemed prior to maturity, notice of such redemption has been given as provided in Section 2.03 or provision satisfactory to the Paying Agent has been made for the giving of such notice, then all liability of the District in respect of such Series B Bond shall cease and be completely discharged, except only that thereafter the Owner thereof shall be entitled only to payment of the principal of and interest on such Series B Bond by the District, and the District shall remain liable for such payment, but only out of such money or securities deposited with the Paying Agent as aforesaid for such payment, provided further, however, that the provisions of Section 9.02(d) shall apply in all events.

The District may at any time surrender to the Paying Agent for cancellation by it any Series B Bonds previously issued and delivered, which the District may have acquired in any manner whatsoever, and such Series B Bonds, upon such surrender and cancellation, shall be deemed to be paid and retired.

(c) Deposit of Money or Securities with Paying Agent. Whenever in this Resolution it is provided or permitted that there be deposited with or held in trust by the Paying Agent or other escrow holder money or securities in the necessary amount to pay or redeem any Series B Bonds, the money or securities so to be deposited or held may include money or securities held by the Paying Agent in the funds and accounts established under this Resolution and shall be:

- (i) lawful money of the United States of America in an amount equal to the principal amount of such Series B Bonds and all unpaid interest thereon to maturity, except that, in the case of Series B Bonds which are to be redeemed prior to maturity and in respect of which notice of such redemption has been given as provided in Section 2.03 or provision satisfactory to the Paying Agent has been made for the giving of such notice, the amount to be deposited or held shall be the principal amount or redemption price of such Series B Bonds and all unpaid interest thereon to the redemption date; or
- (ii) Federal Securities (not callable by the issuer thereof prior to maturity) the principal of and interest on which when due, in the opinion of a certified public accountant delivered to the District, will provide money sufficient to pay the principal or redemption price of and all unpaid interest to maturity, or to the redemption date, as the case may be, on the Series B Bonds to be paid or redeemed, as such principal or redemption price and interest become due, provided that, in the case of Series B Bonds which are to be redeemed prior to the maturity thereof, notice of such redemption has been given as provided in Section 2.03 or provision satisfactory to the Paying Agent has been made for the giving of such notice.

(d) Payment of Series B Bonds After Discharge of Resolution. Notwithstanding any provisions of this Resolution, any moneys held by the Paying Agent in trust for the payment of the principal or redemption price of, or interest on, any Series B Bonds and

remaining unclaimed for two years after the principal of all of the Series B Bonds has become due and payable (whether at maturity or upon call for redemption as provided in this Resolution), if such moneys were so held at such date, or two years after the date of deposit of such moneys if deposited after said date when all of the Series B Bonds became due and payable, shall, upon request of the District, be repaid to the District free from the trusts created by this Resolution, and all liability of the Paying Agent with respect to such moneys shall thereupon cease; *provided, however*, that before the repayment of such moneys to the District as aforesaid, the Paying Agent may (at the cost of the District) first mail to the Owners of all Series B Bonds which have not been paid at the addresses shown on the Registration Books a notice in such form as may be deemed appropriate by the Paying Agent, with respect to the Series B Bonds so payable and not presented and with respect to the provisions relating to the repayment to the District of the moneys held for the payment thereof. Thereafter, the District shall remain liable to the Owners for payment of any amounts due on the Series B Bonds, which amounts shall be deemed to be paid by the District from moneys remitted to it by the Paying Agent under this subsection (d).

SECTION 9.03. *Execution of Documents and Proof of Ownership by Series B Bond Owners.* Any request, declaration or other instrument which this Resolution may require or permit to be executed by Series B Bond Owners may be in one or more instruments of similar tenor, and shall be executed by Series B Bond Owners in person or by their attorneys appointed in writing.

Except as otherwise herein expressly provided, the fact and date of the execution by any Series B Bond Owner or his or her attorney of such request, declaration or other instrument, or of such writing appointing such attorney, may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he or she purports to act, that the person signing such request, declaration or other instrument or writing acknowledged to him or her the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer.

Except as otherwise herein expressly provided, the ownership of registered Series B Bonds and the amount, maturity, number and date of holding the same shall be proved by the Registration Books.

Any request, declaration or other instrument or writing of the Owner of any Series B Bond shall bind all future Owners of such Series B Bond in respect of anything done or suffered to be done by the District or the Paying Agent in good faith and in accordance therewith.

SECTION 9.04. *Waiver of Personal Liability.* No Board member, officer, agent or employee of the District shall be individually or personally liable for the payment of the principal of or interest on the Series B Bonds; but nothing herein contained shall relieve any such Board member, officer, agent or employee from the performance of any official duty provided by law.

SECTION 9.05. *Limited Duties of County; Indemnification.* Notwithstanding anything stated to the contrary in this Resolution, the Series B Bonds are not a debt of the County, including its Board, officers, officials, agents and employees, and the County, including its Board, officers, officials, agents and employees, has no obligation to repay the Series B Bonds. Neither the County, nor its Board of Supervisors, nor any officer,

official, agent or employee of the County, shall have any obligation or liability hereunder or in connection with the transactions contemplated hereby other than as specified in the Education Code other than due to its negligence or bad faith. The Series B Bonds, including the interest thereon, are payable solely from taxes levied under Section 15250 of the Education Code. The County has no responsibility and assumes no liability whatsoever arising from the expenditure of the proceeds of the Series B Bonds by the District.

The County (including its officers, agents and employees) shall undertake only those duties of the County under this Resolution which are specifically set forth in this Resolution and in applicable provisions of the Bond Law and the Education Code, and even during the continuance of an event of default with respect to the Series B Bonds, no implied covenants or obligations shall be read into this Resolution against the County (including its officers, agents and employees).

The District further agrees to indemnify and hold harmless, to the extent permitted by law, the County, including its officers, agents and employees (the "Indemnified Parties") against any and all losses, claims, damages or liabilities, joint or several, which it may incur in the exercise and performance of its powers and duties hereunder, including legal and other expenses incurred in connection with investigating or defending any such claims or actions, which are not due to its negligence or bad faith. A beneficial interest has not been created in favor of the County hereunder.

SECTION 9.06. *Destruction of Canceled Series B Bonds.* Whenever in this Resolution provision is made for the surrender to the District of any Series B Bonds which have been paid or canceled under the provisions of this Resolution, a certificate of destruction duly executed by the Paying Agent shall be deemed to be the equivalent of the surrender of such canceled Series B Bonds and the District shall be entitled to rely upon any statement of fact contained in any certificate with respect to the destruction of any such Series B Bonds therein referred to.

SECTION 9.07. *Federally Taxable Maturity or Series.* If legal considerations require that a portion of the Series B Bonds be issued as a separate series on a federally taxable basis, the District Representatives are authorized to make such designations. Such considerations may include addressing conditions, if any, in the bond market that could result in capitalized interest on the Series B Bonds exceeding thirty-six months, in which case a portion of the principal amount authorized hereunder may be issued as a separate series of bonds or bond maturity, on a federally taxable basis, in accordance with the parameters described herein.

SECTION 9.08. *Partial Invalidity.* If any section, paragraph, sentence, clause or phrase of this Resolution shall for any reason be held illegal or unenforceable, such holding shall not affect the validity of the remaining portions of this Resolution. The District hereby declares that it would have adopted this Resolution and each and every other section, paragraph, sentence, clause or phrase hereof and authorized the issue of the Series B Bonds pursuant thereto irrespective of the fact that any one or more sections, paragraphs, sentences, clauses, or phrases of this Resolution may be held illegal, invalid or unenforceable. If, by reason of the judgment of any court, the District is rendered unable to perform its duties hereunder, all such duties and all of the rights and powers of the

District hereunder shall be assumed by and vest in the chief financial officer of the District in trust for the benefit of the Series B Bond Owners.

SECTION 9.09. *Effective Date of Resolution.* This Resolution shall take effect from and after the date of its passage and adoption.

* * * * *

The foregoing Resolution was adopted by the Board of Trustees of the Liberty Union High School District of Contra Costa County, being the Board authorized by law to make the designations therein contained by the following vote, on August 12, 2020.

Adopted by the following votes:

AYES: 5

NOES: 0

ABSENT: 0

ABSTAIN: 0



President of the Board

Attest:



Secretary of the Board

APPENDIX A

FORM OF SERIES B BOND

[Exhibit only; Not for execution]

REGISTERED BOND NO. _____

***\$ _____ ***

LIBERTY UNION HIGH SCHOOL DISTRICT

(Contra Costa County, California)

GENERAL OBLIGATION BOND

ELECTION OF 2016, SERIES B

**INTEREST RATE
PER ANNUM:**

MATURITY DATE:

DATED DATE:

CUSIP:

August 1, 20__

REGISTERED OWNER: Cede & Co.

PRINCIPAL AMOUNT: *** _____ **DOLLARS*****

The Liberty Union High School District (the "District"), located in the County of Contra Costa (the "County"), for value received, hereby promises to pay to the Registered Owner named above, or registered assigns, the principal amount on the Maturity Date, each as stated above, and interest thereon, calculated on a 30/360 day basis, until the principal amount is paid or provided for, at the Interest Rate stated above, such interest to be paid on February 1 and August 1 of each year, commencing February 1, 2021 (the "Interest Payment Dates"). This Bond will bear interest from the Interest Payment Date next preceding the date of authentication hereof, unless (a) it is authenticated as of a business day following the 15th day of the month immediately preceding any Interest Payment Date and on or before such Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or (b) it is authenticated on or before January 15, 2021, in which event it shall bear interest from the Dated Date referred to above. Principal hereof is payable at the corporate trust office of the paying agent for the Bonds (the "Paying Agent"), initially being The Bank of New York Mellon Trust Company, N.A. Interest hereon (including the final interest payment upon maturity) is payable by check or draft of the Paying Agent mailed by first-class mail to the Owner at the Owner's address as it appears on the registration books maintained by the Paying Agent as of the close of business on the 15th day of the month next preceding such Interest Payment Date (the "Record Date"), or at such other address as the Owner may have filed with the Paying Agent for that purpose.

Principal hereof is payable at the corporate trust office of the Paying Agent. Interest hereon (including the final interest payment upon maturity) is payable by check or draft of the Paying Agent mailed by first-class mail to the Owner at the Owner's address

as it appears on the registration books maintained by the Paying Agent as of the close of business on the Record Date, or at such other address as the Owner may have filed with the Paying Agent for that purpose.

This Bond is one of a duly authorized issue of Bonds of the District designated as "Liberty Union High School District (Contra Costa County, California) General Obligation Bonds, Election of 2016, Series B" (the "Bonds"), in an aggregate principal amount of \$_____, all of like tenor and date (except for such variation, if any, as may be required to designate varying numbers, maturities, interest rates or redemption and other provisions) and all issued under the provisions of Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (the "Bond Law"), and under a Resolution of the Board of Trustees of the District adopted on August 12, 2020 (the "Resolution"), authorizing the issuance of the Bonds. The issuance of the Bonds has been authorized by the requisite 55% vote of the electors of the District cast at a special bond election held on November 8, 2016, upon the question of issuing bonds in the amount of \$122,000,000.

The Bonds are general obligations of the District. The Board has the power to direct the County to levy *ad valorem* taxes upon all property within the District that is subject to taxation by the District, without limitation of rate or amount, for the payment of the Bonds and the interest and redemption premium (if any) thereon. The Bonds, including the interest thereon, are payable solely from taxes levied under Sections 15250 and 15252 of the California Education Code. The Bonds are secured by a statutory lien on all revenues received pursuant to the levy and collection of the voter-approved tax for the Bonds.

The Bonds are being issued subject to the terms and conditions of the Resolution. All capitalized terms herein and not otherwise defined have the meaning given them in the Resolution, and if not therein defined, in the Bond Purchase Agreement with respect to the Bonds. Reference is hereby made to the Resolution and the Bond Purchase Agreement (copies of which are on file at the office of the Paying Agent) and the Bond Law for a description of the terms on which the Bonds are issued and the rights thereunder of the owners of the Bonds and the rights, duties and immunities of the Paying Agent and the rights and obligations of the District thereunder, to all of the provisions of which Resolution the Owner of this Bond, by acceptance hereof, assents and agrees.

The principal of and interest and redemption premium, if any, on this Bond does not constitute a debt of the County, the State of California, or any of its political subdivisions other than the District, or any of the officers, agents and employees thereof, and neither the County, the State of California, any of its political subdivisions, nor any of the officers, agents and employees thereof shall be liable hereon. In no event shall the principal of and interest and redemption premium, if any, on this Bond be payable out of any funds or properties of the District other than *ad valorem* taxes levied upon all taxable property in the District.

The Bonds of this issue are issuable only as fully registered Bonds in the denominations of \$5,000 or any integral multiple thereof. This Bond is exchangeable and transferable for Bonds of other authorized denominations at the principal corporate trust office of the Paying Agent, by the Registered Owner or by a person legally empowered to do so, upon presentation and surrender hereof to the Paying Agent, together with a request for exchange or an assignment signed by the Registered Owner or by a person

legally empowered to do so, in a form satisfactory to the Paying Agent, all subject to the terms, limitations and conditions provided in the Bond Resolution. Any tax or governmental charges shall be paid by the transferor. The District and the Paying Agent may deem and treat the Registered Owner as the absolute owner of this Bond for the purpose of receiving payment of or on account of principal or interest and for all other purposes, and neither the District nor the Paying Agent shall be affected by any notice to the contrary.

The Bonds maturing on or after August 1, 20__ are subject to redemption prior to maturity, at the option of the District, in whole or in part among maturities on such basis as shall be designated by the District and by lot within a maturity, from any available source of funds, on August 1, 20__, or on any date thereafter, at a price equal to 100% of the principal amount thereof, without premium, together with accrued interest thereon to the redemption date.

The Bonds maturing on August 1, 20__ and August 1, 20__ (the "Term Bonds"), are subject to mandatory sinking fund redemption on August 1 of each year in accordance with the respective schedules set forth below. The Term Bonds so called for mandatory sinking fund redemption shall be redeemed in the sinking fund payments amounts and on the dates set forth below, without premium.

Term Bonds Maturing August 1, 20__

Redemption Date (August 1)	Sinking Fund Redemption
-------------------------------	----------------------------

Term Bonds Maturing August 1, 20__

Redemption Date (August 1)	Sinking Fund Redemption
-------------------------------	----------------------------

If any such Term Bonds are redeemed pursuant to optional redemption, the total amount of all future sinking fund payments with respect to such Term Bonds shall be reduced by the aggregate principal amount of such Term Bonds so redeemed, to be allocated among such payments on a pro rata basis in integral multiples of \$5,000 principal amount (or on such other basis as the District may determine) as set forth in written notice given by the District to the Paying Agent.

The Paying Agent shall give notice of the redemption of the Bonds at the expense of the District. Such notice shall specify: (a) that the Bonds or a designated portion thereof are to be redeemed, (b) the numbers and CUSIP numbers of the Bonds to be redeemed, (c) the date of notice and the date of redemption, (d) the place or places where the redemption will be made, and (e) descriptive information regarding the Bonds including the dated date, interest rate and stated maturity date. Such notice shall further state that on the specified date there shall become due and payable upon each Bond to be redeemed, the portion of the principal amount of such Bond to be redeemed, together with

interest accrued to said date, the redemption premium, if any, and that from and after such date interest with respect thereto shall cease to accrue and be payable. Such notice may be conditional and subject to rescission as described in the Resolution.

Notice of redemption shall be by registered or otherwise secured mail or delivery service, postage prepaid, to the registered owner of the Bonds, to a municipal registered securities depository and to a national information service that disseminates securities redemption notices and, by first class mail, postage prepaid, to the District and the respective Owners of any Bonds designated for redemption at their addresses appearing on the Bond registration books, in every case at least 20 days, but not more than 60 days, prior to the redemption date; provided that neither failure to receive such notice nor any defect in any notice so mailed shall affect the sufficiency of the proceedings for the redemption of such Bonds.

Neither the District nor the Paying Agent will be required: (a) to issue or transfer any Bond during a period beginning with the opening of business on the 15th calendar day next preceding either any Interest Payment Date or any date of selection of any Bond to be redeemed and ending with the close of business on the Interest Payment Date or a day on which the applicable notice of redemption is given, or (b) to transfer any Bond which has been selected or called for redemption in whole or in part.

Reference is made to the Bond Resolution for a more complete description of the provisions, among others, with respect to the nature and extent of the security for the Bonds of this series, the rights, duties and obligations of the District, the Paying Agent and the Registered Owners, and the terms and conditions upon which the Bonds are issued and secured. The owner of this Bond assents, by acceptance hereof, to all of the provisions of the Bond Resolution.

It is certified, recited and declared that all acts and conditions required by the Constitution and laws of the State of California to exist, to be performed or to have been met precedent to and in the issuing of the Bonds in order to make them legal, valid and binding general obligations of the District, have been performed and have been met in regular and due form as required by law; that payment in full for the Bonds has been received; that no statutory or constitutional limitation on indebtedness or taxation has been exceeded in issuing the Bonds; and that due provision has been made for levying and collecting *ad valorem* property taxes on all of the taxable property within the District in an amount sufficient to pay principal and interest when due, and for levying and collecting such taxes the full faith and credit of the District are hereby pledged.

This Bond shall be not be valid or obligatory for any purpose and is not entitled to any security or benefit under the Bond Resolution (described on the reverse hereof) until the Certificate of Authentication below has been manually signed by the Paying Agent.

Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Paying Agent for registration of transfer, exchange, or payment, and any Bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest in this Bond.

IN WITNESS WHEREOF, the Liberty Union High School District has caused this Bond to be executed by the facsimile signature of its President and attested by the facsimile signature of the Clerk of its Board of Trustees, all as of the date stated above.

LIBERTY UNION HIGH SCHOOL DISTRICT

By [exhibit only]
President

Attest:

[exhibit only]
Secretary of the Board

FORM OF CERTIFICATE OF AUTHENTICATION

This is one of the Bonds described in the within-mentioned Resolution.

Authentication Date: _____, 20__

**THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A.,
as Paying Agent**

By [exhibit only]
Authorized Signatory

FORM OF ASSIGNMENT

For value received, the undersigned do(es) hereby sell, assign and transfer unto

(Name, Address and Tax Identification or Social Security Number of Assignee)

the within Bond and do(es) hereby irrevocably constitute and appoint _____
_____, attorney, to transfer the same on the registration books of the Bond
Registrar, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

Note: Signature(s) must be guaranteed by a an
eligible guarantor institution.

Note: The signature(s) on this Assignment must
correspond with the name(s) as written on the face
of the within Bond in every particular without
alteration or enlargement or any change whatsoever.

APPENDIX B

REQUIRED DISCLOSURES PURSUANT TO GOVERNMENT CODE SECTION 5852.1

1. True Interest Cost of the Series B Bonds (Estimated): 2.8926%
2. Finance charge of the Series B Bonds, being the sum of all fees and charges paid to third parties (including costs of issuance and underwriting fees, but not including bond insurance premium which will be obtained only if it results in interest cost savings) (Estimated): \$524,131.59
3. Proceeds of the Bonds expected to be received by the District for deposit to the Building Fund, net of proceeds for Costs of Issuance in (2) above to paid, capitalized interest and reserves (if any) from the principal amount of the Series B Bonds (Estimated): \$62,000,000
4. Total Payment Amount for the Series B Bonds, being the sum of all debt service to be paid on the Bonds to final maturity (Estimated): \$99,707,193

**All amounts and percentages are estimates, and are made in good faith by the District based on information available as of the date of adoption of this Resolution. Estimates include certain assumptions regarding tax-exempt rates available in the bond market at the time of pricing the Bonds.*

\$ _____
LIBERTY UNION HIGH SCHOOL DISTRICT
 (Contra Costa County, California)
General Obligation Bonds
Election of 2016, Series B

\$ _____
LIBERTY UNION HIGH SCHOOL DISTRICT
 (Contra Costa County, California)
2020 Refunding General Obligation Bonds
 (Federally Taxable)

BOND PURCHASE AGREEMENT

_____, 2020

Board of Trustees
 Liberty Union High School District
 20 Oak Street
 Brentwood, California 94513

Ladies and Gentlemen:

Piper Sandler & Co., as underwriter (the "Underwriter"), acting on its own behalf and not as fiduciary or agent for the hereinafter defined District, offers to enter into this Bond Purchase Agreement (this "Purchase Agreement") with the Liberty Union High School District (the "District"), which, upon acceptance hereof by the District, will be binding upon the District and the Underwriter. This offer is made subject to the written acceptance of this Purchase Agreement by the District and delivery of such acceptance to the Underwriter at its office prior to 11:59 p.m., California Time, on the date hereof.

1. **Purchase and Sale of the Bonds.** Upon the terms and conditions and in reliance upon the representations, warranties and agreements herein set forth, the Underwriter hereby agrees to purchase from the District for reoffering to the public, and the District hereby agrees to sell to the Underwriter for such purpose, all (but not less than all) of the above-captioned bonds (collectively, the "Bonds"). The Underwriter shall purchase the Bonds at the following respective purchase prices:

(a) General Obligation Bonds, Election of 2016, Series B (the "Series B GOBs"): At a purchase price of \$ _____ (representing the principal amount of the Series B GOBs of \$ _____, plus original issue premium of \$ _____ less Underwriter's discount of \$ _____).

(b) 2020 Refunding General Obligation Bonds (Federally Taxable) (the "Refunding Bonds"): At a purchase price of \$ _____ (representing the principal amount of the Refunding Bonds of \$ _____, less Underwriter's discount of \$ _____).

[The Refunding Bonds will be insured by a municipal bond insurance policy (the "Bond Insurance Policy") issued by _____ (the "Bond Insurer"). As an accommodation to the District, the District requests that the Underwriter wire the premium for the Bond Insurance Policy in the amount of \$ _____ from the proceeds of the Refunding Bonds directly to the Bond Insurer on the Closing Date (defined below).]

The District acknowledges and agrees that: (i) the primary role of the Underwriter is to purchase securities for resale to investors in an arms-length commercial transaction between the District and the Underwriter and that the Underwriter has financial and other interests that differ from those of the District, (ii) the Underwriter is acting as a principal and not acting as a municipal advisor, financial advisor or fiduciary to the District or any other person or entity and has not assumed any advisory or fiduciary responsibility to the District with respect to the transaction contemplated hereby and the discussions, undertakings and proceedings leading thereto (irrespective of whether the Underwriter or any affiliate of the Underwriter has provided other services or is currently providing other services to the District on other matters), (iii) the only obligations the Underwriter has to the District with respect to the transaction contemplated hereby expressly are set forth in this Purchase Contract, and (iv) the District has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate in connection with the transaction contemplated herein. The District acknowledges that it has previously provided the Underwriter with an acknowledgement of receipt of the required Underwriter disclosure under Rule G-17 of the MSRB. The District acknowledges that it has engaged California Financial Services as its municipal advisor (as defined in Securities and Exchange Commission Rule 15Ba1).

2. **The Bonds.** The Bonds are issued under the provisions of two separate resolutions adopted by the Board of Trustees of the District on August 12, 2020 (together, the "Bond Resolutions") and applicable provisions of the California Government Code defined more particularly as the "Bond Law" in the applicable Resolution (the "Bond Law"), all for the purpose of financing educational projects or refinancing prior bonded indebtedness, as more particularly described in the respective Bond Resolutions and the Preliminary Official Statement (as defined herein).

The Bonds shall be dated as of the Closing Date (defined below). The Series B GOBs shall bear current interest and shall be issued on a tax-exempt basis. The Refunding Bonds shall bear current interest and shall be issued on a federally taxable basis. The applicable rates of interest and maturity dates are set forth on Appendix A hereto, which is incorporated herein by this reference.

The Bonds shall be executed and delivered under and in accordance with the provisions of this Purchase Agreement and the applicable Bond Resolution. The Bonds shall be in book-entry form, shall bear CUSIP numbers, shall be in fully registered form initially, registered in the name of Cede & Co., as nominee of the Depository Trust Company ("DTC").

The Bonds are secured by the levy and collection of voter approved taxes on all taxable property within the District, unlimited as to rate or amount.

3. **Redemption.** The Bonds shall be subject to redemption as provided in the Bond Resolutions and as set forth on Appendix A herein.

4. **Use of Documents.** The District hereby authorizes the Underwriter to use, in connection with the offer and sale of the Bonds, this Purchase Agreement, a Preliminary Official Statement and an Official Statement (both as defined below), the Bond Resolutions, the Continuing Disclosure Certificate, the Escrow Agreement and all information contained herein and therein and all of the documents, certificates, or statements furnished by the District to the Underwriter in connection with the transactions contemplated by this Purchase Agreement.

5. **Public Offering of the Bonds.** The Underwriter agrees to make a bona fide public offering of the Bonds initially at the public offering prices (or yields) set forth in Appendix A. Subsequent to the initial public offering the Underwriter shall offer the Series B GOBs in accordance with the requirements of Section 11. The Series B GOBs may be offered and sold to certain dealers at prices lower than such initial public offering prices.

6. **Review of Official Statement.** The Underwriter hereby represents that it has received and reviewed a Preliminary Official Statement with respect to the Bonds, dated, 2020 (the "Preliminary Official Statement"). The District represents that the Preliminary Official Statement was "deemed final" as of the date thereof, for purposes of SEC Rule 15c2-12 (the "Rule 15c2-12"), except for either revisions or additions to the offering price(s), interest rate(s), yield(s), Underwriter's discount, aggregate principal amount, principal amount per maturity, delivery date, rating(s), redemption provisions and other terms of the respective Bonds which depend upon the foregoing as provided in and pursuant to Rule 15c2-12. The District hereby ratifies, confirms and approves of the use and distribution by the Underwriter prior to the date hereof of the Preliminary Official Statement. The District does not object to distribution of the Preliminary Official Statement in electronic form.

The Underwriter agrees that prior to the time the final Official Statement (as defined in Section 10(b)) relating to the Bonds is available, the Underwriter will send to any potential purchaser of the Bonds, upon the request of such potential purchaser, a copy of the most recent Preliminary Official Statement. Such Preliminary Official Statement shall be sent by first class mail (or other equally prompt means) not later than the first business day following the date upon which each such request is received. The District does not object to distribution of the final Official Statement in electronic form.

7. **Closing.** At 9:00 a.m., California Time, on _____, 2020 or at such other time or on such other date as shall have been mutually agreed upon by the District and the Underwriter (such payment and delivery herein called the "Closing," and the date thereof the "Closing Date"), the District will deliver to the Underwriter, through the facilities of DTC utilizing DTC's FAST delivery system, or at such other place as the District and the Underwriter may mutually agree upon, the Bonds in fully registered book-entry form, duly executed and registered in the name of Cede & Co., as nominee of DTC, and at the offices of Jones Hall, A Professional Law Corporation, in San Francisco, California ("Bond Counsel"), the other documents hereinafter mentioned, and the Underwriter will accept such delivery and pay the purchase price thereof set forth in Section 1 in immediately available funds by check, draft or wire transfer to or upon the order of the District.

8. **Representations, Warranties and Agreements of the District.** The District hereby represents, warrants and agrees with the Underwriter that:

- (a) Due Organization. The District is, and will be on the Closing Date, a high school district duly organized and validly existing under the laws of the State of California, with the power to issue the Bonds pursuant to the Bond Law, to adopt the Bond Resolutions and to enter into this Purchase Agreement, the Escrow Agreement and the Continuing Disclosure Certificate (as defined in paragraph (i) below).
- (b) Due Authorization. (i) At or prior to the Closing, the District will have taken all action required to be taken by it to authorize the issuance and delivery of the Bonds; (ii) the District has full legal right, power and authority to enter into this Purchase Agreement, the Escrow Agreement and the Continuing

Disclosure Certificate, to adopt the Bond Resolutions, to perform its obligations under each such document or instrument, and to carry out and effectuate the transactions contemplated by this Purchase Agreement, the Escrow Agreement, the Continuing Disclosure Certificate and the Bond Resolutions; (iii) the execution and delivery or adoption of, and the performance by the District of the obligations contained in the Bonds, the Bond Resolutions, the Escrow Agreement, the Continuing Disclosure Certificate and this Purchase Agreement have been duly authorized and such authorization shall be in full force and effect at the time of the Closing; (iv) this Purchase Agreement, the Escrow Agreement and the Continuing Disclosure Certificate constitute valid and legally binding obligations of the District; and (v) the District has duly authorized the consummation by it of all transactions contemplated by this Purchase Agreement, the Bond Resolutions and the Official Statement.

- (c) Consents. No consent, approval, authorization, order, filing, registration, qualification, election or referendum, of or by any court or governmental agency or public body whatsoever is required in connection with the issuance, delivery or sale of the Bonds or the consummation of the other transactions effected or contemplated herein or hereby. The District gives no representation or warranty with regard to compliance with Blue Sky or similar securities requirements.
- (d) Internal Revenue Code. The District has complied with the Internal Revenue Code of 1986, as amended, with respect to the Series B GOBs, and the District shall not knowingly take or omit to take any action that, under existing law, may adversely affect the exclusion from gross income for federal income tax purposes on the Series B GOBs, or the exemption from any applicable State tax of the interest on the Bonds.
- (e) No Conflicts. To the best knowledge of the District, the issuance of the Bonds, and the execution, delivery and performance of this Purchase Agreement, the Bond Resolutions, the Escrow Agreement, the Continuing Disclosure Certificate and the Bonds, and the compliance with the provisions hereof and thereof, do not conflict with or constitute on the part of the District a violation of or material default under the Constitution of the State of California or any existing law, charter, ordinance, regulation, decree, order or resolution and do not conflict with or result in a violation or breach of, or constitute a material default under, any agreement, indenture, mortgage, lease or other instrument to which the District is a party or by which it is bound or to which it is subject.
- (f) Litigation. As of the time of acceptance hereof no action, suit, proceeding, hearing or investigation is pending or, to the best knowledge of the District, threatened against the District: (i) in any way affecting the existence of the District or in any way challenging the respective powers of the several offices or of the title of the officials of the District to such offices; or (ii) seeking to restrain or enjoin the sale, issuance or delivery of the Bonds, the application of the proceeds of the sale of the Bonds (other than as described in the Preliminary Official Statement and Official Statement), or the collection or the levy of any taxes contemplated by the Bond Resolutions and available to pay

debt service on the Bonds or in any way contesting or affecting the validity or enforceability of the Bonds, this Purchase Agreement, the Escrow Agreement, the Continuing Disclosure Certificate or the Bond Resolutions or contesting the powers of the District or the Bond Resolutions or this Purchase Agreement or contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement; or (iii) in which a final adverse decision could (a) materially adversely affect the operations of the District or the consummation of the transactions contemplated by this Purchase Agreement or the Bond Resolution, (b) declare this Purchase Agreement to be invalid or unenforceable in whole or in material part, or (c) adversely affect the exclusion of the interest paid on the Series F Bonds from gross income for federal income tax purposes and the exemption of interest paid on the Bonds from California personal income taxation.

- (g) No Other Debt. Between the date hereof and the Closing, without the prior written consent of the Underwriter, the District will not have issued any bonds, notes or other obligations for borrowed money except for such borrowings as may be described in or contemplated by the Official Statement.
- (h) Certificates. Except as specifically provided, any certificates signed by any officer of the District and delivered to the Underwriter shall be deemed a representation and warranty by the District to the Underwriter, but not by the person signing the same, as to the statements made therein.
- (i) Continuing Disclosure. The District shall undertake, pursuant to the Bond Resolutions, the Continuing Disclosure Certificate with respect to the Bonds in substantially the form attached as Appendix E of the Preliminary Official Statement (the "Continuing Disclosure Certificate") and Rule 15c2-12, to provide certain annual financial information and notices of the occurrence of certain events described therein. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the final Official Statement. Based on a review of its previous undertakings, except as disclosed in the Preliminary Official Statement and the final Official Statement, the District has not, in the previous five years failed to comply in all material respects with its prior undertakings pursuant to Rule 15c2-12.
- (j) Preliminary Official Statement and Official Statement Accurate and Complete. The Preliminary Official Statement, at the date thereof, did not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. At the date hereof and on the Closing Date, the final Official Statement did not and will not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. The District makes no representation or warranty as to the information contained in or omitted from the Preliminary Official Statement or the final Official Statement in reliance upon and in conformity with information furnished in writing to the District by or on behalf of the Underwriter through a representative of the Underwriter specifically for inclusion therein. If either of the Official Statement is supplemented or amended pursuant to paragraph (c) of Section

10 of this Purchase Agreement, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such paragraph) at all times subsequent thereto during the period up to and including the Closing Date, the applicable Official Statement as so supplemented or amended will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which made, not misleading.

- (k) Financial Information. The financial statements of, and other financial information regarding the District contained in the Official Statement fairly present the financial position of the District as of the dates and for the periods therein set forth, (i) the audited financial statements have been prepared in accordance with generally accepted accounting principles consistently applied, (ii) the unaudited financial statements (if any) have been prepared on a basis substantially consistent with the audited financial statements included in the Official Statement and reflect all adjustments necessary to that affect, and (iii) the other financial information has been determined on a basis substantially consistent with that of the District's audited financial statements included in the Official Statement. Prior to the Closing, there will be no adverse change of a material nature in such financial position, results of operations or condition, financial or otherwise, of the District.
- (i) No Financial Advisory Relationship. The District has had no financial advisory relationship with the Underwriter with respect to the Bonds, nor with any investment firm controlling, controlled by or under common control with the Underwriter.
- (m) Underwriter Not Fiduciary. Inasmuch as this purchase and sale represents a negotiated transaction, the District understands, and hereby confirms, that the Underwriter is not acting as a fiduciary of the District, but rather is acting solely in its capacity as Underwriter, for its own account.
- (n) Levy of Tax. The District hereby agrees to take any and all actions as may be required by Contra Costa County (the "County") or otherwise necessary in order to arrange for the levy and collection of taxes and payment of each series of the Bonds. In particular, the District hereby agrees to provide to the Treasurer-Tax Collector for Contra Costa County, which is the county with jurisdiction over the District, a copy of the Bond Resolutions, a copy of Appendix A hereto, and the full debt service schedule for each series of the Bonds, in accordance with Education Code Sections 15250 et seq., Government Code Section 53559 and policies and procedures of Contra Costa County.

9. **Underwriter Representations, Warranties and Agreements.** The Underwriter represents, warrants to and agrees with the District that, as of the date hereof and as of the Closing Date:

- (a) The execution and delivery hereof and the consummation of the transactions contemplated hereby does not and will not violate any of the prohibitions set forth in Rule G-37 promulgated by the MSRB;

- (b) All reports required to be submitted to the MSRB pursuant to Rule G-37 with respect to the transaction contemplated hereby have been or will be submitted to the MSRB; and
- (c) The Underwriter has not paid or agreed to pay, nor will it pay or agree to pay, any entity, company, firm, or person (including, but not limited to the District's financial advisor, or any officer, agent or employee thereof), other than a bona fide officer, agent or employee working for Underwriter, any compensation, fee, gift or other consideration contingent upon or resulting from the award of or entering into this Purchase Agreement.

10. **Covenants of the District.** The District covenants and agrees with the Underwriter that:

- (a) Securities Laws. The District will furnish such information, execute such instruments, and take such other action in cooperation with, and at the expense of, the Underwriter if and as the Underwriter may reasonably request in order to qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and jurisdictions, provided, however, that the District shall not be required to consent to service of process in any jurisdiction in which they are not so subject as of the date hereof;
- (b) Official Statement. The District hereby agrees to deliver or cause to be delivered to the Underwriter, not later than the seventh (7th) business day following the date this Purchase Agreement is signed, copies of a final Official Statement substantially in the form of the Preliminary Official Statement, with only such changes therein as shall have been accepted by the Underwriter and the District (such Official Statement with such changes, if any, and including the cover page and all appendices, exhibits, maps, reports and statements included therein or attached thereto being called the "Official Statement") in such reasonable quantities as may be requested by the Underwriter not later than five business days following the date this Purchase Agreement is signed, in order to permit the Underwriter to comply with paragraph (b)(4) of Rule 15c2-12 and with the rules of the MSRB. The District hereby authorizes the Underwriter to use and distribute the Official Statements in connection with the offering and sale of the Bonds;
- (c) Subsequent Events; Amendments to Official Statement. If, between the date hereof and the date which is 25 days after the End of the Underwriting Period for the Bonds (determined pursuant to Section 17), an event occurs which would cause the information contained in a final Official Statement, as then supplemented or amended, to contain an untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make such information therein, in the light of the circumstances under which it was presented, not misleading, the District will notify the Underwriter, and, if in the opinion of the District or the Underwriter, such event requires the preparation and publication of a supplement or amendment to said Official Statement, the District will forthwith prepare and furnish to the Underwriter (at the expense of the District) a reasonable number of copies of

an amendment of or supplement to said Official Statement (in form and substance satisfactory to the Underwriter) which will amend or supplement said Official Statement so that they will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances existing at the time said Official Statement is delivered to prospective purchasers, not misleading. If such notification shall be given subsequent to the Closing, the District also shall furnish, or cause to be furnished, such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably deem necessary to evidence the truth and accuracy of any such supplement or amendment to said Official Statement. For the purposes of this subsection, between the date hereof and the date which is 25 days after the End of the Underwriting Period for the Bonds, the District will furnish such information with respect to itself as the Underwriter may from time to time reasonably request;

- (d) Application of Proceeds. The District will apply the proceeds from the sale of the Bonds for the purposes specified in the applicable Bond Resolution and as described in the Official Statement.
- (e) Filings. The District authorizes the Underwriter to file, to the extent required by the applicable rules promulgated by the SEC or the MSRB, and the Underwriter agrees to file or cause to be filed, the Official Statement with (i) the MSRB or its designee (including the MSRB's Electronic Municipal Market Access system); or (ii) other repositories approved from time to time by the SEC (either in addition to or in lieu of the filing referred to above). If an amended Official Statement is prepared in accordance with Section 10(c) of this Purchase Agreement during the "Primary Offering Disclosure Period" (as defined herein), and if required by an applicable SEC Rule or MSRB rule, the Underwriter also shall make the required filings of the amended Official Statement. The "Primary Offering Disclosure Period" is used as defined in MSRB Rule G-32 and shall end on the twenty-fifth day after the Closing Date.

11. Establishment of Issue Price. References to Bonds in this Section 11 do not include the Refunding Bonds.

(a) Actions to Establish Price. The Underwriter agrees to assist the District in establishing the issue price of the Bonds and shall execute and deliver to the District at Closing an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Appendix B, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the District and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds. As applicable, all actions to be taken by the District under this section to establish the issue price of the Bonds may be taken on behalf of the District by the District's municipal advisor and any notice or report to be provided to the District may be provided to the District's municipal advisor.

(b) 10% Test. Except for the maturities (if any) identified in Appendix A for which the Hold-The-Offering-Price Rule described in (c) below shall apply, the District will treat the first price at which 10% of each maturity of the Bonds (the "10% test") is sold to the public as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number

within that maturity will be subject to the 10% test). At or promptly after the execution of this Bond Purchase Agreement, the Underwriter shall report to the District the price or prices at which it has sold to the public each maturity of Bonds.

(c) Hold-The-Offering-Price Rule. The Underwriter confirms that it has offered the Bonds to the public on or before the date of this Bond Purchase Agreement at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in Appendix A, except as otherwise set forth therein. Appendix A also sets forth, as of the date of this Bond Purchase Agreement, the maturities, if any, of the Bonds for which the 10% test has not been satisfied and for which the District and the Underwriter agrees that the restrictions set forth in the next sentence shall apply, which will allow the District to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "hold-the-offering-price rule"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

- (1) the close of the fifth (5th) business day after the sale date; or
- (2) the date on which the Underwriter has sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

(d) Selling Group or Retail Distribution Agreements. The Underwriter confirms that any selling group agreement and any retail distribution agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such retail distribution agreement, as applicable, to comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Underwriter. The District acknowledges that, in making the representation set forth in this subsection, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, if applicable, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a retail distribution agreement was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, if applicable, as set forth in the retail distribution agreement and the related pricing wires. The District further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement, to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the Bonds.

(e) Sales to the Public; Definitions. The Underwriter acknowledges that sales of any Bonds to any person that is a related party to the Underwriter shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

- (i) "public" means any person other than an underwriter or a related party,
- (ii) "underwriter" means (A) any person that agrees pursuant to a written contract with the District (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the

public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public),

- (iii) a purchaser of any of the Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and
- (iv) “sale date” means the date of execution of this Bond Purchase Agreement by all parties.

12. Conditions to Closing. The Underwriter has entered into this Purchase Agreement in reliance upon the representations and warranties of the District contained herein and the performance by the District, of its obligations hereunder, both as of the date hereof and as of the date of Closing. The Underwriter's obligations under this Purchase Agreement are and shall be subject at the option of the Underwriter, to the following further conditions at the Closing:

- (a) Representations True. The representations and warranties of the District contained herein shall be true, complete and correct in all material respects at the date hereof and at and as of the Closing, as if made at and as of the Closing, and the statements made in all certificates and other documents delivered to the Underwriter at the Closing pursuant hereto shall be true, complete and correct in all material respects on the date of the Closing; and the District shall be in compliance with each of the agreements made by it in this Purchase Agreement;
- (b) Obligations Performed. At the time of the Closing, (i) the Official Statement, this Purchase Agreement, the Escrow Agreement, the Continuing Disclosure Certificate and the Bond Resolutions shall be in full force and effect and shall not have been amended, modified or supplemented except as may have been agreed to in writing by us; (ii) all actions under the Bond Law which, in the opinion of Bond Counsel, shall be necessary in connection with the transactions contemplated hereby, shall have been duly taken and shall be in full force and effect; and (iii) the District shall perform or have performed all of its obligations required under or specified in the Bond Resolutions, this Purchase Agreement, the Escrow Agreement, the Continuing Disclosure Certificate or the Official Statement to be performed at or prior to the Closing;
- (c) Adverse Rulings. No decision, ruling or finding shall have been entered by any court or governmental authority since the date of this Purchase

Agreement (and not reversed on appeal or otherwise set aside), or to the best knowledge of the District, pending or threatened which has any of the effects described in Section 8(f) hereof or contesting in any way the completeness or accuracy of the Official Statement;

- (d) Marketability. The market price or marketability or the ability of the Underwriter to enforce contracts for the sale of the Bonds, at the initial offering price, shall not have been materially adversely affected, in the judgment of the Underwriter, by reason of any of the following:
- (1) legislation enacted or introduced in the Congress or recommended for passage by the President of the United States (by press release, other form of notice or otherwise), or of the Treasury Department of the United States or the Internal Revenue Service or any member of the Congress or the State legislature or favorably reported for passage to either House of the Congress by any committee of such House to which such legislation has been referred for consideration, or a decision rendered by a court established under Article III of the Constitution of the United States or of the State or by the United States Tax Court, or an order, ruling, regulation (final, temporary or proposed) press release, official statement or other form of notice issued or made:
 - (i) by or on behalf of the United States Treasury Department or by or on behalf of the Internal Revenue Service or other governmental agency, with the purpose or effect, directly or indirectly, of causing inclusion in gross income for purposes of federal income taxation or State income taxation of the interest received by the owners of the Bonds; or
 - (ii) by or on behalf of the SEC, or any other governmental agency having jurisdiction over the subject matter thereof, to the effect that the Bonds, or obligations of the general character of the Bonds, including any and all underlying arrangements, are not exempt from registration under the Securities Act of 1933, as amended or that the issuance, offering or sale of obligations of the general character of the Bonds, as contemplated hereby or by the Official Statement or otherwise is or would be in violation of the federal securities laws as amended and then in effect;
 - (2) the declaration of war or engagement in or material escalation of major military hostilities by the United States or the occurrence or material escalation of any other national or international emergency or calamity or crisis relating to the effective operation of the government or the financial community in the United States;
 - (3) the declaration of a general banking moratorium by federal, New York or California authorities, or the general suspension of trading on any national securities exchange or fixing of minimum or maximum prices for trading or maximum ranges for prices on any national security exchange, whether by virtue of a determination of that exchange or by order of the SEC or any other governmental authority having

jurisdiction or a material disruption in securities settlement, payment or clearance services affecting the Bonds shall have occurred;

- (4) the imposition by the New York Stock Exchange, other national securities exchange, or any governmental authority, of any material restrictions not now in force with respect to the Bonds, or obligations of the general character of the Bonds, or securities generally, or the material increase of any such restrictions now in force including those relating to the extension of credit by or the charge to the net capital requirements of underwriters;
- (5) an order, decree or injunction of any court of competent jurisdiction, or order, filing, regulation or official statement by the SEC, or any other governmental agency issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Bonds, or the issuance, offering or sale of the Bonds, as contemplated hereby or by the Official Statement, is or would be in violation of the federal securities laws, as amended and then in effect;
- (6) a decision by a court of the United States of America shall be rendered, or a stop order, release, regulation or no-action letter by or on behalf of the SEC or any other governmental agency having jurisdiction of the subject matter shall have been issued or made, to the effect that the issuance, offering or sale of the Bonds as contemplated by this Purchase Agreement or by the Official Statement, or any document relating to the issuance, offering or sale of the Bonds is or would be in violation of any provision of the federal securities laws at the Closing Date, including the Securities Act of 1933, as amended, the Securities Exchange Act of 1934, as amended, and the Trust Indenture Act of 1939, as amended;
- (7) the withdrawal, suspension or downgrading or negative change in credit status, or notice of potential withdrawal, suspension or downgrading or negative change in credit status, of any underlying rating of the District's outstanding indebtedness by a national rating agency.
- (8) any event occurring, or information becoming known which makes untrue in any material adverse respect any statement or information contained in the Official Statement, or has the effect that the Official Statement contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading;
- (9) any fact or event shall exist or have existed that, in the Underwriter's judgment, requires or has required an amendment of or supplement to the Official Statement;
- (10) any state Blue Sky or securities commission, or other governmental agency or body, shall have withheld registration, exemption or

clearance of the offering of the Bonds as described herein, or issued a stop order or similar ruling relating thereto;

- (11) any amendment shall have been made to the federal or State Constitution or action by any federal or State court, legislative body, regulatory body, or other authority materially adversely affecting the tax status of the District, its property, income securities (or interest thereon) or the validity or enforceability of the levy of taxes to pay principal of and interest on the Bonds;
 - (12) any proceeding shall have been commenced or be threatened in writing by the SEC against the District;
 - (13) the occurrence, since the date hereof, of any materially adverse change in the affairs or financial condition of the District; or
 - (14) the purchase of and payment for the Bonds by the Underwriter, or the resale of the Bonds by the Underwriter, on the terms and conditions herein provided shall be prohibited by any applicable law, governmental authority, board, agency or commission.
 - (15) other disruptive events, occurrences or conditions in the securities or debt markets.
- (e) Delivery of Documents. At or prior to the date of the Closing, the Underwriter shall receive copies of the following documents, in each case dated as of the Closing Date and satisfactory in form and substance to the Underwriter:
- (1) Bond Opinions and Reliance Letters Approving opinions of Bond Counsel, as to the validity of the Bonds and, if applicable, the tax-exempt status of the Bonds, dated the date of the Closing, addressed to the District and in substantially the forms attached as Appendix D to the Official Statement, and one or more reliance letters from Bond Counsel, addressed to the Underwriter, to the effect that the Underwriter may rely upon such approving opinions;
 - (2) Supplemental Opinions. Supplemental opinions of Bond Counsel in form and substance satisfactory to the Underwriter, dated the Closing Date and addressed to the District and the Underwriter, to the effect that:
 - (i) the description of the Bonds and the security for the Bonds and statements in the Official Statements on the cover page thereof and under the captions "INTRODUCTION," "THE BONDS", "SECURITY FOR THE BONDS", "TAX MATTERS" and "CONTINUING DISCLOSURE" to the extent they purport to summarize certain provisions of the Bond Resolutions, the Escrow Agreement, the Continuing Disclosure Certificate, California law or federal law, fairly and accurately summarize the matters purported to be summarized therein; provided that Bond Counsel need not express any opinion with respect to any

- financial or statistical data or forecasts, numbers, charts, estimates, projections, assumptions or expressions of opinion, or information relating to DTC or its book-entry only system included therein, or the Bond Insurer or the Bond Insurance Policy;
- (ii) assuming due authorization, execution and delivery by the parties to this Purchase Agreement other than the District, this Purchase Agreement, the Escrow Agreement, and the Continuing Disclosure Certificate have been duly authorized, executed and delivered by the respective parties thereto and constitute legal, valid and binding agreements of the District and are enforceable in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws relating to or affecting generally the enforcement of creditors' rights and except as their enforcement may be subject to the application of equitable principles and the exercise of judicial discretion in appropriate cases if equitable remedies are sought;
 - (iii) the Bonds are exempt from registration pursuant to the Securities Act of 1933, as amended, and the Bond Resolutions are exempt from qualification as an indenture pursuant to the Trust Indenture Act of 1939, as amended; and
 - (iv) that the Refunded Bonds (as defined and identified in the Official Statement) have been defeased in accordance with the documents authorizing said original issuance, which opinion or opinions may be provide as an opinion separate from the Supplemental Opinion.
- (3) Disclosure Counsel Letters. Letters of Jones Hall, A Professional Law Corporation, Disclosure Counsel, dated the Closing Date and addressed to the District and the Underwriter, to the effect that, without having undertaken to determine independently the accuracy or completeness of the statements contained in the Preliminary Official Statement and the final Official Statement, but on the basis of their participation in conferences with representatives of the District, the Underwriter and others, and their examination of certain documents, nothing has come to their attention which has led them to believe that the Preliminary Official Statement as of their date, and the final Official Statement as of their date and as of the Closing Date, contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading (except that no opinion or belief need be expressed as to any financial or statistical data, or information concerning DTC and the book-entry only system or the Bond Insurer or Bond Insurance contained in the Preliminary Official Statement or the final Official Statement);

- (4) Certificates of the District. A certificate or certificates signed by an appropriate official of the District to the effect that (i) such official is authorized to execute this Purchase Agreement, the Continuing Disclosure Certificate and the approval of the Official Statement (ii) the representations, agreements and warranties of the District herein are true and correct in all material respects as of the date of Closing, (iii) the District has complied with all the terms of the Bond Resolutions, the Continuing Disclosure Certificate, Escrow Agreement and this Purchase Agreement to be complied with by the District prior to or concurrently with the Closing and such documents are in full force and effect, (iv) such official has reviewed the Preliminary Official Statement and the final Official Statement and on such basis certifies that the Preliminary Official Statement did not as of their date, and the final Official Statement do not as of their date and as of the Closing Date, contain any untrue statement of a material fact, nor omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances in which they were made, not misleading, (v) the Bonds being delivered on the date of the Closing to the Underwriter under this Purchase Agreement substantially conform to the descriptions thereof contained in the respective Bond Resolutions, (vi) no event concerning the District has occurred since the date of the Official Statement which has not been disclosed therein or in any supplement thereto, but should have been disclosed in order to make statements in the Official Statement in light of the circumstances under which they were made not misleading and (vii) no further consent is required for inclusion of the audit in the Official Statement;
- (5) Arbitrage. A non-arbitrage certificate of the District with respect to the Series B GOBs, in form satisfactory to Bond Counsel;
- (6) Bond Resolutions. A certificate, together with fully executed copies of the Bond Resolutions to the effect that:
 - (i) such copies are true and correct; and
 - (ii) the Bond Resolutions were duly adopted and have not been modified, amended, rescinded or revoked and are in full force and effect on the date of the Closing;
- (7) Official Statement. Certificates of the appropriate officials of the District evidencing their determinations respecting the Preliminary Official Statement in accordance with the Rule;
- (8) Continuing Disclosure Certificate. The Continuing Disclosure Certificate, duly executed by the District;
- (9) Paying Agent Certificate. A written certificate of The Bank of New York Mellon Trust Company, N.A., as paying agent (the "Paying Agent"), executed by a duly authorized representative of the Paying Agent, dated the date of the Closing, to the effect that the Paying Agent is

validly existing under the laws of the State, and has full power to enter into, accept and perform its duties under the Bond Resolution, together with a certified copy of the County Resolution accepting appointment as Paying Agent and an paying agent agreement entered into between the District and the County;

- (10) Escrow Agent Certificate. A written certificate of The Bank of New York Mellon Trust Company, N.A. (the "Escrow Agent"), executed by a duly authorized representative of the Escrow Agent, dated the date of the Closing, to the effect that the Escrow Agent is validly existing and has full power to enter into, accept and perform its duties under the Escrow Agreement;
- (11) Verification Report. A verification report of an accounting firm confirming the sufficiency of funds deposited in escrow or funds for the purpose of refunding the Refunded Bonds;
- [(12) Municipal Bond Insurance Policy. The Bond Insurance Policy issued by the Bond Insurer with respect to the Refunding Bonds, together with:
 - (i) a certificate of the Bond Insurer dated the date of Closing, in form and substance acceptable to the Underwriter regarding, among other matters, the due authorization, execution and validity of the Bond Insurance Policy, and
 - (ii) an opinion of counsel to the Bond Insurer, dated the date of Closing and addressed to the District and the Underwriter, in form and substance acceptable to the Underwriter.]
- (13) Tax Rate and Bonding Capacity Certificates (Series B GOBs). A certificate signed by a District official setting forth a projection evidencing that tax rates for Election of 2016 Bonds, taking into account the issuance of the Series B GOBs, are projected not to exceed the legal maximum of \$30 per \$100,000 of assessed value during the term of the Bonds, and a certificate signed by a County official confirming that the District is in compliance with applicable bonding capacity limitations (1.25%);
- (14) Underwriter's Counsel Opinion. An opinion of counsel to the Underwriter, dated the Closing Date and addressed to the Underwriter, in form and substance acceptable to the Underwriter;
- (15) Ratings. Evidence that the Bonds have been assigned the ratings (insured with respect to the Refunding Bonds, and underlying with respect to the Bonds) set forth on the cover page of the Official Statement, and that such ratings have not been withdrawn or downgraded; and
- (16) Other Documents. Such additional legal opinions, certificates, proceedings, instruments and other documents as the Underwriter may reasonably request to evidence compliance (i) by the District with legal

requirements, (ii) the truth and accuracy, as of the time of Closing, of the representations of the District herein contained, (iii) the truth and accuracy, as of the time of Closing, of the Official Statement and (iv) the due performance or satisfaction by the District at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the District.

- (f) Termination. Notwithstanding anything to the contrary herein contained, if for any reason whatsoever the Bonds shall not have been delivered by the District to the Underwriter prior to the close of business, California Time, on the Closing Date, then the obligation to purchase Bonds hereunder shall terminate and be of no further force or effect.

If the District shall be unable to satisfy the conditions to the Underwriter's obligations contained in this Purchase Agreement or if the Underwriter's obligations shall be terminated for any reason permitted by this Purchase Agreement, this Purchase Agreement may be canceled by the Underwriter at, or at any time prior to, the time of Closing. Notice of such cancellation shall be given, to the District in writing, or by telephone or telegraph, confirmed in writing. Notwithstanding any provision herein to the contrary, the performance of any and all obligations of the District hereunder and the performance of any and all conditions contained herein for the benefit of the Underwriter may be waived by the Underwriter in writing at its sole discretion.

13. **Conditions to Obligations of the District.** The performance by the District of its obligations is conditioned upon (i) the performance by the Underwriter of its obligations hereunder; and (ii) receipt by the District and the Underwriter of the opinion and certificates being delivered at the Closing by persons and entities other than the District.

14. **Costs and Expenses.** The District shall pay, and the Underwriter shall be under no obligation to pay, any expenses incident to the issuance of the Bonds, including but not limited to the following: (i) the fees and disbursements of the District's financial advisor, California Financial Services.; (ii) the fees and disbursements of Bond Counsel, Disclosure Counsel and Underwriter's Counsel; (iii) the cost of the preparation, printing and delivery of the Bonds; (iv) the fees for the Bond rating, including all necessary travel expenses; (v) the cost of the printing and distribution of the Official Statement; (vi) the initial fees of the Paying Agent; (vii) the initial fees of the Escrow Agent; (viii) the fees of the Verification Agent and (ix) all other fees and expenses incident to the issuance and sale of the Bonds. The District acknowledges that it has had an opportunity, in consultation with such advisors as it may deem appropriate, to evaluate and consider the fees and expenses being incurred in connection with the issuance of the Bonds.

As an accommodation to the District, on the Closing Date, the Underwriter shall wire the total amount of \$_____ directly to a costs of issuance custodian identified by the District. In addition, the Underwriter shall pay the Bond Insurer directly the premium of \$_____ for the Bond Insurance Policy directly to the Bond Insurer, as referenced in Section 1.

All out-of-pocket expenses of the Underwriter, including the California Debt and Investment Advisory Commission fee, travel (except in connection with securing a rating on the Bonds), CUSIP and other expenses, shall be paid by the Underwriter.

Notwithstanding Section 12(f) hereof, the District hereby agrees, in the event the purchase and sale of the Bonds does not occur as contemplated hereunder, to reimburse the Underwriter for any costs described in Subsection 14(iv) above that are attributable to District personnel.

The District acknowledges that it has had an opportunity, in consultation with such advisors as it may deem appropriate, if any, to evaluate and consider the fees and expenses being incurred as part of the issuance of the Bonds.

15. **Notices.** Any notice or other communication to be given under this Purchase Agreement (other than the acceptance hereof as specified in the first paragraph hereof) may be given by delivering the same in writing if to the District, to the Superintendent (or Superintendent's designee), at the address set forth on page 1 hereof, or if to the Underwriter as follows:

Piper Sandler & Co.
50 California Street, Suite 3100
San Francisco, CA 94111

Attention: Ivory Li, Managing Director

16. **Parties in Interest; Survival of Representations and Warranties.** This Purchase Agreement when accepted by the District in writing as heretofore specified shall constitute the entire agreement among the District and the Underwriter. This Purchase Agreement is made solely for the benefit of the District and the Underwriter (including the successors or assigns of the Underwriter). No person shall acquire or have any rights hereunder or by virtue hereof. All the representations, warranties and agreements of the District in this Purchase Agreement shall survive regardless of (a) any investigation or any statement in respect thereof made by or on behalf of the Underwriter, (b) delivery of and payment by the Underwriter for the Bonds hereunder, and (c) any termination of this Purchase Agreement.

17. **Determination of End of the Underwriting Period.** For purposes of this Purchase Agreement, the "end of the underwriting period" for the Bonds is used as defined in Rule 15c2-12 and shall occur on the later of (a) the day of the Closing, or (b) when the Underwriter no longer retains an unsold balance of the Bonds. Unless otherwise advised in writing by the Underwriter on or prior to the Closing Date, or otherwise agreed to by the District, the District may assume that the "end of the underwriting period" is the Closing Date.

18. **Severability.** In the event any provision of this Purchase Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

19. **Nonassignment.** Notwithstanding anything stated to the contrary herein, neither party hereto may assign or transfer its interest herein, or delegate or transfer any of its obligations hereunder, without the prior written consent of the other party hereto.

20. **Entire Agreement.** This Purchase Agreement, when executed by the parties hereto, shall constitute the entire agreement of the parties hereto (including their permitted successors and assigns, respectively).

21. **Applicable Law.** This Purchase Agreement shall be interpreted, governed and enforced in accordance with the law of the State of California applicable to contracts made and performed in such State.

22. **Execution in Counterparts.** This Purchase Agreement may be executed in several counterparts each of which shall be regarded as an original and all of which shall constitute but one and the same document.

Very truly yours,

PIPER SANDLER & CO.

By: _____
Managing Director

The foregoing is hereby agreed to and accepted as of the date first above written:

LIBERTY UNION HIGH SCHOOL DISTRICT

By: _____
Superintendent

Date of Execution: _____, 2020

Time of Execution: _____ p.m. California time

SIGNATURE PAGE OF BOND PURCHASE AGREEMENT

APPENDIX A

Maturity Schedules

**LIBERTY UNION HIGH SCHOOL DISTRICT
(Contra Costa County, California)**

**General Obligation Bonds
Election of 2016, Series B**

**2020 Refunding General Obligation Bonds
(Federally Taxable)**

Redemption Provisions

APPENDIX B

FORM OF ISSUE PRICE CERTIFICATE

\$ _____
LIBERTY UNION HIGH SCHOOL DISTRICT
(Contra Costa County, California)
General Obligation Bonds
Election of 2016, Series B

ISSUE PRICE CERTIFICATE

The undersigned, on behalf of Piper Sandler & Co. ("Piper"), hereby certifies based upon information available to it as set forth below with respect to the sale and issuance of the above-captioned obligations (the "Bonds").

1. **Sale of the Bonds.** As of the date of this certificate, for each Maturity of the Bonds, the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Schedule A.

2. **Defined Terms.**

(a) **Issuer** means Liberty Union High School District.

(b) **Maturity** means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(c) **Public** means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(d) **Underwriter** means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents Piper's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Certificates of Arbitrage and with respect to compliance with the federal income tax rules affecting the Bonds, and by Jones Hall, A Professional Law Corporation in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds. Notwithstanding anything set forth herein, Piper is not engaged in the practice of law. Accordingly, Piper makes no representation as to the legal sufficiency of the factual matters set forth herein. Except as expressly set forth above, the certifications set forth herein may not be relied upon or used by any third party or for any other purpose.

Dated: _____, 2020

Piper Sandler & Co.
as Underwriter

By: _____
Authorized Representative

SCHEDULE A
SALE PRICES OF THE BONDS

(Attached)



Contra Costa County

To: Board of Supervisors
 From: David Twa, County Administrator
 Date: September 8, 2020

Subject: 2020 CSAC Challenge Awards

RECOMMENDATION(S):

AUTHORIZE the County Administrator to submit, on behalf of Contra Costa County, a letter of authorization for the submission of five applications to the California State Association of Counties (CSAC) 2020 Challenge Awards competition.

FISCAL IMPACT:

100% County General Fund. The entry fee is \$75 for each application. The total entry fee for the five applications is \$375. The entry fee is paid out of the County Administrator Office's budget.

BACKGROUND:

In July, the California State Association of Counties (CSAC) invited counties to enter its 2020 Challenge Awards competition. The program is intended to recognize the innovative and creative spirit of county governments, who seek to find unique, replicable, effective and cost saving ways of providing programs and services to their citizens. The entry process is completed online this year, deadline for entry is September 11, 2020.

CSAC recognizes counties in three population categories -- rural, urban (representing counties like Contra Costa), and suburban -- and six issue areas:

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/08/2020** 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: September 8, 2020

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

Contact: Julie DiMaggio Enea (925) 655-2056;
 Barbara Riveira 925-655-2055

By: June McHuen, Deputy

cc:

BACKGROUND: (CONT'D)

1. **Administration of Justice & Public Safety** – Includes programs associated with local law enforcement and public safety, adult and juvenile detention, and probation.
2. **Agriculture, Environment & Natural Resources** – Includes programs associated with agriculture, the environment, air quality, water, flood control, energy, parks and recreation, public lands, forestry, mining, endangered species, solid waste, and hazardous waste.
3. **Government Finance, Administration & Technology** – Includes programs associated with internal operations, employee training and wellness, workers’ compensation, public records, technology, economic development, elections, libraries, elections, and food safety.
4. **Health & Human Services** – Includes programs associated with health care, mental health, homelessness, foster care, child welfare services, adult protective services, IHSS, general assistance, aging, CalWORKs, First 5 programs, county hospitals/medical facilities, the indigent, and veterans.
5. **Housing, Land Use & Infrastructure** – Includes programs associated with housing, land use, growth, planning, transportation, infrastructure, and tribal gaming issues.
6. **Disaster/Emergency Response & Management** - Includes any programs or services developed in response to recent disasters that have struck California Counties, such as wildfires, public power safety shutoffs or the COVID-19 pandemic.

Awards may be presented in the three population categories for each of the six issue areas. Two levels of awards will be presented in each category of population: Challenge Awards and Merit Awards. The judges have the flexibility to offer an optional top-level award: The California Counties Innovation Award. Judges will also consider all entries for special awards that are open to all population categories.

Challenge Award-winning programs receive state and national exposure, are highlighted in county best practices videos, and recognized at Boards of Supervisors meetings. Challenge Awards will be presented at a Board of Supervisor's meeting in the recipient’s county. Merit Awards will be mailed. Award recipients will also be featured on CSAC’s Web site at www.csac.counties.org. This is a wonderful opportunity to let colleagues across the state and nation know about the innovative work we are doing in Contra Costa County.

Contra Costa County departments propose to submit the following applications for the 2020 CSAC Challenge Awards:

Department(s)	Title	Description
Employment & Human Services	Using CLOUDS Technology to Enhance Communications with Families During COVID-19	During COVID-19, provide essential services in a timely responsive manner to families by leveraging technology, utilizing CLOUDS technology to enhance communications with families.
Employment & Human Services	Volunteer & Emergency Services Team in Action (VESTIA), Season of Sharing COVID Emergency Relief Fund	Through public/nonprofit/private collaboration, established a housing and emergency relief program offering assistance to individuals and households adversely impacted by COVID-19.
Employment & Human Services	Emergency Child Care for Essential Workers During COVID-19	Provided vital childcare services to hundreds of essential workers between March 17 and June 5, 2020.

County Administrator's Office, Joint Project by the Health Services Department and County Library	COVID-19 3D Printing Face Mask Program	Produced 160 3D printed face masks and 3,220 clips to be used in response to COVID-19. The printed clips allowed for reuse of close to 200,000 masks with faulty elastic bands received through the strategic stockpile to be distributed to the community.
Clerk-Recorder	Records within Reach Program	Mobilize access and provide customers the ability to get vital records at local DMVs and community events across Contra Costa County.

CONSEQUENCE OF NEGATIVE ACTION:

Without an online entry, departments will not be able to compete for a 2020 CSAC Challenge Award.



**Contra
Costa
County**

To: Board of Supervisors
From: David Twa, County Administrator
Date: September 8, 2020

Subject: JJCC Adding seat for the JJC Chair

RECOMMENDATION(S):

ADOPT Resolution No. 2020/242, superseding Resolution No. 2018/597 amending the Juvenile Justice Coordinating Council, to increase the size of the Juvenile Justice Coordinating Council to 20 members by adding a seat for the Juvenile Justice Commission Chair.

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

On February 13, 2018, the Board of Supervisors referred to the Committee a review of the production of the County's Multi-Agency Juvenile Justice Plan. The plan is due to the state on May 1 of each year, as a condition of Contra Costa's annual funding through the Juvenile Justice Crime Prevention Act (JJCPA) and Youthful Offender Block Grant (YOBG). For Contra Costa County, this amounts to over \$8 million in annual funding specifically for juvenile justice activities.

In 2018, the Committee accepted an introductory report on the County's Multi-Agency Juvenile Justice Plan and the Juvenile Justice Coordinating Council and a summary of the Juvenile Justice Commission (JJC), the Delinquency Prevention Commission (DPC) and the Juvenile Justice Coordinating Council (JJCC). During the October 2018 meeting, the Committee noted that the County has two advisory bodies that are charged with similar duties, specifically, the Delinquency Prevention Commission and the Juvenile Justice

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/08/2020** 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: September 8, 2020

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

By: June McHuen, Deputy

Contact: Paul Reyes, (925)
335-1096

Coordinating Council, and directed staff to return to the Board of Supervisors to combine the functions of the DPC and JJCC. Also during the October 2018 meeting, the committee reviewed the composition of the JJCC and recommended that the JJCC consist of the following:

-

BACKGROUND: (CONT'D)

Chief Probation Officer,

- District Attorney's Office representative,
- Public Defender's Office representative,
- Sheriff's Office representative,
- Board of Supervisors representative,
- Employment and Human Services Department representative,
- Behavior Health representative,
- County Alcohol and Drugs representative,
- City Police Department Representative,
- County Office of Education or a school district representative,
- County Public Health representative, and
- Eight community-based seats, including a minimum of two representing youth-serving community-based organizations and two youth-aged community representatives (14-21 years old)

On December 4, 2018, the Board of Supervisors introduced Ordinance 2018-30 to dissolve the Delinquency Prevention Commission, adopted Resolution 2018/597 to add seats and duties to Juvenile Justice Coordinating Council, and terminated the referral to the Committee on this topic. On December 18, 2018, Ordinance 2018-30 was adopted.

During the August 2020 JJCC meeting, the JJCC discussed adding the JJC Chair as a member of the JJCC. The JJCC decided and recommended for the JJCC to add a seat to Committee to include the Juvenile Justice Commission (JJC) Chair.

CONSEQUENCE OF NEGATIVE ACTION:

The JJC Chair would be excluded from the JJCC's meetings and decisions regarding the YOBG and JJCPA funding.

AGENDA ATTACHMENTS

Resolution 2020/242

MINUTES ATTACHMENTS

Signed Resolution No. 2020/242

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

Adopted this Resolution on 09/08/2020 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. 2020/242

IN THE MATTER OF AUGMENTING THE MEMBERSHIP OF THE JUVENILE JUSTICE COORDINATING COUNCIL

WHEREAS, pursuant to Section 749.22 of the California Welfare and Institutions Code and Resolution No. 2018/597, Contra Costa County's Juvenile Justice Coordinating Council is charged with the development and implementation of a continuum of county-based responses to juvenile crime and the coordination on a county-wide basis the work of those community agencies engaged in activities designed to prevent juvenile delinquency;

WHEREAS, the Juvenile Justice Coordinating Council is composed of nineteen members in the categories required by Welfare and Institutions Code section 749.22 and Resolution No. 2018/597; and

WHEREAS, the Board of Supervisors desires to increase the number of members of the Juvenile Justice Coordinating Council by one additional member to include the Juvenile Justice Commission Chair.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS, in its capacity as governing Board of the County of Contra Costa, that:

1. Establishment of the Juvenile Justice Coordinating Council.

Pursuant to Section 749.22 of the California Welfare and Institutions Code and Resolution No. 2018/597 (which superseded Resolution No. 95/500), the Juvenile Justice Coordinating Council ("Council") was established. This Resolution (No. 2020/242) supersedes Resolution No. 2018/597 establishing the Council and any subsequent Board actions amending the Council.

2. Territorial Area.

The area the Council will serve is the County of Contra Costa.

3. Membership.

The Council will consist of nineteen (20) members:

a. Ten (10) ex-officio voting members:

- (i) Chief Probation Officer, as Chair;
- (ii) District Attorney's Office representative;
- (iii) Public Defender's Office representative;
- (iv) Sheriff's Office representative;
- (v) Board of Supervisors' representative;
- (vi) Employment and Human Services Department representative;
- (vii) Behavioral Health Services representative;

- (viii) Alcohol and Other Drugs Division representative;
- (ix) Public Health representative; and (x) Juvenile Justice Commission Chair.

b. Ten (10) additional voting members are to be selected and appointed by the Board of Supervisors, as follows:

- (i) City Police Department representative;
- (ii) one County Office of Education or a School District representative;
- (iii) four At-Large members, residing or working within County of Contra Costa;
- (iv) two Community-Based Organization representatives; and
- (v) two At-Large youth, fourteen to twenty-one years old and residing or working within County of Contra Costa.

c. The community based representatives should reflect the geographic, ethnic, and racial diversity of the County and should include youth or those providing restorative justice, faith-based, or mentoring services, to justice, homeless, or foster involved youth.

4. Term of Office.

The term of office for the non-ex-officio members appointed by the Board of Supervisors will be two years. If a vacancy occurs, a replacement will be selected and appointed by the Board of Supervisors upon the nomination of the entity that nominated the prior holder of the seat. The newly-appointed member will serve the remainder of the term of the prior holder of the seat. Upon the expiration of a member's term, the member is eligible to be reappointed by the Board of Supervisors.

5. Removal from Office.

Each non-ex-officio appointed member of the Committee serves at the pleasure of the Board of Supervisors and may be removed, at will, by a majority vote of the Board of Supervisors.

6. Council Purpose and Duties.

The Council will advise the Board of Supervisors on the development and implementation of a multi-agency juvenile justice plan composed of several critical parts, including, but not limited to:

- a. An assessment of existing law enforcement, probation, education, mental health, health, social services, drug and alcohol and youth services resources which specifically target at-risk juveniles, juvenile offenders, and their families.
- b. An identification and prioritization of the neighborhoods, schools, and other areas in the community that face a significant public safety risk from juvenile crime, such as gang activity, daylight burglary, late-night robbery, vandalism, truancy, controlled substance sales, firearm-related violence, and juvenile alcohol use within the council's jurisdiction.
- c. A local action plan (LAP) for improving and marshaling the resources set forth in subdivision (a) to reduce the incidence of juvenile crime and delinquency in the areas targeted pursuant to subdivision (b) above and the greater community.
- d. Develop information and intelligence-sharing systems to ensure that county actions are fully coordinated, and to provide data for measuring the success of the grantee in achieving its goals.
- e. Identify outcome measures.

The Council will also coordinate on a countywide basis the work of those governmental and non-governmental organizations engaged in activities designed to prevent juvenile delinquency.

7. Quorum and Vote Necessary for Action.

A quorum is a majority of the total number of authorized positions on the Council, not a majority of the total number of filled positions. The Council may only take action by a majority vote of the quorum. (With 20 authorized positions, a quorum is 10 members; 6 affirmative votes are necessary for action.)

8. Compensation.

The non-ex-officio Council members shall serve without compensation of any kind, and the Board of Supervisors shall not provide funds for the payment of Council meeting stipends or reimbursement of Council members' expenses.

9. Administrative Support.

Administrative support will be provided to the Council by the County's Probation Department.

10. Council Funds.

Any funds transferred to or received by the County for the Council may only be used for the benefit of the Council.

11. Council Operation and Procedural Rules.

Within the parameters of this Resolution, the Council may organize itself and operate as it determines but shall hold regular meetings, at intervals to be established by the Council, at an established time and place. The Council may develop bylaws for the operation of the Council, but such bylaws must be approved by the Board of Supervisors to be effective. The Council meetings are to be conducted in accordance with the provisions of the Brown Act (Government Code sections 54950 et seq.), including the pre-meeting posting of meeting calendar notices, and the County Better Government Ordinance (County Ordinance Code, Division 25). In addition, the Council must fully comply with the Board of Supervisors' policy concerning conflict of interest and open meetings (Resolution No. 2002/376), and the Board's policy governing appointments to boards, committees, and commissions (Resolution No. 2011/497), as applicable.

I hereby certify that this 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 Reyes, (925) 335-1096

ATTESTED: September 8, 2020

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

By: June McHuen, Deputy

cc: Esa Ehmen-Krause, Chief Probation Officer

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

Adopted this Resolution on 09/08/2020 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" value="/"/>	
ABSENT:	<input type="text" value="/"/>	
ABSTAIN:	<input type="text" value="/"/>	
RECUSE:	<input type="text" value="/"/>	



Resolution No. 2020/242

IN THE MATTER OF AUGMENTING THE MEMBERSHIP OF THE JUVENILE JUSTICE COORDINATING COUNCIL

WHEREAS, pursuant to Section 749.22 of the California Welfare and Institutions Code and Resolution No. 2018/597, Contra Costa County’s Juvenile Justice Coordinating Council is charged with the development and implementation of a continuum of county-based responses to juvenile crime and the coordination on a county-wide basis the work of those community agencies engaged in activities designed to prevent juvenile delinquency;

WHEREAS, the Juvenile Justice Coordinating Council is composed of nineteen members in the categories required by Welfare and Institutions Code section 749.22 and Resolution No. 2018/597; and

WHEREAS, the Board of Supervisors desires to increase the number of members of the Juvenile Justice Coordinating Council by one additional member to include the Juvenile Justice Commission Chair.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS, in its capacity as governing Board of the County of Contra Costa, that:

1. Establishment of the Juvenile Justice Coordinating Council.

Pursuant to Section 749.22 of the California Welfare and Institutions Code and Resolution No. 2018/597 (which superceded Resolution No. 95/500), the Juvenile Justice Coordinating Council (“Council”) was established. This Resolution (No. 2020/242) supersedes Resolution No. 2018/597 establishing the Council and any subsequent Board actions amending the Council.

2. Territorial Area.

The area the Council will serve is the County of Contra Costa.

3. Membership.

The Council will consist of nineteen (20) members:

- a. Ten (10) ex-officio voting members:
 - (i) Chief Probation Officer, as Chair;
 - (ii) District Attorney’s Office representative;
 - (iii) Public Defender’s Office representative;
 - (iv) Sheriff’s Office representative;
 - (v) Board of Supervisors’ representative;
 - (vi) Employment and Human Services Department representative;
 - (vii) Behavioral Health Services representative;

- (viii) Alcohol and Other Drugs Division representative;
- (ix) Public Health representative; and (x) Juvenile Justice Commission Chair.

b. Ten (10) additional voting members are to be selected and appointed by the Board of Supervisors, as follows:

- (i) City Police Department representative;
- (ii) one County Office of Education or a School District representative;
- (iii) four At-Large members, residing or working within County of Contra Costa;
- (iv) two Community-Based Organization representatives; and
- (v) two At-Large youth, fourteen to twenty-one years old and residing or working within County of Contra Costa.

c. The community based representatives should reflect the geographic, ethnic, and racial diversity of the County and should include youth or those providing restorative justice, faith-based, or mentoring services, to justice, homeless, or foster involved youth.

4. Term of Office.

The term of office for the non-ex-officio members appointed by the Board of Supervisors will be two years. If a vacancy occurs, a replacement will be selected and appointed by the Board of Supervisors upon the nomination of the entity that nominated the prior holder of the seat. The newly-appointed member will serve the remainder of the term of the prior holder of the seat. Upon the expiration of a member's term, the member is eligible to be reappointed by the Board of Supervisors.

5. Removal from Office.

Each non-ex-officio appointed member of the Committee serves at the pleasure of the Board of Supervisors and may be removed, at will, by a majority vote of the Board of Supervisors.

6. Council Purpose and Duties.

The Council will advise the Board of Supervisors on the development and implementation of a multi-agency juvenile justice plan composed of several critical parts, including, but not limited to:

- a. An assessment of existing law enforcement, probation, education, mental health, health, social services, drug and alcohol and youth services resources which specifically target at-risk juveniles, juvenile offenders, and their families.
- b. An identification and prioritization of the neighborhoods, schools, and other areas in the community that face a significant public safety risk from juvenile crime, such as gang activity, daylight burglary, late-night robbery, vandalism, truancy, controlled substance sales, firearm-related violence, and juvenile alcohol use within the council's jurisdiction.
- c. A local action plan (LAP) for improving and marshaling the resources set forth in subdivision (a) to reduce the incidence of juvenile crime and delinquency in the areas targeted pursuant to subdivision (b) above and the greater community.
- d. Develop information and intelligence-sharing systems to ensure that county actions are fully coordinated, and to provide data for measuring the success of the grantee in achieving its goals.
- e. Identify outcome measures.

The Council will also coordinate on a countywide basis the work of those governmental and non-governmental organizations engaged in activities designed to prevent juvenile delinquency.

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I hereby certify that this 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 Reyes, (925) 335-1096

ATTESTED: September 8, 2020

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

By:  June McHuen, Deputy

cc: Esa Ehmen-Krause, Chief Probation Officer



**Contra
Costa
County**

To: Board of Supervisors
From: John Kopchik, Director, Conservation & Development Department
Date: September 8, 2020

Subject: Report on FY 2020/21 Budgets for the Congestion Management Agency and the Regional Transportation Planning Committees

RECOMMENDATION(S):

APPROVE the Fiscal Year 2020/21 budget for the Congestion Management Agency (CMA), a function performed by the Contra Costa Transportation Authority (Authority), and APPROVE FY 2020/21 County contributions of \$96,573 to the Congestion Management Agency and \$97,601 to the Regional Transportation Planning Committees that assist with implementing Measure J (2004), as required by prior agreements.

FISCAL IMPACT:

No impact to the General Fund. The County contributions to the Congestion Management Agency and the Regional Transportation Planning Committees are accounted for and funded from the annual operating budgets approved by the Board of Supervisors for the Public Works Department and the Department of Conservation and Development, using gas tax and Measure J Return-to-Source revenue.

BACKGROUND:

The agreement that created the County's Congestion Management Agency (CMA) requires referral of its budget to member jurisdictions. The Regional Transportation Planning Committees (RTPCs) were established by the County and the cities to facilitate cooperative multi-jurisdictional transportation planning in the four subregions of the County, pursuant to the Measure J Transportation Improvement and Growth

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **09/08/2020** 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: September 8, 2020

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

By: June McHuen, Deputy

Contact: Robert Sarmiento (925)
674-7822

cc:

BACKGROUND: (CONT'D)

Management Program. Some RTPCs require member jurisdictions to review their proposed annual budgets. The Board of Supervisors takes this action annually.

This Board Order also recommends approval of the budgeted financial contribution from Contra Costa County to the CMA and the RTPCs for FY 2020/21, as required by agreements creating these entities.

Exhibit "A" compares the FY 2020/21 CMA and RTPC budgets and the proposed County contribution to these entities to prior years. The sub-headings below explain the budgets for each Agency/Committee in further detail.

Contra Costa Transportation Authority (Authority)

The Authority was created in 1988 to manage funds generated by a special half-cent transportation sales tax ("Measure C"), which was approved by voters to fund local transportation projects. The Authority also administers the related voter-approved growth management program requirements. Measure J extended this sales tax and growth management program to 2034. In 1992, the County and local cities entered into a Joint Powers Agreement to designate the Authority as the County's CMA, pursuant to Proposition 111 (1990). Although California law no longer requires each county to have a designated CMA, the local jurisdictions have continued to support the CMA to facilitate the receipt and expenditure of state and federal transportation funds administered by the Metropolitan Transportation Commission (MTC).

Contra Costa County's annual contribution to the CMA is based on two components: 1) the formula [population and road miles] used by the State to distribute Proposition 111 gas tax revenue to cities and counties, and 2) the amount of state and federal revenue received by the Authority to fund CMA functions. The Authority primarily uses federal (Surface Transportation Program, Congestion Mitigation and Air Quality) and state (State Transportation Planning, Programming, and Monitoring Program) revenues to fund CMA activities. However, if these revenues are insufficient, member agencies contribute the balance based on the aforementioned formula. As noted in the attached spreadsheet, local contributions are estimates due to the inability to accurately project fluctuating federal and state revenues.

For FY 2020/21, the Authority's overall budget is \$205,223,483. The Authority's Budget for FY 2020/21 for its CMA function is \$3,607,773. The County contribution is \$96,573, a \$99,676 decrease from the previous fiscal year's \$196,249 contribution (approximately a 51% decrease). The CMA budget was circulated to the Public Managers Association, which approved it in April 2020. The highlights of the Planning/CMA budget include:

- * \$300,000 for the East County Integrated Transit Study;
- * \$200,000 for the SR4 Express Lane Design Alteration Analysis;
- * \$150,000 for the San Pablo Avenue Multimodal (Alameda County Transportation Commission/West Contra Costa Transportation Advisory Committee Cooperative Agreement No. 18W.02);
- * \$425,000 for CMP support, modeling and monitoring;
- * \$300,000 for Model Maintenance & Consistency and Bicycle & Pedestrian Plans;
- * \$100,000 for the Community-Based Transportation Plan; and
- * \$25,000 for PDA-related planning studies managed by the Authority on behalf of MTC.

Southwest Area Transportation (SWAT) Committee

SWAT is the RTPC established for the jurisdictions within the San Ramon Valley and the Lamorinda

area. Administrative support, currently provided by contracting with the City of San Ramon, consists of compiling and distributing agendas, staff support at Committee meetings, providing summaries of each meeting, and coordinating the SWAT Technical Advisory Committee. SWAT is funded by equal contributions from the six participating jurisdictions. At the beginning of each billing period, which mirrors the fiscal year, SWAT provides an estimated annual budget and member jurisdiction dues. However, SWAT is unique among the RTPCs in that the jurisdictions are billed the actual annual member dues at the end of the billing period for the prior fiscal year. For FY 2019/20, the actual SWAT budget was \$28,645, and the actual County contribution is \$4,775. For FY 2020/21, the proposed SWAT budget and the County contribution will be \$33,700 and \$5,617, respectively.

Transportation Partnership and Cooperation (TRANSPAC) Committee

TRANSPAC is the RTPC established for the jurisdictions in North-Central Contra Costa. A Managing Director, who is contracted by TRANSPAC, provides administrative support. For FY 2020/21, the TRANSPAC budget is \$406,500. This budget amount includes \$260,000 for administrative costs, a \$122,000 project reserve set aside for the future "I-680/Monument Boulevard Bicycle and Pedestrian Improvement Feasibility Study", and a \$24,500 contingency. Half of the annual total member jurisdiction dues to TRANSPAC is apportioned equally to the six participating jurisdictions, while the other half is apportioned based on the jurisdictions' share of population and road mileage in the TRANSPAC area. For FY 2020/21, the County member contribution is \$32,245.

Transportation Planning Committee for East Contra Costa County (TRANSPLAN)

TRANSPLAN Committee is the RTPC established for jurisdictions in Eastern Contra Costa. The Department of Conservation and Development provides the administrative support to the TRANSPLAN Committee, pursuant to a joint powers agreement that funds staff time and materials. The budget provides for administrative support to the TRANSPLAN Committee and its technical advisory committee, staff support to represent the Committee before other entities, and the ability to carry out the decisions of the Committee. The budget is funded by equal contributions from the five participating jurisdictions. The total FY 2020/21 TRANSPLAN budget is \$54,043, and the County contribution is \$10,809.

Tri-Valley Transportation Council (TVTC)

TVTC, consisting of Contra Costa County and Alameda County jurisdictions in the Tri-Valley area, adopted a Joint Exercise of Powers (JEPA) agreement in 2013, formally establishing it as an independent entity. Responsibility for administrative support rotates every two years among the participating jurisdictions. The TVTC budget for FY 2020/21 is \$256,440, which consists of \$59,010 for administrative costs and \$197,430 for special studies. Budget revenues are generated from an average annual 1% "set aside" of the subregional transportation development impact fees and cover the agency's normal operating expenditures. Thus, the County does not contribute to TVTC.

West Contra Costa Transportation Advisory Committee (WCCTAC)

WCCTAC is the RTPC established for jurisdictions and transit agencies in West Contra Costa. WCCTAC has its own dedicated staff, headed by an executive director. WCCTAC's full budget consists of the budget for WCCTAC Operations (Advisory Committee), WCCTAC Traffic Demand Management (TDM), and WCCTAC Sub-regional Transportation Mitigation Program (STMP). The FY 2020/21 full budget for WCCTAC is \$4,662,624.

Member jurisdiction dues support WCCTAC Operations. WCCTAC consists of nine member jurisdictions, each with one seat/vote, except the City of Richmond, which has three, for eleven total seats/votes. The member jurisdiction dues are determined by dividing the WCCTAC Operations budget (after deductions from other funding sources) by the number of seats held; therefore, the County pays

one-eleventh (9.1%) of WCCTAC's Operations budget. The FY 2020/21 Operations budget for WCCTAC is \$629,852, and the County member contribution is \$48,930.

CONSEQUENCE OF NEGATIVE ACTION:

If not accepted, County staff will have no direction on how to fulfill fiscal and policy obligations relative to funding the Congestion Management Agency and the Regional Transportation Planning Committees.

ATTACHMENTS

Exhibit A: FY 2020/21 CMA/RTPC Budget/County Contribution

Exhibit A

Agency/Committee	Budget							County Contribution						
	FY 2014/15	FY 2015/16	FY 2016/17	FY 2017/18	FY 2018/19	FY 2019/20	FY 2020/21	FY 2014/15	FY 2015/16	FY 2016/17	FY 2017/18	FY 2018/19	FY 2019/20	FY 2020/21
Contra Costa Transportation Authority (Total Budget)	\$278,901,231	\$253,753,595	\$209,939,317	\$184,508,140	\$243,858,989	\$240,621,444	\$205,223,483							
Contra Costa Transportation Authority (CMA Budget)	\$6,217,043	\$7,357,983	\$5,014,681	\$3,460,131	\$3,596,517	\$3,350,767	\$3,607,773	\$79,682	\$101,715	\$188,652	\$193,431	\$182,532	\$196,249	\$96,573 ^A
Southwest Area Transportation Committee (SWAT)	\$0	\$34,250	\$32,500	\$24,375	\$30,875	\$33,700	\$33,700 ^B	\$0 ^C	\$5,708	\$5,417	\$4,063	\$5,146	\$5,617	\$5,617 ^B
TRANSPAC (Central County)	\$190,440	\$204,222	\$204,222	\$449,956	\$473,733	\$503,556	\$406,500	\$29,534	\$31,867	\$31,867	\$35,196	\$34,503	\$34,539	\$32,245
TRANSPLAN (East County)	\$20,252	\$35,945	\$34,546	\$23,000	\$31,000	\$28,285	\$54,043	\$0 ^D	\$7,189	\$6,909	\$2,495	\$6,200	\$5,263	\$10,809
Tri-Valley Transportation Council (TVTC) ^E	\$205,800	\$117,603	\$98,233	\$55,500	\$161,000	\$166,000	\$256,440	\$0	\$0	\$0	\$0	\$0	\$0	\$0
West Contra Costa Transportation Advisory Committee (WCCTAC)	\$1,212,194	\$2,659,143	\$4,705,907	\$4,002,460	\$6,242,704	\$5,011,796	\$4,662,624	\$36,675	\$36,675	\$39,675	\$42,772	\$47,049	\$48,930	\$48,930
Grand Total^F	\$280,529,917	\$256,804,758	\$215,014,725	\$189,063,431	\$250,798,301	\$246,364,781	\$210,636,790	\$145,891	\$183,154	\$272,520	\$277,956	\$275,430	\$290,598	\$194,174

^A County contribution to the Contra Costa Transportation Authority CMA Budget is an estimate and subject to change due to fluctuating federal and state revenue that offset local contributions.

^B FY 2020/21 SWAT budget and County contribution are estimates and subject to change. Jurisdictions are charged actual costs, which are identified at the end of the fiscal year.

^C SWAT member agencies were not billed in FY 2014/15.

^D TRANSPLAN had a sufficient carryover balance from FY 2013/14 to cover the FY 2014/15 budget.

^E No County contributions. TVTC budget is covered by a 1% administration set-aside in the sub-regional fee program.

^F The Grand Total does not include the Contra Costa Transportation Authority CMA Budget. The CMA Budget is included as part of the Contra Costa Transportation Authority Total Budget.