

CALENDAR FOR THE BOARD OF SUPERVISORS
CONTRA COSTA COUNTY
AND FOR SPECIAL DISTRICTS, AGENCIES, AND AUTHORITIES GOVERNED BY THE BOARD
BOARD CHAMBERS, ADMINISTRATION BUILDING, 1025 ESCOBAR STREET
MARTINEZ, CALIFORNIA 94553-1229

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

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

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.

To slow the spread of COVID-19, the Health Officer's Shelter Order of September 14, 2020, prevents public gatherings ([Health Officer Order](#)). In lieu of a public gathering, the Board of Supervisors meeting will be accessible via television and live-streaming to all members of the public as permitted by the Governor's Executive Order N29-20. Board meetings are televised live on Comcast Cable 27, ATT/U-Verse Channel 99, and WAVE Channel 32, and can be seen live online at www.contracosta.ca.gov.

PERSONS WHO WISH TO ADDRESS THE BOARD DURING PUBLIC COMMENT OR WITH RESPECT TO AN ITEM THAT IS ON THE AGENDA MAY CALL IN DURING THE MEETING BY DIALING **888-251-2949** FOLLOWED BY THE ACCESS CODE **1672589#**. To indicate you wish to speak on an agenda item, please push "#2" on your phone.

All telephone callers will be limited to two (2) minutes apiece. The Board Chair may reduce the amount of time allotted per telephone caller at the beginning of each item or public comment period depending on the number of calls and the business of the day. Your patience is appreciated.

A lunch break or closed session may be called at the discretion of the Board Chair.
Staff reports related to open session items on the agenda are also accessible on line at www.contracosta.ca.gov.

ANNOTATED AGENDA & MINUTES
May 18, 2021

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

Closed Session

A. CONFERENCE WITH LEGAL COUNSEL--ANTICIPATED LITIGATION

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

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

1. *Jeannie Atienza v. Town of Danville, et al.*; United States District Court, Northern District of California Case No. 3:19-cv-03440 RS
2. *Diane Wilson, et al. v. Town of Danville, et al.*; United States District Court, Northern District of California Case No. 3:21-cv-02440 TSH
3. *Gustave Kramer v. Board of Supervisors of Contra Costa County and County of Contra Costa*, Contra Costa County Superior Court Case No. MSN18-2076

Inspirational Thought- *"Sometimes you will never know the value of a moment, until it becomes a memory."* ~Dr. Seuss

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: Monica Nino, County Administrator

The Board of Supervisors authorized the Office of County Counsel to participate as amicus in the case of L.A. Alliance for Human Rights et al. v. City of Los Angeles and County of Los Angeles, U.S. Court of Appeals for the Ninth Circuit, Case No. 21-995395.

CONSIDER CONSENT ITEMS (Items listed as C.1 through C.67 on the following agenda) – Items are subject to removal from Consent Calendar by request of any Supervisor or on request for discussion by a member of the public. **Items removed from the Consent Calendar will be considered with the Discussion Items.**

PRESENTATIONS (5 Minutes Each)

RECEIVE presentation recognizing the month of May 2021 as Mental Health Awareness Month and May 23-29, 2021 as Asian American Pacific and Islanders Mental Health Awareness Week. (Supervisor Burgis)

PR.2 RECEIVE presentation on the County Arts and Culture Commission, including the development of an updated Arts & Culture Prospectus for Contra Costa County that identifies district art projects, as recommended by the Family and Human Services Committee. (Jenny Balisle, Managing Director, County Arts and Culture Commission)

Video presentation <https://drive.google.com/drive/folders/1xqNnf2wCnVOnfLU6uoiWCOhgnfbwv6IK?usp=sharing>

DISCUSSION ITEMS

D.1 ACCEPT update on COVID 19; and PROVIDE direction to staff.

1. Health Department - Anna Roth, Director and Dr. Farnitano, Health Officer
2. COVID Impacts on Health - Dr. Gabriela Sullivan, Kim McCarl and Dr. Samir Shah

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 HEARING to consider accepting a permit review report for the Keller Canyon Landfill land use permit, as recommended by the County Planning Commission. (100% Applicant/Landfill Operator fees)

Written commentary was received from Laura Wright, Environmental Affairs Manager, City of Pittsburg (attached).

D.3 HEARING to consider an appeal of the County Planning Commission's approval of a small lot design review for repairs and additions to an existing single-family residence located at 58 Canyon Lake Drive in the Port Costa area, including variances to setback requirements, an exception to storm drain easement requirements, and related CEQA actions. (Ryan DeGooyer, Appellant; Ryan Bosworth and Tommy Tran, Applicant and Owners)(Sean Tully, Department of Conservation and Development)

D.4 HEARING to consider adopting Resolution No. 2021/165 to set and post load restriction limits on the Delta-Mendota Canal Bridge on Lindemann Road over Delta-Mendota Canal, Byron area. (Heidi Kuntz, California Department of Transportation and Brian Balbas, Public Works 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

D.5 CONSIDER appointing Mary Ann McNett Mason County Counsel of Contra Costa County, pursuant to Government Code sections 27640 and 27641, effective May 18, 2021. (Monica Nino, County Administrator)

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

D.6 CONSIDER accepting an update from the Department of Conservation and Development and the Health Services Department on commercial cannabis permitting and other cannabis-related activities in the unincorporated area of the County. (Ruben Hernandez, Conservation and Development Department, and Daniel Peddycord, Health Services Department)

D. 7 CONSIDER Consent Items previously removed.

There were no consent items removed for discussion.

D. 8 PUBLIC COMMENT (2 Minutes/Speaker)

There were no requests to speak at public comment.

D. 9 CONSIDER reports of Board members.

There were no items reported today.

ADJOURN

Adjourned today's meeting at 1:39 p.m.

CONSENT ITEMS

Special Districts & County Airports

C.1 As the governing body of the Contra Costa County Flood Control and Water Conservation District (District), APPROVE and AUTHORIZE the Chief Engineer, or designee, to execute, on behalf of the District, a license agreement granting Precision Engineering, Inc., a license to use a portion of the District Property along Bancroft Road for staging and storing of construction equipment and materials purposes, effective May 1, 2021 through April 30, 2022, as recommended by the Chief Engineer, Concord area. (100% Flood Control Zone 3B Revenue Funds)

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

Claims, Collections & Litigation

C.2 DENY claims filed by Edson J. Barney Jr., Manlilyn Golloba, La'Valle Green, Robert Lawrence, Angela, Anastasia and Arya McCoy, Mercury Insurance for Alberto Pelayo, and Sion Leon Temple.

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.3 ACCEPT Board members meeting reports for March 2021.

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 APPROVE Board meeting minutes for April 2021, as on file with the Office of the Clerk of the Board.

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.5 ADOPT Resolution No. 2021/164 proclaiming May 16-22, 2021, as National Public Works Week in Contra Costa County, as recommended by the Public Works Director, 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.6 ADOPT Resolution No. 2021/167 honoring Jay Hoyer, the Chief Executive Officer of the Walnut Creek Chamber of Commerce on the Occasion of his retirement, as recommended by Supervisor Mitchoff.

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

C.7 ADOPT Resolution No. 2021/168 proclaiming the month of May 2021 as Asian/Pacific American Heritage Month in Contra Costa County, as recommended by Supervisor Burgis.

Speakers: Contra Costa Resident, Korean Community Center of East Bay; Susan Kim, assisting Racial Justice Coalition.

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. 2021/169 recognizing the month of May 2021 as Mental Health Awareness Month and May 23 -29, 2021 as Asian American Pacific Islanders Mental Health Awareness Week, 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

Ordinances

C.9 INTRODUCE Ordinance No. 2021-19, regulating the possession, manufacture, sale, use, and discharge of fireworks in the unincorporated areas of the County; WAIVE reading; and FIX June 8, 2021, as the date for adoption, as recommended by Supervisor Burgis. (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

Appointments & Resignations

C.10 APPOINT Aaron Alarcon-Bowen as the Director of the Community Services Bureau of the Employment and Human Services Department, 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.11 DECLARE vacant the Alternate seat on the Arts and Culture Commission of Contra Costa County, and DIRECT the Clerk of the Board to post the vacancy, as recommended by the County Administrator.

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

C.12 ACCEPT resignation of Jose Carrascal from Workforce Development Board Business #6 seat and DECLARE the vacancy, DECLARE the vacancy in Workforce Development Board Business #5 seat, and DIRECT the Clerk of the Board to post the vacancies 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.13 APPOINT Michael Moore to the District 3 seat on the Sustainability 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.14 ACCEPT the resignation of Rand Swenson from the County Planning Commission; and APPOINT Sanjiv Bhandari, an Alamo resident, to the District 2 Seat on the County Planning Commission on an acting basis, as recommended by Supervisor Andersen.

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 ACCEPT the resignation of Sanjiv Bhandari effective immediately; DECLARE a vacancy in the Appointee 6 seat on the Alamo Municipal Advisory Council, and DIRECT the Clerk of the Board to post the vacancy, as recommended by Supervisor Andersen.

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

C.16 APPOINT Soheila Bana to the At Large Alternate #1 seat on the Contra Costa County Fire Protection District Advisory Fire Commission, as recommended by the Internal Operations 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.17 REAPPOINT Marjorie McWee to the County Representative seat on the County Connection Advisory Committee, as recommended by the Internal Operations 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.18 ACCEPT the resignation of Clark Johnson, DECLARE a vacancy in the Appointee 9 Seat on the Alamo Police Services Advisory Committee, and DIRECT the Clerk of the Board to post the vacancy, for a term with an expiration date of December 31, 2021, as recommended by Supervisor Andersen.

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

Appropriation Adjustments

C.19 Risk Management (0150): APPROVE Appropriation and Revenue Adjustment No. 005045 authorizing the transfer of appropriations in the amount of \$296,940 from the County Administrator's Office (0003) to Risk Management (0150) to reflect the transfer of the Equal Employment Opportunity Office to Risk Management. (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

Personnel Actions

C.20 ADOPT Position Adjustment Resolution No. 25733 add one Library Assistant-Journey Level (represented) position to the Library Department. (100% City of San Pablo)

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

C. 21 ADOPT Position Adjustment Resolution No. 25734 to increase the hours of one Physical Therapist II (represented) position and decrease the hours of one Physical Therapist II position. (Cost neutral)

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

C. 22 ADOPT Position Adjustment Resolution No. 25736 to add one Departmental Human Resources Analyst II (unrepresented) position and one Personnel Technician (unrepresented) position in the Health Services Department. (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. 23 ADOPT Position Adjustment Resolution No. 25735 to add one Mental Health Clinical Specialist (represented) and one Mental Health Community Support Worker II (represented) in the Health Services Department. (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

Leases

C. 24 APPROVE and AUTHORIZE the County Librarian to execute a library lease and service agreement with the City of San Ramon to permit the County's operation of the library located at 17017 Bollinger Canyon Road. (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

Grants & Contracts

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

C. 25 APPROVE and AUTHORIZE the County Probation Officer, or designee, to apply for and accept funding under the Youth Programs and Facilities Grant Program from the Board of State and Community Corrections in an amount not to exceed \$82,400 to upgrade the facility and enhance evidenced-based programming and job tech opportunities for youth at the John A. Davis Juvenile Hall for the period of June 10, 2021, through June 1, 2024 (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. 26 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Siskiyou Hospital, Inc. (dba Fairchild Medical Center), to pay County in an amount not to exceed \$150,480 for the Contra Costa Health Plan to provide advice nurse services to Siskiyou County residents for the period June 1, 2021 through May 31, 2024. (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. 27 APPROVE and AUTHORIZE the Health Services Director, or designee, to accept a grant award from the U.S. Department of Health and Human Services, Health Resources & Services Administration, to pay the County an amount not to exceed \$217,954 for the Ryan White, Part C, HIV Early Intervention Services in West Contra Costa County for the period May 1, 2021 through April 30, 2022. (No County match)

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

C. 28 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute, on behalf of the County, an amendment with the California Department of Public Health, Tuberculosis Control Branch, to increase the amount payable to the County by \$2,000 to a new total of \$306,417 for prevention and tuberculosis control services with no change in the original term of July 1, 2020 through June 30, 2021; and AUTHORIZE the Purchasing Agent to issue payments totaling no more than \$2,000 for food and gas gift cards of up to \$20 each, transportation vouchers, nutritional assistance and rent subsidies. (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. 29 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute an amendment with The Rand Corporation, to extend the term from September 30, 2020 to September 30, 2021 with no change in an amount payable not to exceed \$44,801 to allow Contra Costa Health Services Choosing Change Program to continue to study the impact of a psychosocial, community reinforcement approach to treating patients in recovery. (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. 30 APPROVE and AUTHORIZE the Sheriff-Coroner, or designee, to execute contracts with local law enforcement agencies to reimburse the County for forensic services for the period July 1, 2021 through June 30, 2023. (100% User Agency Fee Revenue)

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

C. 31 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute all required documents and accept grant funding from the California Health Facility Financing Authority, in an amount not to exceed \$2,322,572 to renovate and furnish a stand-alone crisis stabilization unit for children and youth experiencing emotional crisis. (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. 32 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 of up to \$284,206 for housing sites for homeless youth with disabilities, mental illness, substance abuse, HIV/AIDS and dual diagnosis for the Permanent Connections Supportive Housing Program for the period July 1, 2021 through June 30, 2022. (25% 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 RATIFY execution by the County Administrator of a grant award agreement with the U.S. Department of the Treasury in the amount of \$224,058,903 for the American Rescue Plan - State and Local Coronavirus Fiscal Recovery Fund direct allocation to Contra Costa County. (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. 34 RATIFY execution by the County Administrator of a grant award agreement with the U.S. Department of the Treasury in the amount of \$38,948,950.40 for the American Rescue Plan - Emergency Rental Assistance Program 2 direct allocation to Contra Costa County. (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

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

C.35 APPROVE and AUTHORIZE the Human Resources Director, or designee, to execute a contract with Smart ERP Solutions, Inc., effective May 18, 2021 through April 30, 2022, for the implementation, license and support of employee onboarding software, in an amount not to exceed \$360,000. (14% Benefits Administration Fee, 86% 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.36 APPROVE and AUTHORIZE the Animal Services Director, or designee, to execute a contract amendment effective March 31, 2021 with PetData, Inc., to extend the contract term from May 30, 2021 through June 30, 2023, and increase the payment limit by \$500,000 to a new payment limit of \$1,250,000, for online processing of the County's animal licenses. (100% Animal Licensing Revenue)

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

C.37 APPROVE and AUTHORIZE the Agricultural Commissioner, or designee, to execute a contract with the California Department of Food and Agriculture to pay the County an amount not to exceed \$9,628 to place and service traps for the detection of the European Grapevine Moth for the period January 1 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.38 APPROVE and AUTHORIZE the Agricultural Commissioner, or designee, to execute an amendment to the Asian Citrus Psyllid Winter Detection Agreement with the California Department of Food and Agriculture to extend the term by three months to September 30, 2021, and to increase the payment by \$10,581 for a new total not to exceed \$89,003 due to increased insect trapping work. (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.39 APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute, on behalf of the County, a participating addendum and a blanket purchase order with Home Depot USA, Inc., in an amount not to exceed \$3,100,000 for the purchase of janitorial supplies and equipment during the period from May 18, 2021, through October 31, 2022, under terms of a master contract awarded by Fresno Unified School District, as recommended by the Public Works Director, Countywide. (100% User Departments)

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 Sheriff-Coroner, or designee, to execute a contract amendment with Starzyk Instructional Services, to increase the payment limit by \$215,000 to a new payment limit of \$645,000 and to extend the term to December 31, 2022, to provide specialized instructional services. (100% Law Enforcement Training Center Enterprise 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.41 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Bailey T. Lee, M.D., in an amount not to exceed \$540,000 to provide radiology services at Contra Costa Regional Medical Center and Health Centers for the period July 1, 2021 through June 30, 2024. (100% Hospital Enterprise Fund I)

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

C.42 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Mark Van Handel, M.D., in an amount not to exceed \$1,475,000 to provide neurology services for Contra Costa Regional Medical Center and Health Centers patients for the period June 1, 2021 through May 31, 2024. (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.43 APPROVE and AUTHORIZE the County Administrator or designee, to execute contract amendments with: GDCC LLC, to increase the payment limit by \$424,913 to a new payment limit of \$2,208,870; with Shahram Taheri, to increase the payment limit by \$410,400 to a new payment limit of \$2,134,080; with Agave Grill Corporation, to increase the payment limit by \$445,500 to a new payment limit of \$2,032,800; and with RLW Properties LLC, to increase the payment limit by \$442,463 to a new payment limit of \$1,710,856; to provide meal services under the Great Plates Delivered Program, and extend the terms through September 3, 2021, on the condition that additional FEMA funding is available. (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.44 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with J Cole Recovery Homes, Inc., to modify the payment rates due to increased utilization for residential substance abuse use disorder treatment services for male offenders in East Contra Costa County with no change in the payment limit of \$935,028 or term July 1, 2020 through June 30, 2021. (32% Federal Drug Medi-Cal; 32% State; 11% AB 109: 25% Local)

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 Health Services Director, or designee, to execute a contract with Sharon De Edwards, M.D., FACOG, in an amount not to exceed \$600,000 to provide obstetrics and gynecology services for Contra Costa Health Plan members and County recipients for the period July 1, 2021 through June 30, 2024. (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.46 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Bruce R. Carlton, M.D., Inc., in an amount not to exceed \$300,000 to provide dermatology services for Contra Costa Health Plan members and County recipients for the period July 1, 2021 through June 30, 2024. (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.47 APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract with Martinez Early Childhood Center, Inc., a Non-Profit Corporation of California, in an amount not to exceed \$260,240 to provide Head Start and Early Head Start Program Services for the period July 1, 2021 through June 30, 2022. (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.48 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with East Bay Nephrology Medical Group, Inc., in an amount not to exceed \$255,000 to provide nephrology services at Contra Costa Regional Medical Center and Health Centers for the period July 1, 2021 through June 30, 2024. (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.49 APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract with San Ramon Valley Unified School District in an amount not to exceed \$245,376 to provide State Preschool services for the period July 1, 2021 through June 30, 2022. (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.50 APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Health Services Director, a purchase order with Thermo Fisher Scientific, Inc., in an amount not to exceed \$1,900,000 for the purchase of reagents and supplies including small equipment and Triage Brain Natriuretic Peptide tests for the clinical laboratory at the Contra Costa Regional Medical Center for the period May 1, 2021 through April 30, 2024. (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.51 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with D. Lankford, M.D., P.C., in an amount not to exceed \$540,000 to provide urology services for Contra Costa Regional Medical Center and Health Centers patients for the period June 1, 2021 through May 31, 2024. (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.52 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Bay Area Legal Aid, in an amount not to exceed \$300,000 to provide legal services to County residents participating in the County Community Connect Program to address legal needs impacting their health care and health outcomes for the period March 1, 2021 through December 31, 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.53 APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract with KinderCare Learning Centers, LLC, in an amount not to exceed \$625,808 to provide Early Head Start and Early Head Start Child Care Partnership services as well as State General Childcare program services for the period July 1, 2021 through June 30, 2022. (49% State, 51% 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.54 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Citywheelchairs, Inc., in an amount not to exceed \$260,000 to provide durable medical equipment to Contra Costa Health Plan members for the period July 1, 2021 through June 30, 2023. (100% Contra Costa 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.55 APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Allegis Group Holdings, Inc. (dba TEK Systems, Inc.), effective May 18, 2021, to modify the fee schedule and to increase the fees for temporary help services and/or direct placement candidates for the Information Systems Unit, with no change in the payment limit of \$4,200,000 or term January 1, 2020 through December 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

Other Actions

C.56 APPROVE and AUTHORIZE the County Librarian, or designee, to close the Antioch Library to the public from April 21 through June 7, 2021 in order for Public Works to paint the interior of the library, and to install new carpet and new shelving. (100% Library 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.57 RECEIVE status report on development of strategies in response to the Bay Area Air Quality Management District's Cut the Commute Challenge, as recommended by the Internal Operations Committee. (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.58 APPROVE and AUTHORIZE the Conservation and Development Director, or designee, to execute legal documents authorizing a loan of up to \$1,800,000 in Community Development Block Grant funds to Richmond Hacienda, LP, for construction and permanent financing for the Hacienda Heights affordable housing rehabilitation, 1300 Roosevelt Ave., Richmond, and ADOPT related findings under the California Environmental Quality Act, as recommended by the Conservation and Development Director. (100% Federal 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.59 APPROVE and AUTHORIZE the Auditor-Controller, or designee, to pay \$108,196 to John Muir Behavioral Health Center for the provision of psychiatric treatment services including diagnostic and therapeutic services and mental health treatment for the period July 1, 2017 through June 30, 2020, as recommended by the Health Services Director. (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.60 APPROVE and AUTHORIZE the Auditor-Controller, or designee, to pay \$1,500 to Baltic Sea Manor, LLC for augmented board and care facilities services including twenty-four-hour emergency residential care and supervision for eligible clients for the period April 1, 2020 through March 31, 2021. (100% 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.61 ACCEPT quarterly report of the Post Retirement Health Benefits Trust Agreement Advisory Body, as recommended by the Post Retirement Health Benefits Trust Agreement Advisory Body.

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 the conveyance of surplus real property identified as a portion of APN 417-310-008 13585 San Pablo Avenue in San Pablo, to the City of San Pablo for the completion of the West County Behavioral Health Center expansion and make related findings under California Environmental Quality Act, as recommended by the Public Works Director, San Pablo area. (100% Hospital Enterprise 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.63 APPROVE the list of providers recommended by Contra Costa Health Plan's Medical Director and 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.64 APPROVE and AUTHORIZE the Auditor-Controller to pay \$26,234.13 to Paul Mansdorf, bankruptcy Trustee for the estate of ANKA Behavioral Health, Inc. (US Bank. Ct., ND CA, Case No. 19-41025 WJL), to settle claims for contractual services rendered, as recommended by the Health Services Director ; and APPROVE and AUTHORIZE the Health Services Director to execute the settlement agreement on behalf of the County. (100% 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.65 APPROVE and AUTHORIZE the Office of the Sheriff to execute a purchase order with Motorola Solutions in the amount of \$315,500 for the purchase of two MCC7500 dispatch consoles, 12 APX 8500 multiband consolettes and required networking infrastructure to connect to the East Bay Regional Communications System Authority P25 radio network and other conventional channels, to be installed into the Operational Area Emergency Operations Center. (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.66 APPROVE the amended Medical Staff Bylaws and Rules and Regulations to address operational needs, as recommended by the Medical Executive Committee and 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.67 APPROVE and AUTHORIZE the Clerk of the Board, or designee, to modify a contract with Continental Interpreting, to increase the payment limit by \$50,000 to a new payment limit of \$135,000, additionally allow the use of court certified interpreters to provide flexibility in scheduling, to provide interpreter and translation services to the Measure X Community Advisory Board, for the period of May 11, 2021 through June 30, 2022, as recommended by the County Administrator.

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

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 96 hours prior to that meeting are available for public inspection at 1025 Escobar Street, First Floor, Martinez, CA 94553, during normal business hours.

All matters listed under CONSENT ITEMS are considered by the Board to be routine and will be enacted by one motion. There will be no separate discussion of these items unless requested by a member of the Board 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, 1025 Escobar Street, First Floor, Martinez, CA 94553.

The County will provide reasonable accommodations for persons with disabilities planning to attend Board meetings who contact the Clerk of the Board at least 24 hours before the meeting, at (925) 655-2000. An assistive listening device is available from the Clerk, First Floor.

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) 655-2000, 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, 1025 Escobar Street, Martinez, California.

Subscribe to receive to the weekly Board Agenda by calling the Office of the Clerk of the Board, (925) 655-2000 or using the County's on line subscription feature at the County's Internet Web Page, where agendas and supporting information may also be viewed:

www.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 9:00 a.m. in Room 110, County Administration Building, 1025 Escobar Street, Martinez.

The **Finance Committee** (Supervisors John Gioia and Karen Mitchoff) meets on the first Monday of the month at 9:00 a.m. in Room 110, County Administration Building, 1025 Escobar Street, Martinez.

The **Hiring Outreach Oversight Committee** (Supervisors Federal D. Glover and John Gioia) meets quarterly on the first Monday of the month at 10:30 a.m. in Room 110, County Administration Building, 1025 Escobar Street, Martinez.

The **Internal Operations Committee** (Supervisors Candace Andersen and Diane Burgis) meets on the second Monday of the month at 10:30 a.m. in Room 110, County Administration Building, 1025 Escobar Street, Martinez.

The **Legislation Committee** (Supervisors Karen Mitchoff and Diane Burgis) meets on the second Monday of the month at 1:00 p.m. in Room 110, County Administration Building, 1025 Street, Martinez.

The **Public Protection Committee** (Supervisors Andersen and Federal D. Glover) meets on the fourth Monday of the month at 10:30 a.m. in Room 110, County Administration Building, 1025 Escobar 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 110, County Administration Building, 1025 Escobar 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 110, County Administration Building, 1025 Escobar Street, Martinez.

Airports Committee	June 9, 2021	11:00 a.m.	See above
Family & Human Services Committee	May 24, 2021	9:00 a.m.	See above
Finance Committee	June 7, 2021	9:00 a.m.	See above
Hiring Outreach Oversight Committee	June 7, 2021	10:30 a.m.	See above
Internal Operations Committee	June 14, 2021	10:30 a.m.	See above
Legislation Committee	June 14, 2021	1:00 p.m.	See above
Public Protection Committee	May 24, 2021	10:30 a.m.	See above
Sustainability Committee	May 24, 2021	1:00 p.m.	See above
Transportation, Water & Infrastructure Committee	June 14, 2021	9:00 a.m.	See above

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
CCCPCD (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 (CCCPCD) 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
ECCPCD 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: Monica Nino, County Administrator
Date: May 18, 2021

Subject: Arts & Culture Prospectus for Contra Costa County

RECOMMENDATION(S):

RECEIVE a presentation on the County Arts and Culture Commission, including the development of an updated Arts & Culture Prospectus for Contra Costa County that identifies district art projects, as recommended by the Family and Human Services Committee.

FISCAL IMPACT:

As included in the FY 2021-2022 Recommended Budget adopted by the Board, a one-time allocation of \$25,000 venture capital approved for FY 2020-2021 will be re-budgeted to FY 2021-2022 to fund the development of an updated Arts & Culture Prospectus of Contra Costa County.

BACKGROUND:

In 2019, the Arts and Culture Commission of Contra Costa County ?commissioned the development of a Contra Costa County Cultural Planning Prospectus. The Prospectus recommended for the County to increase community engagement, outreach and awareness of County arts resources; conduct a community evaluation; ensure inclusion and equity; and develop a set of policy recommendations to guide countywide arts and cultural development.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **05/18/2021** 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: May 18, 2021

Contact: Dennis Bozanich,
925-655-2050

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

By: , Deputy

cc:

BACKGROUND: (CONT'D)

At the February 2020 Arts and Culture Commission meeting, commissioners discussed a need for an updated Arts and Culture Plan. At this meeting, the Commission approved submitting a request to the Board of Supervisors to engage the Family and Human Services Committee to seek support of a new countywide Arts and Culture Plan.

On March 10, 2020, the Board of Supervisors referred to the Family and Human Services Committee the discussion for the pursuit of a new countywide Arts and Culture Plan in Fiscal Year 2020-2021. On July 27, 2020, the Family and Human Services Committee approved the Arts and Culture Commission's recommendation on the development of a countywide Arts and Culture Plan.

Subsequently, the Arts and Culture Commission received a one-time allocation of \$25,000 venture capital for FY 2020-2021 to aid in the funding to begin the development of an Arts and Culture Plan for the County. However, due to challenges posed by the COVID-19 pandemic to manage other signature programs virtually, and to undergo key personnel changes, the Arts and Culture Commission was limited in its capacity to embark on the development of an Arts and Culture Plan in FY 2020-21.

Calls for racial equity and social justice in a time of a historical pandemic highlight the need to recalibrate the commission's focus, shift strategies and invest in projects that will have more direct impact on our diverse communities. In the meantime, requests for district art projects along with County government and community organization collaborations increased. Therefore, the Arts and Culture Commission requested the re-budget of the one-time allocation of \$25,000 for FY 2021-2022 to create an updated Arts & Culture Prospectus of Contra Costa County which will act as a community action plan and identify art projects that are specific to the unique needs of the supervisorial districts. The venture capital rebudget request was approved as part of the FY 2021-22 Recommended Budget.

From July 2021 to June 2022, the Arts and Culture Commission will identify community stakeholders, facilitate two workshops, and present an updated Arts & Culture Prospectus for Contra Costa County that identifies district art projects to the Board of Supervisors. The overall guiding principles for the Prospectus will be to increase engagement, outreach, community awareness, highlight art resources, and conduct a community arts evaluation.

On March 22, 2021, the Family and Human Services Committee received a presentation on the Arts and Culture Commission's recommendation to create an updated Arts & Culture Prospectus for Contra Costa County that identifies a district art project. The FHS Committee expressed support for the development of an updated Prospectus and recommended a presentation to the Board of Supervisors.

CONSEQUENCE OF NEGATIVE ACTION:

The Arts and Culture Commission will not have an opportunity to create an updated Arts & Culture Prospectus for Contra Costa County that identifies a district art project which the Commission has determined as a community need.

CLERK'S ADDENDUM

Video presentation

<https://drive.google.com/drive/folders/1xqNnf2wCnVOnfLU6uoiWCQhgnfbwv6IK?usp=sharing>



Contra
Costa
County

To: Board of Supervisors
From: Monica Nino, County Administrator
Date: May 18, 2021

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

FISCAL IMPACT:

Administrative Reports with no specific fiscal impact.

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/>

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **05/18/2021** 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: May 18, 2021

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

By: June McHuen, Deputy

Contact: Monica Nino

cc:

ATTACHMENTS

COVID Impact on Health PowerPoint

Fallout From Covid-19

UPDATE Q1 2021

*Preventative and Chronic Care Measures in
Contra Costa County*

May 2021



**Contra Costa
Regional Medical Center
& Health Centers**

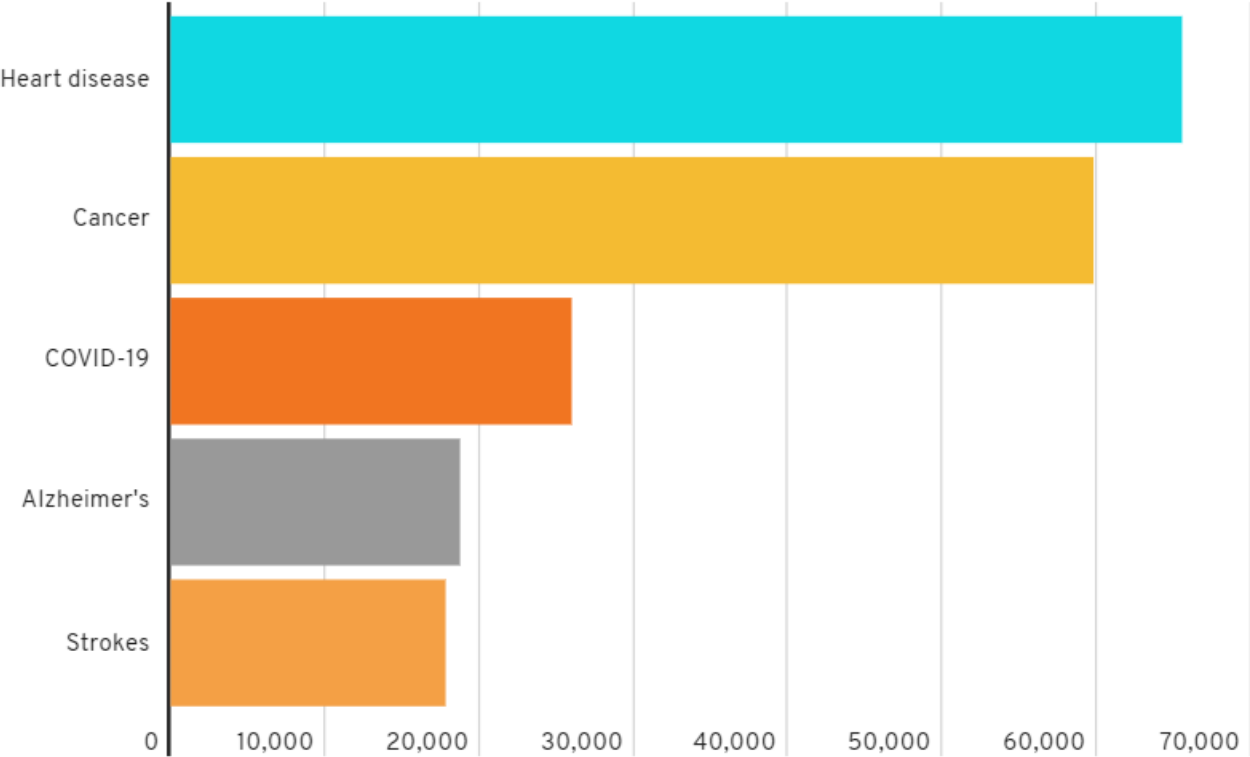
A Division of Contra Costa Health Services

Leading Causes of Death in 2020

- COVID-19 was the third leading cause of death in California in 2020 followed by heart disease and cancer.
- 48K more Californians died in 2020 than in 2019, in large part due to 26K deaths attributed to the pandemic.
- There was a 4% increase in heart disease mortality and 5% increase in stroke mortality.
- Non-COVID-19 emergency room visits dropped 42% nationwide, possibly contributing to increased mortality from the above conditions.
- There was an increase in Alzheimer's related deaths.
- **There was a dramatic increase in opioid deaths; in California up 46%.**

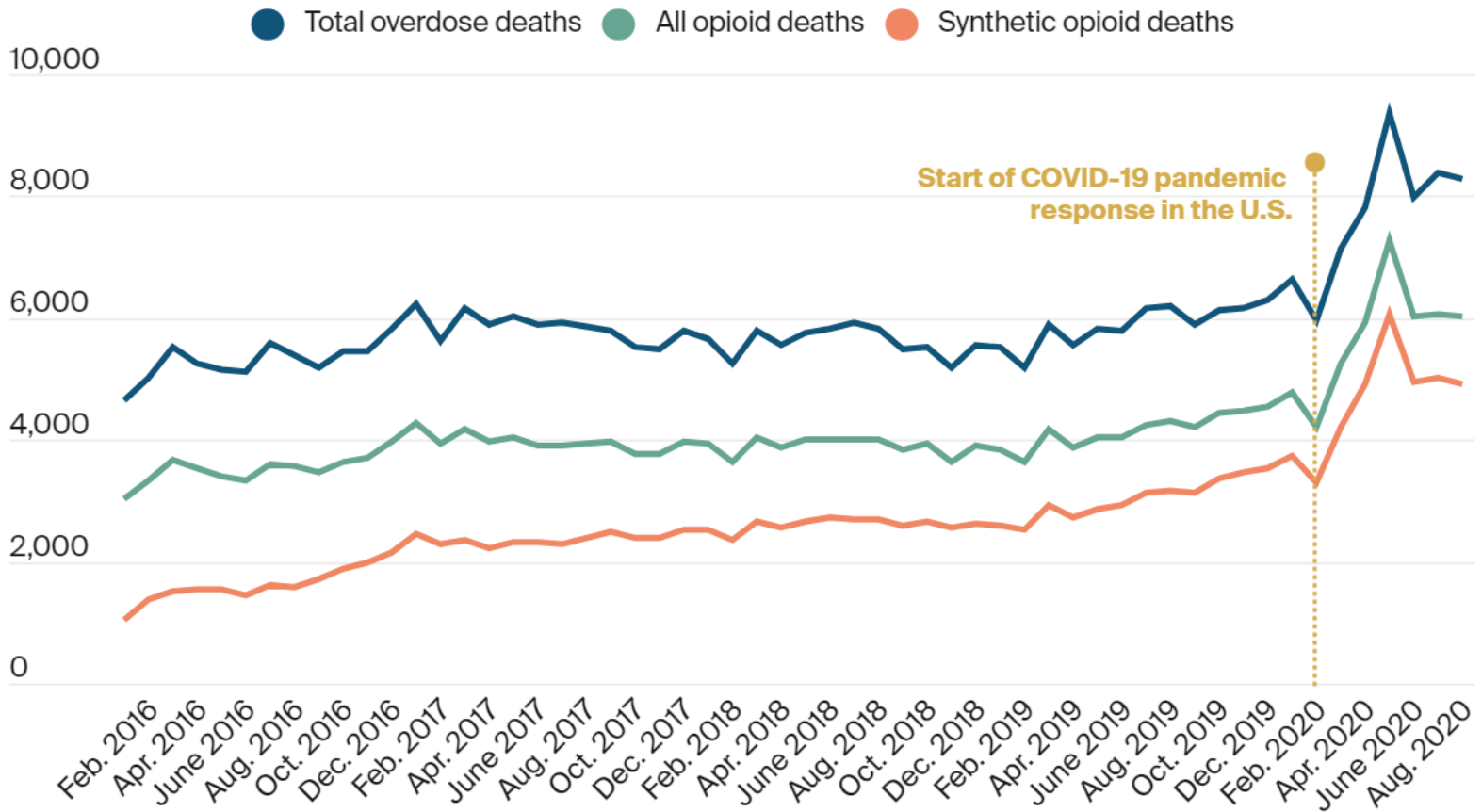
Leading causes of death in 2020

COVID-19 was the third leading cause of death in California, following heart disease and cancer



Source: California Department of Public Health

Monthly drug overdose deaths

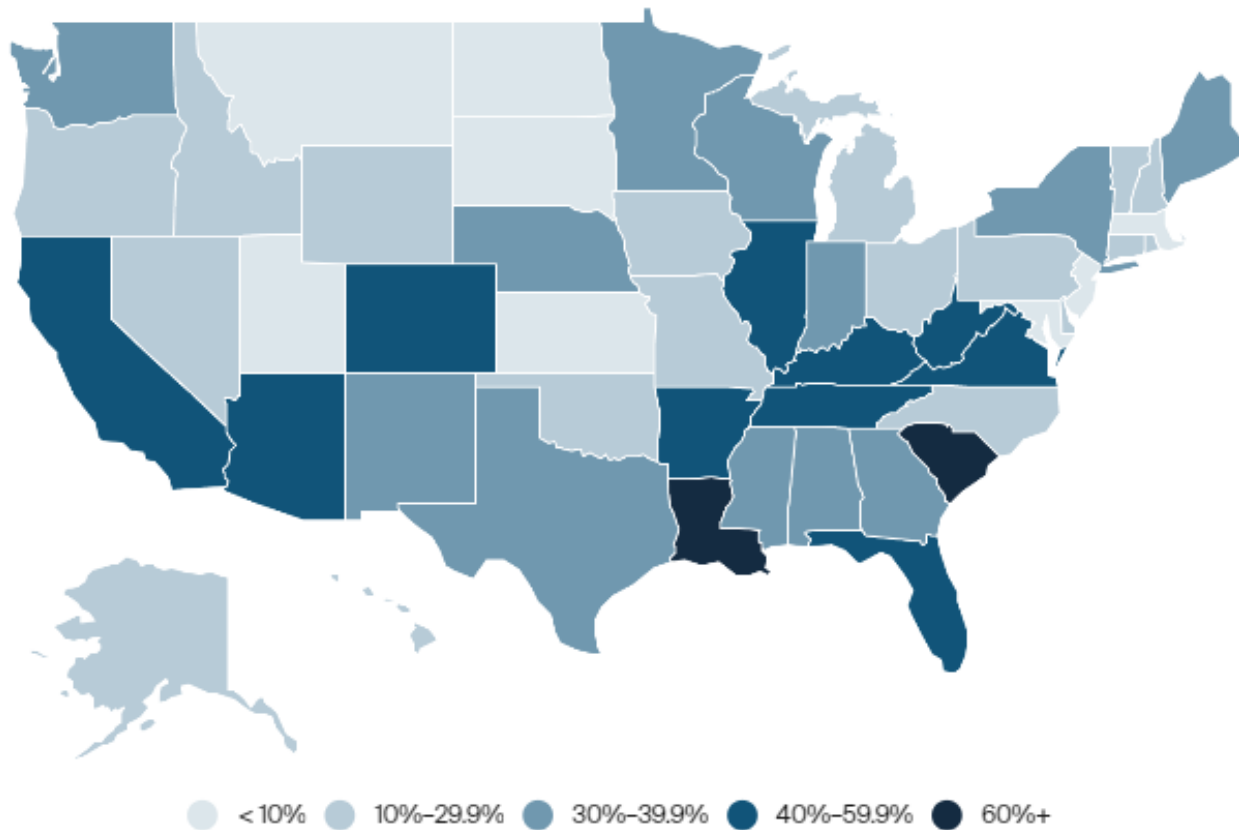


Note: Synthetic opioid deaths exclude those from methadone. Specific drug-class deaths are not mutually exclusive.

Data: Final 2016–2019 monthly totals: CDC WONDER; Estimated 2020 monthly totals: Calculations based on National Vital Statistics System [Provisional Drug Overdose Death Counts](#), CDC WONDER.

Source: Jesse C. Baumgartner and David C. Radley, “The Spike in Drug Overdose Deaths During the COVID-19

Estimated percent increase in overdose deaths, January–August 2020 vs. January–August 2019



Note: District of Columbia had an estimated increase of 72%; South Dakota had an estimated decrease of –4%.

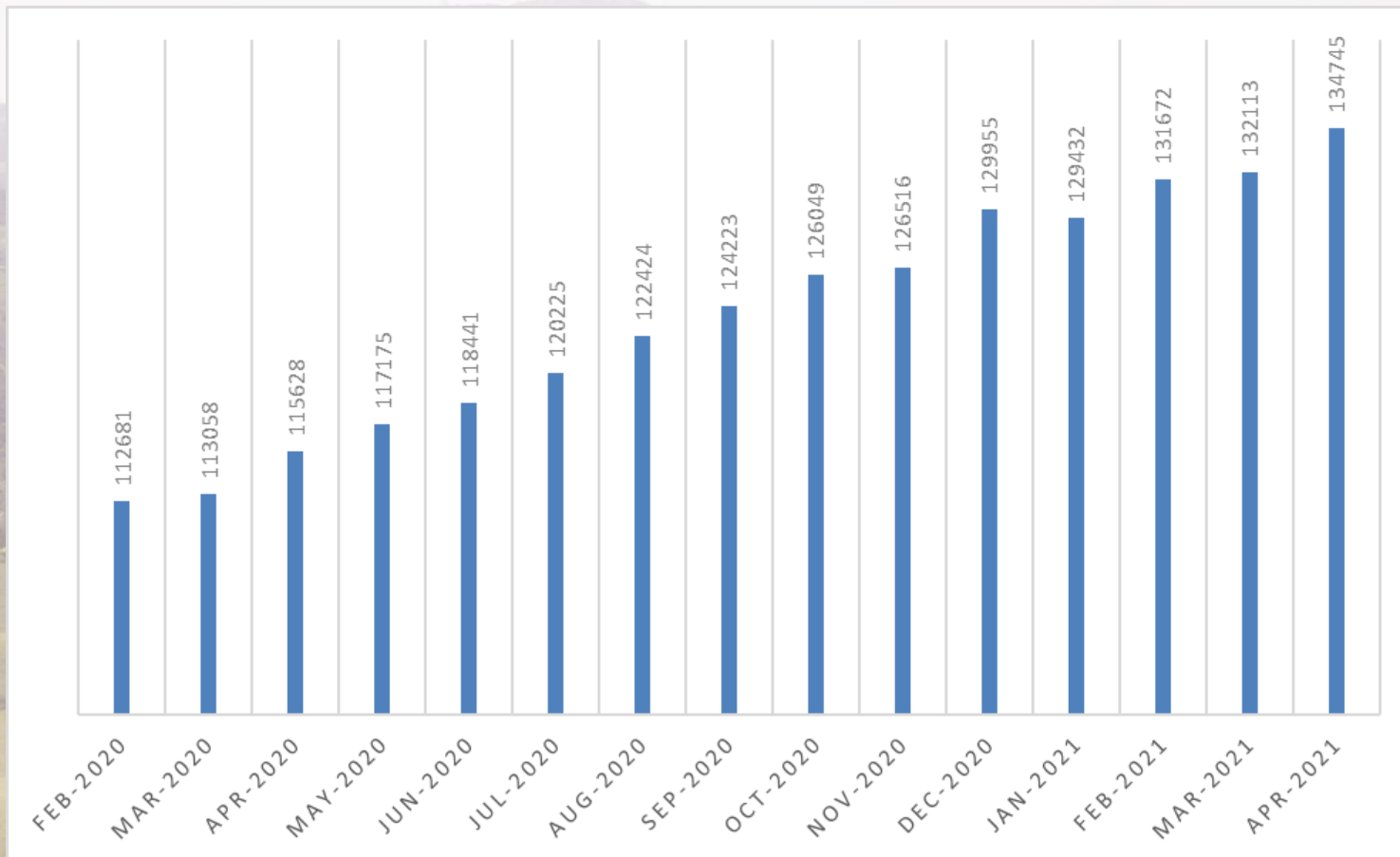
Data: Jan.–Aug. 2019 final totals: CDC WONDER; Estimated Jan.–Aug. 2020 totals: Calculations based on National Vital Statistics System [Provisional Drug Overdose Death Counts](#), CDC WONDER.

Source: Jesse C. Baumgartner and David C. Radley, “The Spike in Drug Overdose Deaths During the COVID-19 Pandemic and Policy Options to Move Forward,” *To the Point* (blog), Mar. 25, 2021.

<https://doi.org/10.26099/gyf5-3z49>

CCRMC & Health Centers Empaneled Patients

Since the beginning of the pandemic CCHP Medi-Cal membership grew by 33,628 patients. CCRMC & Health Center's share of the CCHP Medi-Cal membership grew by **22,178** patients, representing **66%** of CCHP's membership growth.



Quality Improvement (QIP) Metrics

QIP Projects	QIP Metrics	Rate as of 12/31/2020	PY4 Target	# Patients to Meet Target	PY4 25th percentile	PY4 90th percentile	Denominator Population
Primary Care Access & Preventive Care	Chlamydia Screening in Women (16-24yo Total)	65.71%	66.3%	13	51.3%	71.4%	2231
	Childhood Immunization Status (CIS 10)	49.50%	49.8%	4	30.2%	52.1%	1196
	BMI, Weight Assessment & Counseling for Nutrition	74.93%	76.5%	189	71.3%	90.80%	11783
	Lead Screening in Children	69.76%	71.5%	21	63.5%	86.6%	1217
	Breast Cancer Screening	66.33%	66.6%	22	52.9%	69.2%	7487
	Cervical Cancer Screening	61.49%	62.6%	222	55.2%	72.7%	19768
	BMI Screening and Follow-up	55.60%	41.1%	4318	55.6%	95.7%	29773
	Colorectal Cancer Screening	54.32%	55.3%	140	31.1%	64.1%	14272
	Tobacco Assessment and Counseling	Rate2 31.28%	37.3%	1678	6.7%	92.0%	27956
		Rate1 97.98%	97.0%		79.9%	97.0%	5039
	Influenza Immunization	85.96%	63.0%		19.2%	63.0%	33480
	Immunizations for Adolescents	53.79%	50.9%		31.0%	50.9%	699
	Developmental Screening in the First Three Years of Life	69.19%	45.0%		15.1%	45.0%	2713
	HIV Screening Measure	84.72%	Benchmark not released		TBD	TBD	25544
	Screening for Depression and Follow-Up Plan		Data not ready yet		59.0%	92.9%	
	Well-Child Visits in the First 30 Months of Life	80.14%	Benchmark not released		TBD	TBD	1626
Child and Adolescent Well Care Visits	44.37%	Benchmark not released		TBD	TBD	22171	
Acute & Chronic Conditions	Comprehensive Diabetes Care: Eye Exam	62.06%	63.5%	79	52.1%	76.4%	5480
	Comprehensive Diabetes Care: HbA1c Poor Control (>9.0%)	29.91%	29.7%	11	46.0%	28.0%	5480
	Comprehensive Diabetes Control: Medical Attention for Nephropathy	88.30%	82.1%	340	88.3%	93.3%	5480
	Controlling High Blood Pressure	64.05%	64.9%	56	54.0%	72.8%	6901
	Asthma Medication Ratio	59.60%	61.0%	18	57.6%	73.4%	1250
	Statin Therapy For The Prevention And Treatment Of CVD	75.60%	76.4%	39	64.8%	83.2%	5458
	Heart Failure (HF): ACE/ARB/ARNI Therapy for LVSD	79.69%	80.9%	4	60.4%	92.0%	256
	HIV Viral Load Suppression	77.10%	72.3%	20	77.1%	82.2%	416
	Coronary Artery Disease: Antiplatelet Therapy	86.98%	87.4%	5	71.4%	91.0%	1198
	CAD: ACE/ARB Therapy for Diabetes or LVSD	83.81%	83.2%		66.9%	83.2%	494

QIP Projects	QIP Metrics	Rate as of 12/31/2020	PY4 Target	# Patients to Meet Target	PY4 25th percentile	PY4 90th percentile	Denominator Population
Health Equity	Health Equity metric Diabetes Poor Control	AA 34.5% Latino 33.7%	33.85% 33.13%	6 11	46.0%	28.0%	866 1782
	Health Equity metric placeholder(Well Child 3-21)	AA 35%	Benchmark not released		TBD	TBD	
Care Coordination	Plan All-Cause Readmissions		Data not ready yet		10.0%	8.0%	
	Med reconciliation post discharge (MRP)	99.14%	78.0%		44.0%	78.0%	2200
Maternal/Perinatal Health	PC-02: Cesarean Birth	18.04%	22.0%		24.3%	22.0%	521
	Prenatal and Postpartum Care (Postpartum Care)	99.87%	84.2%		71.3%	84.2%	756
	Prenatal and Postpartum Care (Timeliness of Prenatal Care)	91.53%	92.0%	4	84.2%	95.9%	756
	Exclusive Breast Milk Feeding (PC-05)	72.41%	72.8%	1	48.2%	75.9%	116
Behavioral Health	Concurrent Use of Opioids and Benzodiazepines	5.71%	9.2%		14.7%	9.2%	1454
	Use of Opioids at High Dosage in Persons Without Cancer	2.63%	3.4%		4.7%	3.4%	1066
Experience of Care	Advance Care Plan		Data not ready yet		18.7%	91.0%	
Overuse Appropriateness	Use of Imaging Studies for Low Back Pain	90.59%	82.0%		71.3%	82.0%	1020
	Appropriate Treatment for Upper Respiratory Infection	91.41%	91.6%	7	85.6%	93.5%	3072
	Avoidance of Antibiotic Treatment for Acute Bronchitis/Bronchiolitis	60.67%	61.1%	2	45.1%	65.3%	417
Patient Safety	Perioperative Care: VTE Prophylaxis	99.33%	92.0%		47.6%	92.0%	745
	Prevention of CVC - Related Bloodstream Infections	93.67%	92.0%		44.9%	92.0%	158

The Quality Incentive Program (QIP) is a pay for-performance program for California’s public health care systems that converts funding from previously-existing supplemental payments into a value-based structure. QIP payments are tied to the achievement of performance on a set of established quality measures for Medi-Cal managed care enrollees.

<https://caph.org/2018/09/14/quality-incentive-program-medicare-managed-care-rule/>

Adult Chronic Care Measures

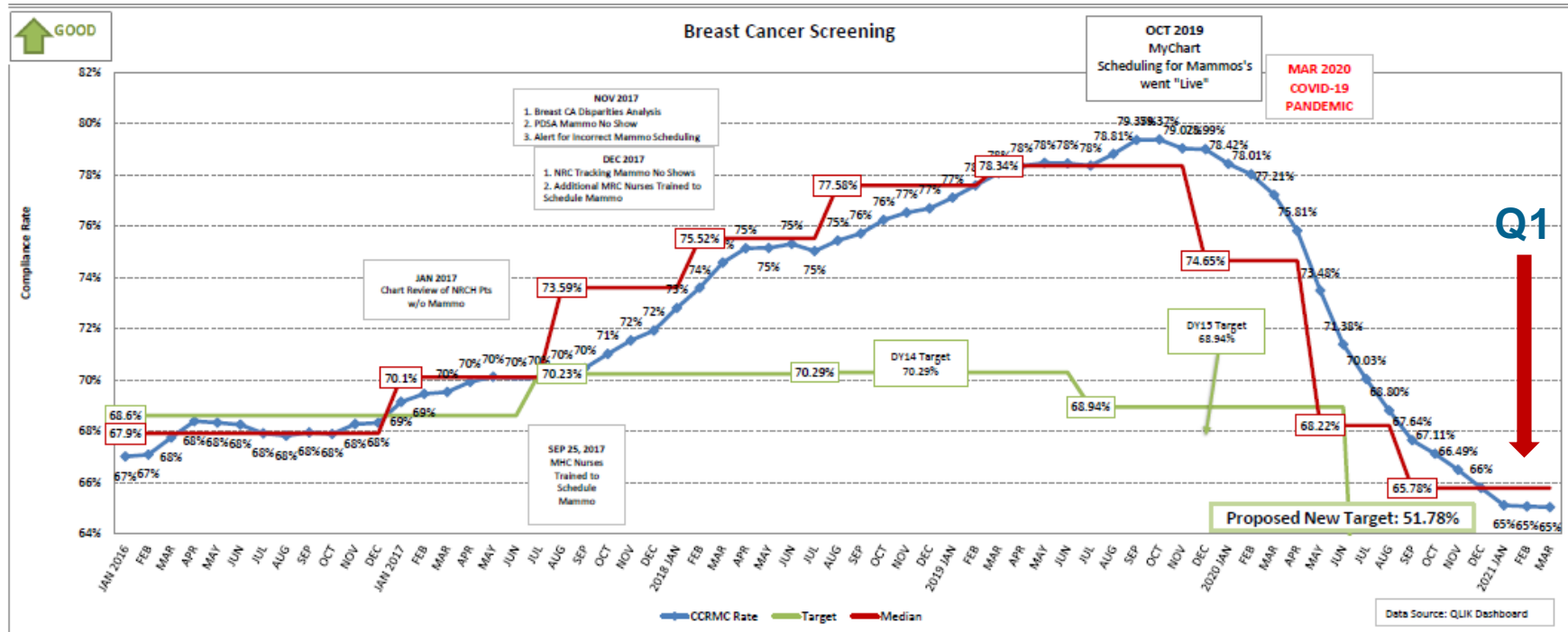
- One-third of Californians who had an urgent health problem unrelated to COVID-19 and wanted to see a physician did not receive care, according to a poll of 2,249 adults conducted last summer by the California Health Care Foundation. Half of those surveyed didn't receive care for their nonurgent physical health problem.

- **10,000 more cancer deaths predicted because of COVID-19 pandemic – NBC News**

<https://www.nbcnews.com/health/health-news/10-000-more-cancer-deaths-predicted-because-covid-19-pandemic-n1231551>

Cancer Screening

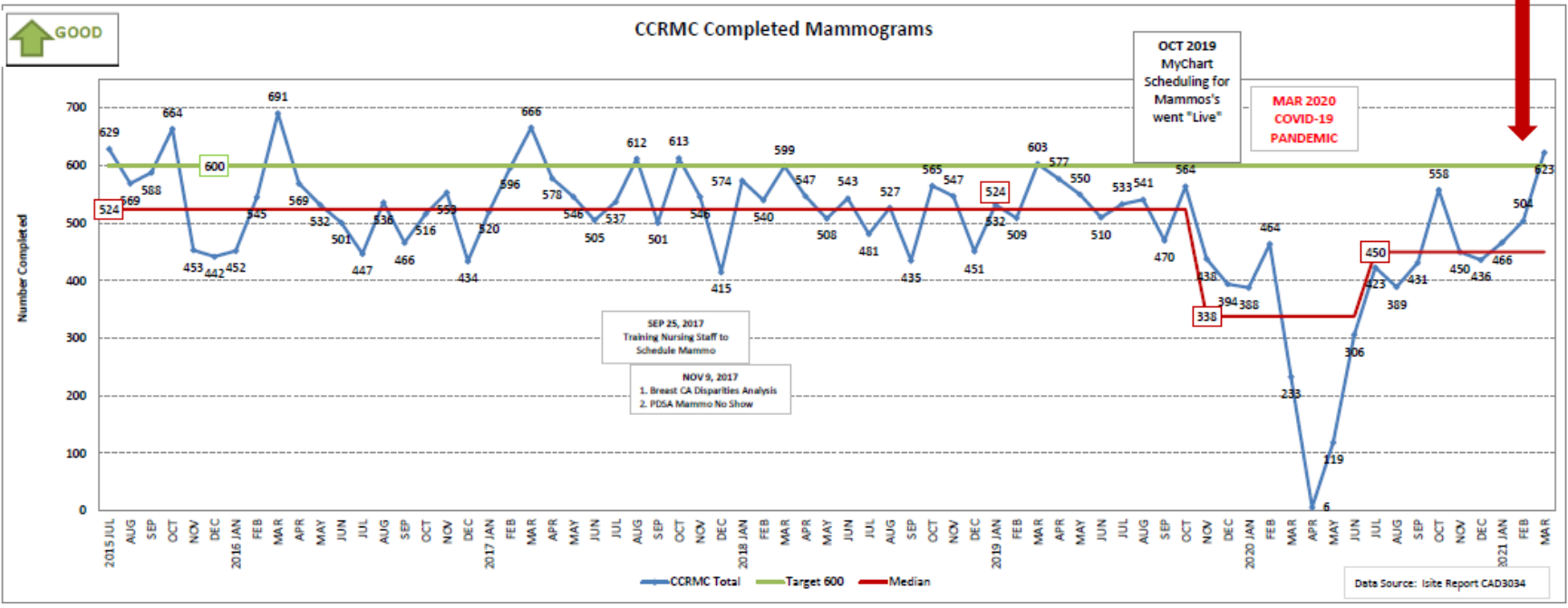
Breast Cancer Screening



CCRMC & Health Centers patients age 50-74 who received a mammogram during the measurement period

Cancer Screening Completed Mammograms

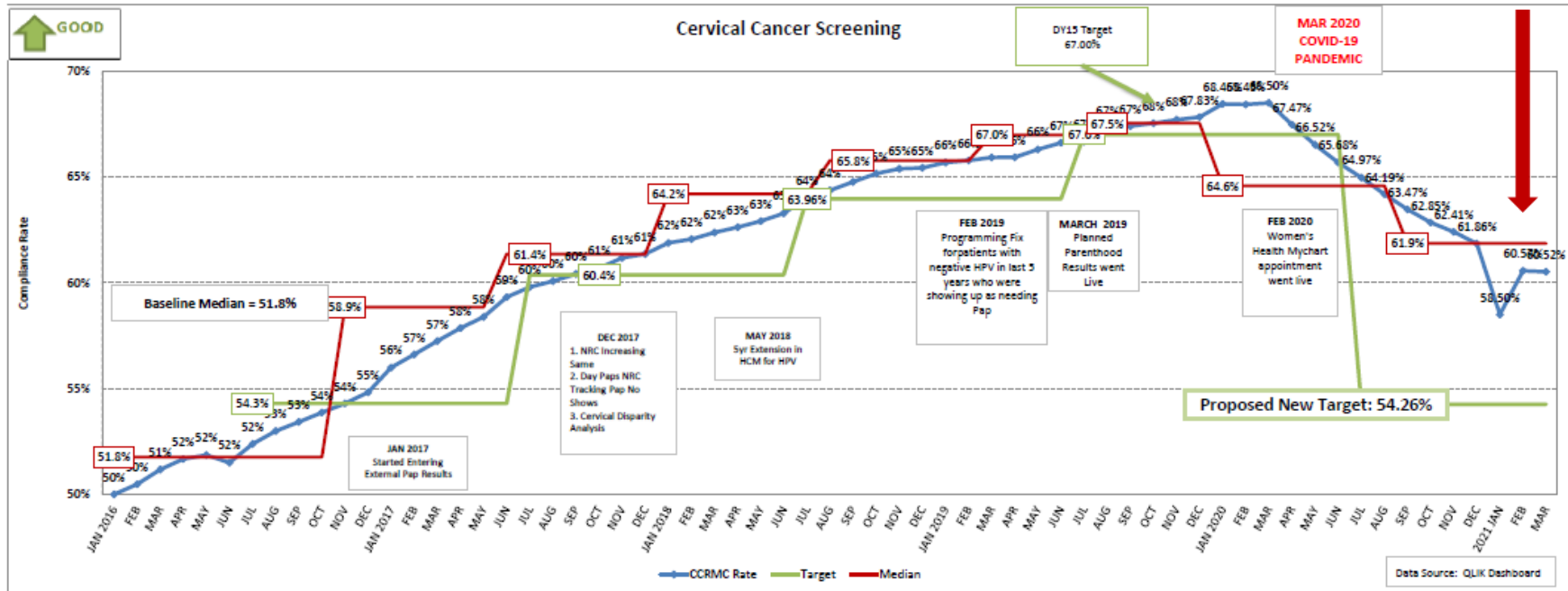
Q1



Cancer Screening

Cervical Cancer Screening

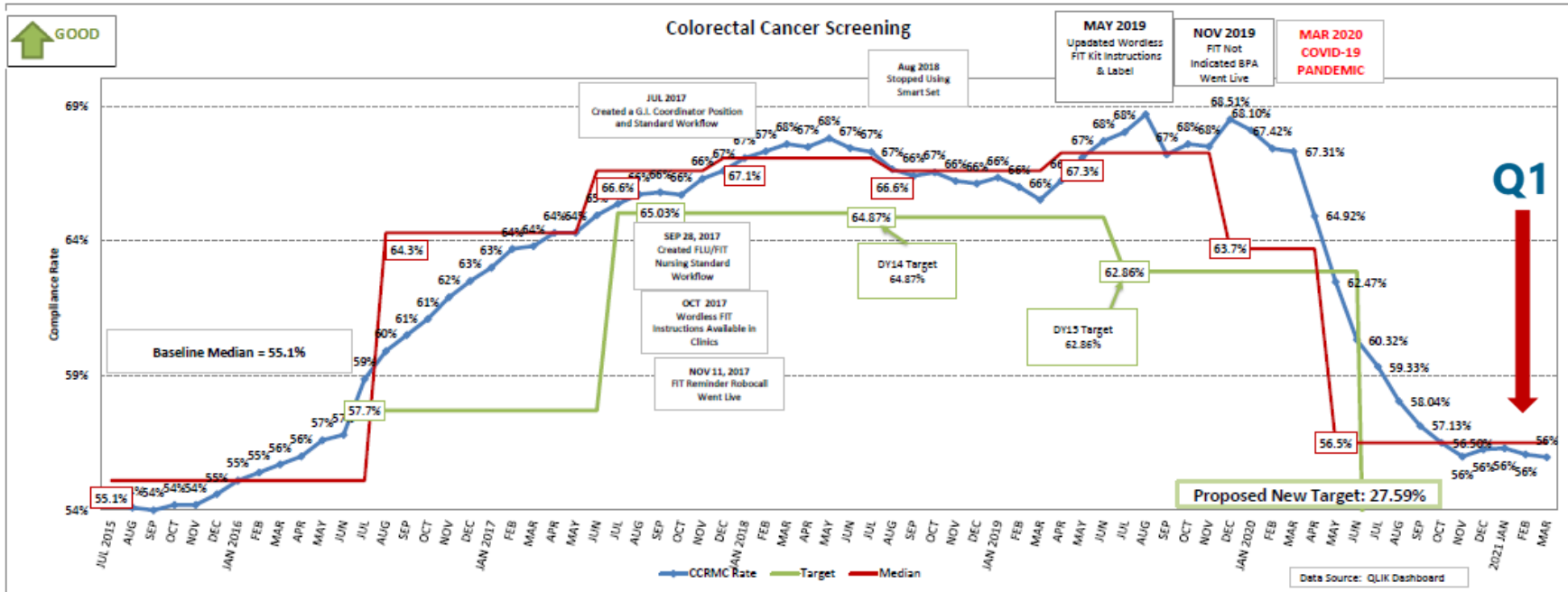
Q1



CCRMC & Health Centers patients age 24-64 who were screened for cervical cancer during the measurement period

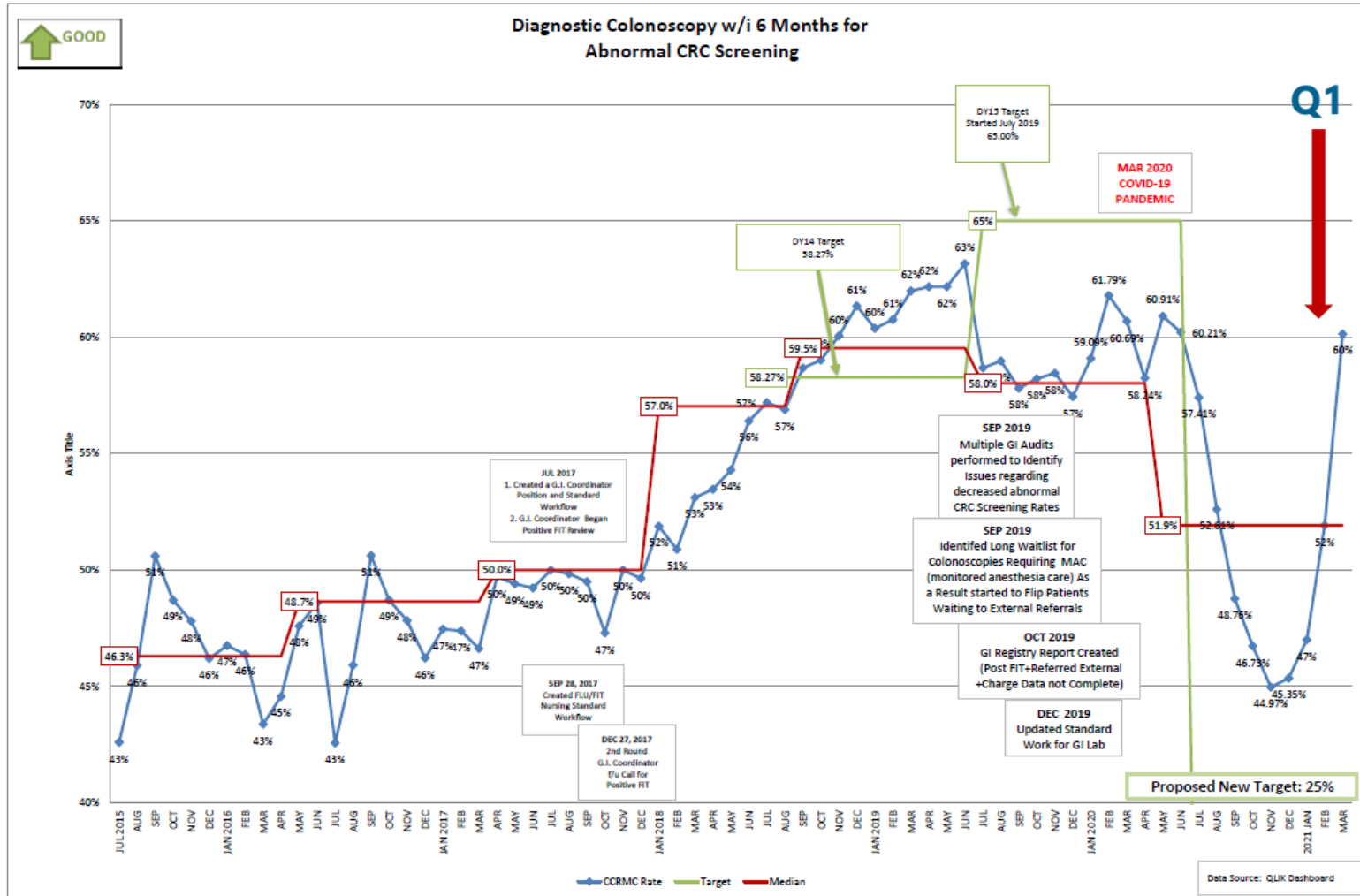
Cancer Screening

Colorectal Cancer Screening



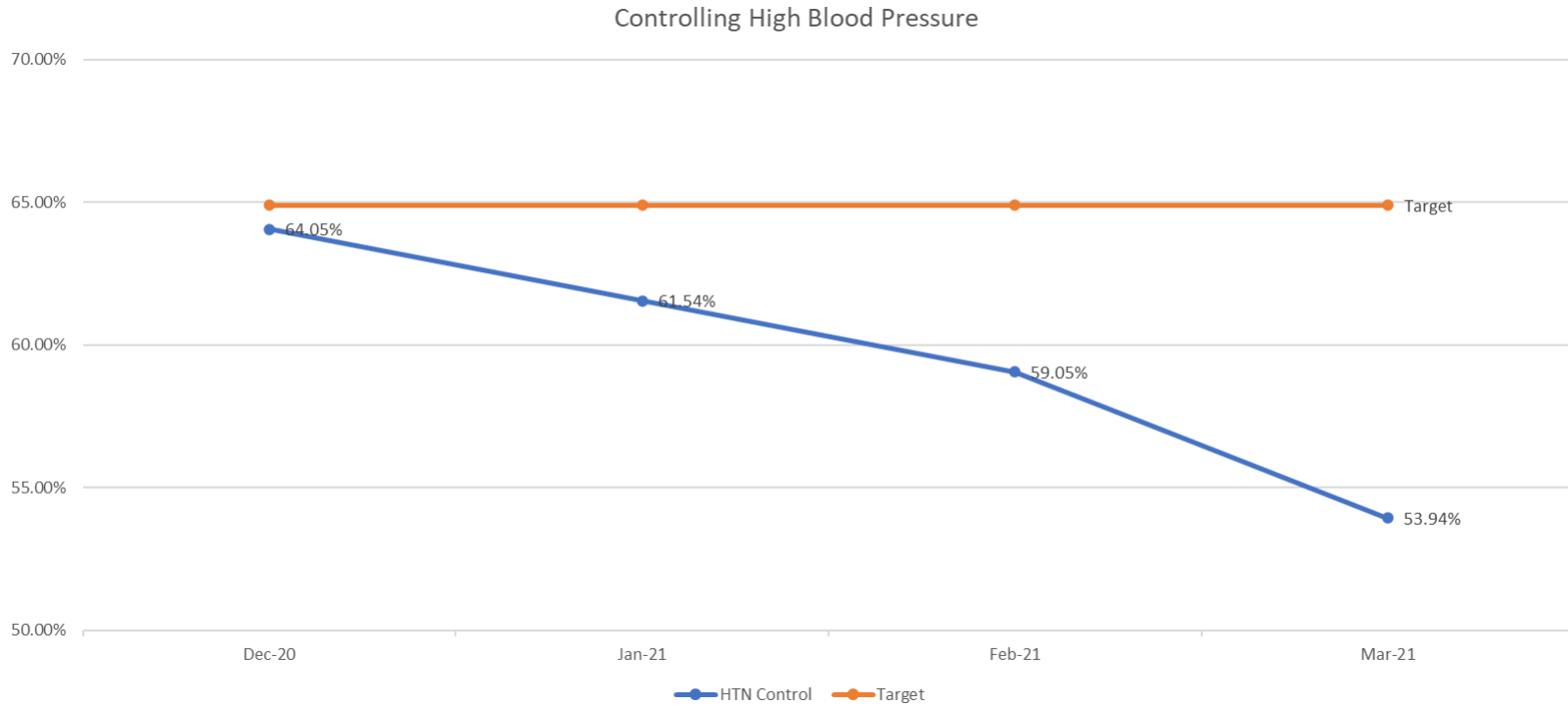
CCRMC & Health Centers patients age 50-75 who were screened for colon cancer during the measurement period

Cancer Screening Diagnostic Colonoscopy



CCRMC & Health Centers patients age 50-75 who received a colonoscopy in the 6 months following a positive FIT/FOBT result

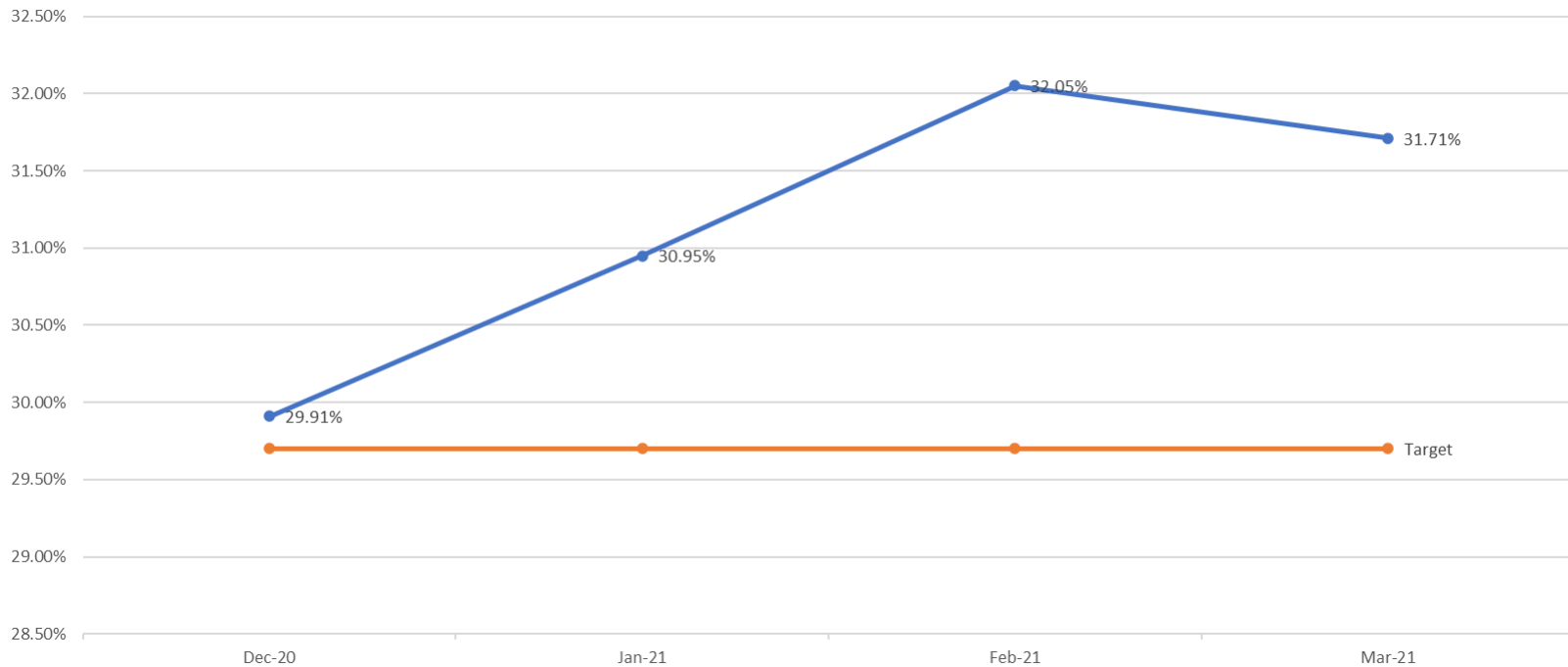
Blood Pressure Control



CCRMC & Health Centers patients age 18-85 whose blood pressure was adequately controlled (140/90 mm Hg) during the last 12 months

Diabetes Care

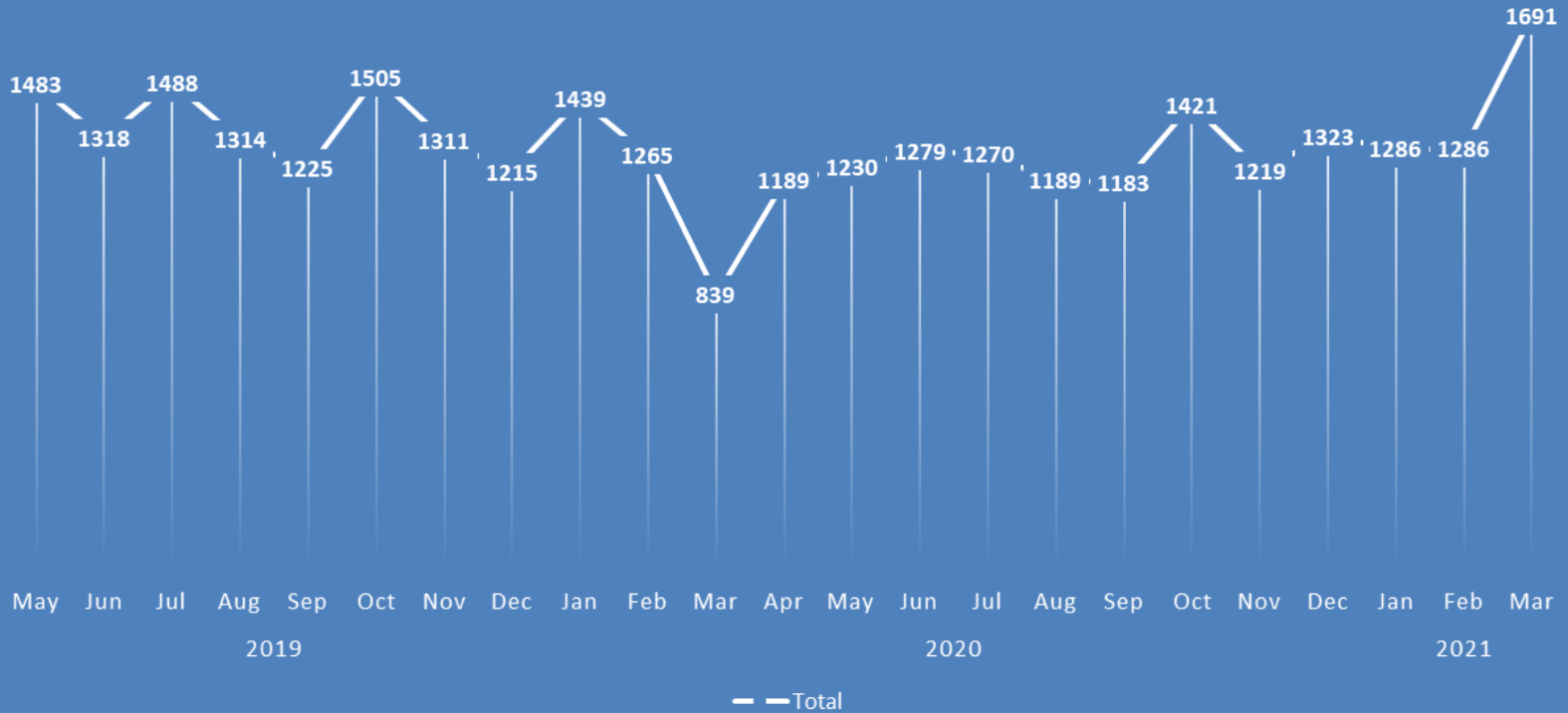
Comprehensive Diabetes Care: HbA1c Poor Control (>9.0%)



CCRMC & Health Centers patients age 18-75 with no HbA1C on file or with a last HbA1C > 9 during the measurement period

Outpatient Adult Mental Health

ADULT MENTAL HEALTH VISITS

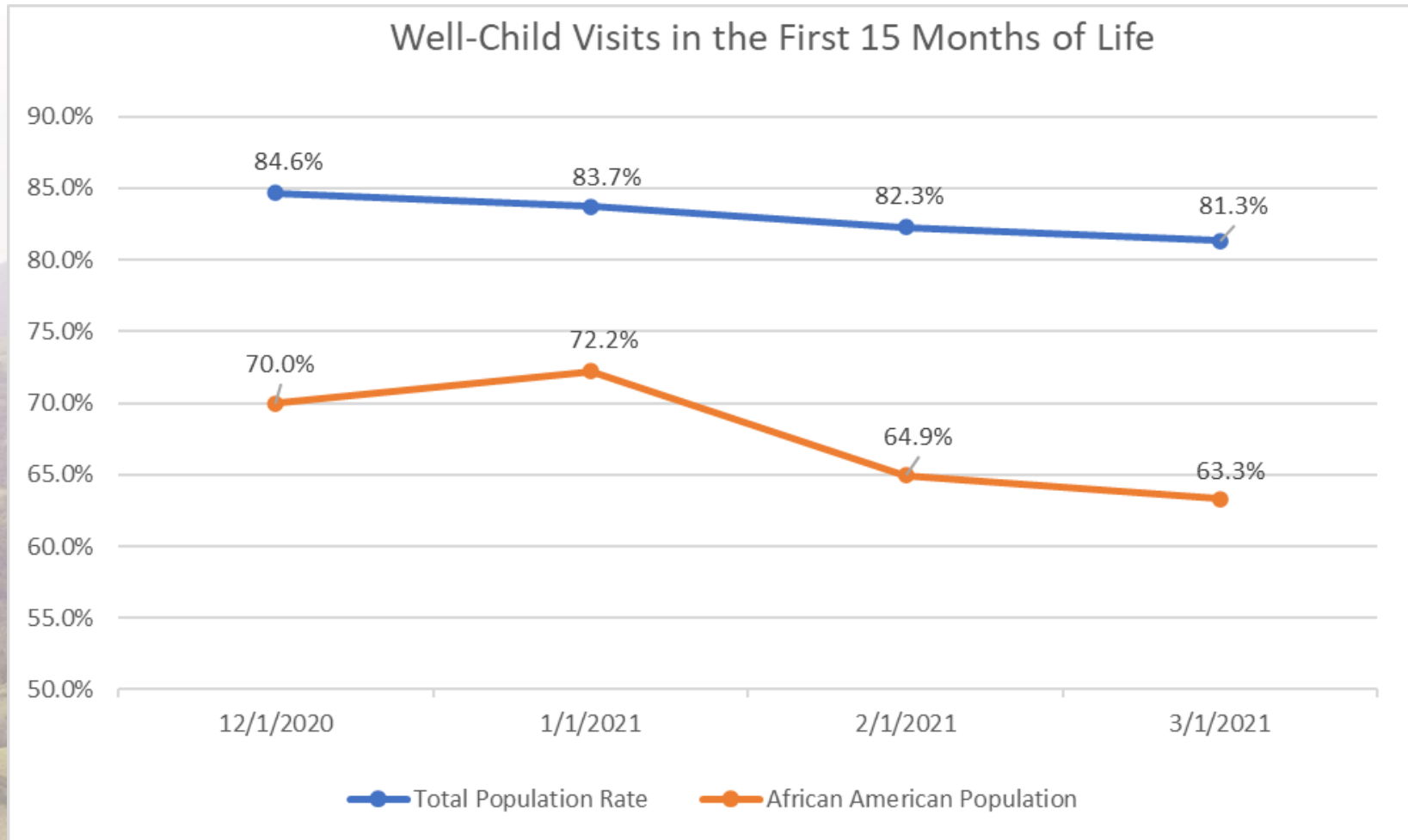


Dentistry (all ages)



Pediatric Care

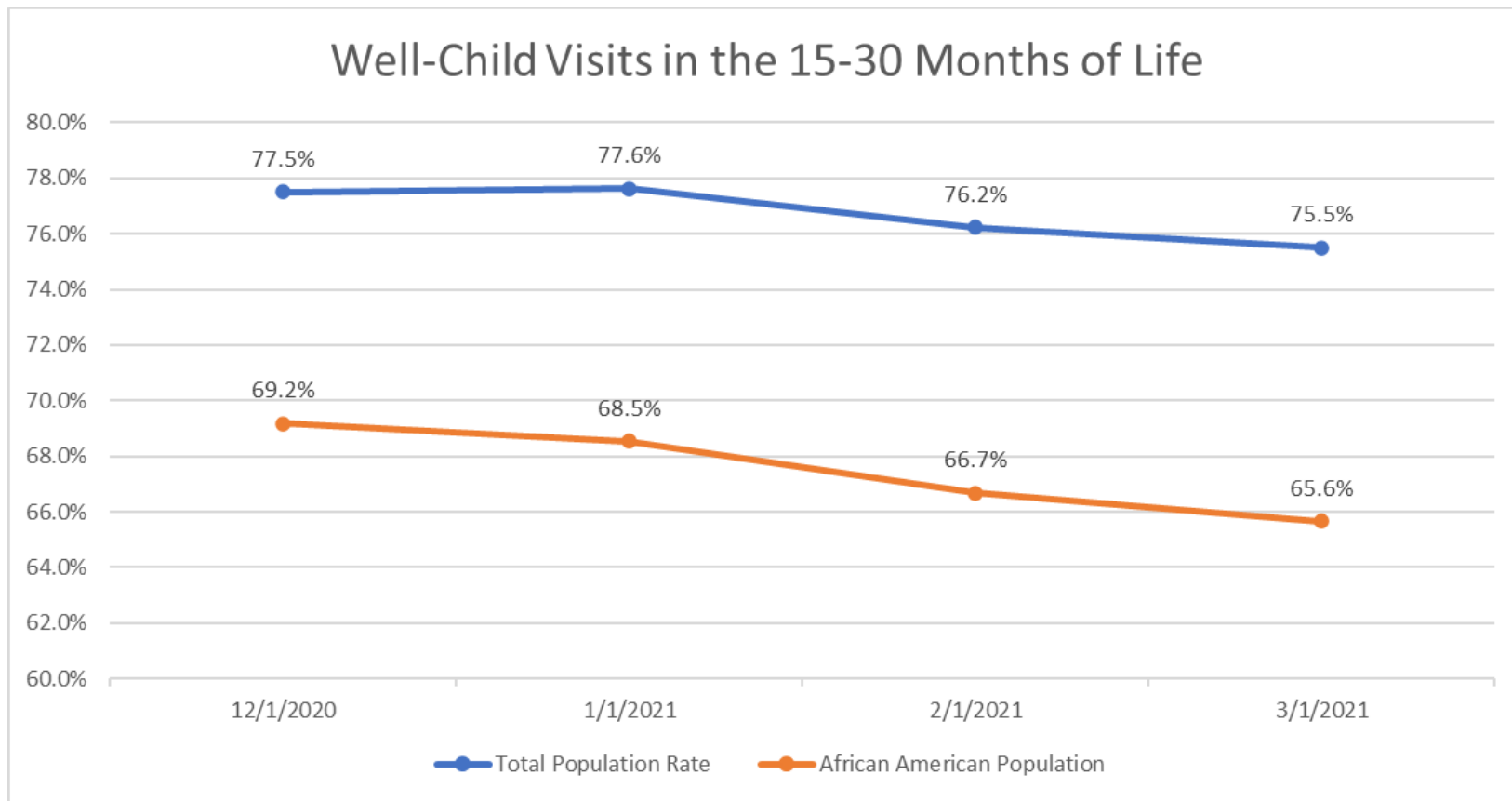
Well-Child Visits



CCRMC & Health Centers patients who turned 15 months old during the measurement year who have had 6 or more well-child visits

Pediatric Care

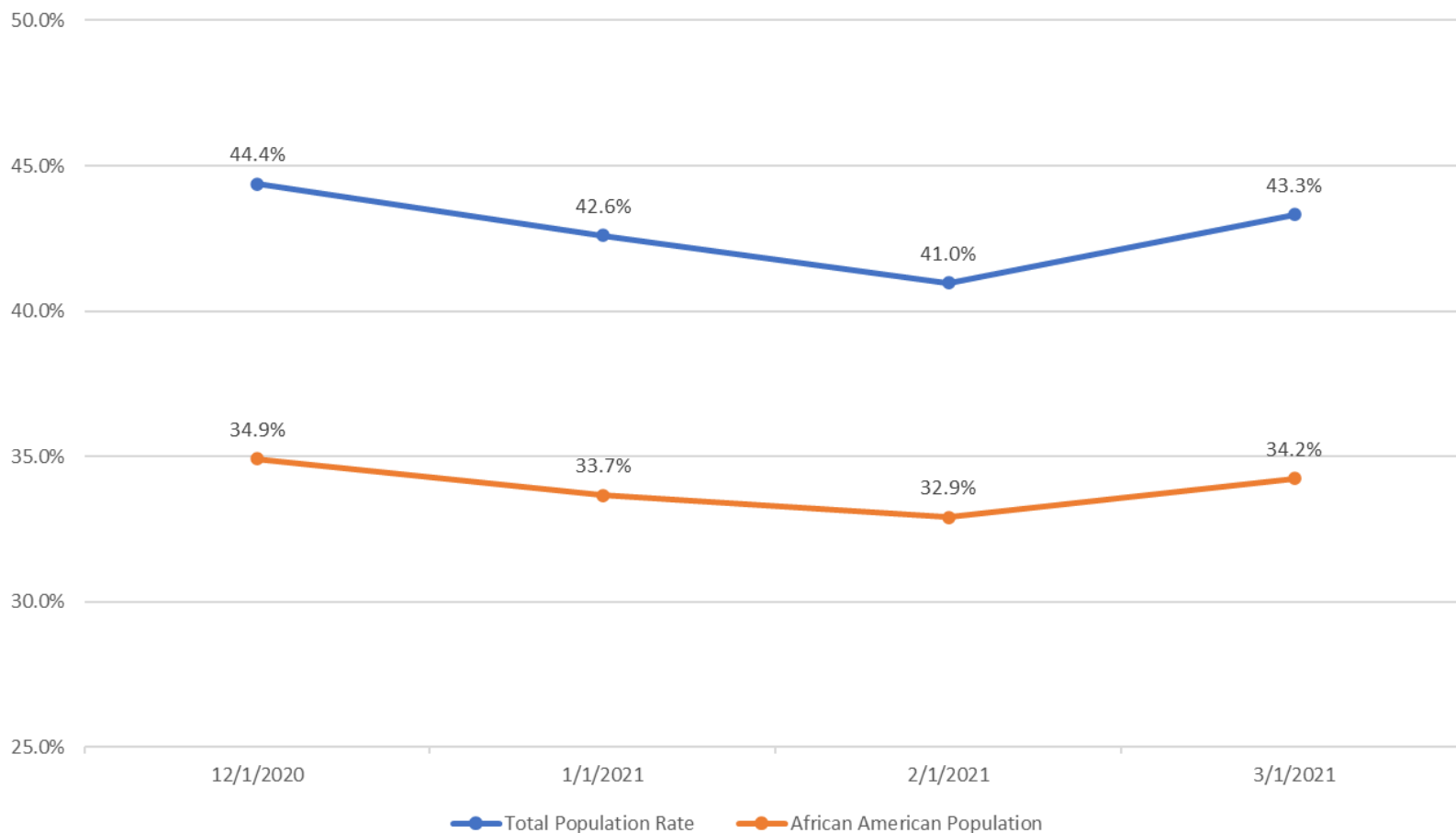
Well-Child Visits



CCRMC & Health Centers patients who turned 30 months old during the measurement year who have had 2 or more well-child visits

Pediatric Care Well-Child Visits

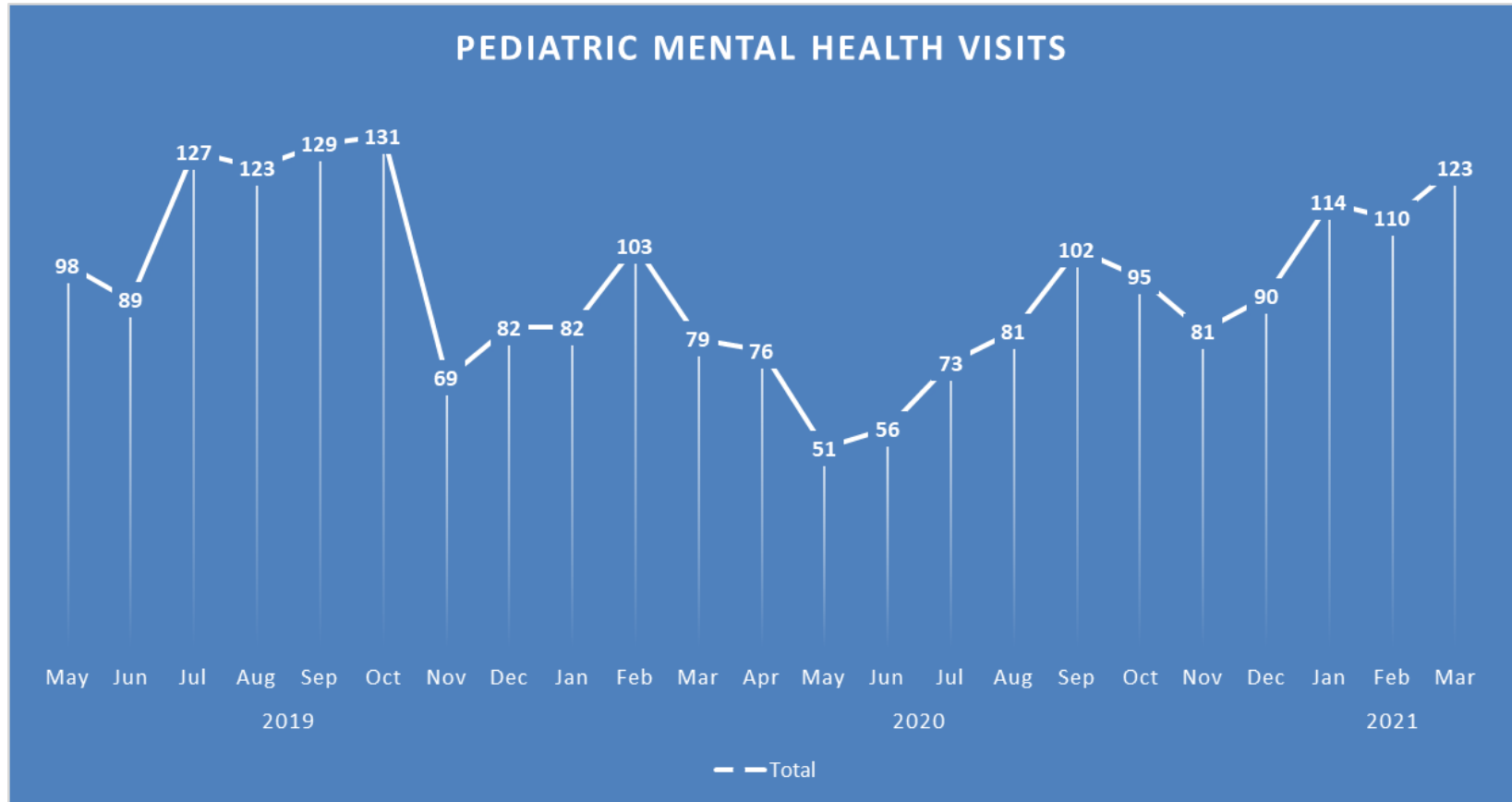
Child and Adolescent Well Care Visits(3-21 years old)



CCRMC & Health Centers patients age 3-21 years who have had 1 or more well-child visits during the measurement year

Pediatric Care

Outpatient Mental Health



Pediatric Care Dentistry

PEDIATRIC DENTAL VISITS



Next Steps

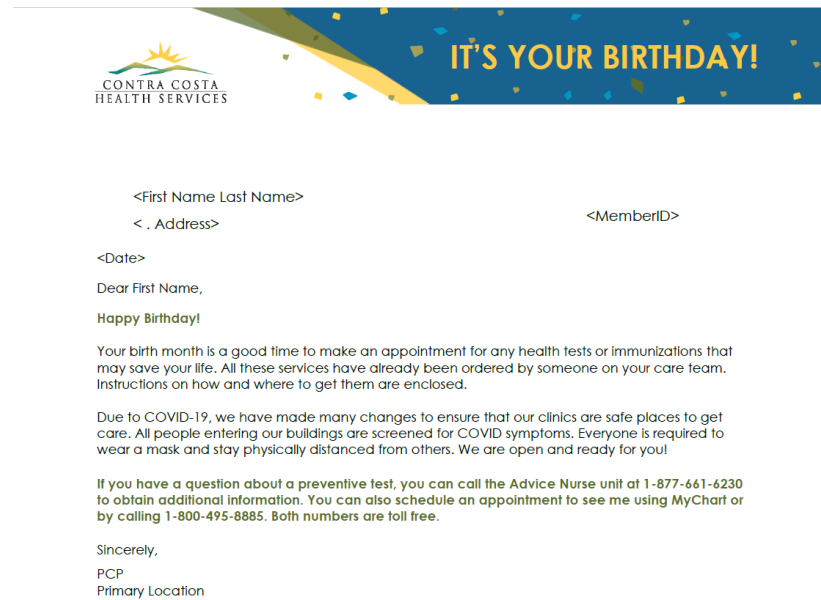
- Conduct mass childhood immunization efforts, like we do for influenza.
- Return women's health clinics, school-based clinics, and dental vans to care delivery.
- Continue provider recruitment.
- Bring staff back to work that have been out on COVID admin leave.
- Redeploy nursing resources from the COVID-19 response back to all other health care needs.
- Increase the number of in-person clinics; the relative demand for telehealth is not as pronounced, particularly for pediatric patients, as in-person clinics.
- Ability to expand Medication-assisted treatment (MAT) to non-face to face encounters and for Nurse Practitioners to prescribe.
- Robust teamwork between nursing, providers, PH, CCHP, PIO is needed to improve many of the QIP metrics that are in the red at this time.

Next Steps:

Working with Contra Costa Health Plan

Continue to partner with the Health Plan on population level health care including outreach.

- Updated annual birthday letters (health maintenance reminders) for adults and pediatrics to include more up to date information and improved design. Status: in production
- Updated “welcome packet” to have one mailing instead of three, and for improved information and design. Status: in production
- Initiated campaign to reach out to new members that have not sought care within 120 days of enrollment. Status: in planning



Next Steps:

Working with PIO to develop a Communications Plan

Background

- We are undertaking a communications campaign, including direct patient outreach, in response to the concerning dropoff in preventive care since the onset of the COVID-19 pandemic.

Goals

- Reaching CCRMC patients in our system who are due for preventive care
- Reach out to thousands of patients that have not sought care in over 12 months (about 20,000 patients)
- Increasing patient utilization of preventive healthcare services
- Raise awareness among public, patients and staff of need for preventive healthcare

Audiences

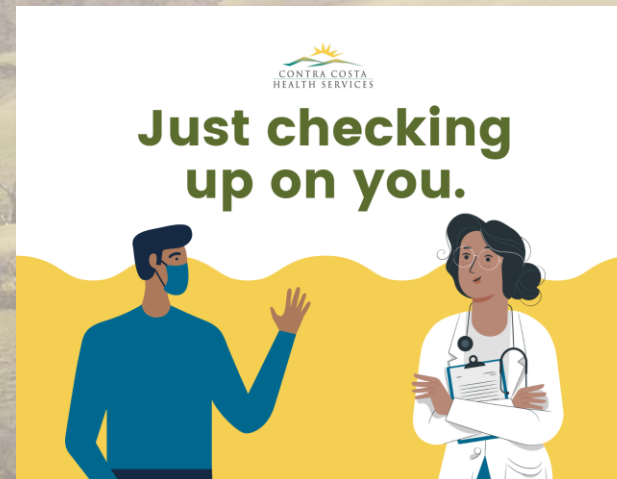
- Current CCRMC patients/parents we are in touch with
- Current CCRMC patients/parents who might not respond to existing channels/platforms
- CCRMC staff

Next Steps:

Working with PIO to develop a Communications Plan

Tactics

- Designing direct outreach materials like postcards
- Designing social media graphics to use to support targeted advertising reminders
- Press release(s) and/or media pitches
- Robocalls and SMS text message reminders





Contra
Costa
County

To: Board of Supervisors
From: John Kopchik, Director, Conservation & Development Department
Date: May 18, 2021

Subject: Third Permit Review of Keller Canyon Landfill's Land Use Permit

RECOMMENDATION(S):

1. OPEN the public hearing, RECEIVE testimony, and CLOSE the public hearing.
2. ACCEPT the permit review report for the Keller Canyon Landfill land use permit, as recommended by the County Planning Commission.
3. DIRECT Department of Conservation and Development staff to provide the County Planning Commission with a status report on Keller Canyon Landfill operations and condition of approval compliance in May 2022, as recommended by the County Planning Commission.
4. DIRECT Department of Conservation and Development staff to schedule the next permit review for the County Planning Commission in May 2024, consistent with permit Condition of Approval No. 11.1.

FISCAL IMPACT:

The land use permit (LUP) review itself has no impact to the County General Fund. Keller Canyon Landfill Company, the landfill operator, is responsible for providing reimbursement for the County's staff costs associated with the permit review process.

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

Action of Board On: **05/18/2021** 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: May 18, 2021

Contact: David Brockbank, (925) 655-2911

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

By: , Deputy

cc:

BACKGROUND:

The land use permit (LUP) for the Keller Canyon Landfill (KCL) requires periodic review, or "permit review", of the KCL to assess compliance with conditions of approval (COA) and determine if new or modified conditions should be considered. This report describes the results of the third such permit review. As part of this review, eight public hearings were held before the County Planning Commission (CPC) from October 2017 through May 2019. The initial hearing was held on October 25, 2017, and the last CPC hearing was held on May 22, 2019. Over the 18-month permit review process, residents living in the adjacent neighborhood brought up various issues associated with the landfill, including odor, dust, noise, visual impacts, seagulls (bird control), and litter complaints. The landfill operator worked diligently to address the issues through the CPC's direction. A detailed summary of the CPC's review of the LUP is found in Exhibit A. Staff reports to the CPC (Exhibits B-I) were prepared in accordance with LUP condition 11.1 and the Permit Review Criteria (Exhibit J), approved by the Board in 1995. The CPC recommended the Board NOT pursue modifications to the conditions of approval. The CPC voted to recommend that the Board of Supervisors accept the Permit Review Reports (Exhibits B - I) and direct DCD staff to schedule the next permit review in three years. The CPC also recommended staff bring this permit review to the Board following the conclusion of the separate investigation managed by Contra Costa Health Services into allegations that unauthorized waste from the former Hunters Point Naval Shipyard was disposed of at KCL. A report on the outcomes of that investigation were presented to the Board in December 2020, clearing the way for this permit review to proceed.

RECOMMENDATION 3 of this staff report, would direct staff to return to the CPC in one year to conduct a hearing to review KCL operations relative to the COAs. That hearing would not constitute a formal permit review pursuant to LUP condition 11.1 and would not be subject to the 1995 Board-approved Permit Review Criteria. However, any concerns or non-compliance issues raised could still be readily addressed within the County's existing authority to enforce the LUP and Franchise Agreement.

CONSEQUENCE OF NEGATIVE ACTION:

If the Board does not accept the report on the third KCL land use permit review, the existing conditions of approval would still remain in effect and continue to govern the use of the landfill site.

CLERK'S ADDENDUM

Written commentary was received from Laura Wright, Environmental Affairs Manager, City of Pittsburg (attached).

AGENDA ATTACHMENTS

Exhibit A-Detailed Summary of 3rd Permit Review for Keller Canyon Landfill

Exhibit B: Permit Review staff Report / Existing LUP Conditions of Approval / Maps - October 2017

Exhibit C: Permit Review Staff Report - December 2017

Exhibit D: Permit Review Staff Report - January 2018

Exhibit E: Permit Review Staff Report - April 2018

Exhibit F: Permit Review Staff Report - July 2018

Exhibit G: Permit Review Staff Report - October 2018

Exhibit H: Permit Review Staff Report - February 2019

Exhibit I: Permit Review Staff Report - May 2019

Exhibit J: Permit Review Criteria - June 1995

Exhibit K: Compliance Status Table - October 2017

MINUTES ATTACHMENTS

Correspondence Received

Attachment A

Detailed Summary of 3rd Permit Review for Keller Canyon Landfill

OVERVIEW

The land use permit (LUP) for the Keller Canyon Landfill (KCL) requires periodic review, or “permit review”, of the KCL to assess compliance with conditions of approval (COA) and determine if new or modified conditions should be considered. This report describes the results of the third such permit review. As part of this review, eight public hearings were held before the County Planning Commission (CPC) from October 2017 through May 2019. The initial hearing was held on October 25, 2017, and the last CPC hearing was held on May 22, 2019. Over the 18-month permit review process, residents living in the adjacent neighborhood brought up various issues associated with the landfill, including odor, dust, noise, visual impacts, seagulls (bird control), and litter complaints. The landfill operator worked diligently to address the issues through the CPC’s direction. A detailed summary of the CPC’s review of the LUP is found in Exhibit A. Staff reports to the CPC (Exhibits B-I) were prepared in accordance with LUP condition 11.1 and the Permit Review Criteria (Exhibit J), approved by the Board in 1995. The CPC recommended the Board NOT pursue modifications to the conditions of approval (COAs). The CPC voted to recommend that the Board of Supervisors accept the Permit Review Reports (Exhibits B - I) and direct Department of Conservation and Development (DCD) staff to schedule the next permit review in three years and convene a hearing in one year before the CPC to review KCL operations in the interim.

HISTORY OF PRIOR KCL PERMIT REVIEWS

The first permit review process began in 2014 and was fully concluded in September 2015. In accordance with the approved Permit Review Criteria (Exhibit J), the Board added five new conditions and modified 82 of the existing conditions due to the approvals granted in response to the initial permit review process. The modifications to the LUP conditions better reflect the established landfill operations in the context of present day environmental and regulatory settings. The first permit review process began with staff compiling information called for in Part I of the Permit Review Criteria in order to prepare the permit review staff report presented to the CPC in October 2014. That report provided substantive information about the 22-year operational and regulatory history since the landfill opened in 1992, as well as other information called for in the Criteria. It was accompanied by a Compliance Status Table exhibit that addressed each of the existing conditions of approval. In December 2014, the Board approved modifications to conditions to explicitly allow for certain materials that were being used as alternative daily cover (ADC) at the landfill. The permit review was continued to March 2015, as an open public hearing because the Board directed staff to provide additional information they wanted to consider before acting on the remaining recommended modifications. Staff was directed to research and report back on several separate but related items pertaining to on-site material recovery, a City of Pittsburg proposal to take over as the Local Enforcement Agency (LEA), potential County fee/surcharge revenue impacts expected to result if the direct haul restrictions were approved, and any California Environmental Quality Act (CEQA) implications resulting from approving the new and modified conditions of approval.

In response to Board direction, staff prepared a detailed report on the KCL permit review for the March 3, 2015 meeting. The open public hearing was continued to March 31, 2015, and then again to July 21, 2015, at the request of the District V Supervisor. At the July 2015 meeting, the Board continued the item once more to September 22, 2015, so that the District V Supervisor could participate in the decision-making process. Staff's report to the Board in September 2015 presented detailed explanations on the additional topics mentioned above. The Board was presented with two options for new and modified conditions to consider. The primary difference between the two options were the proposed new conditions, where one version allowed loads of mixed construction and demolition (C&D) material suitable for recovery at local transfer stations to be direct hauled to the landfill contingent upon the implementation of certain on-site waste recovery, and the other option required those C&D loads go through a transfer station first. The Board approved the option that prohibited the direct haul of materials that would be potentially recovered if first delivered to a transfer station in accordance with previously approved Board policy that had not been formerly integrated into the LUP. However, the Board approval allowed a grace period of 18 months for the four new direct haul conditions to take effect in March 2017. The landfill operator developed documentation and implemented the tasks necessary to comply with the new conditions.

The second permit review process started in October 2016. Staff reviewed the existing conditions of approval for KCL's LUP, and those that were modified in September 2015. Staff reviewed KCL's existing LUP conditions in accordance with the Board-approved Permit Review Criteria and concluded that no new or modified conditions needed to be recommended to the Board. A substantial amount of time was dedicated to researching and compiling information, as well as working with the landfill operator and other governmental agencies to prepare the permit review report and associated exhibits that were presented to the CPC. At the October 2016 CPC hearing, the public hearing was opened and testimony was taken. The few public speakers in attendance supported staff's recommendation to the CPC and also spoke favorably of the new conditions the Board previously approved related to the direct haul of C&D material. The Board accepted the second permit review on November 1, 2016.

THIRD PERMIT REVIEW - COUNTY PLANNING COMMISSION HEARINGS: OCTOBER 2017 - MAY 2019

Eight public hearings were held before the CPC from October 2017 through May 2019. The initial hearing was held on October 25, 2017, at which some of the residents living in the adjacent neighborhood brought up various issues associated with the landfill, including odor, dust, noise, visual impacts, seagulls (bird control), and litter complaints. Based on the public concerns and additional questions from the CPC that required further time for staff to review, the hearing was continued to December 6, 2017. Staff prepared a supplemental but comprehensive staff report to address each of the concerns brought up by the local residents. Each of the concerns that were raised, staff addressed by citing the applicable condition of approval, the issue or concern raised, a basis for determining condition of approval compliance and then staff's response to each item. At the December 2017 meeting, the CPC took additional testimony from residents who had not spoken at the October meeting, and the operator shared a presentation of landfill operations that included some rebuttal to previous comments from the public. The CPC began deliberations amongst the Commissioners but determined to continue the item a second time to January 10, 2018.

As part of the December 2017 hearing deliberations, the CPC requested staff to research other landfills and solid waste facilities to determine what other facilities have used or were using to address odor issues. Staff reached out to other regulatory agencies to ask the inspectors of landfills, compost facilities, and transfer stations, what, if anything worked on odors. Staff found the most common practice amongst solid waste facilities was to employ a misting system, similar to what had been used at KCL. The misting system is an odor control device that attempts to mask potential landfill odors but can sometimes create a new chemical smell. Another observation common among solid waste facilities was that landfill odors are seasonal, heavier in the winter and more rare in the summer. Installing additional landfill gas (LFG) collection wells was another measure to reduce odors, which also happens to coincide with the seasons. After hearing staff's report and accepting further testimony from the public, the CPC continued the hearing a third time to April 11, 2018. This continuation was intended to see what effect the odor control measures might have on the local community after implementation.

Prior to the April 2018 hearing, staff continued to have many discussions with the landfill operator about odors, visual and noise impacts. Through these discussions that included staff from the City of Pittsburg, KCL engaged their engineers and odor experts to put together an Odor Mitigation Summary, wind direction data, and design plans to relocate a new disposal cell 0.5 miles south of the then-existing disposal cell and further away from the Jacqueline Drive neighborhood. As odor complaints became a primary issue at the April 2018 hearing, the landfill operator presented their Odor Mitigation Summary to the public and CPC, which, as stated, included plans to relocate the disposal cell further away from the impacted neighborhood. The operator stated that they were investing almost nine million dollars in 2018 to construct the new disposal cell, install new LFG wells, hiring odor experts, adjusting operations, and increasing the amount of daily cover being used. Unfortunately, the primary odor source was likely anaerobic compost material that came from the West County organics processing facility, which had been disposed in the active disposal cell located at the northern edge of the landfill's permitted disposal area and very close to the Jacqueline Drive neighborhood. That material was sent to KCL starting in late 2016 and continued going to the landfill through Spring of 2017. The CPC continued the item to July 11, 2018, and staff was directed to prepare a status update informing the CPC and other interested parties about the landfill's progress on the proposed odor mitigations. KCL ultimately installed 26 new LFG wells in April and May of 2018, as part of the landfill's normal springtime operations.

After the April 2018 CPC hearing, an article in the San Francisco Chronicle was published that reported on material that was sent to KCL back in 2010-2011 from Hunters Point Naval Shipyard (HPNS). According to the article, former HPNS employees stated that potentially radioactive soil was trucked to landfills across California due to allegations of inadequate screening of outgoing loads starting in 2011 as well as possible falsification of records. Although radiation detecting portal monitors may be used sporadically at some other landfills, that is not the case at KCL. Keller Canyon Landfill continuously uses portal monitors, which are specifically designed to detect radiation and they are now tested on a weekly basis. However, at the Board's direction, County staff prepared a brief report related to the allegations. DCD and Contra Costa Environmental Health (CCEH) staff went to the Board on May 1, 2018, where the District V Supervisor's Office requested a community meeting be held for residents of Pittsburg

and Bay Point, with representatives from applicable federal, state and local agencies on hand to discuss the on-going investigation and future potential testing for radioactive material. CCEH organized this community meeting, which was held on June 21, 2018, at the Ambrose Community Center in Bay Point. Experts from the Radiologic Health Branch of the state Department of Public Health, US Navy, San Francisco Regional Water Quality Control Board (RWQCB), and other state and local agencies were in attendance to speak and/or answer questions. Representatives of the Navy and Department of Public Health gave technically detailed presentations on the types of radiation and types of radioactive material found at the HPNS, as well as the detailed process for examining and transporting material offsite. After all the presentations, questions from the audience were answered by the appropriate agency. The HPNS material and the County's findings are discussed in detail below.

The permit review hearing before the CPC continued in July 2018. As part of staff's direction from the April 2018 hearing, the CPC requested staff to research the effectiveness of installing tree lines/breaks to mitigate odors, and look at potential odor issue solutions from industry associations such the Solid Waste Association of North America (SWANA). Staff researched SWANA's available publications for odor mitigations and specifically landfill odors. Landfills close at the end of the day by adding daily cover or alternative daily cover, which KCL is required to do for vector control, litter control and odor management, under the land use permit and Solid Waste Facility Permit (SWFP). Staff's research on the SWANA website provided some descriptions, programs, and industry awards, but also found common effective tools for odor management that include:

- A. Landfill gas (LFG) extraction system / use of vertical LFG wells;
- B. Converting or burning excess LFG through power plant or flares;
- C. Using odor control / minimizing system (e.g. misters) at the active face; and
- D. Application of Daily cover or Alternative Daily Cover. SWANA's technical policy about Daily Cover, is to apply six-inches of compacted soil.

Staff's research reinforced the validity of previously suggested actions from the operator as the most likely effective odor mitigation and control strategy, which relies on proven methods, including relocating the disposal cell one half mile further from the nearest residences. However, the CPC continued the hearing a fifth time to October 24, 2018, again to monitor landfill operations and improvements. Active disposal of waste began in the new disposal cell in the middle of September 2018.

During the April and July permit review updates, the CPC requested staff to continue researching the effectiveness of installing tree lines/breaks to mitigate odors. At the October 2018 hearing, Staff presented a feasibility assessment that was authored by KCL in March 2017. The assessment discussed installing physical barriers to contain dust/odors at Sunshine Canyon Landfill (SCL) in Southern California. The feasibility assessment researched using vegetative and physical barrier systems to address odor and dust issues at SCL. It was found that vegetative barriers such as tree-lined windbreaks of either single row or multiple rows of varied species may be effective in controlling windblown dust, but physical barriers such as earthen berms would be more effective addressing odor and visual impacts. Staff could not find any studies that confirmed planting a tree line or vegetative windbreak would alleviate potential odor issues.

At the October 2018 hearing, staff also presented a new online complaint form to account for litter complaints. In July of 2018, three litter complaints were submitted to the LEA and/or DCD staff. Staff visited the complainant and after reviewing the photo evidence, staff confirmed the litter had blown off-site and was not contained within the landfill's buffer area, as previously thought. The landfill operator was made fully aware of the situation and took precautionary steps to control wind-blown litter on-site, so it would not end up escaping from landfill property. However, the litter complaints prompted staff to create the new online complaint form that allows for the uploading of multiple digital photos per complaint. If a litter complaint is submitted, the same recipients that receive odor complaints also receive the litter complaint, including LEA staff and landfill personnel.

At both the July and October CPC hearings, a continued concern raised by attendees and residents was about the soil material that came from HPNS and the potential that some of the material was radioactive. Staff advised this was a separate issue from the permit review, and CCEH was taking the lead for that investigation. The issue was continually discussed at each hearing and staff updated the CPC and public of the County hiring a consultant to perform a forensic audit and draft a technical memorandum. The permit review was continued a sixth time to February 13, 2019. However, before going back to the CPC in February, the District V Supervisor requested that an update on the permit review be provided to the Board. Staff prepared a Board Order and brought the item to the Board on December 11, 2018. The Board also took testimony from the public and then directed staff to continue the permit review hearing under the CPC's purview.

At the February 2019 hearing, additional testimony was taken from the public, but the landfill operator and staff suggested that the permit review be extended through the spring and possibly the summer of 2019. Due to community concerns raised throughout the entire permit review, staff recommended the permit review be extended before moving on to holding permit reviews every three years, per the conditions of approval. The landfill operator discussed plans to install 20 new LFG wells in the spring and the additional time would allow the operator to continue working with arborists on a preliminary landscape plan for planting trees and examining proper irrigation systems. Having staff report back to the CPC later in May would keep the public and local community apprised of progress and improvements at the landfill. Staff would take the opportunity to monitor the effectiveness of existing recent improvements for odor mitigation, before a determination would be made about the potential need to add or modify conditions in the LUP. The CPC continued the hearing a seventh time to May 22, 2019.

By May 2019, the permit review had spanned two winters. Some major improvements were implemented in late 2018: a new disposal cell was relocated further back in the canyon and a new blower skid was installed to enhance the landfill gas collection system. Since disposal activity moved to the back, an intermediate cap cover was also installed on the front cell. All the improvements seemed to have aided in overall odor reduction. The landfill operator intends to place a final cover on that front disposal cell in order to fully cap it, and prefers not to return to the front disposal cell. In order to permanently abandon use of the front disposal cell, the remaining air space (disposal capacity) will need to be recaptured in the rear of the canyon, however, recapturing air space will involve a significant amount of work, and regulatory

approvals, including an LUP modification that the operator intends to actively pursue. The CPC acted diligently to continue the permit review, working with staff, and listening to the needs of the local residents. The CPC's proactive efforts to address community concerns aided in prompting the operator's response to installing improvements to date, which included planting the trees for screening (see details below). The third annual permit review was continued approximately every three months, since the initial hearing held on October 25, 2017. The continued hearings each allowed for further testimony to be taken from local residents, other interested parties, and the landfill operator.

At the May 2019 CPC meeting, staff recommended that the CPC recommend the Board NOT make modifications to the conditions of approval. The CPC closed the public hearing and voted to recommend that the Board of Supervisors not pursue modification to the COAs, accept the Permit Review Reports (Exhibits B - I) direct DCD staff to schedule the next permit review in three years, and convene a hearing in one year before the CPC to review KCL operations in the interim. The CPC also recommended staff bring this permit review to the Board following the conclusion of the separate investigation managed by Contra Costa Health Services into allegations that unauthorized waste from the former Hunters Point Naval Shipyard was disposed of at KCL. A report on the outcomes of that investigation were presented to the Board in December 2020 (as further detailed below), clearing the way for this permit review to proceed.

TREE SCREENING PLAN

The landfill operator hired a certified arborist and designed a preliminary tree-screening plan to obscure visibility of the access road and potential future disposal activity. Staff from the City of Pittsburg met with the operator and suggested planting two different species, Sequoia sempervirens (Coast Redwood) and Quercus lobata (Coast Live Oak). The tree screening plan was designed for planting the Coast Redwoods north of the access road as well as in strategic spots northeast of the landfill gas power plant and east of the large litter fences to shield landfill operations for residents in the Jacqueline Drive neighborhood. Live oaks would be planted higher in elevation, south of the main access road. Coast Redwoods typically grow twice as fast as live oaks, but at maturity the oaks will screen a wider area due to their vast canopies. A camouflaged water tank was installed for irrigation, which is refilled periodically with the existing on-site water trucks. The screening plan called for planting approximately 100 trees. The operator maintained a small nursery of trees to supplement the few trees that did not fully take.

Trees were only planted on land owned by Republic Services because the operator was unable to obtain neighboring landowner's approval to plant trees closer to the nearby residential neighborhood.

On May 1, 2019, the operator held an open house at the landfill's administration building to share the tree screening plan with residents and get their feedback. The operator reached out to a number of residents that have actively participated in the prior CPC meetings, but unfortunately no residents attended. However, County and City of Pittsburg staff, as well as staff from the District V Supervisor's office attended and received the presentation provided by the acting General Manager and arborist consultant.

ODORS

The landfill operator has and continues to implement numerous improvements to address odors potentially migrating off-site. The operator has contracted with odor experts, installed odor suppression devices, and routinely monitors/inspects potential on-site sources, such as leachate tanks or the landfill gas power plant. The landfill operator continues to conduct regular odor investigations on- and off-site in response to complaints. The operator also conducts routine odor patrols through the nearby residential neighborhood. The operator ceased using the odor suppression devices (mistlers) in 2017 in response to feedback from the local residents. Below is a yearly breakdown of odor complaints submitted for the past five years, since the County uploaded an online odor complaint form. By the end of 2018, the landfill operator ceased disposing material in the northern-most (front) disposal cell, closest to the Jacqueline Drive residential neighborhood. The operator received emergency funding from the parent company, Republic Services, Inc. (Republic) to build a new disposal cell one-half mile south near the back of the canyon. Disposal activities have been moved away from the front of the landfill for approximately the past three years and the front disposal cell has been temporarily capped. The operator does not intend to ever go back to the front cell and is working on proposing a permit modification to reclaim the lost air space (disposal capacity) and permanently capping the front cell. Since 2019, there has been a substantial decline in odor complaints evidenced by the numbers provided below.

ODOR COMPLAINTS

2016: 57 complaints

2017: 143 complaints

2018: 168 complaints

2019: 38 complaints

2020: 20 complaints

2021: 1 complaint (to date)

HUNTERS POINT NAVAL SHIPYARD MATERIAL

CCEH acting as the LEA worked with DCD, state and federal agencies in coordination with the landfill operator to investigate if any potentially radioactive HPNS waste material was disposed at KCL. In May 2018, CCEH put out a Request for Qualifications / Proposals in order to contract with a consultant to recommend the most appropriate means of assessing whether radioactive material that may have been disposed at KCL. County staff collaborated with the City of Pittsburg, the landfill operator, and a representative of the local community to select the most qualified consultant to investigate on the County's behalf. TRC Solutions was selected and started a forensic audit (document review) in the fall of 2018 and concluded in May 2019.

Documents reviewed by TRC included special waste authorizations, soil analytical data reports, Hunters Point work plans and reports, Standard Operating Procedures, portal monitor calibration records, and landfill data to ascertain whether radiologically contaminated materials were received at KCL from HPNS. In addition, site visits were performed at both KCL and HPNS in April 2019. TRC concluded, in their forensic audit Technical Memorandum, that it was very unlikely that radiological materials from HPNS were disposed of at KCL. The forensic audit Technical Memorandum was published on the CCEH website in September 2019.

The goal of the forensic audit was to investigate the potential presence of radioactive and hazardous landfill waste at KCL. TRC concluded that it is very unlikely that radiological materials originating from HPNS were disposed at KCL. Shortly after the forensic audit Technical Memorandum was published, staff and TRC began discussions about staging a community meeting to report findings that would be formally presented to the local community. Community meeting preparations took substantially longer due to the pandemic and other factors. On November 9, 2020, CCEH staff and TRC conducted a virtual community meeting to present TRC's findings to the local community and to provide the Board with feedback on the community's response to these findings. The November 9, 2020, community meeting can be found at <https://cchealth.org/z/video/eh-solid-waste-keller-110920.mp4>.

Based on TRC's analysis and conclusion that it is very unlikely that radiological materials of concern were disposed of at Keller Canyon, CCEH staff recommended to NOT conduct environmental field sampling for the purposes of obtaining greater certainty that no radiologically contaminated material from Hunters Point was received at Keller Canyon. CCEH staff formally presented the forensic audit Technical Memorandum and community meeting findings to the Board on December 15, 2020. The Board agreed with CCEH's recommendation and accepted the Technical Memorandum and CCEH staff's report.



Department of Conservation and Development

County Planning Commission

Wednesday, October 25, 2017 – 7:00 .P.M.

STAFF REPORT

Agenda Item # 7a

Project Title:	Keller Canyon Landfill Land Use Permit Review
County File(s):	#LP89-2020
Applicant/Owner:	Keller Canyon Landfill Company (KCLC) / Republic Services
General Plan/Zoning:	Landfill (LF) / Heavy Agricultural (A-3)
Site Address/Location:	901 Bailey Road, Pittsburg – Bay Point area (APN: 094-060-008, 018, 019, 020 & 021)
California Environmental Quality Act (CEQA) Status:	Exempt (See Section III.C for details)
Project Planner:	David Brockbank, Senior Planner (925) 674-7794
Staff Recommendation:	RECOMMEND that the Board of Supervisors accept this permit review report for the KCL land use permit. (See Section II for Full Recommendation)

I. PROJECT SUMMARY

This public hearing of the County Planning Commission (CPC) is the third annual review of the conditions of approval for Keller Canyon Landfill's (KCL) approved land use permit (LUP). The County Board of Supervisors (Board) referred this permit review to the CPC in November 2016. These annual permit review reports, initiated in 2014, are prepared in accordance with LUP condition of approval 11.1. The Permit Review Criteria approved by the Board in 1995 and condition 11.1 affords the Board the opportunity to approve new and/or modified conditions of approval to improve public health, safety, and welfare or to address inconsistencies resulting from court decisions or regulatory changes made since the land use permit was approved in July 1990. The CPC can recommend that modifications be made to the LUP's conditions, however only the Board has the authority to approve any proposed changes.

The first permit review, initially conducted in 2014, completed in September 2015, yielded several new conditions and modified many of the original conditions in order to update the LUP after 22 years to reflect the operation of a more mature landfill in the context of present day environmental and regulatory settings. County staff has not identified a need to propose any new or modified conditions of approval as a part of this third permit review. This staff report serves as an update regarding landfill activities regulated by the LUP since the last completed permit review held in October and November last year.

II. RECOMMENDATION

- A. CONSIDER the information presented in this report and Exhibit D, which provides the background and context necessary to satisfy Part I of the 1995 Permit Review Criteria (Exhibit C) approved by the Board of Supervisors for KCL's Land Use Permit (File #LP98-2020).
- B. RECOMMEND that the Board of Supervisors ACCEPT this permit review report prepared by staff for the KCL land Use Permit, pursuant the 1995 Board approved Permit Review Criteria.
- C. RECOMMEND that the Board of Supervisors DIRECT DCD staff to schedule the next permit review in three years.

III. GENERAL INFORMATION

- A. General Plan: Landfill, LF
- B. Zoning: Heavy Agricultural (A-3) and Agricultural Preserve (A-4)
- C. CEQA Status: This permit review does not involve any action that would cause a direct physical change in the environment. This permit review and the preparation and proposed acceptance of the staff report are purely administrative in nature and not subject to CEQA per Section 15061.(b)(3). This action does not constitute a project since staff is not recommending any new or modified conditions of approval for the existing LUP.
- D. Facility Location and Vicinity: KCL is located at 901 Bailey Road, approximately one-half mile south of State Highway 4 in the Pittsburg/Bay Point area. The landfill site covers an area of \pm 2,628 acres (including landfill operations and buffer areas), of which, 244 acres are permitted for disposal (waste placement area). The facility and operations are entirely within unincorporated Contra Costa County. In addition to the waste placement area, there are also

numerous buildings, including administrative offices, maintenance garage, scale house and other installations that make up the complex network of environmental containment systems and facilities required in modern landfills. Those structures and installations include leachate and water storage tanks, enclosed landfill gas control flares, a landfill gas-to-energy power plant, and stormwater/sedimentation management facility. The remainder of the site is predominantly the Special Buffer Area which is undeveloped and helps isolate the landfill from surrounding land uses. The County accepted deeded development rights for the Special Buffer Area which can only be used for grazing or environmental mitigation. Exhibit B contains maps of the facility and vicinity.

IV. BACKGROUND

The Board approved County File #LP89-2020 in July 1990, which allowed the development and operation of the landfill. The initial phase of landfill construction began in 1991 and the landfill opened in May of 1992. County Code Chapter 418-4 requires disposal facilities to obtain a permit approved by the Board of Supervisors. KCL's LUP serves as the permit required under County Code Chapter 418-4. The LUP was subsequently amended by the Board on November 1, 1994, resulting in the addition of a new (replacement) Mitigation Fee condition. Additional conditions governing the construction and operation of a landfill gas power plant were added to the Land Use Permit when the second amendment was approved by the Board on June 25, 2002.

Initial KCL Permit Review: October 2014 - September 2015: The LUP was modified again through the first permit review process, which started with a report and presentation to the CPC in October and continued in November 2014. This initial report covered the past 20 years of the landfill's operations. This was the first permit review that incorporated the Board approved Permit Review Criteria. Using said criteria (Exhibit C) staff recommended adding five new conditions and modifying 82 others.

In December 2014, the Board approved modifications to three conditions of approval that pertained to material used for alternative daily cover (ADC) at the landfill. The Board continued the rest of the permit review to a hearing in March 2015, in order to consider a potential on-site project presented by the landfill operator. Additionally, staff was directed to research and report back on several separate but related items pertaining to 1) on-site material recovery, 2) legality of the City of Pittsburg taking over as the Local Enforcement Agency (LEA), 3) potential

franchise fee impacts expected from a reduction in direct haul loads, and 4) any CEQA implications resulting from the proposed new and modified conditions of approval.

Staff prepared a detailed report for the continued KCL Permit Review, but on March 3, 2015, the open public hearing was continued to March 31, 2015, and then again to July 21, 2015, at the request of the District V Supervisor. Department of Conservation and Development (DCD) staff recommended that the Board continue the item once more to September 22, 2015 so that the District V Supervisor could participate in the decision making process. Through the evolution of continued public hearings, Staff presented the Board with two separate sets of new and modified conditions as options for the Board to review and then make a decision. The Board approved the option that limited the direct haul of materials, most notably loads of mixed construction and demolition (C&D) debris. A percentage of C&D materials are certainly recoverable if sorted at a transfer station first. The new "direct haul" conditions brought the LUP up to date with previously approved Board policies that were not formerly integrated into the original permit. However, the Board did allow a grace period of 18 months for the direct haul conditions to take effect following the September 22, 2015 hearing. The grace period allowed the landfill operator to develop and implement a plan to comply with the new conditions. On March 22, 2017, those conditions took effect and the operator remains in compliance with the new direct haul conditions.

Second KCL Permit Review: October – November 2016: Staff prepared a second permit review report for the CPC in October 2016, which concluded that no new or modified conditions of approval were necessary. The CPC recommended the Board accept the second permit review report and direct staff to schedule the next permit review in one year. The Board accepted staff's second permit review report in November 2016 and this staff report serves as the third permit review report.

Several interested parties at both hearings before the CPC and the Board raised comments related to the new direct haul conditions. A recurring comment was about how the operator intended to comply with the direct haul conditions that would take effect in March 2017. Therefore, the Board requested staff to prepare a follow-up report by the end of the calendar year (2016) on what had been done or what needed to occur in preparation of the new direct haul conditions.

V. PERMIT REVIEW CRITERIA ADOPTED BY THE BOARD IN 1995

This report serves as the third LUP permit review. The Permit Review Criteria, approved by the Board in 1995, is divided into two parts (see Exhibit C). Part I

includes background research to be conducted by staff prior to conducting the public hearing. Part I also provides context related to the permit review authority and intent, status of existing LUP conditions and other matters. Part II outlines the criteria for the actual permit review hearing before the County Planning Commission. In addition, Part II specifies five circumstances that would allow the County to impose new or modified conditions, which are as follows: 1) changes required by new regulations, 2) changes required by court decisions, 3) correction of demonstrated significant health impacts, 4) correction of demonstrated significant safety impacts or 5) correction of demonstrated significant welfare impacts.

PART I OF PERMIT REVIEW CRITERIA

As stated in the Permit Review Criteria, the context for the review is related to applicable laws and regulations that pertain to landfills and other regulatory permits (e.g. Solid Waste Facility Permit, Waste Discharge Requirements). This section includes ensuring that the permit is being implemented, consistent with CEQA and the certified EIR. This section also acknowledges the vested rights of the permittee, and calls for demonstration of compelling public necessity. The following subsections have headings that match the approved Permit Review Criteria (See Exhibit C).

A. Context for the Review: This section provides a basic setting for the permit review process, including discussion of the applicable statutory and regulatory framework, relationships between the subject LUP and other regulatory agency permits (e.g. Solid Waste Facilities Permit, Waste Discharge Requirements), and compliance with CEQA.

1. **Applicable Laws and Regulations**: Condition 11.11 states that it “is **not** the Board's intent to establish rules or regulations which are stricter than the laws or regulations which are applied to this project by the other agencies with jurisdiction over aspects of this project.” The condition states that the agency with primary jurisdiction has final word about determining if an action or inaction complies with or violates any such law/regulation.

Most of the ongoing activities the operator is responsible for in order to remain in compliance with their LUP involve operational requirements that overlap with permits or regulations enforced by Contra Costa Environmental Health (CCEH) and/or the Regional Water Quality Control Board (RWQCB). CCEH is designated as the LEA for the California Department of Resources Recycling and Recovery (CalRecycle). The LEA has direct oversight of the Solid Waste Facility Permit compliance. The LEA conducts unannounced

inspections of the landfill each month. Any violations are noted in writing in their official inspection reports.

DCD does not take the lead in enforcing compliance with requirements in regulations or permits governed by other agencies. DCD acts as the enforcement lead when an alleged violation involves a requirement in the LUP conditions that does not overlap with any other regulations or permits. When a potential violation pertains to requirements in the LUP and other permits or regulations, DCD's approach to LUP enforcement is assessed and addressed on a case by case basis. A determination by the applicable authorities regarding the operator's compliance with applicable laws or permits is the best means to substantiate any decision the County may make with respect to a potential violation. If the violation involves a recurring situation that may lead to future undesirable outcomes, the County will clearly indicate what the permittee should do or not do to prevent or avoid similar violations from that point forward.

Generally, DCD defers to other permitting or regulatory agency oversight and determinations on matters for which they have primary jurisdictional authority and responsibility, consistent with the intent of LUP condition 11.11 (see Section IV above).

2. **Terms of Applicable Permits:** Permits and approvals of numerous local, state, and federal agencies were required to construct and operate the Keller Canyon Landfill. KCL is a Class II sanitary landfill and is subject to extensive requirements contained in various permits, laws, regulations and design/operational standards. Some permits were required prior to landfill construction or opening, while others are required for ongoing operations. Each agency permit listed below either discusses the original permit needed to establish the landfill that has not required subsequent permits or provides the most recent update to that agency's permit.
 - a. Solid Waste Facilities Permit (SWFP): The SWFP was last reviewed by County Health Services Department - Environmental Health (LEA) in 2014. According to the LEA, their monthly inspections have demonstrated a consistent track record of compliance since the last permit review. The LEA periodically receives complaints about the landfill, which are mostly about odor or litter. Details about complaints received are usually included in the notes for that monthly inspection report (available on CalRecycle's website). Staff has also included some discussion about complaints over all in Section VI.C of this report.

- b. Waste Discharge Requirements (WDR): RWQCB staff confirmed that the landfill is in compliance with the relevant regulatory/permit requirements. Furthermore, RWQCB staff indicated in September 2016 there are no problems or concerns related to design/construction issues, operational issues, nor had their agency received any complaints about the landfill since the last permit review. RWQCB staff relies on semi-annual self-monitoring reports to gauge KCL's operational compliance (accessible on-line using Geotracker), and they indicated the landfill's next monitoring report would be due in about six months.
 - c. Permit to Operate (Air Quality): Authority to Construct/Permit to Operate Plant No. 4618 is reviewed annually by the Bay Area Air Quality Management District (BAAQMD). Additionally, Title V Permit Major Facility Review Plant No. A4618 was last issued on June 12, 2014 by the BAAQMD.
 - d. U.S. Environmental Protection Agency: National Pollution Discharge Elimination System Permit #2-07S006887 was issued on September 17, 1992. There have been no changes since the last permit review.
 - e. U.S. Army Corps of Engineers: Nationwide Permit No. 26t, Section 404 of the Clean Water Act, was issued on June 14, 1991. There have been no changes since the last permit review.
 - f. California Department of Fish and Wildlife: A Streambed Alteration Agreement, No. 1461-90 was signed by the Warden on August 4, 1991 and executed by the Operator on October 18, 1991 for Lawlor Creek; for the sedimentation basin, drainages, and culverts (No. 1462-90); and for the wetlands construction (No. 1463-90). There have been no changes since the last permit review.
3. **CEQA Compliance & Consistency with Final EIR**: Under the original LUP application approval, the Board of Supervisors adopted a Final EIR, along with a mitigation monitoring and reporting program (MMRP). KCL's development and operation are generally consistent with the original project EIR certified in 1990. Some of the more notable differences are identified below:
- a. Only a fraction of the disposal tonnage accounted for in the 1990 project EIR was actually going to KCL during its initial years of operation. Although the entire County waste stream was expected to be disposed of at KCL, initially predominantly only Central County waste was going

to KCL. The reduced rate of disposal has helped extend the landfill's operating life. The reduced rate of disposal of in-County waste tonnage was partially offset due to subsequent Supreme Court decisions prohibiting restrictions based on waste origin, thus resulting in more out-of-County waste being disposed of at KCL.

- b. KCL does not entirely rely upon on-site soils as their sole source of daily cover material as assumed in the EIR, due primarily to regulatory changes allowing for the use of alternative daily cover (ADC) materials.
4. **Vested Rights of Permittee:** KCL may operate the Landfill within the parameters of the existing LUP's conditions of approval that were most recently modified on September 22, 2015. This is an entitlement granted by the County for the life of the landfill operation (until permitted capacity is reached). Modifications to the conditions of the permit must be made consistent with applicable legal requirements and in accordance with condition of approval 11.1 and the Board approved Permit Review Criteria. The landfill operator also has the right to request and apply for an amendment to this LUP. An application to amend this LUP was filed in 2008 and is being processed.
 5. **Demonstration of Compelling Public Necessity:** As a result of AB 939 and associated revisions to the Public Resources Code (PRC), counties are burdened with the responsibility of maintaining at least a 15-year supply of disposal capacity for all of the waste generated throughout each county. Due to the difficulties and challenges (legal and otherwise) involved with siting a new landfill, the County included permit conditions and contractual requirements intended to maintain authority to control the amount of out-of-county waste disposed of in the newly sited KCL. That authority has since been diminished as a result of a number of court decisions since 1992, including most recently in 2012/13. Since local jurisdictions can no longer control importation of waste to privately-operated landfills, a host County that receives a significant amount of waste from outside the County will have to undertake the difficult task of identifying new disposal capacity pursuant to the applicable State requirement sooner.
- B. Existing Land Use Permit Conditions of Approval: Many of the LUP conditions of approval are intended to mitigate potential on-site and off-site environmental impacts of landfill design and operations. Some of these conditions of approval were the result of impacts/mitigations contained in the EIR prepared for KCL in 1989 and 1990. Additionally, other conditions of

approval were developed as part of the Board of Supervisors special conditions, while others attempt to mirror regulatory requirements that are enforced by other agencies as discussed in earlier sections of this report. The LUP contains 288 conditions of approval which are organized into 36 sections (see Exhibit A).

1. **Status of Compliance:** Exhibit D to this staff report is a table listing the compliance status for all 288 conditions of approval. The first two columns are the number and condition. The other two columns reflect the status of each condition and any noteworthy details related to compliance including references to certain source documentation.

Approximately 40 percent of the conditions in KCL's LUP do not require any further action because the requirements have been fully satisfied, no longer applicable, informational, cross-reference another condition and not meant to be enforced, or serve as objectives for the remaining conditions in a specific section. The remaining conditions are still in effect and contain requirements which may currently apply or may become applicable sometime in the future. Staff has confirmed that the operator is in compliance with the currently applicable conditions. Details regarding the status of each of these conditions can be found in Exhibit D.

2. **LUP Enforcement:**

Penalties for LUP Violation: If the operator fails to remedy a violation after receiving reasonable notice, the County has two options with respect to penalties. In the case of most LUPs, the sole penalty available for on-going violations is revocation. However, the landfill Franchise Agreement includes a provision allowing the County to impose monetary penalties to aid with LUP enforcement. This provision was included in the Franchise because of the nature of the facility and the public need it serves, including satisfying the County's obligation under state law to maintain 15-years of in-County disposal capacity.

3. **Monitoring:** Numerous conditions are based on and intended to mirror state or regional regulatory requirements. There are many areas of overlap between the LUP conditions and permits/requirements enforced by CCEH, and other regulatory agencies. Requirements related to landfill design and construction primarily fall under the jurisdiction of the RWQCB. Requirements that govern landfill operations primarily fall under the primary jurisdiction of Contra Costa Environmental Health as the LEA or BAAQMD.

County Code Section 418-4.018 calls for Environmental Health to take the lead for monitoring compliance with disposal site permits issued by the Board of Supervisors, which includes KCL's LUP. DCD does not routinely inspect the landfill, but standardly reviews the LEA's inspection reports. However, DCD staff did conduct two inspections this past spring to monitor the gatehouse and working face after the new direct haul conditions took effect. Both inspections showed KCL's active compliance with the new limitations on direct haul loads brought for disposal. On-going compliance is reflected in the quarterly direct haul reports submitted by the operator.

DCD also monitors KCL's LUP compliance to address requirements that are either:

- a. triggered by a one-time or periodic action or event, including requests/proposals submitted by the operator (e.g. proposed construction of the next waste cell within the permitted footprint), or
- b. non-operational matters that primarily involve submittals/documentation, some of which relate to or supplement provisions in KCL's Franchise Agreement (e.g. fees, reporting, etc.)

C. Complaint Review

1. **Complaints to DCD and LEA:** Both agencies have received complaints related to the landfill's operation. The extent of DCD's complaint log about landfill operations is limited to 135 incidents of odor concerns and zero incidents of litter control. These complaints generally involved coordinated communications between both agencies and follow up investigations by staff. The period used for calculating complaints is September 1, 2016 to August 31, 2017.

a. Odor Complaints: In early 2015, DCD set up a complaint form on the County's website (www.cccounty.us/odor) that allows for the electronic submittal of an odor complaint. Once a complaint form is submitted electronically, an email alert is sent to staff from DCD, CCEH, and KCL. DCD Staff worked with the LEA and KCL personnel to investigate and respond to these complaints. Since the online odor complaint form for KCL was set up, in the past two years, there are two distinct patterns for these complaints.

- Complaints are received predominantly from October through April, which typically corresponds to the Bay Area's rainy season; and

- Occur in the evening/night (6:00 PM to midnight) and morning hours (5:00 AM to noon), or the times when residents are home and the landfill is not operating.

Odor complaints are generally responded to on the following day (or later that same day) when the potential odor may not be discernable and therefore the complaint cannot be verified. If a physical address of where the complaint originated or a method of contact was not included, staff could not follow up with a response. This occurred for approximately 11 out of the 135 on-line complaints.

Receiving 135 odor complaints is a significant increase from 15 complaints documented in the last permit review. Once the local residents in the neighborhoods adjacent to the landfill discovered the County's online complaint form, others shared the site through social media (e.g. Nextdoor). Staff noticed that some households (same address) submit two online complaints at the same time, which occurred approximately 12 times in the 12-month period.

During the period of late October 2016 through December 2016, anaerobic compostable material was removed from Republic Services' Organics Material Processing Facility (OMPF), located at the West Contra Contra Sanitary Landfill (WCCSL) site in North Richmond. The compostable material was received for the purpose of composting it on-site, however the material went anaerobic after being stockpiled on-site for a prolonged period of time. The anaerobic material was spread on the slopes of the closed WCCSL for erosion control. This material proved to have a very strong odor prompting numerous complaints at which time two regulatory agencies (LEA and BAAQMD) stepped in. The LEA ordered Republic Services to remove the odorous anaerobic material in accordance within the timeline established in the approved Organics Pile Screening Work Plan. This removal was conducted under the oversight of the LEA. Republic Services elected to transport the material for disposal at Republic's KCL and Forward landfill in Manteca. The combination of the rainy season and disposal of anaerobic compost material resulted in an unprecedented number of odor complaints. The LEA issued three (3) violations of the SWFP for confirmed nuisance odors on October 24, 2016; December 22, 2016; and January 12, 2017. Disposal of anaerobic organics material continued at KCL until work was completed on December 29,

2016. The vast majority of the anaerobic material disposed over the three month period went to KCL (19,515 tons).

The landfill operator implemented several measures to control the potential for nuisance odors, including the installation of a perimeter deodorizing / misting system at the working face; the anaerobic material was handled and buried upon receipt; twice daily patrols of the adjacent neighborhoods to check for odors; and consistent coordination with the LEA on all odor complaints. Additional gas control infrastructure was installed in spring 2017 to further control and minimize the potential for nuisance odors related to landfill gas. During the period of when many odor complaints were received, KCLC conducted outreach with local residents. The operator organized meetings at the KCL administrative offices to receive feedback on the severity of the problem and to identify locations most adversely affected by nuisance odors. The information received from the adjacent neighborhoods helped KCLC produce the Odor Management Plan. No odor complaints were received during the period of May 1, 2017 through August 30, 2017, and two complaints on August 31, 2017, both from the same household.

- b. Litter Complaints: DCD staff did not receive any litter complaints, nor did KCL report any litter incidents in the past year. KCL continues the practice of sending litter cleanup crews to the buffer area(s) as part of the standard litter management practices. Other litter management practices include on and off-site litter policing and removing litter from the portable and permanent litter fences. KCL voluntarily maintained a weekly litter pick up program for the vacant parcels on the east side of Bailey Road, between West Leland Road and the Highway 4 ramps.
2. **Complaints to Regulatory Agencies**: The BAAQMD operates a toll-free odor complaint hotline, which receives calls from throughout the Bay Area and are investigated by agency inspectors. Between September 1, 2016 and September 1, 2017, the District received a total of 131 odor complaints (as compared to a total of 37 odor complaints logged in 2015/2016). Three odor complaints were confirmed by the BAAQMD, two of which occurred on October 24, 2016. The other confirmed odor complaint occurred on December 29, 2016. Limited information regarding these complaints are available to DCD staff, including date, time and one to two word descriptions of the odor (e.g. "sickly sweet", "garbage").

BAAQMD received 147 odor complaints between January 2011 and October 2016, which averages out to about 25 complaints per year, with only three confirmed complaints in that period. The significant increase in odor complaints reflects those issues discussed above (e.g. heavy rains, anaerobic material disposal).

3. **Complaints to other Local Agencies:** The City of Pittsburg has periodically received complaints about KCL in the past, usually from the residents during annual community meetings conducted near the landfill about night time or early morning odor. The City advised DCD staff that it received many complaints this past winter, likely in response to the disposal of anaerobic compost material from West County (discussed above).
 4. **Complaints to the Landfill Operator:** Between January 2015 and August 2016, the operator received a total of 11 odor complaints. KCL has procedures for identifying, evaluating, and if confirmed, mitigating odors detected off-site. Site personnel routinely patrol the area including local neighborhoods seeking any indication of odors. Findings and results from the surveys are documented daily. All complaints submitted to KCL, whether by a call from a citizen, or referral by the DCD or BAAQMD, are followed up and investigated by KCL staff. All complaints are tracked and reviewed. If feasible, complainants or nearby neighbors are interviewed.
- D. Issues Raised

1. **Construction Issues:**

Phased Construction: Phased Construction of the landfill is authorized by conditions 15.2 & 23.6. Landfill development is being phased over its operating life. Landfill development consists of eight major phases, each containing multiple individual phases. Each individual phase of the waste placement area is designed/engineered consistent with detailed Design Reports reviewed and approved by the RWQCB. DCD authorizes construction of each individual phase only after it has been approved by the RWQCB. DCD has commissioned reviews by third-party engineering consultant in the initial development stages; recently there has been no need to supplement the RWQCB's review and approval process.

To date, 19 phases have been completed that includes a total of 117.3 acres. Currently, the landfill is working within the 20th individual phase, referred to as Phase 3B1 (12.2 acres), and is expected to be in use until 2019.

2. Operating Issues:

- a. Incoming Waste (Disposal Demand): The amount of waste disposed at KCL has increased substantially since it first opened. The trend of increasing demand for disposal is expected to continue because waste streams are directly impacted by increases in population and economic activity. However, this demand is compounded each time another landfill reaches its capacity because landfills around the state are closing at a rate that far exceeds the siting of new landfills. Another way of looking at this data is to compare the earliest to most recent reporting years, which shows that the amount disposed in 1995 was only 36% of the annual disposal in 2016.
- b. Cover Material: Daily cover material used at Keller initially was exclusively soil borrowed from on-site. State law changed after KCL's LUP was issued allowing use of alternative materials instead of soil to cover disposed waste at the end of each operating day. KCL started a demonstration project using green waste as alternative daily cover (ADC) in 1999 pursuant to oversight by the LEA and CalRecycle. This was subsequently built into the KCL Solid Waste Facility Permit. DCD authorized use of green waste as ADC on an interim basis until such time as the cover requirement in the LUP condition was updated.

At the end of 2014 KCL submitted an application to the LEA to amend their Report for Disposal Site Information (RDSI) to formally allow unprocessed green waste and processed C&D waste to be used as ADC. In January 2015, the LEA approved the application, which was subsequently appealed to CCEH's Independent Hearing Panel (IHP) and CalRecycle. The IHP and CalRecycle denied the appeal and upheld the LEA's application approval. A law suit was subsequently filed against CalRecycle (State). The lawsuit has since concluded and new regulations being developed by CalRecycle are expected to address concerns raised in the lawsuit.

- c. Beneficial Reuse: Since the 1990 LUP approval, there have been multiple regulatory changes, which opened the door for landfills to implement on-site diversion activities. Specifically, regulations allow operators to beneficially reuse waste derived materials for cover and other on-site uses. According to State regulations, beneficial reuse of solid wastes at a solid waste landfill includes the following: alternative daily cover, alternative intermediate cover, final cover foundation layer, liner

operations layer, leachate and landfill gas collection system, construction fill, road base, wet weather operations pads and access roads, and soil amendments for erosion control and landscaping. KCL continues to take direct haul loads of eligible source-separated materials that can be used for beneficial reuse on-site.

- d. Application for LUP Amendment #3: Increases in disposal tonnage prompted the operator to file an application to amend the LUP in 2008 primarily seeking to increase the daily tons per day (TPD) limit. The subsequent economic downturn decreased the flow of incoming waste which has helped afford more time to work through a variety of time-consuming issues related to better defining and reviewing the request. The operator changed the project description several times. The application process is currently on hold at the request of the Applicant, but it should be noted that additional CEQA review is required, including the preparation of a Subsequent EIR.

3. **Special Waste Issues:**

Limitation on Special Waste Disposal: In December 1993, the Board authorized the import of special wastes for disposal in Keller Canyon Landfill pursuant to specific guidelines. Such authorization included a limitation such that special wastes generated from within and outside of Contra Costa County together comprised no more than 40% of the total waste disposed at KCL in any 12-month period. In 2016, special wastes (also referred to as Class II or designated wastes) only comprised 9% of the total disposal at KCL.

4. **Haul Route Issues:** There have been no issues with respect to the Haul Route since the last permit review.
5. **Transfer Station Issues:** A number of different Transfer Stations have sent waste to KCL over its operational life to date, including those in and outside of the County. Waste that is transferred for disposal from other transfer stations located outside the County changes periodically. Since the last permit review, all of the waste transferred for disposal from the four in-County transfer stations (Brentwood, unincorporated Martinez, North Richmond, and Pittsburg) was sent to KCL. The only significant transfer station issue was the anaerobic compost material that originated from the OMPF, which was discussed in detail above.

6. **Direct Haul:** The project description, which served as the basis for issuance of KCL's LUP as well as the environmental analysis in its 1989 /1990, EIR anticipated only small amounts of waste being direct hauled to KCL. All waste that could be processed at Transfer Stations was expected to be sent to such facilities and then subsequently accepted at KCL by way of a transfer trailer/van. This method of managing solid waste was integral to achieving waste diversion goals because processing at Transfer Stations enables the waste stream to be sorted. The transfer station method also effectively controlled traffic (and associated impacts). Although traffic has been controlled by the daily vehicle limit specified in the Solid Waste Facility Permit, no similar alternative solution is in place to address waste diversion.

The Board took actions in 1992-1993 to specifically address issues related to direct haul and import of special wastes. These parameters were used to develop new conditions (conditions 8.5-8.8), which were approved in 2015 as part of the first permit review. These four conditions account for allowable materials that can still be direct hauled to the landfill, procedures necessary for processing direct hauled material(s), specific quarterly reporting requirements, and in the event of an emergency or natural disaster, how and what can be direct hauled to the landfill. These conditions took effect on March 22, 2017. As noted earlier, DCD has conducted site inspections to monitor adherence and compliance with these conditions; in addition to reviewing the quarterly direct haul reports.

VI. PART II OF PERMIT REVIEW CRITERIA FOR COUNTY PLANNING COMMISSION

The permit review condition 11.1 was included to address the County's anticipated need for future flexibility to improve upon the conditions in KCL's LUP. LUP condition 11.1 states that conditions can be added or modified to improve public health, safety and welfare, which are three of the five criteria specified in Part II of the Permit Review Criteria that were approved by the Board of Supervisors in 1995 (Exhibit C). As it was expected when the permit was initially approved, the knowledge gained from actual experience working with and regulating an operating landfill has proven to be quite valuable when taking a critical look at the LUP to identify modifications needed to improve public health, safety and welfare. Such changes were approved in the prior permit review, but no such changes are recommended as a result of the current permit review.

Regulatory changes and court decisions are the last two of the five criteria specified in Part II of the Board approved 1995 Permit Review Criteria. Both criteria serve as

key elements of the legal framework governing the manner in which the County and the landfill must operate. Unlike the other three criteria, these two may have a direct impact on numerous LUP conditions as originally written. In some cases these changes result in eliminating the County's ability to enforce certain requirements or created inconsistencies with regulations the specified conditions were intended to mirror or reinforce. These two criteria were added to condition 11.1 in 2015 during the prior permit review. Staff is not proposing to add or modify any new or existing conditions related to regulatory changes as part of this permit review.

VII. CONCLUSION

Staff recommends that the CPC recommend that the Board of Supervisors accept this permit review report and Exhibit D as adequate to satisfy Parts I and II of the Board approved 1995 Permit Review Criteria.

LIST OF EXHIBITS:

Exhibit A: Existing conditions of approval – September 2015

Exhibit B: Maps

Exhibit C: Permit Review Criteria – June 1995

Exhibit D: Compliance Status Table – October 2017

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DA
10/18/2017

EXHIBIT A



EXISTING CONDITIONS OF APPROVAL

LAND USE PERMIT 2020-89
CONDITIONS OF APPROVAL
KELLER CANYON LANDFILL

Approved by the:
CONTRA COSTA COUNTY BOARD OF SUPERVISORS
JULY 24, 1990

As Amended or Modified by the:
CONTRA COSTA COUNTY BOARD OF SUPERVISORS
November 1, 1994 (Amendment 1)
June 25, 2002 (Amendment 2)
December 16, 2014 (Permit Review Modification)
September 22, 2015 (Permit Review Modification)

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1. SHORT TITLE

- 1.1 Short Title. The Keller Canyon Landfill project is henceforth referred to in this document as the Landfill.

2. RESPONSIBILITY

- 2.1 Ultimate Responsibility. The conditions of approval identify the Landfill developer as the party responsible for implementing conditions involving construction and improvements, and the Landfill operator for implementing conditions involving maintenance and management. Regardless of these identifications, the Landfill owner shall be responsible for complying with all conditions.
- 2.2 Transfer of Ownership. The Land Use Permit for the Landfill shall run with the land; however, a new owner shall be responsible for notifying the County Conservation and Development Department of any change in ownership. A change in ownership shall be interpreted to mean the acquisition of 5 percent or more of the value of the Landfill site covered by this Land Use Permit. (It is noted that other permits may not necessarily run with the land.)
- 2.3 Assignment of Responsibility.
- a) The Board may assign the responsibility of administering specific Conditions of Approval or provisions of this LUP, such as State Minimum Standards, to County Departments or other units of government.
 - b) The Board may suspend the implementation of conditions or provisions of this LUP where such conditions or provisions are inconsistent with the terms of a contract or agreement entered into between the Board and the operator or other units of government, or by the terms of a joint powers agreement where the County is a member of the joint powers agency. This would not alleviate the need to comply with the public approval process required when amending this LUP. Any Board approved suspension would automatically be nullified at such time as the contract or agreement no longer includes terms inconsistent with the specified condition.
 - c) For the purposes of Condition 2.3(b), the Franchise Agreement between the County and the Landfill Owner as amended in November 1994, is an eligible contract.
 - d) If no contract or agreement is in force, as referred to in Condition 2.3(b), the County retains authority to implement this LUP and all of its Conditions.

3. COMPLIANCE

- 3.1 Compliance Objective. The Landfill developer and operator shall at all times comply with the requirements of laws and permits applicable to the facility. This condition is not intended to grant authority or assign responsibility to the County for the independent enforcement of regulatory and permitting requirements that fall within the primary jurisdiction of other agencies (see Condition 11.11).
- 3.2 Design Standard. The Landfill developer shall design the Landfill facility to meet the requirements of the San Francisco Regional Water Quality Control Board for a Class II waste disposal facility.
- 3.3 State Minimum Standards. The operation and maintenance of this facility shall at all times comply with Minimum Standards for Solid Waste Handling and Disposal (California Code of Regulations, Title 14 and Title 27).
- 3.4 Land Use Permits. The Landfill developer and operator shall at all times comply with the provisions and requirements of this Land Use Permit. A violation of any of these conditions may be cause for revocation of the Land Use Permit pursuant to County Code Section 418-4.020 following reasonable written notice. Alternatively, the County has the option of issuing formal notices and assessing penalties pursuant to Section 4.19 of the Landfill Franchise Agreement or County Code Chapter 14-6, Civil Enforcement.
- 3.5 Solid Waste Facilities Permit. The Landfill operator shall conform with all provisions and requirements of the Landfill's Solid Waste Facilities Permit, and any related directives of the California Department of Resources Recycling and Recovery (CalRecycle) or Contra Costa Environmental Health, as the Local Enforcement Agency for CalRecycle.
- 3.6 Class II Landfill Requirements. The Landfill operator shall at all times comply with the Class II waste disposal facility provisions and requirements of Article 3, Chapter 15 of Title 23 and Title 27 of the California Code of Regulations.
- 3.7 Other Regulatory Agencies' Requirements. The Landfill operator shall at all times comply with the provisions and requirements of other regulatory agencies having jurisdiction over the facility.
- 3.8 Utilities, Service Districts, and Government Agencies' Requirements. The Landfill developer or operator shall at all times comply with the regulations and requirements of utilities, districts, or agencies which have jurisdiction over the installation of improvements or provide services to the landfill.

- 3.9 Notice Coordination. The Landfill operator shall notify the Department of Conservation and Development (DCD) in writing at the time any report is submitted to other agencies concerning the design, operation, and maintenance of the Landfill. Copies shall be made available or mailed to DCD offices at 30 Muir Road in Martinez upon request.
- 3.10 Monitoring and Inspection. All monitoring reports and results of inspection or analysis shall be made available to the Contra Costa Environmental Health and Conservation and Development Departments. Any indication of an emergency or other serious problem relating to public health and safety shall be reported at once.
- 3.11 Master Chart. The Landfill operator will maintain for reference a master chart showing schedules and results of preparation, operation, monitoring and reporting in all major phases of the facility.

4. VALIDITY PERIOD

- 4.1 Validity Period. The Landfill developer shall install pre-requisite improvements and open the Landfill for receiving refuse within three years of the final approval of the project's Solid Waste Facilities Permit. This validity period shall be tolled while any appeal filed by parties other than the Landfill developer is pending. The Landfill developer may request from the Director of Community Development one or more one-year extensions of the Land Use Permit. If the Land Use Permit is not implemented within the specified time, it shall become null and void. The Director of Community Development may allow each one-year extension if the Director finds that there are changed circumstances which warrant the consideration of changes to the Conditions of Approval.
- 4.2 Operative Date. This Land Use Permit is valid upon approval by the Board of Supervisors. However, it shall not become operative until and unless the permittee (landfill owner, etc.) first obtains and the Board of Supervisors grants a franchise to or approves an agreement with permittee (see Section 13, Franchise Agreements).

5. SERVICE AREA

- 5.1 Area of Origin. The Landfill operator shall not refuse to receive eligible wastes or cover materials which originate in Contra Costa County provided such wastes or materials are delivered to the facility in accordance with these Conditions of Approval and the landfill's Solid Waste Facilities Permit, and provided that the required governmental fees are paid. Rate setting

requirements are specified in the Landfill Franchise Agreement and Section 12 of this Land Use Permit.

- 5.2 Out-of-County Wastes. *INVALIDATED BY LEGISLATURE*
- 5.3 Sub-County Service Area. If there is more than one Class II or Class III landfills operating in Contra Costa County, the Board of Supervisors may establish sub-County service areas for each on a temporary or long-term basis. If the Board has established a sub-County service area for the Landfill, the operator shall not accept waste for disposal from outside such area.
- 5.4 Reciprocal Capacity Agreement. The Landfill operator shall receive waste from outside Contra Costa County if in accordance with the terms and conditions of a Reciprocal Capacity Agreement entered into by Contra Costa County with another county. Waste shall be received upon reasonable notice to the Landfill operator and the Board of Supervisors and direction by the Board to the Landfill operator as to the terms and conditions under which the waste will be received. The Board may specify disposal charges which are applicable only to the waste received under the Reciprocal Capacity Agreement.
- 5.5 Pre-Requisite Curbside Recycling Program. The Landfill shall not admit for disposal waste loads from communities which do not have an eligible curbside recycling or equivalent program as determined by the Department of Conservation and Development. An eligible program shall recover a range of recyclable materials consistent with a curbside recycling program operating pursuant to a Board of Supervisors approved franchise agreement. The Board of Supervisors has the discretion to identify additional factors to be considered when determining eligibility. The Board retains the authority to approve community programs previously deemed to be ineligible by the Department of Conservation and Development.

6. ELIGIBLE AND INELIGIBLE WASTES

- 6.1 Eligible Wastes. The Landfill operator shall allow only wastes eligible for disposal in a Class II facility, as defined by the Regional Water Quality Control Board to be admitted to the landfill. The wastes admitted to the landfill shall also be consistent with the Solid Waste Facilities Permit (07-AA-0032), administered by Contra Costa Environmental Health, and consistent with the 1990 Environmental Impact Report and Board of Supervisors' policies and approvals (including the Board of Supervisors conditional authorization in 1992-93 to accept special wastes and limited direct haul – see Conditions 8.5 through 8.7) and these conditions of approval. To the extent allowed by law, the Board of Supervisors may direct the Landfill operator not to accept wastes

that do not meet State and County policies and regulations.

- 6.2 Designated Wastes. The Landfill operator shall allow only those designated wastes (as defined in Section 20210 of Title 27, of the California Code of Regulations and Section 13173 of the California Water Code) approved for this facility by the San Francisco Regional Water Quality Control Board, and shall be consistent with the waste types allowed for disposal pursuant to Condition 6.1. The Board of Supervisors may designate special rates for this waste to the extent allowed pursuant to the terms of the Landfill Franchise Agreement.
- 6.3 Infectious Wastes. The Landfill operator shall accept only those infectious wastes identified in, and disposed of in accordance with the Solid Waste Facilities Permit.
- 6.4 Ineligible Wastes. The Landfill operator shall not allow the following wastes to be disposed at the landfill:
 - a) Hazardous or toxic wastes.
 - b) Radioactive wastes.
 - c) Liquid wastes, other than utility sludges meeting Regional Water Quality Control Board requirements.
 - d) Other ineligible wastes specified in the Solid Waste Facilities permit administered by the Contra Costa Environmental Health.
- 6.5 Emergency Use. If the service area of the Landfill is determined to be a sub-area of the County, the County Department of Conservation and Development or Contra Costa Environmental Health may allow legal waste originating in areas of Contra Costa County, other than those stipulated in Section 5, to have access to the landfill for periods up to 180 days on an emergency basis. The department(s) may grant one extension for no longer than 180 days. The Board of Supervisors may allow the emergency use of the landfill to continue for any time period deemed necessary.
- 6.6 Hazardous Waste Screening and Management. See Condition 19.
- 6.7 Area of Origin Restrictions. See Condition 5.

7. LOAD INSPECTION

- 7.1 Eligible Vehicles and Loads. The Landfill operator shall screen loads to limit to the extent practicable the intake of ineligible waste. Prior to receiving waste,

the Landfill operator shall prepare in writing a program for identifying eligible vehicles and screening loads at the Landfill entrance, random sampling and inspection for ineligible wastes, and checking loads at the Landfill disposal area. The Load Inspection program shall include inspection for hazardous wastes and procedures for their handling and off-site disposal consistent with the Contra Costa County Hazardous Waste Management Plan. The program shall be subject to the approval of Contra Costa Environmental Health and the County Conservation and Development Department.

- 7.2 Load Covering. The Landfill operator shall spot check all incoming waste-hauling vehicles for proper covering or containerization consistent with the requirements of Section 418-2.008(a) of the County Code. The operator shall identify any waste loads which are susceptible to littering or leakage because of the lack of covering, inadequate covering, or disrepair of screens, covers or containers. Customers delivering any such waste loads shall be required to provide evidence that corrective actions have been taken to effectively cover and contain waste loads (e.g. waste adequately secured with covers and containers in good repair) in order to be eligible to deliver waste loads in the future. Landfill operator shall track and report applicable details about the occurrences and corrective actions taken to the County Department of Conservation and Development annually.

8. ELIGIBLE REFUSE TRANSPORT VEHICLES

- 8.1 Eligible Vehicles. The Landfill operator shall admit only the following refuse transport vehicles:
- a) Transfer station trucks (vans). Transfer stations shall have a Waste Management Program, which includes hazardous waste screening and resource recovery operations. Program may be subject to the approval of the Board of Supervisors if deemed necessary for consistency with the Countywide Integrated Waste Management Plan.
 - b) Demolition and construction material trucks hauling debris that would not be recycled or otherwise diverted from disposal if processed at a local Transfer Station. There are waste reduction requirements that apply to such wastes generated by businesses and industries, therefore the operator shall assist the County to help ensure compliance with such requirements or goals through implementation and compliance with Conditions 8.5 – 8.7.
 - c) Incinerated sewage sludge-hauling trucks originating at utilities.
 - d) Sewage and water treatment plant sludge and other byproduct trucks with loads complying with San Francisco Regional Water Quality Control Boards solids-to-liquid requirements.

- e) Trucks hauling Designated Wastes approved for this landfill by the Regional Water Quality Control Board.
 - f) Other specialized waste transport trucks, hauling wastes identified in the Landfill's Solid Waste Facilities Permit which cannot be feasibly processed to increase diversion through a Transfer Station.
- 8.2 Service Area Restriction. See Section 5.
- 8.3 Emergency Exemption. See Condition 6.5.
- 8.4 Reciprocal Use Exemption. See Condition 5.4.
- 8.5 Direct Haul. Only wastes in the prescribed vehicles which would not be recycled or otherwise diverted from disposal if processed through a local transfer station may be considered for direct haul pursuant to the Procedures specified in Condition 8.6. At least once per year, the Landfill operator shall submit an updated list of waste and material types recovered prior to transfer for disposal at the landfill if contained in loads delivered to any of the local transfer stations open to the public. The annual list shall be subject to the review and approval of the Department of Conservation and Development and is intended to be used when screening direct haul eligibility pursuant to Condition 8.6(g). Loads containing materials that will be used as cover or otherwise beneficially reused on-site and treated as diversion under the Integrated Waste Management Act may be direct hauled without going through a transfer station.
- 8.6 Direct Haul Procedures. Direct haul process and materials shall be consistent with the Solid Waste Facility Permit (No. 07-AA-0032), this LUP, and applicable policies adopted by the Board of Supervisors including those identified in 8.6(k) below. The operator shall ensure new customers receive information consistent with i) and j) prior to gaining access to the site. The operator shall conduct screening procedures specified in a) through h) prior to allowing customers to direct haul waste/material loads to the landfill. Operator shall provide written confirmation that eligibility has been demonstrated consistent with these procedures prior to loads being accepted for disposal. Operator shall summarize results of direct haul eligibility screening completed each quarter in the direct haul reports required under Condition 8.7.
- a) Name of company and physical location at which the waste or material was generated.
 - b) Complete description of waste including chemical analysis and solids-to-liquid ratio when appropriate.
 - c) Description of originator's in-house waste inspection program(s) to

ensure screening for hazardous and/or toxic materials or originator's written confirmation that their practices comply with uniform waste inspection program prepared by the Landfill operator.

- d) Description of volume and expected frequency of waste to be hauled and a description of the specialized waste transport vehicle(s) to be utilized.
- e) Description of the waste originator's in-house waste reduction and recycling program(s) or originator's written confirmation that their practices comply with a uniform waste reduction and recycling plan to be prepared by Landfill operator and approved by the Department of Conservation and Development.
- f) Originator's or transporter's affirmation to adhere to County imposed haul route and peak hour hauling restrictions.
- g) Written confirmation by the Landfill operator that the waste or material is not on the approved annual list described in condition 8.5, and
- h) Written waste eligibility determination from Keller Canyon Landfill Company based on a) through g) above.
- i) Requirements of Keller Canyon Landfill Company describing contract for landfill use, rules and regulations of the landfill (e.g. on-site speed limit), prescribed haul route, load inspection program, driver training program, and any other such information as required.
- j) Requirements for proper load covering or containerization and consequences for non-compliance specified in Condition 7.2.
- k) Any other information required by the Director of Conservation and Development, or by the actions of the Board on August 11, 1992 October 27, 1992, November 24, 1992, August 17, 1993 and December 14, 1993.

8.7 Direct Haul Reports. The Landfill operator shall submit quarterly direct haul reports to the Department of Conservation and Development. The quarterly reports shall contain details about all direct haul loads, including the date accepted, customer (company) name, waste type, tonnage, location and jurisdiction of waste/material origin (city and county) and end use (disposal, cover or other on-site beneficial reuse). Summarized results of all direct haul eligibility screening conducted during each period shall be submitted in conjunction with the quarterly waste origin reports. The quarterly reports shall also identify the total tonnage of municipal solid waste (Class III waste) received that quarter, total tonnage of Class II wastes received that quarter, and the percentage of total waste received which is characterized as Class II. If determined necessary by DCD, additional reporting information or more frequent reporting may be required in the future.

- 8.8 Emergency Direct Haul. In the event that a natural disaster or other emergency prevents the timely processing of wastes through a transfer station before disposal at the landfill, such waste or loads may be considered for direct haul. The landfill operator shall submit a written request to the County Department of Conservation and Development when circumstances or conditions warrant, or may warrant, emergency direct haul to the landfill. The landfill operator shall not proceed with emergency direct haul until written approval has been provided by the Director of the Department of Conservation and Development. The landfill operator shall submit an incident report describing the basis for emergency direct haul and the contingency actions taken.

9. OPERATING PARAMETERS

- 9.1 Hours of Operation. The Landfill operator shall not open the landfill to receive waste loads before 7:00 a.m. or after 7:00 p.m. Refuse shall be covered by 7:30 p.m. at which time working lights shall be extinguished. Entry and security lights shall be dimmed at 7:30 p.m. Other hours of operation, within those parameters, may be specified by Contra Costa Environmental Health or in the Landfill's Solid Waste Facilities Permit. Special loads may be received at other times in accordance with procedures established by Contra Costa Environmental Health or the Department of Conservation & Development.

The Director of Conservation and Development may administratively shorten or extend the hours of operations prescribed above after consultation with the Landfill operator, Contra Costa Environmental Health, and the City of Pittsburg, after holding a public hearing to obtain the comments of other interested parties. To shorten the hours of operation, the Director of Conservation and Development shall find that the changes are needed to mitigate substantial noise, traffic, or similar impacts arising from the operation of the Landfill which were not known when this Land Use Permit was adopted. To extend the hours of operation, the Director of Conservation and Development shall find that longer hours will not cause traffic, noise, glare, or similar impacts of Landfill operations to substantially increase in the vicinity of the Landfill. Exceptions to this limitation may be granted in response to natural disasters or other emergencies if deemed warranted by the Director of Conservation and Development if required to address any applicable officially declared disaster.

- 9.2 Operating Days. The landfill shall remain open for operation six days a week except on Holidays. It shall close on Sundays. Exceptions to this limitation may be granted in response to natural disasters or other emergencies if deemed warranted by the Director of Conservation and Development.

- 9.3 Maximum Daily Tonnage. The landfill may accept for disposal a maximum of 3,500 tons of refuse per day. The Board of Supervisors shall review and revise, if necessary, the maximum allowable tonnages per day. If the Board establishes sub-County service areas, maximum tonnages for each landfill may be prorated to reflect their service areas. The Board may increase the maximum daily tonnages, if necessary, to reflect Reciprocal Capacity Agreements or emergency measures. Exceptions to this limitation may be granted in response to natural disasters or other emergencies if deemed warranted by the Director of Conservation and Development. The Landfill operator shall submit quarterly reports to the Department of Conservation and Development solely showing daily waste tonnage accepted for disposal.
- 9.4 Minimum Buffer Zone. The Landfill developer shall reserve a minimum buffer of 2,000 feet from the closest place of permanent waste placement to the closest existing residence on Jacqueline Drive.
- 9.5 Special Buffer Area. No residential housing shall be permitted at any time in the special buffer area. See Condition 23.2.
- 9.6 Dedication of Special Buffer Area. At the time of the submission of the landfill's Development and Improvement Plan, pursuant to Government Code Section 7050, the landfill owner shall offer to dedicate the fee title of the land within the Special Buffer Area to the County of Contra Costa for recordation. The County may accept the fee title and complete the dedication subsequent to the opening of the landfill for the disposal of waste. In making the offer of dedication the Landfill owner may reserve the rights to carry out mitigation programs required by these Land Use Permit Conditions of Approval, and as may be further detailed in implementation plans required to be prepared by these Conditions within the Special Buffer Area. The Landfill operator may perform grading and make installations, such as drainage ditches within the Special Buffer Area related to the landfill facility, provided that the grading and installations are consistent with the approved final Development and Improvements Plan and do not impair the capability of the Area to accommodate agricultural grazing and provide habitat mitigation consistent with these Conditions of Approval. Similarly, the Landfill operator shall be allowed to carry out closure and post-closure activities related to the landfill or the Special Buffer Area provided that such activities are consistent with a County-approved closure plan and with the uses of the land allowed by these Conditions of Approval.

The County may require the Landfill operator to maintain the Special Buffer Area, subsequent to dedication, at the operator's expense. Maintenance shall include security, weed control, erosion control and the provision of fire trails.

10. WASTE MEASUREMENT AND CHARACTERIZATION

- 10.1 Volume Estimation. The Landfill operator shall prepare reports annually estimating the remaining landfill site life (years) and capacity (cubic yards and tons). Reports shall be submitted to the Department of Conservation and Development by March 1st of each year. The Landfill operator shall also submit an initial topographic map prior to receiving wastes.
- 10.2 Scales. The Landfill developer shall install certified scale(s) at the landfill to weigh incoming and outgoing trucks. A weighing program, subject to approval by Contra Costa Environmental Health and Director of Weights and Measures, shall be implemented to monitor incoming wastes.
- 10.3 Waste Characterization. The Landfill operator shall participate with transfer station operators serving the landfill in a tracking and reporting program to characterize incoming wastes by generator (customer) name, type, amount, and originating community and perform detailed load inspections on vehicles according to a program specified by the Department of Conservation and Development. Reports shall be submitted to the Department of Conservation and Development on a quarterly basis on or before the landfill reporting deadlines specified in the Disposal Reporting regulations (Title 14).

11. ADMINISTRATION

- 11.1 Permit Review. The Landfill operator shall submit reports to the Department of Conservation and Development summarizing the compliance status for these Land Use Permit Conditions of Approval annually unless otherwise specified by the Director of Conservation and Development. The Board of Supervisors will hold annual public hearings to review the Conditions of Approval for this Land Use Permit for three years beginning one year after the commencement of operations of the Landfill. The Board may refer proposed changes to the Land Use Permit to the County Planning Commission for processing. Thereafter, the County Planning Commission shall hold public hearings on the Land Use Permit at three-year intervals. As a result of a review and public hearing, the County Planning Commission may recommend to the Board of Supervisors new or modified conditions to improve the public health, safety, and welfare or in response to court decisions or regulatory changes. Nothing in this condition shall preclude the Landfill owner from applying for amendments to the Land Use Permit at any time or preclude the County from addressing emergency situations or new requirements imposed by State or Federal legislation or the courts.
- 11.2 Local Advisory Committee. The Department of Conservation and Development shall organize, and the Landfill developer shall participate in a

local advisory committee, consisting of elected representatives of local residents and neighborhood associations, to comment and advise on the development of the landfill and its operations. The Board of Supervisors may sanction the Local Advisory Committee as an official County committee. The committee shall be established as soon as reasonably possible after the Board of Supervisors' approval of this Land Use Permit, if such approval is forthcoming. Meetings shall be initiated following the approval of a Land Use Permit and shall be held at least quarterly through the first two years of landfill operation. Subsequently, meetings may be held annually, but with the provision for meetings on call by the chair or the written request of 3 or more members unless otherwise specified by the County Board of Supervisors. Contra Costa Environmental Health shall be notified at least 10 days in advance of all meetings. Subjects for consideration at meetings will include, but shall not be limited to safety and emergency procedures, landfill fill-related traffic problems, screening of visual impacts and problems of litter, odor, and noise control. Meeting agenda also may include discussion of reports on the landfill construction, operation and maintenance. The Landfill operator shall provide reasonable access to the landfill arranged through the Conservation and Development Department. A surcharge on the tipping fee may be used to fund the advisory group's operations.

- 11.3 Insurance and/or Bonding. The applicant shall provide the insurance and bonds specified by the units of government having approval authority over the project. The applicant/operator is obligated to comply with additional County specified insurance and bonding requirements pursuant to Article 12 of the First Amended Landfill Franchise Agreement. Subjects may include continuity of landfill operation, non-compliance, emergency measures, construction performance, landscaping and closure.
- 11.4 Notification Program. The Landfill operator shall prepare and implement a program to notify potential customers and periodically remind existing customers of the landfill's opening and closing times, and the conditions of its use, including waste reduction and recycling requirements, load covering requirements, site access regulations, truck maintenance to conserve fuel and a detailed list of prohibited hazardous wastes and alternative disposal options. Customers shall also be notified and periodically reminded of waste acceptance eligibility criteria so that refuse loads containing materials on the list approved annually pursuant to Condition 8.5 are not being brought directly to the landfill. The program should be prepared in conjunction with the operator(s) of the transfer station(s) serving the landfill consistent with the Board of Supervisors' policies on direct haul (see Conditions 8.5 through 8.7). It shall be approved by the County Department of Conservation and Development.
- 11.5 Development Coordinator. The Landfill owner shall provide a fund to support

a County Landfill Development Coordinator, if the County establishes the position, through the period of construction and landfill operations. The Coordinator shall be a staff member or a consultant. The owner shall make quarterly advance payments.

The Landfill developer and operator shall provide such information as the Development Coordinator may require to review plans and installations under the purview of the County, except that any requirements for additional studies shall be subject to the approval of the County's Director of Community Development.

- 11.6 Compliance and Mitigation Monitoring Program. The Landfill operator shall fund the County Department of Conservation and Development's program for monitoring of compliance with these Conditions of Approval and the Environmental Impact Report's mitigation monitoring program.
- 11.7 Pre-Annexation Notification. If the Landfill owner decides to request annexation of the Landfill to a city, the owner shall notify the Board of Supervisors at least 180 days in advance of filing any application for such annexation. The Board may require the Landfill owner to consult with it or County staff to determine how solid waste management programs specified in these Conditions of Approval would be carried out subsequent to annexation. In no case shall the annexation relieve the Landfill operator of the financial responsibilities, including payment to the County of mitigation fees, specified in these Conditions.
- 11.8 Fee and Surcharge Identification. The Landfill operator (permittee) shall not identify the costs of public agency (County, etc.) fees, charges, or surcharges on bills and receipts issued to landfill users without first obtaining the specific written approval of the County.
- 11.9 Interpretation of Conditions. The Conservation and Development Department Director is authorized to interpret these Conditions in the event that any clarification is needed.
- 11.10 Conditions Requiring Franchise. Conditions of Approval 4.2, Operative Date, and 13.4, Franchise Agreement Requirement, require a franchise or agreement to be established by this County. All of the terms of said franchise or agreement shall be subordinate to these Conditions of Approval, and these Conditions of Approval shall control in the case of any conflict unless otherwise provided for pursuant to Condition 2.3. There shall be no need to amend these Conditions of Approval or the franchise in the event of such a conflict.
- 11.11 Regulations Enforced by Other Agencies. Several of these Conditions of

Approval relate, paraphrase or summarize laws and regulations which are imposed and enforced by other governmental agencies which have jurisdiction over particular aspects of this project. It is this Board's intent in adopting these Conditions of Approval to provide the applicant and the public with an overview of the scope of regulation applicable to this project and to provide this County with the authority to exercise enforcement power if deemed necessary in response to violations of such laws and regulations enforced by other agencies. Unless specifically stated in the Conditions of Approval, however, it is not this Board's intent to establish rules or regulations which are stricter than the laws or regulations which are applied to this project by the other agencies with jurisdiction over aspects of this project. If another agency primarily responsible for some aspect of this project finds that any action or inaction is in compliance with, or violates, any such law or regulation, that finding shall be conclusive. If these Conditions of Approval require some approval by any other agency and that agency declines to approve or disapprove the subject matter, such approval shall be deemed to have been given for purposes of these Conditions of Approval.

11.12 Required Expenditures. This Board does not intend, by requiring the applicant to fund various measures, to make any decision regarding whether or not, or how, any expenditures incurred may be recovered through the rate structure or otherwise by the applicant. Any such decision by this Board shall be reserved for its consideration in the franchise or agreement. No inference regarding this issue is to be drawn from this Board's use of any particular terminology in these Conditions of Approval.

11.13 Designation of Authority. In any instance where a Condition of Approval provides that this Board will decide or act upon a certain matter, this Board may delegate the initial decision making or action with respect to that matter to the Director of Conservation and Development or such other designee as this Board determines to be appropriate, provided that there shall be a right of appeal to this Board from any decision to the Director of Conservation and Development or other designee.

12. RATE REVIEW

12.1 Rate Approval.

- a) The Board of Supervisors may at its discretion review and approve all rates charged by the landfill operator at the landfill to the extent allowed by the terms of the applicable Franchise Agreement. The rates established by the Board shall be the maximum rates.
- b) The landfill operator shall at all times maintain on file with the County, a current schedule of Base Rates and Gate Rates charged to each

customer as required in Section 6.6 of the Landfill Franchise Agreement.

- c) As provided for in Condition 2.3, where there is an inconsistency between the requirement(s) of this or any other rate setting Condition in Section 12 and the terms of the Landfill Franchise Agreement which granted the operator sole discretion over setting the base gate rate charged to customers, the terms of the Landfill Franchise Agreement shall supersede the applicable language in Condition 12.1(a) and 12.2 - 12.6 until such inconsistency no longer exists pursuant to Condition 2.3(d).

12.2 Rate Review. If the Board of Supervisors elects to review and approve rates, it should be done annually in accordance with the rate review procedure established by the County. More frequent review of rates may occur if requested by the landfill operator and if the Board determines that changing circumstances warrant such review. The Board may also review rates more frequently if the Board determines that it is in the public interest to do so pursuant to the terms of the Franchise Agreement for the landfill.

12.3 Form and Content of Rate Review Application. The landfill operator shall submit its rate application in a form and content as specified by the County. The Landfill operator shall provide any relevant rate and cost information requested by the County. Such application may require the landfill operator to submit the application on forms and/or using computer software provided by or specified by the County. The County shall have the right to inspect and audit all records of the landfill operators which support its rate review application.

12.4 Rate Application Guidelines. The rate application shall be designed to ensure reconciliation of rates with audited company financial statements; detailed year-to-year cost comparisons; documented guidelines for allowable expense categories, accounting methodologies, allowable management costs and other cost elements; unit usage and unit cost data on major expense items; calculation and reporting of company productivity statistics by cost category; and full documentation of assumptions and source materials. The rate application process shall also provide for comparative rate surveys with other similar operations.

12.5 Financial Statement. The landfill operator shall maintain full and complete accounting records in conformity with generally accepted accounting principles applied on a consistent basis. A financial statement for the preceding fiscal year, in such form and providing such information as the Board may require, shall be submitted with each rate review application. The financial statement shall be prepared and certified by a Certified Public Accountant currently licensed to practice in the State of California. The

County, through a Certified Public Accountant appointed by the County for that purpose, shall at all reasonable times have the right to inspect and audit the records of the landfill operator that supports the financial statements. The County reserves the right to determine which records are relevant.

- 12.6 Scope of Rates. The Board of Supervisors may require that the landfill operator include in its rates collection for purposes other than disposal including but not limited to, charges for funding of inspections, charges relating to origin of waste such as out-of-county waste, franchise or agreement fees, closure and postclosure maintenance of other landfills, solid waste management programs such as general litter pick-up, abandoned vehicle removal, solid waste planning, and any other conditions of approval.

13. FRANCHISE AGREEMENT

- 13.1 Franchise Compliance and Agreement. The Landfill operator shall be subject to the terms and conditions of any franchise or agreement established by the Board of Supervisors. A draft franchise or agreement shall be submitted with or before the Final Development and Improvements Plan.
- 13.2 Assignment. The landfill operator and the landfill owners shall not assign or subcontract the franchise or agreement, any part of the franchise or agreement or any obligation of the franchise or agreement without written prior consent of the Board of Supervisors. Unless otherwise specified in the franchise agreement, the term "assignment" shall include any dissolution, merger, consolidation or reorganization of the landfill's ownership or the sale or other transfer of the controlling percentage of the owner's stock in the landfill or the sale of 51% of the value of the assets of the landfill's owners.
- 13.3 Contents. The franchise or agreement may contain such provisions as the Board deems necessary, including but not limited to complete indemnification of the County, liability insurance by type and amount, performance bond by type and amount, rights of the County to acquire ownership of the landfill, funding for mitigation and reimbursement of County costs, funding for closure or post-closure costs, franchise or agreement fee fees) rate review and approval procedure and determination of and consequences of breaches of the franchise.
- 13.4 Requirement. Permittee shall not establish, operate or carry on the business of a solid waste facility pursuant to this permit unless and until it has been first granted a franchise (or entered an agreement with the Board of Supervisors).
- 13.5 County Discretion. Notwithstanding any other provision of this Permit, Permittee acknowledges that the County's discretion to grant or deny one or

more said exclusive, non-exclusive or otherwise franchises or similar agreements is not limited or abridged in any manner by this Permit; and that this Permit does not require the approval of any such franchise or agreement. County reserves the right as part of the negotiation and entry of any such franchise or agreement to enter a public-private partnership with the Permittee for the project and/or to pursue the rights of the County to acquire ownership of the Landfill.

14. LAND USE PERMIT PLAN CONSTITUENTS

14.1 Initial Development and Improvements Plan. The Initial Development and Improvements Plan approved by this Land Use Permit, and modified by these Conditions of Approval, shall consist of the following schematic plans included in the applicant's January 31, 1989 entitlement application, the Keller Canyon Landfill Comprehensive Project Description (February 1989) and addendum (December 1989), and the 3-volume Site Characterization Report (September 1989).

- a) Grading/Excavation Plans with fill limits for each phase.
- b) Layout for Groundwater Collection System.
- c) Liner System Cross-section and Installation Sequence.
- d) Leachate Collection System Layout Plan.
- e) Gas Collection Layout Plans for each phase.
- f) Surface Water Drainage Plan.
- g) Facilities Site Plan for Operations and Maintenance.
- h) Leachate, Landfill, Gas and Water Storage Facility.
- i) Landfill Access Road Plans Profiles, Typical Section.
- j) Bailey Road Plan and Typical Section.
- k) Landscape Facilities Site Plan for Operations and Maintenance.
- l) Landscape Plan for Leachate, Landfill Gas and Water Storage Facilities.
- m) Landscape Plan.

14.2 Regulatory Agency Approvals. Subsequent to the approval of this Land Use Permit, the Landfill Developer shall obtain approvals from the regulatory agencies having jurisdiction over the project, and obtain their detailed requirements for building, serving, and operating the Landfill. The approvals shall include, but are not limited to:

- a) Waste Discharge Requirements from the Regional Water Quality Control Board.
- b) Authority to Construct (and Authority to Operate Requirements) from the Bay Area Air Quality Management District.

- c) Wetland Modification Permit from the Army Corps of Engineers.
- d) Streambed Alteration Agreement from the State Department of Fish and Wildlife.

The Landfill developer shall notify the Department of Conservation and Development if proposed or adopted permit conditions or requirements of other regulatory agencies do not appear to be consistent with this Land Use Permit or the Landfill's Environmental Impact Report. The Landfill operator shall submit to the County copies of all new and modified permits or entitlements at the time each is issued or approved by the applicable regulatory agency.

- 14.3 Improvements Requirements. Subsequent to the approval of this Land Use Permit, the Landfill developer shall obtain approvals from the agencies, utilities, and parties having jurisdiction or control over the on-site and off-site improvements required by this Land Use Permit or by agencies having regulatory jurisdiction over the project. The Landfill developer shall notify the Conservation and Development Department if proposed or adopted Conditions or requirements do not appear to be consistent with this Land Use Permit or the Landfill's Environmental Impact Report.

15. DEVELOPMENT AND IMPROVEMENTS PLAN

- 15.1 Final Development and Improvements Plan. Subsequent to the approval of the Land Use Permit but prior to the commencement of any construction, the Landfill developer shall submit a Development and Improvements Plan to the Conservation and Development Department and obtain the approval of the Director of Community Development. The Development and Improvements Plan shall be consistent with the project approved by the Land Use Permit, but prepared to a level of detail appropriate for the review of the engineering and construction of the project's on-site and off-site improvements. It shall be internally consistent with the project's Environmental Impact Report findings, these Conditions of Approval, regulatory agencies and others having discretionary approvals over the project, and the Solid Waste Facilities Permit issued by Contra Costa Environmental Health. The Conservation and Development Department will coordinate the review of the plan by Contra Costa Environmental Health, the Public Works Department, and other appropriate units of government. The Landfill developer shall comply with all provisions of the final Developments and Improvements Plan.

The Development and Improvements Plan shall include:

- a) Site Development Plan, as described in the following sections.
- b) A Surface Water Management and Sediment Control Plan, (Section

- 18).
- c) An Agricultural and Habitat Enhancement Plan, (Section 23).
- d) A Waste Reduction and Resource Recovery Program, (Section 31).
- e) A Landscape (screening) Plan, (Section 22).
- f) A Landfill Gas Management/Air Quality Monitoring/Odor Control Plan, (Section 20).
- g) A Leachate Management Plan, (Section 17).
- h) A Site Services and Utilities Plan (Section 30).
- i) A Traffic/Circulation Plan, (Section 29).

15.2 In approving the Development and Improvements Plan, the Conservation and Development Department Director may allow the Landfill developer to phase construction of landfill modules and other features, except where timing is specified in these conditions. The submittal of the Development and Improvements Plan components may reflect this phasing.

16. SLOPE AND SEISMIC STABILITY

- 16.1 Landfill Slopes Objective. Landfill slopes shall be engineered to provide static and dynamic (seismic) stability under design criteria for Class II Landfills.
- 16.2 Seismic Design. The Landfill, its drainage features and operating components (lifts, berms, liners, sediment pond, leachate and gas collection systems and major stockpiles) shall be designed to withstand earthquakes as specified in applicable regulations. The Landfill developer shall utilize a MCE (design earthquake) specified by the San Francisco Regional Water Quality Control Board. The Landfill developer shall provide substantiation in the Final Development and Improvements Plan that the Landfill design will withstand the MCE.
- 16.3 Landslide Study. The Landfill developer shall employ a licensed geotechnical consultant to conduct a supplementary study of landslides and slope stability in areas of the site affected by Landfill and improvements grading. The study shall be performed by a licensed geotechnical professional. The study shall be subject to the approval of the County and the San Francisco Regional Water Quality Control Board. The Landfill developer shall incorporate the results of the study into the site grading program and the designs of overlying structures, which shall be included in the Development and Improvements Plan.
- 16.4 Geotechnical Inspector. The Landfill operator shall fund the costs of an independent geotechnical consultant, who shall be selected by and be responsible to the County. The Inspector shall inspect the installation and condition of liners, leachate control facilities and other installations, identified

by the County, as they are installed and periodically thereafter as directed by the County. This provision shall remain in force over the life of the landfill.

- 16.5 Landfill Design Stability. The Landfill developer shall provide a static and dynamic stability analysis of the final engineering design of the Landfill and its appurtenant improvements. The stability analysis method and the resulting analysis shall be approved by the County Conservation and Development Department and the San Francisco Regional Water Quality Control Board and included in the Final Development and Improvements Plan.
- 16.6 Slope Monitoring. The Landfill operator shall install and maintain slope monitoring stakes on landslides and sensitive slopes which could affect an operating Landfill. The monitoring program shall be approved by the County Department of Conservation and Development.
- 16.7 Settlement Program. The Landfill developer shall implement a program to prevent fill settlement and an inspection program to detect and correct settlement problems. The developer shall compact the refuse and cover materials to maximum strength and design and maintain the necessary slope gradient to ensure proper surface water drainage. A network of settlement platforms shall be installed to monitor fill settlement at critical points. The station specifications and locations shall be included in the Improvements and Development Plan. The Settlement program shall be subject to the approval of the County Conservation and Development Department and the San Francisco Regional Water Quality Control Board.
- 16.8 Emergency Landslide and Earthquake Program. The Landfill operator shall prepare and implement an emergency program for inspecting the Landfill facility, dealing with failures and providing for uninterrupted refuse handling for implementation following a landslide and/or earthquake. The program shall be subject to the approval of the County Department of Conservation and Development, Contra Costa Environmental Health and the Regional Water Quality Control Board.
- 16.9 Settlement Pond Embankment Design. The Landfill developer shall design the settlement pond to control foundation seepage through the means of a filter or other materials.
- 16.10 Settlement Pond(s) Monitoring Program. The Landfill operator shall prepare and implement a failure prevention and warning system, including daily monitoring and visual inspection, for the sedimentation ponds. The program shall be approved by the County Conservation and Development Department and shall be included in the Development and Improvements Plan.
- 16.11 Stockpile Stability. Commencing with the onset of stockpiling, the Landfill

operator shall continually analyze daily cover material stockpiles for stability to determine allowable heights and/or slopes. The results shall be available to the County Conservation and Development Department and Contra Costa Environmental Health on demand.

16.12 Unstable Areas. Areas with landslide potential to affect landfill operations shall be stabilized through excavation or other methods such as compacting or the construction of retaining walls. Grading operations shall be performed in a manner which shall not destabilize slopes.

17. GROUNDWATER PROTECTION

17.1 Groundwater Protection Objective. The Landfill shall not impair the beneficial uses of groundwater on the Landfill site or in its vicinity. The design and monitoring of the Landfill shall be based upon the assumption of the existence of high permeability interconnecting cracks and fissures in the underlying strata allowing the potential of groundwater transmission.

17.2 Landfill Liner. The Landfill developer shall install a engineered liner system, including a clay liner and a high-density polyethylene liner, which meets State Class II Landfill standards. The liner shall be approved by the San Francisco Bay Regional Water Quality Control Board and its specifications and design shall be included in the Development and Improvements Plan. The liner shall be designed to withstand the Maximum Credible Earthquake as specified by the Regional Water quality Control Board. See Section 16.

17.3 Leachate Collection System. The Landfill developer shall install a leachate collection system which shall meet State Class II standards. The leachate collection system shall be approved by the San Francisco Bay Regional Water Quality Control Board, and its specifications and design shall be included in the Development and Improvements Plan. Leachate shall be contained by a double liner system consisting of a two-foot thick layer of clay overlain by a synthetic membrane liner. Enclosed storage tank design for leachate treatment shall meet hazardous waste storage requirements, which includes a double liner system with perimeter berms. An emergency connector shall be installed between the pre- and post-treatment tanks in the event of an overflow situation. A tanker truck shall be readily available for emergency purposes. Measures shall be taken to limit leachate formation, such as prompt covering of waste and provision of surface water drainage away from landfill areas.

17.4 Surface Drainage System. Water collected in the underdrain system beneath the landfill shall be monitored on a regular basis specified by the San Francisco Regional Water Quality Control Board. If contaminated, this water

shall be treated as leachate. See Section 18.2.

- 17.5 Groundwater Monitoring. The Landfill developer shall install a groundwater monitoring system and implement a monitoring program, as required by the San Francisco Bay Regional Water Quality Control Board. The monitoring stations' specifications, locations, and their frequency of monitoring shall be included in the Development and Improvements Plan. The proposed monitoring program shall be subject to review by Contra Costa Environmental Health and the County Conservation and Development Department.
- 17.6 Downstream Well Monitoring. . The groundwater monitoring program shall include selected wells down gradient from the site. The wells shall be subject to approval by the San Francisco Regional Water Quality Control Board. The Landfill operator shall sample and analyze water from these wells as required by the Regional Water Quality Control Board. The location of these wells shall be identified on the Development and Improvements Plan.
- 17.7 Baseline Water Characterization. The Landfill developer shall conduct a groundwater characterization study for at least a one-year period following the approval of the Land Use Permit. The procedures for the study shall be specified by the San Francisco Bay Water Quality Control Board and Contra Costa Environmental Health.
- 17.8 Liquid Waste Disposal. The Landfill operator shall comply with the requirements of the Regional Water Quality Control Board for disposal of de-watered sewage and other utilities' sludges in the Landfill to prevent excess liquid concentrations. The Landfill operator shall not accept other liquid wastes.
- 17.9 Drainage Grading. The Landfill developer shall grade completed fill areas to convey surface run-off to ditches at the fill perimeter to limit infiltration into the Landfill. The grading specifications shall be included in the Development and Improvements Plan.
- 17.10 Leachate Management. The Landfill operator may reapply leachate removed from the leachate collection sumps to the Landfill for absorption by solid waste, or arrange for its transportation (pretreated if necessary) to an appropriate treatment and disposal facility. If leachate is returned to the fill area, it shall be injected under the Landfill's cover rather than applied over its surface. The return of leachate to the Landfill shall be subject to the solids-to-liquids ratio restrictions defined by the San Francisco Bay Regional Water Quality Control Board and Contra Costa Environmental Health. If leachate is transported to an off-site disposal/treatment facility, it shall be pretreated on-site to meet all requirements of such facility before transport. If leachate build up becomes a problem, Contra Costa Environmental Health may require

additional remedial measures, such as the placement of more soil cover, or the installment of a low-permeability earthen or synthetic cover. The Leachate Management Program shall be included as part of the Site Design Plan.

- 17.11 Water Balance Calculations. The Landfill operator shall provide water balance calculations, when requested by the Regional Water Quality Control Board or other applicable regulatory agency, to evaluate intermediate stages of Landfill operation to ensure the maintenance of a proper solids-to-liquid ratio.
- 17.12 Leachate Holding Tanks. Holding tanks for leachate shall be tested to ensure chemical compatibility to prevent chemical degradation of said tanks. The Landfill developer shall submit test results to the Regional Water Quality Control Board and Contra Costa Environmental Health, prior to the submission of the Development and Improvements Plan.
- 17.13 On-Site Water Supply Wells. The Landfill developer shall construct the proposed on-site water supply wells after a hydro-geologic investigation has determined flow direction and relationship between water bearing strata if any. Water supply wells shall utilize separate water bearing strata, and shall be sealed to prevent communication between shallow and deep ground water. The locations and characteristics of water supply wells shall be described in the Development and Improvements Plan, and shall be subject to Contra Costa Environmental Health and San Francisco Regional Water Quality Control Board approval. Pump tests shall be provided for on-site wells located within 500 feet of any domestic well to evaluate interference between wells.
- 17.14 Off-Site Water Well Contamination. If the water quality of nearby domestic water supplies is impaired by Landfill leachate, the Landfill operator shall take immediate remedial action that is acceptable to Contra Costa Environmental Health and the San Francisco Regional Water Quality Control Board. The source of contamination shall be identified and immediately repaired. Remedial measures shall include but are not limited to extraction wells and slurry walls. The Landfill operator may be required to replace the impaired water supply.
- 17.15 Liner Installation Inspection. See Condition 16.4.
- 17.16 Secondary Containment. The Landfill developer shall construct a secondary containment system capable of containing 1.5 times the volume of each leachate-holding tank.
- 17.17 Working Face. The Landfill operator shall maintain a maximum daily working face of 3 acres or less in order to minimize surface water infiltration to the refuse, as well as to control dust and erosion, prevent vector proliferation, and

minimize visual impacts. Exceptions to this limitation may be granted in response to natural disasters or other emergencies if deemed to be warranted by the Director of Conservation and Development.

18. SURFACE WATER PROTECTION

- 18.1 Surface Water Protection Objective. The Landfill shall not impair the beneficial uses of water bodies in the vicinity of the Landfill site.
- 18.2 Surface Drainage System. The Landfill operator shall install and maintain a Landfill surface drainage system which shall be designed to meet State Class II standards. It shall accommodate a 1,000-year, 24-hour design storm, as specified by the County Public Works Department and the San Francisco Regional Water Quality Control Board (SFRWQCB). The drainage system shall convey surface water around the active fill area without contacting the working face or any solid waste. The surface drainage system shall be approved by the SFRWQCB and the County Department of Conservation and Development and included in the Development and Improvements Plan. Surface flow shall be evaluated further with groundwater levels and precipitation factors prior to construction, and findings incorporated into the final landfill design in order to lessen impacts to surface water flow. Flow rates and groundwater levels shall be monitored through the life of the landfill. If loss of surface flow is determined to have unforeseen impacts, a like amount of water shall be provided.
- 18.3 Creek Protection. The landfill shall be designed so leachate and other contaminated water does not flow into Lawlor Creek. See Section 23.3.
- 18.4 Surface Water Management and Sediment Control Plan. The Landfill developer shall prepare and implement a Surface Water Management and Sediment Control Plan, which shall be subject to the approval of the County Department of Conservation and Development. The plan shall include a Stability Analysis of proposed cut and fill slopes, and shall prevent substantial erosion on slopes on the project site and reduce the amounts of water-borne materials from reaching surface waters. It shall include the components listed below, and it shall be included in the Final Improvements and Development Plan.
 - a) Primary Grading. The Landfill developer shall perform primary grading for the project's fill modules, cover, roads, paved areas, building sites, and the construction of site slopes during the April through October low rainfall season.
 - b) Temporary Flow Restriction. If grading must be done during rainy periods, or if erosion is occurring on previously graded areas, the

Landfill developer shall take corrective actions, which may include the installation of ground cloth or the placement of hay bales.

- c) Ground Cover. The Landfill developer shall plant ground cover on graded areas which are not to be developed within 90 days. The ground cover shall be consistent with the Landscaping Plan.
- d) Ditch/Swale Liners. The Landfill developer shall line any ditches and swales for conveying surface runoff across sanitary Landfill areas to limit water infiltration. Drainage-ways across other areas shall be lined or planted to limit erosion.
- e) Sedimentation Ponds. The Landfill developer shall install and maintain a sedimentation pond system prior to other landfill development to hold and process drainage from the Landfill property which shall be designed to withstand the 1,000-year, 24-hour design storm and Maximum Credible Earthquake event. The Landfill developer shall develop a program for monitoring storage volumes in the sedimentation ponds and releasing water depending on expected rainfall. Flow rates for downstream discharge shall not exceed the 25-year, 24-hour design storm. The program shall include a preventive maintenance program which shall include a program for clearing of sedimentation ponds and maintenance of perimeter ditches and vegetative cover. The owner shall submit documentation to the Department of Conservation and Development to demonstrate that basin maintenance (e.g. dredging) has been completed as needed or required prior to the start of the rainy season (October 15th). The program shall be subject to approval from the County Department of Conservation and Development, Contra Costa Environmental Health, Public Works Department, and the San Francisco Regional Water Quality Control Board. The efficacy of the Landfill surface water control system in reducing downstream flooding shall be addressed in the annual and triennial reviews required by Condition 11.1.
- f) Runoff Conveyance. Erosion to ditches or gullies used to convey runoff shall be corrected by use of appropriate measures such as energy dissipators or rip rap.
- g) Equalization Basin. Water in contact with the working face area of the landfill shall be discharged into an equalization basin, monitored, and treated if necessary.

18.5 Monitoring. The Landfill developer shall prepare and implement a surface water monitoring program to check for possible contamination of off-site surface water drainage facilities. Baseline water quality shall be determined prior to project implementation. Sedimentation pond outflow shall be monitored. The monitoring program shall be subject to approval of Contra Costa Environmental Health, the County Conservation and Development

Department, and the Regional Water Quality Control Board.

19. HAZARDOUS WASTE

- 19.1 Hazardous Waste Ineligible. See Section 6.4.
- 19.2 Load Inspection. See Condition 7.1
- 19.3 Household Hazardous Waste Program. The Landfill operator shall develop a household hazardous waste collection and management program for the service area which is consistent with the County Hazardous Waste Management Plan and with the County Integrated Solid Waste Management Plan. The program shall be subject to the approval of the Contra Costa Environmental Health and Conservation and Development Departments. The household hazardous waste shall be managed in accordance with the "Waste Minimization Hierarchy" identified in the County Hazardous Waste Management Plan. The operator is encouraged to develop the program in cooperation with other waste management facilities and collection services. The proposed program, along with a schedule of proposed costs and funding sources, shall be submitted to the County departments no later than 6 months prior to the opening of the landfill. The program shall include mechanisms for removing household hazardous waste from the waste stream which arrives at the facility. If the household hazardous waste program (or a version of it) is approved by the County Board of Supervisors, the Landfill operator shall implement it. The Landfill household hazardous waste program shall include a public information and education program approved by the County Health Services Department/County Hazardous Materials Commission for notifying facility users and households in its service area of what constitutes hazardous waste and how such wastes are to be disposed of. The household hazardous waste program shall be amended if required by the County Board of Supervisors in their review of the Land Use Permit.
- 19.4 Hazardous Waste Pre-screening. The landfill entrance load screening procedures and a manual load check program during unloading operations shall be included in the load screening program required under Condition 7.1. Landfill employees shall be instructed to investigate suspicious containers for hazardous materials during bulldozing and other activities. Any hazardous materials found shall be set aside for proper collection and disposal.
- 19.5 Regulatory Agency Approvals. The collection and storage of toxic and hazardous wastes pursuant to this section shall be subject to County Health Services Department's Hazardous Materials Division, State Department of Health Services, and other regulatory agency approvals.

20. AIR QUALITY PROTECTION

- 20.1 Prevention of Air Quality Deterioration. The Landfill operator shall manage the facility in a manner that does not result in the significant deterioration of air quality in the vicinity of the site or in the Bay Area. The condition shall be interpreted as a requirement that the Landfill comply with terms of the Authority to Construct Permit to Operate permits issued by the Bay Area Air Quality Management District.
- 20.2 Odor Containment. The Landfill operator shall operate the Landfill in a manner that prevents odors from being detected off-site, pursuant to Regulations 7-101 and 7-102 of the Bay Area Air Quality Management District. If odors are reported to Contra Costa Environmental Health, or reports are relayed from the Bay Area Air Quality Management District, the Department of Conservation and Development or Contra Costa Environmental Health may require additional physical improvements or management practices as necessary to alleviate the problem. Contra Costa Environmental Health shall have the authority to cease disposal at a particular area of the Landfill, to control odors. A small daily working face (3 acres or less) shall be maintained. The leachate treatment system shall be enclosed and properly maintained to control odors from leachate. The landfill gas collection system and flare shall utilize BACT to reduce landfill gas as a source of toxics and odor.

The Landfill operator shall implement Best Management Practices of the industry to minimize odors from operations and emissions from equipment. If the operator is contacted about odors being detected off-site, the date, time and description of the odor complaint shall be logged and investigated promptly to expedite implementation of any necessary corrective action by the landfill operator. The Landfill operator shall contact Contra Costa Environmental Health or the Bay Area Air Quality Management District at minimum of once per year to obtain any information possible about odor complaints received by each agency. Any odor complaints received by the Landfill operator, Contra Costa Environmental Health or the Bay Area Air Quality Management District shall be included in the annual Activities Report required under the Landfill's Franchise Agreement unless otherwise specified by the Director of Conservation and Development. The landfill operator shall provide a means for receiving after hours odor complaints. Complaints shall be promptly investigated (after hours investigations required if/when multiple after hours complaints received on the same day or on multiple consecutive days) to identify whether the source of the odor is on the landfill site, in which case the problem should be corrected in a timely manner. A response to the person lodging the complaint shall be

made within 48 hours and copied to the Department of Conservation and Development, detailing the problem and remedial action taken.

- 20.3 Cover Frequency. The Landfill operator shall cover newly disposed refuse with compacted soil or other cover material meeting state regulatory requirements enforced by Contra Costa Environmental Health and CalRecycle and approved in writing by the Department of Conservation and Development. All working faces of the Landfill shall be covered by the end of the working day. Intermediate cover, meeting the requirements of the State shall be applied over each layer of cells ("lift"). The type of cover material and frequency of cover shall be modified in order to control odor, litter or birds, if necessary, or if required by the Director of Conservation and Development or the Landfill's Solid Waste Facilities Permit.
- 20.4 Odoriferous Loads. The Landfill operator shall identify potentially odoriferous loads prior to acceptance and make any arrangements needed to ensure that disposal of odoriferous loads is managed to avoid off-site detection, which may involve covering such incoming loads immediately.
- 20.5 Dust Suppressants. The Landfill operator shall apply water or proven environmentally safe dust suppressants at least twice daily to working faces of the landfill, unpaved access roads, storage pile disturbances and construction areas as determined to be necessary by Contra Costa Environmental Health. Contra Costa Environmental Health may require sprinklering more frequently for control of particulates.
- 20.6 Area of Operations. See Conditions 17.17 and 22.10.
- 20.7 Air Flow Monitoring. The Landfill operator shall monitor air flow on the site upon commencement of operations and shall provide background meteorological conditions including wind direction, wind velocity, and temperature. After the Landfill is in operation, data shall be used to correlate odor, dust, or litter management with meteorological conditions. Air flow monitoring reports shall be submitted or made available to the Contra Costa Environmental Health and the Department of Conservation and Development upon request.
- 20.8 Contingency Program. Prior to the start of filling operations, Landfill operator shall prepare a "bad days" contingency program for managing the Landfill during periods of unusual wind speeds or directions, rainfall or drought or other atypical situations. It shall apply specific site monitoring information. The Landfill operator shall consider the comments of the City of Pittsburg and consult with the Bay Area Air Quality Management District and the Regional Water Quality Control Board. The program shall be approved by the Department of Conservation and Development and Contra Costa

Environmental Health, and it may be revised from time to time. See Condition 25.4.

- 20.9 Revegetation. The Landfill operator shall revegetate completed Landfill areas. Revegetation shall be in accordance with the Development and Improvements Plan and shall be consistent with State and local water conservation landscaping requirements. Intermediate and final cover areas shall be reseeded with native grasses immediately. Excavations shall be reseeded with native grasses or filled immediately. Operating areas which will not be used for fill or construction for 90 days or longer shall be planted for dust and erosion control and for aesthetic purposes. Landfill operator shall provide the County Conservation and Development Department with written notice and documentation (e.g. photographs) of any inactive unvegetated areas of disturbance not being reseeded immediately whether due to on-site activity associated with the landfill (construction or operations) or naturally occurring (landslides, etc.). The Director of Conservation and Development may require that revegetation notices be submitted more frequently and/or on a fixed schedule.
- 20.10 Tree and Shrub Planting. The Landfill developer shall plant trees and shrubs downwind of the Landfill to aid in trapping dust. The planting plan shall be included in the Landscaping plan component of the Development and Improvements Plan.
- 20.11 Gas Control and Collection. The Landfill operator shall install a Landfill gas control collection system in accordance with the regulations of the Bay Area Air Quality Management District. The system shall have the capacity to operate in an active mode, using a mechanical vacuum, to withdraw gas from the Landfill. The system shall be operated in an active mode as soon as practical. The gas control and collection system shall be installed concurrently with the placement of wastes in the Landfill and shall be ready for operation when gas is produced. The gas collection and related recovery system shall utilize BACT and shall be subject to the approval of the Bay Air Quality Management District and County Conservation and Development Department and it shall be included in the Development and Improvements Plan.
- 20.12 Landfill Gas Processing. The Landfill developer shall install a flaring mechanism, in accordance with Bay Area Air Quality Management District guidelines/regulations, to combust collected landfill gas. The flare shall be of the nonilluminous type. Best Available Control Technology (BACT) shall be used, as defined and approved by the Bay Area Air Quality Management District. The flare shall be installed with staged combustion, operated under fuel-rich conditions, and be designed with flue gas recirculation.

- 20.13 Methane Recovery. The Landfill operator shall install a methane recovery system simultaneously with the construction of the gas collection system, preferably utilizing the Landfill gas to produce energy when the Landfill has developed enough gas to justify recovery. When required by the County Conservation and Development Department, the Landfill operator shall conduct a study to determine how methane could be recovered from the gas and used for fuel or as a commodity.
- 20.14 Gas Monitoring. The Landfill developer shall install gas migration detection probes and wells along the boundary of the Landfill footprint, near on-site buildings, and in other locations specified by the Bay Area Air Quality Management District or Contra Costa Environmental Health to monitor for subsurface and surface gas migration. The gas monitoring stations shall be described in the Development and Improvements Plan approved by the County Conservation and Development Department. If gas migration is found, the Landfill operator shall notify the County and take remedial actions. Training of employees for detection of gas migration shall be included in the employee training program.
- 20.15 Lateral Gas Barriers. The Landfill developer shall install a gas barrier or gas collection area on side slopes of the Landfill to prevent lateral gas migration through the sides of the Landfill. The barrier or gas collection area shall be approved by the Bay Area Air Quality Management District and shall be included in the Development and Improvements Plan.
- 20.16 Settlement Protection. The Landfill developer shall use flexible piping and lightweight backfill for the Landfill gas collection system to ensure that settlement of the fill will not affect operation of the system.
- 20.17 Landfill Gas Testing. The Landfill operator shall test Landfill gas for its toxic composition and for toxic constituents. The testing program shall be subject to the approvals of the Bay Area Air Quality Management District, Contra Costa Environmental Health and the Department of Conservation and Development. The Landfill operator shall provide the results to the County Department of Conservation and Development and Contra Costa Environmental Health on a bi-annual basis unless a more frequent interval is specified in the Solid Waste Facilities Permit.
- 20.18 Leachate Disposal. See Condition 17.10.
- 20.19 Cell Re-Opening. Previously-closed cells shall not be reopened without permission from Contra Costa Environmental Health. The Department of Conservation and Development shall be notified of any occurrence that potentially necessitates that one or more cells be re-opened.

- 20.20 Fissure Repair. The Landfill operator shall inspect the Landfill daily. Surface cracks, fissures, eroded areas, or inadequately covered areas on the Landfill may require repairs within 24 hours. The Department of Conservation and Development shall be notified in writing at the time the operator identifies any substantial surface cracks or fissures requiring repairs beyond the placement and compaction of additional clean soil. Photo of the crack should accompany the written notice which describes the expected cause and corrective action plans and repair schedule. This activity shall be included in the employee training program.
- 20.21 Permanent Road Paving. The Landfill developer shall pave and maintain permanent access roads to control dust. A road used for one year or longer shall be considered to be a permanent road. Road construction shall be described in the Development and Improvements Plan.
- 20.22 Temporary Road Paving. The Landfill developer shall pave and maintain temporary road with gravel or crushed aggregate. Temporary roads shall be wetted or chemically treated when necessary to control dust. Road construction shall be described in the Development and Improvements Plan.
- 20.23 Speed Limits. The Landfill operator shall enforce speed limits set by the Contra Costa Environmental Health on internal site roads. The Landfill operator shall install appropriate signs and speed control devices. The maximum internal on-site speed limit shall be 20 mph unless otherwise specified by Contra Costa Environmental Health.
- 20.24 Equipment Maintenance. The Landfill operator shall maintain Landfill equipment in optimum working order to ensure that vehicle emissions are controlled and equipment shall be fitted with spark arrestors so potential for causing fires is minimized. Equipment shall not be left idling when not in use. Maintenance records shall be kept on all pieces of Landfill equipment. The records are subject to review by Contra Costa Environmental Health. Equipment shall be stored, serviced, and repaired in a maintenance area designated in the Development and Improvements Plan and approved by the County Conservation and Development Department.

21. NOISE CONTROL

- 21.1 Noise Control Objective. The Landfill operator shall manage the facility in a manner that minimizes noise impacts to area residents.
- 21.2 Noise Monitoring Program. The Landfill operator shall prepare and implement a noise monitoring and abatement program, which shall be approved by the County Department of Conservation and Development and

Contra Costa Environmental Health. The program shall monitor noise levels at sensitive receptor locations, one West of Bailey Road and South of West Leland Road, one near Bailey north of West Leland, and another in the Jacqueline Drive area south of West Leland Road. The Director of Conservation and Development may specify other monitoring locations. Noise monitoring reports shall be submitted to the County Conservation and Development Department on a quarterly basis unless otherwise specified by the Director of Conservation and Development. If the monitoring noise levels at the Landfill boundary line or other monitored location exceed 60 dBA during daylight hours, or 50 dBA during the evening or at night, the County may require the operator to institute additional noise reduction measures to bring noise emanating from the Landfill to the forementioned levels or less.

- 21.3 Toe Berm. See Condition 22.3.
- 21.4 Mitigation/Lift-Level Berms. See Condition 22.4
- 21.5 Construction Hours. See Condition 32.1.
- 21.6 Truck Noise Suppression. The Landfill operator shall require transfer trucks and other waste hauling vehicles using the facility to be equipped with factory approved noise suppression equipment, including engine compartment insulation. The Landfill operator shall request the California Highway Patrol actively enforce muffler and vehicle noise standards as required in the California Vehicle Code if, for any reason, noise from heavy trucks becomes a source of complaints in the project area, whether project-related or not. Transfer trucks and other waste hauling vehicles with faulty mufflers shall be denied access to the landfill after one warning by a landfill operator at the landfill entrance.
- 21.7 Landfill Vehicles. The Landfill operator shall provide Landfill equipment with the best available noise suppressing equipment to minimize sound generation.
- 21.8 Gas Flare Muffling. If flaring is used to dispose of Landfill gas, the flares shall be contained in noise and glare-reducing housing. The housing shall be subject to the approval of the Contra Costa Environmental Health and Conservation and Development Departments and the Bay Area Air Quality Management District.

22. VISUAL QUALITY

- 22.1 Visual Quality Objective. The Landfill developer shall construct and operate the facility in such a manner that the high visual value of the surrounding area

is maintained.

- 22.2 Landscape Plan. The Landfill developer shall prepare and implement a site Landscaping Plan. The plan shall enhance the site's visual values as open space and its functional values as wildlife habitat. It shall minimize the visual impacts of the landfill operations and appurtenant facilities through revegetation and landscape screening. The plan shall show the plant species, size, and locations to be used to blend in with the existing natural vegetation. Natural, drought tolerant species shall be used, in accordance with State and local water conservation landscaping requirements. A landscape maintenance program shall be part of the plan. A Weed Monitoring and Control Program shall be included, containing a listing of noxious weeds, a monitoring program, and abatement measure options. A Landscape Plan shall be included in the Development and Improvements Plan. The Landscape Plan shall assure no visual impact on the Cities of Concord and Clayton consistent with the Environmental Impact Report.
- 22.3 Toe Berm. The Landfill developer shall install the first phase of the toe berm prior to other landfill construction and development of the Landfill. Other sections of the toe berm shall be installed in stages (see condition 32.4). The toe berm shall be contoured to blend with existing topography. It shall be designed to screen the landfill access road. It shall be revegetated immediately with native grasses and other vegetation to blend in with the surrounding area.
- 22.4 Mitigation Berms. The Landfill developer shall install landscaped mitigation berms (lift-level peripheral berms) at the face of each lift in areas visible off the Landfill site, before beginning refuse disposal on the lift. The berms shall be landscaped to blend with existing terrain. Specific heights for the initial toe berm and each of its phases shall be established in the Final Development and Improvements Plan (Condition 15.1).
- 22.5 Lawlor Creek Corridor Plan. See Condition 23.3.
- 22.6 Entrance Screening. The Landfill developer shall install landscaping at the entrance of the landfill to screen the entrance facilities from Bailey Road users. Olive trees shall not be included as part of the entrance landscape plan.
- 22.7 Jacqueline Drive Terminus. The north terminus of Jacqueline Drive shall be landscaped, with native species, to shield near-views of the toe berm. Planting of the terminus area shall begin as soon as practicable. The outside access road berm shall be a minimum of 15 feet high to shield transfer truck traffic and noise from nearby residences.
- 22.8 Auxiliary Facilities Screening. The landscaping plan shall provide for the

screening of auxiliary areas, such as the administrative buildings, parking lots, maintenance facilities, and screening of facilities shall occur during the first year of development. Enhancement of Lawlor Creek shall occur during the first year, to aid in screening facilities from Bailey Road users.

- 22.9 Architectural Treatment. Plans for buildings and other structures shall include architectural sections showing design and materials to be used. Buildings shall be designed to blend into the rural agricultural setting.
- 22.10 Area of Operations. Except during construction of modules and other major installations, the Landfill operator shall limit unvegetated working areas of the landfill, including the daily working face, to 25 acres for appearance and to control dust and erosion. The restriction shall not apply to grading for foundations, cover, site roads, berms and other construction, providing these are carried out expeditiously.
- 22.11 Interim Revegetation. Interim revegetation shall be required on all areas that will be inactive for more than 90 days. Revegetation shall include native grasses, shrubs and trees to lend more variety and natural appearance to the finished landfill.
- 22.12 Water Tank Screening. The Landfill developer shall provide landscaping to screen the facility's water tanks. Where possible, the landscaping shall be installed prior to the installation of the tank. Consideration shall be given to subsurface or partially buried tanks, and to painting the structures with earth-tone colors.
- 22.13 Final Cover. Final cover shall be contoured and landscaped to blend with existing topography.
- 22.14 Lighting. The Landfill developer shall design and locate the lighting system to reduce glare and reduce impact to area residents. Focused directional security and operational lighting shall be installed. Operation lighting on the working face shall be turned off by 7:30 p.m. Security and entrance lighting shall be dimmed at 7:30 p.m.

23. AGRICULTURAL AND BIOTIC RESOURCES

- 23.1 Biotics Protection Objectives.
 - a) The Landfill developer shall construct and operate the facility in such a manner that ensures, through protection and enhancement measures, that there is no net loss of significant habitat, wetland, woodland, or

agricultural production.

- b) The Landfill developer shall provide at least twice the amount of mitigation wetland for significant wetland lost to the project (2-to-1 mitigation). A minimum of six acres of mitigation wetland shall be provided. Wetland loss shall be mitigated through the enhancement of stock ponds and sedimentation basins, or the creation of new wetlands.

23.2 Range Management Plan. The Landfill operator shall design and develop a Range Management Plan in order to provide for continued grazing on portions of the site. The Special Buffer Area shall remain as Agricultural Preserve, and development rights shall be conveyed to the County. The buffer area and other site rangelands of the Primary Project Area not exempted for habitat protection and not in active landfill use shall be enhanced as grassland/oak woodland, and shall provide grazing for at least 270 head of cattle, approximately the same number of cattle which presently graze on the site. Stock watering ponds shall be enhanced through planting of trees and shrubs. Grazing shall be restricted for a 1 to 2 year period in order for grasses to get reestablished. It shall provide for adequate grazing range, and for native tree species such as oaks to be planted for animal protection and to replace trees removed during landfill construction, while controlling soil erosion. The plan shall be prepared in consultation with the Contra Costa County Resource Conservation District and the Agricultural Extension Service. It shall be coordinated with the Landscape Plan, the Habitat Preservation Plan, and the Erosion and Sediment Control Plan developed for the landfill facility. It shall be subject to the approval of the County Conservation and Development Department and it shall be included in the Improvements and Development Plan.

23.3 Lawlor Creek Corridor Restoration Plan. Enhancement of this riparian area shall replace habitat lost by the rerouting and covering of a portion of the unnamed drainageway within the waste placement area. This plan shall provide replacement for habitat lost to landfill construction. The Corridor Plan shall also provide screening of the landfill entrance and service facilities from Bailey Road. Livestock fencing shall be constructed around the perimeter of approximately 35 acres to exclude cattle from the riparian and oak woodland areas. Litter shall be removed from the creek and corridor, and fencing shall be established along Bailey Road to prevent unlawful disposal of trash. Riparian species of trees such as Willows, Fremont cottonwood, sycamore and other oak species, California Bay Laurel and shrubs shall be planted. The access road crossing of Lawlor Creek shall be designed and constructed in a manner that would be compatible with the aesthetics of the corridor and habitat enhancement. Installation of horizontal drainage pipes into hillsides may be provided to tap groundwater sources to improve creek flow conditions. A monitoring and maintenance program shall be established to insure wildlife

habitat values are protected. Rock dams, overhangs, splash pools and erosion control structures shall be included in the corridor plan design. The detailed restoration plan shall be developed for Lawlor Creek in coordination with the County, the California Department of Fish and Wildlife, U.S. Fish and Wildlife Service, local Audubon and California Native Plant Society representatives and other environmental organizations. A streambed alteration agreement shall be obtained if determined to be necessary by the CDF&G. A wetland modification permit shall be obtained from the Army Corps of Engineers if necessary. Implementation of the Restoration Plan shall take place during the initial development phase of the Landfill.

- 23.4 Sandstone Outcrop Area. Livestock fencing shall be constructed around the perimeter of the 72-acre sandstone area at the front of the Landfill to exclude cattle and preserve upland habitat area. Landfill personnel and construction operators shall be alerted regarding the protected area. Native trees such as Oak and California Buckeye shall be planted along the perimeter of this area. The adjoining equalization basin and toe berm shall be constructed to avoid damage to the protected area.
- 23.5 Weed Control Program. The landfill operator shall submit a weed control program to control introduced weedy species on the Landfill property as part of the Range Management Plan. The program is subject to approval by the County Conservation and Development Department. The weed control program shall include a list of noxious weeds, periodic monitoring of these species, and a weed control and removal program.
- 23.6 Phased Construction. The Landfill operator shall construct and operate the Landfill in phases in order to reduce the acute impact to vegetation and wildlife habitat. Mature trees should be removed only as needed, not more than one year in advance of module development. Black walnut and other heritage tree cuttings shall be taken with the direction of a research organization such as the University of California's botanical garden.
- 23.7 Vegetation Protection. The Landfill developer shall employ dust suppression measures to prevent damage from dust loading on vegetation. Periodic watering of vegetation adjacent to the fill working area shall be developed as part of the Range Management Plan.
- 23.8 Wildlife Exclusion and Vector Control. The Landfill operator shall construct fences around the working area of the site, limit the size of the working face, and cover refuse at least daily in order to exclude wildlife and control vectors at the working area of the site.
- 23.9 Supplemental Wildlife Surveys. The Landfill developer shall conduct additional surveys to establish the presence or indicate the absence of the

following species at the landfill site.

- a) San Joaquin Pocket Mouse. The survey shall be conducted according to USFWS recommendations. If found, the developer shall follow USFWS guidelines regarding appropriate mitigation procedures.
- b) The California Tiger Salamander and the Alameda Whipsnake. The salamander study shall take place during the rainy season. If salamanders are found to exist in the unnamed creek, they shall be trapped and released to the Lawlor Creek area. If the Alameda Whipsnake is encountered, then facilities such as the equalization basin, and the access road shall be relocated further from the outcrop area. The outcrop reserve shall be expanded to include the easternmost outcrops. Consideration shall be taken in siting facilities and any activities north of access road. Lighting shall be shielded and shall illuminate only paved areas in this vicinity.

24. BIRD AND VECTOR CONTROL

- 24.1 Bird and Vector Control Objective. The Landfill operator shall manage the facility in such a manner that prevents and controls the attraction and/or generation of birds and vectors at the site.
- 24.2 Soil Cover Frequency. See Condition 20.3.
- 24.3 Working Face. See Condition 17.17
- 24.4 Bird Control. If birds become a problem at the Landfill in the judgement of Contra Costa Environmental Health, the Landfill operator shall institute a contingency bird control program. Such a program may consist of monofilament or wire lines suspended in the air at appropriate intervals over and around the active disposal area. The Landfill operator shall retain a biologist during the initial period of operation to (1) assess the effectiveness of the monofilament line for bird control and (2) assess the effect of the line on avian predator species. If necessary, additional corrective measures shall be taken at that time. Such measures may include a reduction in the size of the working face of the landfill, the use of nets over the working face, or the use of a habitat manipulation and modification program.
- 24.5 Rodent Control. If waste compaction does not eliminate live rodents from the Landfill footprint, or if rodents (other than small numbers of field mice, etc.) occupy facility landscaping or agricultural areas, the operator shall work with the local enforcement agency to identify the reasons for the presence of rodents and make appropriate changes in operational procedures. If an eradication program is necessary, the use of alternative rodent control

programs such as sustained live trapping using nonpoisonous baits, and natural biological control shall be considered. Anti-coagulants shall be administered by a pest management professional in a manner which minimizes exposure to avian predators. Class 1 pesticides shall not be used.

- 24.6 Mosquito Control. The Landfill operator shall grade areas within the Landfill property to prevent ponding of water which could harbor mosquitos (except for sedimentation ponds and riparian habitat areas). Sedimentation ponds shall be stocked with mosquito fish unless otherwise specified by the Mosquito & Vector Control District. If a mosquito problem persists, Contra Costa Environmental Health may require the preparation and implementation of additional mosquito control measures, such as spraying of non-toxic larval suppressant.
- 24.7 Fly Control. The Landfill operator shall limit the size of the working face and shall cover refuse daily in order to prevent fly proliferation. If an eradication program is necessary, the use of a pest-control specialist shall be considered and a plan implemented pursuant to approval by Contra Costa Environmental Health.

25. LITTER CONTROL

- 25.1 Litter Control Objective. The Landfill operator shall manage the facility in a manner which confines litter to the working face of the Landfill, which prevents litter from accumulating another parts of the site, and which prevents litter from being blown off the site.
- 25.2 Load Covering. The Landfill operator shall implement a program requiring landfill users (customers) to securely containerize their load to avoid littering and exclude uncovered loads from arriving at the Landfill consistent with the requirements of Section 418-2.008 of the County Code. The program shall be subject to the approval of the County Department of Conservation and Development and Contra Costa Environmental Health. See also Condition 7.2.
- 25.3 Load Cover Enforcement. If routine enforcement of load cover requirements is not effective, the Landfill operator shall offer to contract with the Sheriff's Department to enforce regulations requiring the covering of trucks and trailers.
- 25.4 Contingency Litter Control. Under windy conditions, the Landfill operator shall cover the refuse with County approved cover materials as often as necessary to control blowing litter. Other options shall be considered as necessary, including the alignment of unloading areas away from the prevailing wind direction, increasing the number of compactors, decreasing

the active face size, and reducing the number of vehicles tipping at one time. The Contingency Litter Control measures shall be contained in the Litter Control and Prevention Program that is subject to review and approval of the Department of Conservation and Development and Contra Costa Environmental Health. Contra Costa Environmental Health shall have the authority to enforce this requirement. See Section 20.8.

- 25.5 Portable Litter Fences. The Landfill operator shall install portable fencing near the working face of the Landfill to intercept wind-blown debris.
- 25.6 Permanent Litter Fence. The Landfill operator shall install a permanent fence of wire around the current fill area of the Landfill. The location shall be subject to the approval of Contra Costa Environmental Health.
- 25.7 On-Site Litter Policing. The Landfill operator shall remove litter from the litter fences and planting screens at least once each day. On-site roads, including 500 feet of Bailey Road south of the site entrance, shall be policed at least daily. Contra Costa Environmental Health may require more frequent policing to control the accumulation of litter.
- 25.8 Off-Site Litter Policing. The Landfill operator shall provide weekly (or more frequent) litter clean-up along Bailey Road from Highway 4 to at least 500 feet south of the site entrance. Based on experience, the County Department of Conservation and Development or Contra Costa Environmental Health may modify frequency of clean-up and/or area of coverage. If wind-blown litter from the landfill reaches other properties, the Director of Environmental Health or the Director of Conservation and Development may require the Landfill operator to remove the litter and the Director(s) may require the operator to institute additional measures to prevent recurrence of the problem.
- 25.9 Littering Signs. The Landfill operator shall post signs, as determined necessary by the County Public Works Department, along access roads to the Landfill noting littering and illegal dumping laws. The Landfill operator shall post signs at the Landfill entrance noting the hours when the Landfill is open. The operator should periodically publish these laws and operating hours in mailings to Landfill clientele.
- 25.10 Clean-Up Bond. The Landfill developer shall deposit a surety bond for \$10,000 payable to the County to use for clean-up in the event of emergency or disputed littering or spills.
- 25.11 Public access. Public access to the landfill shall be prohibited unless such access is provided for special events, such as tours, open house functions or wetland field trips for local schools.

26. PUBLIC HEALTH AND SAFETY

- 26.1 Safety Objective. The Landfill operator shall manage the facility in a manner which does not impair the safety of persons living in its vicinity, Landfill users, or Landfill employees.
- 26.2 Emergency Plan. The Landfill operator shall prepare an emergency plan specified by the Solid Waste Facilities Permit and approved by Contra Costa Environmental Health. The emergency plan shall include the following:
- (a) A fire and explosion component.
 - (b) A seismic component.
 - (c) A hazardous waste spills and contamination containment component.
 - (d) An evacuation component.
- 26.3 Employee Safety Equipment. The Landfill operator shall provide or require employees to provide safety equipment, such as safety glasses, hard hats, safety shoes, gloves, coveralls, and noise reducers as required by state and federal safety agencies and Contra Costa Environmental Health.
- 26.4 Employee Training. The Landfill operator shall develop and implement training and subsequent refresher training programs covering accident prevention, safety, emergencies and contingencies ("bad-day" scenarios), gas detection, identification of hazardous materials and ground fissures, first aid, and instruction in the use of equipment. The programs shall be subject to the approval of Contra Costa Environmental Health.
- 26.5 First Aid Equipment. The Landfill operator shall provide and maintain supplies located in easily accessible areas. The first aid supplies shall be consistent with the Occupational Safety and Health Administration requirements and subject to the approval of Contra Costa Environmental Health.
- 26.6 Emergency Communications. The Landfill operator shall provide radio phones or telephones for employee use to call for medical and other emergency assistance. Phone numbers to use for outside emergency assistance shall be clearly posted on the Landfill and in other work areas. The communications system shall be subject to the approval of Contra Costa Environmental Health.
- 26.7 Emergency Eye Baths and Showers. The Landfill operator shall provide facilities for emergency eye baths and emergency showers. The facilities shall be subject to the approval of Contra Costa Environmental Health.

26.8 Equipment Maintenance. The Landfill operator shall prepare and implement an equipment maintenance program which shall be approved by Contra Costa Environmental Health prior to the commencement of operations. The program shall address transfer vehicles and other refuse-conveying vehicles stored on the site as well as the station's refuse-moving vehicles and mechanical equipment. Vehicles and equipment shall be regularly cleaned to reduce the risk of fires.

26.9 Gas Migration Monitoring. The Landfill operator shall prepare and implement a gas migration monitoring program to detect underground gas migration. Landfill buildings and paved areas within 1,000 feet of the Landfill disposal area shall be monitored unless otherwise specified in state regulations. The monitoring program shall be approved by Contra Costa Environmental Health.

26.10 Refuse Cover. See Condition 20.3.

26.11 Load Inspection. See Condition 7.1.

27. SITE SECURITY

27.1 Security Objective. The Landfill operator shall manage the facility in a manner which prevents unauthorized persons from having access to the working areas of the Landfill both during and after operating hours.

27.2 Security Fencing. The Landfill developer shall install a security fence around the perimeter of the site with lockable gated entrances and exits. The fence shall be located to minimize its visual impacts. It shall be included in the Development and Improvements Plan.

27.3 Security Staffing. The Landfill operator shall staff the Landfill 24 hours per day. Private security services may be retained when the site is not open to patrol and/or aid with investigating after hours odor complaints (see Condition 20.2) as needed.

27.4 Security Lighting. The Landfill developer shall install and operate adequate lights at the entrance area to the Landfill. The lighting shall be provided in a manner which minimizes glare to nearby residents and road users. The security lighting shall be covered in the Development and Improvements Plan.

28. CULTURAL RESOURCES

- 28.1 Cultural Resource Preservation Objective. The Landfill developer shall construct the facility in such a manner that preserves important archaeological or historic sites.
- 28.2 Employee Access. Employee access to the buffer area, the Lawlor Creek area, or the sandstone outcrop area shall be limited to duties associated with landfill maintenance. Artifact collection or vandalism in these areas shall be strictly prohibited.
- 28.3 Archaeology. The Landfill operator shall cease work in the immediate area if buried human remains or archaeological features (e.g., petroglyphs) are uncovered during construction or operation. Work in the immediate area shall cease until a qualified archaeologist is consulted and approves resumption of work. Should human remains which may be of Native American origin be encountered during the project, the County Coroner's Office shall be contracted pursuant to the procedures set forth in the Health and Safety Code. The County Conservation and Development Department shall also be notified.

29. TRANSPORTATION AND CIRCULATION

- 29.1 Traffic Objective. The Landfill operator shall manage the facility in such a manner that provides safe, efficient transport of solid waste, while minimizing impacts to County residents.
- 29.2 Access Route. Access to the landfill facility shall be via State Highway 4, and Bailey Road unless alternate routes are approved by the County Department of Conservation and Development on an interim basis. No waste-hauling traffic shall be allowed entrance to the landfill from Bailey Road south of the site. The Landfill operator shall specify use of the prescribed route in all user contracts and shall notify non-contract users of the requirement. At the request of the Board of Supervisors, the Landfill Operator shall reimburse the County for the cost of enforcement of this Condition on the access route. The Board of Supervisors may also request the Landfill operator to reimburse the City of Concord for an access control police inspection stop on Bailey Road should it become necessary to enforce this access route condition.
- 29.3 Landfill Access Road. The Landfill developer shall install a paved, two-lane access road between Bailey Road and the edge of the current working lift of the landfill. A facility parking lot, a bridge across Lawlor Creek, a 12-foot turn-around lane, and parking/turn-off lanes shall be provided. the traffic lanes shall be built to a suitable Traffic Index (between 10.0 and 10.5). The roadway shall be constructed of all-weather driving surfaces of not less than 20 feet of unobstructed width, and not less than 13'-6" of vertical clearance, to all landfill

areas within the site. The road shall not exceed 20% grade, shall have a minimum centerline turning radius of 30 feet, and must be capable of supporting the imposed loads of fire apparatus (20 tons). The access road shall be operational when the landfill opens. All costs shall be borne by the Landfill developer. The design and specifications of the roadway shall be approved by the County Public Works and Conservation and Development Department in consultation with the applicable Fire Protection District.

- 29.4 Landfill Entrance. The Landfill developer shall construct the Bailey Road entrance to the site in a manner that provides safe access into the landfill. This improvement shall include the following for proper sight distance and intersection design: a separate left turn lane at least 150 feet in length and an acceleration lane, at least 1200 feet in length, leading north on Bailey Road, away from the site. The landfill developer shall also become responsible for a traffic signal at a later date, if warranted. The County Public Works Department shall approve the design of the entrance and estimate its cost. All costs shall be borne by the Landfill developer.
- 29.5 Bailey Road, Pittsburg city limits to the Landfill Entrance. The Landfill developer shall reconstruct the sections of Bailey Road between the city limits and the landfill entrance. The reconstructed roadway shall provide the sight distance, and roadway geometrics (including shoulder widening) specified by the County Public Works Department for truck use. This shall include two twelve-foot lanes with eight-foot shoulders. These improvements shall be in place prior to commencement of landfill operations. The Landfill developer shall upgrade the pavement capacity to reflect a 20-year life (an estimated Traffic Index of 10.0 - 10.5) along Bailey Road between the Pittsburg city limits and the landfill entrance. The County Public Works Department shall approve the design of the roadway and pavement reconstruction and estimate its cost. All costs shall be borne by the Landfill developer.
- 29.6 Bailey Road Pavement Study. The Landfill developer shall conduct a study of the Bailey Road roadway from the Pittsburg city limits to the Highway 4 interchange to determine the improvements necessary to re-construct the right hand (outside) traffic lanes of the road to a 20-year pavement standard to be an estimated Traffic Index of 10.0 to 10.5. The County Public Works Department, in consultation with the City of Pittsburg, shall estimate the costs of the improvements, estimate the longevity of the existing roadway under increased traffic conditions, and determine a per-ton refuse disposal surcharge adequate to fund the improvements when reconstruction is necessary. The Landfill operator shall impose the surcharge and pay it quarterly into a segregated account established by the County. The design of the improvements, their costs, the surcharge and its disbursement shall be approved by the Board of Supervisors.

- 29.7 Road Maintenance. Subsequent to the funding of the above traffic lane upgrading improvements, the landfill operator shall impose a surcharge for the maintenance of Bailey Road between the Highway 4 interchange and the Landfill intersection. The surcharge shall be estimated by the County Public Works Department in consultation with the City of Pittsburg and shall be based on the landfill's proportionate share of traffic on the road corridor adjusted for vehicle weight and number of axles. The fees shall be paid quarterly into a segregated account established by the County. The design of the improvement, its cost, the surcharge and disbursements from the segregated account shall be approved by the Board of Supervisors.
- 29.8 Highway 4/Bailey Road Interchange. The Landfill developer shall participate in an improvements district, benefit area, or other cooperative arrangement with the County, the City of Pittsburg, and Caltrans which may be created to improve the Highway 4/Bailey Road Interchange. The developer shall be required to pay an amount for the improvements and maintenance proportionate to the traffic generated by the landfill, adjusted for truck use. If necessary, the developer shall advance the money for the interchange design and improvements. The County Public Works Department shall approve the design of the interchange and estimate its cost. The fees shall be paid quarterly into a segregated account established by the County. The design of the improvements, their costs, the surcharge, and disbursements from the segregated account shall be approved by the Board of Supervisors.
- 29.9 Peak Period Traffic Management. The Landfill operator shall prepare a study, in conjunction with the local transfer station(s) serving the landfill, for managing transfer vehicle traffic to reduce peak period conflicts with traffic on Highway 4. The study shall address the restricted departure periods from the Landfill identified in the Environmental Impact Report (6:30 - 8:30 a.m. and 3:30 - 6:30 p.m.) and shall identify any changes to the conditions of approval needed to implement a peak-period traffic reduction program. The study shall be approved by the County Public Works and Conservation and Development Departments and shall be provided with the Development and Improvements Plan. The Director of Conservation and Development has imposed the peak period traffic restrictions identified in a) and b) below. The Director of Conservation and Development may specify any additional peak period traffic restrictions deemed to be warranted. The Landfill operator shall comply with such restrictions, and shall require compliance in contracts with Landfill users.
- a) The A.M. peak period departure from the landfill shall commence at 7:10 a.m.
 - b) A three minute interval shall be maintained between waste hauling vehicles en route to Highway 4 westbound during the period of 7:10 a.m. and 8:30 a.m.

- c) Waste hauling vehicles en route to eastbound Highway 4 (the uncongested “reverse commute” direction) may be released without restriction.

29.10 Bicycle and Pedestrian Improvements. The Landfill developer shall incorporate into the Transportation and Circulation Plan a bicycle and pedestrian path system along Bailey Road in the vicinity of the landfill.

30. SITE SERVICES AND UTILITIES PLAN

Site Services and Utilities Objective. The Landfill developer shall design, develop and manage the facility in such a manner that services and utilities adequately meet the landfills requirements, while ensuring the protection of site employees, area residents, and the surrounding environment.

30.1 Final Site Services and Utilities Plan. The landfill developer shall prepare and submit a final Site Services and Utilities Plan, and obtain the approval of the County Conservation and Development Department prior to beginning construction. The Site Services and Utilities Plan shall be included in the Development and Improvements Plan. The final Site Services and Utilities Plan shall include:

- a) A water service component. (see Condition 30.2)
- b) A fire protection component. (see Condition 30.5)

30.2 Water Service Component. The Landfill developer shall prepare and implement a Water Service Component, covering available water resources, estimated total water needs and supplies, landfill construction and operation, landscaping, fire protection, employee hygiene, and human consumption water needs, and water supply sources. Potable water shall be provided for hygiene and consumption. Potable water may be trucked onto the Landfill.

30.3 On-site Water Wells. The Landfill operator shall install wells for water supply with a minimum pumping capacity of 1,000 gallons per minute, or must have on-site storage which produces this capacity. The County Conservation and Development Department and Contra Costa Environmental Health shall be furnished pumping test information which shall be submitted with the Development and Improvement Plan.

30.4 Public Water Supply Option. The Landfill operator may substitute water service from a public water supply system for the use of wells, if arrangements can be made with the Contra Costa Water District and, where applicable with the cities of Concord or Pittsburg. The water supply may be potable or non-potable. Annexation to the Contra Costa Water District probably would be

required, as well as an approval for annexation from the Local Agency Formation Commission, and would have to be obtained prior to the submission of the Water Service Plan as part of the Final Development and Improvements Plan. The size and placement at the water supply line shall be included in the Water Service Plan and shall be subject to the approval of the Contra Costa Environmental Health and Conservation and Development Departments.

- 30.5 Fire Protection Component. The Landfill operator shall develop and implement a Fire Protection Component meeting the requirements of the applicable Fire Protection District to contain and extinguish fires originating on the landfill property and off-site fires caused by Landfill operations. It shall include training for all employees. The program shall be subject to the approval of Contra Costa Environmental Health.
- 30.6 Fire District Programs. The Landfill developer shall participate in the applicable Fire Protection Districts Benefit Assessment Program and the New Development Fees program.
- 30.7 Construction Timing. Access roads and water supply systems shall be installed and in service prior to any combustible construction and/or related landfill activity. No construction, excavation, or grading work shall be started on this landfill facility until a plan for water supply system has been submitted to and approved by Contra Costa Environmental Health and the County Conservation and Development Department. Water may be transported onto the site during construction activities, but trucked water shall not be used for ongoing landfill activities.
- 30.8 On-Site Water Storage. The Landfill developer shall provide an adequate and reliable water supply for fire protection which shall include on-site storage. The storage tank(s) shall have a useable capacity of not less than 240,000 gallons of water and shall be capable of delivering a continuous flow of 1,000 gallons per minute.
- 30.9 Fire Fighting Water Main. If the Landfill developer exercises the alternative of utilizing public water supply, an above-ground main of sufficient size and quantity shall be provided, which when connected to the respective storage tank, shall be capable of supplying the required portable monitor (see Condition 30.11) with a minimum fire flow of 1,000 GPM delivered to the working face of any open cell in the landfill operation.
- 30.10 Fire Cover. The Landfill operator shall store a supply of soil nearby the working face to be used for fire suppressant. The adequacy of the cover stockpile shall be determined by Contra Costa Environmental Health in cooperation with the applicable Fire Protection District.

- 30.11 Fire Fighting Appliance. The Landfill operator shall provide a minimum of one (1) approved portable master-stream firefighting appliance (monitor) located within fifty (50) feet of each working face of any open cell in the landfill.
- 30.12 Fire Breaks. The Landfill developer shall provide and maintain firebreaks as follows: a) A minimum 100-foot firebreak around the perimeter of each landfill disposal area, b) A minimum 60-foot firebreak around the perimeter of the entire site and around any buildings or similar structures. The firebreaks shall be placed to minimize any adverse visual effects. Their locations shall be subject to the approval of the applicable Fire Protection District. The firebreaks shall be included in the Development and Improvements Plan.
- 30.13 Fire Extinguishers. The Landfill operator shall provide landfill equipment with fire extinguishers large enough to fight small fires on the equipment or on the landfill. The extinguishers and their distribution shall be subject to the approval of Contra Costa Environmental Health and the applicable Fire Protection District.
- 30.14 Use of Reclaimed Water for Landscaping. The Landfill Developer shall make every effort to use treated waste water from a district sewage treatment plant for landscape maintenance. The Landfill Developer shall report on this matter to the Conservation and Development Department.
- 30.15 Equipment and Cleaning. See Condition 20.24.
- 30.16 Smoldering Loads. The Landfill operator shall check incoming loads and direct vehicles hauling smoking or burning trash to a designated place apart from the current fill area. The loads shall be dumped immediately and the fire extinguished before the waste is incorporated into the fill.
- 30.17 Emergency Equipment Access. The Landfill operator shall designate access points for local fire protection agency access to all parts of the landfill and routes. The access points shall be included in the Development and Improvements Plan and shall be subject to the approval of the applicable Fire Protection District.
- 30.18 Smoking Prohibitions. The Landfill operator shall prohibit smoking on the landfill except in designated areas. In no event shall smoking be allowed near the working face of the landfill and the fuel storage area. Signs shall be clearly posted and enforced.
- 30.19 Toilets. The Landfill operator shall provide portable chemical toilets near the active disposal area for use of workers and drivers. Their placement and maintenance shall be subject to the approval of Contra Costa Environmental

Health.

- 30.20 On-site Septic System. Septic systems shall be designed to County Department of Health Service Standards, and State Health and Safety Code requirements. The Landfill developer shall pay for any treatment plant fees.
- 30.21 Sewer Line. In the event that the Landfill developer elects to connect to a sewer line, the developer shall pay for any capacity studies required, and any resultant equipment and/or facilities.

31. WASTE REDUCTION AND RESOURCE RECOVERY

- 31.1 Waste Reduction and Resource Recovery Objective. The Landfill operator shall manage the facility in such a manner that complies with the State's waste management hierarchy of source reduction, recycling and composting, and environmentally safe transformation and land disposal; and that is consistent with the Countywide Integrated Waste Management Plan.
- 31.2 1990-1995 Resource Recovery Program. The Landfill Operator shall participate with the transfer station(s) operators(s), route collection companies and direct haulers in designing and implementing a resource recovery and recycling program for the service area which is consistent with the goal of diverting 25 percent of all solid waste generated in the County from landfill facilities by January 1, 1995.
- 31.3 1996-2000 Resource Recovery Program. Prior to 1995, the Landfill operator shall prepare and submit for review and approval by the County Conservation and Development Department a resource recovery and recycling program for the service area covering the period from 1996-2000. This shall be consistent with the Countywide Integrated Waste Management Plan's goal of diverting a total of 50 percent of all solid waste generated in the County from landfill facilities by January 1, 2000.
- 31.4 Materials Recovery. The Landfill operator shall prepare and implement a Material Recovery Program for recovering recyclable materials (e.g. construction and demolition debris) from refuse loads brought directly to the landfill. The Program shall describe in detail all existing and proposed on-site recovery activities and the associated percent of waste diversion for each, including materials diverted for use as cover, on-site beneficial reuse as well as transported off-site (e.g. biomass facilities). The Program shall include proposed on-site recovery activities intended to handle source separated loads and comingled loads to be sorted on-site to increase diversion, if applicable. The Program shall be consistent with the Countywide Integrated Waste Management Plan. The landfill operator shall record and report the

weight of all material(s) recovered through the Material Recovery Program. Each type of recovered material being diverted must be weighed for reporting purposes. Materials accepted for beneficial reuse or ADC, which are subsequently deemed unsuitable and must therefore be disposed of, shall be weighted and reclassified for the purposes of reporting and fee calculation. Incoming quantities required to be tracked and reported by waste type and jurisdiction of origin, pursuant to Conditions 8.7 and 10.3 must accurately differentiate between the tons disposed, beneficially used on-site or sent off-site. Quarterly disposal reports must also accurately reflect the destination and tonnage of each type of recovered material sent off-site, if applicable. The Program shall be subject to the approval of the County Department of Conservation and Development.

- 31.5 Composting Project. The Landfill operator shall develop and implement a program for composting organic material. The program may occur at the landfill site, off-site or in coordination with third party(ies), and shall be approved by Contra Costa Environmental Health and the Department of Conservation and Development. The compost shall be used for landfill landscaping, cover material or other approved on-site uses; alternatively, compost can be made available or sold off-site. The purpose of the composting program shall be to implement a cost effective and feasible means of providing adequate local organics diversion capacity through large-scale composting. The composting operations shall be subject to regulatory and permitting requirements enforced by Contra Costa Environmental Health, the Air District and the Water Board. No later than January 1, 2016, the Landfill operator shall submit substantiation that they have applied for the required regulatory approvals (permits) processes necessary to conduct large-scale composting or demonstrate that arrangements are underway to implement an equivalent off-site program. The Landfill operator shall make all feasible efforts to assist the County in ensuring that there will be adequate composting capacity available to readily divert the organics waste stream generated in Contra Costa County which is currently used as Alternative Daily Cover (ADC) prior to the sunset of the ADC diversion credit on January 1, 2020.
- 31.6 Wood Chipping. The Landfill operator shall establish a program to encourage landscape services and construction/demolition debris haulers to segregate wood material for chipping and diversion from landfill disposal. The program may occur off-site, however unless and until there is on-site recovery (waste diversion as defined in the Integrated Waste Management Act) the Landfill operator shall direct these customers to deliver loads of landscaping and construction/demolition debris to facility(ies) that recover and chip wood material. The program shall be submitted for review and approval by the County Department of Conservation and Development and implemented on

an ongoing basis following approval.

- 31.7 Methane Recovery. The Landfill operator shall explore the use of methane in landfill gas collected for air pollution reduction as a fuel commodity. The operator shall report findings to the Conservation and Development Department at the time of the landfill's periodic reviews. If there is an economic use found for recovered methane, and if the County subsequently includes the use in its Integrated Waste Management Plan, the Landfill operator shall implement a methane recovery program.
- 31.8 Equipment Maintenance. The Landfill operator shall maintain motorized landfill equipment to assure maximum fuel efficiency.
- 31.9 County Resource Recovery Management Program.
- a) When directed by the County, the Landfill operator shall impose a tonnage surcharge adequate to support a County Resource Recovery Management Program. The cost of the program to be supported by the surcharge shall not exceed \$100,000 at 1987 levels. If other solid waste disposal facilities are subject to this or a similar condition, the County may pro-rate the cost of the program among them according to a formula approved by the Board of Supervisors.
 - b) As provided for in Condition 2.3, where there is an inconsistency between this condition and the terms of the Landfill Franchise Agreement which effectively suspended the collection of this Resource Recovery Management Program Fee, the terms of the Landfill Franchise Agreement shall supersede Condition 31.9 (a) until such inconsistency no longer exists pursuant to Condition 2.3(d).
- 31.10 Fund Recovery. The Landfill owner may recover funds provided to the County in advance of the opening of the Landfill through subsequent rate adjustments or surcharges approved by the County. The County may pro-rate the cost of the program among other waste disposal facilities it approves which are subject to similar conditions.

32. CONSTRUCTION ACTIVITIES AND CONDITIONS

- 32.1 Hours of Construction. The Landfill developer shall restrict outdoor construction activities to the period from 8:00 a.m. to 6:00 p.m. Monday through Saturday.
- 32.2 Exemption. The Landfill developer may request, in writing, and the Director of Conservation and Development may grant, exemptions to Condition 32.1 for specific times for cause. An example is the placing of concrete.

- 32.3 Access Roads. Before commencing landfilling operations, the Landfill developer shall install and pave the site access road from Bailey Road to the Phase I excavation area (see Initial Facilities Site Plan drawing of the Initial Development and Improvements Plan, Condition 16.1). This installation shall include the new bridge over Lawlor Creek and the turnaround lane. An area which can be used by the California Highway Patrol for vehicle inspection/weighing shall also be constructed.
- 32.4 Phasing Plan. The Landfill developer shall design a Phasing Plan setting forth a schedule of construction activities and projects, with detailed information provided on sensitive installations such as the landfill liner and the leachate collection and gas management systems. Sensitive installation projects shall be subject to inspection by the Geotechnical Inspector (Condition 23.6). The necessary installations of the Surface Drainage System (Condition 18.2) and Soil Erosion and Control Plan (Condition 18.4) shall be in place before major excavations commence in order to ensure controlled surface water runoff. Sediment in the sedimentation pond shall be monitored to control quality of runoff. Construction activities shall be timed to coincide with the dry season and low surface water flows.
- 32.5 Unstable areas. Areas determined to be unstable by the Stability Analysis performed for the landfill (condition 18.4) shall be excavated or retaining walls installed under the supervision of a Certified Engineering Geologist or a Registered Geotechnical Engineer.
- 32.6 Dust Suppression. The developer shall sprinkle or chemically treat graded areas, borrow sites, stock piles, and temporary pavements to control dust, as determined necessary by Contra Costa Environmental Health and the Bay Area Air Quality Management District.

33. CLOSURE AND POSTCLOSURE MAINTENANCE

- 33.1 Submittal of Plan. The Landfill operator shall submit to the San Francisco Regional Water Quality Control Board, the California Department of Resources Recycling and Recovery, and Contra Costa Environmental Health a plan for the closure and the postclosure maintenance of the landfill as required by State law, but no later than upon application for a Solid Waste Facilities Permit. A copy of the closure and postclosure maintenance plan shall be submitted to the County Conservation and Development Department.
- 33.2 Funding of Closure and Postclosure Maintenance Plan. The Landfill operator shall submit to the Board of Supervisors or California Department of

Resources Recycling and Recovery (CalRecycle) evidence of financial ability to provide for the cost of closure and postclosure maintenance in an amount not less than the estimated cost of closure and 15 years of postclosure maintenance as contained in the submitted closure and postclosure maintenance plan unless otherwise required by the State. Evidence of financial ability shall be in the form of a trust fund approved by the Board of Supervisors in which funds will be deposited on an annual basis in amounts sufficient to meet closure and postclosure costs when needed unless an equivalent financial arrangement is identified as acceptable to the Board of Supervisors. The Board of Supervisors determined that the State required financial guarantees approved and periodically reviewed by CalRecycle are equivalent and therefore adequate to satisfy this condition. The Landfill operator shall maintain a trust fund balance that equals or exceeds the requirements of state law or regulation notwithstanding, however, the trust fund balance shall be at least equal to the then current closure and postclosure cost estimate at such time the landfill has reached one-half of its permitted capacity. The Trust Fund balance requirement shall be appropriately adjusted if the landfill is closed in stages under Condition 33.4.

- 33.3 Revision to Plan and Cost Estimates. Should State law or regulation regarding the closure and postclosures maintenance plan or funding of the plan change at any time, the owner of the landfill shall submit any required changes to the closure and postclosure maintenance plan and/or evidence of financial ability to the Board at the same time as submittal to the applicable state or regional agency.
- 33.4 Staged Closure of the Landfill. The landfill owner or operator shall close the landfill in stages if compatible with the filling sequence and the overall closure plan.
- 33.5 Use of Landfill Following Closure. After active landfill operations have ceased, the site shall be utilized for grazing purposes. The Board may require the owner of the landfill to deed all development rights for the landfill site to the County to ensure fulfillment of this condition.
- 33.6 Postclosure Maintenance. The Landfill operator shall institute a postclosure maintenance program to ensure that containment and monitoring facilities retain their integrity. If damaged areas are found, the operator shall notify the County and take remedial actions to prevent odor and landfill gas problems.

34. ABANDONED VEHICLE STORAGE

- 34.1 Storage Requirement. The Landfill operator shall provide a minimum 10-acre area on the landfill site for the storage of abandoned vehicles awaiting

salvaging, if required by the Board of Supervisors. The storage site operator shall accept only vehicles directed to the site by a law enforcement agency operating in Contra Costa County, which shall be responsible for the vehicle until its title is conveyed to a salvager. The site would provide storage only; operations of disposing, salvaging, and security of abandoned vehicles shall not be the responsibility of the operator. The site may be subject to further planning and development approvals, and would be subject to the California Environmental Quality Act. The storage of abandoned vehicles shall be subject to conditions set by Contra Costa Environmental Health, and may be subject to the approvals of regulatory agencies having jurisdiction.

- 34.2 Off-site Storage Option. The Landfill operator may establish the abandoned vehicle storage area at another location, which shall be subject to the approval of the County Conservation and Development Department.

35. SPECIAL CONDITIONS OF APPROVAL

35.1 Transportation System Impact Fee. The Landfill operator shall pay to the County of Contra Costa a Transportation Impact Fee of \$2.00 per ton of waste received at the Landfill to mitigate the general impacts of the Landfill-generated traffic on the County's road system. The operator shall deposit the fee monies quarterly in a segregated account established by the County. The fee shall be considered to be a pass-through business cost for the purposes of rate setting. The fee shall be adjusted annually to reflect the current Consumer Price Index.



The Board of Supervisors approved Amendment 1 to Land Use Permit 2020-89 on November 1, 1994 which stayed the operation of Conditions 35.1 and 35.2 as long as the new Condition 35.8 remains in full force and operation.

- 35.2 Open Space and Agricultural Preservation Fee. The Landfill operator shall pay to the County of Contra Costa an Open Space and Agricultural Preservation Fee of \$2.00 per ton on solid wastes received at the Landfill to mitigate the general impacts of the Landfill on open space, existing and proposed recreational facilities, and agriculture. The operator shall deposit the fee monies quarterly in a segregated account established by the County. The fee shall be considered to be a pass-through business cost for the purposes of rate setting. The fee shall be adjusted annually to reflect the current Consumer Price Index.



The Board of Supervisors approved Amendment 1 to Land Use Permit 2020-89 on November 1, 1994 which stayed the operation of Conditions 35.1 and 35.2 as long as the new Condition 35.8 remains in full force and operation.

- 35.3 Property Value Compensation Program. The Landfill operator shall provide funding for the preparation of a property value compensation program study when requested by the County of Contra Costa. The study will address the

means of determining the extent of property value losses or reductions attributable to Landfill impacts, such as aesthetics, noise, traffic, or pollution, and the means of compensating property owners for said losses or reductions. When a compensation program is adopted by the Board of Supervisors, the Landfill developer shall fund it in the manner specified by the Board. If the Board of Supervisors determines that progress on the implementation of a compensation program is not proceeding in a timely manner, the Board may require the use of a facilitator and/or an arbitrator. The fee shall be considered to be a pass-through business cost for the purposes of rate setting.

35.4 Resource Recovery Program Fee.

- a) The Landfill developer or operator shall pay to the County of Contra Costa a resource recovery program fee of \$200,000 annually, beginning July 1, 1990. The developer or operator shall deposit the monies in a segregated account established by the County. The extent of the fee shall be subject to reconsideration when a franchise or agreement is established for the Landfill. The resource recovery program fee from its inception shall be a pass-through business cost for the purpose of rate setting. The fee shall be adjusted annually to reflect the current Consumer Price Index.
- b) As provided for under Condition 2.3, where there is an inconsistency between this condition and the terms of the Landfill Franchise Agreement which effectively suspended this Resource Recovery Program Fee, the terms of the Landfill Franchise Agreement shall supersede Condition 35.4 (a) until such inconsistency no longer exists pursuant to Condition 2.3(d).

35.5 Violation of Prescribed Haul Route. Upon a receiving a written determination from the County that a user of the Landfill has violated Condition 29.2 by using a prohibited access route, the Landfill operator shall impose on that user the sanction that is directed by the County. Such sanction may include a surcharge on the tipping fee, prohibition against accepting waste from that user for a designated period of time, revocation of County refuse-hauling license, or other sanction directed by the County. A system for reporting alleged violation and for monitoring enforcement data shall be established by the County and implemented by the Landfill operator.

35.6 Direct Property Acquisition Study. The Landfill operator shall study the appropriateness of direct acquisition of properties immediately adjacent to the project, and shall fund any acquisition program ordered by the Board of Supervisors. The study shall be consistent with the Environmental Impact Report and shall be completed prior to the issuance of a franchise agreement.

35.7 Adjoining Sites. This permit authorizes the use of the Keller Canyon Landfill site only for its specified waste disposal uses as set forth in these Conditions of Approval, and for no other uses. In particular, during the effective and operative periods of this Permit, the Keller Canyon site covered by this Permit shall not be used to provide access to, or to accommodate in any way the use of, any adjoining property for landfill purposes, unless the County has approved the use of such adjoining property for landfill purposes.

☆ 35.8 Mitigation Fee. The Landfill operator shall pay to the County of Contra Costa a fee, the amount of which may be set by the Board of Supervisors by a Board Order from time to time, which amount shall not be less than \$3.00 per ton and shall not be more than \$4.00 per ton, on solid waste received at the Landfill. The fee shall be used as directed by the Board in its sole discretion: 1) to mitigate general impacts of the Landfill-generated traffic on the County's road system, 2) to mitigate the general impacts of the Landfill on open space, existing and proposed recreational facilities, and agriculture, or 3) to mitigate any general impacts of the Landfill upon the surrounding community.

Conditions 35.1 and 35.2 of Land Use Permit 2020-89 are hereby stayed in their operation as long as Condition 35.8 remains in full force and operation. Should Condition 35.8 (or any portion of it) for any reason be set aside or stayed in its operation, then Conditions 35.1 and 35.2 shall be in full force and operation.

☆ *Condition 35.8 was added when Amendment 1 to Land Use Permit 2020-89 was approved. The Board of Supervisors approved Amendment 1 on November 1, 1994 which stayed the operation of Conditions 35.1 and 35.2 as long as the new Condition 35.8 remains in full force and operation.*

36. LANDFILL GAS POWER PLANT

36.1 Power Plant Design. The design of the Landfill Gas Power Plant project as approved is generally shown on the plans submitted to the Conservation and Development Department on October 16, 2001.

36.2 Ultimate Responsibility. These conditions of approval identify the Landfill Gas Power Plant operator as the party primarily responsible for implementing conditions involving the design, construction, improvements, maintenance and management of the power plant. However, ultimate responsibility for compliance with these conditions lies with the owner of the landfill.

36.3 Keller Canyon Landfill Land Use Permit. The construction and operation of the Landfill Gas Power Plant is also subject to all other conditions in Land Use Permit 2020-89 for the Keller Canyon Landfill, as appropriate.

- 36.4 Violation/Revocation. The Landfill Gas Power Plant owner and operator shall at all times comply with the provisions and requirements of these Conditions of Approval. A repeated violation of any of these Conditions as a result of the construction or operation of the Power Plant is cause for revocation of the Land Use Permit for the power plant.
- 36.5 System Safety. Risk of fire (from gas, oil, or electrical sources) shall be controlled through the use of flame sensors, ultraviolet (UV) radiation and methane detectors, and fire extinguishers. These components shall be installed at a minimum, in the power modules, exhaust and cooling packages, and other locations as required by Code.
- 36.6 Equipment and System Monitoring. Instrumentation shall be provided for all power plant equipment and systems which provide for a fully automated monitoring and warning system. This will include an automated switch to combustion flare if necessary. Additionally, routine monitoring of the gas extraction system and power plant facility shall be performed during normal business hours by at least one on-site operator.
- 36.7 Engines. Power plant facilities shall use lean burn internal combustion engines to meet BAAQMD regulations for oxides of nitrogen (NO_x), carbon monoxide (CO) and volatile organic compounds (VOC).
- 36.8 Hazardous Materials. Landfill Gas Power Plant operator shall prepare and submit a Hazardous Materials Business Plan for the Power Plant in compliance with requirements of the Hazardous Materials Division of Contra Costa County's Health Services Department.
- 36.9 Emergency Response. Landfill Gas Power Plant operator shall submit a facility specific Emergency Response Plan and then implement and update as needed, said Plan.
- 36.10 Notification of Plant Upset or Accidental Release. Landfill Gas Power Plant operator shall notify the Conservation and Development Department immediately of any plant upset or accidental leakage or release of landfill gas. A written report of the cause of any plant upset and the corrective measures taken by the facility operator, shall be provided to the Conservation and Development Department within 72 hours after resolving an emergency.
- 36.11 Stormwater Pollution Prevention Plan (SWPPP). Landfill Gas Power Plant operator shall implement the Keller Canyon SWPPP (prepared in 1996 and as may be amended from time to time), for water resources protection measures in case of spill of coolant, oil, or other lubricant.

- 36.12 Facility Design. Power Plant facilities shall be painted Bronze Olive or other suitable color as approved by the Conservation and Development Department. Power Plant operator shall install a perimeter security fence to enclose the power plant.
- 36.13 Power Plant Landscape Plan. A Landscape Plan for the Power Plant site shall be submitted subject to the approval of the Conservation and Development Department. The location and types of landscaping proposed along the security fence shall be specified.
- 36.14 Construction. Upon completion of construction, all construction materials, including packaging materials, worker facilities, and debris will be removed from the site. Additionally during construction all excess materials shall be removed periodically, as needed.
- 36.15 Material Recycling. Whenever feasible, all oils, lubricants, and coolant shall be recycled rather than disposed. Prior to issuance of a building permit, the applicant shall submit a Debris Recovery Plan. Upon completion of construction, the applicant shall submit a Debris Recovery Report.
- 36.16 Implementation & Compliance Monitoring. The operator shall provide payment for costs associated with the Conservation and Development Department's monitoring of implementation and compliance with these Conditions of Approval.
- 36.17 Surcharge. A surcharge, if established by the County Board of Supervisors, shall be paid to the County, by the operator, related to the sale of landfill gas or the sale of electricity produced by burning said gas.

History of Revisions

7/24/1990 – Original Approval

11/1/1994 – Amendment 1 (added COA 35.8)

6/25/2003 – Amendment 2 (added Section 36 "Landfill Gas Power Plant" – LP012115)

12/16/2014 – Permit Review Modification (modified conditions 20.3, 25.4, and 31.5)

9/22/2015 – Permit Review Modification (modified multiple COAs and added COAs 2.3, 8.5, 8.6, 8.7, and 8.8)

M:\Keller\LUP COAs\KCL-LUPCOA_Modification 9-22-2015.docx

EXHIBIT B

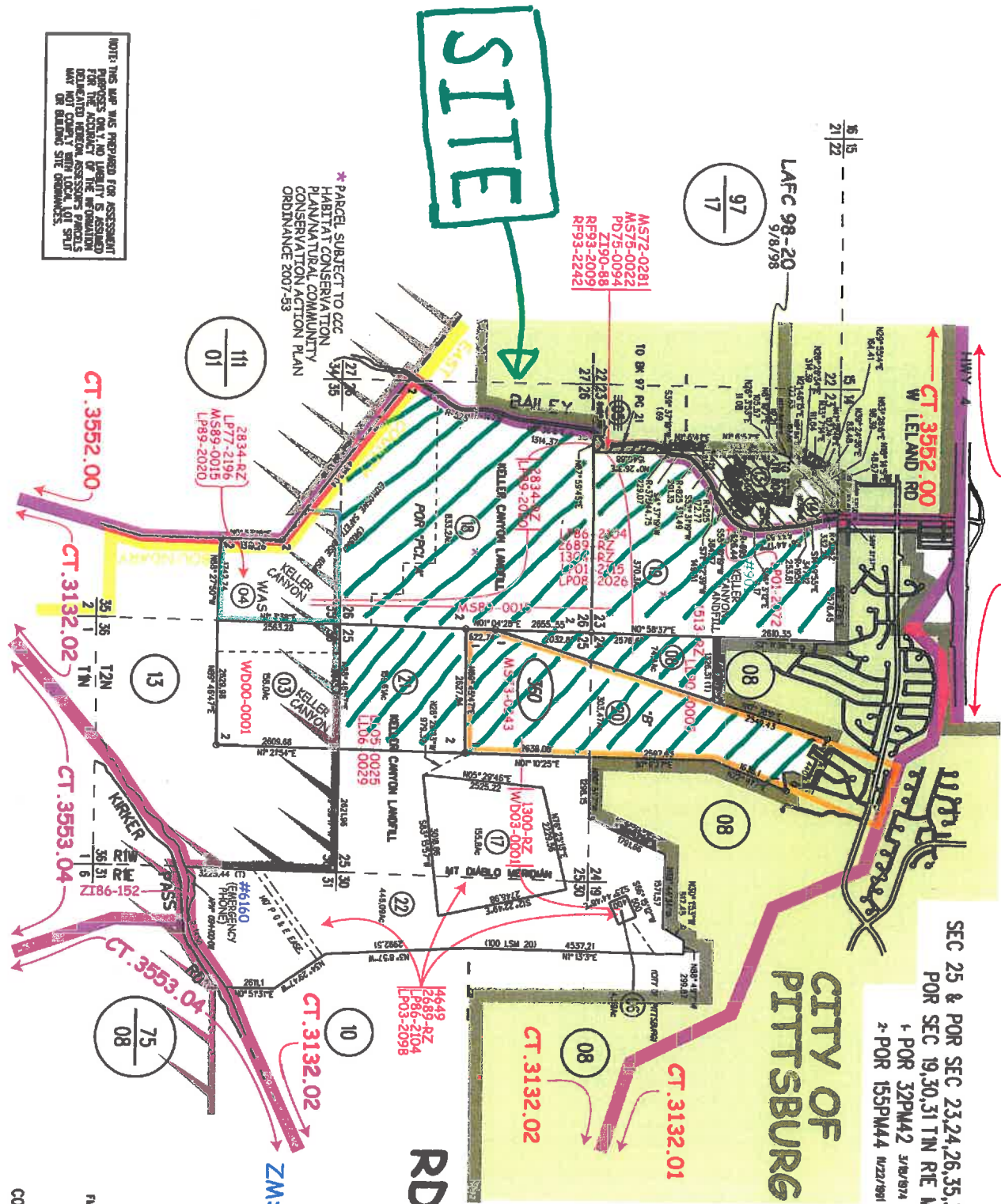


MAPS

EXHIBIT B

SEC 25 & POR SEC 23,24,26,35,36 T2N R1W &
 POR SEC 19,30,31 T1N R1E MDR&M
 1- POR 32PM42 3/8/87A MS73-243
 2- POR 15PM44 1/22/89I MS89-15

CITY OF PITTSBURG



RD. FEES

- 094 - 360 - 012
- BOOK PAGE PCL
- ZM: F-17 F-18 F-19
- G-17 G-18 G-19
- H-17 H-18 H-19
- J-18 I

360 22 62mm

NOTE: THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE INFORMATION DELIVERED HEREON. ASSESSOR'S PARCELS MAY NOT CORRELATE WITH LOCAL LOT SPLIT OR BUILDING SITE ORDINANCES.

* PARCEL SUBJECT TO CCC HABITAT CONSERVATION PLAN/ANNUAL COMMUNITY CONSERVATION ACTION PLAN ORDINANCE 2007-93



Zoning: Heavy Agricultural, A-3 / Agricultural Preserve, A-4



Scale 1:15,131
 Contra Costa Internet GIS Map
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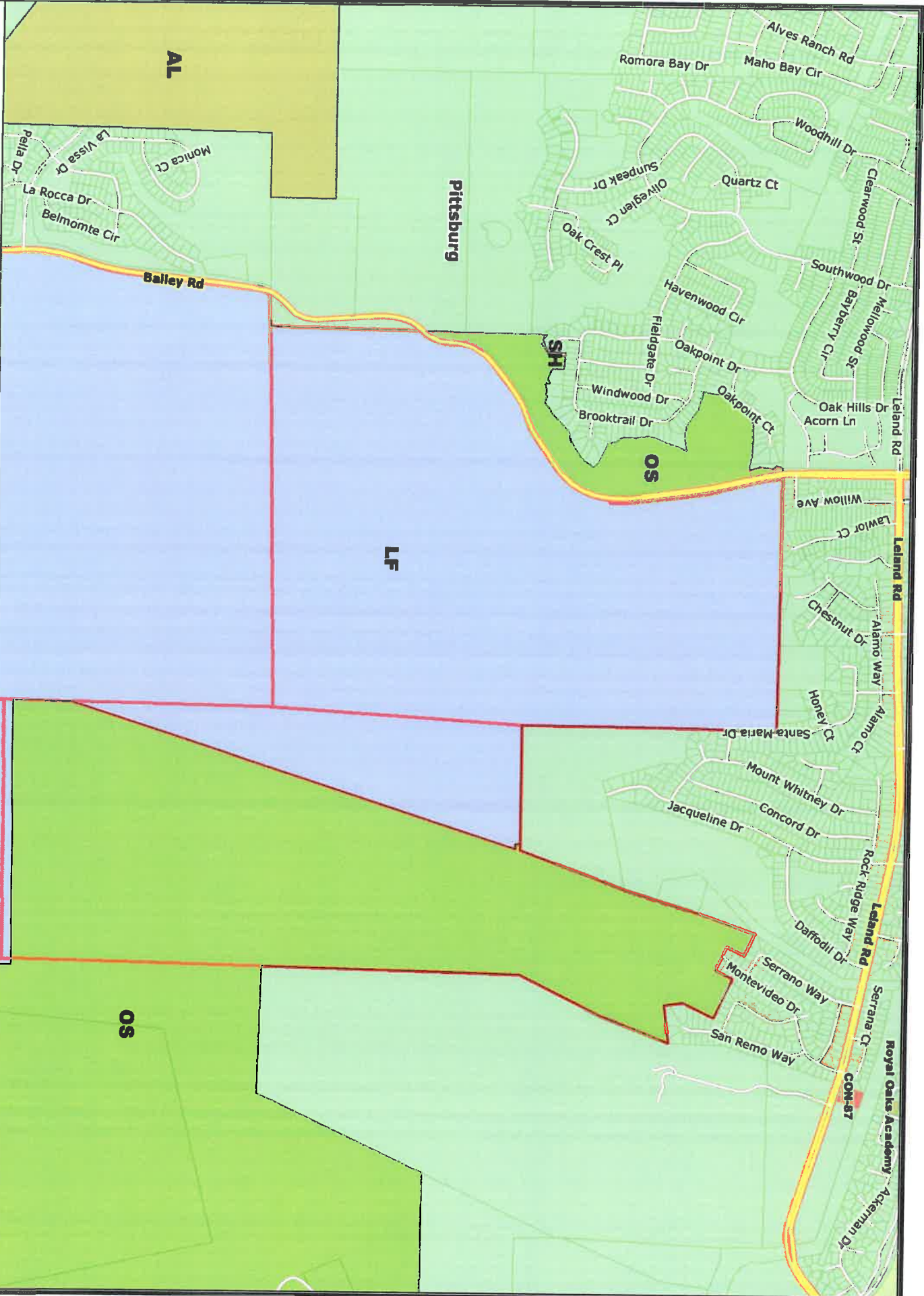
Pittsburg

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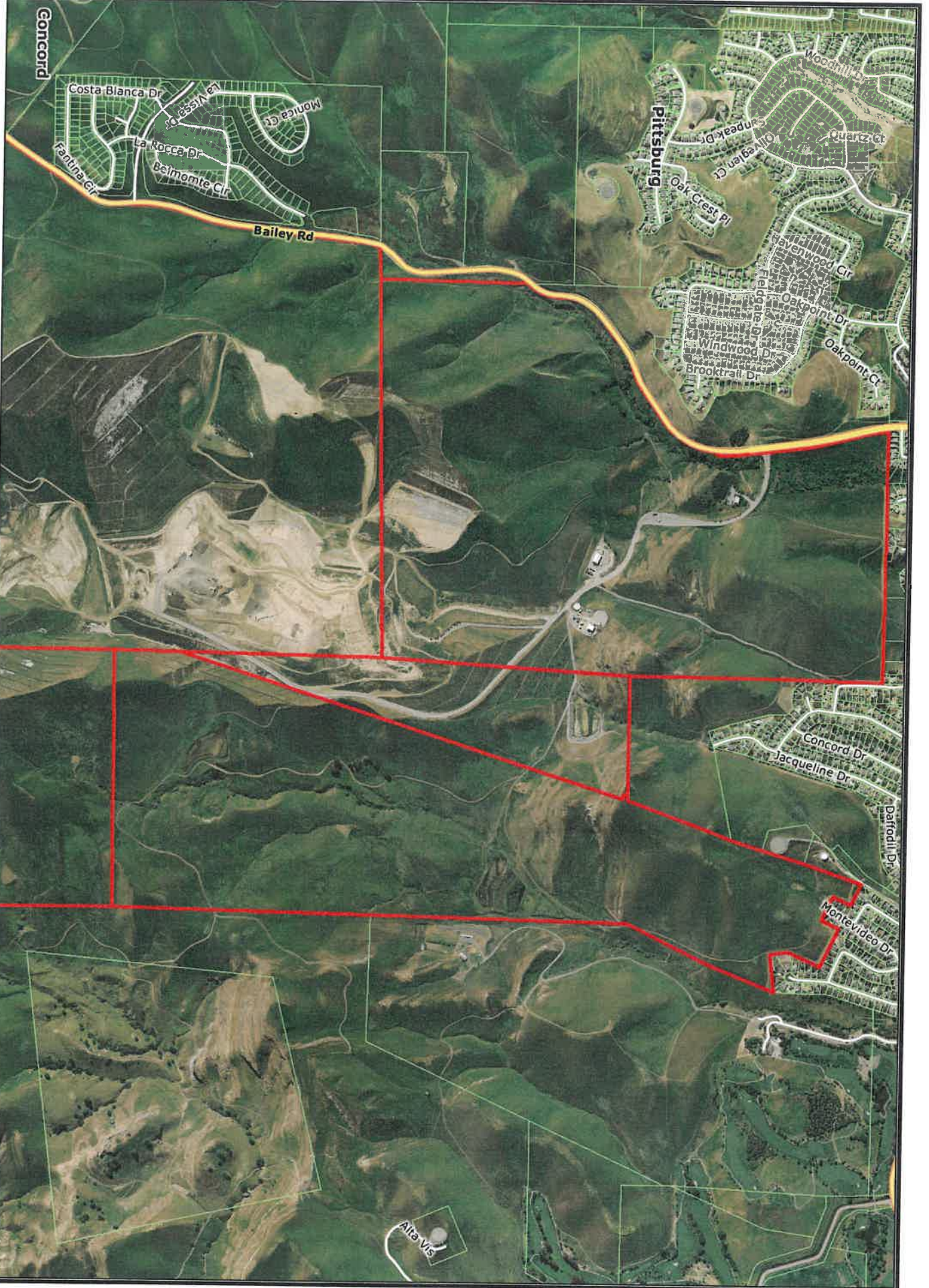
General Plan: Landfill, LF / Open Space, OS



Scale 1:15,131

Contra Costa Internet GIS Map
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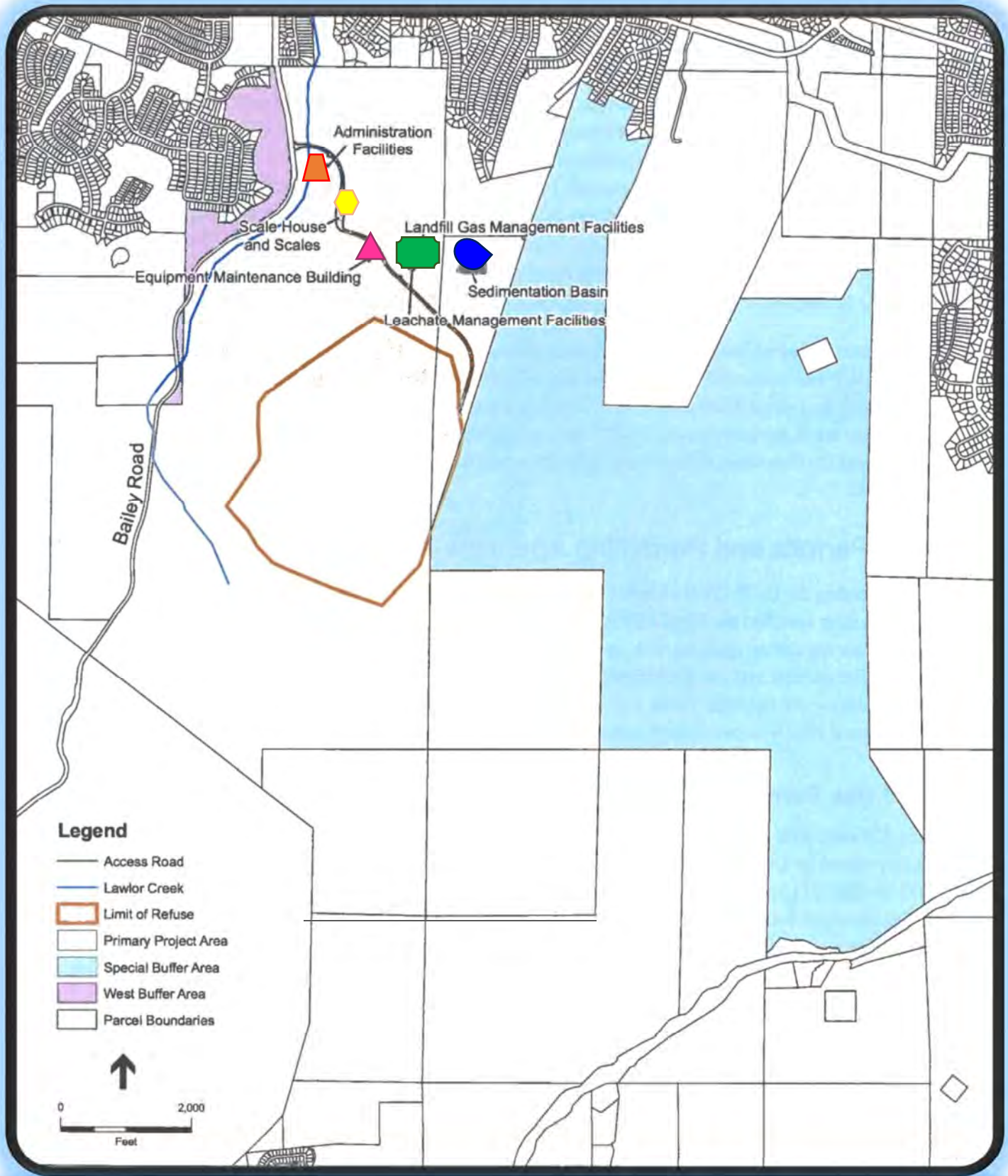


Aerial Photograph



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Contra Costa Internet GIS Map
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Keller Canyon Landfill Site Map

901 Bailey Road, Unincorporated Pittsburg
 Landfill Facilities & Disposal Area and Special Buffer Area



Keller Canyon Landfill Aerial View

901 Bailey Road, Unincorporated Pittsburg
Landfill Site and Surrounding Vicinity

EXHIBIT C



PERMIT REVIEW CRITERIA

TO: BOARD OF SUPERVISORS
FROM: VAL ALEXEEFF, DIRECTOR, GROWTH MANAGEMENT & ECONOMIC DEVELOPMENT AGENCY
DATE: June 20, 1995
SUBJECT: CRITERIA FOR REVIEW ON KELLER CANYON LANDFILL LAND USE PERMIT (LUP 2020-89)



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

RECOMMENDATIONS:

- 1. Accept the staff submittal entitled Outline of Criteria, Review of Land Use Permit Conditions for Keller Canyon Landfill (Attachment 1).
2. Adopt criteria for the review of the Keller Canyon Landfill Land Use Permit Conditions of Approval at the Board meeting of June 20, 1995.
3. Refer the Conditions of Approval for the Keller Canyon Landfill Land Use Permit to the County Planning Commission for review pursuant to the Board's review criteria.
4. Direct staff to prepare a staff report on the above referred for consideration by the County Planning Commission.

FISCAL IMPACT

No General Fund impact. The review will be paid for by the permittee as a Land Use Permit Implementation/Mitigation Monitoring Program (I/MM) cost.

BACKGROUND:

The Board of Supervisors, on June 6, 1995, determined that a review of the Keller Canyon Landfill Land Use Permit Conditions of Approval should be performed through a referral to the County Planning Commission. Accordingly, the Board directed staff to prepare criteria to guide the review and to have the criteria considered by the Board at a public meeting. Staff's submittal is the attached document entitled Outline of Criteria, Review of Land Use Permit Conditions for Keller Canyon Landfill.

CONTINUED ON ATTACHMENT: X YES

SIGNATURE: [Handwritten Signature]

RECOMMENDATION OF COUNTY ADMINISTRATOR APPROVE
RECOMMENDATION OF BOARD COMMITTEE OTHER

SIGNATURE(S):

ACTION OF BOARD ON June 20, 1995 APPROVED AS RECOMMENDED X OTHER X

Following presentation by Dennis Barry, Community Development Department, of the report on the above matter, and Board discussion of the issues, IT IS BY THE BOARD ORDERED that the recommendations 1,2,3, and 4 are APPROVED: AND THE City of Pittsburg and Browning Ferris Industries are INVITED to discuss whether to activate the Keller Canyon Landfill Advisory Committee or another process for community/citizen input in this process; and DIRECTED the Growth Management and Economic Development (GMEDA) staff to address the issue of definitions of classifications of waste.

VOTE OF SUPERVISORS

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

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

Attachment:

Contact: Charles A. Zahn (510) 646-2096
CC: Community Development Department (CDD)
County Administrator
County Counsel
County Health Services Department
Central and East County Cities
Central County Waste Management Authority
Browning-Ferris Industries
Citizens' United

ATTESTED June 20, 1995
PHIL BATCHELOR, CLERK OF THE BOARD OF SUPERVISORS AND COUNTY ADMINISTRATOR

BY: [Handwritten Signature] DEPUTY

ATTACHMENT 1

**OUTLINE OF CRITERIA
REVIEW OF LAND USE PERMIT CONDITIONS FOR
KELLER CANYON LANDFILL**

**PART I
BACKGROUND FOR REVIEW**

A. AUTHORITY

1. Land Use Permit

Condition 11.1 of Land Use Permit 2020-89 states the following:

11.1 ADMINISTRATION

Permit Review. The Board of Supervisors will hold annual public hearings to review the Conditions of Approval for this Land Use Permit for three years beginning one year after the commencement of operations of the Landfill. The Board may refer proposed changes to the Land Use Permit to the County Planning Commission for processing. Thereafter, the County Planning Commission shall hold public hearings on the Land Use Permit at three-year intervals. As a result of a review and public hearing, the County Planning Commission may recommend to the Board of Supervisors new or modified conditions to improve the public health, safety, and welfare. Nothing in this condition shall preclude the landfill owner from applying for amendments to the Land Use Permit at any time or preclude the County from addressing emergency situations or new requirements imposed by State or Federal legislation or the courts.

2. Intent of Review

B. CONTEXT FOR THE REVIEW

1. Applicable Laws and Regulations

2. **Terms of Applicable Permits**
 - a. **Solid Waste Facilities Permit (LEA)**
 - b. **Waste Discharge Requirements (RWQCB)**
 - c. **Permit to Operate (BAAQMD)**
 - d. **Other Regulatory Agency Requirements**
3. **Compliance with CEQA; Consistency with Keller EIR**
4. **Vested Rights of Permittee**
5. **Demonstration of Compelling Public Necessity**

**C. STATUS OF EXISTING LAND USE PERMIT CONDITIONS OF APPROVAL
(IMPLEMENTATION/MITIGATION MONITORING PROGRAM)**

D. COMPLAINTS REVIEW

1. **Complaints to CCDD and LEA**
2. **Complaints to Regulatory Agencies**
3. **Complaints to other Local Agencies**

E. ISSUES RAISED

1. **Construction Issues**
2. **Operating Issues (Except Special Wastes)**

3. **Special Wastes Issues**
 - a. **Direct Haul of Non-transferable MSW**
 - b. **Direct Haul of Designated Wastes**
 - c. **Contaminated Soils as Proposed Cover**
 - d. **Proposed Disposal of Asbestos Waste**
4. **Haul Route Issues**
5. **Other Transfer/Direct Haul Issues**

**PART II
REVIEW CRITERIA FOR
COUNTY PLANNING COMMISSION**

F. REVIEW CRITERIA FOR EXISTING CONDITIONS OF APPROVAL

1. **Changes Required by New Regulations**
2. **Changes Required by Court Decisions**
3. **Correction of Demonstrated Significant Health Impacts**
4. **Correction of Demonstrated Significant Safety Impacts**
5. **Correction of Demonstrated Significant Public Welfare Impacts**

EXHIBIT D



COMPLIANCE STATUS TABLE

EXHIBIT D - Compliance Status Table: Keller Canyon Landfill Land Use Permit 2020-89 Conditions of Approval

Status Types	Status Description	# of COAs
Completed	requirements were satisfied and no further action or monitoring expected. Brief remarks are provided in the adjoining Comments column.	43
Completed. On-Going	initial required action or submittal was completed and continuing landfill operations must be conducted in conformance with applicable submittal/requirements on an on-going basis.	32
Completed. Updated As Needed	submittal requirement was satisfied, but submittal addresses on-going or future activities and may be updated if/when warranted based on operating experience or requirements imposed by regulations or another permit/regulatory agency.	8
Cross-Reference	solely refers to one or more other conditions and does not contain any additional requirements.	19
Further Review Required	compliance status has not yet been confirmed pending completion of further review and/or coordination with other regulatory agencies.	0
In Compliance. On-Going	compliance with general requirements of conditions involving facility design standards, daily operations, or scheduled monitoring.	132
Informational	primarily informational and does not require specific actions.	13
In Process	applicable compliance efforts are underway but not yet completed.	0
No Longer Applicable	determined to be unenforceable or infeasible subsequent to issuance of the KCL LUP in 1990. Examples include conditions superseded by regulations; conditions that no longer apply due to U.S. Supreme Court decisions. Explanation is provided in the adjoining Comments column.	8
Not in Compliance	further action is required by the operator to fully satisfy requirement(s), includes any that were only partially satisfied but not enough to be deemed substantially in compliance.	0
Not Yet Required	no action is required of the Landfill owner/operator until such time that circumstances or events occur that are specified in the condition of approval (e.g. upon request by the County). Explanation is provided in the adjoining Comments column.	20
Objective	objectives which are intended to be achieved by complying with the conditions in that section.	13

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Notes in bold text	bolded text in the Notes column reflects UPDATES provided for this third Permit Review in 2017
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EXHIBIT D - Compliance Status Table: Keller Canyon Landfill Land Use Permit 2020-89 Conditions of Approval

Condition	Condition Description	Compliance Status	Comments
1.1	Short Title. The Keller Canyon Landfill project is henceforth referred to in this document as the Landfill.	Informational	Condition Acknowledged.
2.1	Ultimate Responsibility. The conditions of approval identify the Landfill developer as the party responsible for implementing conditions involving construction and improvements, and the Landfill operator for implementing conditions involving maintenance and management. Regardless of these identifications, the Landfill owner shall be responsible for complying with all conditions.	Informational	Condition Acknowledged.
2.2	Transfer of Ownership. The Land Use Permit for the Landfill shall run with the land; however, a new owner shall be responsible for notifying the County Conservation and Development Department of any change in ownership. A change in ownership shall be interpreted to mean the acquisition of 5 percent or more of the value of the Landfill site covered by this Land Use Permit. (It is noted that other permits may not necessarily run with the land.)	Completed. On-Going	The First Amended Landfill Franchise Agreement contains assignment requirements pertinent to a change in ownership. The Keller Canyon Landfill Company (KCLC) was owned by Browning Ferris Industries (BFI) at the time the Landfill began operations in 1992. In 1999, BFI sold/transferred KCLC and other local assets to Allied Waste Industries. In 2008, Allied Waste Industries merged with Republic Services, Inc.
2.3	<p>Assignment of Responsibility.</p> <p>a) The Board may assign the responsibility of administering specific Conditions of Approval or provisions of this LUP, such as State Minimum Standards, to County Departments or other units of government.</p> <p>b) The Board may suspend the implementation of conditions or provisions of this LUP where such conditions or provisions are inconsistent with the terms of a contract or agreement entered into between the Board and the operator or other units of government, or by the terms of a joint powers agreement where the County is a member of the joint powers agency. This would not alleviate the need to comply with the public approval process required when amending this LUP. Any Board approved suspension would automatically be nullified at such time as the contract or agreement no longer includes terms inconsistent with the specified condition.</p> <p>c) For the purposes of Condition 2.3(b), the Franchise Agreement between the County and the Landfill Owner as amended in November 1994, is an eligible contract.</p> <p>d) If no contract or agreement is in force, as referred to in Condition 2.3(b), the County retains authority to implement this LUP and all of its Conditions.</p>	Informational	UPDATE: This condition was approved by the Board of Supervisors as part of the first Permit Review by the County on September 22, 2015.
3.1	Compliance Objective. The Landfill developer and operator shall at all times comply with the requirements of laws and permits applicable to the facility. This condition is not intended to grant authority or assign responsibility to the County for the independent enforcement of regulatory and permitting requirements that fall within the primary jurisdiction of other agencies (see Condition 11.11).	In Compliance. On-Going	Operation has generally been conducted in compliance with all local, State, and federal laws and regulations. The Department of Conservation and Development (DCD) is not aware of any violations that were not corrected in a timely manner. The Landfill operator and any Vendors/operators subcontracted to work at KCL is required to comply with this LUP and all other permits with regulatory authority over landfill operations. See Condition 14.2 for a listing of approved permits.

EXHIBIT D - Compliance Status Table: Keller Canyon Landfill Land Use Permit 2020-89 Conditions of Approval

Condition	Condition Description	Compliance Status	Comments
3.2	Design Standard. The Landfill developer shall design the Landfill facility to meet the requirements of the San Francisco Regional Water Quality Control Board for a Class II waste disposal facility.	In Compliance. On-Going	KCL is a Class II waste disposal facility that has been classified by the Regional Water Quality Control Board (RWQCB) according to the provisions of Title 27, Environmental Protection--Division 2, Solid Waste Chapter 3. Criteria for All Waste Management Units, Facilities, and Disposal Sites . Keller Canyon Landfill's design, construction, and operation comply with all State Minimum Standards for solid waste handling and disposal specified in Title 27 of the California Code of Regulations (CCR). The design for each phase of the landfill is subject to RWQCB review and approval prior to construction being authorized by DCD.
3.3	State Minimum Standards. The operation and maintenance of this facility shall at all times comply with Minimum Standards for Solid Waste Handling and Disposal (California Code of Regulations, Title 14 and Title 27).	In Compliance. On-Going	In 1997, California Code of Regulations (CCR) Title 14 and 23 for the Solid Waste Facilities Permit, were modified into CCR Title 27. KCL complies with all Minimum Standards for Solid Waste Handling and Disposal. The LEA has local enforcement authority over KCL and conducts monthly inspections of the landfill site to ensure compliance with the Minimum Standards for Solid Waste Handling and Disposal. See Condition 3.10.
3.4	Land Use Permits. The Landfill developer and operator shall at all times comply with the provisions and requirements of this Land Use Permit. A violation of any of these conditions may be cause for revocation of the Land Use Permit pursuant to County Code Section 418-4.020 following reasonable written notice. Alternatively, the County has the option of issuing formal notices and assessing penalties pursuant to Section 4.19 of the Landfill Franchise Agreement or County Code Chapter 14-6, Civil Enforcement.	In Compliance. On-Going	Landfill owner/operator is in compliance with the LUP conditions of approval currently in effect. This table reflects DCD staff's assessment of landfill operator's current status of compliance for each LUP Condition of Approval.
3.5	Solid Waste Facilities Permit. The Landfill operator shall conform with all provisions and requirements of the Landfill's Solid Waste Facilities Permit, and any related directives of the California Department of Resources Recycling and Recovery (CalRecycle) or Contra Costa Environmental Health, as the Local Enforcement Agency for CalRecycle.	In Compliance. On-Going	<p>UPDATE: The Operator has demonstrated consistent compliance with conditions of the SWFP. The exceptions pertained to odor management issues related to disposal of anaerobic compost material originating from the Organic Material Processing Facility in Richmond. This material was ordered for disposal by the LEA and other regulatory agencies. A series of complaints of nuisance odors were received commencing in October 2016, continuing through January 2017. The LEA issued violations of SWFP 07-AA-0032 for odor control on October 24, 2016; December 22, 2016; and January 12, 2017. Please refer to LUP Condition 20.2 Odor Containment for additional discussion.</p> <p>The Solid Waste Facility Permit was reviewed by Contra Costa Environmental Health in 2014. The next permit review is scheduled for 2019.</p> <p>The landfill operator submitted a Report of Disposal Site Information (RDSI) and formal application for a Solid Waste Facility Permit (SWFP) on 1/3/1992 (see letter from S. Gordon (KCLC) to C. Nicholson (HSD), dated 1/3/1992. SWFP 07-AA-0032 was issued April 29, 1992, and is reviewed every five years. The last revision was in 2014. The LEA conducts monthly inspections.</p>

EXHIBIT D - Compliance Status Table: Keller Canyon Landfill Land Use Permit 2020-89 Conditions of Approval

Condition	Condition Description	Compliance Status	Comments
3.6	Class II Landfill Requirements. The Landfill operator shall at all times comply with the Class II waste disposal facility provisions and requirements of Article 3, Chapter 15 of Title 23 and Title 27 of the California Code of Regulations.	In Compliance. On-Going	In 1997, California Code of Regulations (CCR) Title 14 and 23 for the Solid Waste Facilities Permit, were modified into CCR Title 27. Title 27 allows for preparation of a <i>Joint Technical Document (JTD)</i> to include the Report of Disposal Site Information (RDSI), Report on Waste Discharge, Preliminary Closure Plan, and Postclosure Maintenance Plan. These documents formerly were submitted separately.
3.7	Other Regulatory Agencies' Requirements. The Landfill operator shall at all times comply with the provisions and requirements of other regulatory agencies having jurisdiction over the facility.	In Compliance. On-Going	The landfill operator has generally been in compliance with all facility permits. There is no history or evidence of on-going non-compliance with other permits of other agencies with regulatory jurisdiction over landfill design and operations.
3.8	Utilities, Service Districts, and Government Agencies' Requirements. The Landfill developer or operator shall at all times comply with the regulations and requirements of utilities, districts, or agencies which have jurisdiction over the installation of improvements or provide services to the landfill.	In Compliance. On-Going	UPDATE: There were alleged violations of the SWFP related to nuisance odors. The LEA issued violations on October 24, 2016; December 22, 2016, and January 12, 2017. Please see COA 20.2 Odor Containment for discussion. There were no recorded permit violations in 2015 and 2016. The Landfill Operator was in compliance with all facility permits during this time period.
3.9	Notice Coordination. The Landfill operator shall notify the Department of Conservation and Development (DCD) in writing at the time any report is submitted to other agencies concerning the design, operation, and maintenance of the Landfill. Copies shall be made available or mailed to DCD offices at 30 Muir Road in Martinez upon request.	In Compliance. On-Going	UPDATE: All reports submitted to agencies in 2017 have been sent to DCD either electronically or in hardcopy form. Original compliance with this condition was approved by CDD on 10/15/1991. See Community Development Department Memo, V. Conklin to C. Zahn, dated 10/15/1991, and as updated through 10/25/1991. Copies of all reports concerning landfill design, construction, operation, and maintenance that are submitted to other agencies are available upon request. Reports submitted to some agencies are available on-line (e.g. RWQCB – Geotracker).
3.10	Monitoring and Inspection. All monitoring reports and results of inspection or analysis shall be made available to the Contra Costa Environmental Health and Conservation and Development Departments. Any indication of an emergency or other serious problem relating to public health and safety shall be reported at once.	In Compliance. On-Going	The landfill operator coordinates with both CCEH and DCD in reporting any potential problems relating to public health and safety. All monitoring and inspection reports are on-file at the Landfill owner/operator's office and available for review by interested agencies during normal business hours. Inspection reports produced by County Environmental Health and CalRecycle are posted and available on-line. Contra Costa Environmental Health operates as the solid waste Local Enforcement Agency (LEA) for the California Department of Resources Recycling and Recovery (CalRecycle) with the primary responsibility to ensure correct operation and closure of solid waste facilities in the State of California, including the proper storage and transportation of solid wastes. The LEA enforces SWFP #07-AA-0032 for Keller Canyon Landfill. Also see comments in condition of approval 14.2.

EXHIBIT D - Compliance Status Table: Keller Canyon Landfill Land Use Permit 2020-89 Conditions of Approval

Condition	Condition Description	Compliance Status	Comments
3.11	<p>Master Chart. The Landfill operator will maintain for reference a master chart showing schedules and results of preparation, operation, monitoring and reporting in all major phases of the facility.</p>	Completed. On-Going	<p>An initial Master Chart was approved by CDD in 1991. An update of the original development plan for the landfill prepared in 1991 was necessitated by changes that occurred from landfill operations and site development. A Conceptual Master Plan for the landfill was submitted to CDD in July 2002. The Master Plan was comprehensive and addressed important aspects of landfill design and operation. The Master Plan also demonstrated that the original permitted air space volume of 75 million cubic yards was maintained after landslide repairs and other site development.</p> <p>Landfill development sequencing for the remaining lifespan of the landfill was prepared consisting of eight (8) groupings of phases. The phases within the first two groupings, collectively known as Phases 1 and 2 respectively, had all been completed by 2002. Currently the Phase 3 is being implemented. A revised development plan for the remaining undeveloped portions of the landfill was presented in Figure 8 of the Master Plan. The revised plan accounts for mitigation of landslides, stability of containment systems and waste mass, and other design and operations parameters required to meet regulatory requirements.</p> <p>Over time, a Master Chart as described in this condition has been superseded by modern computerized project management systems. Similar information is already conveyed in periodic reports on landfill activities and site development that are submitted to regional/state agencies (copies provided to the County and also available for review during normal business hours).</p> <p>See Community Development Department Memo, V. Conklin to C. Zahn, dated 10/15/1991, and as updated through 10/25/1991.</p>
4.1	<p>Validity Period. The Landfill developer shall install pre-requisite improvements and open the Landfill for receiving refuse within three years of the final approval of the project's Solid Waste Facilities Permit. This validity period shall be tolled while any appeal filed by parties other than the Landfill developer is pending. The Landfill developer may request from the Director of Community Development one or more one-year extensions of the Land Use Permit. If the Land Use Permit is not implemented within the specified time, it shall become null and void. The Director of Community Development may allow each one-year extension if the Director finds that there are changed circumstances which warrant the consideration of changes to the Conditions of Approval.</p>	Completed	<p>The Contra Costa County Board of Supervisors approved LUP 2020-89 on July 24, 1990.</p> <p>The Solid Waste Facility Permit was issued on April 29, 1992. KCL became operational on May 7, 1992, within the specified time period of this condition.</p>
4.2	<p>Operative Date. This Land Use Permit is valid upon approval by the Board of Supervisors. However, it shall not become operative until and unless the permittee (landfill owner, etc.) first obtains and the Board of Supervisors grants a franchise to or approves an agreement with permittee (see Section 13, Franchise Agreements).</p>	Completed	<p>The original Franchise Agreement was issued on December 4, 1990. The Franchise Agreement was amended on September 13, 1994 as the First Amended Landfill Franchise Agreement. Amendment No. 1 to the First Amended Franchise Agreement was executed on November 1, 1994. Amendment No. 2 to the First Amended Franchise Agreement was executed on February 27, 1996.</p>
5.1	<p>Area of Origin. The Landfill operator shall not refuse to receive eligible wastes or cover materials which originate in Contra Costa County provided such wastes or materials are delivered to the facility in accordance with these Conditions of Approval and the landfill's Solid Waste Facilities Permit, and provided that the required governmental fees are paid. Rate setting requirements are specified in the Landfill Franchise Agreement and Section 12 of this Land Use Permit.</p>	No Longer Applicable	<p>Judicial and legislative decisions have since overturned restrictions on disposal in local landfills to protect from too early filling. Waste origin restrictions were also nullified through the First Amended Franchise Agreement in 1994. The Board of Supervisors authorized KCL to accept certain special handling wastes (non-hazardous and non-toxic) originating outside of Contra Costa County pursuant to guidelines for direct haul originally approved by the Board on 10/27/1992. See report to the Board of Supervisors dated December 7, 1993 and approved on December 14, 1993.</p>

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Condition	Condition Description	Compliance Status	Comments
5.2	Out-of-County Wastes. <i>INVALIDATED BY LEGISLATURE</i>	No Longer Applicable	The prohibition on import of waste from outside the County was rendered No Longer Applicable by U.S. Supreme Court decisions in June 1992 that reinforced that solid waste is a business commodity subject to federal commerce clause protection.
5.3	Sub-County Service Area. If there is more than one Class II or Class III landfills operating in Contra Costa County, the Board of Supervisors may establish sub-County service areas for each on a temporary or long-term basis. If the Board has established a sub-County service area for the Landfill, the operator shall not accept waste for disposal from outside such area.	Not Yet Required	Sub-County service areas have not been established.
5.4	Reciprocal Capacity Agreement. The Landfill operator shall receive waste from outside Contra Costa County if in accordance with the terms and conditions of a Reciprocal Capacity Agreement entered into by Contra Costa County with another county. Waste shall be received upon reasonable notice to the Landfill operator and the Board of Supervisors and direction by the Board to the Landfill operator as to the terms and conditions under which the waste will be received. The Board may specify disposal charges which are applicable only to the waste received under the Reciprocal Capacity Agreement.	Not Yet Required	Reciprocal Capacity Agreements with other jurisdictions have not been established.
5.5	Pre-Requisite Curbside Recycling Program. The Landfill shall not admit for disposal waste loads from communities which do not have an eligible curbside recycling or equivalent program as determined by the Department of Conservation and Development. An eligible program shall recover a range of recyclable materials consistent with a curbside recycling program operating pursuant to a Board of Supervisors approved franchise agreement. The Board of Supervisors has the discretion to identify additional factors to be considered when determining eligibility. The Board retains the authority to approve community programs previously deemed to be ineligible by the Department of Conservation and Development.	In Compliance. On-Going	<p>UPDATE: A recent review of waste accepted by origin in 2016/17, by the landfill operator and DCD staff, revealed that all of the jurisdictions had an acceptable curbside recycling program, either certified in the CalRecycle database or verified by jurisdiction. Staff reviewed disposal reporting data that showed over 99% of the disposed tonnage came from jurisdictions within the Bay Area. Bay Area cities and municipalities have well established curbside recycling programs in place. Waste was accepted for disposal from the following jurisdictions outside of the nine county Bay Area: City of Chico; Unincorporated Merced County, City of Tracy, City of Scotts Valley, and City of Santa Cruz.</p> <p>The landfill operator uses CalRecycle's database of certified curbside recycling programs as a means of determining if a community has curbside recycling in place. Operator intends to institute a pre-acceptance procedure to ensure verification of curbside recycling occurs prior to loads being accepted from new jurisdiction.</p>
6.1	Eligible Wastes. The Landfill operator shall allow only wastes eligible for disposal in a Class II facility, as defined by the Regional Water Quality Control Board to be admitted to the land-fill. The wastes admitted to the landfill shall also be consistent with the Solid Waste Facilities Permit (07-AA-0032), administered by Contra Costa Environmental Health, and consistent with the 1990 Environmental Impact Report and Board of Supervisors' policies and approvals (including the Board of Supervisors conditional authorization in 1992-93 to accept special wastes and limited direct haul – see Conditions 8.5 through 8.7) and these conditions of approval. To the extent allowed by law, the Board of Supervisors may direct the Landfill operator not to accept wastes that do not meet State and County policies and regulations.	In Compliance. On-Going	<p>UPDATE: No ineligible waste was accepted in 2015, 2016, or 2017 to-date.</p> <p>Signage is posted at the gate and scale house outlining all prohibited material.</p>

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Condition	Condition Description	Compliance Status	Comments
6.2	<p>Designated Wastes. The Landfill operator shall allow only those designated wastes (as defined in Section 20210 of Title 27, of the California Code of Regulations and Section 13173 of the California Water Code) approved for this facility by the San Francisco Regional Water Quality Control Board, and shall be consistent with the waste types allowed for disposal pursuant to Condition 6.1. The Board of Supervisors may designate special rates for this waste to the extent allowed pursuant to the terms of the Landfill Franchise Agreement.</p>	In Compliance. On-Going	Facility is in compliance with regulations in Title 27 of the CCR and conditions related designated wastes. On December 14, 1993, the Board of Supervisors authorized KCL to accept certain designated wastes (special handling wastes, that are non-hazardous and non-toxic) originating outside of Contra Costa County, subject to specific conditions related to volume limitations, rates, waste inspection, and laboratory testing among others. See Recommendation from Val Alexeeff, GMEDA Director, to the Board of Supervisors dated December 7, 1993. The Board approved as recommended on December 14, 1993. Many of these designated wastes have since been incorporated into the SWFP as described in Condition 6.1 Eligible Wastes above.
6.3	<p>Infectious Wastes. The Landfill operator shall accept only those infectious wastes identified in, and disposed of in accordance with the Solid Waste Facilities Permit.</p>	In Compliance. On-Going	All potentially infectious waste are disposed of in accordance with Section 14 Prohibitions of the SWFP.
6.4	<p>Ineligible Wastes. The Landfill operator shall not allow the following wastes to be disposed at the landfill:</p> <ul style="list-style-type: none"> a) Hazardous or toxic wastes. b) Radioactive wastes. c) Liquid wastes, other than utility sludges meeting Regional Water Quality Control Board requirements. d) Other ineligible wastes specified in the Solid Waste Facilities permit administered by the Contra Costa Environmental Health. 	In Compliance. On-Going	<p>UPDATE : No ineligible wastes were accepted at the landfill since the 2016 permit review.</p> <p>All incoming loads are routinely screened in accordance with the most recent Load Check Program (updated in September 2013) and Condition 17j (Hazardous Waste Screening) of the SWFP. See Condition 6.1 & 7.1.</p>
6.5	<p>Emergency Use. If the service area of the Landfill is determined to be a sub-area of the County, the County Department of Conservation and Development or Contra Costa Environmental Health may allow legal waste originating in areas of Contra Costa County, other than those stipulated in Section 5, to have access to the landfill for periods up to 180 days on an emergency basis. The department(s) may grant one extension for no longer than 180 days. The Board of Supervisors may allow the emergency use of the landfill to continue for any time period deemed necessary.</p>	Not Yet Required	Sub-County service areas have not been established.
6.6	<p>Hazardous Waste Screening and Management. See Section 19.</p>	Informational	This condition cross-references to another LUP condition.
6.7	<p>Area of Origin Restrictions. See Section 5.</p>	Informational	This condition cross-references to another LUP condition.

Condition	Condition Description	Compliance Status	Comments
7.1	<p>Eligible Vehicles and Loads. The Landfill operator shall screen loads to limit to the extent practicable the intake of ineligible waste. Prior to receiving waste, the Landfill operator shall prepare in writing a program for identifying eligible vehicles and screening loads at the Landfill entrance, random sampling and inspection for ineligible wastes, and checking loads at the Landfill disposal area. The Load Inspection program shall include inspection for hazardous wastes and procedures for their handling and off-site disposal consistent with the Contra Costa County Hazardous Waste Management Plan. The program shall be subject to the approval of Contra Costa Environmental Health and the County Conservation and Development Department.</p>	In Compliance. On-Going	<p>CCEH reviewed and approved the Load Check Program as part of the LEA's 2014 review of the RDSI. DCD received and reviewed the Program and no deficiencies were identified.</p> <p>The Eligible Vehicles and Loads Program was developed to conform with the requirements of 27 CCR, Section 20870, and the WDRs [Wastes and Their Classification (Part 11)] for KCL. The Eligible Vehicles and Loads program is designed to identify and remove hazardous and prohibited wastes from the waste stream coming to the landfill. Incoming wastes are verified based on visual inspection, questioning by staff, physical assessment, and waste characterization analysis. If an incoming load is suspected of containing ineligible waste, based on the visual inspection, the hauler will be questioned by landfill personnel about the contents of the load. If there is still a question about the acceptability of the waste, the hauler will not be permitted to unload the waste.</p> <p>The original Load Check Program, dated April 25, 1993 was approved by the Health Services Department and CIWMB as part of the RDSI pursuant to issuance of the SWFP. The Load Check Program was revised in September 2013. Condition 17j (Hazardous Waste Screening) of the SWFP specifies procedures for hazardous waste inspection. Landfill personnel are trained in the implementation of identifying non-eligible vehicles and ineligible waste. Ineligible hazardous waste materials are not accepted at the landfill per conditions in this LUP and the SWFP. A Health Services Department Memo from C. Nicholson to C. Zahn (CDD) dated 3/10/1992, states this condition was reviewed and certified.</p> <p>Also see Condition 19.4.</p>
7.2	<p>Load Covering. The Landfill operator shall spot check all incoming waste-hauling vehicles for proper covering or containerization consistent with the requirements of Section 418-2.008(a) of the County Code. The operator shall identify any waste loads which are susceptible to littering or leakage because of the lack of covering, inadequate covering, or disrepair of screens, covers or containers. Customers delivering any such waste loads shall be required to provide evidence that corrective actions have been taken to effectively cover and contain waste loads (e.g. waste adequately secured with covers and containers in good repair) in order to be eligible to deliver waste loads in the future. Landfill operator shall track and report applicable details about the occurrences and corrective actions taken to the County Department of Conservation and Development annually.</p>	In Compliance. On-Going	<p>Republic Services removed the "How's My Driving?" stickers from their trucks and replaced them with "Together for Safer Roads" stickers. Incidents of litter bounce out from Republic trucks can still be recorded using the truck number which identifies every truck, and using the local phone number printed on all trucks. Republic Services is a member of Together for Safer Roads, an organization made up of private sector companies dedicated to improving traffic safety on the nation's roads. Republic is implementing a program of Best Practices for its fleet of vehicles related to road safety management, safer roads and mobility, safer vehicles, and safer road users. Republic trucks and trailers are numbered. Complainants must call Keller directly to report concerns.</p> <p>Every incoming load is inspected to ensure all waste-hauling vehicles are covered; waste loads are screened for excessive littering and inadequate covering. Transfer vehicles with inadequate screens or containers are repaired as they are identified. Republic's trucks should have phone number for others to call if litter is observed so corrective actions are taken in a timely manner (like "How's my driving"). Also see Condition 25.3.</p> <p>On May 14, 1991, the Board of Supervisors amended County Ordinance Code 91-26 (Requirements for Vehicles Transporting Refuse codified as Chapter 418-2) to require all waste-carrying vehicles transporting refuse to solid waste facilities in the County to have their loads covered. On September 9, 1991 the Board of Supervisors approved additional recommendations that included but was not limited to requiring DCD to include off-site litter policing in new permits for waste disposal and processing facilities; and directed County staff to work with the Sheriff's Department and California Highway Patrol to assure enforcement of covered load and anti-littering requirements.</p>

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Condition	Condition Description	Compliance Status	Comments
8.1	<p>Eligible Vehicles. The Landfill operator shall admit only the following refuse transport vehicles:</p> <ul style="list-style-type: none"> a) Transfer station trucks (vans). Transfer stations shall have a Waste Management Program, which includes hazardous waste screening and resource recovery operations. Program may be subject to the approval of the Board of Supervisors if deemed necessary for consistency with the Countywide Integrated Waste Management Plan. b) Demolition and construction material trucks hauling debris that would not be recycled or otherwise diverted from disposal if processed at a local Transfer Station. There are waste reduction requirements that apply to such wastes generated by businesses and industries, therefore the operator shall assist the County to help ensure compliance with such requirements or goals through implementation and compliance with Conditions 8.5 – 8.7. c) Incinerated sewage sludge-hauling trucks originating at utilities. d) Sewage and water treatment plant sludge and other byproduct trucks with loads complying with San Francisco Regional Water Quality Control Boards solids-to-liquid requirements. e) Trucks hauling Designated Wastes approved for this landfill by the Regional Water Quality Control Board. f) Other specialized waste transport trucks, hauling wastes identified in the Landfill's Solid Waste Facilities Permit which cannot be feasibly processed to increase diversion through a Transfer Station. 	In Compliance. On-Going	Only eligible vehicles, as outlined in this condition and/or the operating permits, are allowed admittance into the Keller Canyon Landfill. In-county waste origin requirements of this condition are unenforceable as a result of U.S. Supreme Court decisions in June 1992 (see also the First Amended Franchise Agreement in 1994). See Condition 5.1.
8.2	Service Area Restriction. See Section 5.	Cross-Reference	This condition solely cross-references another LUP section. See Section 5.
8.3	Emergency Exemption. See Condition 6.5.	Cross-Reference	This condition solely cross-references another LUP condition. See Condition 6.5.
8.4	Reciprocal Use Exemption. See Condition 5.4	Cross-Reference	This condition solely cross-references another LUP condition. See Condition 5.4.
8.5	<p>Direct Haul. Only wastes in the prescribed vehicles which would not be recycled or otherwise diverted from disposal if processed through a local transfer station may be considered for direct haul pursuant to the Procedures specified in Condition 8.6. At least once per year, the Landfill operator shall submit an updated list of waste and material types recovered prior to transfer for disposal at the landfill if contained in loads delivered to any of the local transfer stations open to the public. The annual list shall be subject to the review and approval of the Department of Conservation and Development and is intended to be used when screening direct haul eligibility pursuant to Condition 8.6(g). Loads containing materials that will be used as cover or otherwise beneficially reused on-site and treated as diversion under the Integrated Waste Management Act may be direct hauled without going through a transfer station.</p>	In Compliance. On-Going	<p>UPDATE: New Conditions 8.5 – 8.8 pertaining to direct haul became effective on March 22, 2017, as part of the initial KCL Permit Review conducted in 2014/15 and approved by the County Board of Supervisors. Since March 22, 2017, KCL ceased acceptance and disposal of direct haul loads of waste types identified as recoverable at transfer stations.</p> <p>The Annual Ineligible List for Direct Haul (Ineligible List) was submitted in early 2017. After staff review and comment, a revised Ineligible List was submitted and approved on March 20, 2017.</p>

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Condition	Condition Description	Compliance Status	Comments
8.6	<p>Direct Haul Procedures. Direct haul process and materials shall be consistent with the Solid Waste Facility Permit (No. 07-AA-0032), this LUP, and applicable policies adopted by the Board of Supervisors including those identified in 8.6(k) below. The operator shall ensure new customers receive information consistent with i) and j) prior to gaining access to the site. The operator shall conduct screening procedures specified in a) through h) prior to allowing customers to direct haul waste/material loads to the landfill. Operator shall provide written confirmation that eligibility has been demonstrated consistent with these procedures prior to loads being accepted for disposal. Operator shall summarize results of direct haul eligibility screening completed each quarter in the direct haul reports required under Condition 8.7.</p> <p>a) Name of company and physical location at which the waste or material was generated. b) Complete description of waste including chemical analysis and solids-to-liquid ratio when appropriate. c) Description of originator’s in-house waste inspection program(s) to ensure screening for hazardous and/or toxic materials or originator’s written confirmation that their practices comply with uniform waste inspection program prepared by the Landfill operator. d) Description of volume and expected frequency of waste to be hauled and a description of the specialized waste transport vehicle(s) to be utilized. e) Description of the waste originator’s in-house waste reduction and recycling program(s) or originator’s written confirmation that their practices comply with a uniform waste reduction and recycling plan to be prepared by Landfill operator and approved by the Department of Conservation and Development. f) Originator’s or transporter’s affirmation to adhere to County imposed haul route and peak hour hauling restrictions. g) Written confirmation by the Landfill operator that the waste or material is not on the approved annual list described in condition 8.5, and h) Written waste eligibility determination from Keller Canyon Landfill Company based on a) through g) above. i) Requirements of Keller Canyon Landfill Company describing contract for landfill use, rules and regulations of the landfill (e.g. on-site speed limit), prescribed haul route, load inspection program, driver training program, and any other such information as required. j) Requirements for proper load covering or containerization and consequences for non-compliance specified in Condition 7.2. k) Any other information required by the Director of Conservation and Development, or by the actions of the Board on August 11, 1992 October 27, 1992, November 24, 1992, August 17, 1993 and December 14, 1993.</p>	In Compliance. On-Going	<p>UPDATE: New Conditions 8.5 – 8.8 pertaining to direct haul became effective on March 22, 2017, as part of the initial KCL Permit Review conducted in 2014/15 and approved by the County Board of Supervisors. Since March 22, 2017, KCL ceased acceptance of direct-hauled mixed C&D for disposal.</p> <p>The operator has submitted the direct haul quarterly reports required under COA 8.7 that incorporates Direct Haul Procedures required in this condition.</p>
8.7	<p>Direct Haul Reports. The Landfill operator shall submit quarterly direct haul reports to the Department of Conservation and Development. The quarterly reports shall contain details about all direct haul loads, including the date accepted, customer (company) name, waste type, tonnage, location and jurisdiction of waste/material origin (city and county) and end use (disposal, cover or other on-site beneficial reuse). Summarized results of all direct haul eligibility screening conducted during each period shall be submitted in conjunction with the quarterly waste origin reports. The quarterly reports shall also identify the total tonnage of municipal solid waste (Class III waste) received that quarter, total tonnage of Class II wastes received that quarter, and the percentage of total waste received which is characterized as Class II. If determined necessary by DCD, additional reporting information or more frequent reporting may be required in the future.</p>	In Compliance. On-Going	<p>UPDATE: New Conditions 8.5 – 8.8 pertaining to direct haul became effective on March 22, 2017, 18 months from the September 22, 2015 approval by the County Board of Supervisors as part of the initial KCL Permit Review conducted in 2014/15.</p> <p>The operator has submitted a Direct Haul Report for the first and second quarters of 2017 to DCD and is working with DCD staff on the finalization of data compilation and reporting to meet requirements of this condition of approval.</p>

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Condition	Condition Description	Compliance Status	Comments
8.8	<p>Emergency Direct Haul. In the event that a natural disaster or other emergency prevents the timely processing of wastes through a transfer station before disposal at the landfill, such waste or loads may be considered for direct haul. The landfill operator shall submit a written request to the County Department of Conservation and Development when circumstances or conditions warrant, or may warrant, emergency direct haul to the landfill. The landfill operator shall not proceed with emergency direct haul until written approval has been provided by the Director of the Department of Conservation and Development. The landfill operator shall submit an incident report describing the basis for emergency direct haul and the contingency actions taken.</p>	Not Yet Required	<p>UPDATE: New Conditions 8.5 – 8.8 pertaining to direct haul became effective on March 22, 2017, as part of the initial KCL Permit Review conducted in 2014/15 and approved by the County Board of Supervisors. Since March 22, 2017, circumstances or conditions have not warranted emergency direct haul to Keller Canyon Landfill.</p>
9.1	<p>Hours of Operation. The Landfill operator shall not open the landfill to receive waste loads before 7:00 a.m. or after 7:00 p.m. Refuse shall be covered by 7:30 p.m. at which time working lights shall be extinguished. Entry and security lights shall be dimmed at 7:30 p.m. Other hours of operation, within those parameters, may be specified by Contra Costa Environmental Health or in the Landfill's Solid Waste Facilities Permit. Special loads may be received at other times in accordance with procedures established by Contra Costa Environmental Health or the Department of Conservation & Development.</p> <p>The Director of Conservation and Development may administratively shorten or extend the hours of operations prescribed above after consultation with the Landfill operator, Contra Costa Environmental Health, and the City of Pittsburg, after holding a public hearing to obtain the comments of other interested parties. To shorten the hours of operation, the Director of Conservation and Development shall find that the changes are needed to mitigate substantial noise, traffic, or similar impacts arising from the operation of the Landfill which were not known when this Land Use Permit was adopted. To extend the hours of operation, the Director of Conservation and Development shall find that longer hours will not cause traffic, noise, glare, or similar impacts of Landfill operations to substantially increase in the vicinity of the Landfill. Exceptions to this limitation may be granted in response to natural disasters or other emergencies if deemed warranted by the Director of Conservation and Development if required to address any applicable officially declared disaster.</p>	In Compliance. On-Going	<p>Hours of operation and control of on-site lighting are in compliance as specified in this condition. There have been no shortening of hours due to unforeseen impacts arising after the LUP was issued. No waste is accepted after 7:00 P.M. The required daily cover is completed by 7:30 P.M. All stationary lights are extinguished by 7:30 P.M.</p>
9.2	<p>Operating Days. The landfill shall remain open for operation six days a week except on Holidays. It shall close on Sundays. Exceptions to this limitation may be granted in response to natural disasters or other emergencies if deemed warranted by the Director of Conservation and Development.</p>	In Compliance. On-Going	<p>The facility is open six days a week and closed on Sundays as specified in this LUP condition; Specification 5b. of the SWFP; and Condition #17309 part 1 of the Major Facility Review permit issued by the BAAQMD.</p>
9.3	<p>Maximum Daily Tonnage. The landfill may accept for disposal a maximum of 3,500 tons of refuse per day. The Board of Supervisors shall review and revise, if necessary, the maximum allowable tonnages per day. If the Board establishes sub-County service areas, maximum tonnages for each landfill may be prorated to reflect their service areas. The Board may increase the maximum daily tonnages, if necessary, to reflect Reciprocal Capacity Agreements or emergency measures. Exceptions to this limitation may be granted in response to natural disasters or other emergencies if deemed warranted by the Director of Conservation and Development. The Landfill operator shall submit quarterly reports to the Department of Conservation and Development solely showing daily waste tonnage accepted for disposal.</p>	In Compliance. On-Going	<p>UPDATE: The maximum daily tonnage limit of 3,500 was not exceeded in 2015, 2016, or 2017 to-date.</p> <p>KCL is in compliance with the maximum daily tonnage limit of 3,500 specified in this LUP condition; Section 5c and Condition 17m of the SWFP; and Condition #17309 part 2(a) of the Major Facility Review permit issued by the BAAQMD. Tonnage records are submitted to County DCD and CCEH and are available for review. Sub-County services areas have not been established.</p>

EXHIBIT D - Compliance Status Table: Keller Canyon Landfill Land Use Permit 2020-89 Conditions of Approval

Condition	Condition Description	Compliance Status	Comments
9.4	Minimum Buffer Zone. The Landfill developer shall reserve a minimum buffer of 2,000 feet from the closest place of permanent waste placement to the closest existing residence on Jacqueline Drive.	In Compliance. On-Going	The Minimum Buffer Zone of 2,000 feet was established and is maintained per this condition.
9.5	Special Buffer Area. No residential housing shall be permitted at any time in the special buffer area. See Condition 23.2.	In Compliance. On-Going	The Special Buffer Area continues to be under Williamson Act contract (Contra Costa County, 2008) and is zoned A-4, Agricultural Preserve. No residential housing has been constructed in the Special Buffer Area. Application submitted for oil and gas well permit to drill a well in the Special Buffer Area (094-360-010) in June 2003.
9.6	Dedication of Special Buffer Area. At the time of the submission of the landfill's Development and Improvement Plan, pursuant to Government Code Section 7050, the landfill owner shall offer to dedicate the fee title of the land within the Special Buffer Area to the County of Contra Costa for recordation. The County may accept the fee title and complete the dedication subsequent to the opening of the landfill for the disposal of waste. In making the offer of dedication the Landfill owner may reserve the rights to carry out mitigation programs required by these Land Use Permit Conditions of Approval, and as may be further detailed in implementation plans required to be prepared by these Conditions within the Special Buffer Area. The Landfill operator may perform grading and make installations, such as drainage ditches within the Special Buffer Area related to the landfill facility, provided that the grading and installations are consistent with the approved final Development and Improvements Plan and do not impair the capability of the Area to accommodate agricultural grazing and provide habitat mitigation consistent with these Conditions of Approval. Similarly, the Landfill operator shall be allowed to carry out closure and post-closure activities related to the landfill or the Special Buffer Area provided that such activities are consistent with a County-approved closure plan and with the uses of the land allowed by these Conditions of Approval. The County may require the Landfill operator to maintain the Special Buffer Area, subsequent to dedication, at the operator's expense. Maintenance shall include security, weed control, erosion control and the provision of fire trails.	Completed	The landfill operator submitted a letter to the County Board of Supervisors with an Offer to Dedicate on October 23, 1991. The County Board of Supervisors formally accepted the dedication offer in the form of a Board Order "Acceptance of Development Rights for Special Buffer Area, Keller Canyon Landfill" recorded on November 19, 1996. No waste disposal has occurred in the Special Buffer Area. Limited site development occurred consistent with the Dedication of Development Rights of the Board Order and Report of Disposal Site Information and Final Development and Improvements Plan. This site development has not impaired the Special Buffer Area's capability to accommodate grazing or habitat mitigation. The Dedication of the Special Buffer Area reserves the rights of the landfill owner to carry out mitigation programs required by LUP conditions and/or other permits. Offer letter substantiated by CDD on 10/23/1991. See Community Development Department Memo, V. Conklin to C. Zahn, dated 10/15/1991, and as updated through 10/25/1991.
10.1	Volume Estimation. The Landfill operator shall prepare reports annually estimating the remaining landfill site life (years) and capacity (cubic yards and tons). Reports shall be submitted to the Department of Conservation and Development by March 1st of each year. The Landfill operator shall also submit an initial topographic map prior to receiving wastes.	In Compliance. On-Going	Topographic maps, color aerial photos, and capacity absorption are completed annually. and are available for review by interested agencies during normal business hours. Aerial surveys are required under Condition 17r of the SWFP which is enforced by the LEA. DCD receives landfill capacity and estimated volume of waste in place on an annual basis which is used to satisfy an annual reporting requirement enforced by the State.
10.2	Scales. The Landfill developer shall install certified scale(s) at the landfill to weigh incoming and outgoing trucks. A weigh-ing program, subject to approval by the County Department of Health Services and Director of Weights and Measures, shall be implemented to monitor incoming wastes.	In Compliance. On-Going	Certified scales were installed prior to commencement of landfill operations See County Certificate of Inspection dated 4/23/1992. The weighing program was approved by the Health Services Department prior to landfill operations (see Memo from C. Nicholson to C. Zahn, CDD dated 3/10/1992).

EXHIBIT D - Compliance Status Table: Keller Canyon Landfill Land Use Permit 2020-89 Conditions of Approval

Condition	Condition Description	Compliance Status	Comments
10.3	<p>Waste Characterization. The Landfill operator shall participate with transfer station operators serving the landfill in a tracking and reporting program to characterize incoming wastes by generator (customer) name, type, amount, and originating community and perform detailed load inspections on vehicles according to a program specified by the Department of Conservation and Development. Reports shall be submitted to the Department of Conservation and Development on a quarterly basis on or before the landfill reporting deadlines specified in the Disposal Reporting regulations (Title 14).</p>	In Compliance. On-Going	<p>The facility coordinates with transfer station operators on waste characterization as required by the County and the State’s Disposal Reporting System regulations. Waste characterization reports are prepared quarterly and submitted to DCD as required under this condition. A new Condition 8.7 has been added which addresses reporting for waste not processed through transfer stations.</p> <p>See letter from KCL dated 4/25/1992 for initial Waste Characterization Program.</p>
11.1	<p>Permit Review. The Landfill operator shall submit reports to the Department of Conservation and Development summarizing the compliance status for these Land Use Permit Conditions of Approval annually unless otherwise specified by the Director of Conservation and Development. The Board of Supervisors will hold annual public hearings to review the Conditions of Approval for this Land Use Permit for three years beginning one year after the commencement of operations of the Landfill. The Board may refer proposed changes to the Land Use Permit to the County Planning Commission for processing. Thereafter, the County Planning Commission shall hold public hearings on the Land Use Permit at three-year intervals. As a result of a review and public hearing, the County Planning Commission may recommend to the Board of Supervisors new or modified conditions to improve the public health, safety, and welfare or in response to court decisions or regulatory changes. Nothing in this condition shall preclude the Landfill owner from applying for amendments to the Land Use Permit at any time or preclude the County from addressing emergency situations or new requirements imposed by State or Federal legislation or the courts.</p>	In Compliance. On-Going	<p>UPDATE: This LUP Compliance Review table contains DCD staff input as well as information provided by the landfill operator to satisfy this annual compliance status report requirement in accordance with the County Board of Supervisor's direction of staff to proceed with the third annual permit review.</p> <p>Operator applied for an Amendment to the LUP in 2008 which is in process under County File Number LP08-2026. The Subsequent EIR for the proposed LUP Amendment is currently on hold at landfill operator's (Applicant) request.</p>
11.2	<p>Local Advisory Committee. The Department of Conservation and Development shall organize, and the Landfill developer shall participate in a local advisory committee, consisting of elected representatives of local residents and neighborhood associations, to comment and advise on the development of the landfill and its operations. The Board of Supervisors may sanction the Local Advisory Committee as an official County committee. The committee shall be established as soon as reasonably possible after the Board of Supervisors' approval of this Land Use Permit, if such approval is forthcoming. Meetings shall be initiated following the approval of a Land Use Permit and shall be held at least quarterly through the first two years of landfill operation. Subsequently, meetings may be held annually, but with the provision for meetings on call by the chair or the written request of 3 or more members unless otherwise specified by the County Board of Supervisors. Contra Costa Environmental Health shall be notified at least 10 days in advance of all meetings. Subjects for consideration at meetings will include, but shall not be limited to safety and emergency procedures, landfill fill-related traffic problems, screening of visual impacts and problems of litter, odor, and noise control. Meeting agenda also may include discussion of reports on the landfill construction, operation and maintenance. The Landfill operator shall provide reasonable access to the landfill arranged through the Conservation and Development Department. A surcharge on the tipping fee may be used to fund the advisory group's operations.</p>	Completed	<p>Currently inactive due to action taken by the County Board of Supervisors on ?. The last meeting took place on February 28, 1995. Landfill personnel periodically conduct site tours of the facility for the local community and make presentations to the Bay Point Municipal Advisory Council upon request.</p>

EXHIBIT D - Compliance Status Table: Keller Canyon Landfill Land Use Permit 2020-89 Conditions of Approval

Condition	Condition Description	Compliance Status	Comments
11.3	<p>Insurance and/or Bonding. The applicant shall provide the insurance and bonds specified by the units of government having approval authority over the project. The applicant/operator is obligated to comply with additional County specified insurance and bonding requirements pursuant to Article 12 of the First Amended Landfill Franchise Agreement. Subjects may include continuity of landfill operation, non-compliance, emergency measures, construction performance, landscaping and closure.</p>	In Compliance. On-Going	<p>The landfill operator provides proof of insurance and bonds annually to the Department of Conservation and Development.</p> <p>The filing was substantiated by CDD on 10/25/1991. See Community Development Department Memo, V. Conklin to C. Zahn, dated 10/15/1991, and as updated through 10/25/1991. Insurance requirements are specified in Article 12 of the First Amended Landfill Franchise Agreement approved by the County in 1994. See also Condition 25.10.</p> <p>The only agency that required a bond at project approval was the Regional Water Quality Control Board. A Mitigation Bond of \$500,000 (Bond No. 98370) was filed by KCLC with the Regional Board. Landfill facility Insurances and bonds are updated annually according to inflation rates set by CalRecycle. Bonds are updated for closure, post-closure, and corrective action.</p>
11.4	<p>Notification Program. The Landfill operator shall prepare and implement a program to notify potential customers and periodically remind existing customers of the landfill's opening and closing times, and the conditions of its use, including waste reduction and recycling requirements, load covering requirements, site access regulations, truck maintenance to conserve fuel and a detailed list of prohibited hazardous wastes and alternative disposal options. Customers shall also be notified and periodically reminded of waste acceptance eligibility criteria so that refuse loads containing materials on the list approved annually pursuant to Condition 8.5 are not being brought directly to the landfill. The program should be prepared in conjunction with the operator(s) of the transfer station(s) serving the landfill consistent with the Board of Supervisors' policies on direct haul (see Conditions 8.5 through 8.7). It shall be approved by the County Department of Conservation and Development.</p>	Completed. On-Going	<p>Notification requirements of this condition are included in sales, customer service, and special waste service agreements/business contracts with users and potential users of the landfill. Signage of operating hours and conditions, conditions of use, and other requirements are posted at the facility entrance. Additionally, the back of every ticket issued to customers at the gate specifies unacceptable waste, and the actions that can be taken by the landfill operator at its sole discretion in the event a customer attempts to deliver unacceptable waste. The applicable waste reduction and recycling requirements can be found in Conditions 5.5 and 8.6.</p>
11.5	<p>Development Coordinator. The Landfill owner shall provide a fund to support a County Landfill Development Coordinator, if the County establishes the position, through the period of construction and landfill operations. The Coordinator shall be a staff member or a consultant. The owner shall make quarterly advance payments.</p> <p>The Landfill developer and operator shall provide such information as the Development Coordinator may require to review plans and installations under the purview of the County, except that any requirements for additional studies shall be subject to the approval of the County's Director of Community Development.</p>	In Compliance. On-Going	<p>UPDATE 2016: The landfill operator was not asked to fund a Development Coordinator since the last Permit Review in 2014/15.</p>
11.6	<p>Compliance and Mitigation Monitoring Program. The Landfill operator shall fund the County Department of Conservation and Development's program for monitoring of compliance with these Conditions of Approval and the Environmental Impact Report's mitigation monitoring program.</p>	In Compliance. On-Going	<p>The landfill operator continues to reimburse County DCD staff for costs associated with LUP administration and enforcement.</p> <p>Landfill owner provides funds to support County staff of the DCD and CCEH as required by this condition of approval.</p>
11.7	<p>Pre-Annexation Notification. If the Landfill owner decides to request annexation of the Landfill to a city, the owner shall notify the Board of Supervisors at least 180 days in advance of filing any application for such annexation. The Board may require the Landfill owner to consult with it or County staff to determine how solid waste management programs specified in these Conditions of Approval would be carried out subsequent to annexation. In no case shall the annexation relieve the Landfill operator of the financial responsibilities, including payment to the County of mitigation fees, specified in these Conditions.</p>	Not Yet Required	<p>Landfill owner has not requested annexation of the landfill property to a city.</p>

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Condition	Condition Description	Compliance Status	Comments
11.8	Fee and Surcharge Identification. The Landfill operator (permittee) shall not identify the costs of public agency (County, etc.) fees, charges, or surcharges on bills and receipts issued to landfill users without first obtaining the specific written approval of the County.	In Compliance. On-Going	This Landfill owner is in compliance with this condition. No costs of public agency (County, etc.) fees are identified on customer invoices.
11.9	Interpretation of Conditions. The Community Development Department Director is authorized to interpret these Conditions in the event that any clarification is needed.	Informational	Condition Acknowledged.
11.10	Conditions Requiring Franchise. Conditions of Approval 4.2, Operative Date, and 13.4, Franchise Agreement Requirement, require a franchise or agreement to be established by this County. All of the terms of said franchise or agreement shall be subordinate to these Conditions of Approval, and these Conditions of Approval shall control in the case of any conflict unless otherwise provided for pursuant to Condition 2.3. There shall be no need to amend these Conditions of Approval or the franchise in the event of such a conflict.	Completed	Original Franchise Agreement was issued on December 4, 1990. The Franchise Agreement was amended on September 13, 1994 as the First Amended Landfill Franchise Agreement. Amendment No. 1 to the First Amended Franchise Agreement was executed on November 1, 1994. Amendment No. 2 to the First Amended Franchise Agreement was executed on February 27, 1996.
11.11	Regulations Enforced by Other Agencies. Several of these Conditions of Approval relate, paraphrase or summarize laws and regulations which are imposed and enforced by other governmental agencies which have jurisdiction over particular aspects of this project. It is this Board's intent in adopting these Conditions of Approval to provide the applicant and the public with an overview of the scope of regulation applicable to this project and to provide this County with the authority to exercise enforcement power if deemed necessary in response to violations of such laws and regulations enforced by other agencies. Unless specifically stated in the Conditions of Approval, however, it is not this Board's intent to establish rules or regulations which are stricter than the laws or regulations which are applied to this project by the other agencies with jurisdiction over aspects of this project. If another agency primarily responsible for some aspect of this project finds that any action or inaction is in compliance with, or violates, any such law or regulation, that finding shall be conclusive. If these Conditions of Approval require some approval by any other agency and that agency declines to approve or disapprove the subject matter, such approval shall be deemed to have been given for purposes of these Conditions of Approval.	Informational	Condition Acknowledged. The Department of Conservation and Development is not aware of any approval Keller has sought which was denied by a regulatory agency.
11.12	Required Expenditures. This Board does not intend, by requiring the applicant to fund various measures, to make any decision regarding whether or not, or how, any expenditures incurred may be recovered through the rate structure or otherwise by the applicant. Any such decision by this Board shall be reserved for its consideration in the franchise or agreement. No inference regarding this issue is to be drawn from this Board's use of any particular terminology in these Conditions of Approval.	Informational	Condition Acknowledged.
11.13	Designation of Authority. In any instance where a Condition of Approval provides that this Board will decide or act upon a certain matter, this Board may delegate the initial decision making or action with respect to that matter to the Director of Conservation and Development or such other designee as this Board determines to be appropriate, provided that there shall be a right of appeal to this Board from any decision to the Director of Conservation and Development or other designee.	Informational	Condition Acknowledged.

EXHIBIT D - Compliance Status Table: Keller Canyon Landfill Land Use Permit 2020-89 Conditions of Approval

Condition	Condition Description	Compliance Status	Comments
12.1	<p>Rate Approval.</p> <p>a) The Board of Supervisors may at its discretion review and approve all rates charged by the landfill operator at the landfill to the extent allowed by the terms of the applicable Franchise Agreement. The rates established by the Board shall be the maximum rates.</p> <p>b) The landfill operator shall at all times maintain on file with the County, a current schedule of Base Rates and Gate Rates charged to each customer as required in Section 6.6 of the Landfill Franchise Agreement.</p> <p>c) As provided for in Condition 2.3, where there is an inconsistency between the requirement(s) of this or any other rate setting Condition in Section 12 and the terms of the Landfill Franchise Agreement which granted the operator sole discretion over setting the base gate rate charged to customers, the terms of the Landfill Franchise Agreement shall supersede the applicable language in Condition 12.1(a) and 12.2 - 12.6 until such inconsistency no longer exists pursuant to Condition 2.3(d).</p>	In Compliance. On-Going	Applicable conditions and provisions of rate review and approval are implemented through the Franchise Agreement. See Condition 11.10.
12.2	<p>Rate Review. If the Board of Supervisors elects to review and approve rates, it should be done annually in accordance with the rate review procedure established by the County. More frequent review of rates may occur if requested by the landfill operator and if the Board determines that changing circumstances warrant such review. The Board may also review rates more frequently if the Board determines that it is in the public interest to do so pursuant to the terms of the Franchise Agreement for the landfill.</p>	No Longer Applicable	Applicable conditions and provisions of rate review and approval are implemented through the Franchise Agreement. See Condition 11.10.
12.3	<p>Form and Content of Rate Review Application. The landfill operator shall submit its rate application in a form and content as specified by the County. The Landfill operator shall provide any relevant rate and cost information requested by the County. Such application may require the landfill operator to submit the application on forms and/or using computer software provided by or specified by the County. The County shall have the right to inspect and audit all records of the landfill operators which support its rate review application.</p>	No Longer Applicable	Applicable conditions and provisions of rate review and approval are implemented through the Franchise Agreement. See Condition 11.10.
12.4	<p>Rate Application Guidelines. The rate application shall be designed to ensure reconciliation of rates with audited company financial statements; detailed year-to-year cost comparisons; documented guidelines for allowable expense categories, accounting methodologies, allowable management costs and other cost elements; unit usage and unit cost data on major expense items; calculation and reporting of company productivity statistics by cost category; and full documentation of assumptions and source materials. The rate application process shall also provide for comparative rate surveys with other similar operations.</p>	No Longer Applicable	Applicable conditions and provisions of rate review and approval are implemented through the Franchise Agreement. See Condition 11.10.

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Condition	Condition Description	Compliance Status	Comments
12.5	<p>Financial Statement. The landfill operator shall maintain full and complete accounting records in conformity with generally accepted accounting principals applied on a consistent basis. A financial statement for the proceeding fiscal year, in such form and providing such information as the Board may require, shall be submitted with each rate review application. The financial statement shall be prepared and certified by a Certified Public Accountant currently licensed to practice in the State of California. The County, through a Certified Public Accountant appointed by the County for that purpose, shall at all reasonable times have the right to inspect and audit the records of the landfill operator that supports the financial statements. The County reserves the right to determine which records are relevant.</p>	No Longer Applicable	Applicable conditions and provisions of rate review and approval are implemented through the Franchise Agreement. See Condition 11.10.
12.6	<p>Scope of Rates. The Board of Supervisors may require that the landfill operator include in its rates collection for purposes other than disposal including but not limited to, charges for funding of inspections, charges relating to origin of waste such as out-of-county waste, franchise or agreement fees, closure and postclosure maintenance of other landfills, solid waste management programs such as general litter pick-up, abandoned vehicle removal, solid waste planning, and any other conditions of approval.</p>	In Compliance. On-Going	Applicable conditions and provisions of rate review and approval are implemented through the Franchise Agreement. See Condition 11.10.
13.1	<p>Franchise Compliance and Agreement. The Landfill operator shall be subject to the terms and conditions of any franchise or agreement established by the Board of Supervisors. A draft franchise or agreement shall be submitted with or before the Final Development and Improvements Plan.</p>	Completed. On-Going	The original Franchise Agreement was issued on December 4, 1990. The Franchise Agreement was amended on September 13, 1994 as the First Amended Landfill Franchise Agreement. Amendment No. 1 to the First Amended Franchise Agreement was executed on November 1, 1994. Amendment No. 2 to the First Amended Franchise Agreement was executed on February 27, 1996.
13.2	<p>Assignment. The landfill operator and the landfill owners shall not assign or subcontract the franchise or agreement, any part of the franchise or agreement or any obligation of the franchise or agreement without written prior consent of the Board of Supervisors. Unless otherwise specified in the franchise agreement, the term "assignment" shall include any dissolution, merger, consolidation or reorganization of the landfill's ownership or the sale or other transfer of the controlling percentage of the owner's stock in the landfill or the sale of 51% of the value of the assets of the landfill's owners.</p>	Completed. On-Going	Condition Acknowledged.
13.3	<p>Contents. The franchise or agreement may contain such provisions as the Board deems necessary, including but not limited to complete indemnification of the County, liability insurance by type and amount, performance bond by type and amount, rights of the County to acquire ownership of the landfill, funding for mitigation and reimbursement of County costs, funding for closure or post-closure costs, franchise or agreement fee fees) rate review and approval procedure and determination of and consequences of breaches of the franchise.</p>	Completed. On-Going	The original Franchise Agreement was issued on December 4, 1990. The Franchise Agreement was amended on September 13, 1994 as the First Amended Landfill Franchise Agreement. Amendment No. 1 to the First Amended Franchise Agreement was executed on November 1, 1994. Amendment No. 2 to the First Amended Franchise Agreement was executed on February 27, 1996.
13.4	<p>Requirement. Permittee shall not establish, operate or carry on the business of a solid waste facility pursuant to this permit unless and until it has been first granted a franchise (or entered an agreement with the Board of Supervisors).</p>	Completed. On-Going	The original Franchise Agreement was issued on December 4, 1990. The Franchise Agreement was amended on September 13, 1994 as the First Amended Landfill Franchise Agreement. Amendment No. 1 to the First Amended Franchise Agreement was executed on November 1, 1994. Amendment No. 2 to the First Amended Franchise Agreement was executed on February 27, 1996.

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Condition	Condition Description	Compliance Status	Comments
13.5	<p>County Discretion. Notwithstanding any other provision of this Permit, Permittee acknowledges that the County's discretion to grant or deny one or more said exclusive, non-exclusive or otherwise franchises or similar agreements is not limited or abridged in any manner by this Permit; and that this Permit does not require the approval of any such franchise or agreement. County reserves the right as part of the negotiation and entry of any such franchise or agreement to enter a public-private partnership with the Permittee for the project and/or to pursue the rights of the County to acquire ownership of the Landfill.</p>	Completed. On-Going	Condition Acknowledged.
14.1	<p>Initial Development and Improvements Plan. The Initial Development and Improvements Plan approved by this Land Use Permit, and modified by these Conditions of Approval, shall consist of the following schematic plans included in the applicant's January 31, 1989 entitlement application, the Keller Canyon Landfill Comprehensive Project Description (February 1989) and addendum (December 1989), and the 3-volume Site Characterization Report (September 1989).</p> <ul style="list-style-type: none"> a) Grading/Excavation Plans with fill limits for each phase. b) Layout for Groundwater Collection System. c) Liner System Cross-section and Installation Sequence. d) Leachate Collection System Layout Plan. e) Gas Collection Layout Plans for each phase. f) Surface Water Drainage Plan. g) Facilities Site Plan for Operations and Maintenance. h) Leachate, Landfill, Gas and Water Storage Facility. i) Landfill Access Road Plans Profiles, Typical Section. j) Bailey Road Plan and Typical Section. k) Landscape Facilities Site Plan for Operations and Maintenance. l) Landscape Plan for Leachate, Landfill Gas and Water Storage Facilities. m) Landscape Plan. 	Completed	All plan elements outlined in this condition of approval for the Initial Development and Improvements Plan were submitted and subsequently completed in final form in the Final Development and Improvements Plan (FDIP).

Condition	Condition Description	Compliance Status	Comments
14.2	<p>Regulatory Agency Approvals. Subsequent to the approval of this Land Use Permit, the Landfill Developer shall obtain approvals from the regulatory agencies having jurisdiction over the project, and obtain their detailed requirements for building, serving, and operating the Landfill. The approvals shall include, but are not limited to:</p> <p>a) Waste Discharge Requirements from the Regional Water Quality Control Board. b) Authority to Construct (and Authority to Operate Requirements) from the Bay Area Air Quality Management District. c) Wetland Modification Permit from the Army Corps of Engineers. d) Streambed Alteration Agreement from the State Department of Fish and Wildlife.</p> <p>The Landfill developer shall notify the Department of Conservation and Development if proposed or adopted permit conditions or requirements of other regulatory agencies do not appear to be consistent with this Land Use Permit or the Landfill's Environmental Impact Report. The Landfill operator shall submit to the County copies of all new and modified permits or entitlements at the time each is issued or approved by the applicable regulatory agency.</p>	Completed. Updated As Needed	<p>UPDATE: Permits updated are shown below in bold font.</p> <p>The permits and approvals involved compliance with prevailing State and federal regulations and design standards for a Class II sanitary landfill and represent implementation of many mitigation measures specified in the 1990 Final EIR. All other project approvals were obtained and updated as follows:</p> <ul style="list-style-type: none"> * Solid Waste Facility Permit (SWFP) #07-AA-0032, issued April 29, 1992 by Contra Costa Environmental Health, with concurrence from the former California Integrated Waste Management Board, now the California Department of Resources Recycling and Recovery (CalRecycle). Last reviewed and modified in 2014. Next permit review in 2019. * Waste Discharge Requirements (WDRs) Orders No. 91-052, 97-060, 98-081, 00-091, 01-240, R2-2003-0063, R2-2004-0080, issued 3/20/91 by the California Regional Water Quality Control Board, San Francisco Bay Region (RWQCB). Last amended 2004; * Title V Permit Major Facility Review Plant No. A4618 last issued March 17, 2016 by the Bay Area Air Quality Management District (BAAQMD);* Authority to Construct/Permit to Operate Plant No. 4618 reviewed annually by the BAAQMD. 2017 renewal scheduled November 1, 2017. ; * National Pollution Discharge Elimination System Permit #2-07S006887 issued September 17,1992 by the U.S. Environmental Protection Agency; * Nation-Wide Permit No. 26t, Section 404 of the Clean Water Act, issued June 14, 1991 by the U.S. Army Corps of Engineers; * Conditional Certification under the Clean Water Act, Section 401, issued October 3, 1991 by the California Regional Water Quality Control Board, San Francisco Bay Region;* Streambed Alteration Agreement No. 1461-90 by the California Department of Fish and Game was signed by the Warden on 8/4/1991 and executed by the Operator on October 18, 1991. Lawlor Creek (No. 1461-90); Sedimentation basin, drainages, culverts (No. 1462-90); and wetlands construction (No. 1463-90). * Industrial Waste Discharge Permit #292150-S last issued 2008 by the Delta-Diablo Sanitation District; * Cancellation of the Land Conservation Act (Williamson Act) Contract #6-71 on July 14, 1990 and amended on October 15, 1991 by Contra Costa County. * Report of Disposal Site Information (RDSI), 1992, pursuant to SWFP 07-AA-0032, as amended. <p>See Community Development Department Memo, V. Conklin to C. Zahn, dated 10/15/1991, and as updated through 10/25/1991.</p>
14.3	<p>Improvements Requirements. Subsequent to the approval of this Land Use Permit, the Landfill developer shall obtain approvals from the agencies, utilities, and parties having jurisdiction or control over the on-site and off-site improvements required by this Land Use Permit or by agencies having regulatory jurisdiction over the project. The Landfill developer shall notify the Conservation and Development Department if proposed or adopted Conditions or requirements do not appear to be consistent with this Land Use Permit or the Landfill's Environmental Impact Report.</p>	Completed. Updated As Needed	<p>All approvals were obtained from jurisdictional agencies as described above in Condition 14.2.</p> <p>The Department of Conservation and Development has not received any notice from the Landfill operator stating that the land use conditions appear to be inconsistent with the LUP or Environmental Impact Report.</p>

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Condition	Condition Description	Compliance Status	Comments
15.1	<p>Final Development and Improvements Plan. Subsequent to the approval of the Land Use Permit but prior to the commencement of any construction, the Landfill developer shall submit a Development and Improvements Plan to the Conservation and Development Department and obtain the approval of the Director of Community Development. The Development and Improvements Plan shall be consistent with the project approved by the Land Use Permit, but prepared to a level of detail appropriate for the review of the engineering and construction of the project's on-site and off-site improvements. It shall be internally consistent with the project's Environmental Impact Report findings, these Conditions of Approval, regulatory agencies and others having discretionary approvals over the project, and the Solid Waste Facilities Permit issued by Contra Costa Environmental Health. The Conservation and Development Department will coordinate the review of the plan by Contra Costa Environmental Health, the Public Works Department, and other appropriate units of government. The Landfill developer shall comply with all provisions of the final Developments and Improvements Plan.</p> <p>The Development and Improvements Plan shall include:</p> <p>a) Site Development Plan, as described in the following sections. b) A Surface Water Management and Sediment Control Plan, (Section 18). c) An Agricultural and Habitat Enhancement Plan, (Section 23). d) A Waste Reduction and Resource Recovery Program, (Section 31). e) A Landscape (screening) Plan, (Section 22). f) A Landfill Gas Management/Air Quality Monitoring/Odor Control Plan, (Section 20). g) A Leachate Management Plan, (Section 17). h) A Site Services and Utilities Plan (Section 30). i) A Traffic/Circulation Plan, (Section 29).</p>	Completed. Updated As Needed	<p>There may be updates to various FDIP Sections, such as Sections 6.3 - 6.5 which relate to the requirements in Conditions 31.4 - 31.6.</p> <p>A copy of the FDIP is kept at the KCL and County DCD offices and is available for review during normal business hours. Some of the documents listed below have been updated by other permits in effect at KCL. The FDIP was formally submitted on July 23, 1991 to CDD. The FDIP served as the primary basis for facility review. CDD coordinated reviews of the FDIP with other County department. The landfill operator updated elements of the FDIP as directed by CDD.</p> <ul style="list-style-type: none"> * Landfill (Site) Development Plan included in FDIP, Section 3 * Surface Water Management and Sediment Control Plan included in FDIP, Section 4 * Agricultural and Habitat Enhancement Plan included in FDIP, Section 5 * Waste Reduction and Resource Recovery Plan included in FDIP, Section 6 * Landscape (Screening) Plan included in FDIP, Section 7 * Landfill Gas Management/Air Quality Monitoring/Odor Control Plan included in FDIP, Section 8 * Leachate Management Plan included in FDIP, Section 9 * Site Services and Utilities Plan included in FDIP, Section 10 * Traffic and Circulation Plan included in FDIP, Section 11
15.2	<p>In approving the Development and Improvements Plan, the Conservation and Development Department Director may allow the Landfill developer to phase construction of landfill modules and other features, except where timing is specified in these conditions. The submittal of the Development and Improvements Plan components may reflect this phasing.</p>	In Compliance. On-Going	<p>DCD authorized initial phased construction of landfill facilities and modules in 1991. See Memo from C. Zahn to the Board of Supervisors dated 10/25/1991.</p>
16.1	<p>Landfill Slopes Objective. Landfill slopes shall be engineered to provide static and dynamic (seismic) stability under design criteria for Class II Landfills.</p>	Objective	<p>This is solely an Objective. See Conditions 16.2 - 16.12.</p> <p>All engineering design related to landfill slopes meet design criteria for Class II landfills and are approved by the RWQCB. The facility is in compliance with measures incorporated into the WDRs (RWQCB Order 01-040) [(e.g. Specification B.8, (Maintenance of Disposal Area slopes), B.14 (Reports prepared by registered engineers and geologists).</p> <p>Letter of authorization from the RWQCB was substantiated by CDD on 10/23/1991.</p>

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Condition	Condition Description	Compliance Status	Comments
16.2	<p>Seismic Design. The Landfill, its drainage features and operating components (lifts, berms, liners, sediment pond, leachate and gas collection systems and major stockpiles) shall be designed to withstand earthquakes as specified in applicable regulations. The Landfill developer shall utilize a MCE (design earthquake) specified by the San Francisco Regional Water Quality Control Board. The Landfill developer shall provide substantiation in the Final Development and Improvements Plan that the Landfill design will withstand the MCE.</p>	In Compliance. On-Going	<p>The facility is in compliance with seismic design criteria and other measures incorporated into the WDRs (RWQCB Order 01-040) [(e.g. Specification B.5 (engineered structures to withstand maximum credible earthquake (MCE), Provision C.5 (submit proposal for slope and seismic analysis) and (slope and seismic analysis for new construction). WDRs are monitored by the RWQCB.</p> <p>See Community Development Department Memo, V. Conklin to C. Zahn, dated 10/15/1991, and as updated through 10/25/1991.</p>
16.3	<p>Landslide Study. The Landfill developer shall employ a licensed geo-technical consultant to conduct a supplementary study of landslides and slope stability in areas of the site affected by Landfill and improvements grading. The study shall be performed by a licensed geotechnical professional. The study shall be subject to the approval of the County and the San Francisco Regional Water Quality Control Board. The Landfill developer shall incorporate the results of the study into the site grading program and the designs of overlying structures, which shall be included in the Development and Improvements Plan.</p>	Completed. On-Going	<p>The original preliminary Landslide Study is included in the FDIP, Appendix G. The facility is in compliance with the WDRs Section 19 and Title 27 requirements, including Section 21750(f)(5)(A) requiring the discharger to provide slope stability analyses prior to construction, ensuring the integrity of the waste management unit under both static and dynamic conditions throughout the unit's life.</p> <p>A certified study by a licensed geotechnical professional was substantiated by DCD on 10/25/1991. See Memo, V. Conklin to C. Zahn, dated 10/15/1991, and as updated through 10/25/1991.</p>
16.4	<p>Geotechnical Inspector. The Landfill operator shall fund the costs of an independent geotechnical consultant, who shall be selected by and be responsible to the County. The Inspector shall inspect the installation and condition of liners, leachate control facilities and other installations, identified by the County, as they are installed and periodically thereafter as directed by the County. This provision shall remain in force over the life of the landfill.</p>	In Compliance. On-Going	<p>Design reports for all phases of site development are submitted to the County for review and approval. The operator was asked to provide funding for the County to contract with a geotechnical consulting firm to assist with the review of design reports for at least the first five years of phased landfill construction. Professional geotechnical consultants are involved in all phases of site development as required by WDRs Specification B.14 (Reports prepared by registered engineers and geologists). Liner installation is routinely inspected during construction of each new landfill disposal phase in accordance with requirements of this LUP and the WDRs monitored and enforced by the RWQCB. The County may elect to retain geotechnical expertise in the future at the operator's expense pursuant to this Condition.</p>
16.5	<p>Landfill Design Stability. The Landfill developer shall provide a static and dynamic stability analysis of the final engineering design of the Landfill and its appurtenant improvements. The stability analysis method and the resulting analysis shall be approved by the County Conservation and Development Department and the San Francisco Regional Water Quality Control Board and included in the Final Development and Improvements Plan.</p>	Completed. On-Going	<p>An early study of landfill design stability is included in FDIP, Section 3.3. In 2002, analyses were performed to evaluate the static and seismic stability of the proposed base grades, the final fill grades and the proposed cover system under five cases involving different locations proximate to landslides, and under different final fill grades and cover parameters. The presentation and discussion of these analyses is organized in an internal report by GeoSyntec, 2002.</p> <p>All KCL design documents must comply with the WDRs Section 19. Title 27 Requirements, which requires that any future developments must comply with Section 21750(f)(5)(A), requiring the discharger to provide slope stability analyses, ensuring the integrity of the waste management unit under both static and dynamic conditions throughout the unit's life.</p> <p>See Community Development Department Memo, V. Conklin to C. Zahn, dated 10/15/1991, and as updated through 10/25/1991.</p>

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Condition	Condition Description	Compliance Status	Comments
16.6	<p>Slope Monitoring. The Landfill operator shall install and maintain slope monitoring stakes on landslides and sensitive slopes which could affect an operating Landfill. The monitoring program shall be approved by the County Department of Conservation and Development.</p>	Completed. On-Going	<p>Included in the original Landslide Study in the FDIP, Appendix G. Slope monitoring is conducted consistently to identify potential problems.</p> <p>The facility is in compliance with measures incorporated into the WDRs (RWQCB Order 01-040) [(e.g. Specification B.8, (Maintenance of Disposal Area slopes), B.14 (Reports prepared by registered engineers and geologists), Provision C.5</p> <p>See Community Development Department Memo, V. Conklin to C. Zahn, dated 10/15/1991, and as updated through 10/25/1991.</p>
16.7	<p>Settlement Program. The Landfill developer shall implement a program to prevent fill settlement and an inspection program to detect and correct settlement problems. The developer shall compact the refuse and cover materials to maximum strength and design and maintain the necessary slope gradient to ensure proper surface water drainage. A network of settlement platforms shall be installed to monitor fill settlement at critical points. The station specifications and locations shall be included in the Improvements and Development Plan. The Settlement program shall be subject to the approval of the County Conservation and Development Department and the San Francisco Regional Water Quality Control Board.</p>	Completed. On-Going	<p>Included in FDIP, Section 3.4. Landfill settlement is also addressed in the Draft JTD. Compaction of waste and cover is performed in compliance with State requirements and Condition 17k(c) of the SWFP.</p> <p>The facility is in compliance with seismic design criteria and other measures incorporated into the WDRs (RWQCB Order 01-040) [(e.g. Specification B.5 (engineered structures to withstand maximum credible earthquake (MCE), Provision C.5 (submit proposal for slope and seismic analysis) and (slope and seismic analysis for new construction). WDRs are monitored by the RWQCB.</p> <p>See Community Development Department Memo, V. Conklin to C. Zahn, dated 10/15/1991, and as updated through 10/25/1991.</p>
16.8	<p>Emergency Landslide and Earthquake Program. The Landfill operator shall prepare and implement an emergency program for inspecting the Landfill facility, dealing with failures and providing for uninterrupted refuse handling for implementation following a landslide and/or earthquake. The program shall be subject to the approval of the County Department of Conservation and Development, Contra Costa Environmental Health and the Regional Water Quality Control Board.</p>	Completed. On-Going	<p>A Post-Earthquake Program is included in the 1992 RDSI, and FDIP, Section 3.5, and was submitted to the RWQCB in compliance with Provision C.3 of the WDRs in Order No. 91-052.</p> <p>See Community Development Department Memo, V. Conklin to C. Zahn, dated 10/15/1991, and as updated through 10/25/1991.</p>
16.9	<p>Settlement Pond Embankment Design. The Landfill developer shall design the settlement pond to control foundation seepage through the means of a filter or other materials.</p>	Completed	<p>Settlement pond embankment was designed per requirements of the WDRs and approved by the RWQCB. Also see Community Development Department Letter from H. Bragdon to the Board of Supervisors dated 12/13/1991; and Building Inspection memo from S. Thung to C. Zahn dated 1/21/1992. The facility is in compliance with measures incorporated into the WDRs (RWQCB Order 01-040) [e.g. Prohibition A.5 (Detailed construction plans of containment structures), C.18 (Notification of containment facility failure). WDRs are monitored by the RWQCB.</p>

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Condition	Condition Description	Compliance Status	Comments
16.10	<p>Settlement Pond(s) Monitoring Program. The Landfill operator shall prepare and implement a failure prevention and warning system, including daily monitoring and visual inspection, for the sedimentation ponds. The program shall be approved by the County Conservation and Development Department and shall be included in the Development and Improvements Plan.</p>	In Compliance. On-Going	<p>Included in FDIP, Section 3.5. Sedimentation ponds and stormwater discharge points are inspected at a minimum on a weekly basis. Daily inspections have proved unnecessary due to the static nature of the facilities particularly during the non-rainy season.</p> <p>The facility is in compliance with measures incorporated into the WDRs (RWQCB Order 01-040) [e.g. Prohibition A.5 (Detailed construction plans of containment structures), C.18 (Notification of containment facility failure). WDRs are monitored by the RWQCB.</p>
16.11	<p>Stockpile Stability. Commencing with the onset of stockpiling, the Landfill operator shall continually analyze daily cover material stockpiles for stability to determine allowable heights and/or slopes. The results shall be available to the County Conservation and Development Department and Contra Costa Environmental Health on demand.</p>	In Compliance. On-Going	<p>Stockpiled cover materials are analyzed daily for stability as standard operating procedure and Condition 17k(a) of the SWFP. Results of stockpile stability analyses are available to the Department of Conservation and Development and the LEA upon request.</p>
16.12	<p>Unstable Areas. Areas with landslide potential to affect land-fill operations shall be stabilized through excavation or other methods such as compacting or the construction of retaining walls. Grading operations shall be performed in a manner which shall not destabilize slopes.</p>	In Compliance. On-Going	<p>Potential landslide areas have been identified. Stabilization methods are to be determined in the field. Significant landslide events occurred at the landfill site in 1996 and 1998. All corrective actions were reviewed and approved by the RWQCB and are the subject of RWQCB Order 01-040 Title 27 Requirements Items 16, 17, and 18.</p> <p>Measures are incorporated into the facility's WDRs (RWQCB Order 01-040) [(e.g. Specification B.8, (Maintenance of Disposal Area slopes), B.14 (Reports prepared by registered engineers and geologists), Provision C.5</p>
17.1	<p>Groundwater Protection Objective. The Landfill shall not impair the beneficial uses of groundwater on the Landfill site or in its vicinity. The design and monitoring of the Landfill shall be based upon the assumption of the existence of high permeability interconnecting cracks and fissures in the underlying strata allowing the potential of groundwater transmission.</p>	Objective	<p>This is solely an Objective. See Conditions 17.2 - 17.6.</p> <p>Implementation of Section 17, Groundwater Protection conditions related to landfill site design and monitoring has maintained beneficial uses of groundwater at the landfill site and surrounding vicinity.</p>
17.2	<p>Landfill Liner. The Landfill developer shall install a engineered liner system, including a clay liner and a high-density polyethylene liner, which meets State Class II Landfill standards. The liner shall be approved by the San Francisco Bay Regional Water Quality Control Board and its specifications and design shall be included in the Development and Improvements Plan. The liner shall be designed to withstand the Maximum Credible Earthquake as specified by the Regional Water quality Control Board. See Section 16.</p>	In Compliance. On-Going	<p>Landfill liner design is detailed in reports submitted for each phase of the phased development which are then subject to review and approval by the RWQCB and DCD.</p> <p>The KCL base liner system is designed in accordance with 27 CCR, Section 20330 and WDR 01-040 Specification B.13 requirements for a Class II liner. The base liner components generally consist of (from bottom to top): Prepared subgrade; A 12-inch underdrain granular layer; A non-woven geotextile filter; A 24-inch thick low-permeability soil layer (maximum permeability of 1 x 10⁻⁷ cm/sec); A 80-mil high density polyethylene (HDPE) liner (double textured); A non-woven geotextile cushion layer; A 12-inch dendritic LCRS gravel layer; A non-woven geotextile filter; and A 12-inch thick operations (protective cover soil) layer.</p>

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Condition	Condition Description	Compliance Status	Comments
17.3	<p>Leachate Collection System. The Landfill developer shall install a leachate collection system which shall meet State Class II standards. The leachate collection system shall be approved by the San Francisco Bay Regional Water Quality Control Board, and its specifications and design shall be included in the Development and Improvements Plan. Leachate shall be contained by a double liner system consisting of a two-foot thick layer of clay overlain by a synthetic membrane liner. Enclosed storage tank design for leachate treatment shall meet hazardous waste storage requirements, which includes a double liner system with perimeter berms. An emergency connector shall be installed between the pre- and post-treatment tanks in the event of an overflow situation. A tanker truck shall be readily available for emergency purposes. Measures shall be taken to limit leachate formation, such as prompt covering of waste and provision of surface water drainage away from landfill areas.</p>	In Compliance. On-Going	<p>The facility is in compliance with measures incorporated into the WDRs (RWQCB Order 01-040) [e.g. Prohibition A.9 (leachate discharges), Specification B.4 (LCRS design), B.17 (Leachate sump seismic design), Provisions C.1 (Compliance with Specifications and Provisions of Order), C.3 Groundwater monitoring. WDRs are monitored and enforced by the RWQCB.</p> <p>The Leachate Collection and Removal System (LCRS) was designed, constructed, and is operated in accordance with RWQCB requirements. The leachate collection system was designed to handle twice the maximum daily leachate generation rate from the facility. Leachate collected in the LCRS flows through the drainage layer to pipes and subsequently into two 66,000 gallon leachate storage tanks located adjacent to the landfill gas flare station. The storage tanks are located inside a reinforced concrete secondary containment area set below surrounding grades. The leachate is disposed by re-injection into the waste mass in accordance with RWQCB requirements. The level of leachate in the two tanks are observed and recorded daily. During dry months (April to October), leachate is withdrawn when the tank liquid level is observed at approximately 4-feet or 16,500-gallons. Due to the potential increase in the volume of leachate from winter rains, the tank levels are kept as low as feasible in the wet months.</p> <p>See WDRs Specifications 4,9,13, 17, and 18; and Provision 4. See Community Development Department letter from C. Zahn to B. Olney (KCLC) dated 3/12/1992, which authorized installation of leachate tanks.</p>
17.4	<p>Surface Drainage System. Water collected in the underdrain system beneath the landfill shall be monitored on a regular basis specified by the San Francisco Regional Water Quality Control Board. If contaminated, this water shall be treated as leachate. See Section 18.2.</p>	In Compliance. On-Going	<p>UPDATE: All annual and semi-annual water quality monitoring reports were submitted to the RWQCB in 2017. KCLC continues to perform monthly sampling of the underdrain system.</p> <p>The surface drainage system is monitored in accordance with RWQCB WDR detection monitoring requirements (Monitoring Programs 36. Surface Water) and the facility Self-Monitoring Program Parts A and B. Annual monitoring reports are filed with the RWQCB and are available for review at the landfill office during normal business hours. The facility is in compliance with measures incorporated into the WDRs (RWQCB Order 01-040) [e.g. Specification B.3 (Surface Drainage)].</p>
17.5	<p>Groundwater Monitoring. The Landfill developer shall install a groundwater monitoring system and implement a monitoring program, as required by the San Francisco Bay Regional Water Quality Control Board. The monitoring stations' specifications, locations, and their frequency of monitoring shall be included in the Development and Improvements Plan. The proposed monitoring program shall be subject to review by Contra Costa Environmental Health and the County Conservation and Development Department.</p>	In Compliance. On-Going	<p>UPDATE: All annual and semi-annual water quality monitoring reports were submitted to the RWQCB in 2017. KCLC continues to perform monthly sampling of the underdrain system.</p> <p>The original groundwater monitoring program is included in FDIP, Section 9.3, and Appendix A. All monitoring of groundwater is performed in accordance with the RWQCB WDR requirements under Monitoring Programs 34. Groundwater and 35. Leachate. The facility is in compliance with measures for groundwater monitoring into the WDRs (RWQCB Order 01-040). Also see Section C, Provisions, and California Environmental Quality Act section of Order, Items 38 through 40).</p> <p>The existing groundwater monitoring network at the KCL has been designed to provide early detection of a release from wastes to groundwater. The monitoring systems currently installed was designed and certified by a registered (geologist or civil) engineer. The boring logs were prepared under the direction of a registered geologist or civil engineer and submitted to the RWQCB.</p>

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Condition	Condition Description	Compliance Status	Comments
17.6	<p>Downstream Well Monitoring. The groundwater monitoring program shall include selected wells down gradient from the site. The wells shall be subject to approval by the San Francisco Regional Water Quality Control Board. The Landfill operator shall sample and analyze water from these wells as required by the Regional Water Quality Control Board. The location of these wells shall be identified on the Development and Improvements Plan.</p>	In Compliance. On-Going	<p>UPDATE: All annual and semi-annual water quality monitoring reports were submitted to the RWQCB in 2017. KCLC continues to perform monthly sampling of the underdrain system.</p> <p>A downstream well monitoring program is included in the FDIP, Section 9.4, and Appendix A. Also see WDRs Self-Monitoring Program. The locations and design of wells were approved by CCEH and the RWQCB. All monitoring of groundwater is performed in accordance with the RWQCB requirements and the WDRs.</p> <p>Facility is in compliance with measures for groundwater monitoring incorporated into the WDRs (RWQCB Order 01-040). See Section C, Provisions. Also see Condition 17.5 above.</p>
17.7	<p>Baseline Water Characterization. The Landfill developer shall conduct a groundwater characterization study for at least a one-year period following the approval of the Land Use Permit. The procedures for the study shall be specified by the San Francisco Bay Water Quality Control Board and Contra Costa Environmental Health.</p>	Completed	<p>Included in FDIP, Section 9.3, and FDIP Appendix A Waste Discharge Requirements and 401 Certification, Baseline characterization was performed in accordance with the WDRs Self-Monitoring Program Section 4C. Groundwater Characterization studies performed were reviewed and approved by the RWQCB. There is no record of a CCEH approval of a baseline characterization report; however, CCEH has deferred to the RWQCB approval on other similar conditions.</p>
17.8	<p>Liquid Waste Disposal. The Landfill operator shall comply with the requirements of the Regional Water Quality Control Board for disposal of de-watered sewage and other utilities' sludges in the Landfill to prevent excess liquid concentrations. The Landfill operator shall not accept other liquid wastes.</p>	In Compliance. On-Going	<p>The landfill facility is in compliance with RWQCB and SWFP requirements for handling and disposal of sludge material. The discharge of liquid or semi-solid waste to the landfill (i.e. waste containing less than 50% solids by weight), other than dewatered sewage or water treatment sludge as described in Section 20220(c) of Title 27, is prohibited.</p>

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17.9	<p>Drainage Grading. The Landfill developer shall grade completed fill areas to convey surface run-off to ditches at the fill perimeter to limit infiltration into the Landfill. The grading specifications shall be included in the Development and Improvements Plan.</p>	In Compliance. On-Going	All grading and fill operations are consistent with plans and specifications included in FDIP, Section 9.5. Facility is in compliance with measures incorporated into the WDRs (RWQCB Order 01-040) [e.g. Specification B.3 (Surface Drainage)].
17.10	<p>Leachate Management. The Landfill operator may reapply leachate removed from the leachate collection sumps to the Landfill for absorption by solid waste, or arrange for its transportation (pretreated if necessary) to an appropriate treatment and disposal facility. If leachate is returned to the fill area, it shall be injected under the Landfill's cover rather than applied over its surface. The return of leachate to the Landfill shall be subject to the solids-to-liquids ratio restrictions defined by the San Francisco Bay Regional Water Quality Control Board and Contra Costa Environmental Health. If leachate is transported to an off-site disposal/treatment facility, it shall be pretreated on-site to meet all requirements of such facility before transport. If leachate build up becomes a problem, Contra Costa Environmental Health may require additional remedial measures, such as the placement of more soil cover, or the installment of a low-permeability earthen or synthetic cover. The Leachate Management Program shall be included as part of the Site Design Plan.</p>	In Compliance. On-Going	<p>UPDATE: All leachate monitoring reports were submitted to the RWQCB in 2017. KCLC continues to perform quarterly sampling analysis of the leachate system.</p> <p>The Leachate Management Plan is included in the FDIP, Sections 9.1 through 9.8. A Leachate Collection Tank Log records daily measured levels, gallons in tanks 1 and 2, truck loads and gallons out. Leachate is sampled and analyzed quarterly. Leachate is disposed by re-injection into the waste mass in accordance with RWQCB requirements. The level of leachate in two leachate storage tanks are observed and recorded daily. During dry months (April to October), leachate is withdrawn when the tank liquid level is observed at approximately 4-feet or 16,500-gallons. Due to the potential increase in the volume of leachate from winter rains, the tank levels are kept as low as feasible in the wet months.</p> <p>The facility is in compliance with measures incorporated into the WDRs (RWQCB Order 01-040) [e.g. Prohibition A.9 (leachate discharges), Specification B.4 (LCRS design), B.17 (Leachate sump seismic design), Provisions C.1 (Compliance with Specifications and Provisions of Order), C.3 Groundwater monitoring. WDRs are monitored and enforced by the RWQCB.</p>
17.11	<p>Water Balance Calculations. The Landfill operator shall provide water balance calculations, when requested by the Regional Water Quality Control Board or other applicable regulatory agency, to evaluate intermediate stages of Landfill operation to ensure the maintenance of a proper solids-to-liquid ratio.</p>	Not Yet Required	Water balance data will be provided upon request by DCD and/or CCEH. The landfill operator has confirmed that the facility has not yet reached the intermediate stages.
17.12	<p>Leachate Holding Tanks. Holding tanks for leachate shall be tested to ensure chemical compatibility to prevent chemical degradation of said tanks. The Landfill developer shall submit test results to the Regional Water Quality Control Board and Contra Costa Environmental Health, prior to the submission of the Development and Improvements Plan.</p>	In Compliance. On-Going	<p>The initial tests were completed July 22, 1991. The original design and manufacture of leachate holding tanks were in accordance with RWQCB requirements.</p> <p>See Health Services Department memo from M. Schott to C. Zahn (CDD) dated 10/13/1991. Schott stated approval recommended from RWQCB and that HSD had no further action and deferred to the RWQCB approval.</p>
17.13	<p>On-Site Water Supply Wells. The Landfill developer shall construct the proposed on-site water supply wells after a hydro-geologic investigation has determined flow direction and relationship between water bearing strata if any. Water supply wells shall utilize separate water bearing strata, and shall be sealed to prevent communication between shallow and deep ground water. The locations and characteristics of water supply wells shall be described in the Development and Improvements Plan, and shall be subject to Contra Costa Environmental Health and San Francisco Regional Water Quality Control Board approval. Pump tests shall be provided for on-site wells located within 500 feet of any domestic well to evaluate interference between wells.</p>	Completed. On-Going	An on-site water supply well was constructed in accordance with County CCEH and RWQCB requirements. Well design plan is included in FDIP, Section 10.2. Water for operations at the KCL is supplied by a well approximately 1,000 feet north of the maintenance shop and water storage tank. The well meets the pumping capacity requirements of this condition. Permits to construct the wells were issued by HSD on December 12, 1992 and April 15, 1993.

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17.14	<p>Off-Site Water Well Contamination. If the water quality of nearby domestic water supplies is impaired by Landfill leachate, the Landfill operator shall take immediate remedial action that is acceptable to Contra Costa Environmental Health and the San Francisco Regional Water Quality Control Board. The source of contamination shall be identified and immediately repaired. Remedial measures shall include but are not limited to extraction wells and slurry walls. The Landfill operator may be required to replace the impaired water supply.</p>	Not Yet Required	Condition Acknowledged. The locations of groundwater wells within a mile of the existing KCL have been mapped and available information for the wells has been collected. Nearby domestic water supplies have not been impaired by landfill leachate. No remedial action has been required of the Landfill owner/operator.
17.15	<p>Liner Installation Inspection. See Condition 16.4.</p>	Cross-Reference	This condition solely cross-references another LUP condition. See Condition 16.4.
17.16	<p>Secondary Containment. The Landfill developer shall construct a secondary containment system capable of containing 1.5 times the volume of each leachate-holding tank.</p>	Completed	The storage tanks are located inside a reinforced concrete secondary containment area set below surrounding grades. The containment area meets the requirements of this condition. See Community Development Department letter from C. Zahn to B. Olney (KCLC) dated 12/13/1992, which authorized construction of the leachate storage tank foundations for both leachate tanks have a capacity of 64,000 gallons each, and a concrete secondary containment with a capacity of 100,000 gallons (150% of the primary leachate tank) under Building Permit MI 176258.
17.17	<p>Working Face. The Landfill operator shall maintain a maximum daily working face of 3 acres or less in order to minimize surface water infiltration to the refuse, as well as to control dust and erosion, prevent vector proliferation, and minimize visual impacts. Exceptions to this limitation may be granted in response to natural disasters or other emergencies if deemed to be warranted by the Director of Conservation and Development.</p>	In Compliance. On-Going	Standard operating procedures limit the maximum daily working face to fewer than 3 acres as specified in this condition, and a maximum of 1 acre as specified in Condition 17h of the SWFP.
18.1	<p>Surface Water Protection Objective. The Landfill shall not impair the beneficial uses of water bodies in the vicinity of the Landfill site.</p>	Objective	This is solely an Objective. See Conditions 18.2 - 18.5. The original Surface Water Management and Sediment Control Plan was included in FDIP, Sections 4.1 through 4.3. Requirements for surface water protection are also defined in the facility WDRs Prohibitions 8(a), and Specifications B.3, B.7, and B.9.

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18.2	<p>Surface Drainage System. The Landfill operator shall install and maintain a Landfill surface drainage system which shall be designed to meet State Class II standards. It shall accommodate a 1,000-year, 24-hour design storm, as specified by the County Public Works Department and the San Francisco Regional Water Quality Control Board (SFRWQCB). The drainage system shall convey surface water around the active fill area without contacting the working face or any solid waste. The surface drainage system shall be approved by the SFRWQCB and the County Department of Conservation and Development and included in the Development and Improvements Plan. Surface flow shall be evaluated further with groundwater levels and precipitation factors prior to construction, and findings incorporated into the final landfill design in order to lessen impacts to surface water flow. Flow rates and groundwater levels shall be monitored through the life of the landfill. If loss of surface flow is determined to have unforeseen impacts, a like amount of water shall be provided.</p>	In Compliance. On-Going	<p>UPDATE: No significant improvements or modifications to the surface drainage system were implemented in 2017. Routine maintenance of the sedimentation basin was performed.</p> <p>In 2016 a portion of the surface drainage system was reconfigured south of the existing "check structure" as part of site development, and in accordance with the Design Report for Phase 3B1 approved by the RWQCB.</p> <p>Included in FDIP, Section 4.1. Also see WDRs Finding 18, Spec 2-3, Drawings 29-31. The surface drainage system was designed, constructed, and is maintained in accordance with this condition and requirements of WDR Specification B.3, which requires that surface drainage from tributary areas, and internal site drainage from surface and subsurface sources, shall not contact or percolate through wastes during disposal operations or during the life of the site. Surface drainage from tributary areas, and on-site drainage from surface sources, are collected using surface drainage ditches, and/or other conveyance and collection methods.</p> <p>Letter of authorization from the RWQCB was substantiated by Community Development Department on 10/23/1991. See CDD Memo, V. Conklin to C. Zahn, dated 10/15/1991, and as updated through 10/25/1991. See correspondence from CDD to the District II Supervisor dated 4/22/1992 explaining how landfill design would help control flows into the City's storm drain.</p>
18.3	<p>Creek Protection. The landfill shall be designed so leachate and other contaminated water does not flow into Lawlor Creek. See Section 23.3.</p>	In Compliance. On-Going	<p>Landfill site design in the FDIP, the original RWQCB for construction of a Class II landfill, and on-going design reviews by regulatory agencies ensure that neither leachate nor contaminated water flows into Lawlor Creek. The Extent of Waste Placement where waste is disposed is located hundreds of feet away from Lawlor Creek.</p> <p>See RWQCB letter from L. Kolb to B. Olney dated 10/23/1991.</p>

Condition	Condition Description	Compliance Status	Comments
18.4	<p>Surface Water Management and Sediment Control Plan. The Landfill developer shall prepare and implement a Surface Water Management and Sediment Control Plan, which shall be subject to the approval of the County Department of Conservation and Development. The plan shall include a Stability Analysis of proposed cut and fill slopes, and shall prevent substantial erosion on slopes on the project site and reduce the amounts of water-borne materials from reaching surface waters. It shall include the components listed below, and it shall be included in the Final Improvements and Development Plan.</p> <p>a) Primary Grading. The Landfill developer shall perform primary grading for the project's fill modules, cover, roads, paved areas, building sites, and the construction of site slopes during the April through October low rainfall season.</p> <p>b) Temporary Flow Restriction. If grading must be done during rainy periods, or if erosion is occurring on previously graded areas, the Landfill developer shall take corrective actions, which may include the installation of ground cloth or the placement of hay bales.</p> <p>c) Ground Cover. The Landfill developer shall plant ground cover on graded areas which are not to be developed within 90 days. The ground cover shall be consistent with the Landscaping Plan.</p> <p>d) Ditch/Swale Liners. The Landfill developer shall line any ditches and swales for conveying surface runoff across sanitary Landfill areas to limit water infiltration. Drainage-ways across other areas shall be lined or planted to limit erosion.</p> <p>e) Sedimentation Ponds. The Landfill developer shall install and maintain a sedimentation pond system prior to other landfill development to hold and process drainage from the Landfill property which shall be designed to withstand the 1,000-year, 24-hour design storm and Maximum Credible Earthquake event. The Landfill developer shall develop a program for monitoring storage volumes in the sedimentation ponds and releasing water depending on expected rainfall. Flow rates for down-stream discharge shall not exceed the 25-year, 24-hour design storm. The program shall include a preventive maintenance program which shall include a program for clearing of sedimentation ponds and maintenance of perimeter ditches and vegetative cover. The owner shall submit documentation to the Department of Conservation and Development to demonstrate that basin maintenance (e.g. dredging) has been completed as needed or required prior to the start of the rainy season (October 15th). The program shall be subject to approval from the County Department of Conservation and Development, Contra Costa Environmental Health, Public Works Department, and the San Francisco Regional Water Quality Control Board. The efficacy of the Landfill surface water control system in reducing downstream flooding shall be addressed in the annual and triennial reviews required by Condition 11.1.</p> <p>f) Runoff Conveyance. Erosion to ditches or gullies used to convey runoff shall be corrected by use of appropriate</p>	Completed. On-Going	<p>The original Surface Water Management and Sediment Control Plan is included in FDIP, Section 4.2 and Appendix I, The RWQCB approved the design for Keller Canyon, (See RWQCB letter from L. Kolb to B. Olney dated 10/23/1991). Plan elements have been updated as needed to meet requirements of landfill construction and prevailing regulations.</p> <p>All requirements in this condition for design and construction of the landfill were met prior to, or if approved by the County, subsequent to landfill opening. Monitoring of surface water management and sediment control is performed in accordance with RWQCB requirements, and Condition 17k(b) of the SWFP.</p> <p>Facility is in compliance with measures incorporated into the WDRs (RWQCB Order 01-040) [e.g. Specification B.2 (Washout and Erosion of Wastes), and B.3 (Management of Surface Drainage), B.7 Final grading promoting lateral runoff] and Provision C.3 (Preparation of facilities prior to rainy season)]. Measures are also incorporated into NPDES Industrial Discharge permit. WDRs and NPDES are monitored and enforced by the RWQCB.</p> <p>See Health Services Department Memo, C. Nicholson to C. Zahn (CDD), dated 10/24/1991. See also Community Development Department Memo, V. Conklin to C. Zahn, dated 10/15/1991, as updated through 10/25/1991.</p>

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18.5	<p>Monitoring. The Landfill developer shall prepare and implement a surface water monitoring program to check for possible contamination of off-site surface water drainage facilities. Baseline water quality shall be determined prior to project implementation. Sedimentation pond outflow shall be monitored. The monitoring program shall be subject to approval of Contra Costa Environmental Health, the County Conservation and Development Department, and the Regional Water Quality Control Board.</p>	Completed. On-Going	<p>UPDATE 2017: The SWPPP was updated in June 2016 and is available for review during normal business hours.</p> <p>Storm water discharge monitoring results are summarized in the report titled "Annual Report for Storm Water Discharges Associated with Industrial Activities at Keller Canyon Landfill (WDID No. 2071006887", dated June 2015. The facility Storm water Pollution Prevention Plan (SWPPP) was updated in 2014 to comply with requirements specified in the new General Permit for Storm Water Discharges Associated with Industrial Activities 2014-0057-DWQ.</p> <p>Included in FDIP, Section 4.3. Also see WDRs Self-Monitoring Program. No events of contamination of off-site surface water drainage facilities have occurred. Monitoring of surface water is performed in accordance with the WDRs Item 36. Surface Water. Stormwater discharges from the site are monitored at five locations, during two major storm events, as required by the State Board's General Permit for Stormwater Discharges Associated with Industrial Activities and the Discharge Monitoring Program in Order 01-040.</p> <p>The facility is in compliance with measures incorporated into the WDRs (RWQCB Order 01-040) [e.g. Specification B.2 (Washout and Erosion of Wastes), and B.3 (Management of Surface Drainage), B.7 Final grading promoting lateral runoff] and Provision C.3 (Preparation of facilities prior to rainy season)]. Measures are also incorporated into NPDES Industrial Discharge permit. WDRs and NPDES are monitored and enforced by the RWQCB.</p> <p>See Health Services Department Memo, C. Nicholson to C. Zahn (CDD), dated 10/24/1991, and Community Development Department Memo, V. Conklin to C. Zahn, dated 10/15/1991, and as updated through 10/25/1991.</p>
19.1	<p>Hazardous Waste Ineligible. See Section 6.4.</p>	Cross-Reference	<p>This condition solely cross-references another LUP condition. See Condition 6.4.</p>
19.2	<p>Load Inspection. See Condition 7.1</p>	Cross-Reference	<p>This condition solely cross-references another LUP condition. See Condition 7.1.</p>

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19.3	<p>Household Hazardous Waste Program. The Landfill operator shall develop a household hazardous waste collection and management program for the service area which is consistent with the County Hazardous Waste Management Plan and with the County Integrated Solid Waste Management Plan. The program shall be subject to the approval of the Contra Costa Environmental Health and Conservation and Development Departments. The household hazardous waste shall be managed in accordance with the "Waste Minimization Hierarchy" identified in the County Hazardous Waste Management Plan. The operator is encouraged to develop the program in cooperation with other waste management facilities and collection services. The proposed program, along with a schedule of proposed costs and funding sources, shall be submitted to the County departments no later than 6 months prior to the opening of the landfill. The program shall include mechanisms for removing household hazardous waste from the waste stream which arrives at the facility. If the household hazardous waste program (or a version of it) is approved by the County Board of Supervisors, the Landfill operator shall implement it. The Landfill household hazardous waste program shall include a public information and education program approved by the Contra Costa Environmental Health/County Hazardous Materials Commission for notifying facility users and households in its service area of what constitutes hazardous waste and how such wastes are to be disposed of. The household hazardous waste program shall be amended if required by the County Board of Supervisors in their review of the Land Use Permit.</p>	Not Yet Required	<p>This condition preceded the approval of the County's Household Hazardous Waste (HHW) Element of the Countywide Integrated Waste Management Plan. There was a substantial change in public policy with respect to management of this portion of the waste stream shortly after this LUP was approved. CDD advised the Board of Supervisors that this policy change effectively put this COA 19.3 "on hold." (see memo from H. Bragdon to the Board of Supervisors dated 4/28/1992).</p> <p>By early 1992, County HSD had taken the lead role in implementing a countywide mobile collection program. Several years later wastewater agencies developed and began operating permanent drop-off facilities for HHW to serve those living in Central (Central Contra Costa Sanitary District) and East County (Delta Diablo Sanitation District). Soon thereafter a permanent drop-off facility was built in North Richmond to serve West County.</p> <p>The countywide household hazardous waste program includes three permanent HHW facilities serving households in their respective areas to provide free and convenient option to properly manage HHW effectively removing it from the waste stream before it reaches the landfill.</p> <p>The Countywide Integrated Waste Management Plan approved in 1993 does not call for an HHW program at Keller Canyon Landfill, however such a program could be re-activated if conditions change.</p>
19.4	<p>Hazardous Waste Pre-screening. The landfill entrance load screening procedures and a manual load check program during unloading operations shall be included in the load screening program required under Condition 7.1. Landfill employees shall be instructed to investigate suspicious containers for hazardous materials during bulldozing and other activities. Any hazardous materials found shall be set aside for proper collection and disposal.</p>	In Compliance. On-Going	<p>The Eligible Vehicles and Loads program that is implemented at the landfill scale house was updated in 2013 and approved by the LEA in 2014.</p> <p>A Load Check program and hazardous waste pre-screening program are in effect at Contra Costa Transfer and Recovery Station and other transfer stations that dispose of waste at Keller Canyon Landfill. (See Condition 7.1)</p>
19.5	<p>Regulatory Agency Approvals. The collection and storage of toxic and hazardous wastes pursuant to this section shall be subject to County Health Services Department's Hazardous Materials Division, State Department of Health Services, and other regulatory agency approvals.</p>	In Compliance. On-Going	<p>Condition Acknowledged. Procedures related to storage of toxic or hazardous waste are also addressed in SWFP 07-AA-0032, Section 17j. Should this statement also be included in the compliance response for the condition above? DB: This statement belongs in the comments for COA 19.5</p>
20.1	<p>Prevention of Air Quality Deterioration. The Landfill operator shall manage the facility in a manner that does not result in the significant deterioration of air quality in the vicinity of the site or in the Bay Area. The condition shall be interpreted as a requirement that the Landfill comply with terms of the Authority to Construct Permit to Operate permits issued by the Bay Area Air Quality Management District.</p>	In Compliance. On-Going	<p>UPDATE: The most recent Title V Major Facility Review Permit #A4618 issued by the BAAQMD on March 17, 2016 remains in effect. The Authority to Construct/Permit to Operate reviewed annually by the BAAQMD is scheduled for renewal on November 1, 2017.</p> <p>Landfill owner/operator compliance with conditions of approval in LUP Section 20. The landfill facility is in compliance with all permits issued by the BAAQMD. Title V Permit Major Facility Review Plant No. A4618 last issued March 17, 2016; and the Authority to Construct/Permit to Operate Plant No. A4618. The Authority to Construct/Permit to Operate is reviewed annually by the BAAQMD.</p> <p>The Landfill Gas Management/Air Quality Monitoring/Odor Control Plan is included in the FDIP, Sections 8.1 through 8.10. The original Authority to Construct is Appendix B of the FDIP.</p> <p>The landfill facility has established protocols for logging complaints and handling those types of communications (see Condition 20.2 below).</p>

Condition	Condition Description	Compliance Status	Comments
20.2	<p>Odor Containment. The Landfill operator shall operate the Landfill in a manner that prevents odors from being detected off-site, pursuant to Regulations 7-101 and 7-102 of the Bay Area Air Quality Management District. If odors are reported to Contra Costa Environmental Health, or reports are relayed from the Bay Area Air Quality Management District, the Department of Conservation and Development or Contra Costa Environmental Health may require additional physical improvements or management practices as necessary to alleviate the problem. Contra Costa Environmental Health shall have the authority to cease disposal at a particular area of the Landfill, to control odors. A small daily working face (3 acres or less) shall be maintained. The leachate treatment system shall be enclosed and properly maintained to control odors from leachate. The landfill gas collection system and flare shall utilize BACT to reduce landfill gas as a source of toxics and odor.</p> <p>The Landfill operator shall implement Best Management Practices of the industry to minimize odors from operations and emissions from equipment. If the operator is contacted about odors being detected off-site, the date, time and description of the odor complaint shall be logged and investigated promptly to expedite implementation of any necessary corrective action by the landfill operator. The Landfill operator shall contact Contra Costa Environmental Health or the Bay Area Air Quality Management District at minimum of once per year to obtain any information possible about odor complaints received by each agency. Any odor complaints received by the Landfill operator, Contra Costa Environmental Health or the Bay Area Air Quality Management District shall be included in the annual Activities Report required under the Landfill's Franchise Agreement unless otherwise specified by the Director of Conservation and Development. The landfill operator shall provide a means for receiving after hours odor complaints. Complaints shall be promptly investigated (after hours investigations required if/when multiple after hours complaints received on the same day or on multiple consecutive days) to identify whether the source of the odor is on the landfill site, in which case the problem should be corrected in a timely manner. A response to the person lodging the complaint shall be made within 48 hours and copied to the Department of Conservation and Development, detailing the problem and remedial action taken.</p>	In Compliance. On-Going	<p>UPDATE: KCL staff maintains an odor complaint tracking system. Each complaint is logged by week and month, with details of the date and time of odor complaint/occurrence, name and address and contact information of the complainant (if provided), the complaint location's approximate distance from the landfill Working Face, and description of the odor.</p> <ul style="list-style-type: none"> * The Odor Management Plan for Landfill Operations implemented by KCLC on May 25, 2017. The Odor Management Plan is a supplement to the current, more general Odor Impact Minimization Plan (OIMP). * The Odor Management Plan contains protocols for responding to, and investigating, odor complaints, procedures for identifying presence of odor, employee training, equipment, specific odor mitigation measures, and required documentation and record keeping. A copy of the Odor Management Plan is available for review at the landfill office during normal business hours. * Complaint data reviewed in this LUP compliance review were provided by the BAAQMD, DCD, and CCEH. * Each complaint received has a date and approximate time of occurrence. Several complaints do overlap with another agency. * Three odor complaints were confirmed by the BAAQMD, two of which occurred on October 24, 2016. On this date, the LEA issued a Notice of Violation. The other confirmed odor complaint occurred on December 29, 2016. * 100% of the odor complaints were recorded from October through April, coinciding with the rainy season (one complaint on 8/31/2017). These odor complaints were described generally as "garbage" or "rotten garbage". * KCL has procedures for identifying, evaluating, and mitigating off-site odors when they are confirmed. Site personnel routinely patrol the area including local neighborhoods for any indication of odors. Findings and results from the surveys are documented daily. All complaints submitted to KCL, whether by phone, or a referral by DCD or BAAQMD, are followed up and investigated by KCL staff. All complaints are tracked and reviewed. Where feasible, complainants or nearby neighbors were interviewed. * Investigations usually involved follow-up by KCL staff, or jointly with BAAQMD and/or CCEH. * The on-site KCL weather station data are reviewed to assess wind direction and speed at the approximate time of the odor complaint. * Additionally, KCL has systems and operation practices to minimize odor impacts on the surrounding community, including use of Best Available LFG Control Technology, maintaining a small working face (less than 1 acre in size) and enclosing the leachate system. <p>An odor impact minimization plan (OIMP) is in effect. An Odor Complaint Program is also in effect per Condition 17k(g) of the SWFP. Odor complaints and associated responses/corrective actions are logged in the facility's Complaint Log. Standard forms record the date of the complaint, name of the individual filing the complaint (if available), weather conditions, name of the landfill complaint investigator, the alleged locations of odors, and the results of complaint verification by either landfill personnel or personnel from the LEA or BAAQMD. Incidents are also recorded in a Log of Special Occurrences pursuant to provisions of Title 27 CCR 20510 (c) per</p>

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20.3	<p>Cover Frequency. The Landfill operator shall cover newly disposed refuse with compacted soil or other cover material meeting state regulatory requirements enforced by Contra Costa Environmental Health and CalRecycle and approved in writing by the Department of Conservation and Development. All working faces of the Landfill shall be covered by the end of the working day. Intermediate cover, meeting the requirements of the State shall be applied over each layer of cells ("lift"). The type of cover material and frequency of cover shall be modified in order to control odor, litter or birds, if necessary, or if required by the Director of Conservation and Development or the Landfill's Solid Waste Facilities Permit.</p>	In Compliance. On-Going	<p>UPDATE: There were no issues associated with the use of greenwaste ADC. LEA typically evaluates greenwaste quality and size during monthly inspections. Inspection reports regularly state the absence of food waste contamination in greenwaste used for ADC.</p> <p>CCEH approved KCLC to use green waste and geosynthetic blankets as Alternative Daily Cover (ADC) after conducting a one-year demonstration project back in 1999-2000 and included a summary report, dated 6/28/2000. The use of greenwaste as ADC was approved shortly after the acceptance of the results of the demonstration project. The landfill's RDSI was updated in early 2015 to formally reflect additional details regarding the use of unprocessed green waste as ADC. The decision to approve that RDSI amendment was appealed to CalRecycle by an outside party. In August 2015, CalRecycle denied the appeal and upheld the approval of the RDSI amendment. As a result, the outside party filed a law suit against CalRecycle (State) and that case is still pending.</p> <p>In September 2014, Governor Brown signed Assembly Bill (AB) 1594 mandating that as of January 1, 2020, the use of green material as alternative daily cover (ADC) will no longer constitute diversion through recycling and will instead be considered disposal in terms of measuring a jurisdiction's annual 50 percent per capita disposal rate.</p> <p>All requirements for approved daily cover materials and practices are complied with as standard operating procedure. Soil cover frequency is in accordance with requirements of LUP Condition 20.3, procedures of the SWFP, and Condition #17309 part 3(a) through 3(d) of the Major Facility Review permit issued by the BAAQMD. The Working Face is limited to 1.0 acre under Condition 17h of the SWFP. Also see Condition 20.2, 24.4 Bird Control, and Section 25 Litter Control.</p>
20.4	<p>Odoriferous Loads. The Landfill operator shall identify potentially odoriferous loads prior to acceptance and make any arrangements needed to ensure that disposal of odoriferous loads is managed to avoid off-site detection, which may involve covering such incoming loads immediately.</p>	In Compliance. On-Going	<p>Immediate covering of odoriferous loads is standard operating procedure in accordance with requirements of this LUP, the SWFP, and BAAQMD Major Facility Review permit Condition #16462 regulating the handling, use, and storage of yard and green waste stock piles. Air District requires that certain details about the green waste stockpiles be included in each semi-annual report (available on the BAAQMD website).</p>
20.5	<p>Dust Suppressants. The Landfill operator shall apply water or proven environmentally safe dust suppressants at least twice daily to working faces of the landfill, unpaved access roads, storage pile disturbances and construction areas as determined to be necessary by Contra Costa Environmental Health. Contra Costa Environmental Health may require sprinklering more frequently for control of particulates.</p>	In Compliance. On-Going	<p>Condition #17309, Item 8, of the BAAQMD permit states that water and/or magnesium chloride is to be applied depending on season: "Except as provided below, all applications of dust suppressant shall consist of 0.5 gallons per square yard of 10% MgCl₂ applied along the entire length of all unpaved roads."</p> <p>The facility is in compliance with dust suppression measures implemented per this LUP condition, Condition 17k(d) of the SWFP, and Condition #17309 and #16462, parts 8(a) through 8(d), 9, 10, 13, 15, and 16(j) through 16(l) of the Major Facility Review permit issued by BAAQMD.</p>
20.6	<p>Area of Operations. See Conditions 17.17 and 22.10.</p>	Cross-Reference	<p>This condition cross-references to other LUP conditions. See Conditions 17.17 & 22.10.</p>

Condition	Condition Description	Compliance Status	Comments
20.7	<p>Air Flow Monitoring. The Landfill operator shall monitor air flow on the site upon commencement of operations and shall provide background meteorological conditions including wind direction, wind velocity, and temperature. After the Landfill is in operation, data shall be used to correlate odor, dust, or litter management with meteorological conditions. Air flow monitoring reports shall be submitted or made available to the Contra Costa Environmental Health and the Department of Conservation and Development upon request.</p>	In Compliance. On-Going	<p>The landfill weather monitoring station has been in continuous operation. The system is a Vantage Pro2 by Davis Instruments with Weatherlink analytical and reporting software. The collected data are stored on a secure server, thus weather conditions can be reviewed and analyzed for virtually every day the system has operated and stored this data. Collected data are also used to assist in the evaluation of odor complaints. Specifically, weather parameter of wind direction and speed, precipitation, relative humidity, and outside temperature are recorded as needed to evaluate odor complaints.</p> <p>An expanded weather monitoring station was installed May 1997 that monitors and records all meteorological conditions specified in this LUP condition. Data are used to manage daily landfill operations. CCEH letter dated 12/8/1995 acknowledges that their office and DCD agreed that KCL would not be required to submit actual monitoring reports unless determined necessary in the future. Data is available for review by regulatory agencies upon request and periodically checked by LEA during their routine inspections.</p>
20.8	<p>Contingency Program. Prior to the start of filling operations, Landfill operator shall prepare a "bad days" contingency program for managing the Landfill during periods of unusual wind speeds or directions, rainfall or drought or other atypical situations. It shall apply specific site monitoring information. The Landfill operator shall consider the comments of the City of Pittsburg and consult with the Bay Area Air Quality Management District and the Regional Water Quality Control Board. The program shall be approved by the Department of Conservation and Development and Contra Costa Environmental Health, and it may be revised from time to time. See Condition 25.4.</p>	Completed. On-Going	<p>The landfill operator has established procedures for dealing with inclement weather with the potential to hamper normal operations. Rain and/or high winds may require adjustment of on-site waste handling and disposal procedures. During prolonged heavy rains, operations are moved to a tipping area (wet weather area) which has been surfaced with asphalt grindings to provide all weather access to allow for continuous refuse disposal operations during inclement weather. Stockpiles of soil material are maintained near the designated wet weather alternative tipping area to provide an adequate supply of cover material. Normal traffic and vehicle access to the wet weather area is provided by paved and/or a combination of tightly compacted soil and asphalt grindings.</p> <p>For high wind conditions, the unloading area is typically reduced in size and, whenever possible, placed in a portion of the landing that affords protection from the wind. Additional equipment may be utilized to expedite the spreading and compacting of the refuse as soon as it is unloaded. Cover operations may also be implemented prior to the end of the working day to reduce the area of exposed refuse on the working face. In addition, portable litter fencing is in-place and is used downwind around the unloading areas.</p>
20.9	<p>Revegetation. The Landfill operator shall revegetate completed Landfill areas. Revegetation shall be in accordance with the Development and Improvements Plan and shall be consistent with State and local water conservation landscaping requirements. Intermediate and final cover areas shall be reseeded with native grasses immediately. Excavations shall be reseeded with native grasses or filled immediately. Operating areas which will not be used for fill or construction for 90 days or longer shall be planted for dust and erosion control and for aesthetic purposes. Landfill operator shall provide the County Conservation and Development Department with written notice and documentation (e.g. photographs) of any inactive unvegetated areas of disturbance not being reseeded immediately whether due to on-site activity associated with the landfill (construction or operations) or naturally occurring (landslides, etc.). The Director of Conservation and Development may require that revegetation notices be submitted more frequently and/or on a fixed schedule.</p>	In Compliance. On-Going	<p>Included in FDIP, Sections 7.1 and 8.1 and Appendix E. Revegetation measures of graded areas are in compliance with Condition #17309 Part 14 of the Major Facility Review permit issued by BAAQMD, and is standard operating procedure when such areas are not expected to be used for fill or construction within 90 days or longer.</p>

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20.10	<p>Tree and Shrub Planting. The Landfill developer shall plant trees and shrubs downwind of the Landfill to aid in trapping dust. The planting plan shall be included in the Landscaping plan component of the Development and Improvements Plan.</p>	Completed	The tree and shrub planting plan is included in FDIP, Section 8.2, Landscape Plan drawings LP-1, LP-2, and LP-3. Tree and shrub planting species and locations were approved in the Landscaping Plan. See COA 22.2
20.11	<p>Gas Control and Collection. The Landfill operator shall install a Landfill gas control collection system in accordance with the regulations of the Bay Area Air Quality Management District. The system shall have the capacity to operate in an active mode, using a mechanical vacuum, to withdraw gas from the Landfill. The system shall be operated in an active mode as soon as practical. The gas control and collection system shall be installed concurrently with the placement of wastes in the Landfill and shall be ready for operation when gas is produced. The gas collection and related recovery system shall utilize BACT and shall be subject to the approval of the Bay Air Quality Management District and County Conservation and Development Department and it shall be included in the Development and Improvements Plan.</p>	Completed. On-Going	<p>UPDATE: Due to the progression of waste filling activities, 23 additional vertical extraction wells and associated piping were installed in 2016. All construction activities were conducted in compliance with KCL's Permit To Operate issued by the Bay Area Air Quality Management District. Construction activities included installation of additional vertical extraction wells, an above and below ground header pipe line, and additional lateral pipe lines. The annual collection system improvements, implemented since 2008, have increased gas collection and operating efficiency.</p> <p>Included in FDIP, Section 8.3. Gas control and collection requirements are contained in BAAQMD Major Facility Review permit Condition #17309 Parts 18 through 30. Facility components for gas control and collection (Flares 1 and 2) are permitted abatement devices A-1 and A-2, and active gas collection is source S-1. The landfill gas control system did not have to become operational until one million cubic yards of refuse had been placed in the landfill.</p> <p>KCL manages a complex landfill gas (LFG) collection system consisting of vertical extraction wells, headers, and sub-headers. The LFG collection system is under vacuum which draws the landfill gas to a central point currently consisting of a flare station, a blower building, and a landfill gas-to-energy facility (LFGTE). The LFG collection system, including additional vertical collection wells and flares, will be expanded as the landfill is developed to provide ongoing control within the performance criteria established and mandated by the BAAQMD and State and federal regulations.</p>
20.12	<p>Landfill Gas Processing. The Landfill developer shall install a flaring mechanism, in accordance with Bay Area Air Quality Management District guidelines/regulations, to combust collected landfill gas. The flare shall be of the nonilluminous type. Best Available Control Technology (BACT) shall be used, as defined and approved by the Bay Area Air Quality Management District. The flare shall be installed with staged combustion, operated under fuel-rich conditions, and be designed with flue gas recirculation.</p>	Completed. On-Going	<p>UPDATE 2017: Plans for replacement of Flare #1 are in progress. Electrical modifications have been installed; replacement of the flare is scheduled for 2018.</p> <p>The original design for the flare system was included in FDIP, Section 8.4 and Appendix D. See Community Development Department letter from C. Zahn (CDD) to S. Gordon, dated 10/24/1995. Two flares are in operation that are subject to performance standards and testing requirements in Condition #17309 Parts 20 through 30 of the Major Facility Review permit issued by the BAAQMD.</p> <p>There are two enclosed flares constructed in the Landfill Gas Management and Landfill Gas to Energy Facilities area. The first flare was installed at KCL in 1995. Flare #2 was installed in 2007 to act as both a backup unit and to provide additional capacity as LFG production increases at the site.</p> <p>Both flares are 40-ft. high insulated steel tubes equipped to control combustion of the LFG to destroy methane and other gases. Both flares are founded on a reinforced concrete slabs and are designed to withstand conservative seismic and wind loads. In 2007, a new control system was installed that integrates control of both flares to a single system, allowing either one or both flares to operate, depending on LFG destruction needs. This new control system also interfaces with the LFGTE plant to ensure that consistent LFG extraction and destruction is maintained. See Condition 20.13.</p>

Condition	Condition Description	Compliance Status	Comments
20.13	<p>Methane Recovery. The Landfill operator shall install a methane recovery system simultaneously with the construction of the gas collection system, preferably utilizing the Landfill gas to produce energy when the Landfill has developed enough gas to justify recovery. When required by the County Community Development Department, the Landfill operator shall conduct a study to determine how methane could be recovered from the gas and used for fuel or as a commodity.</p>	Completed. On-Going	<p>An early plan for methane recovery was included in the FDIP, Section 8.5.</p> <p>In 2006, Ameresco, Inc. submitted a development proposal to the County for a power plant with a capacity of up to 3.8 MegaWatts, which was ultimately approved. The landfill gas to energy (LFGTE) power plant was dedicated in October 2009 under County file #LP012115, a previous LFGTE project that was approved but never built on-site. The plant is owned and operated by Ameresco Keller Canyon L.L.C. See Section 36 of this LUP.</p> <p>The LFGTE plant was constructed adjacent to the existing flare station described in Condition 20.12 above. Ameresco has secured a power purchasing agreement to sell the power generated at KCL. See Section 36 Landfill Gas Power Plant of this LUP.</p>
20.14	<p>Gas Monitoring. The Landfill developer shall install gas migration detection probes and wells along the boundary of the Landfill footprint, near on-site buildings, and in other locations specified by the Bay Area Air Quality Management District or Contra Costa Environmental Health to monitor for subsurface and surface gas migration. The gas monitoring stations shall be described in the Development and Improvements Plan approved by the County Conservation and Development Department. If gas migration is found, the Landfill operator shall notify the County and take remedial actions. Training of employees for detection of gas migration shall be included in the employee training program.</p>	In Compliance. On-Going	<p>Plans for the initial gas monitoring system are included in FDIP, Section 8.6. The monitoring and control of gas emissions via integrated and instantaneous surface emissions monitoring is conducted in accordance with the BAAQMD Rule 34 compliance plan requirements for the KCL. Perimeter probe results from collected monitoring data are compiled into a report. Gas monitoring data is submitted by KCL to the LEA and BAAQMD.</p> <p>As of September 20, 2007 regulations for Gas Monitoring and Control at Active and Closed Disposal Sites became effective. KCL submitted a Landfill Gas Monitoring Migration Monitoring Plan as required by the new regulations in September 2008. The Landfill Gas Migration Monitoring Plan was revised in response to LEA comments and subsequently approved by The LEA on August 3, 2009.</p> <p>Perimeter and surface landfill gas at KCL are monitored in accordance with CFR 258.23 (Subtitle D) and the BAAQMD Regulation 8, Rule 34. Perimeter and surface landfill gas monitoring are conducted on a quarterly basis. Perimeter landfill gas monitoring at the KCL have shown that there is no landfill gas migration off-site. The perimeter landfill gas monitoring probes were designed and spaced according to 27 CCR and BAAQMD requirements, and are in conformance with the criteria set forth in Subtitle D.</p> <p>On-site structures are monitored monthly, in accordance with 27 CCR, Section 20931, for detection of potential landfill gas migrating into building structures. The upper detection limit is 1.25 percent methane by volume.</p>
20.15	<p>Lateral Gas Barriers. The Landfill developer shall install a gas barrier or gas collection area on side slopes of the Landfill to prevent lateral gas migration through the sides of the Landfill. The barrier or gas collection area shall be approved by the Bay Area Air Quality Management District and shall be included in the Development and Improvements Plan.</p>	Completed. On-Going	<p>KCL operates a gas collection system on or near the slopes in general, and has installed horizontal collectors at the perimeter of the lining system when the perimeter probes are activated. This portion of the collection system is located only in the northeast corner of the lined area, approximately where the toe berm meets original ground just down hill from the east side liner area. "Barriers" as described in this condition are not in place at Keller. Barriers have not proven effective without significant collection infrastructure to ensure gas does not get diverted and causes a release in a different location. KCL has installed collection systems as needed to maintain compliance with CCR Title 27 (Subsurface) and BAAQMD/USEPA (Near-Surface) emissions requirements. Given the large buffer areas surrounding the landfill operations area, the best approach is to install and maintain a long-term collection system near a trouble area located within the waste mass, to "pull back" the gas.</p>

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20.16	<p>Settlement Protection. The Landfill developer shall use flexible piping and lightweight backfill for the Landfill gas collection system to ensure that settlement of the fill will not affect operation of the system.</p>	Completed. On-Going	<p>UPDATE: Source test reports for 2017 were submitted to the BAAQMD and County Department of Conservation and Development in accordance with this condition of approval. See report for Flare A-2, dated March 6, 2017; Flare A-1 submitted September 18, 2017.</p> <p>All materials and construction techniques approved by the BAAQMD are utilized to minimize potential settlement of fill. KCL has installed collection systems as needed to maintain compliance with CCR Title 27 (Subsurface) and BAAQMD/USEPA (Near-Surface) emissions requirements.</p> <p>Annual source tests are performed per Condition #17309 parts 30 and 31 of the Major Facility Review permit. Reports are filed with the BAAQMD and are available to interested agencies. The LFGTE power plant source testing is contained in its separate permit with the BAAQMD.</p>
20.17	<p>Landfill Gas Testing. The Landfill operator shall test Landfill gas for its toxic composition and for toxic constituents. The testing program shall be subject to the approvals of the Bay Area Air Quality Management District, Contra Costa Environmental Health and the Department of Conservation and Development. The Landfill operator shall provide the results to the County Department of Conservation and Development and Contra Costa Environmental Health on a bi-annual basis unless a more frequent interval is specified in the Solid Waste Facilities Permit.</p>	In Compliance. On-Going	<p>UPDATE: Source test reports for 2017 were submitted to the BAAQMD and County Department of Conservation and Development in accordance with this condition of approval. See report for Flare A-2, dated March 6, 2017; Flare A-1 submitted September 18, 2017.</p> <p>KCL conducts a source test at each flare once every year. Source test reports are submitted to the BAAQMD Compliance and Enforcement Division and the Source Test Section within 60 days of the test date. Each annual source test is required to determine specific parameters and constituents of landfill gas as specified in the Major Facility Review permit.</p> <p>KCL also conducts characterization of the landfill gas concurrent with the annual source test required by the above. Landfill gas sample(s) are analyzed for concentrations of carbon dioxide (CO₂), nitrogen (N₂), oxygen (O₂), methane (CH₄), and total non-methane organic compounds (NMOC) in addition to organic and sulfur compounds specified in Part 31 of the permit with BAAQMD. Test reports are submitted to the BAAQMD Compliance and Enforcement Division and the Source Test Section within 60 days of the test date.</p>
20.18	<p>Leachate Disposal. See Condition 17.10.</p>	Cross-Reference	<p>This condition solely cross-references another LUP condition. See Condition 17.10.</p>
20.19	<p>Cell Re-Opening. Previously-closed cells shall not be reopened without permission from Contra Costa Environmental Health. The Department of Conservation and Development shall be notified of any occurrence that potentially necessitates that one or more cells be re-opened.</p>	In Compliance. On-Going	<p>The facility is in compliance with this condition. Re-opening of cells is reviewed on case-by-case basis and only on approval by CCEH.</p>
20.20	<p>Fissure Repair. The Landfill operator shall inspect the Landfill daily. Surface cracks, fissures, eroded areas, or inadequately covered areas on the Landfill may require repairs within 24 hours. The Department of Conservation and Development shall be notified in writing at the time the operator identifies any substantial surface cracks or fissures requiring repairs beyond the placement and compaction of additional clean soil. Photo of the crack should accompany the written notice which describes the expected cause and corrective action plans and repair schedule. This activity shall be included in the employee training program</p>	In Compliance. On-Going	<p>Employees are trained in inspections for fissures and approved repair measures. Staff routinely inspects the Landfill's surface for fissures. Fissures are repaired as they are discovered. When found, fissures are filled with soil and thoroughly compacted.</p>

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Condition	Condition Description	Compliance Status	Comments
20.21	<p>Permanent Road Paving. The Landfill developer shall pave and maintain permanent access roads to control dust. A road used for one year or longer shall be considered to be a permanent road. Road construction shall be described in the Development and Improvements Plan.</p>	In Compliance. On-Going	Plans for permanent road paving are included in FDIP, Sections 8.8 and 8.9, Drawings 10 and 11. All roads designated for permanent paving have been completed and are maintained per this LUP and Condition #17309 Part 4 of the Major Facility Review permit issued by the BAAQMD.
20.22	<p>Temporary Road Paving. The Landfill developer shall pave and maintain temporary road with gravel or crushed aggregate. Temporary roads shall be wetted or chemically treated when necessary to control dust. Road construction shall be described in the Development and Improvements Plan.</p>	In Compliance. On-Going	<p>Plans for temporary paving are included in the FDIP, Section 8.9. Major Facility Review permit Condition #17309 Part 5(a) through 5(d) identifies five temporary roadway segments comprising haul roads to the Working Face and a secondary fire access road. Temporary paving material consists of a minimum of 12 inches of compacted gravel or crushed asphalt.</p> <p>The facility is in compliance with dust control measures of Major Facility Review permit Condition #17309 Parts 8(a) through 8(d), Part 9, Part 10, and Part 13 pertaining to control measures to be implemented depending on type of road, landfill vehicle traffic, and weather.</p>
20.23	<p>Speed Limits. The Landfill operator shall enforce speed limits set by the Contra Costa Environmental Health on internal site roads. The Landfill operator shall install appropriate signs and speed control devices. The maximum internal on-site speed limit shall be 20 mph unless otherwise specified by Contra Costa Environmental Health.</p>	In Compliance. On-Going	Posted speed limit for paved roads is 15 mph; speeds on unpaved roads and fire roads are limited to 10 mph and 25 mph, respectively, per Condition #17309 Part 6 of the Major Facility Review permit. Signs are installed and speed limits are enforced.
20.24	<p>Equipment Maintenance. The Landfill operator shall maintain Landfill equipment in optimum working order to ensure that vehicle emissions are controlled and equipment shall be fitted with spark arrestors so potential for causing fires is minimized. Equipment shall not be left idling when not in use. Maintenance records shall be kept on all pieces of Landfill equipment. The records are subject to review by Contra Costa Environmental Health. Equipment shall be stored, serviced, and repaired in a maintenance area designated in the Development and Improvements Plan and approved by the County Conservation and Development Department.</p>	In Compliance. On-Going	<p>Equipment maintenance is performed according to manufacturer specifications and at required intervals. Maintenance records are maintained by the operator and available for review by County agencies.</p> <p>All equipment maintenance operations are completed at the landfill. The equipment maintenance facility includes a 6,000 sq. ft. building that contains all equipment spare parts and material storage units for the site equipment maintenance operations (e.g., storage bins and cabinets, waste oil tanks, fuel tanks, water tanks). A maintenance yard is used for scheduled maintenance of heavy equipment including daily routine, minor, and major repairs. All equipment (including stationary equipment) are maintained, tested, monitored, and inspected on a regular basis to ensure that they are functioning and readily available.</p>
21.1	<p>Noise Control Objective. The Landfill operator shall manage the facility in a manner that minimizes noise impacts to area residents.</p>	Objective	<p>This is solely an Objective. See Conditions 21.2 - 21.8.</p> <p>Compliance with conditions of approval in LUP Section 21. Noise Control has minimized noise impacts to surrounding residential areas. DCD is not aware of any violations involving noise generated by the landfill.</p>

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21.2	<p>Noise Monitoring Program. The Landfill operator shall prepare and implement a noise monitoring and abatement program, which shall be approved by the County Department of Conservation and Development and Contra Costa Environmental Health. The program shall monitor noise levels at sensitive receptor locations, one West of Bailey Road and South of West Leland Road, one near Bailey north of West Leland, and another in the Jacqueline Drive area south of West Leland Road. The Director of Conservation and Development may specify other monitoring locations. Noise monitoring reports shall be submitted to the County Conservation and Development Department on a quarterly basis unless otherwise specified by the Director of Conservation and Development. If the monitoring noise levels at the Landfill boundary line or other monitored location exceed 60 dBA during daylight hours, or 50 dBA during the evening or at night, the County may require the operator to institute additional noise reduction measures to bring noise emanating from the Landfill to the forementioned levels or less.</p>	In Compliance. On-Going	<p>Noise monitoring is performed monthly and reports are prepared quarterly per the requirements of this condition. No off-site noise impacts have been consistently received since the landfill opened in 1992. Noise monitoring have demonstrated that ambient noise levels during periods the landfill is in operation are below the thresholds established in this condition at the landfill boundary line and other monitored locations. There is no history of consistent off-site noise complaints.</p> <p>See Community Development Department Memo, V. Conklin to C. Zahn, dated 10/15/1991, and as updated through 10/25/1991. Also see Health Services Department Memo from C. Nicholson to C. Zahn (CDD) dated 3/10/1992.</p>
21.3	<p>Toe Berm. See Condition 22.3.</p>	Cross-Reference	<p>This condition solely cross-references another LUP condition. See Condition 22.3.</p>
21.4	<p>Mitigation/Lift-Level Berms. See Condition 22.4</p>	Cross-Reference	<p>This condition solely cross-references another LUP condition. See Condition 22.4.</p>
21.5	<p>Construction Hours. See Condition 32.1.</p>	Cross-Reference	<p>This condition solely cross-references another LUP condition. See Condition 32.1.</p>
21.6	<p>Truck Noise Suppression. The Landfill operator shall require transfer trucks and other waste hauling vehicles using the facility to be equipped with factory approved noise suppression equipment, including engine compartment insulation. The Landfill operator shall request the California Highway Patrol actively enforce muffler and vehicle noise standards as required in the California Vehicle Code if, for any reason, noise from heavy trucks becomes a source of complaints in the project area, whether project-related or not. Transfer trucks and other waste hauling vehicles with faulty mufflers shall be denied access to the landfill after one warning by a landfill operator at the landfill entrance.</p>	In Compliance. On-Going	<p>Waste-hauling trucks to KCL are equipped with noise suppression features that are standard to the industry. The landfill operator's transfer trucks are subject to inspection and maintenance as part of the operator's equipment maintenance program. Maintenance is performed according to manufacturer specifications and at required intervals. Faulty mufflers would be replaced as they are identified.</p> <p>No truck noise complaints have been consistently received at the landfill office since the late 1990s. In response to concerns about noise resulting from trucks traveling over speed bumps near the landfill entrance, the landfill operator voluntarily removed the speed bumps. Since that time no complaints of truck noise have been received at the landfill office.</p> <p>The CHP periodically sets up a mobile inspection station outside of the landfill entrance to ensure compliance with vehicle safety and equipment requirements. The landfill operator has not had cause to request enforcement by the CHP.</p> <p>New procedures have been put in place at the Landfill if a truck is determined to have a faulty muffler (or mufflers) by landfill staff at the scale house or working face, the landfill staff shall record the truck tractor license number and date of determination. The operator of the subject truck may be issued a warning to repair the muffler (or mufflers) at the discretion of landfill staff, depending to the degree that muffler performance is believed to be degraded. The truck operator shall be allowed up to 21 days from the date of determination to effect repairs The truck operator shall be required to provide documentation of repair to the landfill scale house operator to avoid being denied future access to the landfill.</p>
21.7	<p>Landfill Vehicles. The Landfill operator shall provide Landfill equipment with the best available noise suppressing equipment to minimize sound generation.</p>	In Compliance. On-Going	<p>Landfill equipment are equipped with best available noise suppressing equipment as supplied by the manufacturer.</p>

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21.8	Gas Flare Muffling. If flaring is used to dispose of Landfill gas, the flares shall be contained in noise and glare-reducing housing. The housing shall be subject to the approval of the Contra Costa Environmental Health and Conservation and Development Departments and the Bay Area Air Quality Management District.	Completed. On-Going	Design of the gas flares was approved by the BAAQMD prior to operation, and are operated in accordance with BAAQMD Title V requirements.
22.1	Visual Quality Objective. The Landfill developer shall construct and operate the facility in such a manner that the high visual value of the surrounding area is maintained.	Objective	This is solely an Objective. See Conditions 22.2 - 22.14. Compliance with conditions of approval in LUP Section 22. Visual Quality has maintained the high visual value of the surrounding area. Landfill site development occurs only in approved areas as defined in the Report of Disposal Site Information, the FDIP, and landfill phase design and construction documents approved by the RWQCB.
22.2	Landscape Plan. The Landfill developer shall prepare and implement a site Landscaping Plan. The plan shall enhance the site's visual values as open space and its functional values as wildlife habitat. It shall minimize the visual impacts of the landfill operations and appurtenant facilities through revegetation and landscape screening. The plan shall show the plant species, size, and locations to be used to blend in with the existing natural vegetation. Natural, drought tolerant species shall be used, in accordance with State and local water conservation landscaping requirements. A landscape maintenance program shall be part of the plan. A Weed Monitoring and Control Program shall be included, containing a listing of noxious weeds, a monitoring program, and abatement measure options. A Landscape Plan shall be included in the Development and Improvements Plan. The Landscape Plan shall assure no visual impact on the Cities of Concord and Clayton consistent with the Environmental Impact Report.	Completed. On-Going	The Landscape (Screening) Plan that included all required elements of this condition is included in the FDIP, Sections 7.1 through 7.3 and Drawings LP-1, LP-2, and LP-3. The Landscape Plan was endorsed by the LAC. Installation of landscaping was phased. The Weed Monitoring and Control Program was included in the Range Management Plan in Condition 23.2 of this LUP. Also see Weed Control Program in Condition 23.5. See County Letter of acceptance dated 11/2/1992. Also see Community Development Department Memo, V. Conklin to C. Zahn, dated 10/15/1991, and as updated through 10/25/1991.
22.3	Toe Berm. The Landfill developer shall install the first phase of the toe berm prior to other landfill construction and development of the Landfill. Other sections of the toe berm shall be installed in stages (see condition 32.4). The toe berm shall be contoured to blend with existing topography. It shall be designed to screen the landfill access road. It shall be revegetated immediately with native grasses and other vegetation to blend in with the surrounding area.	Completed	Toe berm design is included in FDIP, Sections 3.1 and Drawings 14 & 23. See Community Development Department letter from C. Zahn to T. Cox (KCLC) which authorized construction of the toe berm. Also see Community Development Department letter from C. Zahn to T. Cox (KCLC) dated 12/30/1992 which authorized contouring of the toe berm. Also see Community Development Department memo from H. Bragdon to the Board of Supervisors dated 3/5/1992 which confirmed that the toe berm was constructed properly and keyed to the sub-surface. The toe berm slope stability analyses approval from the RWQCB and revegetation plan were substantiated by CDD on 10/23/1991. See Community Development Department Memo, V. Conklin to C. Zahn, dated 10/15/1991, and as updated through 10/25/1991.
22.4	Mitigation Berms. The Landfill developer shall install landscaped mitigation berms (lift-level peripheral berms) at the face of each lift in areas visible off the Landfill site, before beginning refuse disposal on the lift. The berms shall be landscaped to blend with existing terrain. Specific heights for the initial toe berm and each of its phases shall be established in the Final Development and Improvements Plan (Condition 15.1).	Completed. On-Going	The initial toe berm was constructed prior to other landfill construction. Design reports for all phases of site development take into consideration the potential for visual impacts, and are submitted to the County and the RWQCB for review and approval. Lift-level peripheral berms that may be visible from off-site are re-vegetated accordingly.
22.5	Lawlor Creek Corridor Plan. See Condition 23.3	Cross-Reference	This condition solely cross-references another LUP condition. See Condition 23.3.

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22.6	<p>Entrance Screening. The Landfill developer shall install landscaping at the entrance of the landfill to screen the entrance facilities from Bailey Road users. Olive trees shall not be included as part of the entrance landscape plan.</p>	Completed	<p>Design approved by the County subsequent to initial FDIP approval in 1991. All landscaping at the landfill entrance was installed.</p> <p>See Community Development Department Memo, V. Conklin to C. Zahn, dated 10/15/1991, and as updated through 10/25/1991. Also see Community Development Department letter from C. Zahn to T. Cox (KCLC) dated 11/2/1992 which authorized installation of entry streetscape landscaping.</p>
22.7	<p>Jacqueline Drive Terminus. The north terminus of Jacqueline Drive shall be landscaped, with native species, to shield near views of the toe berm. Planting of the terminus area shall begin as soon as practicable. The outside access road berm shall be a minimum of 15 feet high to shield transfer truck traffic and noise from nearby residences.</p>	Completed	<p>Completed at the "south" terminus of Jacqueline Drive. Included in landscape design plans approved by the County in 1993 and 1994 after initial FDIP approval in 1991. The landfill operator submitted a revised landscape plan for the Jacqueline Drive terminus on 8/30/1993 to account for a lack of water service previously requested from the City of Pittsburg and subsequently revised the plan in coordination with the County. See Plan B Landscaping Plan dated 12/28/1993.</p> <p>See Community Development Department letter from C. Zahn to T. Cox (KCLC) dated May 6, 1994 which authorized installation of Plan B landscaping.</p>
22.8	<p>Auxiliary Facilities Screening. The landscaping plan shall provide for the screening of auxiliary areas, such as the administrative buildings, parking lots, maintenance facilities, and screening of facilities shall occur during the first year of development. Enhancement of Lawlor Creek shall occur during the first year, to aid in screening facilities from Bailey Road users.</p>	Completed	<p>Design approved by the County subsequent to initial FDIP approval in 1991. All required landscape screening of facilities has been installed and is regularly maintained. See Community Development Department letters from C. Zahn to T. Cox (KCLC) dated 7/30/1992 and 9/23/1992 which authorized installation of landscaping at the administration building, and scale house and maintenance building, respectively. Lawlor Creek corridor was improved in 1998 as part of the Lawlor Creek Restoration Plan.</p>
22.9	<p>Architectural Treatment. Plans for buildings and other structures shall include architectural sections showing design and materials to be used. Buildings shall be designed to blend into the rural agricultural setting.</p>	Completed	<p>Architectural plans for buildings and other structures were included in the FDIP, Section 7.2. See Community Development Department letter dated 2/21/1992 from C. Zahn to B. Olney (KCLC) which authorized construction of auxiliary facilities as follows:</p> <ul style="list-style-type: none"> -- Administration building: Building Permit CO-175997 -- Maintenance building: Building Permit IN-175909 -- Scale House: Building Permits MI-175450 & MI-175970
22.10	<p>Area of Operations. Except during construction of modules and other major installations, the Landfill operator shall limit unvegetated working areas of the landfill, including the daily working face, to 25 acres for appearance and to control dust and erosion. The restriction shall not apply to grading for foundations, cover, site roads, berms and other construction, providing these are carried out expeditiously.</p>	In Compliance. On-Going	<p>Limiting unvegetated working areas to the greatest extent possible is standard operating procedure.</p>

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22.11	<p>Interim Revegetation. Interim revegetation shall be required on all areas that will be inactive for more than 90 days. Revegetation shall include native grasses, shrubs and trees to lend more variety and natural appearance to the finished landfill.</p>	In Compliance. On-Going	<p>Inactive areas typically generate ruderal vegetation during winter and spring as verified by site surveys. The working face is purposefully kept small (about 1 acre) at any given time to minimize the amount of area exposed.</p> <p>Interim revegetation of areas that will be inactive for more than 90 days is standard operating procedure. Also see Condition 20.9.</p>
22.12	<p>Water Tank Screening. The Landfill developer shall provide landscaping to screen the facility's water tanks. Where possible, the landscaping shall be installed prior to the installation of the tank. Consideration shall be given to subsurface or partially buried tanks, and to painting the structures with earthtone colors.</p>	Completed	<p>The water tank location was selected because it is not visible from off-site locations. Landscape screening of the water tank was not required due to natural topography and camouflage paint.</p>
22.13	<p>Final Cover. Final cover shall be contoured and landscaped to blend with existing topography.</p>	Not Yet Required	<p>Final cover has not yet been implemented and will be performed in accordance with this LUP condition, and the approved Preliminary Closure and Post-Closure Maintenance Plan.</p>
22.14	<p>Lighting. The Landfill developer shall design and locate the lighting system to reduce glare and reduce impact to area resi-dents. Focused directional security and operational lighting shall be installed. Operation lighting on the working face shall be turned off by 7:30 p.m. Security and entrance lighting shall be dimmed at 7:30 p.m.</p>	Completed	<p>All on-site and security lighting has been installed and is directed generally downward to avoid glare. Operation of lighting systems is performed per this condition. Also see LUP Condition 9.1.</p>
23.1	<p>Biotics Protection Objectives.</p> <p>a) The Landfill developer shall construct and operate the facility in such a manner that ensures, through protection and enhancement measures, that there is no net loss of significant habitat, wetland, woodland, or agricultural production.</p> <p>b) The Landfill developer shall provide at least twice the amount of mitigation wetland for significant wetland lost to the project (2-to-1 mitigation). A minimum of six acres of mitigation wetland shall be provided. Wetland loss shall be mitigated through the enhancement of stock ponds and sedimentation basins, or the creation of new wetlands.</p>	In Compliance. On-Going	<p>Four mitigation wetlands were created in 1992 in accordance with federal and state resource agencies. Total wetlands area of 8.57 acres, exceeded the 6.0-acre minimum for this Condition (USACOE permit minimum = 7.21 acres). A Biological Condition Compliance Review was conducted in 2003 which concluded that the 8.29 of mitigation wetlands in place at Keller did not warrant any wetland remediation (0.28 acres no longer met USACOE jurisdictional wetlands criteria). An additional 6.0 acres of Lawlor Corridor were enhanced through plantings of California native species and other riparian enhancements. These wetlands and enhanced areas continue to function as designed.</p> <p>See Community Development Department letter from C. Zahn to B. Olney (KCLC) dated 2/5/1992, which authorized construction of mitigation wetlands in the east Special Buffer Area in compliance with COA 23.1 and USACE Section 404 Nation-wide Permit No. 26. Streambed Alteration Agreement No. 1463-90 for wetlands construction was issued by the California Department of Fish and Game on 10/18/1991. The Final Wetland Mitigation and Monitoring Plan was substantiated by CDD on 10/23/1991.</p>

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Condition	Condition Description	Compliance Status	Comments
23.2	<p>Range Management Plan. The Landfill operator shall design and develop a Range Management Plan in order to provide for continued grazing on portions of the site. The Special Buffer Area shall remain as Agricultural Preserve, and development rights shall be conveyed to the County. The buffer area and other site range-lands of the Primary Project Area not exempted for habitat protection and not in active landfill use shall be enhanced as grassland/oak woodland, and shall provide grazing for at least 270 head of cattle, approximately the same number of cattle which presently graze on the site. Stock watering ponds shall be enhanced through planting of trees and shrubs. Grazing shall be restricted for a 1 to 2 year period in order for grasses to get reestablished. It shall provide for adequate grazing range, and for native tree species such as oaks to be planted for animal protection and to replace trees removed during landfill construction, while controlling soil erosion. The plan shall be prepared in consultation with the Contra Costa County Resource Conservation District and the Agricultural Extension Service. It shall be coordinated with the Landscape Plan, the Habitat Preservation Plan, and the Erosion and Sediment Control Plan developed for the landfill facility. It shall be subject to the approval of the County Community Development Department and it shall be included in the Improvements and Development Plan.</p>	In Compliance. On-Going	<p>Grazing was continued as an important element of the Range Management Plan.</p> <p>Included in FDIP, Section 5.1 Range Management Plan and Drawing RM-1, approved by the Community Development Department. The buffer area is maintained within the guidelines of this condition for grazing, habitat preservation and fire protection.</p> <p>The Special Buffer Area continues to be under Williamson Act contract (Contra Costa County, 2008) and is zoned A-4, Agricultural Preserve.</p>
23.3	<p>Lawlor Creek Corridor Restoration Plan. Enhancement of this riparian area shall replace habitat lost by the rerouting and covering of a portion of the unnamed drainageway within the waste placement area. This plan shall provide replacement for habitat lost to landfill construction. The Corridor Plan shall also provide screening of the landfill entrance and service facilities from Bailey Road. Livestock fencing shall be constructed around the perimeter of approximately 35 acres to exclude cattle from the riparian and oak woodland areas. Litter shall be removed from the creek and corridor, and fencing shall be established along Bailey Road to prevent unlawful disposal of trash. Riparian species of trees such as Willows, Fremont cottonwood, sycamore and other oak species, California Bay Laurel and shrubs shall be planted. The access road crossing of Lawlor Creek shall be designed and constructed in a manner that would be compatible with the aesthetics of the corridor and habitat enhancement. Installation of horizontal drainage pipes into hillsides may be provided to tap groundwater sources to improve creek flow conditions. A monitoring and maintenance program shall be established to insure wildlife habitat values are protected. Rock dams, overhangs, splash pools and erosion control structures shall be included in the corridor plan design. The detailed restoration plan shall be developed for Lawlor Creek in coordination with the County, the California Department of Fish and Game, U.S. Fish and Wildlife Service, local Audubon and California Native Plant Society representatives and other environmental organizations. A streambed alteration agreement shall be obtained if determined to be necessary by the CDF&G. A wetland modification permit shall be obtained from the Army Corps of Engineers if necessary. Implementation of the Restoration Plan shall take place during the initial development phase of the Landfill.</p>	Completed	<p>Streambed Alteration Agreement No. 1461-90 for Lawlor Creek was issued by the California Department of Fish and Game on 10/18/1991. A Restoration and Enhancement Plan was prepared in accordance with requirements of the County, U.S. Army Corps of Engineers, and California Department of Fish and Game, and implemented in 1997 and 1998.</p> <p>General plans are included in FDIP, Section 5.2, Drawing LC-1 and Appendix C, approved by the Community Development Department.</p> <p>Final Section 404 Monitoring Report Submitted August 26, 1998. Also See LUP conditions 22.8 and 23.1.</p>
23.4	<p>Sandstone Outcrop Area. Livestock fencing shall be constructed around the perimeter of the 72-acre sandstone area at the front of the Landfill to exclude cattle and preserve upland habitat area. Landfill personnel and construction operators shall be alerted regarding the protected area. Native trees such as Oak and California Buckeye shall be planted along the perimeter of this area. The adjoining equalization basin and toe berm shall be constructed to avoid damage to the protected area.</p>	Completed	<p>Sandstone outcroppings in this area have been protected by exclusionary livestock fencing. Siting and construction of landfill facilities in adjoining areas were implemented without damage to the sandstone outcrop area.</p>

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Condition	Condition Description	Compliance Status	Comments
23.5	<p>Weed Control Program. The landfill operator shall submit a weed control program to control introduced weedy species on the Landfill property as part of the Range Management Plan. The program is subject to approval by the County Conservation and Development Department. The weed control program shall include a list of noxious weeds, periodic monitoring of these species, and a weed control and removal program.</p>	In Compliance. On-Going	Weed control is performed in accordance with this condition, the Range Management Plan, and County Weed Abatement.
23.6	<p>Phased Construction. The Landfill operator shall construct and operate the Landfill in phases in order to reduce the acute impact to vegetation and wildlife habitat. Mature trees should be removed only as needed, not more than one year in advance of module development. Black walnut and other heritage tree cuttings shall be taken with the direction of a research organization such as the University of California's botanical garden.</p>	In Compliance. On-Going	Phased construction has been implemented since the landfill opening in 1992. No Black Walnut or heritage trees or high quality wildlife habitat exist within the approved area of disturbance for landfill facilities or operations.
23.7	<p>Vegetation Protection. The Landfill developer shall employ dust suppression measures to prevent damage from dust loading on vegetation. Periodic watering of vegetation adjacent to the fill working area shall be developed as part of the Range Management Plan.</p>	In Compliance. On-Going	Dust suppression measures are implemented in accordance with this LUP condition, Condition 17k(d) of the SWFP, and requirements of Condition #17309 in the Major Facility Review permit issued by BAAQMD. Also see Condition 20.5.
23.8	<p>Wildlife Exclusion and Vector Control. The Landfill operator shall construct fences around the working area of the site, limit the size of the working face, and cover refuse at least daily in order to exclude wildlife and control vectors at the working area of the site.</p>	In Compliance. On-Going	Wildlife exclusion and vector control are implemented per the requirements of this condition and the SWFP regulating landfill operation. Fences in the working area for wildlife exclusion have not proven necessary as determined by the LEA. The working face size is limited to less than 3 acres by Condition 17.17 of this LUP, and 1 acre by Condition 17h in the SWFP.
23.9	<p>Supplemental Wildlife Surveys. The Landfill developer shall conduct additional surveys to establish the presence or indicate the absence of the following species at the landfill site.</p> <p>a) San Joaquin Pocket Mouse. The survey shall be conducted according to USFWS recommendations. If found, the developer shall follow USFWS guidelines regarding appropriate mitigation procedures.</p> <p>b) The California Tiger Salamander and the Alameda Whipsnake. The salamander study shall take place during the rainy season. If salamanders are found to exist in the unnamed creek, they shall be trapped and released to the Lawlor Creek area. If the Alameda Whipsnake is encountered, then facilities such as the equalization basin, and the access road shall be relocated further from the outcrop area. The outcrop reserve shall be expanded to include the easternmost outcrops. Consideration shall be taken in siting facilities and any activities north of access road. Lighting shall be shielded and shall illuminate only paved areas in this vicinity.</p>	Completed. Updated As Needed	<p>Supplemental wildlife surveys were conducted in 2003. No special status wildlife species were observed in the primary project area of the landfill during site visits. Based on existing habitat conditions, there is a moderate to high potential of occurrence for these special status wildlife species to occur on or adjacent to the primary project area: 1) San Joaquin pocket mouse, 2) California horned lark, and 3) loggerhead shrike. Two additional species, the California tiger salamander and the California red-legged frog, occur in adjacent areas and could disperse through the project area. Habitat assessments for these species were conducted in accordance with state and federal guidelines. The habitat assessments concluded that surveys were not warranted based on the probability the species may occur in the primary project area of the landfill, as follows: California red-legged frog = low probability, California tiger salamander = low probability,</p> <p>Earlier supplemental survey data submitted to the U.S. Fish and Wildlife Service were substantiated by CDD on 10/15/1991. See Community Development Department Memo, V. Conklin to C. Zahn, dated 10/15/1991, and as updated through 10/25/1991.</p>

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Condition	Condition Description	Compliance Status	Comments
24.1	Bird and Vector Control Objective. The Landfill operator shall manage the facility in such a manner that prevents and controls the attraction and/or generation of birds and vectors at the site.	Objective	This is solely an Objective. See Conditions 24.2 - 24.7. Compliance with these conditions of approval in LUP Section 24. Bird and Vector Control prevents and controls attraction and/or generation of birds and vectors at the landfill operations area.
24.2	Soil Cover Frequency. See Condition 20.3.	Cross-Reference	This condition solely cross-references another LUP condition. See Condition 20.3.
24.3	Working Face. See Condition 17.17	Cross-Reference	This condition solely cross-references another LUP condition. See Condition 17.17.
24.4	Bird Control. If birds become a problem at the Landfill in the judgement of Contra Costa Environmental Health, the Landfill operator shall institute a contingency bird control program. Such a program may consist of monofilament or wire lines suspended in the air at appropriate intervals over and around the active disposal area. The Landfill operator shall retain a biologist during the initial period of operation to (1) assess the effectiveness of the monofilament line for bird control and (2) assess the effect of the line on avian predator species. If necessary, additional corrective measures shall be taken at that time. Such measures may include a reduction in the size of the working face of the landfill, the use of nets over the working face, or the use of a habitat manipulation and modification program.	In Compliance. On-Going	Implementation of LUP COA 24.4 and 24.5 is routinely coordinated with the SWFP Section 17k(f). The Bird Control Plan for Keller Canyon Landfill was updated on January 14, 2014. The plan includes elements on bird species identification, bird control methods, and specific bird control measures. The control program involves dispersal in conjunction with whistlers, crackershells, and distress calls played over a loudspeaker attached to a vehicle. Monthly on-site inspections by the LEA have not indicated problems with control of birds and vectors.
24.5	Rodent Control. If waste compaction does not eliminate live rodents from the Landfill footprint, or if rodents (other than small numbers of field mice, etc.) occupy facility landscaping or agricultural areas, the operator shall work with the local enforcement agency to identify the reasons for the presence of rodents and make appropriate changes in operational procedures. If an eradication program is necessary, the use of alternative rodent control programs such as sustained live trapping using nonpoisonous baits, and natural biological control shall be considered. Anti-coagulants shall be administered by a pest management professional in a manner which minimizes exposure to avian predators. Class 1 pesticides shall not be used.	In Compliance. On-Going	See 24.4 above.
24.6	Mosquito Control. The Landfill operator shall grade areas within the Landfill property to prevent ponding of water which could harbor mosquitos (except for sedimentation ponds and riparian habitat areas). Sedimentation ponds shall be stocked with mosquito fish unless otherwise specified by the Mosquito & Vector Control District. If a mosquito problem persists, Contra Costa Environmental Health may require the preparation and implementation of additional mosquito control measures, such as spraying of non-toxic larval suppressant.	In Compliance. On-Going	See 24.4 above. The landfill operator works closely with the County Mosquito Abatement District to ensure approved controls and methods are used to control mosquitos. If required, stocking of sedimentation ponds with mosquito fish would be implemented as directed by the County Mosquito Abatement District. Typically there is insufficient standing water in the sedimentation basin to support mosquito fish.
24.7	Fly Control. The Landfill operator shall limit the size of the working face and shall cover refuse daily in order to prevent fly proliferation. If an eradication program is necessary, the use of a pest-control specialist shall be considered and a plan implemented pursuant to approval by Contra Costa Environmental Health.	In Compliance. On-Going	Fly control is achieved by limiting the size of the working face per LUP Condition 17.17 and Condition 17h of the SWFP. Cover practices and materials are in accordance with requirements of both permits. Also see Condition 24.4.

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25.1	<p>Litter Control Objective. The Landfill operator shall manage the facility in a manner which confines litter to the working face of the Landfill, which prevents litter from accumulating another parts of the site, and which prevents litter from being blown off the site.</p>	Objective	<p>This is solely an Objective. See Conditions 25.2 - 25.11.</p> <p>In 2015 substantial improvements were made to the facility's on-site litter control system. See conditions 25.5 and 25.6 below. No uncontrolled litter incidents occurred in 2015.</p> <p>The site is in compliance. Litter control is conducted during all hours of operation as specified in Section 25 of this LUP and condition 17k(e) of the SWFP.</p>
25.2	<p>Load Covering. The Landfill operator shall implement a program requiring landfill users (customers) to securely containerize their load to avoid littering and exclude uncovered loads from arriving at the Landfill consistent with the requirements of Section 418-2.008 of the County Code. The program shall be subject to the approval of the County Department of Conservation and Development and Contra Costa Environmental Health. See also Condition 7.2.</p>	In Compliance. On-Going	<p>See Conditions 7.1 and 7.2 for load covering requirements.</p>
25.3	<p>Load Cover Enforcement. If routine enforcement of load cover requirements is not effective, the Landfill operator shall offer to contract with the Sheriff's Department to enforce regulations requiring the covering of trucks and trailers.</p>	Not Yet Required	<p>Republic Services removed the "How's My Driving?" stickers from their trucks and replaced them with "Together for Safer Roads" stickers. Incidents of litter bounce out from Republic trucks can still be recorded using the truck number which identifies every truck, and using the local phone number printed on all trucks. Republic Services is a member of Together for Safer Roads, an organization made up of private sector companies dedicated to improving traffic safety on the nation's roads. Republic is implementing a program of Best Practices for its fleet of vehicles related to road safety management, safer roads and mobility, safer vehicles, and safer road users. Republic trucks and trailers are numbered. Complainants must call Keller directly to report concerns.</p> <p>Every incoming load is inspected to ensure all waste-hauling vehicles are covered. Waste loads are screened for excessive littering and inadequate covering. All transfer trucks are required to have tarps covering their loads. In addition, all transfer trucks owned by the landfill operator have large easily visible truck numbers that allows citizens to contact the operator if litter is observed falling from transfer trucks. The Landfill owner/operator has had no cause to request load cover enforcement from the County Sheriff's Department.</p>
25.4	<p>Contingency Litter Control. Under windy conditions, the Landfill operator shall cover the refuse with County approved cover materials as often as necessary to control blowing litter. Other options shall be considered as necessary, including the alignment of unloading areas away from the prevailing wind direction, increasing the number of compactors, decreasing the active face size, and reducing the number of vehicles tipping at one time. The Contingency Litter Control measures shall be contained in the Litter Control and Prevention Program that is subject to review and approval of the Department of Conservation and Development and Contra Costa Environmental Health. Contra Costa Environmental Health shall have the authority to enforce this requirement. See Section 20.8.</p>	In Compliance. On-Going	<p>UPDATE: No litter issues have occurred since the last permit review. Litter is contained on-site and crews continue to clean the site daily. Contingency litter control has not been necessary since the last Permit Review.</p> <p>Portable litter fences are provided as necessary around the unloading and receiving areas to prevent litter from migrating off-site. A permanent litter fence has been constructed at the east edge of the landfill operations area. In the event that litter is generated by extremely high winds, the Landfill owner/operator deploys emergency crews to collect on and off-site litter blown beyond the normal containment areas.</p> <p>Litter incidents are recorded by DCD and also in the Log of Special Occurrences maintained by KCL. Also see Condition 20.2. The Department of Conservation and Development is not aware of any complaints related to litter that have not been addressed in a timely manner by the landfill operator.</p>

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Condition	Condition Description	Compliance Status	Comments
25.5	<p>Portable Litter Fences. The Landfill operator shall install portable fencing near the working face of the Landfill to inter-cept windblown debris.</p>	In Compliance. On-Going	<p>UPDATE: In 2016 and 2017, movable "bull fences" are used in proximity to the Phase 3B1 working face as needed.</p> <p>Portable litter fences were initially approved as submitted in the Solid Waste Facility Permit, subject to continued inspection by the County HSD (see memo from C. Nicholson, HSD to C. Zahn, CDD dated 3/10/1992).</p> <p>Portable litter fences are provided as necessary around the unloading and receiving areas to prevent litter from migrating off-site per this LUP condition and condition 17k(e) of the SWFP.</p>
25.6	<p>Permanent Litter Fence. The Landfill operator shall install a permanent fence of wire around the current fill area of the Landfill. The location shall be subject to the approval of Contra Costa Environmental Health.</p>	Completed. On-Going	<p>In 2015, the existing 20-foot-tall permanent litter fence at the top of the main haul road was extended approximately 1,500 feet to the west; approximately 1,100 feet of new 20-foot-tall permanent litter fence was also installed upslope and south of the main haul road adjacent to Phase 3B1. KCL regularly removes litter from these permanent litter fences. It also maintains a litter pick up labor force that can be deployed immediately in the event of an on or off-site litter incident.</p> <p>The permanent litter fence was initially approved as submitted in the SWFP, subject to continued inspection by the County HSD (see memo from C. Nicholson, HSD to C. Zahn, CDD dated 3/10/1992).</p> <p>The permanent litter fence was installed prior to commencement of landfill operations in 1992.</p>
25.7	<p>On-Site Litter Policing. The Landfill operator shall remove litter from the litter fences and planting screens at least once each day. On-site roads, including 500 feet of Bailey Road south of the site entrance, shall be policed at least daily. Contra Costa Environmental Health may require more frequent policing to control the accumulation of litter.</p>	In Compliance. On-Going	<p>Keller Canyon Landfill has an extensive litter control program in place. The landfill operator enforces the covered load program at the scale house by reminding any untarped customers (which are rare) of the requirement. Daily on-site litter removal is performed in accordance with this LUP condition, the Litter Management Plan, and the SWFP Condition 17k(e). Monthly inspections by the LEA have indicated an acceptable level of litter control. Extensive onsite controls are in place to ensure litter is controlled within the site boundaries.</p>

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Condition	Condition Description	Compliance Status	Comments
25.8	<p>Off-Site Litter Policing. The Landfill operator shall provide weekly (or more frequent) litter clean-up along Bailey Road from Highway 4 to at least 500 feet south of the site entrance. Based on experience, the County Department of Conservation and Development or Contra Costa Environmental Health may modify frequency of clean-up and/or area of coverage. If wind-blown litter from the landfill reaches other properties, the Director of Environmental Health or the Director of Conservation and Development may require the Landfill operator to remove the litter and the Director(s) may require the operator to institute additional measures to prevent recurrence of the problem.</p>	In Compliance. On-Going	<p>UPDATE: The voluntary off-site litter pick up program described below has continued in 2017.</p> <p>In response to County and City of Pittsburg concerns about off-site litter, KCL continued with a voluntary weekly litter pick up program for the vacant parcels on the east side of Bailey Road, between West Leland Road and the Highway 4 ramps as described below. A log is maintained at the landfill office detailing dates of pick up for the year 2015 to-date. A log of off-site litter policing is also maintained for the residential areas north of the landfill in residential areas in the vicinity of San Remo Way, Jacqueline Drive, and Santa Maria Way. Where applicable, before and after photos are taken of litter incidents and subsequent clean up. KCL maintains a litter pick up labor force that can be deployed immediately in the event of an on or off-site litter incident.</p> <p>Off-site litter removal is performed from West Leland Road to at least 500 feet south of the landfill entrance in accordance with this LUP condition and the facility Litter Control and Prevention Plan. . In addition, Keller Canyon Landfill's litter control program includes voluntary pick up of litter in areas between Highway 4 and W. Leland Road. Landfill personnel regularly pick up litter in the vacant lot by the bus stop across from the shopping center on Bailey Road. In addition, the landfill operator participates in the Adopt-a-Highway program for the area from the San Marco exit to Bailey Road, including the off-ramp at Bailey Road. This program was previously suspended at the direction of CalTrans during Hwy 4 construction, but was recently re-instated at the request of Keller Canyon Landfill. The landfill operator also enforces the covered load program at the scale house by reminding customers with untarped loads (which are rare) of the requirement.</p>
25.9	<p>Littering Signs. The Landfill operator shall post signs, as determined necessary by the County Public Works Department, along access roads to the Landfill noting littering and illegal dumping laws. The Landfill operator shall post signs at the Landfill entrance noting the hours when the Landfill is open. The operator should periodically publish these laws and operating hours in mailings to Landfill clientele.</p>	Not Yet Required	<p>A sign specifying landfill operating hours is posted at the site entrance. Off-site signage was deemed unnecessary by the County Public Works Department (PWD) . (See memo from J. Causey, PWD to C. Zahn, CDD dated 2/26/1992.) The County staffs and maintains a countywide illegal dumping hotline and the phone number is: 1-800-NO-DUMPING or (1-800-663-8674)</p> <p>With nearly 25 years of continuous operation in which public self-haul is prohibited, landfill clientele are familiar with facility operating hours as opposed to potential conflicts that may occur from self-haul customers who arrive at the facility after hours. There have been no instances of illegal dumping for example, resulting from a customer who arrived at the facility after hours.</p>
25.10	<p>Clean-Up Bond. The Landfill developer shall deposit a surety bond for \$10,000 payable to the County to use for clean-up in the event of emergency or disputed littering or spills.</p>	In Compliance. On-Going	<p>The initial Performance Bond (# 571-10-31) in the amount of \$10,000 went into effect on 5/7/1992. It was issued by Safeco Insurance as a surety for Contra Costa County in the event it was needed to clean-up litter or spills not remedied by the Operator. The initial Bond listed BFI which was the parent company that owned the landfill at the time. Since that time the parent company has changed more than once and the Bond had also been renewed. The landfill operator secured a new bond in the name of Republic Services, the current parent company which is on file with County DCD.</p>
25.11	<p>Public access. Public access to the landfill shall be prohibited unless such access is provided for special events, such as tours, open house functions or wetland field trips for local schools.</p>	In Compliance. On-Going	<p>Signage prohibiting public access to the landfill is posted at the landfill entrance and enforced on-site.</p>

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Condition	Condition Description	Compliance Status	Comments
26.1	<p>Safety Objective. The Landfill operator shall manage the facility in a manner which does not impair the safety of persons living in its vicinity, Landfill users, or Landfill employees.</p>	Objective	<p>This is solely an Objective. See Conditions 26.2 - 26.11.</p> <p>UPDATE: From July 31, 2016 through August 2017, there was no lost time due to injuries or accidents. KCL maintains a very active safety program and conducts monthly safety meetings.</p> <p>Implementation of conditions of approval in this LUP Section 26. Public Safety has maintained a high degree of safety for landfill users, employees, and the surrounding area.</p>
26.2	<p>Emergency Plan. The Landfill operator shall prepare an emergency plan specified by the Solid Waste Facilities Permit and approved by Contra Costa Environmental Health. The emergency plan shall include the following:</p> <ul style="list-style-type: none"> (a) A fire and explosion component. (b) A seismic component. (c) A hazardous waste spills and contamination containment component. (d) An evacuation component. 	Completed. On-Going	<p>The Emergency Plan was originally approved by County HSD as submitted in the RDSI in 1992 (See memo from C. Nicholson, HSD to C. Zahn, CDD dated 3/10/1992).The current Emergency Plan is contained in the updated RDSI which was approved in conjunction with the Solid Waste Facility Permit by HSD and CalRecycle.</p>
26.3	<p>Employee Safety Equipment. The Landfill operator shall provide or require employees to provide safety equipment, such as safety glasses, hard hats, safety shoes, gloves, coveralls, and noise reducers as required by state and federal safety agencies and Contra Costa Environmental Health.</p>	In Compliance. On-Going	<p>Safety equipment is provided to landfill personnel as necessary in compliance with 27 CCR, 21600(b)(5)(F). Equipment includes: boots, hard hats, reflective vests, ear and eye protection, filtration masks and self-contained breathing apparatuses. All personal protective equipment (PPE) used by KCL employees in the course of their work must be used and maintained in a sanitary and reliable condition, whenever it is required, based on hazard assessments of district job/tasks. A hazard assessment using the PPE matrix included in the Personal Protective Equipment Program included in Appendix E must be performed for each distinct job/task to determine if hazards are present which require use of PPE. In Fire extinguishers are located in onsite buildings, operating equipment and maintenance and support vehicles.</p>
26.4	<p>Employee Training. The Landfill operator shall develop and implement training and subsequent refresher training programs covering accident prevention, safety, emergencies and contingencies ("bad-day" scenarios), gas detection, identification of hazardous materials and ground fissures, first aid, and instruction in the use of equipment. The programs shall be subject to the approval of Contra Costa Environmental Health.</p>	In Compliance. On-Going	<p>Training records are kept for each employee and maintained in personnel files. Additionally, all KCL employees participate in a company-wide, monthly safety incentive program. This program provides financial rewards to employee groups for demonstrated safe work habits.</p> <p>The training program was originally approved by County HSD as submitted in the RDSI in 1992 (see memo from C. Nicholson, HSD to C. Zahn, CDD dated 3/10/1992). All employee safety training is performed in accordance with this LUP condition and State requirements. Training for operations personnel is provided in health and safety, hazardous waste identification, handling and storage procedures, environmental control systems management and proper waste handling and disposal procedures. Training provides site personnel with a thorough understanding of operator responsibilities to ensure that landfill operations are conducted under safe working conditions to minimize potential public health and safety problems, and to maintain a high degree of compliance with all applicable solid waste handling and disposal regulations.</p>

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26.5	First Aid Equipment. The Landfill operator shall provide and maintain supplies located in easily accessible areas. The first aid supplies shall be consistent with the Occupational Safety and Health Administration requirements and subject to the approval of Contra Costa Environmental Health.	In Compliance. On-Going	All employee first aid equipment is provided in accordance with this LUP condition, and State and federal requirements, and subject to monthly inspections by the LEA.
26.6	Emergency Communications. The Landfill operator shall provide radio phones or telephones for employee use to call for medical and other emergency assistance. Phone numbers to use for outside emergency assistance shall be clearly posted on the Landfill and in other work areas. The communications system shall be subject to the approval of Contra Costa Environmental Health.	In Compliance. On-Going	The emergency communications system was originally approved by County HSD as submitted in the 1992 RDSI (see memo from C. Nicholson, HSD to C. Zahn, CDD dated 3/10/1992). All emergency communications equipment and phone numbers are in accordance with this LUP condition and State requirements, and subject to monthly inspections by the LEA.. In accordance with 27 CCR, Section 20615, the LEA, local health agency have been notified in writing of the names, address, and telephone number of the operator. A list of names of the site personnel for KCL to contact in the event of an emergency, along with the emergency procedures, are posted in the site office and operations trailer.
26.7	Emergency Eye Baths and Showers. The Landfill operator shall provide facilities for emergency eye baths and emergency showers. The facilities shall be subject to the approval of Contra Costa Environmental Health.	In Compliance. On-Going	All emergency eye baths and showers are in accordance with this LUP condition and State requirements, and subject to monthly inspections by the LEA.
26.8	Equipment Maintenance. The Landfill operator shall prepare and implement an equipment maintenance program which shall be approved by Contra Costa Environmental Health prior to the commencement of operations. The program shall address transfer vehicles and other refuse-conveying vehicles stored on the site as well as the station's refuse-moving vehicles and mechanical equipment. Vehicles and equipment shall be regularly cleaned to reduce the risk of fires.	In Compliance. On-Going	The equipment maintenance program was originally approved by County HSD as submitted in the 1992 RDSI (see memo from C. Nicholson, HSD to C. Zahn, CDD dated 3/10/1992). Equipment maintenance is performed according to manufacturer specifications and at required intervals. Maintenance records are maintained by the operator and available for review by County agencies. See Health Services Department Memo from C. Nicholson to C. Zahn (CDD) dated 3/10/1992.
26.9	Gas Migration Monitoring. The Landfill operator shall prepare and implement a gas migration monitoring program to detect underground gas migration. Landfill buildings and paved areas within 1,000 feet of the Landfill disposal area shall be monitored unless otherwise specified in state regulations. The monitoring program shall be approved by Contra Costa Environmental Health.	Completed. On-Going	The gas migration monitoring program was originally approved by County HSD as submitted in the 1992 RDSI, subject to continued inspection (see memo from C. Nicholson, HSD to C. Zahn, CDD dated 3/10/1992). Landfill Gas Migration Monitoring is performed per this condition and requirements of permits with the BAAQMD
26.10	Refuse Cover. See Condition 20.3.	Cross-Reference	This condition solely cross-references another LUP condition. See Condition 20.3.
26.11	Load Inspection. See Condition 7.1.	Cross-Reference	This condition solely cross-references another LUP condition. See Condition 7.1.

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Condition	Condition Description	Compliance Status	Comments
27.1	Security Objective. The Landfill operator shall manage the facility in a manner which prevents unauthorized persons from having access to the working areas of the Landfill both during and after operating hours.	Objective	<p>This is solely an Objective. See Conditions 27.2 - 27.4.</p> <p>UPDATE: There were no significant security breaches of the site or facilities in 2015, 2016, or 2017 to-date.</p> <p>Site security at the site includes: a locked entrance gate, fencing along the entire property boundary and the manned fee booth/scale area. Access to the site is monitored by the Fee Station Attendants at the scale house when the facility is open for business. A fence around the entire facility controls unauthorized access to the site. The LFGTE facility and flare station are fenced off and locked during non-business hours while the sedimentation basin is also fenced off along the edge of the perimeter or access road. At all other times, the entrance gate is securely locked. Security lighting is provided at the entrance gate, the administrative building, the scale house area, the maintenance facilities, and the utilities areas. KCL can provide additional site security measures, as deemed necessary.</p>
27.2	Security Fencing. The Landfill developer shall install a security fence around the perimeter of the site with lockable gated entrances and exits. The fence shall be located to minimize its visual impacts. It shall be included in the Development and Improvements Plan.	Completed	<p>The Security Fencing plan is included in FDIP Section 10.10. Approved by the Riverview Fire Protection District on 10/22/1991. County HSD deferred to the Fire District's approval (see memo from C. Nicholson, HSD to C. Zahn, CDD, dated 10/24/1991. See memo from V. Conklin, CDD to C. Zahn, CDD dated 10/15/1991, and as updated through 10/25/1991.</p> <p>Security fencing was installed prior to the landfill opening. The initial portion of fencing was authorized in a Community Development Department letter from C. Zahn to B. Olney (KCLC) dated 2/6/1992; installation of the remainder of perimeter fencing was authorized by CDD in a letter from C. Zahn to B. Olney, KCLC dated 7/24/1992. Fencing is maintained or repaired as the need arises.</p>
27.3	Security Staffing. The Landfill operator shall staff the Landfill 24 hours per day. Private security services may be retained when the site is not open to patrol and/or aid with investigating after hours odor complaints (see Condition 20.2) as needed.	In Compliance. On-Going	<p>Private security services patrol the site when the landfill is not open, from landfill closure until 6:00 A.M. and all day on Sunday. The level of security is managed to ensure landfill assets are protected. On-site patrols include all landfill buildings, facilities such as the scalehouse, flare system, water tank, and leachate tanks, and major equipment. Security breaches have been very rare at the site. No buildings or facilities have experienced forced entry or burglaries. The last incident involved vandalized windows on a piece of earthmoving equipment in 2008.</p>
27.4	Security Lighting. The Landfill developer shall install and operate adequate lights at the entrance area to the Landfill. The lighting shall be provided in a manner which minimizes glare to nearby residents and road users. The security lighting shall be covered in the Development and Improvements Plan.	In Compliance. On-Going	<p>The Security lighting plan is included in the FDIP, Section 10.11. Lighting was installed and is maintained per the requirements of this condition and the FDIP. Security lighting is operated in compliance with LUP Condition 9.1.</p>
28.1	Cultural Resource Preservation Objective. The Landfill developer shall construct the facility in such a manner that preserves important archaeological or historic sites.	Objective	<p>This is solely an Objective. See Conditions 28.2 - 28.3.</p> <p>Implementation of conditions in LUP Section 28. Cultural Resources has preserved known cultural resources.</p>
28.2	Employee Access. Employee access to the buffer area, the Lawlor Creek area, or the sandstone outcrop area shall be limited to duties associated with landfill maintenance. Artifact collection or vandalism in these areas shall be strictly prohibited.	In Compliance. On-Going	<p>There are no regular landfill disposal operations in the Special Buffer Area or Lawlor Creek corridor. Public access is prohibited. Employee access to these areas is limited.</p>

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Condition	Condition Description	Compliance Status	Comments
28.3	<p>Archaeology. The Landfill operator shall cease work in the immediate area if buried human remains or archaeological features (e.g., petroglyphs) are uncovered during construction or operation. Work in the immediate area shall cease until a qualified archaeologist is consulted and approves resumption of work. Should human remains which may be of Native American origin be encountered during the project, the County Coroner's Office shall be contracted pursuant to the procedures set forth in the Health and Safety Code. The County Conservation and Development Department shall also be notified.</p>	In Compliance. On-Going	To-date, no buried human remains or archaeological resources have been discovered during site development or landfill operations.
29.1	<p>Traffic Objective. The Landfill operator shall manage the facility in such a manner that provides safe, efficient transport of solid waste, while minimizing impacts to County residents.</p>	Objective	<p>This is solely an Objective. See Conditions 29.2 - 29.10.</p> <p>Implementation of conditions of approval in LUP Section 29. Transportation and Circulation is meeting the objectives of safety, efficient transport, and minimizing traffic impacts to area residents. The Traffic and Circulation Plan is included in the FDIP, Sections 11.1 through 11.7.</p>
29.2	<p>Access Route. Access to the landfill facility shall be via State Highway 4, and Bailey Road unless alternate routes are approved by the County Department of Conservation and Development on an interim basis. No waste-hauling traffic shall be allowed entrance to the landfill from Bailey Road south of the site. The Landfill operator shall specify use of the prescribed route in all user contracts and shall notify non-contract users of the requirement. At the request of the Board of Supervisors, the Landfill Operator shall reimburse the County for the cost of enforcement of this Condition on the access route. The Board of Supervisors may also request the Landfill operator to reimburse the City of Concord for an access control police inspection stop on Bailey Road should it become necessary to enforce this access route condition.</p>	In Compliance. On-Going	The vehicle access route to/from the landfill is strictly enforced by the Landfill operator. The prescribed route is specified in all user contracts. Non-contract users are informed of the prescribed access route. No additional enforcement from City of Pittsburg or City of Concord law enforcement has been required.
29.3	<p>Landfill Access Road. The Landfill developer shall install a paved, two-lane access road between Bailey Road and the edge of the current working lift of the landfill. A facility parking lot, a bridge across Lawlor Creek, a 12-foot turnaround lane, and parking/turn-off lanes shall be provided. the traffic lanes shall be built to a suitable Traffic Index (between 10.0 and 10.5). The roadway shall be constructed of all-weather driving surfaces of not less than 20 feet of unobstructed width, and not less than 13'-6" of vertical clearance, to all landfill areas within the site. The road shall not exceed 20% grade, shall have a minimum centerline turning radius of 30 feet, and must be capable of supporting the imposed loads of fire apparatus (20 tons). The access road shall be operational when the landfill opens. All costs shall be borne by the Landfill developer. The design and specifications of the roadway shall be approved by the County Public Works and Conservation and Development Department in consultation with the applicable Fire Protection District.</p>	Completed	Landfill Access Road design information is included in the FDIP, Section 11.1, Drawings 8-13. Approval for completion of on-site roads was issued by CDD in a letter from H. Bragdon to B. Olney, KCLC dated 12/13/1991. A memo from C. Nicholson, HSD to C. Zahn, CDD dated 12/12/1991 concurred that all paved roads met design specifications and requirements Title 14 CCR. Authorization to construct Bailey Road improvements; and landfill entrance and intersection design was issued by CDD in a letter from C. Zahn to B. Olney, KCLC dated 12/20/1991. Final Construction Quality Assurance (CQA) for Phase 1A completed July 29, 1992. The landfill access road was designed and constructed in accordance with standards of the County Department of Public Works.

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Condition	Condition Description	Compliance Status	Comments
29.4	<p>Landfill Entrance. The Landfill developer shall construct the Bailey Road entrance to the site in a manner that provides safe access into the landfill. This improvement shall include the following for proper sight distance and intersection design: a separate left turn lane at least 150 feet in length and an acceleration lane, at least 1200 feet in length, leading north on Bailey Road, away from the site. The landfill developer shall also become responsible for a traffic signal at a later date, if warranted. The County Public Works Department shall approve the design of the entrance and estimate its cost. All costs shall be borne by the Landfill developer.</p>	Completed	Landfill Entrance design is included in FDIP, Section 11.2. The landfill entrance was designed and constructed in accordance with standards of the County Department of Public Works.
29.5	<p>Bailey Road, Pittsburg city limits to the Landfill Entrance. The Landfill developer shall reconstruct the sections of Bailey Road between the city limits and the landfill entrance. The reconstructed roadway shall provide the sight distance, and roadway geometrics (including shoulder widening) specified by the County Public Works Department for truck use. This shall include two twelve-foot lanes with eight-foot shoulders. These improvements shall be in place prior to commencement of landfill operations. The Landfill developer shall upgrade the pavement capacity to reflect a 20-year life (an estimated Traffic Index of 10.0 - 10.5) along Bailey Road between the Pittsburg city limits and the landfill entrance. The County Public Works Department shall approve the design of the roadway and pavement reconstruction and estimate its cost. All costs shall be borne by the Landfill developer.</p>	Completed	<p>Design plans for reconstruction of Bailey Road is included in FDIP, Section 11.3, Drawings 4 through 7. The section of Bailey Road as defined in this condition was designed and constructed in accordance with standards of the County Public Works Department.</p> <p>On 10/20/1992 the Board of Supervisors authorized a Joint Exercise of Powers Agreement (JEPA) between the County and the City of Pittsburg for the purpose of constructing certain road improvements to Bailey Road within the City's jurisdictional boundaries from just south of West Leland Road to just north of Maylard Street. The JEPA became effective on 3/18/1993. The County Public Works Department had oversight over the project designs, construction, and conducted final inspections in consultation with the City.</p> <p>A Memorandum of Understanding (MOU) was also established on 10/1/1992 between the County and the Keller Canyon Landfill Company. By order of the Board of Supervisors dated 10/20/1992, the County approved the Keller Canyon Landfill Company and the disbursement of monies from the Transportation System Impact Fee account in an amount not to exceed \$300,000.</p>
29.6	<p>Bailey Road Pavement Study. The Landfill developer shall conduct a study of the Bailey Road roadway from the Pittsburg city limits to the Highway 4 interchange to determine the improvements necessary to re-construct the right hand (outside) traffic lanes of the road to a 20-year pavement standard to be an estimated Traffic Index of 10.0 to 10.5. The County Public Works Department, in consultation with the City of Pittsburg, shall estimate the costs of the improvements, estimate the longevity of the existing roadway under increased traffic conditions, and determine a per-ton refuse disposal surcharge adequate to fund the improvements when reconstruction is necessary. The Landfill operator shall impose the surcharge and pay it quarterly into a segregated account established by the County. The design of the improvements, their costs, the surcharge and its disbursement shall be approved by the Board of Supervisors.</p>	Completed	The initial pavement study is included in the FDIP, Section 11.4 and Appendix F. A subsequent comprehensive pavement study was completed by the County Department of Public Works in 2009 prior to the rehabilitation of Bailey Road between the Highway 4 interchange and West Leland Road.
29.7	<p>Road Maintenance. Subsequent to the funding of the above traffic lane upgrading improvements, the landfill operator shall impose a surcharge for the maintenance of Bailey Road between the Highway 4 interchange and the Landfill intersection. The surcharge shall be estimated by the County Public Works Department in consultation with the City of Pittsburg and shall be based on the landfill's proportionate share of traffic on the road corridor adjusted for vehicle weight and number of axles. The fees shall be paid quarterly into a segregated account established by the County. The design of the improvement, its cost, the surcharge and disbursements from the segregated account shall be approved by the Board of Supervisors.</p>	In Compliance. On-Going	On July 7, 2010, the County Board of Supervisors approved the establishment of a \$0.32 per ton fee ("Bailey Road Improvement Disposal Surcharge"), pursuant to Condition of Approval 29.6, of the Keller Canyon Landfill Land Use Permit 2020-89. On the same day the Board approved a \$0.68 per ton fee for Bailey Road Maintenance Disposal Surcharge, pursuant to Condition 29.7. This fee will be in effect between January 1, 2011 and December 31, 2015 and will be reduced to \$0.27 on January 1, 2016.

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Condition	Condition Description	Compliance Status	Comments
29.8	<p>Highway 4/Bailey Road interchange. The Landfill developer shall participate in an improvements district, benefit area, or other cooperative arrangement with the County, the City of Pittsburg, and Caltrans which may be created to improve the Highway 4/Bailey Road Interchange. The developer shall be required to pay an amount for the improvements and maintenance proportionate to the traffic generated by the landfill, adjusted for truck use. If necessary, the developer shall advance the money for the interchange design and improvements. The County Public Works Department shall approve the design of the interchange and estimate its cost. The fees shall be paid quarterly into a segregated account established by the County. The design of the improvements, their costs, the surcharge, and disbursements from the segregated account shall be approved by the Board of Supervisors.</p>	Completed	<p>Originally included in FDIP, Section 11.5. An improvement district, benefit area, or other cooperative arrangement requiring the landfill developer participation was not established for the improvement of the Highway 4/Bailey Road Interchange.</p> <p>CalTrans constructed the Highway 4/Bailey Road interchange improvements in September 1992, which included the section of Bailey Road from the Highway 4 interchange south to Maylard Street.</p>
29.9	<p>Peak Period Traffic Management. The Landfill operator shall prepare a study, in conjunction with the local transfer station(s) serving the landfill, for managing transfer vehicle traffic to reduce peak period conflicts with traffic on Highway 4. The study shall address the restricted departure periods from the Landfill identified in the Environmental Impact Report (6:30 - 8:30 a.m. and 3:30 - 6:30 p.m.) and shall identify any changes to the conditions of approval needed to implement a peak-period traffic reduction program. The study shall be approved by the County Public Works and Conservation and Development Departments and shall be provided with the Development and Improvements Plan. The Director of Conservation and Development has imposed the peak period traffic restrictions identified in a) and b) below. The Director of Conservation and Development may specify any additional peak period traffic restrictions deemed to be warranted. The Landfill operator shall comply with such restrictions, and shall require compliance in contracts with Landfill users.</p> <p>a) The A.M. peak period departure from the landfill shall commence at 7:10 a.m.</p> <p>b) A three minute interval shall be maintained between waste hauling vehicles en route to Highway 4 westbound during the period of 7:10 a.m. and 8:30 a.m.</p> <p>c) Waste hauling vehicles en route to eastbound Highway 4 (the uncongested "reverse commute" direction) may be released without restriction.</p>	Completed	<p>Included in FDIP, Section 11.6 and Appendix H. The peak period traffic management plan has been modified over time to reflect local traffic conditions. Conditional approval was issued in August 1996 to modify A.M. and P.M. peak period departure times (see Community Development Department letter from C. Zahn to S. Gordon (KCLC) dated 8/14/1996). A five (5) minute interval for departing trucks was approved for the periods of 7:30 A.M. to 8:30 P.M. and 3:30 P.M. to 6:30 P.M. Departure restrictions between 6:30 A.M. and 7:30 A.M. remained in effect. The revised intervals were subject to modification if dictated by traffic flow or a 25% increase in daily tonnage.</p> <p>Conditional Approval was issued by CDD in March 2000 to adjust departure time from 7:30 A.M. to 7:10 A.M.; and in April 2000 to reduce the interval of departing trucks in the A.M. peak period from 5 minutes to 3 minutes. See Community Development Department letter from D. Dingman to N. Christensen (KCLC) dated 4/27/2000. Modification of departure patterns improved efficiency of peak period truck traffic.</p>
29.10	<p>Bicycle and Pedestrian Improvements. The Landfill developer shall incorporate into the Transportation and Circulation Plan a bicycle and pedestrian path system along Bailey Road in the vicinity of the landfill.</p>	Not Yet Required	<p>Plans for bicycle and pedestrian improvements are included in FDIP, Section 11.7, Figure 11-1. Staff reported to the Board of Supervisors on April 28, 1992 indicating that installation bike and pedestrian path between the City limits and the landfill entrance was determined to have limited functionality.</p>
30	<p>Objective. The Landfill developer shall design, develop and manage the facility in such a manner that services and utilities adequately meet the landfills requirements, while ensuring the protection of site employees, area residents, and the surrounding environment.</p>	Objective	<p>This is solely an Objective. See Conditions 30.1 - 30.21.</p> <p>Implementation of conditions of approval in LUP Section 30. Site Services & Utilities is expected to address the objectives of safety, efficient transport, and minimizing traffic impacts to area residents. The Site Services & Utilities Plan is included in the FDIP, Sections 10.1 - 10.11..</p>

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Condition	Condition Description	Compliance Status	Comments
30.1	<p>Final Site Services and Utilities Plan. The landfill developer shall prepare and submit a final Site Services and Utilities Plan, and obtain the approval of the County Conservation and Development Department prior to beginning construction. The Site Services and Utilities Plan shall be included in the Development and Improvements Plan. The final Site Services and Utilities Plan shall include:</p> <p>a) A water service component. (see Condition 30.2) b) A fire protection component. (see Condition 30.5)</p>	Completed	Implementation of Site Utilities Plan conditions of approval 30.2 - 30.21 meets landfill requirements and protects the surrounding environment. The Site Services and Utilities Plan is included in the FDIP, Sections 10.1 through 10.11, approved by the Community Development Department on 10/23/1991. Also RFPD letter from K. McCarthy to V. Conklin (CDD) dated 10/22/1991 in which RFPD approved compliance with Section 30 of the LUP.
30.2	<p>Water Service Component. The Landfill developer shall prepare and implement a Water Service Component, covering available water resources, estimated total water needs and supplies, landfill construction and operation, landscaping, fire protection, employee hygiene, and human consumption water needs, and water supply sources. Potable water shall be provided for hygiene and consumption. Potable water may be trucked onto the Landfill.</p>	Completed	Included in FDIP, Section 10.1. Additional research and negotiations occurred following initial submittal in the FDIP in July 2014, documentation including numerous letters between the operator and City of Pittsburg are on file.
30.3	<p>On-site Water Wells. The Landfill operator shall install wells for water supply with a minimum pumping capacity of 1,000 gallons per minute, or must have on-site storage which produces this capacity. The County Conservation and Development Department and Contra Costa Environmental Health shall be furnished pumping test information which shall be submitted with the Development and Improvement Plan.</p>	Completed	Also see Health Services Department Memo from C. Nicholson to C. Zahn (CDD) dated 3/10/1992, and Community Development Department Memo, V. Conklin to C. Zahn, dated 10/15/1991, and as updated through 10/25/1991.
30.4	<p>Public Water Supply Option. The Landfill operator may substitute water service from a public water supply system for the use of wells, if arrangements can be made with the Contra Costa Water District and, where applicable with the cities of Concord or Pittsburg. The water supply may be potable or non-potable. Annexation to the Contra Costa Water District probably would be required, as well as an approval for annexation from the Local Agency Formation Commission, and would have to be obtained prior to the submission of the Water Service Plan as part of the Final Development and Improvements Plan. The size and placement at the water supply line shall be included in the Water Service Plan and shall be subject to the approval of the Contra Costa Environmental Health and Conservation and Development Departments.</p>	Not Yet Required	The option of a public water supply was not employed. The landfill Operator investigated the feasibility of this option in coordination with County agencies. A public water supply option was not feasible at the time of landfill construction due to design and infrastructure constraints. All on-site water needs are currently met with groundwater supplies. The Condition should be retained to allow for evaluation of future public water supply alternatives if necessary.
30.5	<p>Fire Protection Component. The Landfill operator shall develop and implement a Fire Protection Component meeting the requirements of the applicable Fire Protection District to contain and extinguish fires originating on the landfill property and off-site fires caused by Landfill operations. It shall include training for all employees. The program shall be subject to the approval of Contra Costa Environmental Health.</p>	Completed. Updated As Needed	<p>The Fire Protection Component is included in FDIP, Section 10.3. The Riverview Fire Protection District (RFPD) indicated that the fire protection component had been adequately addressed and therefore authorized preliminary construction in a letter dated 10/21/1991. The Site Plan and Fire Protection Component were approved by RFPD. See RFPD letter from K. McCarthy to C. Nicholson (HSD) and C. Zahn (CDD) dated 3/4/1992. Final inspection of the entire fire protection system determined all requirements were met. Last inspection was on January 31, 2014.</p> <p>See Health Services Department Memo, C. Nicholson to C. Zahn (CDD), dated 10/24/1991 and Community Development Department Memo, V. Conklin to C. Zahn, dated 10/15/1991, and as updated through 10/25/1991.</p>

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Condition	Condition Description	Compliance Status	Comments
30.6	Fire District Programs. The Landfill developer shall participate in the Riverview Fire Protection Districts Benefit Assessment Program and the New Development Fees program.	In Compliance. On-going	The landfill operator participated in the New Development Fees program when applicable fees are assessed and paid at the time Building Permits were issued. A review of recent Property Tax Bills confirmed that the Fire District's Benefit Assessment program has yet to be established,
30.7	Construction Timing. Access roads and water supply systems shall be installed and in service prior to any combustible construction and/or related landfill activity. No construction, excavation, or grading work shall be started on this landfill facility until a plan for water supply system has been submitted to and approved by Contra Costa Environmental Health and the County Conservation and Development Department. Water may be transported onto the site during construction activities, but trucked water shall not be used for ongoing landfill activities.	Completed	Plans for access roads and water supply systems were approved prior to landfill operations. On-site water was to be supplied by wells. See Condition 30.3. Trucked water is used on paved and unpaved roads in accordance with dust suppression requirements of this LUP and in accordance with requirements of the BAAQMD Permit to Operate. See Condition 20.5. See Health Services Department Memo, C. Nicholson to C. Zahn (CDD), dated 10/24/1991 and Community Development Department Memo, V. Conklin to C. Zahn, dated 10/15/1991, and as updated through 10/25/1991.
30.8	On-Site Water Storage. The Landfill developer shall provide an adequate and reliable water supply for fire protection which shall include on-site storage. The storage tank(s) shall have a useable capacity of not less than 240,000 gallons of water and shall be capable of delivering a continuous flow of 1,000 gallons per minute.	Completed	Plans used for conservation were dated 1/16/1992. Storage capacity is approximately 366,000 gallons and is capable of delivering a continuous flow of 1,000 gallons per minute in accordance with this LUP condition. See Department of Community Development letter from C. Zahn to B. Olney dated 3/12/1992 which authorized installation of the water tank (Building Permit BP MI 176099); and letter dated 3/24/1992 which authorized installation of the pump house (Building Permit MI 176416). See Health Services Department Memo, C. Nicholson to C. Zahn (CDD), dated 10/24/1991, and Community Development Department Memo, V. Conklin to C. Zahn, dated 10/15/1991, and as updated through 10/25/1991.
30.9	Fire Fighting Water Main. If the Landfill developer exercises the alternative of utilizing public water supply, an above-ground main of sufficient size and quantity shall be provided, which when connected to the respective storage tank, shall be capable of supplying the required portable monitor (see Condition 30.11) with a minimum fire flow of 1,000 GPM delivered to the working face of any open cell in the landfill operation.	Completed	The alternative of utilizing a public water supply was not implemented. The existing fire fighting system meets the minimum fire flow requirements of 1,000 GPM and was approved by County Riverview Fire Protection District.
30.10	Fire Cover. The Landfill operator shall store a supply of soil nearby the working face to be used for fire suppressant. The adequacy of the cover stockpile shall be determined by Contra Costa Environmental Health in cooperation with the applicable Fire Protection District.	Completed	Storage of soil near the working face for potential use as a fire suppressant is standard operating procedure.
30.11	Fire Fighting Appliance. The Landfill operator shall provide a minimum of one (1) approved portable master-stream firefighting appliance (monitor) located within fifty (50) feet of each work-ing face of any open cell in the landfill.	In Compliance. On-Going	A portable master-stream firefighting appliance is located near the working face as standard operating procedure in accordance with this LUP condition.

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Condition	Condition Description	Compliance Status	Comments
30.12	<p>Fire Breaks. The Landfill developer shall provide and maintain firebreaks as follows: a) A minimum 100-foot firebreak around the perimeter of each landfill disposal area, b) A minimum 60-foot firebreak around the perimeter of the entire site and around any buildings or similar structures. The firebreaks shall be placed to minimize any adverse visual effects. Their locations shall be subject to the approval of the Riverview Fire Protection District. The firebreaks shall be included in the Development and Improvements Plan.</p>	In Compliance. On-Going	<p>UPDATE: Fire breaks were constructed in 2015, 2016, and 2017 in accordance with this condition.</p> <p>Fire breaks are maintained on a seasonal basis as standard operating procedure in accordance with requirements of the Riverview Fire Protection District.</p> <p>See Health Services Department Memo, C. Nicholson to C. Zahn (CDD), dated 10/24/1991, and Community Development Department Memo, V. Conklin to C. Zahn, dated 10/15/1991, and as updated through 10/25/1991.</p>
30.13	<p>Fire Extinguishers. The Landfill operator shall provide landfill equipment with fire extinguishers large enough to fight small fires on the equipment or on the landfill. The extinguishers and their distribution shall be subject to the approval of Contra Costa Environmental Health and the applicable Fire Protection District.</p>	In Compliance. On-Going	<p>Fire extinguishers are located in onsite buildings, operating equipment and maintenance and support vehicles. See Condition 30.5.</p> <p>See Health Services Department Memo, C. Nicholson to C. Zahn (CDD), dated 10/24/1991, and Community Development Department Memo, V. Conklin to C. Zahn, dated 10/15/1991, and as updated through 10/25/1991.</p>
30.14	<p>Use of Reclaimed Water for Landscaping. The Landfill Developer shall make every effort to use treated waste water from a district sewage treatment plant for landscape maintenance. The Landfill Developer shall report on this matter to the Conservation and Development Department</p>	In Compliance. On-Going	<p>Use of treated wastewater for landscaping was determined in December 1992 to be infeasible. In a letter from the landfill operator dated 9/24/1992, information was requested on availability and feasibility of treated waste water to meet an annual demand of approximately 1,050,000 gallons per year. Letters were sent to the Delta Diablo Sanitation District (DDSD) and Central Contra Costa Sanitary District (CCCSD).</p> <p>In December 1992, the landfill operator submitted a status report to the Community Development Department stating the annual water demand would have to be trucked from either DDSD or CCCSD for use at the landfill site. Neither the transportation/distribution system nor transport capacity existed to deliver the annual demand for water. The landfill operator stated that construction of a pipeline from DDSD to KCL would cost in the millions of dollars for development of a system, exclusive of right-of-way acquisition costs. The system would require necessary governmental and private approvals that were beyond the scope of the condition of approval. The landfill operator expressed a willingness to explore the option for use of reclaimed waste water should a pipeline delivery system become operational sometime in the future.</p> <p>See KCLC letter T. Cox (KCLC) to V. Conklin (CDD) dated 12/1/1992.</p>
30.15	<p>Equipment and Cleaning. See Condition 20.24.</p>	Cross-Reference	<p>This condition cross-references another LUP condition. See Condition 20.24.</p>
30.16	<p>Smoldering Loads. The Landfill operator shall check incoming loads and direct vehicles hauling smoking or burning trash to a designated place apart from the current fill area. The loads shall be dumped immediately and the fire extinguished before the waste is incorporated into the fill.</p>	In Compliance. On-Going	<p>The Load Check Program requires checking of all incoming vehicles hauling smoldering loads. Gate operator would notify site foreman at the working face of the need for special handling per this condition. Also see LUP Condition 7.1.</p>

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30.17	Emergency Equipment Access. The Landfill operator shall designate access points for local fire protection agency access to all parts of the landfill and routes. The access points shall be included in the Development and Improvements Plan and shall be subject to the approval of the Riverview Fire Protection District.	In Compliance. On-Going	Designated emergency access points were approved by RFPD. Approval by RFPD substantiated by CDD on 10/23/1991. See Health Services Department Memo, C. Nicholson to C. Zahn (CDD), dated 10/24/1991, and Community Development Department Memo, V. Conklin to C. Zahn, dated 10/15/1991, and as updated through 10/25/1991.
30.18	Smoking Prohibitions. The Landfill operator shall prohibit smoking on the landfill except in designated areas. In no event shall smoking be allowed near the working face of the landfill and the fuel storage area. Signs shall be clearly posted and enforced.	In Compliance. On-Going	On-site signage is installed that prohibits smoking in all landfill operations areas.
30.19	Toilets. The Landfill operator shall provide portable chemical toilets near the active disposal area for use of workers and drivers. Their placement and maintenance shall be subject to the approval of Contra Costa Environmental Health.	In Compliance. On-Going	Included in FDIP, Section 10.9. Placement of chemical toilets in safe and convenient locations is standard operating procedure within the disposal operations area and ancillary facilities. Sanitary facilities are provided for employees and visitors at the landfill administrative building. Locker, rest room, and shower facilities are provided for employees in the maintenance building. Bottled drinking water is provided at the administrative building and maintenance building.
30.20	On-site Septic System. Septic systems shall be designed to County Department of Health Service Standards, and State Health and Safety Code requirements. The Landfill developer shall pay for any treatment plant fees.	In Compliance. On-Going	Septic systems were designed, approved, and constructed per County and State standards.
30.21	Sewer Line. In the event that the Landfill developer elects to connect to a sewer line, the developer shall pay for any capacity studies required, and any resultant equipment and/or facilities.	Completed	Landfill developer elected to construct an on-site septic system. Connection to a sewer line has not been determined to be necessary.
31.1	Waste Reduction and Resource Recovery Objective. The Landfill operator shall manage the facility in such a manner that complies with the State's waste management hierarchy of source reduction, recycling and composting, and environmentally safe transformation and land disposal; and that is consistent with the Countywide Integrated Waste Management Plan.	Objective	This is solely an Objective. See Conditions 31.2 - 31.10. UPDATE: Please see updates of Conditions 31.4 through 31.6 below. The Landfill operator generally manages the facility consistent with prevailing requirements of CalRecycle, the Countywide Integrated Waste Management Plan, and other permits. The Waste Reduction and Resource Recovery Program is included in the FDIP, Sections 6.1 through 6.5. Condition 17i (Waste Reduction and Resource Recovery) of the SWFP further requires that wastes transported by transfer vehicles should originate from transfer stations where waste reduction and recovery activities take place.
31.2	1990-1995 Resource Recovery Program. The Landfill Operator shall participate with the transfer station(s) operators(s), route collection companies and direct haulers in designing and implementing a resource recovery and recycling program for the service area which is consistent with the goal of diverting 25 percent of all solid waste generated in the County from landfill facilities by January 1, 1995.	Completed	The Resource Recovery Program for 1990-1995 is included in FDIP, Section 6.1. No substantive resource recovery activities were conducted at Keller.

EXHIBIT D - Compliance Status Table: Keller Canyon Landfill Land Use Permit 2020-89 Conditions of Approval

Condition	Condition Description	Compliance Status	Comments
31.3	<p>1996-2000 Resource Recovery Program. Prior to 1995, the Landfill operator shall prepare and submit for review and approval by the County Conservation and Development Department a resource recovery and recycling program for the service area covering the period from 1996-2000. This shall be consistent with the County-wide Integrated Waste Management Plan's goal of diverting a total of 50 percent of all solid waste generated in the County from landfill facilities by January 1, 2000.</p>	Completed	The Resource Recovery Program for 1996-2000 is included in FDIP, Section 6.2. Initiated on-site resource recovery activities authorized by regulatory changes allowing waste derived cover materials and beneficial reuse materials to be treated as diversion.
31.4	<p>Materials Recovery. The Landfill operator shall prepare and implement a Material Recovery Program for recovering recyclable materials (e.g. construction and demolition debris) from refuse loads brought directly to the landfill. The Program shall describe in detail all existing and proposed on-site recovery activities and the associated percent of waste diversion for each, including materials diverted for use as cover, on-site beneficial reuse as well as transported off-site (e.g. biomass facilities). The Program shall include proposed on-site recovery activities intended to handle source separated loads and comingled loads to be sorted on-site to increase diversion, if applicable. The Program shall be consistent with the Countywide Integrated Waste Management Plan. The landfill operator shall record and report the weight of all material(s) recovered through the Material Recovery Program. Each type of recovered material being diverted must be weighed for reporting purposes. Materials accepted for beneficial reuse or ADC, which are subsequently deemed unsuitable and must therefore be disposed of, shall be weighted and reclassified for the purposes of reporting and fee calculation. Incoming quantities required to be tracked and reported by waste type and jurisdiction of origin, pursuant to Conditions 8.7 and 10.3 must accurately differentiate between the tons disposed, beneficially used on-site or sent off-site. Quarterly disposal reports must also accurately reflect the destination and tonnage of each type of recovered material sent off-site, if applicable. The Program shall be subject to the approval of the County Department of Conservation and Development.</p>	In Compliance. On-Going	<p>UPDATE: On March 22, 2017, the new direct haul conditions (COA 8.5 through 8.8) added to KCL's LUP as part of the 2015 permit review, took effect. These four COAs limit the types of direct haul waste loads eligible for disposal based on the types of wastes/materials recovered from mixed loads received at local transfer stations. Due to the operational changes necessitated this year as a result of these new direct haul conditions, the loads of mixed waste being hauled directly to the landfill should not contain adequate recyclable materials (e.g. construction and demolition debris) to warrant the establishment of on-site sorting and recovery activities. KCL ceased accepting for disposal direct haul loads of mixed waste deemed recoverable at transfer stations. Therefore, the Material Recovery Program submitted by KCL in 2016 and updated in 2017 (replaces FDIP Section 6.3) focuses on on-site recovery of source-separated loads of material types deemed suitable for use as daily cover, alternative daily cover or other on-site beneficial reuse.</p> <p>Revised information was submitted to DCD in the Fall of 2016 with information intended to update what is specified in FDIP Section 6.3. Updated Material Recovery Program information submitted in October 2016 was reviewed and approved ensures consistency with current Countywide goals and requirements and intent of this condition.</p> <p>The initial Materials Recovery program was included in FDIP, Section 6.3. However, the Countywide Integrated Waste Management Plan was not approved by the State until 1993.</p>
31.5	<p>Composting Project. The Landfill operator shall develop and implement a program for composting organic material. The program may occur at the landfill site, off-site or in coordination with third party(ies), and shall be approved by Contra Costa Environmental Health and the Department of Conservation and Development. The compost shall be used for landfill landscaping, cover material or other approved on-site uses; alternatively, compost can be made available or sold off-site. The purpose of the composting program shall be to implement a cost effective and feasible means of providing adequate local organics diversion capacity through large-scale composting. The composting operations shall be subject to regulatory and permitting requirements enforced by Contra Costa Environmental Health, the Air District and the Water Board. No later than January 1, 2016, the Landfill operator shall submit substantiation that they have applied for the required regulatory approvals (permits) processes necessary to conduct large-scale composting or demonstrate that arrangements are underway to implement an equivalent off-site program. The Landfill operator shall make all feasible efforts to assist the County in ensuring that there will be adequate composting capacity available to readily divert the organics waste stream generated in Contra Costa County which is currently used as Alternative Daily Cover (ADC) prior to the sunset of the ADC diversion credit on January 1, 2020.</p>	In Compliance. On-Going	<p>UPDATE: A concept for a composting operation is included in FDIP, Section 6.4. Some compostable green waste has been diverted as Alternative Daily Cover since authorized to do so by CCEH starting with their 12-month Demonstration Project in April 1999. Documentation was submitted to DCD in the Fall of 2016 with information intended to update what is specified in FDIP Section 6.4. As of October 1, 2016 there are only three cities in the County which do not require that their franchise hauler compost the greenwaste collected curbside. One of those cities has committed to have their curbside greenwaste composted by 2018. Republic Services has adequate capacity to compost the greenwaste from the two remainign cities at their Northern California operations including the WCCSL Organic Materials Processing Facility (OMPF) in Richmond; Forward Landfill in Manteca; and Newby Island Resource Recovery Park in Milpitas Updated program information was submitted in October 2016, where RS will use their network of facilities to provide for composting facility capacity needed</p>

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Condition	Condition Description	Compliance Status	Comments
31.6	<p>Wood Chipping. The Landfill operator shall establish a program to encourage landscape services and construction/demolition debris haulers to segregate wood material for chipping and diversion from landfill disposal. The program may occur off-site, however unless and until there is on-site recovery (waste diversion as defined in the Integrated Waste Management Act) the Landfill operator shall direct these customers to deliver loads of landscaping and construction/demolition debris to facility(ies) that recover and chip wood material. The program shall be submitted for review and approval by the County Department of Conservation and Development and implemented on an ongoing basis following approval.</p>	In Compliance. On-Going	<p>UPDATE: Wood chipping is not proposed to occur on-site at KCL in the foreseeable future. The updated wood chipping program submitted by the operator in 2016 has been deemed adequate to satisfy this condition. The wood chipping program is designed to direct wood waste to existing wood chipping operations at two off-site locations in central and west county, the Contra Costa Transfer and Recovery Station (County File LP 2122-86) in Martinez and the Bulk Materials Processing Center (County File LP 2054-92) in Richmond. Procedures and protocols are in place for inspection, refusal, and re-direction of wood waste loads that are to be processed at a local transfer/recovery facility.</p> <p>Revised information was submitted to DCD in the Fall of 2016 to replace the previously submitted written program contained in Section 6.5 of the FDIP. Although DCD issued conditional approval on August 21, 2003 allowing the operator to implement a wood chipping operation, a wood chipping operation was never implemented on-site.</p>
31.7	<p>Methane Recovery. The Landfill operator shall explore the use of methane in landfill gas collected for air pollution reduction as a fuel commodity. The operator shall report findings to the Conservation and Development Department at the time of the landfill's periodic reviews. If there is an economic use found for recovered methane, and if the County subsequently includes the use in its Integrated Waste Management Plan, the Landfill operator shall implement a methane recovery program.</p>	Completed	<p>UPDATE: More methane is being generated than is needed to operating the existing landfill gas power plant at maximum capacity, therefore some methane is being sent to the enclosed flare on-site. The landfill gas power plant operator is exploring options for increasing the amount of methane recovered to generate power.</p> <p>A landfill gas power plant was determined by the landfill operator to be feasible in August 1998. The LFGTE power plant became operational in 2009 and is addressed in Section 36. Landfill Gas Plant of this LUP. See Condition 20.13.</p>
31.8	<p>Equipment Maintenance. The Landfill operator shall maintain motorized landfill equipment to assure maximum fuel efficiency.</p>	In Compliance. On-Going	<p>Equipment maintenance is performed according to manufacturer specifications and at required intervals. Maintenance records are maintained by the operator and available for review by County agencies. See LUP Condition 20.24</p>
31.9	<p>County Resource Recovery Management Program. a) When directed by the County, the Landfill operator shall impose a tonnage surcharge adequate to support a County Resource Recovery Management Program. The cost of the program to be supported by the surcharge shall not exceed \$100,000 at 1987 levels. If other solid waste disposal facilities are subject to this or a similar condition, the County may pro-rate the cost of the program among them according to a formula approved by the Board of Supervisors. b) As provided for in Condition 2.3, where there is an inconsistency between this condition and the terms of the Landfill Franchise Agreement which effectively suspended the collection of this Resource Recovery Management Program Fee, the terms of the Landfill Franchise Agreement shall supersede Condition 31.9 (a) until such inconsistency no longer exists pursuant to Condition 2.3(d).</p>	In Compliance. On-Going	<p>In 1994, the Board of Supervisors approved the First Amended Landfill Franchise Agreement which included a provision specifying that the Franchise Surcharge to be paid by the operator would cover the cost of all current County programs (required or authorized by the Use Permit or the Agreement) except the LEA and AB939 Fees.</p>
31.10	<p>Fund Recovery. The Landfill owner may recover funds provided to the County in advance of the opening of the Landfill through subsequent rate adjustments or surcharges approved by the County. The County may pro-rate the cost of the program among other waste disposal facilities it approves which are subject to similar conditions.</p>	No Longer Applicable	<p>Condition Acknowledged.</p>

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Condition	Condition Description	Compliance Status	Comments
32.1	Hours of Construction. The Landfill developer shall restrict outdoor construction activities to the period from 8:00 a.m. to 6:00 p.m. Monday through Saturday.	In Compliance. On-Going	Outdoor construction activities are restricted to the hours and days specified in this LUP condition and Section 5b of the SWFP.
32.2	Exemption. The Landfill developer may request, in writing, and the Director of Conservation and Development may grant, exemptions to Condition 32.1 for specific times for cause. An example is the placing of concrete.	In Compliance. On-Going	During certain phases of the landfill's development, the developer has been granted exemptions pursuant to this Condition when circumstances warranted in response to written requests that were received by County DCD.
32.3	Access Roads. Before commencing landfilling operations, the Landfill developer shall install and pave the site access road from Bailey Road to the Phase I excavation area (see Initial Facilities Site Plan drawing of the Initial Development and Improvements Plan, Condition 16.1). This installation shall include the new bridge over Lawlor Creek and the turnaround lane. An area which can be used by the California Highway Patrol for vehicle inspection/weighing shall also be constructed.	Completed	Included in FDIP, Section 11.1, Drawings 8-13, approved by the Community Development Department on 10/25/1991.
32.4	Phasing Plan. The Landfill developer shall design a Phasing Plan setting forth a schedule of construction activities and projects, with detailed information provided on sensitive installations such as the landfill liner and the leachate collection and gas management systems. Sensitive installation projects shall be subject to inspection by the Geotechnical Inspector (Condition 23.6). The necessary installations of the Surface Drainage System (Condition 18.2) and Soil Erosion and Control Plan (Condition 18.4) shall be in place before major excavations commence in order to ensure controlled surface water runoff. Sediment in the sedimentation pond shall be monitored to control quality of runoff. Construction activities shall be timed to coincide with the dry season and low surface water flows.	Completed	Included in FDIP, Section 3.1 (Drawings 25-38) The Phasing Plan was approved by CDD on 10/25/1991. See Community Development Department Memo, V. Conklin to C. Zahn, dated 10/15/1991, and as updated through 10/25/1991.
32.5	Unstable areas. Areas determined to be unstable by the Stability Analysis performed for the landfill (condition 18.4) shall be excavated or retaining walls installed under the supervision of a Certified Engineering Geologist or a Registered Geotechnical Engineer.	Completed. Updated As Needed	Evaluation of unstable areas is an on-going activity at KCL. Each design phase considers use of buttresses and other practices required for cell stability. All design and construction quality assurance documents are submitted to and approved by the RWQCB. Also see LUP Condition 16.12.
32.6	Dust Suppression. The developer shall sprinkle or chemically treat graded areas, borrow sites, stock piles, and temporary pavements to control dust, as determined necessary by Contra Costa Environmental Health and the Bay Area Air Quality Management District.	In Compliance. On-Going	Dust suppression is performed in accordance with this LUP condition and LUP Condition 20.5, Condition 17k(d) of the SWFP, and requirements of Condition #17309 of the Major Facility Review permit issued by BAAQMD. See Health Services Department Memo from C. Nicholson to C. Zahn (CDD) dated 3/10/1992.

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Condition	Condition Description	Compliance Status	Comments
33.1	<p>Submittal of Plan. The Landfill operator shall submit to the San Francisco Regional Water Quality Control Board, the California Department of Resources Recycling and Recovery, and Contra Costa Environmental Health a plan for the closure and the postclosure maintenance of the landfill as required by State law, but no later than upon application for a Solid Waste Facilities Permit. A copy of the closure and postclosure maintenance plan shall be submitted to the County Conservation and Development Department.</p>	In Compliance. On-Going	<p>UPDATE: On September 6, 2016, CalRecycle issued letter approval of the Preliminary Closure and Postclosure Maintenance Plans submitted as part of the Joint Technical Document. The San Francisco Bay Regional Water Quality Control Board approved the plans in an email dated August 23, 2016. CCEH deferred recommendation for approval of the plans to CalRecycle in a letter dated August 25, 2016.</p> <p>Initial plans submitted September 30, 1994; Approved by RWQCB on November 28, 1994 (See RWQCB Letter from R. McMurtry to S. Mann (CIWMB) dated 11/28/1994). A Preliminary Closure and Post-Closure Maintenance Plan have been submitted pursuant to Title 27 CCR 21780.</p> <p>See Health Services Department Memo from C. Nicholson to C. Zahn (CDD) dated 3/10/1992.</p>
33.2	<p>Funding of Closure and Postclosure Maintenance Plan. The Landfill operator shall submit to the Board of Supervisors or California Department of Resources Recycling and Recovery (CalRecycle) evidence of financial ability to provide for the cost of closure and postclosure maintenance in an amount not less than the estimated cost of closure and 15 years of postclosure maintenance as contained in the submitted closure and postclosure maintenance plan unless otherwise required by the State. Evidence of financial ability shall be in the form of a trust fund approved by the Board of Supervisors in which funds will be deposited on an annual basis in amounts sufficient to meet closure and postclosure costs when needed unless an equivalent financial arrangement is identified as acceptable to the Board of Supervisors. The Board of Supervisors determined that the State required financial guarantees approved and periodically reviewed by CalRecycle are equivalent and therefore adequate to satisfy this condition. The Landfill operator shall maintain a trust fund balance that equals or exceeds the requirements of state law or regulation notwithstanding, however, the trust fund balance shall be at least equal to the then current closure and postclosure cost estimate at such time the landfill has reached one-half of its permitted capacity. The Trust Fund balance requirement shall be appropriately adjusted if the landfill is closed in stages under Condition 33.4.</p>	Completed. Updated As Needed	<p>UPDATE: The landfill operator fulfilled financial assurance requirements for closure and post-closure funding for 2015, 2016, and 2017. A Financial Assurance Letter and surety bonds were submitted to meet the requirements of Title 27, California Code of Regulations, Section 22244 (a) and (c).</p> <p>KCLC provided evidence of financial ability to SFRWQCB & HSD in a letter and supporting documentation dated October 24, 1991.</p> <p>Landfill facility bonds for closure, post-closure, and corrective action are updated annually according to inflation rates set by CalRecycle. CalRecycle issues letters after reviewing bonds submitted to confirm if they adequately satisfy regulatory requirements. These details are noted in the annual Activities Reports now regularly being submitted by the operator, along with copies of the surety bonds submitted to CalRecycle..</p> <p>See Health Services Department Memo, C. Nicholson to C. Zahn (CDD), dated 10/24/1991, and Community Development Department Memo, V. Conklin to C. Zahn, dated 10/15/1991, and as updated through 10/25/1991.</p>
33.3	<p>Revision to Plan and Cost Estimates. Should State law or regulation regarding the closure and postclosures maintenance plan or funding of the plan change at any time, the owner of the landfill shall submit any required changes to the closure and postclosure maintenance plan and/or evidence of financial ability to the Board at the same time as submittal to the applicable state or regional agency.</p>	Completed. Updated As Needed	<p>CCR Title 27 now requires that landfill operators update financial assurances (bonds) for closure and post-closure annually, according to inflation rates set by CalRecycle. Copies are included as attachments to the annual Activities Report submitted to the County.</p>
33.4	<p>Staged Closure of the Landfill. The landfill owner or operator shall close the landfill in stages if compatible with the filling sequence and the overall closure plan.</p>	Not Yet Required	Condition acknowledged.
33.5	<p>Use of Landfill Following Closure. After active landfill operations have ceased, the site shall be utilized for grazing purposes. The Board may require the owner of the landfill to deed all development rights for the landfill site to the County to ensure fulfillment of this condition.</p>	Not Yet Required	Landfill lifespan is projected to continue for an additional 30 to 35 years or more depending on operating assumptions.

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Condition	Condition Description	Compliance Status	Comments
33.6	<p>Postclosure Maintenance. The Landfill operator shall institute a postclosure maintenance program to ensure that containment and monitoring facilities retain their integrity. If damaged areas are found, the operator shall notify the County and take remedial actions to prevent odor and landfill gas problems.</p>	Not Yet Required	<p>The JTD for Keller Canyon Landfill was updated in May 2016 and filed with Contra Costa Environmental Health, CalRecycle and County DCD.</p> <p>The Preliminary Closure and Post-Closure Maintenance Plans are presented in May 2016 Draft JTD, Volume 1, and were prepared in accordance with 27 CCR, Sections 21769(b) and 21790.</p>
34.1	<p>Storage Requirement. The Landfill operator shall provide a minimum 10-acre area on the landfill site for the storage of abandoned vehicles awaiting salvaging, if required by the Board of Supervisors. The storage site operator shall accept only vehicles directed to the site by a law enforcement agency operating in Contra Costa County, which shall be responsible for the vehicle until its title is conveyed to a salvager. The site would provide storage only; operations of disposing, salvaging, and security of abandoned vehicles shall not be the responsibility of the operator. The site may be subject to further planning and development approvals, and would be subject to the California Environmental Quality Act. The storage of abandoned vehicles shall be subject to conditions set by Contra Costa Environmental Health, and may be subject to the approvals of regulatory agencies having jurisdiction.</p>	Not Yet Required	<p>Implementation of this condition is not yet required due to a lack of demand. The County Sheriff's Department coordinates storage of abandoned vehicles at other facilities prior to final demolition and transport. Operator does not propose to store abandoned vehicles at the landfill without authorization from the County.</p>
34.2	<p>Off-site Storage Option. The Landfill operator may establish the abandoned vehicle storage area at another location, which shall be subject to the approval of the County Conservation and Development Department.</p>	Not Yet Required	<p>Implementation of this condition is not yet required. No requests have been received from the County Sheriff's Department for the Operator to establish an off-site abandoned vehicle storage area.</p>
35.1	<p>Transportation System Impact Fee: The Landfill operator shall pay to the County of Contra Costa a Transportation Impact Fee of \$2.00 per ton of waste received at the Landfill to mitigate the general impacts of the Landfill-generated traffic on the County's road system. The operator shall deposit the fee monies quarterly in a segregated account established by the County. The fee shall be considered to be a pass-through business cost for the purposes of rate setting. The fee shall be adjusted annually to reflect the current Consumer Price Index.</p>	Cross-Reference	<p>This condition cross-references another LUP condition, in effect it has been superceded by Condition 35.8. The Board of Supervisors approved Amendment 1 to Land Use Permit 2020-89 on November 1, 1994 which stayed the operation of this Condition as long as the <u>new</u> Condition 35.8 remains in full force and operation.</p> <p>Mitigation fees have been paid to the County since the landfill opened on May 7, 1992.</p>
35.2	<p>Open Space and Agricultural Preservation Fee. The Landfill operator shall pay to the County of Contra Costa an Open Space and Agricultural Preservation Fee of \$2.00 per ton on solid wastes received at the Landfill to mitigate the general impacts of the Landfill on open space, existing and proposed recreational facilities, and agriculture. The operator shall deposit the fee monies quarterly in a segregated account established by the County. The fee shall be considered to be a pass-through business cost for the purposes of rate setting. The fee shall be adjusted annually to reflect the current Consumer Price Index.</p>	Cross-Reference	<p>This condition cross-references another LUP condition, in effect it has been superceded by Condition 35.8. The Board of Supervisors approved Amendment 1 to Land Use Permit 2020-89 on November 1, 1994 which stayed the operation of this Condition as long as the <u>new</u> Condition 35.8 remains in full force and operation.</p> <p>Mitigation fees have been paid to the County since the landfill opened on May 7, 1992.</p>

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Condition	Condition Description	Compliance Status	Comments
35.3	<p>Property Value Compensation Program. The Landfill operator shall provide funding for the preparation of a property value compensation program study when requested by the County of Contra Costa. The study will address the means of determining the extent of property value losses or reductions attributable to Landfill impacts, such as aesthetics, noise, traffic, or pollution, and the means of compensating property owners for said losses or reductions. When a compensation program is adopted by the Board of Supervisors, the Landfill developer shall fund it in the manner specified by the Board. If the Board of Supervisors determines that progress on the implementation of a compensation program is not proceeding in a timely manner, the Board may require the use of a facilitator and/or an arbitrator. The fee shall be considered to be a pass-through business cost for the purposes of rate setting.</p>	Completed	The County issued payments totaling approximately \$476,400 to property owners near the Keller Canyon Landfill as part of the Keller Canyon Landfill Property Valuation Mitigation Claim Process adopted by the Board of Supervisors. The Board approved the program in 1997 after several studies and multiple hearings related to LUP condition of approval 35.3.
35.4	<p>Resource Recovery Program Fee. a) The Landfill developer or operator shall pay to the County of Contra Costa a resource recovery program fee of \$200,000 annually, beginning July 1, 1990. The developer or operator shall deposit the monies in a segregated account established by the County. The extent of the fee shall be subject to reconsideration when a franchise or agreement is established for the Landfill. The resource recovery program fee from its inception shall be a pass-through business cost for the purpose of rate setting. The fee shall be adjusted annually to reflect the current Consumer Price Index. b) As provided for under Condition 2.3, where there is an inconsistency between this condition and the terms of the Landfill Franchise Agreement which effectively suspended this Resource Recovery Program Fee, the terms of the Landfill Franchise Agreement shall supersede Condition 35.4 (a) until such inconsistency no longer exists pursuant to Condition 2.3(d).</p>	No Longer Applicable	In 1994, the Board of Supervisors approved the First Amended Landfill Franchise Agreement which included a provision specifying that the Franchise Surcharge to be paid by the operator would cover the cost of all current County programs (required or authorized by the Use Permit or the Agreement) except the LEA and AB939 Fees.
35.5	<p>Violation of Prescribed Haul Route. Upon a receiving a written determination from the County that a user of the Landfill has violated Condition 29.2 by using a prohibited access route, the Landfill operator shall impose on that user the sanction that is directed by the County. Such sanction may include a surcharge on the tipping fee, prohibition against accepting waste from that user for a designated period of time, revocation of County refuse-hauling license, or other sanction directed by the County. A system for reporting alleged violation and for monitoring enforcement data shall be established by the County and implemented by the Landfill operator.</p>	In Compliance. On-Going	<p>UPDATE: There have been no violations of the prescribed haul route in 2015, 2016, and 2017 to-date.</p> <p>The facility is in compliance with this condition. No sanctions have been imposed for violation of the prescribed haul route.</p>
35.6	<p>Direct Property Acquisition Study. The Landfill operator shall study the appropriateness of direct acquisition of properties immediately adjacent to the project, and shall fund any acquisition program ordered by the Board of Supervisors. The study shall be consistent with the Environmental Impact Report and shall be completed prior to the issuance of a franchise agreement.</p>	Not Yet Required	Condition Acknowledged. No acquisition program has been ordered by the Board of Supervisors.

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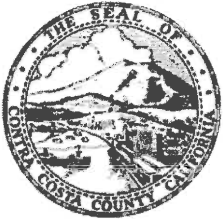
Condition	Condition Description	Compliance Status	Comments
35.7	<p>Adjoining Sites. This permit authorizes the use of the Keller Canyon Landfill site only for its specified waste disposal uses as set forth in these Conditions of Approval, and for no other uses. In particular, during the effective and operative periods of this Permit, the Keller Canyon site covered by this Permit shall not be used to provide access to, or to accommodate in any way the use of, any adjoining property for landfill purposes, unless the County has approved the use of such adjoining property for landfill purposes.</p>	Informational	Condition Acknowledged. KCL site has not been proposed or used to provide access to or accommodate use of adjoining property for landfill purposes.
35.8	<p>Mitigation Fee. The Landfill operator shall pay to the County of Contra Costa a fee, the amount of which may be set by the Board of Supervisors by a Board Order from time to time, which amount shall not be less than \$3.00 per ton and shall not be more than \$4.00 per ton, on solid waste received at the Landfill. The fee shall be used as directed by the Board in its sole discretion: 1) to mitigate general impacts of the Landfill-generated traffic on the County's road system, 2) to mitigate the general impacts of the Landfill on open space, existing and proposed recreational facilities, and agriculture, or 3) to mitigate any general impacts of the Landfill upon the surrounding community. Conditions 35.1 and 35.2 of Land Use Permit 2020-89 are hereby stayed in their operation as long as Condition 35.8 remains in full force and operation. Should Condition 35.8 (or any portion of it) for any reason be set aside or stayed in its operation, then Conditions 35.1 and 35.2 shall be in full force and operation.</p>	In Compliance. On-Going	This Condition was added by Amendment 1 to Land Use Permit 2020-89 which the Board of Supervisors approved on November 1, 1994. A fee of \$3.00 per ton has been collected since landfill opening, of which \$1.75 per ton is allocated to the County, and \$1.25 per ton is allocated to the City of Pittsburg..The County Board of Supervisors awards grants from the Keller Canyon Landfill Mitigation Fund to County agencies and community-based organizations in the Bay Point and Pittsburg communities. Grants totaling \$1,292, 081 were awarded in the 2013-2014 fiscal year.
36.1	<p>Power Plant Design. The design of the Landfill Gas Power Plant project as approved is generally shown on the plans submitted to the Conservation and Development Department on October 16, 2001.</p>	Informational	Condition Acknowledged.
36.2	<p>Ultimate Responsibility. These conditions of approval identify the Landfill Gas Power Plant operator as the party primarily responsible for implementing conditions involving the design, construction, improvements, maintenance and management of the power plant. However, ultimate responsibility for compliance with these conditions lies with the owner of the landfill.</p>	Informational	Condition Acknowledged. Landfill Gas Power Plant (building and equipment) is owned and operated by Ameresco Keller Canyon L.L.C.
36.3	<p>Keller Canyon Landfill Land Use Permit. The construction and operation of the Landfill Gas Power Plant is also subject to all other conditions in Land Use Permit 2020-89 for the Keller Canyon Landfill, as appropriate.</p>	Informational	Condition Acknowledged.
36.4	<p>Violation/Revocation. The Landfill Gas Power Plant owner and operator shall at all times comply with the provisions and requirements of these Conditions of Approval. A repeated violation of any of these Conditions as a result of the construction or operation of the Power Plant is cause for revocation of the Land Use Permit for the power plant.</p>	In Compliance. On-Going	There have been no violations of conditions of approval in Section 36. Landfill Gas Power Plant
36.5	<p>System Safety. Risk of fire (from gas, oil, or electrical sources) shall be controlled through the use of flame sensors, ultraviolet (UV) radiation and methane detectors, and fire extinguishers. These components shall be installed at a minimum, in the power modules, exhaust and cooling packages, and other locations as required by Code.</p>	In Compliance. On-Going	Facility Safety System was designed and installed in accordance with this LUP condition and other requirements of the County Building Inspection Department and Riverview Fire Protection District.
36.6	<p>Equipment and System Monitoring. Instrumentation shall be provided for all power plant equipment and systems which provide for a fully automated monitoring and warning system. This will include an automated switch to combustion flare if necessary. Additionally, routine monitoring of the gas extraction system and power plant facility shall be performed during normal business hours by at least one on-site operator.</p>	Completed. On-Going	Equipment and System Monitoring was designed and installed in accordance with this LUP condition and other requirements of the County Building Inspection Department and County Fire Protection District.

EXHIBIT D - Compliance Status Table: Keller Canyon Landfill Land Use Permit 2020-89 Conditions of Approval

Condition	Condition Description	Compliance Status	Comments
36.7	Engines. Power plant facilities shall use lean burn internal combustion engines to meet BAAQMD regulations for oxides of nitrogen (NOx), carbon monoxide (CO) and volatile organic compounds (VOC).	Completed. On-Going	Engines meeting the requirements of this condition were installed in accordance with requirements of the BAAQMD.
36.8	Hazardous Materials. Landfill Gas Power Plant operator shall prepare and submit a Hazardous Materials Business Plan for the Power Plant in compliance with requirements of the Hazardous Materials Division of Contra Costa County's Health Services Department.	Completed. On-Going	Ameresco Keller Canyon LLC submitted the Hazardous Materials Business Plan to the County DCD and HSD-Hazardous Materials Division in October 2009.
36.9	Emergency Response. Landfill Gas Power Plant operator shall submit a facility specific Emergency Response Plan and then implement and update as needed, said Plan.	Completed. On-Going	Ameresco Keller Canyon LLC submitted the Emergency Response Plan to the County DCD and Contra Costa Environmental Health in October 2009.
36.10	Notification of Plant Upset or Accidental Release. Landfill Gas Power Plant operator shall notify the Conservation and Development Department immediately of any plant upset or accidental leakage or release of landfill gas. A written report of the cause of any plant upset and the corrective measures taken by the facility operator, shall be provided to the Conservation and Development Department within 72 hours after resolving an emergency.	Not Yet Required	Condition Acknowledged. To date there have been no incidents of plant upset or accidental leakage or release of landfill gas.
36.11	Stormwater Pollution Prevention Plan (SWPPP). Landfill Gas Power Plant operator shall implement the Keller Canyon SWPPP (prepared in 1996 and as may be amended from time to time), for water resources protection measures in case of spill of coolant, oil, or other lubricant.	In Compliance. On-Going	The landfill operator complies with the current SWPPP for the site. Any stormwater from the landfill gas power plant is included in the site drainage system in accordance with the WDRs and SWPPP. The landfill gas power plant processes do not use or discharge water, and a SWPPP specifically for the landfill gas power plant does not exist. For addressing potential spills of operating fluids, the landfill gas power plant operator submits annual plans and reports to Contra Costa Health Services in compliance with the California Environmental Reporting System (CERS). The plant's CERS ID for CCEH's California Accidental Release Prevention Program (CUPA) is 10479961. See AMERESCO (Keller Canyon, LLC) Industrial Storm Water Pollution Prevention Plan dated October 2009.
36.12	Facility Design. Power Plant facilities shall be painted Bronze Olive or other suitable color as approved by the Conservation and Development Department. Power Plant operator shall install a perimeter security fence to enclose the power plant.	Completed	Building color was approved by the County and a perimeter fence was constructed.
36.13	Power Plant Landscape Plan. A Landscape Plan for the Power Plant site shall be submitted subject to the approval of the Conservation and Development Department. The location and types of landscaping proposed along the security fence shall be specified.	In Compliance. On-Going	UPDATE: A Landscape Plan was submitted to DCD staff on December 9, 2016 per this condition. The landscape plan has not yet been implemented. The power plant site and immediately adjacent operations areas are currently the subject of feasibility studies for upgrade of the landfill gas collection and processing infrastructure, and potential modifications to other landfill infrastructure. Construction in the adjacent operations areas could result in the destruction and removal of any landscaping installed under the December 2016 plan. Landscaping Plan initially submitted in 2006 and again along with other plans/drawings submitted in order to have the Building Permit(s) issued in 2007. The original landscaping that was installed to meet this condition died as a result of California's drought conditions. Although the view of the proposed power plant and the other landfill environmental management facilities from neighboring residences is obstructed by topography.

EXHIBIT D - Compliance Status Table: Keller Canyon Landfill Land Use Permit 2020-89 Conditions of Approval

Condition	Condition Description	Compliance Status	Comments
36.14	Construction. Upon completion of construction, all construction materials, including packaging materials, worker facilities, and debris will be removed from the site. Additionally during construction all excess materials shall be removed periodically, as needed.	Completed	Construction materials were removed from the site upon completion of construction per this condition.
36.15	Material Recycling. Whenever feasible, all oils, lubricants, and coolant shall be recycled rather than disposed. Prior to issuance of a building permit, the applicant shall submit a Debris Recovery Plan. Upon completion of construction, the applicant shall submit a Debris Recovery Report.	Completed	A Debris Recovery Plan was submitted to the Community Development Department on January 11, 2007 and approved by the department on January 12, 2007 (CDD Letter from L. Thompson to Ameresco). All oils, lubricants, and coolants are recycled. Final inspection hold was released at the time the Debris Recovery Report was submitted, however staff has been unable to locate hardcopy documentation.
36.16	Implementation & Compliance Monitoring. The operator shall provide payment for costs associated with the Conservation and Development Department's monitoring of implementation and compliance with these Conditions of Approval.	In Compliance. On-Going	Landfill gas power plant operator has issued any payments required for DCD monitoring costs.
36.17	Surcharge. A surcharge, if established by the County Board of Supervisors, shall be paid to the County, by the operator, related to the sale of landfill gas or the sale of electricity produced by burning said gas.	In Compliance. On-Going	The County Board of Supervisors established a 1.5% surcharge at the time the Landfill Gas Power Plant was approved which began operation in 2009. This 1.5% surcharge of gross revenue is for the period of year one through ten of the project operations and raised to two percent 2% of gross revenue during year eleven through the life of the project. Landfill gas power plant operator has routinely issued payment as required by this condition.



Department of Conservation and Development

County Planning Commission

Wednesday, December 6, 2017 – 7:00 .P.M.

SUPPLEMENTAL STAFF REPORT

Agenda Item # _____

Project Title: Keller Canyon Landfill Land Use Permit Review

County File(s): #LP89-2020

Applicant/Owner: Keller Canyon Landfill Company (KCLC) / Republic Services

General Plan/Zoning: Landfill (LF) / Heavy Agricultural (A-3)

Site Address/Location: 901 Bailey Road, Pittsburg – Bay Point area
(APN: 094-060-008, 018, 019, 020 & 021)

California Environmental Quality Act (CEQA) Status: Exempt (See Section III.C for details)

Project Planner: David Brockbank, Senior Planner (925) 674-7794

Staff Recommendation: RECOMMEND that the Board of Supervisors accept the permit review reports for the KCL land use permit. (See Section II for Full Recommendation)

I. PROJECT SUMMARY

This continued public hearing of the County Planning Commission (CPC) remains the third annual review of the conditions of approval for Keller Canyon Landfill's (KCL) approved land use permit (LUP). The County Board of Supervisors (Board) referred this permit review to the CPC in November 2016. These annual permit review reports, initiated in 2014, are prepared in accordance with LUP condition of approval 11.1. The Permit Review Criteria approved by the Board in 1995 and condition 11.1 affords the Board the opportunity to approve new and/or modified conditions of approval to improve public health, safety, and welfare or to address inconsistencies resulting from court decisions or regulatory changes made since the land use permit was approved in July 1990. The CPC can recommend that modifications be made to the LUP's conditions, however only the Board has the authority to approve any proposed changes.

II. RECOMMENDATION

- A. CONSIDER the information presented in this report, in combination with the October 25, 2017, staff report and its Exhibit D (Compliance Table), which collectively provide the background and context necessary to satisfy Parts I and II of the 1995 Permit Review Criteria approved by the Board of Supervisors for KCL's Land Use Permit (File #LP98-2020).
- B. RECOMMEND that the Board of Supervisors ACCEPT the permit review reports prepared by staff for the KCL Land Use Permit, pursuant to the 1995 Board approved Permit Review Criteria.

III. BACKGROUND

The CPC continued the public hearing for the third annual LUP review of the Keller Canyon Landfill (KCL). The initial hearing was held on October 25, 2017, and it was continued based on testimony from some of the residents living in the adjacent neighborhood and questions from the commissioners that required further time to review. Local residents brought up the following issues potentially associated with the landfill at the previous permit review hearing: odor, dust, noise, visual impacts, seagulls, and litter. The topics below provides a brief description of the condition or conditions of approval in the approved land use permit that is associated with specific issue raised by the concerned neighbors, along with staff's response.

A. Condition 20.2 – Odor Control

Issue/Concern Raised: There was a spike in odor complaint activity between November 2016 and March 2017. During this period, an average of one odor complaint was received every one to two days. This was uncharacteristic and primarily resulted from the acceptance and disposal of anaerobic compost material from West County. The odor complaints decreased significantly in April 2017 when the operator installed numerous additional LFG extraction wells. Odor complaints went from one per month in September 2017 to an average of one per day in October 2017 and then back down to one 1-2 per week in November 2017.

Applicable Requirement: Condition of approval (COA) includes certain operational parameters, like maximum working face size, and control system design parameters, such as requiring that the leachate treatment system be enclosed and best available control technology be used to manage landfill gas. It also requires that the landfill operator log complaints if odors are detected in

surrounding areas, sources of odor be identified and corrected and responses be provided within 48 hours. The landfill operator is required to provide a means for receiving after hours odor complaints and must conduct after hours investigations if/when multiple after hours complaints are received (on the same day or on multiple consecutive days) to identify whether the source of the odor is on the landfill site. The landfill operator is required to comply with specified BAAQMD Regulations with respect to off-site detection of odors. The Condition authorizes the County to “require additional physical improvements or management practices as necessary to alleviate the problem.” Furthermore, it authorizes Contra Costa Environmental Health (CCEH) to require that disposal in a particular area of the landfill be ceased to control odors.

Basis for Compliance Determination: Consistent with the intent of Condition 11.11, DCD’s determination about Keller Canyon Landfill’s compliance with odor control requirements is primarily based upon information from the two agencies with primary jurisdiction over solid waste facility odors, which is CCEH as the Local Enforcement Agency and the BAAQMD.

Staff Response: In the October 25, 2017 staff report, odor complaints were covered extensively. Since that meeting, approximately 15 odor complaints have been received by the County through the online complaint form. County staff does not take any complaint lightly. The primary factors suspected of contributing to the increased frequency of odor complaints are: 1) current active cell, 3B1 is in close proximity to the Jacqueline Drive neighborhood, (2) the time of year with weather patterns, and (3) community social media awareness (e.g. NextDoor).

B. Condition 20.5 & 20.9 – Dust Control

Issue/Concern Raised: Dust is another important topic that local residents expressed concerns about at third annual permit review hearing. Dust issues were also raised during the permitting of the landfill in the early 1990s.

Applicable Requirement: Condition 20.5 requires the landfill operator to “apply water or proven environmentally safe dust suppressants at least twice daily to working faces of the landfill, unpaved access roads, storage pile disturbances and construction areas as determined to be necessary by [CCEH]”. The condition authorizes CCEH to “require sprinklering more frequently for control of particulates.”

Condition 20.9 requires that the operator revegetate areas that will not be used for fill or construction for 90 days or longer to control dust and erosion and for aesthetic purposes.

Basis for Compliance Determination: The permit issued by the BAAQMD mandates more frequent application of water/dust suppressants than the County's LUP requires. The visible areas that have not been revegetated is the side slope of the canyon which is the current active soil borrow area. Perceived increases in dust at off-site locations has no bearing on compliance with the LUP dust control requirements.

Staff Response: Dust control measures are used for landfill operations as well as construction activity at the landfill, including the preparation and building new refuse disposal cells as part of phased construction. Operation of the landfill can generate dust; however, landfill activity is not the sole source of dust in the neighborhood(s) adjacent to the landfill. The close proximity of Highway 4, a BART station terminus, Bailey Road (a traffic arterial), and residential yard maintenance/landscaping are just a few examples of dust generating sources existing in close proximity to the landfill.

During each DCD staff inspection of the landfill, staff observed the continuous operation of the landfill's water truck(s) performing the required duties of watering the roads and the working face.

C. Conditions 21.2, 21.3 & 21.4 – Noise Control

Issue/Concern Raised: A few residents have contacted CCEH, DCD, and/or the landfill operator with noise complaints since the October 25, 2017 hearing. Use of bird control equipment and vehicular back-up beepers caused the noises detected off-site by local residents.

Applicable Requirement: Although there are other, noise control COAs plus a noise control objective, the most applicable requirements can be found in Condition 21.2. The other two most relevant COAs are conditions 21.3 & 21.4, which solely cross-reference companion conditions in section 22 of the LUP (Toe Berm and Mitigation/Lift Level Berms). Condition 21.2 describes the noise monitoring requirements, including monitoring location details, and authorizes

DCD to designate other monitoring locations. Condition 21.2 authorizes the County to institute additional noise reduction measures to bring noise emanating from the landfill to specified levels (see next section).

Basis for Compliance Determination: Condition 21.2 specifies the following noise level thresholds “noise levels at the Landfill boundary line or other monitored location exceed 60 dBA during daylight hours, or 50 dBA during the evening or at night”. The operator has an approved Noise Monitoring Program, which requires the submittal of quarterly noise monitoring reports.

Staff Response: Prior to this year, there have been very few incidents of local residents complaining about landfill noise since it opened in 1992. DCD staff has confirmed that back-up beepers and bird deterrents could be heard sporadically from certain viewpoint locations in the adjacent neighborhood to the north of the site. The most recent quarterly Noise Monitoring Report on file is for the second quarter of 2017, dated June 13, 2017, a copy of which is attached to this report (Exhibit B).

The noise monitoring reports have shown that the landfill is consistently operating within the specified noise (decibel) levels. Other sources generate noise that are louder than the landfill operations. Even the ambient noise shown in the reports indicate daily traffic patterns exceed the noise limitations established for the landfill, because the exceedances happen outside of landfill operating hours.

Noise readily travels when there is a clear line of sight between a receptor and a noise source. It is because of this direct correlation between noise and visibility that conditions 21.3 and 21.4, labeled Toe Berm and Mitigation Berms respectively, solely refer to corresponding conditions under Visual Quality (COAs 22.3 and 22.4). The berms are required to be used not only to screen visibility but also to shield adjacent neighborhoods from noise. The following section of this report discusses These two berm conditions are discussed in more detail in the next section of this report.

Based on requests the landfill operator received directly from local residents, management agreed to voluntarily cease use of the loudest of the two bird deterrents on a trial basis.

D. Conditions 22.2, 22.3 & 22.4 – Visibility

Issue/Concern Raised: Local residents expressed concerns about landfill activities being visible which had not be true in the past. City of Pittsburg staff expressed concerns about the visibility of the ongoing earth disturbance on the side slopes of the canyon.

Applicable Requirement: Conditions 22.3 and 22.4 prescribe requirements tied to the Toe Berm and Mitigation/Lift Berms. The landfill developer shall install landscaped mitigation berms (lift-level peripheral berms) at the face of each lift in areas visible off the landfill site, before beginning refuse disposal on the lift.”

Basis for Compliance Determination: Design and installation of berms occurs as part of the landfill’s phased construction process as such involves a fair amount of engineering work.

Staff Response: Condition 22.3 – Toe Berm and condition 22.4 – Mitigation Berms require that berms be designed, installed and maintained as key elements of the landfill’s phased development in order to screen landfill traffic and disposal operations. Mitigation berms are necessary to block visibility of the active face and onsite roads from the adjacent neighborhoods. Staff has requested that the operator submit a Mitigation Berm plan and timeline no later than December 6th identifying proposed locations and dimensions of any additional Mitigation Berm(s) needed to shield view of active filing operations and access road traffic from the neighborhood to the north of the landfill site as well as proposed completion dates for key milestones (e.g. design/engineering and construction).

The Toe Berm’s initial phases were constructed, but it is not completed. Future stages of the Toe Berm well as new Mitigation/Lift Level Berms need to be engineered in the context of the larger landfill development plan. Berms can be particularly challenging to design and install near areas dominated by steep hilly terrain. Staff has requested that the operator begin working on the engineering analysis required to identify potential options for placement of additional Mitigation/Lift Level Berms. There are approximately four to five months remaining in the rainy season, so construction of earthen berms could not begin until late spring or early summer. The operator’s goal is to have internal analysis completed and options identified for facilitate discussion about next steps within three months.

E. Condition 24.4 – Bird Control

Issue/Concern Raised: Complaints about seagulls in the Safeway Shopping Center located on the west side of Bailey Road were voiced at the initial CPC hearing. It should be noted that the shopping center is not part of the landfill operations nor is it in the County's Jurisdiction.

Applicable Requirement: This condition identifies several potential control measures including monofilament or wire lines suspended above the working face, a reduction in the size of the working face of the landfill, the use of nets over the working face, or the use of a habitat manipulation and modification program. It specifies that if "birds become a problem at the Landfill in the judgement of Contra Costa Environmental Health, the Landfill operator shall institute a contingency bird control program."

Basis for Compliance Determination: Consistent with the condition, DCD defers to the judgement of CCEH as the agency with primary jurisdiction which conducts monthly inspections of active landfill operations.

Staff Response: Monofilament/wire lines are not used to control birds at the landfill for several reasons. Stringing wires over the working face could injure or kill birds. The landfill is located along a known migratory bird path. Taking of migratory birds is against Federal Law (Migratory Bird Treaty Act). Other bird control measures have been implemented instead. Keller's Bird Control Program has instead involved the use of bird whistlers and air canons to discourage birds (mainly seagulls) from actively scouring the landfill. These bird control devices also generate noise that can be heard from the southern end of the Jacqueline Drive neighborhood.

The shopping center is not part of the landfill operations, nor is it in the County's jurisdiction. Seagull activity at the landfill is the landfill operator's responsibility, but the same is not true for seagull activity at other off-site locations.

However, since the initial CPC hearing, a local resident complained directly to the landfill operator about these noise generating bird control devices. The operator has voluntarily ceased using the air cannon, which is louder than the whistler, on a trial basis in response to the resident's request.

F. Conditions 25.2, 25.3, 25.7 & 25.8 – Litter

Issue/Concern Raised: Residents complained of litter from the landfill on and off-site (COA 25.7 & 25.8). City staff also raised the issue of litter originating from transfer vans going to/from the landfill (COA 25.2 & 25.3 – Load covering also references COA 7.1 & 7.2). A local resident submitted an email to County staff on November 1, 2017, that contained pictures of the potential litter issues (Exhibit E).

Applicable Requirement: Condition 25.7 and 25.8 specify how often the operator must remove litter at designated on-site and off-site locations. Conditions 25.2 and 25.3 focus on load covering requirements and enforcement.

Basis for Compliance Determination: *The operator is not required to remove all litter from on-site fencing prior to leaving the site each operating day to demonstrate compliance, however the operator does need to remove on-site litter in a timely manner.*

Staff Response: Since the second permit review in 2016, staff did not receive any litter complaints, until this issue was brought up at the October 25, 2017 hearing.

The email submitted by the local resident on November 1, included four pictures with descriptions of the onsite, litter cleanup activities of the landfill operator. Although these photos are zoomed in on the hillsides below the active face, these show the litter fences' effectiveness in controlling wind-blown litter to avoid it migrating off-site. There does appear to be any litter escaping the third litter fence, nor any litter off-site.

There is established history of occasional litter blowing onto the golf course that is adjacent to the landfill. However, the landfill operator indicated that they usually receive a call and immediately dispatch a crew to clean up any such litter. This has not happened in several years. Both DCD and CCEH staff visit the surrounding neighborhoods as part of the ongoing inspections and monitoring requirements. Staff has not witnessed litter spilling into these neighborhoods.

The operator conducts daily litter patrols both on-site and off-site which exceeds what is required by the LUP COA.

G. Conditions 35.1, 35.2, & 35.8 – Mitigation Fund/Money

Issue/Concern Raised: An area resident raised the concern of where were the Transpiration System Impact Fee (35.1) and Open Space and Agricultural Preservation Fee (35.2). This resident also requested the details surrounding the Mitigation Fee (35.8).

Applicable Requirement: Condition 35.1 and 35.2 require payment of \$2.00 per ton transportation impact fee and open space preservation fee, respectively. Condition 35.8 established a consolidated mitigation fee to be “used as directed by the Board in its sole discretion: 1) to mitigate general impacts of the Landfill-generated traffic on the County's road system, 2) to mitigate the general impacts of the Landfill on open space, existing and proposed recreational facilities, and agriculture, or 3) to mitigate any general impacts of the Landfill upon the surrounding community.”

Basis for Compliance Determination: The mitigation fees collected by the landfill operator are paid to the County as part of the monthly surcharge payments. The manner in which the funding is used does not involve the operator and therefore does not have bearing on the operator's compliance or this permit review.

Staff Response: The Board of Supervisors approved Amendment 1 to Land Use Permit 2020-89 on November 1, 1994, which stayed the operation of Conditions 35.1 and 35.2 as long as the new Condition 35.8 remains in full force and operation, which it does. The \$3.00 per ton (for disposal) Mitigation Fee broken down so that \$1.75 goes to the County and \$1.25 goes to the City of Pittsburg. The County's portion is allocated as Keller Canyon Mitigation Fee funding through an annual public solicitation process and numerous recipients are selected to receive funding each year. The funding allocation process is governed in part by guidelines developed in partnership with the County's Auditor's Office. Details about annual funding allocations for the past three years can be found on the County's website at: <http://www.contracosta.ca.gov/4319/Keller-Canyon-Mitigation-Fund>. DCD staff does not have any information that shows how the City uses the mitigation fee funding it receives from the County.

H. Condition 11.2 – Local Advisory Committee (LAC)

Issue/Concern Raised: A local community member suggested that the County reinstate the Keller Canyon Landfill Local Advisory Committee and then use mitigation fee funding paid to the County to cover the costs for doing so.

Applicable Requirement: Condition 11.2 calls for the formation of an LAC, consisting of elected representatives of local residents and neighborhood associations to comment and advise on the development of the landfill and its operations. It provides that the Board of Supervisors (Board) may sanction the LAC as an official County committee. Additionally, it specifies that a surcharge on the tipping fee may be used to fund the advisory group's operations (e.g. renting meeting space, publish notices, etc.). The Condition requires that meetings be held at least quarterly for an initial two-year period.

Basis for Compliance Determination: The Board of Supervisors established the LAC in 1992 when the landfill opened. LAC meetings were held every other month, in the evenings, at the Ambrose Park and Recreation building. The Board did not authorize establishment of the LAC for an indefinite period of time and instead formed it for a distinct timeframe based on its intended role and purpose, consistent with the Board's policy for all advisory bodies. The LAC was initially expected to meet for two years; however, the Board extended the LAC's sunset date three times to allow for completion and release of the Keller Canyon Landfill Property Valuation Study, as requested by the LAC. During the latter portion of its existence, it proved increasingly difficult to get a quorum of LAC members to attend scheduled meetings. Most of the later meetings had to be cancelled the night of the meeting solely due to there being no quorum. Although the LAC had expressed strong interest in remaining active until the Property Valuation Study was released, once it was completed the LAC was unable to rally a quorum of members to attend for even that final meeting. Following the final (cancelled) meeting, the Board established sunset date passed and the LAC ceased to exist.

Staff Response: Based on established Board policy, the LAC should only be reinstated if and when the Board of Supervisors determines they need an advisory body that is charged with focusing on landfill development and operations. In lieu of reinstating the LAC, it would be more useful to hold less formal and more inclusive community meetings that any and all interested nearby residents could participate in equally. This less formal structure would eliminate the limitations,

complications and administrative burden associated with more formal committee meetings which are subject to the Brown Act. The landfill operator has expressed a willingness to host/arrange community meetings in six month intervals, possibly in combination with tours of the landfill site, as a means of keeping lines of communication between the landfill and local neighbors open.

I. Online Complaint forms for Dust, Noise, Birds and Visual Impacts

Issue/Concern Raised: A few residents requested that online complaint forms be made available, similar to the County's online odor complaint form, for dust, noise, birds, and other potential landfill impacts.

Staff Response: There is not a practical device on the market to detect odors better than the human nose. Odor impacts are real and having an accessible way for residents or agencies to inform staff and the landfill operator of potential odors that may be emanating from the landfill. The online odor complaint form was established as an aide to staff and for the community.

It would not be appropriate or helpful to provide online complaint form(s) for complaints about litter, noise, dust, visibility or seagulls for a number of reasons. It would be unproductive and potentially misleading to provide on-line complaint forms for anything other than odor since complaints with personal observations by local residents can't be used to make determinations or prove potential non-compliance with respect to the LUP COA for these specified issues of concern.

A number of things that residents may observe can't be definitively tied to the landfill and may be associated with other land uses/activities that have nothing to do with the landfill. For example, the landfill is not the only source of dust in the area. Highway 4, public transportation, and local yard maintenance also generate dust. In other cases, the County has no jurisdiction to address, such as complaints about seagulls at the Safeway shopping center on Bailey Road in the City of Pittsburg.

IV. ADDING OR MODIFYING CONDITIONS OF THE LAND USE PERMIT

The KCL LUP entitles the property owner to operate a Landfill in accordance with the conditions of approval, as modified, until such time as the total allowable waste volume has been disposed of in the designated 244 acre disposal area. This LUP is an entitlement granted by the County for the life of the landfill operation (until permitted

capacity is reached). At the current daily tonnage limit, there is an estimated remaining disposal capacity to last for at least 49 more years.

Modifications to the conditions of the permit must be made consistent with applicable legal requirements and in accordance with condition of approval, 11.1 and the Board approved Permit Review Criteria. Part II of the Permit Review Criteria specifies the circumstances that would allow the County (Board of Supervisors) to impose new or modified conditions. Those circumstances are as follows: 1) changes required by new regulations, 2) changes required by court decisions, 3) correction of demonstrated significant health impacts, 4) correction of demonstrated significant safety impacts or 5) correction of demonstrated significant welfare impacts.

The permit review condition 11.1 was included to address the County's anticipated need for future flexibility to improve upon the conditions in KCL's LUP. As it was expected when the permit was initially approved, the knowledge gained from actual experience working with and regulating an operating landfill has proven to be quite valuable when taking a critical look at the LUP to identify modifications needed to improve public health, safety and welfare. Such changes were approved in the initial permit review, but no such changes are recommended as part of the third annual permit review.

If the CPC is interested in recommending the Board modify any condition or implement new conditions, staff suggests several actions be taken before proceeding. Staff would need time to review any proposed language in order to recommend the appropriate land use permit findings can be made. New or modified conditions should not be recommended to the Board without ensuring the necessary findings are identified. Staff is mindful of the operators vested rights, and therefore strongly suggest legal counsel as well as the landfill owner/operator be consulted prior to considering approval of any new or modified conditions.

V. ADDITIONAL SUBMITTALS TO COUNTY PLANNING COMMISSION

Exhibits C and D: A letter from a resident was submitted to the CPC the day before the hearing) and another packet from the City of Pittsburg was submitted on the day of the public hearing. The letter actually shared some positive impacts from the implementation of the Direct Haul conditions that took effect in March 2017. This resident noticed fewer birds and odors from landfill activity. However, another concern the letter raised was about where the materials went that were no longer

direct hauled to the landfill. DCD staff reviewed reporting data submitted by each of the transfer stations and landfills in Contra Costa County and confirmed that local transfer stations/waste processing facilities increased the amount of tons accepted once KCL was no longer accepting direct hauled construction & demolition waste. Compared to the amount of tons accepted in the first quarter (January 1 – March 31), each local transfer station accepted between 7 – 9.9% more tons in the second quarter of 2017 (April 1 – June 30). There is not a commensurate decrease in direct haul tons accepted at the landfill because of the increase in tons of non-construction waste that was accepted at the landfill (consistent with the volatility of special waste volumes).

The primary concern of the packet submitted direct to the CPC was visual impacts of the landfill, when observed from the third story of the City of Pittsburg's Civic Building. The photos submitted with the excerpts from the 1989 Draft Environmental Impact Report (EIR), appear to be zoomed and do not reflect the same view from the same location when seen with the naked eye. During the late winter and early spring, when the hills become green

Exhibit E: A local resident that describes litter concerns and subsequent visual impacts submitted this email and attached photographs to the County on November 1, 2017. The attached photos show the landfill hillsides below the active face and two of the litter fences. This email was discussed in the Litter section above.

Exhibit F: The City of Pittsburg submitted a detailed letter, dated November 21, 2017, that discusses each of the issues raised by the residents at the October 25, CPC hearing; visual impacts, odor, litter, seagulls, dust, and noise. Attached to the letter are the same zoomed-in photos attached to the packet the City distributed to the CPC on October 25 (Exhibit D). An article on the California Gull diet was also attached to this letter. The City's letter breaks down each of these issues citing a regulatory obligation (according the LUP), describes an "actual condition" of each issue, and then provides an assessment. Each assessment states that the operator is in violation of the condition or conditions of the LUP. In some cases, the assessment also states the landfill operator has failed to comply with EIR and CEQA.

This staff report has reviewed and discussed each of the primary issues raised by City. Staff provided a detailed response for each condition that the City claims the landfill and its operator have violated. Some of the issues could use some corrective actions (e.g. Mitigation Berms), however, this does not mean the landfill operator violated the conditions of approval.

These permit reviews are exempt from CEQA, as stated in this staff report as well as the two previous permit reviews. The landfill operator is also not proposing to amend the existing LUP as part of the permit review. Therefore, the landfill and its operator have NOT failed to comply with CEQA. The EIR prepared for the landfill was certified with the approval of the LUP back in 1990. Any mitigation measures established in the EIR, become conditions of approval in the LUP. Since the LUP was approved in 1990, the landfill and its operator have NOT failed to comply with the EIR.

Exhibit G: The County received another letter from longtime residents of the adjacent neighborhood, who moved into their home in 1985, before the landfill. This letter also raises the same concerns about noise, dust, odor, more frequent permit reviews, and seeing the trucks come and go. Staff has a few corrections to statements made in the letter. Under the approved LUP, future permit reviews would happen every three years, the residents state every five years. The residents also express concern with agencies handling landfill complaints and how those complaints are verified, which they also state are attached to this letter. No notes were attached to the letter the County received on November 22, 2017.

VI. CONCLUSION

Staff recommends that the CPC accept the original staff report from October 25, 2017, including its Exhibit D, as well as this supplemental staff report as adequate to satisfy Parts I and II of the Board approved 1995 Permit Review Criteria.

LIST OF EXHIBITS

- Exhibit A: Existing LUP conditions of approval – September 2015
- Exhibit B: Second Quarter 2017 Noise Monitoring Results, KCL, dated June 13, 2017
- Exhibit C: Letter received from Lisa Della Rocca, dated October 25, 2017
- Exhibit D: Excerpts from KCL Draft EIR, October 1989 and photographs received from City of Pittsburg on October 25, 2017
- Exhibit E: Email and photographs received from Jennette Borcic, dated November 1, 2017
- Exhibit F: Letter received from the City of Pittsburg, dated November 21, 2017
- Exhibit G: Letter received from Robert and Rita Hinde, dated November 12, 2017

EXHIBIT A

LAND USE PERMIT 2020-89
CONDITIONS OF APPROVAL
KELLER CANYON LANDFILL

Approved by the:
CONTRA COSTA COUNTY BOARD OF SUPERVISORS
JULY 24, 1990

As Amended or Modified by the:
CONTRA COSTA COUNTY BOARD OF SUPERVISORS
November 1, 1994 (Amendment 1)
June 25, 2002 (Amendment 2)
December 16, 2014 (Permit Review Modification)
September 22, 2015 (Permit Review Modification)

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1. SHORT TITLE

1.1 Short Title. The Keller Canyon Landfill project is henceforth referred to in this document as the Landfill.

2. RESPONSIBILITY

2.1 Ultimate Responsibility. The conditions of approval identify the Landfill developer as the party responsible for implementing conditions involving construction and improvements, and the Landfill operator for implementing conditions involving maintenance and management. Regardless of these identifications, the Landfill owner shall be responsible for complying with all conditions.

2.2 Transfer of Ownership. The Land Use Permit for the Landfill shall run with the land; however, a new owner shall be responsible for notifying the County Conservation and Development Department of any change in ownership. A change in ownership shall be interpreted to mean the acquisition of 5 percent or more of the value of the Landfill site covered by this Land Use Permit. (It is noted that other permits may not necessarily run with the land.)

2.3 Assignment of Responsibility.

- a) The Board may assign the responsibility of administering specific Conditions of Approval or provisions of this LUP, such as State Minimum Standards, to County Departments or other units of government.
- b) The Board may suspend the implementation of conditions or provisions of this LUP where such conditions or provisions are inconsistent with the terms of a contract or agreement entered into between the Board and the operator or other units of government, or by the terms of a joint powers agreement where the County is a member of the joint powers agency. This would not alleviate the need to comply with the public approval process required when amending this LUP. Any Board approved suspension would automatically be nullified at such time as the contract or agreement no longer includes terms inconsistent with the specified condition.
- c) For the purposes of Condition 2.3(b), the Franchise Agreement between the County and the Landfill Owner as amended in November 1994, is an eligible contract.
- d) If no contract or agreement is in force, as referred to in Condition 2.3(b), the County retains authority to implement this LUP and all of its Conditions.

3. COMPLIANCE

- 3.1 Compliance Objective. The Landfill developer and operator shall at all times comply with the requirements of laws and permits applicable to the facility. This condition is not intended to grant authority or assign responsibility to the County for the independent enforcement of regulatory and permitting requirements that fall within the primary jurisdiction of other agencies (see Condition 11.11).
- 3.2 Design Standard. The Landfill developer shall design the Landfill facility to meet the requirements of the San Francisco Regional Water Quality Control Board for a Class II waste disposal facility.
- 3.3 State Minimum Standards. The operation and maintenance of this facility shall at all times comply with Minimum Standards for Solid Waste Handling and Disposal (California Code of Regulations, Title 14 and Title 27).
- 3.4 Land Use Permits. The Landfill developer and operator shall at all times comply with the provisions and requirements of this Land Use Permit. A violation of any of these conditions may be cause for revocation of the Land Use Permit pursuant to County Code Section 418-4.020 following reasonable written notice. Alternatively, the County has the option of issuing formal notices and assessing penalties pursuant to Section 4.19 of the Landfill Franchise Agreement or County Code Chapter 14-6, Civil Enforcement.
- 3.5 Solid Waste Facilities Permit. The Landfill operator shall conform with all provisions and requirements of the Landfill's Solid Waste Facilities Permit, and any related directives of the California Department of Resources Recycling and Recovery (CalRecycle) or Contra Costa Environmental Health, as the Local Enforcement Agency for CalRecycle.
- 3.6 Class II Landfill Requirements. The Landfill operator shall at all times comply with the Class II waste disposal facility provisions and requirements of Article 3, Chapter 15 of Title 23 and Title 27 of the California Code of Regulations.
- 3.7 Other Regulatory Agencies' Requirements. The Landfill operator shall at all times comply with the provisions and requirements of other regulatory agencies having jurisdiction over the facility.
- 3.8 Utilities, Service Districts, and Government Agencies' Requirements. The Landfill developer or operator shall at all times comply with the regulations and requirements of utilities, districts, or agencies which have jurisdiction over the installation of improvements or provide services to the landfill.

- 3.9 Notice Coordination. The Landfill operator shall notify the Department of Conservation and Development (DCD) in writing at the time any report is submitted to other agencies concerning the design, operation, and maintenance of the Landfill. Copies shall be made available or mailed to DCD offices at 30 Muir Road in Martinez upon request.
- 3.10 Monitoring and Inspection. All monitoring reports and results of inspection or analysis shall be made available to the Contra Costa Environmental Health and Conservation and Development Departments. Any indication of an emergency or other serious problem relating to public health and safety shall be reported at once.
- 3.11 Master Chart. The Landfill operator will maintain for reference a master chart showing schedules and results of preparation, operation, monitoring and reporting in all major phases of the facility.

4. VALIDITY PERIOD

- 4.1 Validity Period. The Landfill developer shall install pre-requisite improvements and open the Landfill for receiving refuse within three years of the final approval of the project's Solid Waste Facilities Permit. This validity period shall be tolled while any appeal filed by parties other than the Landfill developer is pending. The Landfill developer may request from the Director of Community Development one or more one-year extensions of the Land Use Permit. If the Land Use Permit is not implemented within the specified time, it shall become null and void. The Director of Community Development may allow each one-year extension if the Director finds that there are changed circumstances which warrant the consideration of changes to the Conditions of Approval.
- 4.2 Operative Date. This Land Use Permit is valid upon approval by the Board of Supervisors. However, it shall not become operative until and unless the permittee (landfill owner, etc.) first obtains and the Board of Supervisors grants a franchise to or approves an agreement with permittee (see Section 13, Franchise Agreements).

5. SERVICE AREA

- 5.1 Area of Origin. The Landfill operator shall not refuse to receive eligible wastes or cover materials which originate in Contra Costa County provided such wastes or materials are delivered to the facility in accordance with these Conditions of Approval and the landfill's Solid Waste Facilities Permit,

and provided that the required governmental fees are paid. Rate setting requirements are specified in the Landfill Franchise Agreement and Section 12 of this Land Use Permit.

- 5.2 Out-of-County Wastes. *INVALIDATED BY LEGISLATURE*
- 5.3 Sub-County Service Area. If there is more than one Class II or Class III landfills operating in Contra Costa County, the Board of Supervisors may establish sub-County service areas for each on a temporary or long-term basis. If the Board has established a sub-County service area for the Landfill, the operator shall not accept waste for disposal from outside such area.
- 5.4 Reciprocal Capacity Agreement. The Landfill operator shall receive waste from outside Contra Costa County if in accordance with the terms and conditions of a Reciprocal Capacity Agreement entered into by Contra Costa County with another county. Waste shall be received upon reasonable notice to the Landfill operator and the Board of Supervisors and direction by the Board to the Landfill operator as to the terms and conditions under which the waste will be received. The Board may specify disposal charges which are applicable only to the waste received under the Reciprocal Capacity Agreement.
- 5.5 Pre-Requisite Curbside Recycling Program. The Landfill shall not admit for disposal waste loads from communities which do not have an eligible curbside recycling or equivalent program as determined by the Department of Conservation and Development. An eligible program shall recover a range of recyclable materials consistent with a curbside recycling program operating pursuant to a Board of Supervisors approved franchise agreement. The Board of Supervisors has the discretion to identify additional factors to be considered when determining eligibility. The Board retains the authority to approve community programs previously deemed to be ineligible by the Department of Conservation and Development.

6. ELIGIBLE AND INELIGIBLE WASTES

- 6.1 Eligible Wastes. The Landfill operator shall allow only wastes eligible for disposal in a Class II facility, as defined by the Regional Water Quality Control Board to be admitted to the landfill. The wastes admitted to the landfill shall also be consistent with the Solid Waste Facilities Permit (07-AA-0032), administered by Contra Costa Environmental Health, and consistent with the 1990 Environmental Impact Report and Board of Supervisors' policies and approvals (including the Board of Supervisors conditional authorization in 1992-93 to accept special wastes and limited direct haul –

see Conditions 8.5 through 8.7) and these conditions of approval. To the extent allowed by law, the Board of Supervisors may direct the Landfill operator not to accept wastes that do not meet State and County policies and regulations.

- 6.2 Designated Wastes. The Landfill operator shall allow only those designated wastes (as defined in Section 20210 of Title 27, of the California Code of Regulations and Section 13173 of the California Water Code) approved for this facility by the San Francisco Regional Water Quality Control Board, and shall be consistent with the waste types allowed for disposal pursuant to Condition 6.1. The Board of Supervisors may designate special rates for this waste to the extent allowed pursuant to the terms of the Landfill Franchise Agreement.
- 6.3 Infectious Wastes. The Landfill operator shall accept only those infectious wastes identified in, and disposed of in accordance with the Solid Waste Facilities Permit.
- 6.4 Ineligible Wastes. The Landfill operator shall not allow the following wastes to be disposed at the landfill:
 - a) Hazardous or toxic wastes.
 - b) Radioactive wastes.
 - c) Liquid wastes, other than utility sludges meeting Regional Water Quality Control Board requirements.
 - d) Other ineligible wastes specified in the Solid Waste Facilities permit administered by the Contra Costa Environmental Health.
- 6.5 Emergency Use. If the service area of the Landfill is determined to be a sub-area of the County, the County Department of Conservation and Development or Contra Costa Environmental Health may allow legal waste originating in areas of Contra Costa County, other than those stipulated in Section 5, to have access to the landfill for periods up to 180 days on an emergency basis. The department(s) may grant one extension for no longer than 180 days. The Board of Supervisors may allow the emergency use of the landfill to continue for any time period deemed necessary.
- 6.6 Hazardous Waste Screening and Management. See Condition 19.
- 6.7 Area of Origin Restrictions. See Condition 5.

7. LOAD INSPECTION

- 7.1 **Eligible Vehicles and Loads.** The Landfill operator shall screen loads to limit to the extent practicable the intake of ineligible waste. Prior to receiving waste, the Landfill operator shall prepare in writing a program for identifying eligible vehicles and screening loads at the Landfill entrance, random sampling and inspection for ineligible wastes, and checking loads at the Landfill disposal area. The Load Inspection program shall include inspection for hazardous wastes and procedures for their handling and off-site disposal consistent with the Contra Costa County Hazardous Waste Management Plan. The program shall be subject to the approval of Contra Costa Environmental Health and the County Conservation and Development Department.
- 7.2 **Load Covering.** The Landfill operator shall spot check all incoming waste-hauling vehicles for proper covering or containerization consistent with the requirements of Section 418-2.008(a) of the County Code. The operator shall identify any waste loads which are susceptible to littering or leakage because of the lack of covering, inadequate covering, or disrepair of screens, covers or containers. Customers delivering any such waste loads shall be required to provide evidence that corrective actions have been taken to effectively cover and contain waste loads (e.g. waste adequately secured with covers and containers in good repair) in order to be eligible to deliver waste loads in the future. Landfill operator shall track and report applicable details about the occurrences and corrective actions taken to the County Department of Conservation and Development annually.

8. ELIGIBLE REFUSE TRANSPORT VEHICLES

- 8.1 **Eligible Vehicles.** The Landfill operator shall admit only the following refuse transport vehicles:
- a) **Transfer station trucks (vans).** Transfer stations shall have a Waste Management Program, which includes hazardous waste screening and resource recovery operations. Program may be subject to the approval of the Board of Supervisors if deemed necessary for consistency with the Countywide Integrated Waste Management Plan.
 - b) **Demolition and construction material trucks hauling debris** that would not be recycled or otherwise diverted from disposal if processed at a local Transfer Station. There are waste reduction requirements that apply to such wastes generated by businesses and industries, therefore the operator shall assist the County to help ensure compliance with such requirements or goals through implementation

and compliance with Conditions 8.5 – 8.7.

- c) Incinerated sewage sludge-hauling trucks originating at utilities.
- d) Sewage and water treatment plant sludge and other byproduct trucks with loads complying with San Francisco Regional Water Quality Control Boards solids-to-liquid requirements.
- e) Trucks hauling Designated Wastes approved for this landfill by the Regional Water Quality Control Board.
- f) Other specialized waste transport trucks, hauling wastes identified in the Landfill's Solid Waste Facilities Permit which cannot be feasibly processed to increase diversion through a Transfer Station.

8.2 Service Area Restriction. See Section 5.

8.3 Emergency Exemption. See Condition 6.5.

8.4 Reciprocal Use Exemption. See Condition 5.4.

8.5 Direct Haul. Only wastes in the prescribed vehicles which would not be recycled or otherwise diverted from disposal if processed through a local transfer station may be considered for direct haul pursuant to the Procedures specified in Condition 8.6. At least once per year, the Landfill operator shall submit an updated list of waste and material types recovered prior to transfer for disposal at the landfill if contained in loads delivered to any of the local transfer stations open to the public. The annual list shall be subject to the review and approval of the Department of Conservation and Development and is intended to be used when screening direct haul eligibility pursuant to Condition 8.6(g). Loads containing materials that will be used as cover or otherwise beneficially reused on-site and treated as diversion under the Integrated Waste Management Act may be direct hauled without going through a transfer station.

8.6 Direct Haul Procedures. Direct haul process and materials shall be consistent with the Solid Waste Facility Permit (No. 07-AA-0032), this LUP, and applicable policies adopted by the Board of Supervisors including those identified in 8.6(k) below. The operator shall ensure new customers receive information consistent with i) and j) prior to gaining access to the site. The operator shall conduct screening procedures specified in a) through h) prior to allowing customers to direct haul waste/material loads to the landfill. Operator shall provide written confirmation that eligibility has been demonstrated consistent with these procedures prior to loads being accepted for disposal. Operator shall summarize results of direct haul eligibility screening completed each quarter in the direct haul reports required under Condition 8.7.

- a) Name of company and physical location at which the waste or material was generated.
- b) Complete description of waste including chemical analysis and solids-to-liquid ratio when appropriate.
- c) Description of originator's in-house waste inspection program(s) to ensure screening for hazardous and/or toxic materials or originator's written confirmation that their practices comply with uniform waste inspection program prepared by the Landfill operator.
- d) Description of volume and expected frequency of waste to be hauled and a description of the specialized waste transport vehicle(s) to be utilized.
- e) Description of the waste originator's in-house waste reduction and recycling program(s) or originator's written confirmation that their practices comply with a uniform waste reduction and recycling plan to be prepared by Landfill operator and approved by the Department of Conservation and Development.
- f) Originator's or transporter's affirmation to adhere to County imposed haul route and peak hour hauling restrictions.
- g) Written confirmation by the Landfill operator that the waste or material is not on the approved annual list described in condition 8.5, and
- h) Written waste eligibility determination from Keller Canyon Landfill Company based on a) through g) above.
- i) Requirements of Keller Canyon Landfill Company describing contract for landfill use, rules and regulations of the landfill (e.g. on-site speed limit), prescribed haul route, load inspection program, driver training program, and any other such information as required.
- j) Requirements for proper load covering or containerization and consequences for non-compliance specified in Condition 7.2.
- k) Any other information required by the Director of Conservation and Development, or by the actions of the Board on August 11, 1992 October 27, 1992, November 24, 1992, August 17, 1993 and December 14, 1993.

8.7 Direct Haul Reports. The Landfill operator shall submit quarterly direct haul reports to the Department of Conservation and Development. The quarterly reports shall contain details about all direct haul loads, including the date accepted, customer (company) name, waste type, tonnage, location and jurisdiction of waste/material origin (city and county) and end use (disposal, cover or other on-site beneficial reuse). Summarized results of all direct haul eligibility screening conducted during each period shall be submitted in

conjunction with the quarterly waste origin reports. The quarterly reports shall also identify the total tonnage of municipal solid waste (Class III waste) received that quarter, total tonnage of Class II wastes received that quarter, and the percentage of total waste received which is characterized as Class II. If determined necessary by DCD, additional reporting information or more frequent reporting may be required in the future.

- 8.8 Emergency Direct Haul. In the event that a natural disaster or other emergency prevents the timely processing of wastes through a transfer station before disposal at the landfill, such waste or loads may be considered for direct haul. The landfill operator shall submit a written request to the County Department of Conservation and Development when circumstances or conditions warrant, or may warrant, emergency direct haul to the landfill. The landfill operator shall not proceed with emergency direct haul until written approval has been provided by the Director of the Department of Conservation and Development. The landfill operator shall submit an incident report describing the basis for emergency direct haul and the contingency actions taken.

9. OPERATING PARAMETERS

- 9.1 Hours of Operation. The Landfill operator shall not open the landfill to receive waste loads before 7:00 a.m. or after 7:00 p.m. Refuse shall be covered by 7:30 p.m. at which time working lights shall be extinguished. Entry and security lights shall be dimmed at 7:30 p.m. Other hours of operation, within those parameters, may be specified by Contra Costa Environmental Health or in the Landfill's Solid Waste Facilities Permit. Special loads may be received at other times in accordance with procedures established by Contra Costa Environmental Health or the Department of Conservation & Development.

The Director of Conservation and Development may administratively shorten or extend the hours of operations prescribed above after consultation with the Landfill operator, Contra Costa Environmental Health, and the City of Pittsburg, after holding a public hearing to obtain the comments of other interested parties. To shorten the hours of operation, the Director of Conservation and Development shall find that the changes are needed to mitigate substantial noise, traffic, or similar impacts arising from the operation of the Landfill which were not known when this Land Use Permit was adopted. To extend the hours of operation, the Director of Conservation and Development shall find that longer hours will not cause traffic, noise, glare, or similar impacts of Landfill operations to substantially increase in the vicinity of the Landfill. Exceptions to this limitation may be granted in response to natural disasters or other emergencies if deemed warranted by the Director of Conservation and Development if required to

address any applicable officially declared disaster.

- 9.2 **Operating Days.** The landfill shall remain open for operation six days a week except on Holidays. It shall close on Sundays. Exceptions to this limitation may be granted in response to natural disasters or other emergencies if deemed warranted by the Director of Conservation and Development.
- 9.3 **Maximum Daily Tonnage.** The landfill may accept for disposal a maximum of 3,500 tons of refuse per day. The Board of Supervisors shall review and revise, if necessary, the maximum allowable tonnages per day. If the Board establishes sub-County service areas, maximum tonnages for each landfill may be prorated to reflect their service areas. The Board may increase the maximum daily tonnages, if necessary, to reflect Reciprocal Capacity Agreements or emergency measures. Exceptions to this limitation may be granted in response to natural disasters or other emergencies if deemed warranted by the Director of Conservation and Development. The Landfill operator shall submit quarterly reports to the Department of Conservation and Development solely showing daily waste tonnage accepted for disposal.
- 9.4 **Minimum Buffer Zone.** The Landfill developer shall reserve a minimum buffer of 2,000 feet from the closest place of permanent waste placement to the closest existing residence on Jacqueline Drive.
- 9.5 **Special Buffer Area.** No residential housing shall be permitted at any time in the special buffer area. See Condition 23.2.
- 9.6 **Dedication of Special Buffer Area.** At the time of the submission of the landfill's Development and Improvement Plan, pursuant to Government Code Section 7050, the landfill owner shall offer to dedicate the fee title of the land within the Special Buffer Area to the County of Contra Costa for recordation. The County may accept the fee title and complete the dedication subsequent to the opening of the landfill for the disposal of waste. In making the offer of dedication the Landfill owner may reserve the rights to carry out mitigation programs required by these Land Use Permit Conditions of Approval, and as may be further detailed in implementation plans required to be prepared by these Conditions within the Special Buffer Area. The Landfill operator may perform grading and make installations, such as drainage ditches within the Special Buffer Area related to the landfill facility, provided that the grading and installations are consistent with the approved final Development and Improvements Plan and do not impair the capability of the Area to accommodate agricultural grazing and provide habitat mitigation consistent with these Conditions of Approval. Similarly, the Landfill operator shall be allowed to carry out closure and post-closure activities related to the landfill or the Special Buffer Area provided that such

activities are consistent with a County-approved closure plan and with the uses of the land allowed by these Conditions of Approval.

The County may require the Landfill operator to maintain the Special Buffer Area, subsequent to dedication, at the operator's expense. Maintenance shall include security, weed control, erosion control and the provision of fire trails.

10. WASTE MEASUREMENT AND CHARACTERIZATION

- 10.1 Volume Estimation. The Landfill operator shall prepare reports annually estimating the remaining landfill site life (years) and capacity (cubic yards and tons). Reports shall be submitted to the Department of Conservation and Development by March 1st of each year. The Landfill operator shall also submit an initial topographic map prior to receiving wastes.
- 10.2 Scales. The Landfill developer shall install certified scale(s) at the landfill to weigh incoming and outgoing trucks. A weighing program, subject to approval by Contra Costa Environmental Health and Director of Weights and Measures, shall be implemented to monitor incoming wastes.
- 10.3 Waste Characterization. The Landfill operator shall participate with transfer station operators serving the landfill in a tracking and reporting program to characterize incoming wastes by generator (customer) name, type, amount, and originating community and perform detailed load inspections on vehicles according to a program specified by the Department of Conservation and Development. Reports shall be submitted to the Department of Conservation and Development on a quarterly basis on or before the landfill reporting deadlines specified in the Disposal Reporting regulations (Title 14).

11. ADMINISTRATION

- 11.1 Permit Review. The Landfill operator shall submit reports to the Department of Conservation and Development summarizing the compliance status for these Land Use Permit Conditions of Approval annually unless otherwise specified by the Director of Conservation and Development. The Board of Supervisors will hold annual public hearings to review the Conditions of Approval for this Land Use Permit for three years beginning one year after the commencement of operations of the Landfill. The Board may refer proposed changes to the Land Use Permit to the County Planning Commission for processing. Thereafter, the County Planning Commission shall hold public hearings on the Land Use Permit at three-year intervals. As a result of a review and public hearing, the County Planning Commission

may recommend to the Board of Supervisors new or modified conditions to improve the public health, safety, and welfare or in response to court decisions or regulatory changes. Nothing in this condition shall preclude the Landfill owner from applying for amendments to the Land Use Permit at any time or preclude the County from addressing emergency situations or new requirements imposed by State or Federal legislation or the courts.

- 11.2 Local Advisory Committee. The Department of Conservation and Development shall organize, and the Landfill developer shall participate in a local advisory committee, consisting of elected representatives of local residents and neighborhood associations, to comment and advise on the development of the landfill and its operations. The Board of Supervisors may sanction the Local Advisory Committee as an official County committee. The committee shall be established as soon as reasonably possible after the Board of Supervisors' approval of this Land Use Permit, if such approval is forthcoming. Meetings shall be initiated following the approval of a Land Use Permit and shall be held at least quarterly through the first two years of landfill operation. Subsequently, meetings may be held annually, but with the provision for meetings on call by the chair or the written request of 3 or more members unless otherwise specified by the County Board of Supervisors. Contra Costa Environmental Health shall be notified at least 10 days in advance of all meetings. Subjects for consideration at meetings will include, but shall not be limited to safety and emergency procedures, landfill fill-related traffic problems, screening of visual impacts and problems of litter, odor, and noise control. Meeting agenda also may include discussion of reports on the landfill construction, operation and maintenance. The Landfill operator shall provide reasonable access to the landfill arranged through the Conservation and Development Department. A surcharge on the tipping fee may be used to fund the advisory group's operations.
- 11.3 Insurance and/or Bonding. The applicant shall provide the insurance and bonds specified by the units of government having approval authority over the project. The applicant/operator is obligated to comply with additional County specified insurance and bonding requirements pursuant to Article 12 of the First Amended Landfill Franchise Agreement. Subjects may include continuity of landfill operation, non-compliance, emergency measures, construction performance, landscaping and closure.
- 11.4 Notification Program. The Landfill operator shall prepare and implement a program to notify potential customers and periodically remind existing customers of the landfill's opening and closing times, and the conditions of its use, including waste reduction and recycling requirements, load covering requirements, site access regulations, truck maintenance to conserve fuel and a detailed list of prohibited hazardous wastes and alternative disposal options. Customers shall also be notified and periodically reminded of waste

acceptance eligibility criteria so that refuse loads containing materials on the list approved annually pursuant to Condition 8.5 are not being brought directly to the landfill. The program should be prepared in conjunction with the operator(s) of the transfer station(s) serving the landfill consistent with the Board of Supervisors' policies on direct haul (see Conditions 8.5 through 8.7). It shall be approved by the County Department of Conservation and Development.

- 11.5 Development Coordinator. The Landfill owner shall provide a fund to support a County Landfill Development Coordinator, if the County establishes the position, through the period of construction and landfill operations. The Coordinator shall be a staff member or a consultant. The owner shall make quarterly advance payments.

The Landfill developer and operator shall provide such information as the Development Coordinator may require to review plans and installations under the purview of the County, except that any requirements for additional studies shall be subject to the approval of the County's Director of Community Development.

- 11.6 Compliance and Mitigation Monitoring Program. The Landfill operator shall fund the County Department of Conservation and Development's program for monitoring of compliance with these Conditions of Approval and the Environmental Impact Report's mitigation monitoring program.
- 11.7 Pre-Annexation Notification. If the Landfill owner decides to request annexation of the Landfill to a city, the owner shall notify the Board of Supervisors at least 180 days in advance of filing any application for such annexation. The Board may require the Landfill owner to consult with it or County staff to determine how solid waste management programs specified in these Conditions of Approval would be carried out subsequent to annexation. In no case shall the annexation relieve the Landfill operator of the financial responsibilities, including payment to the County of mitigation fees, specified in these Conditions.
- 11.8 Fee and Surcharge Identification. The Landfill operator (permittee) shall not identify the costs of public agency (County, etc.) fees, charges, or surcharges on bills and receipts issued to landfill users without first obtaining the specific written approval of the County.
- 11.9 Interpretation of Conditions. The Conservation and Development Department Director is authorized to interpret these Conditions in the event that any clarification is needed.
- 11.10 Conditions Requiring Franchise. Conditions of Approval 4.2, Operative

Date, and 13.4, Franchise Agreement Requirement, require a franchise or agreement to be established by this County. All of the terms of said franchise or agreement shall be subordinate to these Conditions of Approval, and these Conditions of Approval shall control in the case of any conflict unless otherwise provided for pursuant to Condition 2.3. There shall be no need to amend these Conditions of Approval or the franchise in the event of such a conflict.

- 11.11 Regulations Enforced by Other Agencies. Several of these Conditions of Approval relate, paraphrase or summarize laws and regulations which are imposed and enforced by other governmental agencies which have jurisdiction over particular aspects of this project. It is this Board's intent in adopting these Conditions of Approval to provide the applicant and the public with an overview of the scope of regulation applicable to this project and to provide this County with the authority to exercise enforcement power if deemed necessary in response to violations of such laws and regulations enforced by other agencies. Unless specifically stated in the Conditions of Approval, however, it is not this Board's intent to establish rules or regulations which are stricter than the laws or regulations which are applied to this project by the other agencies with jurisdiction over aspects of this project. If another agency primarily responsible for some aspect of this project finds that any action or inaction is in compliance with, or violates, any such law or regulation, that finding shall be conclusive. If these Conditions of Approval require some approval by any other agency and that agency declines to approve or disapprove the subject matter, such approval shall be deemed to have been given for purposes of these Conditions of Approval.
- 11.12 Required Expenditures. This Board does not intend, by requiring the applicant to fund various measures, to make any decision regarding whether or not, or how, any expenditures incurred may be recovered through the rate structure or otherwise by the applicant. Any such decision by this Board shall be reserved for its consideration in the franchise or agreement. No inference regarding this issue is to be drawn from this Board's use of any particular terminology in these Conditions of Approval.
- 11.13 Designation of Authority. In any instance where a Condition of Approval provides that this Board will decide or act upon a certain matter, this Board may delegate the initial decision making or action with respect to that matter to the Director of Conservation and Development or such other designee as this Board determines to be appropriate, provided that there shall be a right of appeal to this Board from any decision to the Director of Conservation and Development or other designee.

12. RATE REVIEW

12.1 Rate Approval.

- a) The Board of Supervisors may at its discretion review and approve all rates charged by the landfill operator at the landfill to the extent allowed by the terms of the applicable Franchise Agreement. The rates established by the Board shall be the maximum rates.
- b) The landfill operator shall at all times maintain on file with the County, a current schedule of Base Rates and Gate Rates charged to each customer as required in Section 6.6 of the Landfill Franchise Agreement.
- c) As provided for in Condition 2.3, where there is an inconsistency between the requirement(s) of this or any other rate setting Condition in Section 12 and the terms of the Landfill Franchise Agreement which granted the operator sole discretion over setting the base gate rate charged to customers, the terms of the Landfill Franchise Agreement shall supersede the applicable language in Condition 12.1(a) and 12.2 - 12.6 until such inconsistency no longer exists pursuant to Condition 2.3(d).

12.2 Rate Review. If the Board of Supervisors elects to review and approve rates, it should be done annually in accordance with the rate review procedure established by the County. More frequent review of rates may occur if requested by the landfill operator and if the Board determines that changing circumstances warrant such review. The Board may also review rates more frequently if the Board determines that it is in the public interest to do so pursuant to the terms of the Franchise Agreement for the landfill.

12.3 Form and Content of Rate Review Application. The landfill operator shall submit its rate application in a form and content as specified by the County. The Landfill operator shall provide any relevant rate and cost information requested by the County. Such application may require the landfill operator to submit the application on forms and/or using computer software provided by or specified by the County. The County shall have the right to inspect and audit all records of the landfill operators which support its rate review application.

12.4 Rate Application Guidelines. The rate application shall be designed to ensure reconciliation of rates with audited company financial statements; detailed year-to-year cost comparisons; documented guidelines for allowable expense categories, accounting methodologies, allowable management costs and other cost elements; unit usage and unit cost data on major expense items; calculation and reporting of company productivity

statistics by cost category; and full documentation of assumptions and source materials. The rate application process shall also provide for comparative rate surveys with other similar operations.

- 12.5 **Financial Statement.** The landfill operator shall maintain full and complete accounting records in conformity with generally accepted accounting principles applied on a consistent basis. A financial statement for the preceding fiscal year, in such form and providing such information as the Board may require, shall be submitted with each rate review application. The financial statement shall be prepared and certified by a Certified Public Accountant currently licensed to practice in the State of California. The County, through a Certified Public Accountant appointed by the County for that purpose, shall at all reasonable times have the right to inspect and audit the records of the landfill operator that supports the financial statements. The County reserves the right to determine which records are relevant.
- 12.6 **Scope of Rates.** The Board of Supervisors may require that the landfill operator include in its rates collection for purposes other than disposal including but not limited to, charges for funding of inspections, charges relating to origin of waste such as out-of-county waste, franchise or agreement fees, closure and postclosure maintenance of other landfills, solid waste management programs such as general litter pick-up, abandoned vehicle removal, solid waste planning, and any other conditions of approval.

13. FRANCHISE AGREEMENT

- 13.1 **Franchise Compliance and Agreement.** The Landfill operator shall be subject to the terms and conditions of any franchise or agreement established by the Board of Supervisors. A draft franchise or agreement shall be submitted with or before the Final Development and Improvements Plan.
- 13.2 **Assignment.** The landfill operator and the landfill owners shall not assign or subcontract the franchise or agreement, any part of the franchise or agreement or any obligation of the franchise or agreement without written prior consent of the Board of Supervisors. Unless otherwise specified in the franchise agreement, the term "assignment" shall include any dissolution, merger, consolidation or reorganization of the landfill's ownership or the sale or other transfer of the controlling percentage of the owner's stock in the landfill or the sale of 51% of the value of the assets of the landfill's owners.
- 13.3 **Contents.** The franchise or agreement may contain such provisions as the Board deems necessary, including but not limited to complete

indemnification of the County, liability insurance by type and amount, performance bond by type and amount, rights of the County to acquire ownership of the landfill, funding for mitigation and reimbursement of County costs, funding for closure or post-closure costs, franchise or agreement fee fees) rate review and approval procedure and determination of and consequences of breaches of the franchise.

- 13.4 Requirement. Permittee shall not establish, operate or carry on the business of a solid waste facility pursuant to this permit unless and until it has been first granted a franchise (or entered an agreement with the Board of Supervisors).
- 13.5 County Discretion. Notwithstanding any other provision of this Permit, Permittee acknowledges that the County's discretion to grant or deny one or more said exclusive, non-exclusive or otherwise franchises or similar agreements is not limited or abridged in any manner by this Permit; and that this Permit does not require the approval of any such franchise or agreement. County reserves the right as part of the negotiation and entry of any such franchise or agreement to enter a public-private partnership with the Permittee for the project and/or to pursue the rights of the County to acquire ownership of the Landfill.

14. LAND USE PERMIT PLAN CONSTITUENTS

- 14.1 Initial Development and Improvements Plan. The Initial Development and Improvements Plan approved by this Land Use Permit, and modified by these Conditions of Approval, shall consist of the following schematic plans included in the applicant's January 31, 1989 entitlement application, the Keller Canyon Landfill Comprehensive Project Description (February 1989) and addendum (December 1989), and the 3-volume Site Characterization Report (September 1989).
- a) Grading/Excavation Plans with fill limits for each phase.
 - b) Layout for Groundwater Collection System.
 - c) Liner System Cross-section and Installation Sequence.
 - d) Leachate Collection System Layout Plan.
 - e) Gas Collection Layout Plans for each phase.
 - f) Surface Water Drainage Plan.
 - g) Facilities Site Plan for Operations and Maintenance.
 - h) Leachate, Landfill, Gas and Water Storage Facility.
 - i) Landfill Access Road Plans Profiles, Typical Section.
 - j) Bailey Road Plan and Typical Section.
 - k) Landscape Facilities Site Plan for Operations and Maintenance.
 - l) Landscape Plan for Leachate, Landfill Gas and Water Storage

Facilities.

m) Landscape Plan.

14.2 Regulatory Agency Approvals. Subsequent to the approval of this Land Use Permit, the Landfill Developer shall obtain approvals from the regulatory agencies having jurisdiction over the project, and obtain their detailed requirements for building, serving, and operating the Landfill. The approvals shall include, but are not limited to:

- a) Waste Discharge Requirements from the Regional Water Quality Control Board.
- b) Authority to Construct (and Authority to Operate Requirements) from the Bay Area Air Quality Management District.
- c) Wetland Modification Permit from the Army Corps of Engineers.
- d) Streambed Alteration Agreement from the State Department of Fish and Wildlife.

The Landfill developer shall notify the Department of Conservation and Development if proposed or adopted permit conditions or requirements of other regulatory agencies do not appear to be consistent with this Land Use Permit or the Landfill's Environmental Impact Report. The Landfill operator shall submit to the County copies of all new and modified permits or entitlements at the time each is issued or approved by the applicable regulatory agency.

14.3 Improvements Requirements. Subsequent to the approval of this Land Use Permit, the Landfill developer shall obtain approvals from the agencies, utilities, and parties having jurisdiction or control over the on-site and off-site improvements required by this Land Use Permit or by agencies having regulatory jurisdiction over the project. The Landfill developer shall notify the Conservation and Development Department if proposed or adopted Conditions or requirements do not appear to be consistent with this Land Use Permit or the Landfill's Environmental Impact Report.

15. DEVELOPMENT AND IMPROVEMENTS PLAN

15.1 Final Development and Improvements Plan. Subsequent to the approval of the Land Use Permit but prior to the commencement of any construction, the Landfill developer shall submit a Development and Improvements Plan to the Conservation and Development Department and obtain the approval of the Director of Community Development. The Development and Improvements Plan shall be consistent with the project approved by the Land Use Permit, but prepared to a level of detail appropriate for the review

of the engineering and construction of the project's on-site and off-site improvements. It shall be internally consistent with the project's Environmental Impact Report findings, these Conditions of Approval, regulatory agencies and others having discretionary approvals over the project, and the Solid Waste Facilities Permit issued by Contra Costa Environmental Health. The Conservation and Development Department will coordinate the review of the plan by Contra Costa Environmental Health, the Public Works Department, and other appropriate units of government. The Landfill developer shall comply with all provisions of the final Developments and Improvements Plan.

The Development and Improvements Plan shall include:

- a) Site Development Plan, as described in the following sections.
- b) A Surface Water Management and Sediment Control Plan, (Section 18).
- c) An Agricultural and Habitat Enhancement Plan, (Section 23).
- d) A Waste Reduction and Resource Recovery Program, (Section 31).
- e) A Landscape (screening) Plan, (Section 22).
- f) A Landfill Gas Management/Air Quality Monitoring/Odor Control Plan, Section 20).
- g) A Leachate Management Plan, (Section 17).
- h) A Site Services and Utilities Plan (Section 30).
- i) A Traffic/Circulation Plan, (Section 29).

- 15.2 In approving the Development and Improvements Plan, the Conservation and Development Department Director may allow the Landfill developer to phase construction of landfill modules and other features, except where timing is specified in these conditions. The submittal of the Development and Improvements Plan components may reflect this phasing.

16. SLOPE AND SEISMIC STABILITY

- 16.1 Landfill Slopes Objective. Landfill slopes shall be engineered to provide static and dynamic (seismic) stability under design criteria for Class II Landfills.
- 16.2 Seismic Design. The Landfill, its drainage features and operating components (lifts, berms, liners, sediment pond, leachate and gas collection systems and major stockpiles) shall be designed to withstand earthquakes as specified in applicable regulations. The Landfill developer shall utilize a MCE (design earthquake) specified by the San Francisco Regional Water Quality Control Board. The Landfill developer shall provide substantiation in the Final Development and Improvements Plan that the Landfill design will

withstand the MCE.

- 16.3 **Landslide Study.** The Landfill developer shall employ a licensed geotechnical consultant to conduct a supplementary study of landslides and slope stability in areas of the site affected by Landfill and improvements grading. The study shall be performed by a licensed geotechnical professional. The study shall be subject to the approval of the County and the San Francisco Regional Water Quality Control Board. The Landfill developer shall incorporate the results of the study into the site grading program and the designs of overlying structures, which shall be included in the Development and Improvements Plan.
- 16.4 **Geotechnical Inspector.** The Landfill operator shall fund the costs of an independent geotechnical consultant, who shall be selected by and be responsible to the County. The Inspector shall inspect the installation and condition of liners, leachate control facilities and other installations, identified by the County, as they are installed and periodically thereafter as directed by the County. This provision shall remain in force over the life of the landfill.
- 16.5 **Landfill Design Stability.** The Landfill developer shall provide a static and dynamic stability analysis of the final engineering design of the Landfill and its appurtenant improvements. The stability analysis method and the resulting analysis shall be approved by the County Conservation and Development Department and the San Francisco Regional Water Quality Control Board and included in the Final Development and Improvements Plan.
- 16.6 **Slope Monitoring.** The Landfill operator shall install and maintain slope monitoring stakes on landslides and sensitive slopes which could affect an operating Landfill. The monitoring program shall be approved by the County Department of Conservation and Development.
- 16.7 **Settlement Program.** The Landfill developer shall implement a program to prevent fill settlement and an inspection program to detect and correct settlement problems. The developer shall compact the refuse and cover materials to maximum strength and design and maintain the necessary slope gradient to ensure proper surface water drainage. A network of settlement platforms shall be installed to monitor fill settlement at critical points. The station specifications and locations shall be included in the Improvements and Development Plan. The Settlement program shall be subject to the approval of the County Conservation and Development Department and the San Francisco Regional Water Quality Control Board.
- 16.8 **Emergency Landslide and Earthquake Program.** The Landfill operator shall prepare and implement an emergency program for inspecting the

Landfill facility, dealing with failures and providing for uninterrupted refuse handling for implementation following a landslide and/or earthquake. The program shall be subject to the approval of the County Department of Conservation and Development, Contra Costa Environmental Health and the Regional Water Quality Control Board.

- 16.9 Settlement Pond Embankment Design. The Landfill developer shall design the settlement pond to control foundation seepage through the means of a filter or other materials.
- 16.10 Settlement Pond(s) Monitoring Program. The Landfill operator shall prepare and implement a failure prevention and warning system, including daily monitoring and visual inspection, for the sedimentation ponds. The program shall be approved by the County Conservation and Development Department and shall be included in the Development and Improvements Plan.
- 16.11 Stockpile Stability. Commencing with the onset of stockpiling, the Landfill operator shall continually analyze daily cover material stockpiles for stability to determine allowable heights and/or slopes. The results shall be available to the County Conservation and Development Department and Contra Costa Environmental Health on demand.
- 16.12 Unstable Areas. Areas with landslide potential to affect landfill operations shall be stabilized through excavation or other methods such as compacting or the construction of retaining walls. Grading operations shall be performed in a manner which shall not destabilize slopes.

17. GROUNDWATER PROTECTION

- 17.1 Groundwater Protection Objective. The Landfill shall not impair the beneficial uses of groundwater on the Landfill site or in its vicinity. The design and monitoring of the Landfill shall be based upon the assumption of the existence of high permeability interconnecting cracks and fissures in the underlying strata allowing the potential of groundwater transmission.
- 17.2 Landfill Liner. The Landfill developer shall install a engineered liner system, including a clay liner and a high-density polyethylene liner, which meets State Class II Landfill standards. The liner shall be approved by the San Francisco Bay Regional Water Quality Control Board and its specifications and design shall be included in the Development and Improvements Plan. The liner shall be designed to withstand the Maximum Credible Earthquake as specified by the Regional Water quality Control Board. See Section 16.

- 17.3 Leachate Collection System. The Landfill developer shall install a leachate collection system which shall meet State Class II standards. The leachate collection system shall be approved by the San Francisco Bay Regional Water Quality Control Board, and its specifications and design shall be included in the Development and Improvements Plan. Leachate shall be contained by a double liner system consisting of a two-foot thick layer of clay overlain by a synthetic membrane liner. Enclosed storage tank design for leachate treatment shall meet hazardous waste storage requirements, which includes a double liner system with perimeter berms. An emergency connector shall be installed between the pre- and post-treatment tanks in the event of an overflow situation. A tanker truck shall be readily available for emergency purposes. Measures shall be taken to limit leachate formation, such as prompt covering of waste and provision of surface water drainage away from landfill areas.
- 17.4 Surface Drainage System. Water collected in the underdrain system beneath the landfill shall be monitored on a regular basis specified by the San Francisco Regional Water Quality Control Board. If contaminated, this water shall be treated as leachate. See Section 18.2.
- 17.5 Groundwater Monitoring. The Landfill developer shall install a groundwater monitoring system and implement a monitoring program, as required by the San Francisco Bay Regional Water Quality Control Board. The monitoring stations' specifications, locations, and their frequency of monitoring shall be included in the Development and Improvements Plan. The proposed monitoring program shall be subject to review by Contra Costa Environmental Health and the County Conservation and Development Department.
- 17.6 Downstream Well Monitoring. . The groundwater monitoring program shall include selected wells down gradient from the site. The wells shall be subject to approval by the San Francisco Regional Water Quality Control Board. The Landfill operator shall sample and analyze water from these wells as required by the Regional Water Quality Control Board. The location of these wells shall be identified on the Development and Improvements Plan.
- 17.7 Baseline Water Characterization. The Landfill developer shall conduct a groundwater characterization study for at least a one-year period following the approval of the Land Use Permit. The procedures for the study shall be specified by the San Francisco Bay Water Quality Control Board and Contra Costa Environmental Health.
- 17.8 Liquid Waste Disposal. The Landfill operator shall comply with the requirements of the Regional Water Quality Control Board for disposal of de-

watered sewage and other utilities' sludges in the Landfill to prevent excess liquid concentrations. The Landfill operator shall not accept other liquid wastes.

- 17.9 Drainage Grading. The Landfill developer shall grade completed fill areas to convey surface run-off to ditches at the fill perimeter to limit infiltration into the Landfill. The grading specifications shall be included in the Development and Improvements Plan.
- 17.10 Leachate Management. The Landfill operator may reapply leachate removed from the leachate collection sumps to the Landfill for absorption by solid waste, or arrange for its transportation (pretreated if necessary) to an appropriate treatment and disposal facility. If leachate is returned to the fill area, it shall be injected under the Landfill's cover rather than applied over its surface. The return of leachate to the Landfill shall be subject to the solids-to-liquids ratio restrictions defined by the San Francisco Bay Regional Water Quality Control Board and Contra Costa Environmental Health. If leachate is transported to an off-site disposal/treatment facility, it shall be pretreated on-site to meet all requirements of such facility before transport. If leachate build up becomes a problem, Contra Costa Environmental Health may require additional remedial measures, such as the placement of more soil cover, or the installment of a low-permeability earthen or synthetic cover. The Leachate Management Program shall be included as part of the Site Design Plan.
- 17.11 Water Balance Calculations. The Landfill operator shall provide water balance calculations, when requested by the Regional Water Quality Control Board or other applicable regulatory agency, to evaluate intermediate stages of Landfill operation to ensure the maintenance of a proper solids-to-liquid ratio.
- 17.12 Leachate Holding Tanks. Holding tanks for leachate shall be tested to ensure chemical compatibility to prevent chemical degradation of said tanks. The Landfill developer shall submit test results to the Regional Water Quality Control Board and Contra Costa Environmental Health, prior to the submission of the Development and Improvements Plan.
- 17.13 On-Site Water Supply Wells. The Landfill developer shall construct the proposed on-site water supply wells after a hydro-geologic investigation has determined flow direction and relationship between water bearing strata if any. Water supply wells shall utilize separate water bearing strata, and shall be sealed to prevent communication between shallow and deep ground water. The locations and characteristics of water supply wells shall be described in the Development and Improvements Plan, and shall be subject to Contra Costa Environmental Health and San Francisco Regional Water

Quality Control Board approval. Pump tests shall be provided for on-site wells located within 500 feet of any domestic well to evaluate interference between wells.

- 17.14 Off-Site Water Well Contamination. If the water quality of nearby domestic water supplies is impaired by Landfill leachate, the Landfill operator shall take immediate remedial action that is acceptable to Contra Costa Environmental Health and the San Francisco Regional Water Quality Control Board. The source of contamination shall be identified and immediately repaired. Remedial measures shall include but are not limited to extraction wells and slurry walls. The Landfill operator may be required to replace the impaired water supply.
- 17.15 Liner Installation Inspection. See Condition 16.4.
- 17.16 Secondary Containment. The Landfill developer shall construct a secondary containment system capable of containing 1.5 times the volume of each leachate-holding tank.
- 17.17 Working Face. The Landfill operator shall maintain a maximum daily working face of 3 acres or less in order to minimize surface water infiltration to the refuse, as well as to control dust and erosion, prevent vector proliferation, and minimize visual impacts. Exceptions to this limitation may be granted in response to natural disasters or other emergencies if deemed to be warranted by the Director of Conservation and Development.

18. SURFACE WATER PROTECTION

- 18.1 Surface Water Protection Objective. The Landfill shall not impair the beneficial uses of water bodies in the vicinity of the Landfill site.
- 18.2 Surface Drainage System. The Landfill operator shall install and maintain a Landfill surface drainage system which shall be designed to meet State Class II standards. It shall accommodate a 1,000-year, 24-hour design storm, as specified by the County Public Works Department and the San Francisco Regional Water Quality Control Board (SFRWQCB). The drainage system shall convey surface water around the active fill area without contacting the working face or any solid waste. The surface drainage system shall be approved by the SFRWQCB and the County Department of Conservation and Development and included in the Development and Improvements Plan. Surface flow shall be evaluated further with groundwater levels and precipitation factors prior to construction, and findings incorporated into the final landfill design in order to lessen impacts to surface water flow. Flow rates and groundwater levels shall be

monitored through the life of the landfill. If loss of surface flow is determined to have unforeseen impacts, a like amount of water shall be provided.

- 18.3 Creek Protection. The landfill shall be designed so leachate and other contaminated water does not flow into Lawlor Creek. See Section 23.3.
- 18.4 Surface Water Management and Sediment Control Plan. The Landfill developer shall prepare and implement a Surface Water Management and Sediment Control Plan, which shall be subject to the approval of the County Department of Conservation and Development. The plan shall include a Stability Analysis of proposed cut and fill slopes, and shall prevent substantial erosion on slopes on the project site and reduce the amounts of water-borne materials from reaching surface waters. It shall include the components listed below, and it shall be included in the Final Improvements and Development Plan.
- a) Primary Grading. The Landfill developer shall perform primary grading for the project's fill modules, cover, roads, paved areas, building sites, and the construction of site slopes during the April through October low rainfall season.
 - b) Temporary Flow Restriction. If grading must be done during rainy periods, or if erosion is occurring on previously graded areas, the Landfill developer shall take corrective actions, which may include the installation of ground cloth or the placement of hay bales.
 - c) Ground Cover. The Landfill developer shall plant ground cover on graded areas which are not to be developed within 90 days. The ground cover shall be consistent with the Landscaping Plan.
 - d) Ditch/Swale Liners. The Landfill developer shall line any ditches and swales for conveying surface runoff across sanitary Landfill areas to limit water infiltration. Drainage-ways across other areas shall be lined or planted to limit erosion.
 - e) Sedimentation Ponds. The Landfill developer shall install and maintain a sedimentation pond system prior to other landfill development to hold and process drainage from the Landfill property which shall be designed to withstand the 1,000-year, 24-hour design storm and Maximum Credible Earthquake event. The Landfill developer shall develop a program for monitoring storage volumes in the sedimentation ponds and releasing water depending on expected rainfall. Flow rates for downstream discharge shall not exceed the 25-year, 24-hour design storm. The program shall include a preventive maintenance program which shall include a program for clearing of sedimentation ponds and maintenance of perimeter ditches and vegetative cover. The owner shall submit documentation

to the Department of Conservation and Development to demonstrate that basin maintenance (e.g. dredging) has been completed as needed or required prior to the start of the rainy season (October 15th). The program shall be subject to approval from the County Department of Conservation and Development, Contra Costa Environmental Health, Public Works Department, and the San Francisco Regional Water Quality Control Board. The efficacy of the Landfill surface water control system in reducing downstream flooding shall be addressed in the annual and triennial reviews required by Condition 11.1.

- f) Runoff Conveyance. Erosion to ditches or gullies used to convey runoff shall be corrected by use of appropriate measures such as energy dissipators or rip rap.
- g) Equalization Basin. Water in contact with the working face area of the landfill shall be discharged into an equalization basin, monitored, and treated if necessary.

18.5 Monitoring. The Landfill developer shall prepare and implement a surface water monitoring program to check for possible contamination of off-site surface water drainage facilities. Baseline water quality shall be determined prior to project implementation. Sedimentation pond outflow shall be monitored. The monitoring program shall be subject to approval of Contra Costa Environmental Health, the County Conservation and Development Department, and the Regional Water Quality Control Board.

19. HAZARDOUS WASTE

19.1 Hazardous Waste Ineligible. See Section 6.4.

19.2 Load Inspection. See Condition 7.1

19.3 Household Hazardous Waste Program. The Landfill operator shall develop a household hazardous waste collection and management program for the service area which is consistent with the County Hazardous Waste Management Plan and with the County Integrated Solid Waste Management Plan. The program shall be subject to the approval of the Contra Costa Environmental Health and Conservation and Development Departments. The household hazardous waste shall be managed in accordance with the "Waste Minimization Hierarchy" identified in the County Hazardous Waste Management Plan. The operator is encouraged to develop the program in cooperation with other waste management facilities and collection services. The proposed program, along with a schedule of proposed costs and funding sources, shall be submitted to the County departments no later than

6 months prior to the opening of the landfill. The program shall include mechanisms for removing household hazardous waste from the waste stream which arrives at the facility. If the household hazardous waste program (or a version of it) is approved by the County Board of Supervisors, the Landfill operator shall implement it. The Landfill household hazardous waste program shall include a public information and education program approved by the County Health Services Department/County Hazardous Materials Commission for notifying facility users and households in its service area of what constitutes hazardous waste and how such wastes are to be disposed of. The household hazardous waste program shall be amended if required by the County Board of Supervisors in their review of the Land Use Permit.

- 19.4 Hazardous Waste Pre-screening. The landfill entrance load screening procedures and a manual load check program during unloading operations shall be included in the load screening program required under Condition 7.1. Landfill employees shall be instructed to investigate suspicious containers for hazardous materials during bulldozing and other activities. Any hazardous materials found shall be set aside for proper collection and disposal.
- 19.5 Regulatory Agency Approvals. The collection and storage of toxic and hazardous wastes pursuant to this section shall be subject to County Health Services Department's Hazardous Materials Division, State Department of Health Services, and other regulatory agency approvals.

20. AIR QUALITY PROTECTION

- 20.1 Prevention of Air Quality Deterioration. The Landfill operator shall manage the facility in a manner that does not result in the significant deterioration of air quality in the vicinity of the site or in the Bay Area. The condition shall be interpreted as a requirement that the Landfill comply with terms of the Authority to Construct Permit to Operate permits issued by the Bay Area Air Quality Management District.
- 20.2 Odor Containment. The Landfill operator shall operate the Landfill in a manner that prevents odors from being detected off-site, pursuant to Regulations 7-101 and 7-102 of the Bay Area Air Quality Management District. If odors are reported to Contra Costa Environmental Health, or reports are relayed from the Bay Area Air Quality Management District, the Department of Conservation and Development or Contra Costa Environmental Health may require additional physical improvements or management practices as necessary to alleviate the problem. Contra Costa Environmental Health shall have the authority to cease disposal at a

particular area of the Landfill, to control odors. A small daily working face (3 acres or less) shall be maintained. The leachate treatment system shall be enclosed and properly maintained to control odors from leachate. The landfill gas collection system and flare shall utilize BACT to reduce landfill gas as a source of toxics and odor.

The Landfill operator shall implement Best Management Practices of the industry to minimize odors from operations and emissions from equipment. If the operator is contacted about odors being detected off-site, the date, time and description of the odor complaint shall be logged and investigated promptly to expedite implementation of any necessary corrective action by the landfill operator. The Landfill operator shall contact Contra Costa Environmental Health or the Bay Area Air Quality Management District at minimum of once per year to obtain any information possible about odor complaints received by each agency. Any odor complaints received by the Landfill operator, Contra Costa Environmental Health or the Bay Area Air Quality Management District shall be included in the annual Activities Report required under the Landfill's Franchise Agreement unless otherwise specified by the Director of Conservation and Development. The landfill operator shall provide a means for receiving after hours odor complaints. Complaints shall be promptly investigated (after hours investigations required if/when multiple after hours complaints received on the same day or on multiple consecutive days) to identify whether the source of the odor is on the landfill site, in which case the problem should be corrected in a timely manner. A response to the person lodging the complaint shall be made within 48 hours and copied to the Department of Conservation and Development, detailing the problem and remedial action taken.

- 20.3 Cover Frequency. The Landfill operator shall cover newly disposed refuse with compacted soil or other cover material meeting state regulatory requirements enforced by Contra Costa Environmental Health and CalRecycle and approved in writing by the Department of Conservation and Development. All working faces of the Landfill shall be covered by the end of the working day. Intermediate cover, meeting the requirements of the State shall be applied over each layer of cells ("lift"). The type of cover material and frequency of cover shall be modified in order to control odor, litter or birds, if necessary, or if required by the Director of Conservation and Development or the Landfill's Solid Waste Facilities Permit.
- 20.4 Odoriferous Loads. The Landfill operator shall identify potentially odoriferous loads prior to acceptance and make any arrangements needed to ensure that disposal of odoriferous loads is managed to avoid off-site detection, which may involve covering such incoming loads immediately.

- 20.5 Dust Suppressants. The Landfill operator shall apply water or proven environmentally safe dust suppressants at least twice daily to working faces of the landfill, unpaved access roads, storage pile disturbances and construction areas as determined to be necessary by Contra Costa Environmental Health. Contra Costa Environmental Health may require sprinklering more frequently for control of particulates.
- 20.6 Area of Operations. See Conditions 17.17 and 22.10.
- 20.7 Air Flow Monitoring. The Landfill operator shall monitor air flow on the site upon commencement of operations and shall provide background meteorological conditions including wind direction, wind velocity, and temperature. After the Landfill is in operation, data shall be used to correlate odor, dust, or litter management with meteorological conditions. Air flow monitoring reports shall be submitted or made available to the Contra Costa Environmental Health and the Department of Conservation and Development upon request.
- 20.8 Contingency Program. Prior to the start of filling operations, Landfill operator shall prepare a "bad days" contingency program for managing the Landfill during periods of unusual wind speeds or directions, rainfall or drought or other atypical situations. It shall apply specific site monitoring information. The Landfill operator shall consider the comments of the City of Pittsburg and consult with the Bay Area Air Quality Management District and the Regional Water Quality Control Board. The program shall be approved by the Department of Conservation and Development and Contra Costa Environmental Health, and it may be revised from time to time. See Condition 25.4.
- 20.9 Revegetation. The Landfill operator shall revegetate completed Landfill areas. Revegetation shall be in accordance with the Development and Improvements Plan and shall be consistent with State and local water conservation landscaping requirements. Intermediate and final cover areas shall be reseeded with native grasses immediately. Excavations shall be reseeded with native grasses or filled immediately. Operating areas which will not be used for fill or construction for 90 days or longer shall be planted for dust and erosion control and for aesthetic purposes. Landfill operator shall provide the County Conservation and Development Department with written notice and documentation (e.g. photographs) of any inactive unvegetated areas of disturbance not being reseeded immediately whether due to on-site activity associated with the landfill (construction or operations) or naturally occurring (landslides, etc.). The Director of Conservation and Development may require that revegetation notices be submitted more frequently and/or on a fixed schedule.

- 20.10 Tree and Shrub Planting. The Landfill developer shall plant trees and shrubs downwind of the Landfill to aid in trapping dust. The planting plan shall be included in the Landscaping plan component of the Development and Improvements Plan.
- 20.11 Gas Control and Collection. The Landfill operator shall install a Landfill gas control collection system in accordance with the regulations of the Bay Area Air Quality Management District. The system shall have the capacity to operate in an active mode, using a mechanical vacuum, to withdraw gas from the Landfill. The system shall be operated in an active mode as soon as practical. The gas control and collection system shall be installed concurrently with the placement of wastes in the Landfill and shall be ready for operation when gas is produced. The gas collection and related recovery system shall utilize BACT and shall be subject to the approval of the Bay Air Quality Management District and County Conservation and Development Department and it shall be included in the Development and Improvements Plan.
- 20.12 Landfill Gas Processing. The Landfill developer shall install a flaring mechanism, in accordance with Bay Area Air Quality Management District guidelines/regulations, to combust collected landfill gas. The flare shall be of the nonilluminous type. Best Available Control Technology (BACT) shall be used, as defined and approved by the Bay Area Air Quality Management District. The flare shall be installed with staged combustion, operated under fuel-rich conditions, and be designed with flue gas recirculation.
- 20.13 Methane Recovery. The Landfill operator shall install a methane recovery system simultaneously with the construction of the gas collection system, preferably utilizing the Landfill gas to produce energy when the Landfill has developed enough gas to justify recovery. When required by the County Conservation and Development Department, the Landfill operator shall conduct a study to determine how methane could be recovered from the gas and used for fuel or as a commodity.
- 20.14 Gas Monitoring. The Landfill developer shall install gas migration detection probes and wells along the boundary of the Landfill footprint, near on-site buildings, and in other locations specified by the Bay Area Air Quality Management District or Contra Costa Environmental Health to monitor for subsurface and surface gas migration. The gas monitoring stations shall be described in the Development and Improvements Plan approved by the County Conservation and Development Department. If gas migration is found, the Landfill operator shall notify the County and take remedial actions. Training of employees for detection of gas migration shall be included in the employee training program.

- 20.15 Lateral Gas Barriers. The Landfill developer shall install a gas barrier or gas collection area on side slopes of the Landfill to prevent lateral gas migration through the sides of the Landfill. The barrier or gas collection area shall be approved by the Bay Area Air Quality Management District and shall be included in the Development and Improvements Plan.
- 20.16 Settlement Protection. The Landfill developer shall use flexible piping and lightweight backfill for the Landfill gas collection system to ensure that settlement of the fill will not affect operation of the system.
- 20.17 Landfill Gas Testing. The Landfill operator shall test Landfill gas for its toxic composition and for toxic constituents. The testing program shall be subject to the approvals of the Bay Area Air Quality Management District, Contra Costa Environmental Health and the Department of Conservation and Development. The Landfill operator shall provide the results to the County Department of Conservation and Development and Contra Costa Environmental Health on a bi-annual basis unless a more frequent interval is specified in the Solid Waste Facilities Permit.
- 20.18 Leachate Disposal. See Condition 17.10.
- 20.19 Cell Re-Opening. Previously-closed cells shall not be reopened without permission from Contra Costa Environmental Health. The Department of Conservation and Development shall be notified of any occurrence that potentially necessitates that one or more cells be re-opened.
- 20.20 Fissure Repair. The Landfill operator shall inspect the Landfill daily. Surface cracks, fissures, eroded areas, or inadequately covered areas on the Landfill may require repairs within 24 hours. The Department of Conservation and Development shall be notified in writing at the time the operator identifies any substantial surface cracks or fissures requiring repairs beyond the placement and compaction of additional clean soil. Photo of the crack should accompany the written notice which describes the expected cause and corrective action plans and repair schedule. This activity shall be included in the employee training program.
- 20.21 Permanent Road Paving. The Landfill developer shall pave and maintain permanent access roads to control dust. A road used for one year or longer shall be considered to be a permanent road. Road construction shall be described in the Development and Improvements Plan.
- 20.22 Temporary Road Paving. The Landfill developer shall pave and maintain temporary road with gravel or crushed aggregate. Temporary roads shall be wetted or chemically treated when necessary to control dust. Road construction shall be described in the Development and Improvements Plan.

- 20.23 Speed Limits. The Landfill operator shall enforce speed limits set by the Contra Costa Environmental Health on internal site roads. The Landfill operator shall install appropriate signs and speed control devices. The maximum internal on-site speed limit shall be 20 mph unless otherwise specified by Contra Costa Environmental Health.
- 20.24 Equipment Maintenance. The Landfill operator shall maintain Landfill equipment in optimum working order to ensure that vehicle emissions are controlled and equipment shall be fitted with spark arrestors so potential for causing fires is minimized. Equipment shall not be left idling when not in use. Maintenance records shall be kept on all pieces of Landfill equipment. The records are subject to review by Contra Costa Environmental Health. Equipment shall be stored, serviced, and repaired in a maintenance area designated in the Development and Improvements Plan and approved by the County Conservation and Development Department.

21. NOISE CONTROL

- 21.1 Noise Control Objective. The Landfill operator shall manage the facility in a manner that minimizes noise impacts to area residents.
- 21.2 Noise Monitoring Program. The Landfill operator shall prepare and implement a noise monitoring and abatement program, which shall be approved by the County Department of Conservation and Development and Contra Costa Environmental Health. The program shall monitor noise levels at sensitive receptor locations, one West of Bailey Road and South of West Leland Road, one near Bailey north of West Leland, and another in the Jacqueline Drive area south of West Leland Road. The Director of Conservation and Development may specify other monitoring locations. Noise monitoring reports shall be submitted to the County Conservation and Development Department on a quarterly basis unless otherwise specified by the Director of Conservation and Development. If the monitoring noise levels at the Landfill boundary line or other monitored location exceed 60 dBA during daylight hours, or 50 dBA during the evening or at night, the County may require the operator to institute additional noise reduction measures to bring noise emanating from the Landfill to the forementioned levels or less.
- 21.3 Toe Berm. See Condition 22.3.
- 21.4 Mitigation/Lift-Level Berms. See Condition 22.4
- 21.5 Construction Hours. See Condition 32.1.

- 21.6 Truck Noise Suppression. The Landfill operator shall require transfer trucks and other waste hauling vehicles using the facility to be equipped with factory approved noise suppression equipment, including engine compartment insulation. The Landfill operator shall request the California Highway Patrol actively enforce muffler and vehicle noise standards as required in the California Vehicle Code if, for any reason, noise from heavy trucks becomes a source of complaints in the project area, whether project-related or not. Transfer trucks and other waste hauling vehicles with faulty mufflers shall be denied access to the landfill after one warning by a landfill operator at the landfill entrance.
- 21.7 Landfill Vehicles. The Landfill operator shall provide Landfill equipment with the best available noise suppressing equipment to minimize sound generation.
- 21.8 Gas Flare Muffling. If flaring is used to dispose of Landfill gas, the flares shall be contained in noise and glare-reducing housing. The housing shall be subject to the approval of the Contra Costa Environmental Health and Conservation and Development Departments and the Bay Area Air Quality Management District.

22. VISUAL QUALITY

- 22.1 Visual Quality Objective. The Landfill developer shall construct and operate the facility in such a manner that the high visual value of the surrounding area is maintained.
- 22.2 Landscape Plan. The Landfill developer shall prepare and implement a site Landscaping Plan. The plan shall enhance the site's visual values as open space and its functional values as wildlife habitat. It shall minimize the visual impacts of the landfill operations and appurtenant facilities through revegetation and landscape screening. The plan shall show the plant species, size, and locations to be used to blend in with the existing natural vegetation. Natural, drought tolerant species shall be used, in accordance with State and local water conservation landscaping requirements. A landscape maintenance program shall be part of the plan. A Weed Monitoring and Control Program shall be included, containing a listing of noxious weeds, a monitoring program, and abatement measure options. A Landscape Plan shall be included in the Development and Improvements Plan. The Landscape Plan shall assure no visual impact on the Cities of Concord and Clayton consistent with the Environmental Impact Report.
- 22.3 Toe Berm. The Landfill developer shall install the first phase of the toe berm prior to other landfill construction and development of the Landfill. Other

sections of the toe berm shall be installed in stages (see condition 32.4). The toe berm shall be contoured to blend with existing topography. It shall be designed to screen the landfill access road. It shall be revegetated immediately with native grasses and other vegetation to blend in with the surrounding area.

- 22.4 Mitigation Berms. The Landfill developer shall install landscaped mitigation berms (lift-level peripheral berms) at the face of each lift in areas visible off the Landfill site, before beginning refuse disposal on the lift. The berms shall be landscaped to blend with existing terrain. Specific heights for the initial toe berm and each of its phases shall be established in the Final Development and Improvements Plan (Condition 15.1).
- 22.5 Lawlor Creek Corridor Plan. See Condition 23.3.
- 22.6 Entrance Screening. The Landfill developer shall install landscaping at the entrance of the landfill to screen the entrance facilities from Bailey Road users. Olive trees shall not be included as part of the entrance landscape plan.
- 22.7 Jacqueline Drive Terminus. The north terminus of Jacqueline Drive shall be landscaped, with native species, to shield near-views of the toe berm. Planting of the terminus area shall begin as soon as practicable. The outside access road berm shall be a minimum of 15 feet high to shield transfer truck traffic and noise from nearby residences.
- 22.8 Auxiliary Facilities Screening. The landscaping plan shall provide for the screening of auxiliary areas, such as the administrative buildings, parking lots, maintenance facilities, and screening of facilities shall occur during the first year of development. Enhancement of Lawlor Creek shall occur during the first year, to aid in screening facilities from Bailey Road users.
- 22.9 Architectural Treatment. Plans for buildings and other structures shall include architectural sections showing design and materials to be used. Buildings shall be designed to blend into the rural agricultural setting.
- 22.10 Area of Operations. Except during construction of modules and other major installations, the Landfill operator shall limit unvegetated working areas of the landfill, including the daily working face, to 25 acres for appearance and to control dust and erosion. The restriction shall not apply to grading for foundations, cover, site roads, berms and other construction, providing these are carried out expeditiously.
- 22.11 Interim Revegetation. Interim revegetation shall be required on all areas that will be inactive for more than 90 days. Revegetation shall include native

grasses, shrubs and trees to lend more variety and natural appearance to the finished landfill.

22.12 Water Tank Screening. The Landfill developer shall provide landscaping to screen the facility's water tanks. Where possible, the landscaping shall be installed prior to the installation of the tank. Consideration shall be given to subsurface or partially buried tanks, and to painting the structures with earth-tone colors.

22.13 Final Cover. Final cover shall be contoured and landscaped to blend with existing topography.

22.14 Lighting. The Landfill developer shall design and locate the lighting system to reduce glare and reduce impact to area residents. Focused directional security and operational lighting shall be installed. Operation lighting on the working face shall be turned off by 7:30 p.m. Security and entrance lighting shall be dimmed at 7:30 p.m.

23. AGRICULTURAL AND BIOTIC RESOURCES

23.1 Biotics Protection Objectives.

- a) The Landfill developer shall construct and operate the facility in such a manner that ensures, through protection and enhancement measures, that there is no net loss of significant habitat, wetland, woodland, or agricultural production.
- b) The Landfill developer shall provide at least twice the amount of mitigation wetland for significant wetland lost to the project (2-to-1 mitigation). A minimum of six acres of mitigation wetland shall be provided. Wetland loss shall be mitigated through the enhancement of stock ponds and sedimentation basins, or the creation of new wetlands.

23.2 Range Management Plan. The Landfill operator shall design and develop a Range Management Plan in order to provide for continued grazing on portions of the site. The Special Buffer Area shall remain as Agricultural Preserve, and development rights shall be conveyed to the County. The buffer area and other site rangelands of the Primary Project Area not exempted for habitat protection and not in active landfill use shall be enhanced as grassland/oak woodland, and shall provide grazing for at least 270 head of cattle, approximately the same number of cattle which presently graze on the site. Stock watering ponds shall be enhanced through planting of trees and shrubs. Grazing shall be restricted for a 1 to 2 year period in

order for grasses to get reestablished. It shall provide for adequate grazing range, and for native tree species such as oaks to be planted for animal protection and to replace trees removed during landfill construction, while controlling soil erosion. The plan shall be prepared in consultation with the Contra Costa County Resource Conservation District and the Agricultural Extension Service. It shall be coordinated with the Landscape Plan, the Habitat Preservation Plan, and the Erosion and Sediment Control Plan developed for the landfill facility. It shall be subject to the approval of the County Conservation and Development Department and it shall be included in the Improvements and Development Plan.

23.3 Lawlor Creek Corridor Restoration Plan. Enhancement of this riparian area shall replace habitat lost by the rerouting and covering of a portion of the unnamed drainageway within the waste placement area. This plan shall provide replacement for habitat lost to landfill construction. The Corridor Plan shall also provide screening of the landfill entrance and service facilities from Bailey Road. Livestock fencing shall be constructed around the perimeter of approximately 35 acres to exclude cattle from the riparian and oak woodland areas. Litter shall be removed from the creek and corridor, and fencing shall be established along Bailey Road to prevent unlawful disposal of trash. Riparian species of trees such as Willows, Fremont cottonwood, sycamore and other oak species, California Bay Laurel and shrubs shall be planted. The access road crossing of Lawlor Creek shall be designed and constructed in a manner that would be compatible with the aesthetics of the corridor and habitat enhancement. Installation of horizontal drainage pipes into hillsides may be provided to tap groundwater sources to improve creek flow conditions. A monitoring and maintenance program shall be established to insure wildlife habitat values are protected. Rock dams, overhangs, splash pools and erosion control structures shall be included in the corridor plan design. The detailed restoration plan shall be developed for Lawlor Creek in coordination with the County, the California Department of Fish and Wildlife, U.S. Fish and Wildlife Service, local Audubon and California Native Plant Society representatives and other environmental organizations. A streambed alteration agreement shall be obtained if determined to be necessary by the CDF&G. A wetland modification permit shall be obtained from the Army Corps of Engineers if necessary. Implementation of the Restoration Plan shall take place during the initial development phase of the Landfill.

23.4 Sandstone Outcrop Area. Livestock fencing shall be constructed around the perimeter of the 72-acre sandstone area at the front of the Landfill to exclude cattle and preserve upland habitat area. Landfill personnel and construction operators shall be alerted regarding the protected area. Native trees such as Oak and California Buckeye shall be planted along the perimeter of this area. The adjoining equalization basin and toe berm shall

be constructed to avoid damage to the protected area.

- 23.5 Weed Control Program. The landfill operator shall submit a weed control program to control introduced weedy species on the Landfill property as part of the Range Management Plan. The program is subject to approval by the County Conservation and Development Department. The weed control program shall include a list of noxious weeds, periodic monitoring of these species, and a weed control and removal program.
- 23.6 Phased Construction. The Landfill operator shall construct and operate the Landfill in phases in order to reduce the acute impact to vegetation and wildlife habitat. Mature trees should be removed only as needed, not more than one year in advance of module development. Black walnut and other heritage tree cuttings shall be taken with the direction of a research organization such as the University of California's botanical garden.
- 23.7 Vegetation Protection. The Landfill developer shall employ dust suppression measures to prevent damage from dust loading on vegetation. Periodic watering of vegetation adjacent to the fill working area shall be developed as part of the Range Management Plan.
- 23.8 Wildlife Exclusion and Vector Control. The Landfill operator shall construct fences around the working area of the site, limit the size of the working face, and cover refuse at least daily in order to exclude wildlife and control vectors at the working area of the site.
- 23.9 Supplemental Wildlife Surveys. The Landfill developer shall conduct additional surveys to establish the presence or indicate the absence of the following species at the landfill site.
- a) San Joaquin Pocket Mouse. The survey shall be conducted according to USFWS recommendations. If found, the developer shall follow USFWS guidelines regarding appropriate mitigation procedures.
 - b) The California Tiger Salamander and the Alameda Whipsnake. The salamander study shall take place during the rainy season. If salamanders are found to exist in the unnamed creek, they shall be trapped and released to the Lawlor Creek area. If the Alameda Whipsnake is encountered, then facilities such as the equalization basin, and the access road shall be relocated further from the outcrop area. The outcrop reserve shall be expanded to include the easternmost outcrops. Consideration shall be taken in siting facilities and any activities north of access road. Lighting shall be shielded and shall illuminate only paved areas in this vicinity.

24. BIRD AND VECTOR CONTROL

- 24.1 Bird and Vector Control Objective. The Landfill operator shall manage the facility in such a manner that prevents and controls the attraction and/or generation of birds and vectors at the site.
- 24.2 Soil Cover Frequency. See Condition 20.3.
- 24.3 Working Face. See Condition 17.17
- 24.4 Bird Control. If birds become a problem at the Landfill in the judgement of Contra Costa Environmental Health, the Landfill operator shall institute a contingency bird control program. Such a program may consist of monofilament or wire lines suspended in the air at appropriate intervals over and around the active disposal area. The Landfill operator shall retain a biologist during the initial period of operation to (1) assess the effectiveness of the monofilament line for bird control and (2) assess the effect of the line on avian predator species. If necessary, additional corrective measures shall be taken at that time. Such measures may include a reduction in the size of the working face of the landfill, the use of nets over the working face, or the use of a habitat manipulation and modification program.
- 24.5 Rodent Control. If waste compaction does not eliminate live rodents from the Landfill footprint, or if rodents (other than small numbers of field mice, etc.) occupy facility landscaping or agricultural areas, the operator shall work with the local enforcement agency to identify the reasons for the presence of rodents and make appropriate changes in operational procedures. If an eradication program is necessary, the use of alternative rodent control programs such as sustained live trapping using nonpoisonous baits, and natural biological control shall be considered. Anti-coagulants shall be administered by a pest management professional in a manner which minimizes exposure to avian predators. Class 1 pesticides shall not be used.
- 24.6 Mosquito Control. The Landfill operator shall grade areas within the Landfill property to prevent ponding of water which could harbor mosquitos (except for sedimentation ponds and riparian habitat areas). Sedimentation ponds shall be stocked with mosquito fish unless otherwise specified by the Mosquito & Vector Control District. If a mosquito problem persists, Contra Costa Environmental Health may require the preparation and implementation of additional mosquito control measures, such as spraying of non-toxic larval suppressant.
- 24.7 Fly Control. The Landfill operator shall limit the size of the working face and

shall cover refuse daily in order to prevent fly proliferation. If an eradication program is necessary, the use of a pest-control specialist shall be considered and a plan implemented pursuant to approval by Contra Costa Environmental Health.

25. LITTER CONTROL

- 25.1 Litter Control Objective. The Landfill operator shall manage the facility in a manner which confines litter to the working face of the Landfill, which prevents litter from accumulating another parts of the site, and which prevents litter from being blown off the site.
- 25.2 Load Covering. The Landfill operator shall implement a program requiring landfill users (customers) to securely containerize their load to avoid littering and exclude uncovered loads from arriving at the Landfill consistent with the requirements of Section 418-2.008 of the County Code. The program shall be subject to the approval of the County Department of Conservation and Development and Contra Costa Environmental Health. See also Condition 7.2.
- 25.3 Load Cover Enforcement. If routine enforcement of load cover requirements is not effective, the Landfill operator shall offer to contract with the Sheriff's Department to enforce regulations requiring the covering of trucks and trailers.
- 25.4 Contingency Litter Control. Under windy conditions, the Landfill operator shall cover the refuse with County approved cover materials as often as necessary to control blowing litter. Other options shall be considered as necessary, including the alignment of unloading areas away from the prevailing wind direction, increasing the number of compactors, decreasing the active face size, and reducing the number of vehicles tipping at one time. The Contingency Litter Control measures shall be contained in the Litter Control and Prevention Program that is subject to review and approval of the Department of Conservation and Development and Contra Costa Environmental Health. Contra Costa Environmental Health shall have the authority to enforce this requirement. See Section 20.8.
- 25.5 Portable Litter Fences. The Landfill operator shall install portable fencing near the working face of the Landfill to intercept wind-blown debris.
- 25.6 Permanent Litter Fence. The Landfill operator shall install a permanent fence of wire around the current fill area of the Landfill. The location shall be subject to the approval of Contra Costa Environmental Health.

- 25.7 On-Site Litter Policing. The Landfill operator shall remove litter from the litter fences and planting screens at least once each day. On-site roads, including 500 feet of Bailey Road south of the site entrance, shall be policed at least daily. Contra Costa Environmental Health may require more frequent policing to control the accumulation of litter.
- 25.8 Off-Site Litter Policing. The Landfill operator shall provide weekly (or more frequent) litter clean-up along Bailey Road from Highway 4 to at least 500 feet south of the site entrance. Based on experience, the County Department of Conservation and Development or Contra Costa Environmental Health may modify frequency of clean-up and/or area of coverage. If wind-blown litter from the landfill reaches other properties, the Director of Environmental Health or the Director of Conservation and Development may require the Landfill operator to remove the litter and the Director(s) may require the operator to institute additional measures to prevent recurrence of the problem.
- 25.9 Littering Signs. The Landfill operator shall post signs, as determined necessary by the County Public Works Department, along access roads to the Landfill noting littering and illegal dumping laws. The Landfill operator shall post signs at the Landfill entrance noting the hours when the Landfill is open. The operator should periodically publish these laws and operating hours in mailings to Landfill clientele.
- 25.10 Clean-Up Bond. The Landfill developer shall deposit a surety bond for \$10,000 payable to the County to use for clean-up in the event of emergency or disputed littering or spills.
- 25.11 Public access. Public access to the landfill shall be prohibited unless such access is provided for special events, such as tours, open house functions or wetland field trips for local schools.

26. PUBLIC HEALTH AND SAFETY

- 26.1 Safety Objective. The Landfill operator shall manage the facility in a manner which does not impair the safety of persons living in its vicinity, Landfill users, or Landfill employees.
- 26.2 Emergency Plan. The Landfill operator shall prepare an emergency plan specified by the Solid Waste Facilities Permit and approved by Contra Costa Environmental Health. The emergency plan shall include the following:
- (a) A fire and explosion component.
 - (b) A seismic component.

- (c) A hazardous waste spills and contamination containment component.
 - (d) An evacuation component.
- 26.3 Employee Safety Equipment. The Landfill operator shall provide or require employees to provide safety equipment, such as safety glasses, hard hats, safety shoes, gloves, coveralls, and noise reducers as required by state and federal safety agencies and Contra Costa Environmental Health.
- 26.4 Employee Training. The Landfill operator shall develop and implement training and subsequent refresher training programs covering accident prevention, safety, emergencies and contingencies ("bad-day" scenarios), gas detection, identification of hazardous materials and ground fissures, first aid, and instruction in the use of equipment. The programs shall be subject to the approval of Contra Costa Environmental Health.
- 26.5 First Aid Equipment. The Landfill operator shall provide and maintain supplies located in easily accessible areas. The first aid supplies shall be consistent with the Occupational Safety and Health Administration requirements and subject to the approval of Contra Costa Environmental Health.
- 26.6 Emergency Communications. The Landfill operator shall provide radio phones or telephones for employee use to call for medical and other emergency assistance. Phone numbers to use for outside emergency assistance shall be clearly posted on the Landfill and in other work areas. The communications system shall be subject to the approval of Contra Costa Environmental Health.
- 26.7 Emergency Eye Baths and Showers. The Landfill operator shall provide facilities for emergency eye baths and emergency showers. The facilities shall be subject to the approval of Contra Costa Environmental Health.
- 26.8 Equipment Maintenance. The Landfill operator shall prepare and implement an equipment maintenance program which shall be approved by Contra Costa Environmental Health prior to the commencement of operations. The program shall address transfer vehicles and other refuse-conveying vehicles stored on the site as well as the station's refuse-moving vehicles and mechanical equipment. Vehicles and equipment shall be regularly cleaned to reduce the risk of fires.
- 26.9 Gas Migration Monitoring. The Landfill operator shall prepare and implement a gas migration monitoring program to detect underground gas migration. Landfill buildings and paved areas within 1,000 feet of the Landfill disposal area shall be monitored unless otherwise specified in state regulations. The monitoring program shall be approved by Contra Costa

Environmental Health.

26.10 Refuse Cover. See Condition 20.3.

26.11 Load Inspection. See Condition 7.1.

27. SITE SECURITY

27.1 Security Objective. The Landfill operator shall manage the facility in a manner which prevents unauthorized persons from having access to the working areas of the Landfill both during and after operating hours.

27.2 Security Fencing. The Landfill developer shall install a security fence around the perimeter of the site with lockable gated entrances and exits. The fence shall be located to minimize its visual impacts. It shall be included in the Development and Improvements Plan.

27.3 Security Staffing. The Landfill operator shall staff the Landfill 24 hours per day. Private security services may be retained when the site is not open to patrol and/or aid with investigating after hours odor complaints (see Condition 20.2) as needed.

27.4 Security Lighting. The Landfill developer shall install and operate adequate lights at the entrance area to the Landfill. The lighting shall be provided in a manner which minimizes glare to nearby residents and road users. The security lighting shall be covered in the Development and Improvements Plan.

28. CULTURAL RESOURCES

28.1 Cultural Resource Preservation Objective. The Landfill developer shall construct the facility in such a manner that preserves important archaeological or historic sites.

28.2 Employee Access. Employee access to the buffer area, the Lawlor Creek area, or the sandstone outcrop area shall be limited to duties associated with landfill maintenance. Artifact collection or vandalism in these areas shall be strictly prohibited.

28.3 Archaeology. The Landfill operator shall cease work in the immediate area if buried human remains or archaeological features (e.g., petroglyphs) are uncovered during construction or operation. Work in the immediate area

shall cease until a qualified archaeologist is consulted and approves resumption of work. Should human remains which may be of Native American origin be encountered during the project, the County Coroner's Office shall be contracted pursuant to the procedures set forth in the Health and Safety Code. The County Conservation and Development Department shall also be notified.

29. TRANSPORTATION AND CIRCULATION

- 29.1 Traffic Objective. The Landfill operator shall manage the facility in such a manner that provides safe, efficient transport of solid waste, while minimizing impacts to County residents.
- 29.2 Access Route. Access to the landfill facility shall be via State Highway 4, and Bailey Road unless alternate routes are approved by the County Department of Conservation and Development on an interim basis. No waste-hauling traffic shall be allowed entrance to the landfill from Bailey Road south of the site. The Landfill operator shall specify use of the prescribed route in all user contracts and shall notify non-contract users of the requirement. At the request of the Board of Supervisors, the Landfill Operator shall reimburse the County for the cost of enforcement of this Condition on the access route. The Board of Supervisors may also request the Landfill operator to reimburse the City of Concord for an access control police inspection stop on Bailey Road should it become necessary to enforce this access route condition.
- 29.3 Landfill Access Road. The Landfill developer shall install a paved, two-lane access road between Bailey Road and the edge of the current working lift of the landfill. A facility parking lot, a bridge across Lawlor Creek, a 12-foot turnaround lane, and parking/turn-off lanes shall be provided. the traffic lanes shall be built to a suitable Traffic Index (between 10.0 and 10.5). The roadway shall be constructed of all-weather driving surfaces of not less than 20 feet of unobstructed width, and not less than 13'-6" of vertical clearance, to all landfill areas within the site. The road shall not exceed 20% grade, shall have a minimum centerline turning radius of 30 feet, and must be capable of supporting the imposed loads of fire apparatus (20 tons). The access road shall be operational when the landfill opens. All costs shall be borne by the Landfill developer. The design and specifications of the roadway shall be approved by the County Public Works and Conservation and Development Department in consultation with the applicable Fire Protection District.
- 29.4 Landfill Entrance. The Landfill developer shall construct the Bailey Road entrance to the site in a manner that provides safe access into the landfill.

This improvement shall include the following for proper sight distance and intersection design: a separate left turn lane at least 150 feet in length and an acceleration lane, at least 1200 feet in length, leading north on Bailey Road, away from the site. The landfill developer shall also become responsible for a traffic signal at a later date, if warranted. The County Public Works Department shall approve the design of the entrance and estimate its cost. All costs shall be borne by the Landfill developer.

- 29.5 Bailey Road, Pittsburg city limits to the Landfill Entrance. The Landfill developer shall reconstruct the sections of Bailey Road between the city limits and the landfill entrance. The reconstructed roadway shall provide the sight distance, and roadway geometrics (including shoulder widening) specified by the County Public Works Department for truck use. This shall include two twelve-foot lanes with eight-foot shoulders. These improvements shall be in place prior to commencement of landfill operations. The Landfill developer shall upgrade the pavement capacity to reflect a 20-year life (an estimated Traffic Index of 10.0 - 10.5) along Bailey Road between the Pittsburg city limits and the landfill entrance. The County Public Works Department shall approve the design of the roadway and pavement reconstruction and estimate its cost. All costs shall be borne by the Landfill developer.
- 29.6 Bailey Road Pavement Study. The Landfill developer shall conduct a study of the Bailey Road roadway from the Pittsburg city limits to the Highway 4 interchange to determine the improvements necessary to re-construct the right hand (outside) traffic lanes of the road to a 20-year pavement standard to be an estimated Traffic Index of 10.0 to 10.5. The County Public Works Department, in consultation with the City of Pittsburg, shall estimate the costs of the improvements, estimate the longevity of the existing roadway under increased traffic conditions, and determine a per-ton refuse disposal surcharge adequate to fund the improvements when reconstruction is necessary. The Landfill operator shall impose the surcharge and pay it quarterly into a segregated account established by the County. The design of the improvements, their costs, the surcharge and its disbursement shall be approved by the Board of Supervisors.
- 29.7 Road Maintenance. Subsequent to the funding of the above traffic lane upgrading improvements, the landfill operator shall impose a surcharge for the maintenance of Bailey Road between the Highway 4 interchange and the Landfill intersection. The surcharge shall be estimated by the County Public Works Department in consultation with the City of Pittsburg and shall be based on the landfill's proportionate share of traffic on the road corridor adjusted for vehicle weight and number of axles. The fees shall be paid quarterly into a segregated account established by the County. The design of the improvement, its cost, the surcharge and disbursements from the

segregated account shall be approved by the Board of Supervisors.

- 29.8 Highway 4/Bailey Road Interchange. The Landfill developer shall participate in an improvements district, benefit area, or other cooperative arrangement with the County, the City of Pittsburg, and Caltrans which may be created to improve the Highway 4/Bailey Road Interchange. The developer shall be required to pay an amount for the improvements and maintenance proportionate to the traffic generated by the landfill, adjusted for truck use. If necessary, the developer shall advance the money for the interchange design and improvements. The County Public Works Department shall approve the design of the interchange and estimate its cost. The fees shall be paid quarterly into a segregated account established by the County. The design of the improvements, their costs, the surcharge, and disbursements from the segregated account shall be approved by the Board of Supervisors.
- 29.9 Peak Period Traffic Management. The Landfill operator shall prepare a study, in conjunction with the local transfer station(s) serving the landfill, for managing transfer vehicle traffic to reduce peak period conflicts with traffic on Highway 4. The study shall address the restricted departure periods from the Landfill identified in the Environmental Impact Report (6:30 - 8:30 a.m. and 3:30 - 6:30 p.m.) and shall identify any changes to the conditions of approval needed to implement a peak-period traffic reduction program. The study shall be approved by the County Public Works and Conservation and Development Departments and shall be provided with the Development and Improvements Plan. The Director of Conservation and Development has imposed the peak period traffic restrictions identified in a) and b) below. The Director of Conservation and Development may specify any additional peak period traffic restrictions deemed to be warranted. The Landfill operator shall comply with such restrictions, and shall require compliance in contracts with Landfill users.
- a) The A.M. peak period departure from the landfill shall commence at 7:10 a.m.
 - b) A three minute interval shall be maintained between waste hauling vehicles en route to Highway 4 westbound during the period of 7:10 a.m. and 8:30 a.m.
 - c) Waste hauling vehicles en route to eastbound Highway 4 (the uncongested "reverse commute" direction) may be released without restriction.
- 29.10 Bicycle and Pedestrian Improvements. The Landfill developer shall incorporate into the Transportation and Circulation Plan a bicycle and pedestrian path system along Bailey Road in the vicinity of the landfill.

30. SITE SERVICES AND UTILITIES PLAN

Site Services and Utilities Objective. The Landfill developer shall design, develop and manage the facility in such a manner that services and utilities adequately meet the landfills requirements, while ensuring the protection of site employees, area residents, and the surrounding environment.

30.1 Final Site Services and Utilities Plan. The landfill developer shall prepare and submit a final Site Services and Utilities Plan, and obtain the approval of the County Conservation and Development Department prior to beginning construction. The Site Services and Utilities Plan shall be included in the Development and Improvements Plan. The final Site Services and Utilities Plan shall include:

- a) A water service component. (see Condition 30.2)
- b) A fire protection component. (see Condition 30.5)

30.2 Water Service Component. The Landfill developer shall prepare and implement a Water Service Component, covering available water resources, estimated total water needs and supplies, landfill construction and operation, landscaping, fire protection, employee hygiene, and human consumption water needs, and water supply sources. Potable water shall be provided for hygiene and consumption. Potable water may be trucked onto the Landfill.

30.3 On-site Water Wells. The Landfill operator shall install wells for water supply with a minimum pumping capacity of 1,000 gallons per minute, or must have on-site storage which produces this capacity. The County Conservation and Development Department and Contra Costa Environmental Health shall be furnished pumping test information which shall be submitted with the Development and Improvement Plan.

30.4 Public Water Supply Option. The Landfill operator may substitute water service from a public water supply system for the use of wells, if arrangements can be made with the Contra Costa Water District and, where applicable with the cities of Concord or Pittsburg. The water supply may be potable or non-potable. Annexation to the Contra Costa Water District probably would be required, as well as an approval for annexation from the Local Agency Formation Commission, and would have to be obtained prior to the submission of the Water Service Plan as part of the Final Development and Improvements Plan. The size and placement at the water supply line shall be included in the Water Service Plan and shall be subject to the approval of the Contra Costa Environmental Health and Conservation and Development Departments.

- 30.5 Fire Protection Component. The Landfill operator shall develop and implement a Fire Protection Component meeting the requirements of the applicable Fire Protection District to contain and extinguish fires originating on the landfill property and off-site fires caused by Landfill operations. It shall include training for all employees. The program shall be subject to the approval of Contra Costa Environmental Health.
- 30.6 Fire District Programs. The Landfill developer shall participate in the applicable Fire Protection Districts Benefit Assessment Program and the New Development Fees program.
- 30.7 Construction Timing. Access roads and water supply systems shall be installed and in service prior to any combustible construction and/or related landfill activity. No construction, excavation, or grading work shall be started on this landfill facility until a plan for water supply system has been submitted to and approved by Contra Costa Environmental Health and the County Conservation and Development Department. Water may be transported onto the site during construction activities, but trucked water shall not be used for ongoing landfill activities.
- 30.8 On-Site Water Storage. The Landfill developer shall provide an adequate and reliable water supply for fire protection which shall include on-site storage. The storage tank(s) shall have a useable capacity of not less than 240,000 gallons of water and shall be capable of delivering a continuous flow of 1,000 gallons per minute.
- 30.9 Fire Fighting Water Main. If the Landfill developer exercises the alternative of utilizing public water supply, an above-ground main of sufficient size and quantity shall be provided, which when connected to the respective storage tank, shall be capable of supplying the required portable monitor (see Condition 30.11) with a minimum fire flow of 1,000 GPM delivered to the working face of any open cell in the landfill operation.
- 30.10 Fire Cover. The Landfill operator shall store a supply of soil nearby the working face to be used for fire suppressant. The adequacy of the cover stockpile shall be determined by Contra Costa Environmental Health in cooperation with the applicable Fire Protection District.
- 30.11 Fire Fighting Appliance. The Landfill operator shall provide a minimum of one (1) approved portable master-stream firefighting appliance (monitor) located within fifty (50) feet of each working face of any open cell in the landfill.
- 30.12 Fire Breaks. The Landfill developer shall provide and maintain firebreaks as

follows: a) A minimum 100-foot firebreak around the perimeter of each landfill disposal area, b) A minimum 60-foot firebreak around the perimeter of the entire site and around any buildings or similar structures. The firebreaks shall be placed to minimize any adverse visual effects. Their locations shall be subject to the approval of the applicable Fire Protection District. The firebreaks shall be included in the Development and Improvements Plan.

- 30.13 Fire Extinguishers. The Landfill operator shall provide landfill equipment with fire extinguishers large enough to fight small fires on the equipment or on the landfill. The extinguishers and their distribution shall be subject to the approval of Contra Costa Environmental Health and the applicable Fire Protection District.
- 30.14 Use of Reclaimed Water for Landscaping. The Landfill Developer shall make every effort to use treated waste water from a district sewage treatment plant for landscape maintenance. The Landfill Developer shall report on this matter to the Conservation and Development Department.
- 30.15 Equipment and Cleaning. See Condition 20.24.
- 30.16 Smoldering Loads. The Landfill operator shall check incoming loads and direct vehicles hauling smoking or burning trash to a designated place apart from the current fill area. The loads shall be dumped immediately and the fire extinguished before the waste is incorporated into the fill.
- 30.17 Emergency Equipment Access. The Landfill operator shall designate access points for local fire protection agency access to all parts of the landfill and routes. The access points shall be included in the Development and Improvements Plan and shall be subject to the approval of the applicable Fire Protection District.
- 30.18 Smoking Prohibitions. The Landfill operator shall prohibit smoking on the landfill except in designated areas. In no event shall smoking be allowed near the working face of the landfill and the fuel storage area. Signs shall be clearly posted and enforced.
- 30.19 Toilets. The Landfill operator shall provide portable chemical toilets near the active disposal area for use of workers and drivers. Their placement and maintenance shall be subject to the approval of Contra Costa Environmental Health.
- 30.20 On-site Septic System. Septic systems shall be designed to County Department of Health Service Standards, and State Health and Safety Code requirements. The Landfill developer shall pay for any treatment plant fees.

30.21 Sewer Line. In the event that the Landfill developer elects to connect to a sewer line, the developer shall pay for any capacity studies required, and any resultant equipment and/or facilities.

31. WASTE REDUCTION AND RESOURCE RECOVERY

- 31.1 Waste Reduction and Resource Recovery Objective. The Landfill operator shall manage the facility in such a manner that complies with the State's waste management hierarchy of source reduction, recycling and composting, and environmentally safe transformation and land disposal; and that is consistent with the Countywide Integrated Waste Management Plan.
- 31.2 1990-1995 Resource Recovery Program. The Landfill Operator shall participate with the transfer station(s) operators(s), route collection companies and direct haulers in designing and implementing a resource recovery and recycling program for the service area which is consistent with the goal of diverting 25 percent of all solid waste generated in the County from landfill facilities by January 1, 1995.
- 31.3 1996-2000 Resource Recovery Program. Prior to 1995, the Landfill operator shall prepare and submit for review and approval by the County Conservation and Development Department a resource recovery and recycling program for the service area covering the period from 1996-2000. This shall be consistent with the Countywide Integrated Waste Management Plan's goal of diverting a total of 50 percent of all solid waste generated in the County from landfill facilities by January 1, 2000.
- 31.4 Materials Recovery. The Landfill operator shall prepare and implement a Material Recovery Program for recovering recyclable materials (e.g. construction and demolition debris) from refuse loads brought directly to the landfill. The Program shall describe in detail all existing and proposed on-site recovery activities and the associated percent of waste diversion for each, including materials diverted for use as cover, on-site beneficial reuse as well as transported off-site (e.g. biomass facilities). The Program shall include proposed on-site recovery activities intended to handle source separated loads and comingled loads to be sorted on-site to increase diversion, if applicable. The Program shall be consistent with the Countywide Integrated Waste Management Plan. The landfill operator shall record and report the weight of all material(s) recovered through the Material Recovery Program. Each type of recovered material being diverted must be weighed for reporting purposes. Materials accepted for beneficial reuse or ADC, which are subsequently deemed unsuitable and must therefore be disposed of, shall be weighted and reclassified for the purposes of reporting and fee

calculation. Incoming quantities required to be tracked and reported by waste type and jurisdiction of origin, pursuant to Conditions 8.7 and 10.3 must accurately differentiate between the tons disposed, beneficially used on-site or sent off-site. Quarterly disposal reports must also accurately reflect the destination and tonnage of each type of recovered material sent off-site, if applicable. The Program shall be subject to the approval of the County Department of Conservation and Development.

- 31.5 Composting Project. The Landfill operator shall develop and implement a program for composting organic material. The program may occur at the landfill site, off-site or in coordination with third party(ies), and shall be approved by Contra Costa Environmental Health and the Department of Conservation and Development. The compost shall be used for landfill landscaping, cover material or other approved on-site uses; alternatively, compost can be made available or sold off-site. The purpose of the composting program shall be to implement a cost effective and feasible means of providing adequate local organics diversion capacity through large-scale composting. The composting operations shall be subject to regulatory and permitting requirements enforced by Contra Costa Environmental Health, the Air District and the Water Board. No later than January 1, 2016, the Landfill operator shall submit substantiation that they have applied for the required regulatory approvals (permits) processes necessary to conduct large-scale composting or demonstrate that arrangements are underway to implement an equivalent off-site program. The Landfill operator shall make all feasible efforts to assist the County in ensuring that there will be adequate composting capacity available to readily divert the organics waste stream generated in Contra Costa County which is currently used as Alternative Daily Cover (ADC) prior to the sunset of the ADC diversion credit on January 1, 2020.
- 31.6 Wood Chipping. The Landfill operator shall establish a program to encourage landscape services and construction/demolition debris haulers to segregate wood material for chipping and diversion from landfill disposal. The program may occur off-site, however unless and until there is on-site recovery (waste diversion as defined in the Integrated Waste Management Act) the Landfill operator shall direct these customers to deliver loads of landscaping and construction/demolition debris to facility(ies) that recover and chip wood material. The program shall be submitted for review and approval by the County Department of Conservation and Development and implemented on an ongoing basis following approval.
- 31.7 Methane Recovery. The Landfill operator shall explore the use of methane in landfill gas collected for air pollution reduction as a fuel commodity. The operator shall report findings to the Conservation and Development

Department at the time of the landfill's periodic reviews. If there is an economic use found for recovered methane, and if the County subsequently includes the use in its Integrated Waste Management Plan, the Landfill operator shall implement a methane recovery program.

31.8 Equipment Maintenance. The Landfill operator shall maintain motorized landfill equipment to assure maximum fuel efficiency.

31.9 County Resource Recovery Management Program.

a) When directed by the County, the Landfill operator shall impose a tonnage surcharge adequate to support a County Resource Recovery Management Program. The cost of the program to be supported by the surcharge shall not exceed \$100,000 at 1987 levels. If other solid waste disposal facilities are subject to this or a similar condition, the County may pro-rate the cost of the program among them according to a formula approved by the Board of Supervisors.

b) As provided for in Condition 2.3, where there is an inconsistency between this condition and the terms of the Landfill Franchise Agreement which effectively suspended the collection of this Resource Recovery Management Program Fee, the terms of the Landfill Franchise Agreement shall supersede Condition 31.9 (a) until such inconsistency no longer exists pursuant to Condition 2.3(d).

31.10 Fund Recovery. The Landfill owner may recover funds provided to the County in advance of the opening of the Landfill through subsequent rate adjustments or surcharges approved by the County. The County may pro-rate the cost of the program among other waste disposal facilities it approves which are subject to similar conditions.

32. CONSTRUCTION ACTIVITIES AND CONDITIONS

32.1 Hours of Construction. The Landfill developer shall restrict outdoor construction activities to the period from 8:00 a.m. to 6:00 p.m. Monday through Saturday.

32.2 Exemption. The Landfill developer may request, in writing, and the Director of Conservation and Development may grant, exemptions to Condition 32.1 for specific times for cause. An example is the placing of concrete.

32.3 Access Roads. Before commencing landfilling operations, the Landfill developer shall install and pave the site access road from Bailey Road to the Phase I excavation area (see Initial Facilities Site Plan drawing of the Initial

Development and Improvements Plan, Condition 16.1). This installation shall include the new bridge over Lawlor Creek and the turnaround lane. An area which can be used by the California Highway Patrol for vehicle inspection/weighing shall also be constructed.

- 32.4 Phasing Plan. The Landfill developer shall design a Phasing Plan setting forth a schedule of construction activities and projects, with detailed information provided on sensitive installations such as the landfill liner and the leachate collection and gas management systems. Sensitive installation projects shall be subject to inspection by the Geotechnical Inspector (Condition 23.6). The necessary installations of the Surface Drainage System (Condition 18.2) and Soil Erosion and Control Plan (Condition 18.4) shall be in place before major excavations commence in order to ensure controlled surface water runoff. Sediment in the sedimentation pond shall be monitored to control quality of runoff. Construction activities shall be timed to coincide with the dry season and low surface water flows.
- 32.5 Unstable areas. Areas determined to be unstable by the Stability Analysis performed for the landfill (condition 18.4) shall be excavated or retaining walls installed under the supervision of a Certified Engineering Geologist or a Registered Geotechnical Engineer.
- 32.6 Dust Suppression. The developer shall sprinkle or chemically treat graded areas, borrow sites, stock piles, and temporary pavements to control dust, as determined necessary by Contra Costa Environmental Health and the Bay Area Air Quality Management District.

33. CLOSURE AND POSTCLOSURE MAINTENANCE

- 33.1 Submittal of Plan. The Landfill operator shall submit to the San Francisco Regional Water Quality Control Board, the California Department of Resources Recycling and Recovery, and Contra Costa Environmental Health a plan for the closure and the postclosure maintenance of the landfill as required by State law, but no later than upon application for a Solid Waste Facilities Permit. A copy of the closure and postclosure maintenance plan shall be submitted to the County Conservation and Development Department.
- 33.2 Funding of Closure and Postclosure Maintenance Plan. The Landfill operator shall submit to the Board of Supervisors or California Department of Resources Recycling and Recovery (CalRecycle) evidence of financial ability to provide for the cost of closure and postclosure maintenance in an

amount not less than the estimated cost of closure and 15 years of postclosure maintenance as contained in the submitted closure and postclosure maintenance plan unless otherwise required by the State. Evidence of financial ability shall be in the form of a trust fund approved by the Board of Supervisors in which funds will be deposited on an annual basis in amounts sufficient to meet closure and postclosure costs when needed unless an equivalent financial arrangement is identified as acceptable to the Board of Supervisors. The Board of Supervisors determined that the State required financial guarantees approved and periodically reviewed by CalRecycle are equivalent and therefore adequate to satisfy this condition. The Landfill operator shall maintain a trust fund balance that equals or exceeds the requirements of state law or regulation notwithstanding, however, the trust fund balance shall be at least equal to the then current closure and postclosure cost estimate at such time the landfill has reached one-half of its permitted capacity. The Trust Fund balance requirement shall be appropriately adjusted if the landfill is closed in stages under Condition 33.4.

- 33.3 Revision to Plan and Cost Estimates. Should State law or regulation regarding the closure and postclosures maintenance plan or funding of the plan change at any time, the owner of the landfill shall submit any required changes to the closure and postclosure maintenance plan and/or evidence of financial ability to the Board at the same time as submittal to the applicable state or regional agency.
- 33.4 Staged Closure of the Landfill. The landfill owner or operator shall close the landfill in stages if compatible with the filling sequence and the overall closure plan.
- 33.5 Use of Landfill Following Closure. After active landfill operations have ceased, the site shall be utilized for grazing purposes. The Board may require the owner of the landfill to deed all development rights for the landfill site to the County to ensure fulfillment of this condition.
- 33.6 Postclosure Maintenance. The Landfill operator shall institute a postclosure maintenance program to ensure that containment and monitoring facilities retain their integrity. If damaged areas are found, the operator shall notify the County and take remedial actions to prevent odor and landfill gas problems.

34. ABANDONED VEHICLE STORAGE

- 34.1 Storage Requirement. The Landfill operator shall provide a minimum 10-acre area on the landfill site for the storage of abandoned vehicles awaiting

salvaging, if required by the Board of Supervisors. The storage site operator shall accept only vehicles directed to the site by a law enforcement agency operating in Contra Costa County, which shall be responsible for the vehicle until its title is conveyed to a salvager. The site would provide storage only; operations of disposing, salvaging, and security of abandoned vehicles shall not be the responsibility of the operator. The site may be subject to further planning and development approvals, and would be subject to the California Environmental Quality Act. The storage of abandoned vehicles shall be subject to conditions set by Contra Costa Environmental Health, and may be subject to the approvals of regulatory agencies having jurisdiction.

- 34.2 Off-site Storage Option. The Landfill operator may establish the abandoned vehicle storage area at another location, which shall be subject to the approval of the County Conservation and Development Department.

35. SPECIAL CONDITIONS OF APPROVAL

35.1 Transportation System Impact Fee. The Landfill operator shall pay to the County of Contra Costa a Transportation Impact Fee of \$2.00 per ton of waste received at the Landfill to mitigate the general impacts of the Landfill-generated traffic on the County's road system. The operator shall deposit the fee monies quarterly in a segregated account established by the County. The fee shall be considered to be a pass-through business cost for the purposes of rate setting. The fee shall be adjusted annually to reflect the current Consumer Price Index.



The Board of Supervisors approved Amendment 1 to Land Use Permit 2020-89 on November 1, 1994 which stayed the operation of Conditions 35.1 and 35.2 as long as the new Condition 35.8 remains in full force and operation.

- 35.2 Open Space and Agricultural Preservation Fee. The Landfill operator shall pay to the County of Contra Costa an Open Space and Agricultural Preservation Fee of \$2.00 per ton on solid wastes received at the Landfill to mitigate the general impacts of the Landfill on open space, existing and proposed recreational facilities, and agriculture. The operator shall deposit the fee monies quarterly in a segregated account established by the County. The fee shall be considered to be a pass-through business cost for the purposes of rate setting. The fee shall be adjusted annually to reflect the current Consumer Price Index.



The Board of Supervisors approved Amendment 1 to Land Use Permit 2020-89 on November 1, 1994 which stayed the operation of Conditions 35.1 and 35.2 as long as the new Condition 35.8 remains in full force and operation.

- 35.3 Property Value Compensation Program. The Landfill operator shall provide funding for the preparation of a property value compensation program study when requested by the County of Contra Costa. The study will address the

means of determining the extent of property value losses or reductions attributable to Landfill impacts, such as aesthetics, noise, traffic, or pollution, and the means of compensating property owners for said losses or reductions. When a compensation program is adopted by the Board of Supervisors, the Landfill developer shall fund it in the manner specified by the Board. If the Board of Supervisors determines that progress on the implementation of a compensation program is not proceeding in a timely manner, the Board may require the use of a facilitator and/or an arbitrator. The fee shall be considered to be a pass-through business cost for the purposes of rate setting.

35.4 Resource Recovery Program Fee.

- a) The Landfill developer or operator shall pay to the County of Contra Costa a resource recovery program fee of \$200,000 annually, beginning July 1, 1990. The developer or operator shall deposit the monies in a segregated account established by the County. The extent of the fee shall be subject to reconsideration when a franchise or agreement is established for the Landfill. The resource recovery program fee from its inception shall be a pass-through business cost for the purpose of rate setting. The fee shall be adjusted annually to reflect the current Consumer Price Index.
- b) As provided for under Condition 2.3, where there is an inconsistency between this condition and the terms of the Landfill Franchise Agreement which effectively suspended this Resource Recovery Program Fee, the terms of the Landfill Franchise Agreement shall supersede Condition 35.4 (a) until such inconsistency no longer exists pursuant to Condition 2.3(d).

35.5 Violation of Prescribed Haul Route. Upon receiving a written determination from the County that a user of the Landfill has violated Condition 29.2 by using a prohibited access route, the Landfill operator shall impose on that user the sanction that is directed by the County. Such sanction may include a surcharge on the tipping fee, prohibition against accepting waste from that user for a designated period of time, revocation of County refuse-hauling license, or other sanction directed by the County. A system for reporting alleged violation and for monitoring enforcement data shall be established by the County and implemented by the Landfill operator.

35.6 Direct Property Acquisition Study. The Landfill operator shall study the appropriateness of direct acquisition of properties immediately adjacent to the project, and shall fund any acquisition program ordered by the Board of Supervisors. The study shall be consistent with the Environmental Impact Report and shall be completed prior to the issuance of a franchise agreement.

35.7 Adjoining Sites. This permit authorizes the use of the Keller Canyon Landfill site only for its specified waste disposal uses as set forth in these Conditions of Approval, and for no other uses. In particular, during the effective and operative periods of this Permit, the Keller Canyon site covered by this Permit shall not be used to provide access to, or to accommodate in any way the use of, any adjoining property for landfill purposes, unless the County has approved the use of such adjoining property for landfill purposes.

☆ 35.8 Mitigation Fee. The Landfill operator shall pay to the County of Contra Costa a fee, the amount of which may be set by the Board of Supervisors by a Board Order from time to time, which amount shall not be less than \$3.00 per ton and shall not be more than \$4.00 per ton, on solid waste received at the Landfill. The fee shall be used as directed by the Board in its sole discretion: 1) to mitigate general impacts of the Landfill-generated traffic on the County's road system, 2) to mitigate the general impacts of the Landfill on open space, existing and proposed recreational facilities, and agriculture, or 3) to mitigate any general impacts of the Landfill upon the surrounding community.

Conditions 35.1 and 35.2 of Land Use Permit 2020-89 are hereby stayed in their operation as long as Condition 35.8 remains in full force and operation. Should Condition 35.8 (or any portion of it) for any reason be set aside or stayed in its operation, then Conditions 35.1 and 35.2 shall be in full force and operation.

☆ *Condition 35.8 was added when Amendment 1 to Land Use Permit 2020-89 was approved. The Board of Supervisors approved Amendment 1 on November 1, 1994 which stayed the operation of Conditions 35.1 and 35.2 as long as the new Condition 35.8 remains in full force and operation.*

36. LANDFILL GAS POWER PLANT

36.1 Power Plant Design. The design of the Landfill Gas Power Plant project as approved is generally shown on the plans submitted to the Conservation and Development Department on October 16, 2001.

36.2 Ultimate Responsibility. These conditions of approval identify the Landfill Gas Power Plant operator as the party primarily responsible for implementing conditions involving the design, construction, improvements, maintenance and management of the power plant. However, ultimate responsibility for compliance with these conditions lies with the owner of the landfill.

- 36.3 Keller Canyon Landfill Land Use Permit. The construction and operation of the Landfill Gas Power Plant is also subject to all other conditions in Land Use Permit 2020-89 for the Keller Canyon Landfill, as appropriate.
- 36.4 Violation/Revocation. The Landfill Gas Power Plant owner and operator shall at all times comply with the provisions and requirements of these Conditions of Approval. A repeated violation of any of these Conditions as a result of the construction or operation of the Power Plant is cause for revocation of the Land Use Permit for the power plant.
- 36.5 System Safety. Risk of fire (from gas, oil, or electrical sources) shall be controlled through the use of flame sensors, ultraviolet (UV) radiation and methane detectors, and fire extinguishers. These components shall be installed at a minimum, in the power modules, exhaust and cooling packages, and other locations as required by Code.
- 36.6 Equipment and System Monitoring. Instrumentation shall be provided for all power plant equipment and systems which provide for a fully automated monitoring and warning system. This will include an automated switch to combustion flare if necessary. Additionally, routine monitoring of the gas extraction system and power plant facility shall be performed during normal business hours by at least one on-site operator.
- 36.7 Engines. Power plant facilities shall use lean burn internal combustion engines to meet BAAQMD regulations for oxides of nitrogen (NO_x), carbon monoxide (CO) and volatile organic compounds (VOC).
- 36.8 Hazardous Materials. Landfill Gas Power Plant operator shall prepare and submit a Hazardous Materials Business Plan for the Power Plant in compliance with requirements of the Hazardous Materials Division of Contra Costa County's Health Services Department.
- 36.9 Emergency Response. Landfill Gas Power Plant operator shall submit a facility specific Emergency Response Plan and then implement and update as needed, said Plan.
- 36.10 Notification of Plant Upset or Accidental Release. Landfill Gas Power Plant operator shall notify the Conservation and Development Department immediately of any plant upset or accidental leakage or release of landfill gas. A written report of the cause of any plant upset and the corrective measures taken by the facility operator, shall be provided to the Conservation and Development Department within 72 hours after resolving an emergency.

- 36.11 Stormwater Pollution Prevention Plan (SWPPP). Landfill Gas Power Plant operator shall implement the Keller Canyon SWPPP (prepared in 1996 and as may be amended from time to time), for water resources protection measures in case of spill of coolant, oil, or other lubricant.
- 36.12 Facility Design. Power Plant facilities shall be painted Bronze Olive or other suitable color as approved by the Conservation and Development Department. Power Plant operator shall install a perimeter security fence to enclose the power plant.
- 36.13 Power Plant Landscape Plan. A Landscape Plan for the Power Plant site shall be submitted subject to the approval of the Conservation and Development Department. The location and types of landscaping proposed along the security fence shall be specified.
- 36.14 Construction. Upon completion of construction, all construction materials, including packaging materials, worker facilities, and debris will be removed from the site. Additionally during construction all excess materials shall be removed periodically, as needed.
- 36.15 Material Recycling. Whenever feasible, all oils, lubricants, and coolant shall be recycled rather than disposed. Prior to issuance of a building permit, the applicant shall submit a Debris Recovery Plan. Upon completion of construction, the applicant shall submit a Debris Recovery Report.
- 36.16 Implementation & Compliance Monitoring. The operator shall provide payment for costs associated with the Conservation and Development Department's monitoring of implementation and compliance with these Conditions of Approval.
- 36.17 Surcharge. A surcharge, if established by the County Board of Supervisors, shall be paid to the County, by the operator, related to the sale of landfill gas or the sale of electricity produced by burning said gas.

History of Revisions

7/24/1990 – Original Approval

11/1/1994 – Amendment 1 (added COA 35.8)

6/25/2003 – Amendment 2 (added Section 36 "Landfill Gas Power Plant" – LP012115)

12/16/2014 – Permit Review Modification (modified conditions 20.3, 25.4, and 31.5)

9/22/2015 – Permit Review Modification (modified multiple COAs and added COAs 2.3, 8.5, 8.6, 8.7, and 8.8)

M:\Keller\LUP COAs\KCL-LUPCOA_Modification 9-22-2015.docx

EXHIBIT B



JUNE 13, 2017
PROJECT 623.01.01

MR. LOCHLIN CAFFEY
KELLER CANYON LANDFILL COMPANY
901 BAILEY ROAD
PITTSBURG, CALIFORNIA 94565

**RE: SECOND QUARTER 2017 NOISE MONITORING RESULTS, KELLER CANYON
LANDFILL**

Dear Mr. Caffey:

The results of the second quarter 2017 noise monitoring program at the Keller Canyon Landfill in Contra Costa County, California are presented in this report. Field Solutions, Inc. conducted the noise monitoring following the work scope described in our January 24, 2017 proposal FS201702.

BACKGROUND

The Keller Canyon Landfill, located at 901 Bailey Road in Pittsburg, is operated by the Keller Canyon Landfill Company (KCLC). The Landfill is located in a north-south trending canyon in unincorporated Contra Costa County. The vehicular traffic on Highway 4 and local streets (Bailey Road, West Leland, etc.) is the major contributor to the noise environment in the area. Other noise sources include those produced by animal and human activity and aircraft flyovers. The nearest major noise receptor is the residential area to the north and northwest of the site.

Land Use Permit 2020-90 was issued to KCLC on July 24, 1990 by Contra Costa County. Condition of Approval (COA) 21.2 required the development of a noise monitoring program to evaluate landfill operations. Noise criteria, which limit the cumulative hourly average noise levels to 50 A-weighted decibels (dBA) between 7:00 p.m. and 8:00 a.m. and 60 dBA from 8:00 a.m. to 7:00 p.m. on weekdays, were included in the COA. On weekends, the cumulative noise levels are limited to 50 dBA from 7:00 p.m. to 7:00 a.m. and 60 dBA from 7:00 a.m. to 7:00 p.m. In addition, landfill-related trucks are subject to departure restrictions between the hours of 3:30 p.m. to 6:30 p.m. and 7:30 p.m. to 7:10 a.m. during weekdays. On weekends, truck traffic is restricted between the hours of 7:00 p.m. to 7:10 a.m. The landfill is open from 7:00 a.m. to 3:00 p.m. Monday through Saturday and closed on Sundays.

The COA specified noise monitoring at three general locations around the landfill. KCLC developed a noise monitoring program in February 1992 to address the COA requirements. For 2017, monitoring at the three required locations will be performed once every three months over

a 48-hour period beginning at midnight on Friday and ending at midnight on Sunday. Monitoring program procedures and results for second quarter 2017 are presented below.

FIELD PROCEDURES

Noise measurements were collected over two consecutive days (Friday to Saturday) on June 2 and 3, 2017. Monitoring locations are described below.

- Location 1 - The Oak Hills Apartments about 65 feet from the center of Bailey Road. The sound level meter was placed on the steel fence about 20 feet from the end of the masonry wall. The microphone was placed about 6 feet above ground surface.
- Location 2 - The northern property line of the landfill. An old wind turbine, which was previously used to mark the sampling location, has been removed from the area. The meter was therefore placed on the steel fenceline about 5 feet above ground surface in a creek bed along the northwestern edge of the Landfill property.
- Location 3 – Previous location was at the end of Jacqueline Drive approximately 85 feet south of lamppost #2941. The locked meter housing was vandalized and the meter stolen during the October 2008 and November 2014 monitoring periods. A replacement monitoring location approximately 1,000 feet north of the previous Jacqueline Drive station was selected. The replacement location is inside the landfill's perimeter chain link and barb wire fencing near the discharge point into the sedimentation basin. This location is referred to as the sedimentation basin monitoring location.

Noise data were collected using Larson Davis LDL 720 integrating sound level meters. The meters used meet the ANSI and IEC type 2 requirements described in KCLC's noise monitoring program for sound level accuracy. The 3-decibel exchange rate and A-weighting setting of the meters were used. A-weighting is the accepted standard weighting system for determining total noise levels because it correlates well with the response of the human ear. The meters were placed in locked enclosures while they were being operated to preclude tampering. Microphones were extended from the locked enclosures during operation. Five-inch diameter wind screens were placed over the microphones to minimize air turbulence and positive measurement bias. The meters were calibrated before and after sampling to ensure accuracy.

RESULTS

Second quarter 2017 noise monitoring program results are presented in Table 1. The table summarizes the noise criteria included in the COA and the measured continuous equivalent energy level (Leq) for each hour of monitoring. The sound level meters recorded the Leq data versus time by direct readout. The Leq is the value of a steady-state sound which has the same A-weighted sound energy as that contained in the time-varying sound. The Leq represents the decibel level of the time-averaged value of sound energy or sound pressure squared. The shaded areas on the table indicate hours when landfill truck traffic is restricted. Overall, the data

Mr. Lochlin Caffey
Keller Canyon Landfill Company
June 13, 2017
Page 3

collected indicate that landfill operations did not significantly increase the ambient noise levels at the measurement locations during second quarter 2017. The major contributor to the ambient noise levels in the general area appears to be the vehicular traffic on Highway 4 and the local streets around the landfill. Residential activities in the areas where monitoring is conducted also appear to be contributing to ambient noise levels. Monitoring results are discussed below.

The measurements collected during second quarter 2017 indicate that the noise criteria included in the COA are exceeded throughout the day and night at the Oak Hills Apartment/Bailey Road monitoring location. The data reported this quarter for the Oak Hills Apartment/ Bailey Road location are generally consistent with previous monitoring results. Traffic on Bailey Road appears to be the primary source of the noise measured at this location. The highest results at this location are generally recorded during the early morning and evening commute hours when landfill truck traffic is restricted.

There were two exceedences of the noise criteria included in the COA at the sedimentation basin and two exceedences at the north property line monitoring location this quarter during the hours that landfill truck traffic is restricted. The exceedences at these locations occurred during the hour beginning at 7:00 a.m. on both June 2 and June 3, 2017. These exceedences appear to be related to morning activities in the nearby residential areas. Noise from gas plant operations may also be impacting the sedimentation basin location especially during the evening and early morning hours. There were also several exceedences recorded at both the sedimentation basin and north property line monitoring locations this quarter during the evening and early morning hours when the landfill is closed. These exceedences appear to be related to daily activities in the nearby residential areas or are occurring as a result of wind bias.

Thank you for the opportunity to provide the requested services on this project. Please call if you have any questions.

Sincerely,

FIELD SOLUTIONS, INC.



Patrick Lacey, CIH
Field Services Manager

Attachments: Table 1 – June 2 and 3, 2017 Noise Monitoring Results

Table 1
June 2 and 3, 2017 Noise Monitoring Results
Keller Canyon Landfill Company
Second Quarter 2017 Data

Leq ² Limit	Oak Hills/Bailey Road						Sedimentation Basin						North Property Line					
	June 2, 2017			June 3, 2017			June 2, 2017			June 3, 2017			June 2, 2017			June 3, 2017		
	Leq	Exceedance		Leq	Exceedance		Leq	Exceedance		Leq	Exceedance		Leq	Exceedance		Leq	Exceedance	
12:00 mdnt	59.1	9.1	62.0	12.0	0.2	50.2	0.2	56.9	6.9	45.0	-5.0	49.4	-0.6					
1:00 a.m.	56.1	6.1	59.8	9.8	-5.2	44.8	-5.2	54.0	4.0	45.7	-4.3	50.6	0.6					
2:00 a.m.	58.8	8.8	60.6	10.6	-3.1	46.9	-3.1	50.9	0.9	50.3	0.3	51.6	1.6					
3:00 a.m.	58.4	8.4	59.4	9.4	-5.5	44.5	-5.5	51.5	1.5	50.0	0.0	49.4	-0.6					
4:00 a.m.	59.3	9.3	59.5	9.5	-1.2	48.8	-1.2	52.9	2.9	49.2	-0.8	50.1	0.1					
5:00 a.m.	63.8	13.8	61.6	11.6	0.3	50.3	0.3	53.0	3.0	48.7	-1.3	50.2	0.2					
6:00 a.m.	68.6	18.6	64.9	14.9	0.7	50.7	0.7	52.2	2.2	49.4	-0.6	50.5	0.5					
7:00 a.m.	70.3	20.3	67.0	17.0	1.7	51.7	1.7	53.2	3.2	50.7	0.7	51.8	1.8					
8:00 a.m.	69.3	9.3	68.0	8.0	-8.7	51.3	-8.7	53.9	-6.1	50.2	-9.8	52.8	-7.2					
9:00 a.m.	68.4	8.4	68.7	8.7	-9.8	50.2	-9.8	52.4	-7.6	48.0	-12.0	51.2	-8.8					
10:00 a.m.	68.1	8.1	68.5	8.5	-11.8	48.2	-11.8	52.2	-7.8	45.9	-14.1	46.2	-13.8					
11:00 a.m.	68.3	8.3	68.3	8.3	-12.3	47.7	-12.3	52.4	-7.6	44.1	-15.9	45.0	-15.0					
12:00 noon	69.1	9.1	68.4	8.4	-11.4	48.6	-11.4	52.7	-7.3	45.0	-15.0	45.0	-15.0					
1:00 p.m.	68.8	8.8	66.7	6.7	-10.6	49.4	-10.6	52.3	-7.7	45.8	-14.2	45.4	-14.6					
2:00 p.m.	68.3	8.3	66.5	6.5	-9.9	50.1	-9.9	52.3	-7.7	45.5	-14.5	45.5	-14.5					
3:00 p.m.	67.6	7.6	66.7	6.7	-10.2	49.8	-10.2	56.3	-3.7	44.5	-15.5	46.4	-13.6					
4:00 p.m.	67.7	7.7	66.4	6.4	-8.6	51.4	-8.6	53.0	-7.0	45.9	-14.1	45.2	-14.8					
5:00 p.m.	68.1	8.1	66.6	6.6	-8.0	52.0	-8.0	50.1	-9.9	46.3	-13.7	45.4	-14.6					
6:00 p.m.	67.3	7.3	65.8	5.8	-7.6	52.4	-7.6	51.0	-9.0	46.3	-13.7	45.6	-14.4					
7:00 p.m.	66.4	16.4	66.0	16.0	1.8	51.8	1.8	51.4	1.4	45.9	-4.1	46.5	-3.5					
8:00 p.m.	65.7	15.7	65.0	15.0	2.5	52.5	2.5	57.0	7.0	47.9	-2.1	50.9	0.9					
9:00 p.m.	65.2	15.2	66.6	16.6	5.7	55.7	5.7	53.7	3.7	48.5	-1.5	51.3	1.3					
10:00 p.m.	64.7	14.7	64.2	14.2	5.1	55.1	5.1	53.7	3.7	47.4	-2.6	50.6	0.6					
11:00 p.m.	63.4	13.4	62.7	12.7	1.1	51.1	1.1	52.6	2.6	47.0	-3.0	50.9	0.9					

Notes

1. Shaded areas on the table indicate truck-restricted hours. Trucks accessing the Keller Canyon Landfill are subject to departure restrictions between the hours of 3:30 to 6:30 p.m. and 7:30 p.m. to 7:10 a.m. on weekdays. Truck traffic is restricted between 7:00 p.m. and 7:10 a.m. on weekends.
2. Leq = A-weighted equivalent sound level (in decibels). The equivalent sound levels listed are the single values of a sound level for a one-hour interval, which includes all of the time-varying sound energy in the one-hour measurement period.

EXHIBIT C

Lisa Della Rocca

209 Havenwood Circle • Pittsburg, CA 94565-7363 • Phone: • 925.698.1551

CONTRA COSTA
COUNTY

Date: October 25, 2017

2017 OCT 25 A 11: 29

Contra Costa County Planning Commission
30 Muir Road
Martinez, California 94553

DEPARTMENT OF
CONSERVATION
AND DEVELOPMENT

Re: Agenda Item: 7a: Keller Canyon Landfill Land Use Permit Review

Dear Members of the Contra Costa County Planning Commission:

I am a resident of the City of Pittsburg and I use Bailey Road, the main thoroughfare for accessing KCL, as part of my daily commute. I also frequent the Safeway shopping center at the intersection of Bailey Road and Leland, which, until recently, had a growing seagull problem associated with KCL.

Please accept the following comments with regard to the Staff Report prepared by the Contra Costa County ("County") Department of Conservation and Development ("DCD") for Agenda Item 7a regarding Keller Canyon Landfill ("KCL") Land Use Permit ("LUP") Review for the meeting of the Contra Costa County Planning Commission (the "Commission") scheduled for October 25, 2017 ("Staff Report").

I would first like to say that I don't object to the Commission's approval of KCL's current permit review. However, I want to share my experience and observations about the facility, as a Pittsburg resident, with the Commission. Although the Staff Report describes the operation of KCL as in compliance with its permit requirements there are a number of concerns regarding KCL's operation, which should be considered moving forward.

Bearing in mind, unless you or the Contra Costa County Board of Supervisors ("Board") directs otherwise, that the next permit review for KCL is not expected to occur for another three years, it is important that County set up KCL's operation so that it can be successful, minimize its environmental impacts, and contribute to the achievement of County waste management objectives. With that in mind, issues that should be discussed and address by County include, but are not necessarily limited to, the following:

Restrictions on KCL's acceptance of directly haul waste loads, per Conditions 8.5-8.8 of KCL's LUP, have benefited the surrounding community and should not be undermined

As the Commission is aware, on September 22, 2015 the Board approved a set of conditions to KCL's LUP limiting the direct haul of materials that would be potentially recovered if first delivered to a transfer station (Conditions 8.5-8.8) ("Direct Haul Conditions").

On March 22, 2017, the Direct Haul Conditions took effect and KCL has been in compliance ever since, according to the Staff Report. Since that time, residents of the City of Pittsburg, including me, have noticed that the odor from the landfill considerably diminished and/or abruptly ceased. Similarly, the vast numbers of seagulls in and around the Keller Canyon area, including the aforementioned Safeway shopping center, essentially ceased since compliance with the Direct Haul Conditions.

The Staff Report notes that no odor complaints were received during the period of May 1, 2017 through August 30, 2017. In addition, facility inspection reports, prepared by Contra Costa County Environmental Health Local Enforcement Agency ("LEA"), from March through August of 2017 indicate that odor complaints regarding KCL started to decline in March of 2017 and stopped altogether in about May of 2017. These reports show that there have been approximately 4 months with no odor complaints received by LEA regarding KCL, with the initial decrease in odors occurring in March of 2017 (the month that the Direct Haul Conditions took effect).

From my, and my neighbors', perspective, the Direct Haul Conditions have had a positive impact on our quality of life. Our concern going forward is that future developments in facility operations might see the return and even the increase of directly hauled materials to the landfill, which in turn would bring back the terrible odor problems we have had to endure, as well as the seagulls.

The restrictions on the acceptance of directly hauled materials at the landfill have already resulted in an immediate benefit to the surrounding community, in the form of the halt of odor issues and seagulls. There are likely other benefits that have yet to be identified, such as a decrease in traffic to and from the facility—something I've noticed personally, a decrease in air quality issues associated with large trucks, and a decrease/halt to other problems. It would be a huge step backwards, in terms of addressing the impacts of the facility on the lives of the surrounding communities, if the landfill were ever to be allowed to resume accepting directly hauled waste loads for onsite processing.

I strongly urge the Commission to take every action available to continue to restrict the direct haul of wastes to KCL permanently.

County should evaluate what happened to the materials affected by the Direct Haul Conditions

An issue that has not been addressed in the Staff Report, and which troubles me, is what happened to materials affected by the Direct Haul Conditions. Presumably, all waste loads containing materials that cannot be directly hauled would have been redirected to transfer stations for processing and recovery. However, the Staff Report doesn't specifically address what's happened to the material that used to be directly hauled.

It should be of great interest to County and its residents, as it is to me, to understand the effects that the Direct Haul Conditions have had on the waste stream. A major consideration for the imposition of the Direct Haul Conditions was that they would help to minimize the amount of waste that is disposed at KCL, which in turn would extend the life of the landfill and hopefully eliminate, any need for expansion. In addition, the Board's approval of the Direct Haul Conditions sparked a lot of controversy and drama.

It is important to understand the effects that the Direct Haul Conditions have had on minimizing the amount of waste being landfilled so that the effectiveness of the conditions can be considered and the County can make informed decisions about future landfill expansion proposals and programs.

In particular, KCL has expressed a desire to expand its facility and possibly construct a Construction and Demolition ("C&D") waste processing operation onsite. I firmly believe that KCL's proposed expansion of its landfill and operations would result in a detriment to the quality of life in surrounding communities, including an increase in green house gas emissions and an overall devaluation of our homes. We as a community want to insure that materials are being appropriately diverted, so that the landfill does not expand unnecessarily. Right now, our only assurances regarding proper diversion come from KCL, who are both the owner of the landfill and the hauler. It is, therefore, very important that the County evaluate whether the Direct Haul Conditions have had the intended effect of minimizing the amount of waste landfilled and evaluate whether further conditions are needed.

I strongly urge the Commission to direct staff to look at these issues and either report back or present its findings to the Board for review and consideration.

I look forward to having these matters discussed moving forward. Thank you for your consideration of my concerns.

Sincerely,

Lisa Della Rocca

EXHIBIT D

**Contra
Costa
County**



KELLER CANYON LANDFILL

VOLUME 1

Draft Environmental Impact Report

October 1989

State Clearinghouse
89040415

only partial site views from Willow Pass Road are from the north side of the street across from Anuta Park (Figure 3.21, Photo J). Homes and trees provide effective screening along the street itself. Some views of the highest elevations in the southern portion of the site can be seen from selected locations along north-south tending streets such as Loftus Road.

Impacts and Mitigation Measures

The proposed project would significantly alter the visual character of the site by filling in an existing canyon with landfill material and soil cover, by the presence of trucks and large earth-moving and compacting equipment which would be operating on the site during the 30 year life of the project, by removing several large trees and the predominantly grass cover on the area of disturbance on the site, and by constructing roads to accommodate truck traffic into and out of the active landfill area. Landfill activities, such as the dumping of waste material and operations involving compacting and covering waste material would not be visible to the public. Initial construction activities, including grading and construction of the access road and administrative facilities would be visible from Bailey Road. Construction of the toe berm and truck activity on the access road on the north side of the berm would be visible from the north on Jacqueline Drive and from various viewpoints throughout the City of Pittsburg. Berming on the outside of the toe berm access road has been proposed by the Applicant to conceal truck views. The visibility of project operations and landfill areas from various locations is described below. Visual impacts would depend upon the distance and elevation of the viewer, the presence of intervening terrain, structures, and vegetation, and the effectiveness of elements proposed for screening such as vegetation and berming.

The Applicant proposes to contour all berms with a smooth rounded surface which would resemble the nearby hills in appearance. Revegetation of all berms would occur as soon as possible, but no later than the first growing season after construction. Figure 3.22 illustrates the construction sequences for visual/noise berms. That feature of the proposed project which would have the most significant impact on the

greatest numbers of people would be the toe berm constructed at the northernmost edge of the area of disturbance. The impacts of this berm are discussed under Impact 1, below.

The Applicant controls by option agreement 1,036 acres of land east of the primary project area. This land would be reserved for open space and agricultural uses and would be part of an area to be enhanced by the Applicant for grazing. In addition, 82 acres west of Bailey Road and 123 acres east of Bailey Road and south of existing development would also serve as buffer areas. Development would not occur in these areas.

Project plans also include the enhancement of Lawlor Creek which in addition to being a beneficial impact of the project would also, with growth of vegetation through time, become a visual buffer for views from Bailey Road and West Leland Avenue.

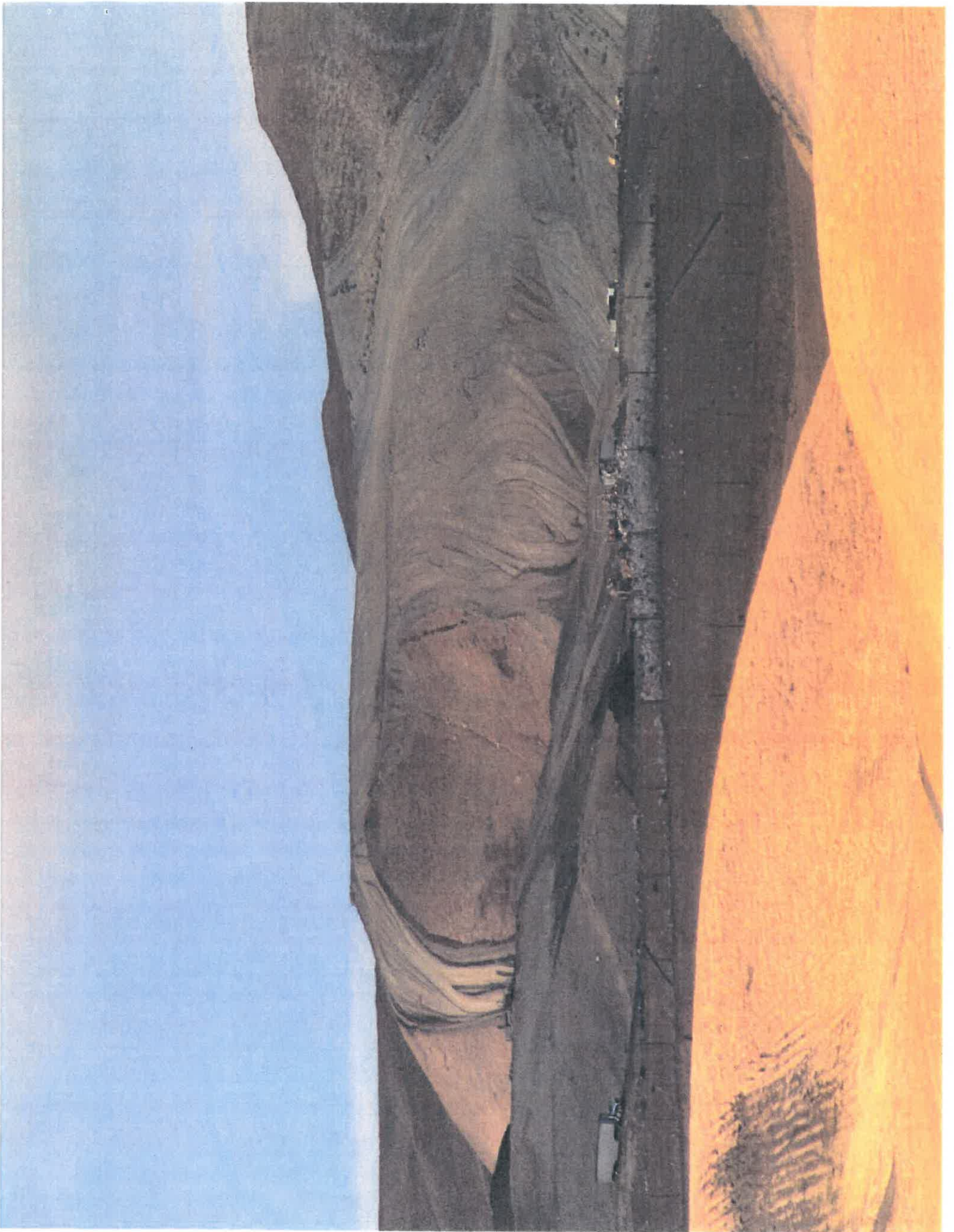
Impact 1 - Alteration of Topography

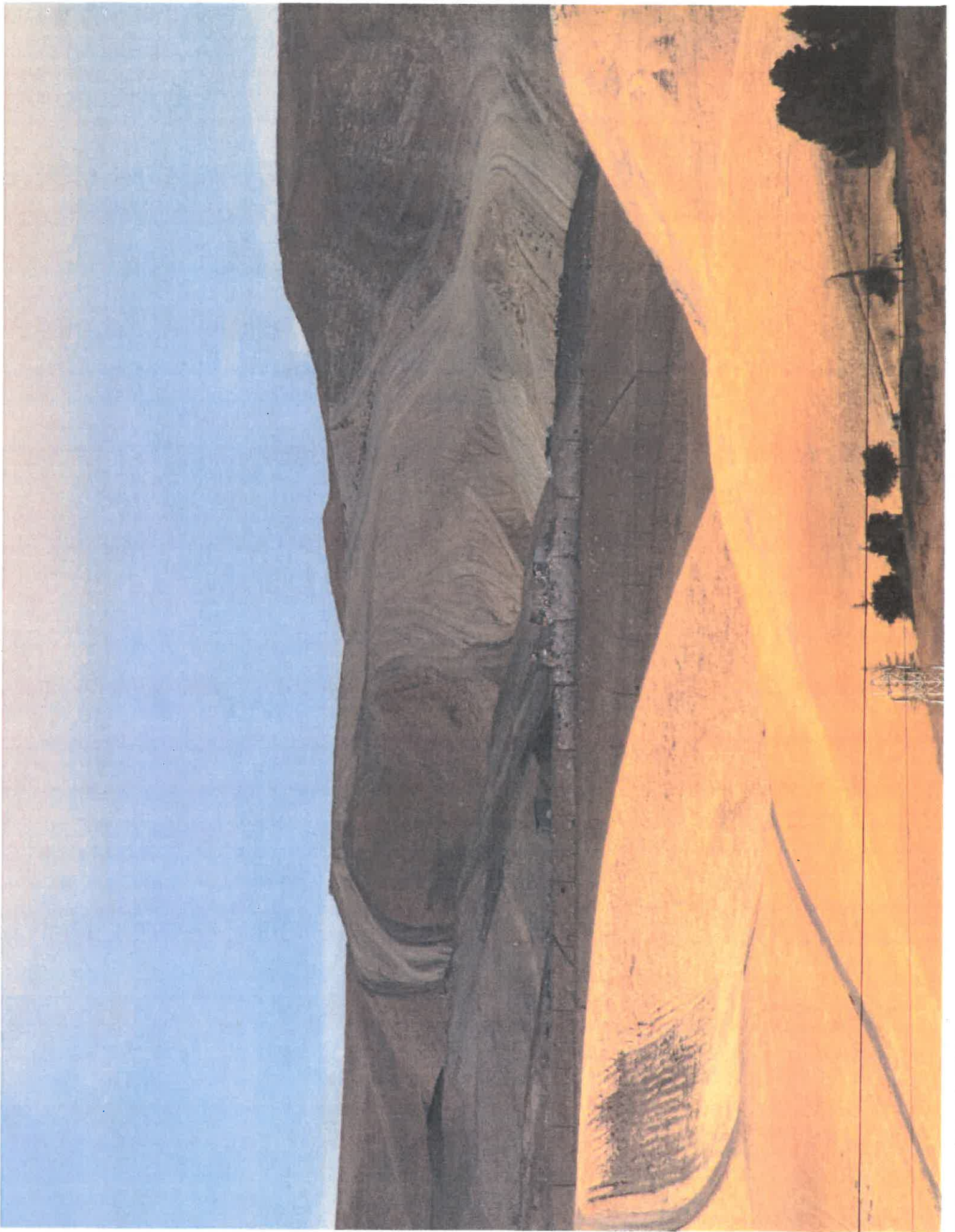
Landfill operations would significantly alter the existing topography of the area of disturbance by filling an existing canyon with compacted landfill.

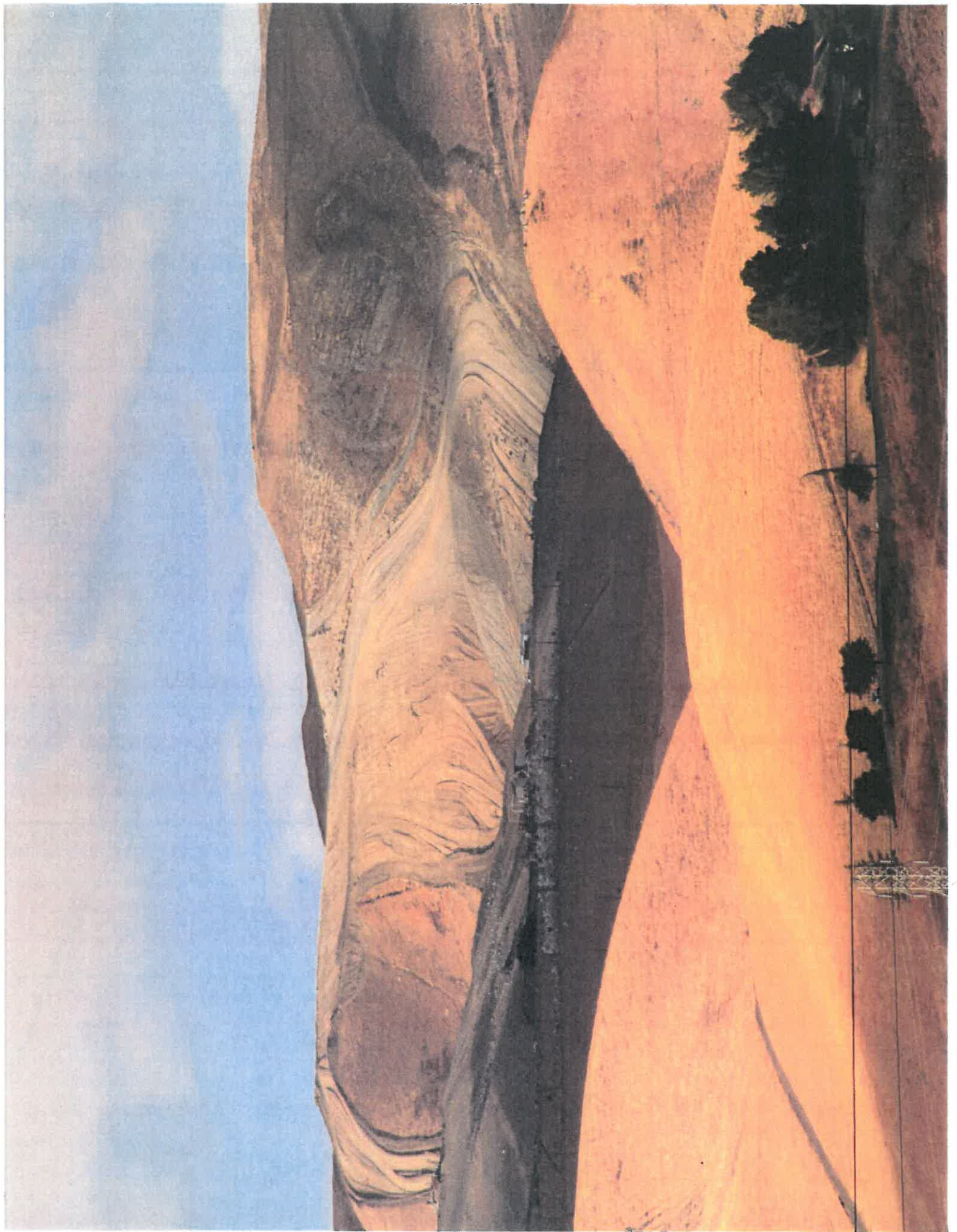
This impact is significant and cannot be mitigated to a level of insignificance. The only visible aspect of the landfill operations to the majority of people living or traveling north of the site would be the construction of the toe berm proposed at the northernmost portion of the area of disturbance, and views of the berm after construction. This toe berm would be constructed with a floor elevation of 350 feet. Upon completion, it would have an elevation of 600 feet above mean sea level. The phasing of berm construction would be as follows: a) after the first year of construction activity prior to any waste placement, the berm would have an elevation of 425 feet; b) 1.7 years after waste placement has begun, the elevation of the berm would be 475 feet; c) six years after construction began the berm would have an elevation of 600 feet and a notch (to allow for drainage) would be visible in the berm; d) by years 8 to 10, the berm would be completely constructed with the notch filled in. Although the berm would be constructed in 12 foot lifts, the outer face of the berm would be smooth and rounded to reflect the appearance of

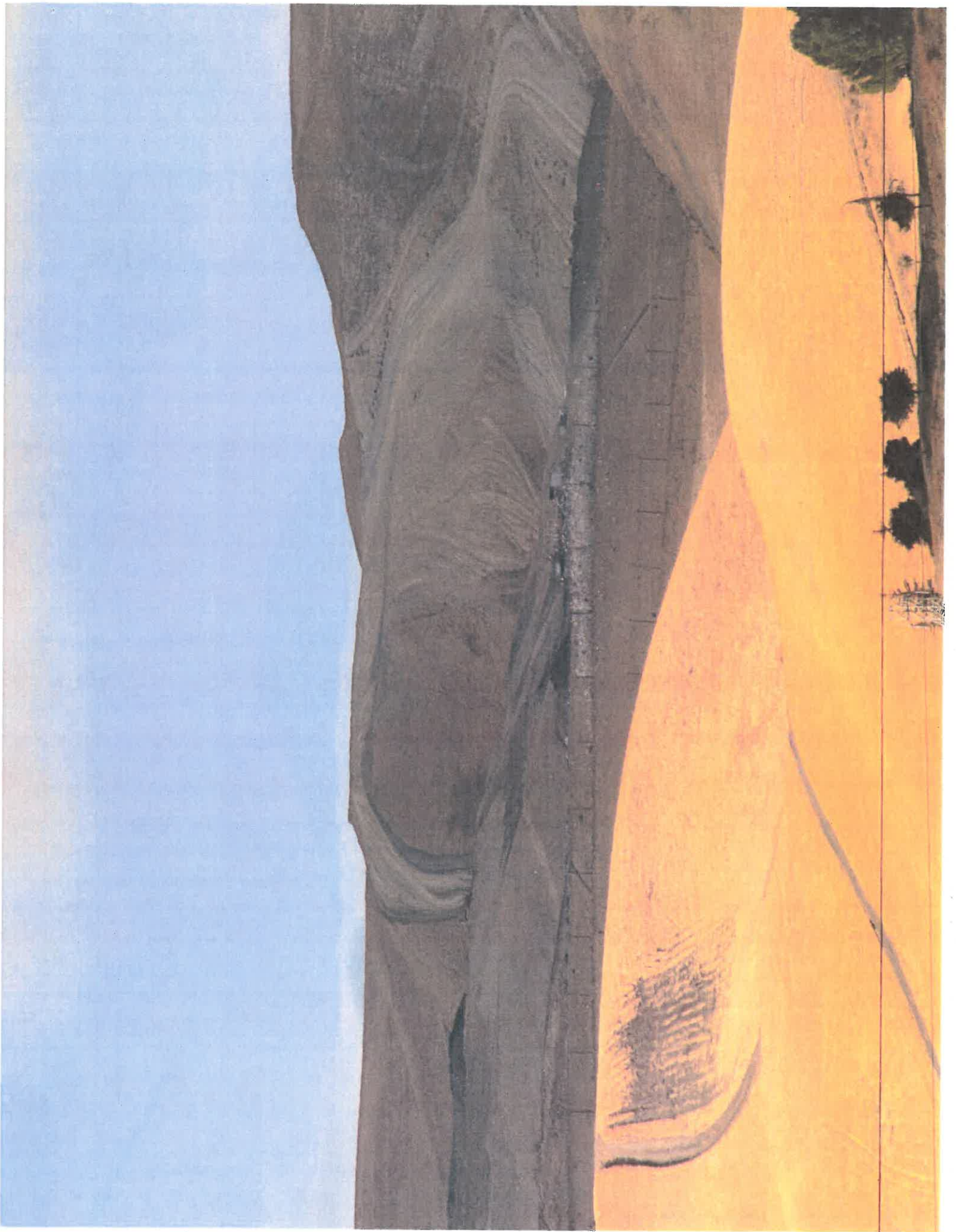
the surrounding hillsides. The toe berm would be revegetated as it is built, with revegetation occurring the first growing season after construction. After the first year of construction, up to the sixth year when this berm is completed, that portion of the berm which would be without vegetation would be the newly-constructed top 25 to 30 feet. **Once the berm has been constructed and revegetation is completed the only landfill operation which would be visible would be trucks traversing the north face of the berm on an access road which would lead over the top of the berm into the active areas of waste placement. The Applicant has proposed berming the road to eliminate views of truck traffic.** Nevertheless, views of the berm would have significant impacts on viewers north of the project area. The visual impacts of berm construction and views of the berm at buildout would be most significant for viewers south of Bailey Road. As stated in the Setting section, these views would occur predominantly in streets and parks, since few homes have direct views of the project area. The impacts of toe berm views would decrease somewhat with viewer distance from the site but would still be considered significant in intermediate and distant views (for example, from Willow Pass Road).

To visually portray the impacts of landfill construction on views from north of the site looking south, the applicant's consultant prepared a series of photo montage perspectives of four phases of project development from thirteen viewpoints within the City of Pittsburg. The complete visual analysis can be reviewed by the public at the Contra Costa County Community Development Department. Four viewpoints are included in this section to illustrate the potential impacts of the project on City residents. The photographs were taken with a lens which most closely approximates the human eye, and which does not distort vertically or horizontally. The reader should be aware, however, that although the photographs are intended to result in minimal distortion of depth, they are displaying a 3-dimensional scene miles deep on a flat surface. Data on existing site topography was input into a computer to produce a base terrain model. This information was overlaid with information on the height and configuration of the proposed toe berm to produce perspective drawings showing the project from many viewpoints.











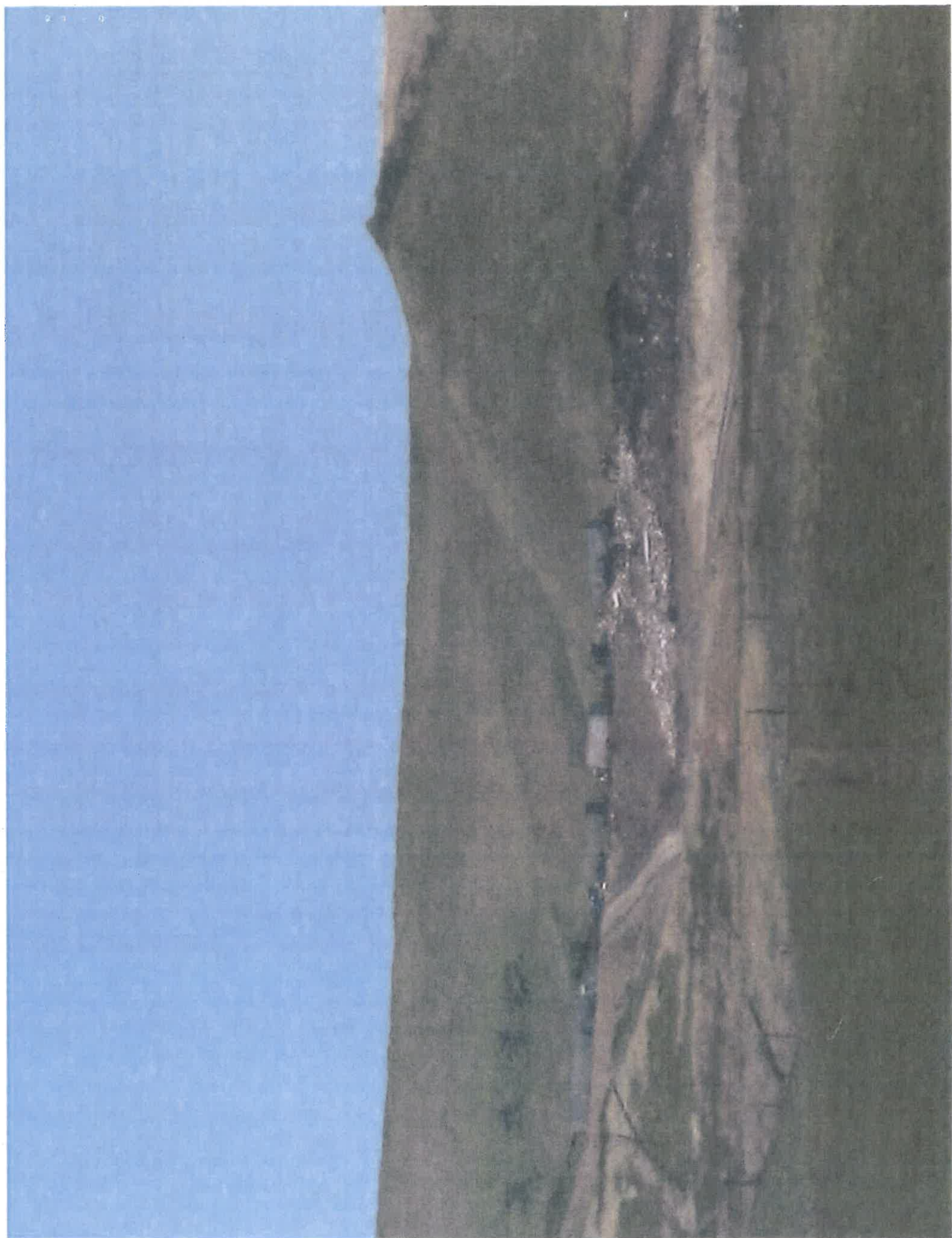






EXHIBIT E

David Brockbank

From: Hiliana Li
Sent: Wednesday, November 01, 2017 9:39 AM
To: Deidra Dingman; David Brockbank
Cc: Aruna Bhat
Subject: FW: Dec 6th Public Hearing 'Keller Canyon'
Attachments: Screenshot 2017-11-01 at 8.15.33 AM.png; Screenshot 2017-11-01 at 7.55.00 AM.png; Screenshot 2017-10-30 at 7.43.01 PM.png; Screenshot 2017-11-01 at 8.23.17 AM.png

From: jennette borcic [mailto:jenborcic@yahoo.com]
Sent: Wednesday, November 01, 2017 8:41 AM
To: Hiliana Li <Hiliana.Li@dcd.cccounty.us>
Subject: Re: Dec 6th Public Hearing 'Keller Canyon'

Not sure if this is the right place to send information to be reviewed prior to the next public hearing on Dec 6th. Please direct me where to send information in the future.

The attached are photos of 7pm October 30th after a very windy day. After laying down a top cover on the garbage, instead of cleaning the fences before they left for the day, Keller Canyon went home without caring what we had to see.

To their credit - they did start cleaning the fences the next morning but they still left a mess at the end of the next day.

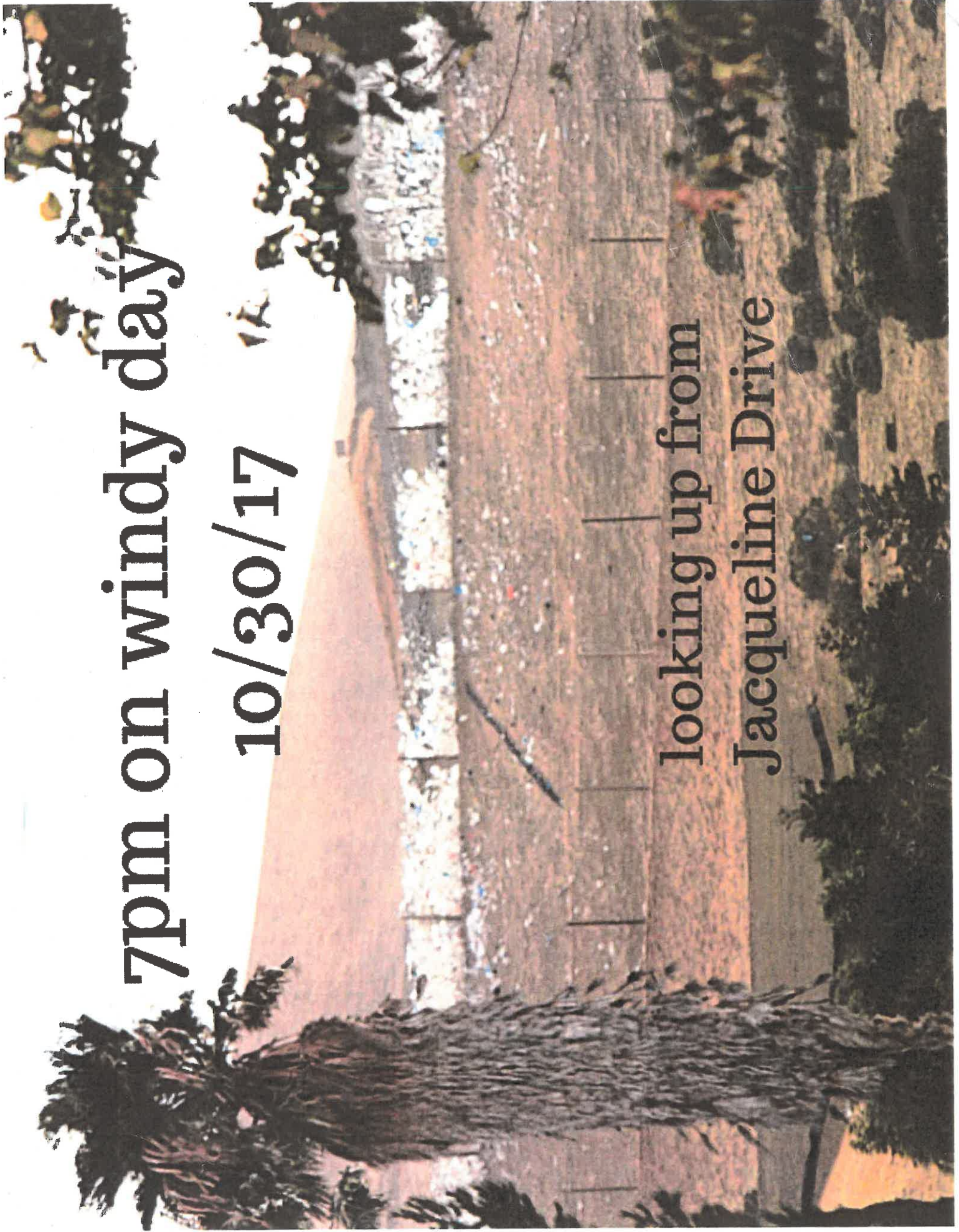
Thank you for reviewing and considering the mess, odor, sound nuisance and dust we deal with as neighbors of the landfill. They have the ability to move to opposite side of that hill.

Jen Borcic
2252 Jacqueline Drive, Pittsburg, CA

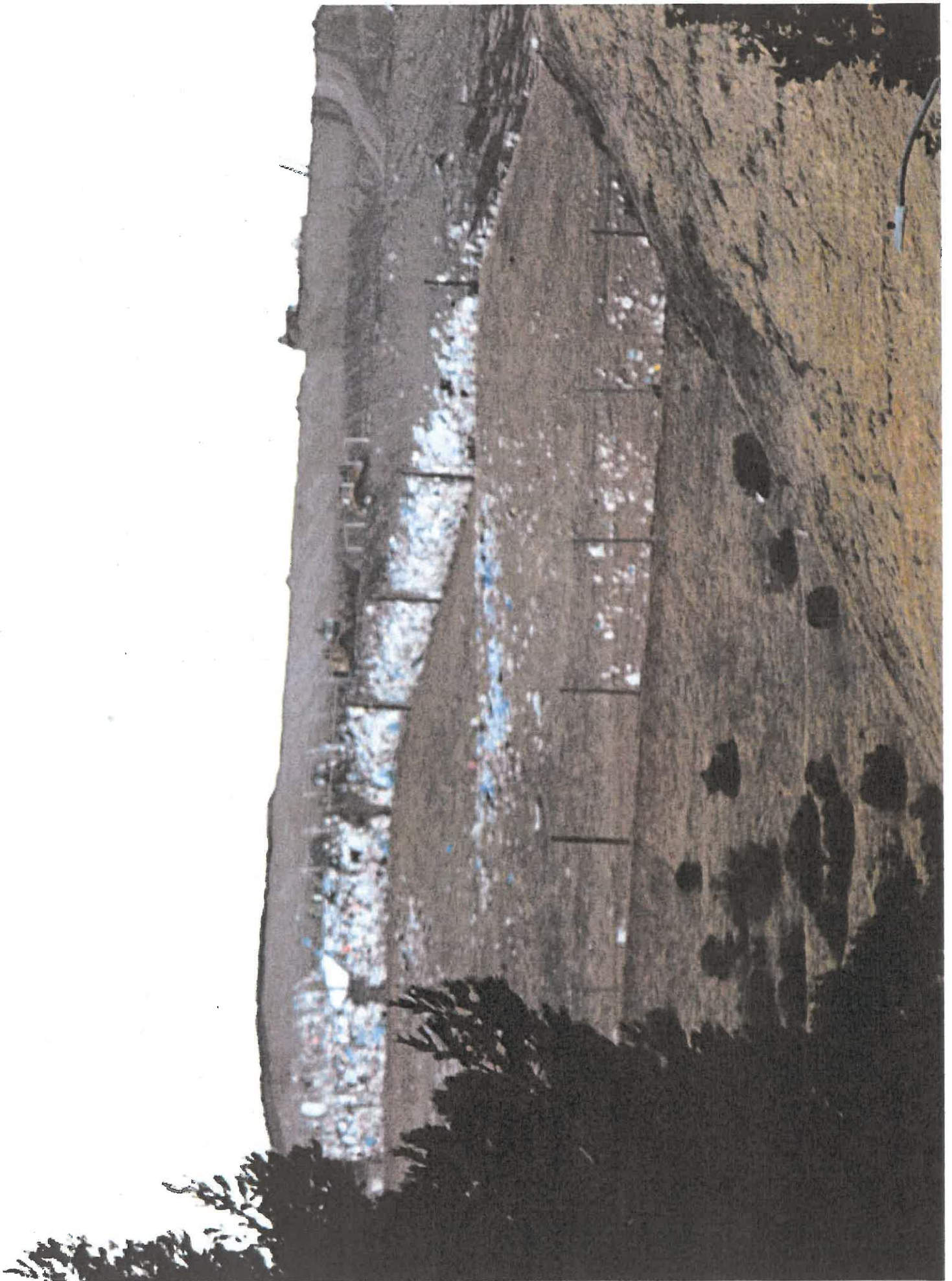
7pm on windy day

10/30/17

looking up from
Jacqueline Drive







After full day of
zero wind 10/31/17

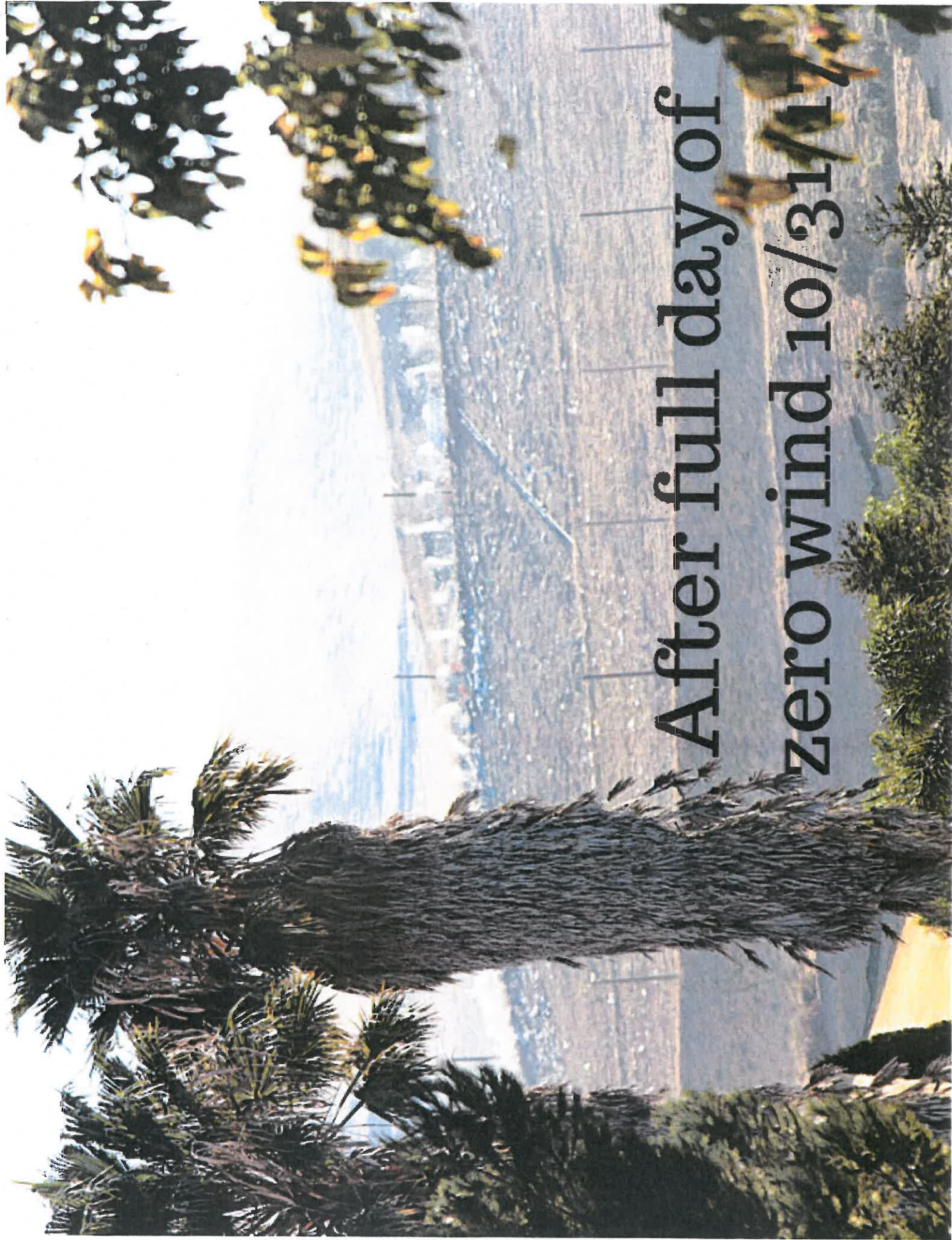


EXHIBIT F



City of Pittsburg
65 Civic Avenue • Pittsburg, California 94565

November 21, 2017

Contra Costa County Planning Commissioners
30 Muir Road
Martinez, CA 94553
Attn: Duane Steele, Chair

Subject: Keller Canyon Landfill Company, County File #LP89-2020, Land Use Permit Review,
October 25, 2017 and December 6, 2017

Chairman Steele and County Planning Commissioners,

The City of Pittsburg respectfully requests that the following is added to the record as part of the County Planning Commission's Land Use Permit (LUP) review for the Keller Canyon Landfill (dump). The City of Pittsburg has been adversely impacted for many years by the placement and operation of the dump in the pristine hills above our residents. The recent impacts, however, have been unprecedented and grossly irresponsible.

1. Visual Impact

Regulatory Obligation: According to the Keller Canyon Landfill Environmental Impact Report (EIR), "Most of the area proposed for actual landfill operations is not visible." Page 1-139; Impacts and Mitigation Measures. "Landfill activities, such as the dumping of waste material and operations involving compacting and covering waste material would not be visible to the public." "Berming on the outside of the toe berm access road has been proposed by the Applicant to conceal truck views." Page 3-148 "No waste placement would be visible." "The toe berm would block all views of the waste placement but would be a major change in the views of the site from the north." Page 3-152; "To effectively screen views of trucks on the berm, the applicant has proposed constructing benches wide enough to accommodate a berm on the north side of the truck access road. The berm should be at least 15 feet high to eliminate views of truck traffic, and should be vegetated with the same species of grasses for the toe berm so that it retains the same color." Page 3-159

The LUP dated July 24, 1990, with last Permit Review Modification September 22, 2015, Section 22. Visual Quality; 22.1 "The landfill developer shall construct and operate the facility in such a manner that the high visual value of the surrounding area is maintained." 22.3 Toe Berm. "The toe berm shall be contoured to blend with the existing topography. It shall be designed to screen the landfill access road. It shall be revegetated immediately with native grasses and other vegetation to blend in with the surrounding area."; 22.4 Mitigation Berms. "The Landfill developer shall install landscaped mitigation berms (lift-level peripheral berms) at the face of each lift in areas visible of the landfill site, before beginning refuse disposal on the lift. The berm shall be landscaped to blend in with the terrain." 22.7

Jacqueline Drive Terminus. "The north terminus of Jacqueline Drive shall be landscaped, with native species, to shield near-views of the toe berm." "The outside access road berm shall be a minimum of 15 feet high to shield transfer truck traffic and noise."

Actual Condition: Pictures (attachment 1) taken on April 20, 2017 and October 24, 2017 and distributed to the County Planning Commission on October 25, 2017, vehicles can be seen from Pittsburg City Hall.

Assessment: The dump and its operator have failed to comply with the EIR, CEQA, and are in violation of the LUP.

2. Odor

Regulatory Obligation: The LUP, Section 20.2 Odor Containment, states "The Landfill operator shall operate the Landfill in a manner that prevents odors from being detected off-site, pursuant to Regulations 7-101 and 7-102 of the Bay Area Air Quality Management District." 20.4 Odoriferous Loads. "The Landfill operator shall identify potentially odoriferous loads prior to acceptance and make any arrangements needed to ensure that disposal of odoriferous loads is managed to avoid off-site detection, which may involve covering such incoming loads immediately."

Actual Condition: From October 2016 through December 2016, Republic Waste Services in West Contra Costa failed to properly handle and manage its compost facility. After numerous complaints, Republic elected to relocate its failed and soured compost material mostly to the dump at Keller Canyon. Subsequent to the relocation, oppressive smells emanated over 3 miles to Pittsburg's downtown.

Assessment: The dump and its operator are in violation of the LUP.

3. Litter on Truck Route

Regulatory Obligation: LUP states, 25.2 Load Covering. "The Landfill operator shall implement a program requiring landfill users (customers) to securely containerize their load to avoid littering and exclude uncovered loads from arriving at the Landfill consistent with the requirements of Section 418-2.008 of the County Code. The program shall be subject to the approval of the County Department of Conservation and Development and Contra Costa Environmental Health."

Actual Condition: City staff observed on October 25, 2017 at 12:09 pm litter spewing out of a Republic transfer truck (#6618) driving eastbound onto the freeway and reported said condition to the County Planning Commission that evening. This is but one of several occurrences.

Assessment: The dump and its operator are in violation of the LUP.

4. Litter on Community

Regulatory Obligation: LUP states, 25.8 Off-Site Litter Policing. "The Landfill operator shall provide weekly (or more frequent) litter clean-up along Bailey Road from Highway 4 to at least 500 feet south of the site entrance. Based on experience, the County Department of

Conservation and Development or Contra Costa Environmental Health may modify frequency of clean-up and/or area of coverage. If wind-blown litter from the landfill reaches other properties, the Director of Environmental Health or the Director of Conservation and Development may require the Landfill operator to remove the litter and the Director(s) may require the operator to institute additional measures to prevent recurrence of the problem."

Actual Condition: Litter is blowing into the adjacent neighborhood from the dump.

Assessment: The dump and its operator are in violation of the LUP.

5. Vector/seagulls

Regulatory Obligation: According to the Keller Canyon Landfill Environmental Impact Report (EIR), "Gulls are noisy, may spread contaminated food on or near the landfill, and may defecate on nearby properties." Page 3-201;

The LUP states, 24.1 Bird and Vector Control Objective. "The Landfill operator shall manage the facility in such a manner that prevents and controls the attraction and/or generation of birds and vectors at the site."; 24.4 Bird Control. "If birds become a problem at the Landfill in the judgement of Contra Costa Environmental Health, the Landfill operator shall institute a contingency bird control program." "Such measures may include a reduction in the size of the working face of the landfill, the use of nets over the working face, or the use of a habitat manipulation and modification program."

Actual Condition: The City is receiving many complaints about seagulls at the Safeway Shopping Center on Bailey Road with residents' cars being defecated on as well as on them. The owner of the shopping center has contacted the City regarding the seagulls as their rooftops are now filled with excessive droppings that are becoming a health hazard. The flock can be seen flying over the McDonalds on Bailey Road and moves as far east as the Mi Pueblo Shopping Center.

Assessment: The dump and its operator have failed to comply with the EIR, CEQA, and are in violation of the LUP.

5. Emissions/Dust

Regulatory Obligation: According to the Keller Canyon Landfill Environmental Impact Report (EIR); Fugitive Dust. "Without control measures this would be a significant level of emissions." Mitigation Measures. "Unpaved roads would be watered, and when appropriate during dryer seasons, a mixture of magnesium chloride and water, which does not pose air quality hazards, would be applied to form a thick crust."

The LUP states, 20.5 Dust Suppressants. "The Landfill operator shall apply water or proven environmentally safe dust suppressants at least twice daily to working faces of the landfill, unpaved access roads, storage pile disturbances and construction areas as determined to be necessary by Contra Costa Environmental Health. Contra Costa Environmental Health may require sprinklering more frequently for control of particulates."

Actual Condition: Residents at the KCL Permit Hearing October 25, 2017 testified of these significant dust issues. Photos presented by staff on October 25, 2017 Public Hearing showed dust emissions.

Assessment: The dump and its operator have failed to comply with the EIR, CEQA, and are in violation of the LUP.

7. Noise

Regulatory Obligation: According to the Keller Canyon Landfill Environmental Impact Report (EIR) "Transfer vehicles should be equipped with proper noise suppressors. If complaints are prevalent, Contra Costa County should ask the California Highway Patrol for muffler enforcement."

LUP 21.6 Truck Noise Suppression. "The Landfill operator shall require transfer trucks and other waste hauling vehicles using the facility to be equipped with factory approved noise suppression equipment, including engine compartment insulation. The Landfill operator shall request the California Highway Patrol actively enforce muffler and vehicle noise standards as required in the California Vehicle Code if, for any reason, noise from heavy trucks becomes a source of complaints in the project area, whether project related or not. Transfer trucks and other waste hauling vehicles with faulty mufflers shall be denied access to the landfill after one warning by a landfill operator at the landfill entrance."; 21.7 Landfill Vehicles. "The Landfill operator shall provide Landfill equipment with the best available noise suppressing equipment to minimize sound generation."

Actual Condition: Residents at the KCL Permit Hearing October 25, 2017 testified regarding significant noise issues impacting everyday activities.

Assessment: The dump and its operator have failed to comply with the EIR, CEQA, and are in violation of the LUP.

8. Communication

Regulatory Obligation: According to the Contra Costa County Board of Supervisors Recommended Action, dated April 11, 1995, "(3) Direct all county staff to automatically notify the City of Pittsburg and the Bay Point Municipal Advisory Council of applications for special waste or any changes in operating conditions or permit conditions and all matters related to Keller."

Actual Condition: The City of Pittsburg was not notified of the transfer of pungent and failed compost to the dump from Republic Services Facility in West Contra Costa County.

Assessment: The dump and County have failed to abide by the direction of the Board of Supervisors.

Action Items

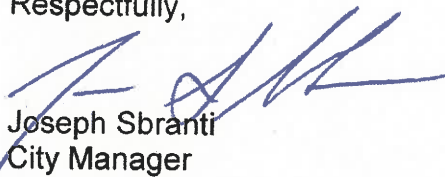
Due to the many issues that require clarification and enactment for compliance purposes with the EIR, CEQA and LUP, the City request the following:

- All 8 items noted above are immediately brought into compliance.

- The City would like to request, considering all the issues raised in this letter and by residents at the Public Hearing on October 25, 2017, that the County on-line reporting system add categories for litter, traffic, noise, odor, seagulls/vector and dust as well as another category to document these items as part of the KCL LUP Review and potential future new LUP for Keller Canyon Landfill. In addition, notices need to be sent to all residents in the 94565 zip code about the on-line reporting service with the ability to report all issues concerning the dump so that a better and more accurate representation of these impacts are documented and responded thereto.
- The KCL LUP permit, with all the impacts noted in this letter, in addition to comments and complaints by residents at the Public Hearing and formally filed with County staff, should be reviewed annually until substantial improvements have been implemented and documented. At that time, the City requests that County staff consult with City staff about modifying the review timeline.
- The City would also request that the operation on the face of the hillside be discontinued and abandoned and moved to the back of the canyon to alleviate the gross negative impact experienced at this present time. The present location and operational methods contradicts the EIR document about trucks, noise, dust and operations not being visible.
- The City requests complete details on the materials entering the dump be provided on the County website, including number of trucks per day, number of tons per day, number of tons eligible for fee assessment per day, amount of assessment generated per day, number of tons not eligible for fee assessment per day, amount of assessment lost due to non-assessment per day, and type of waste product (description and amount) of not eligible fee waste per day (including but not limited to beneficial reuse).

The lack of controls and mismanagement by the dump's operator is of a significant concern to the City of Pittsburg. The County Planning Commission is given responsibility to review the dump's land use permit to ensure the health, safety, and welfare for all residents in the County. The City of Pittsburg appreciates this opportunity to comment onto the record regarding this matter.

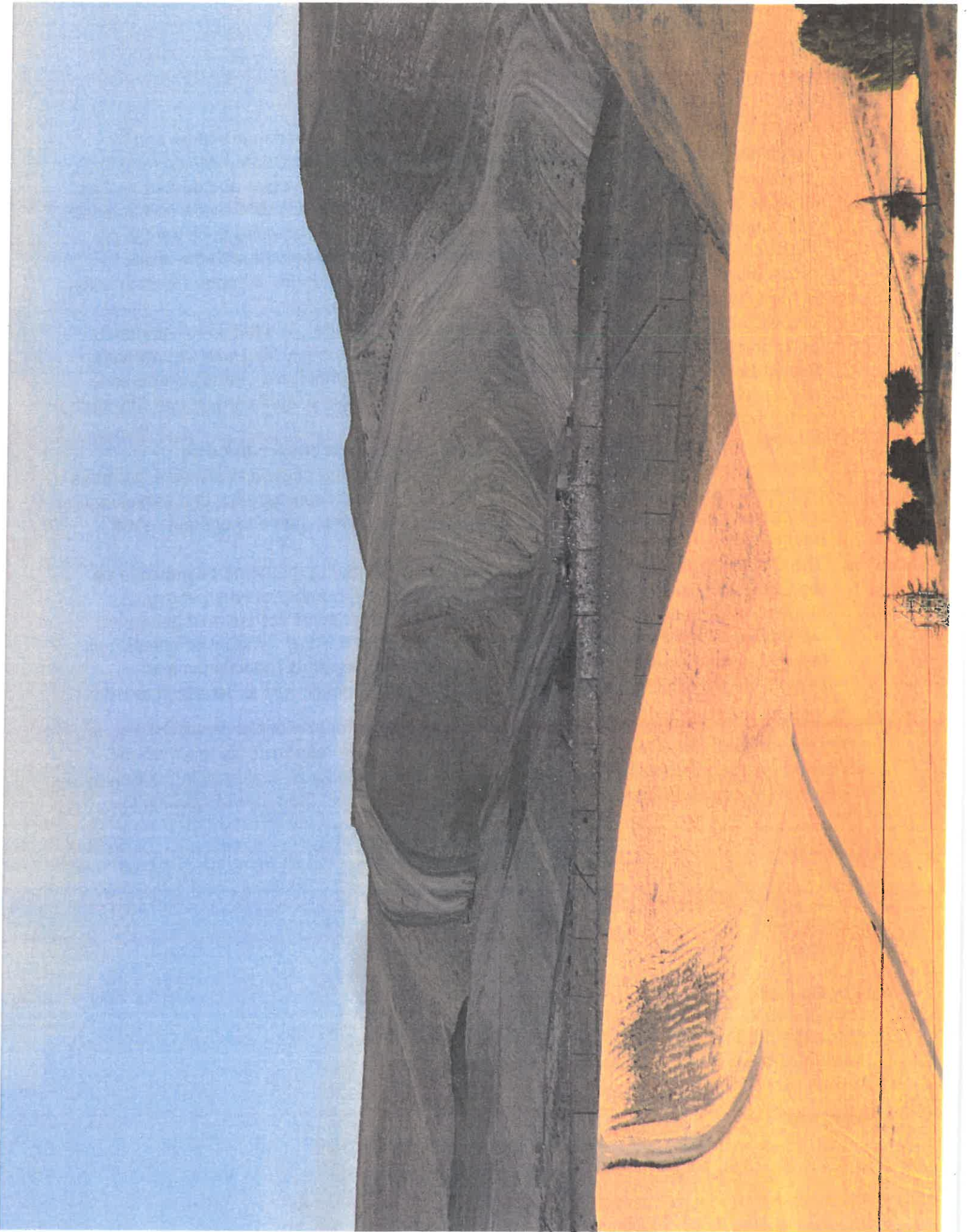
Respectfully,

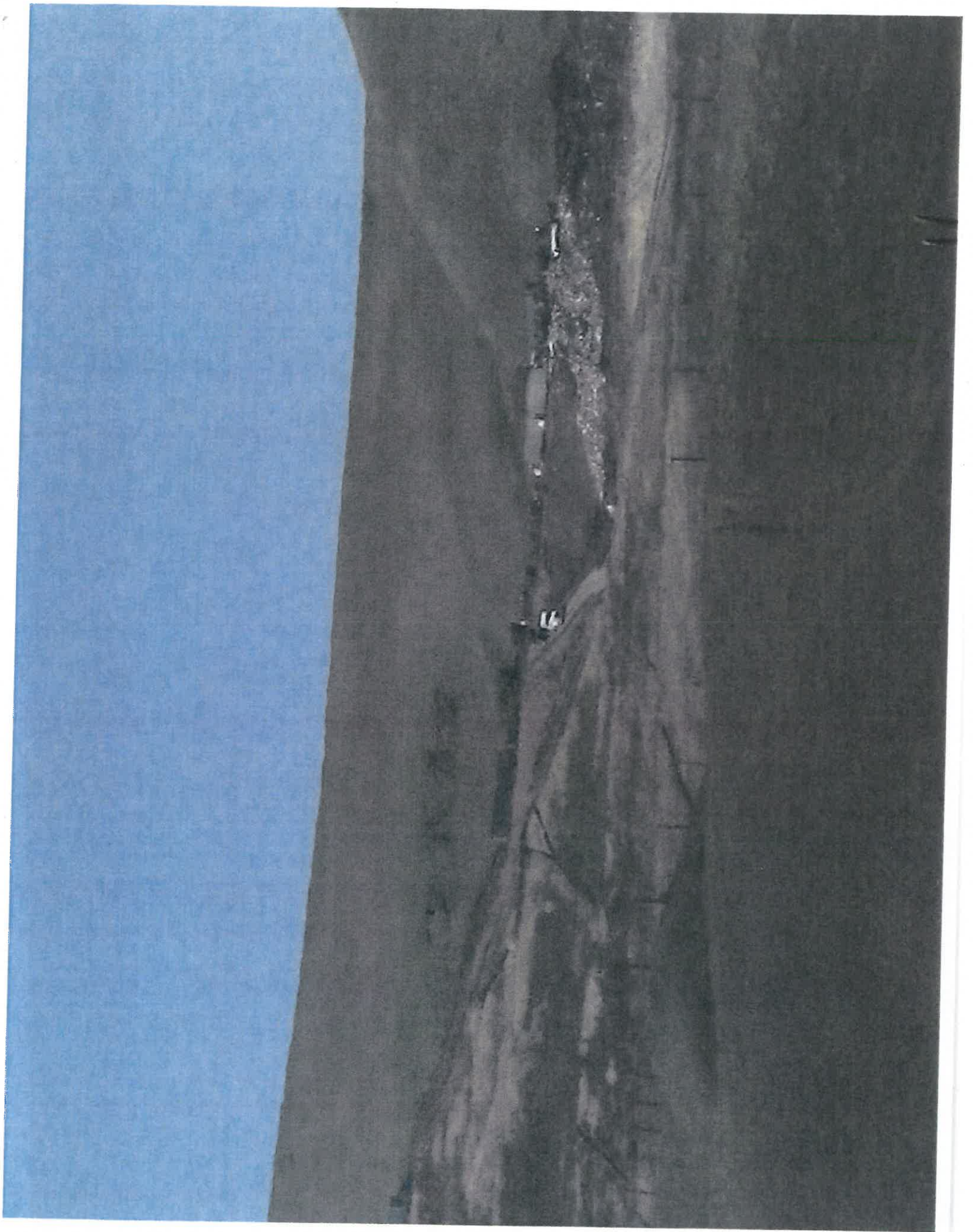


Joseph Sbranti
City Manager

cc. City Council
Garrett Evans, Assistant City Manager
Laura Wright, Environmental Affairs Manager
Federal Glover, Board of Supervisors, 5th District

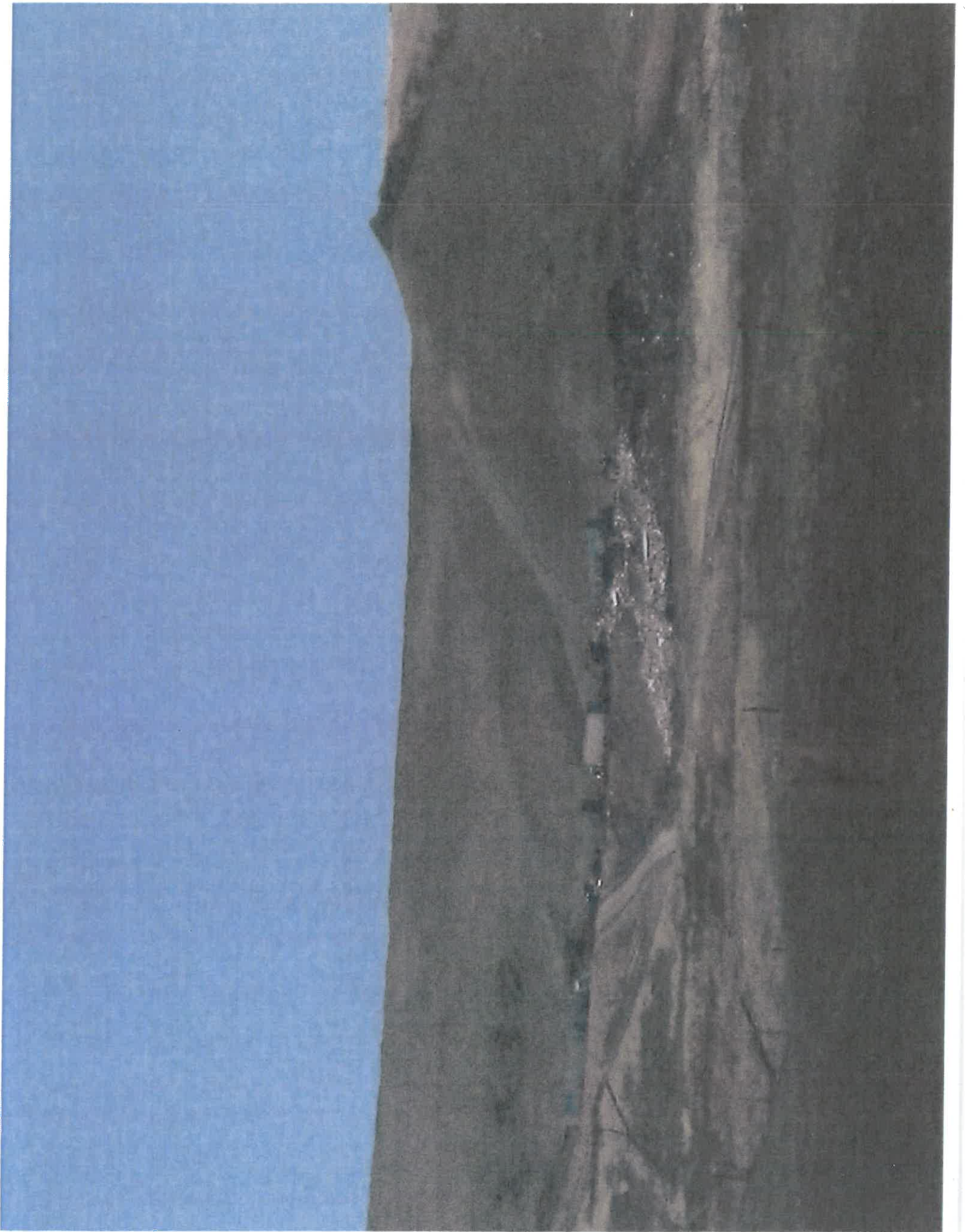
Attachments

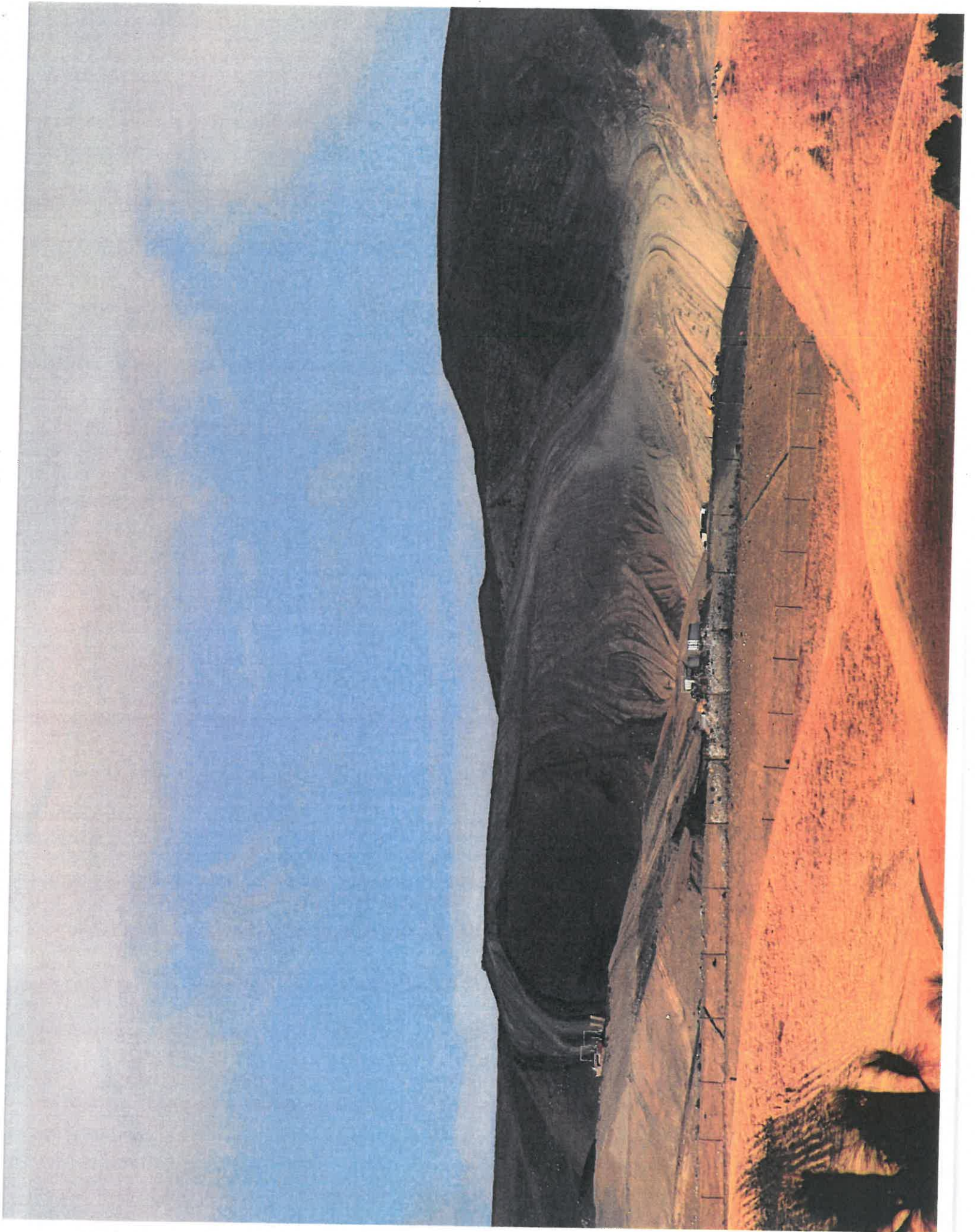


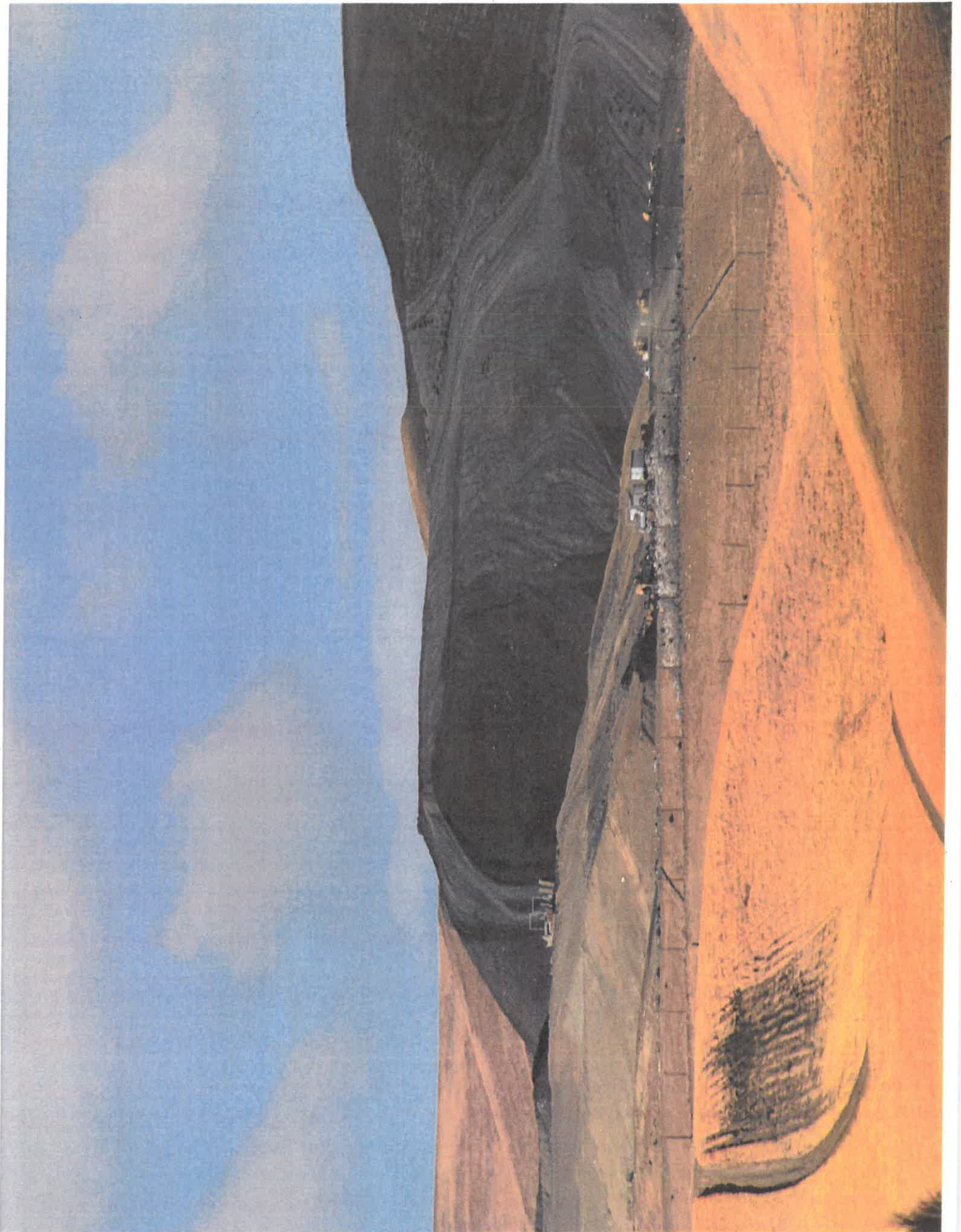


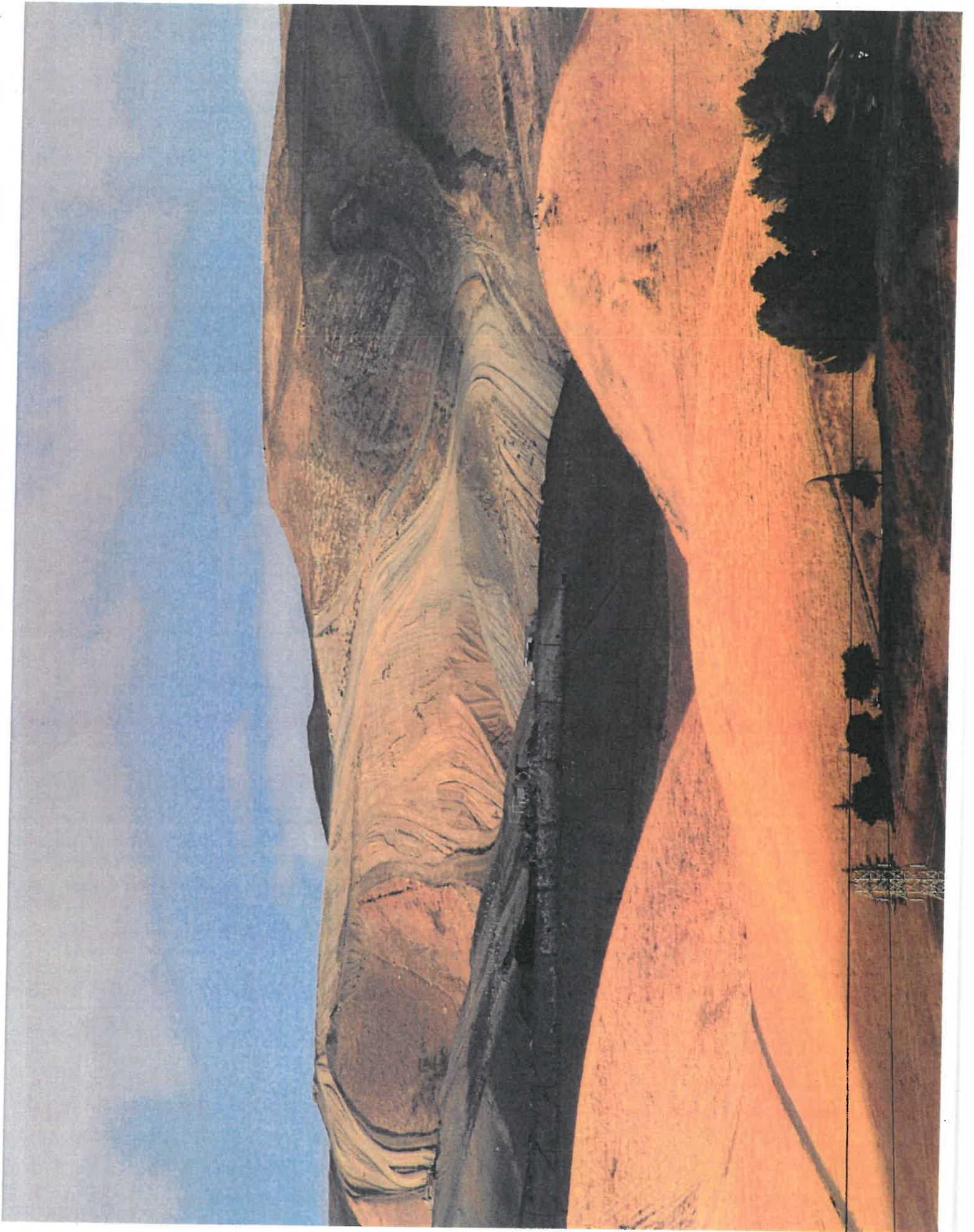


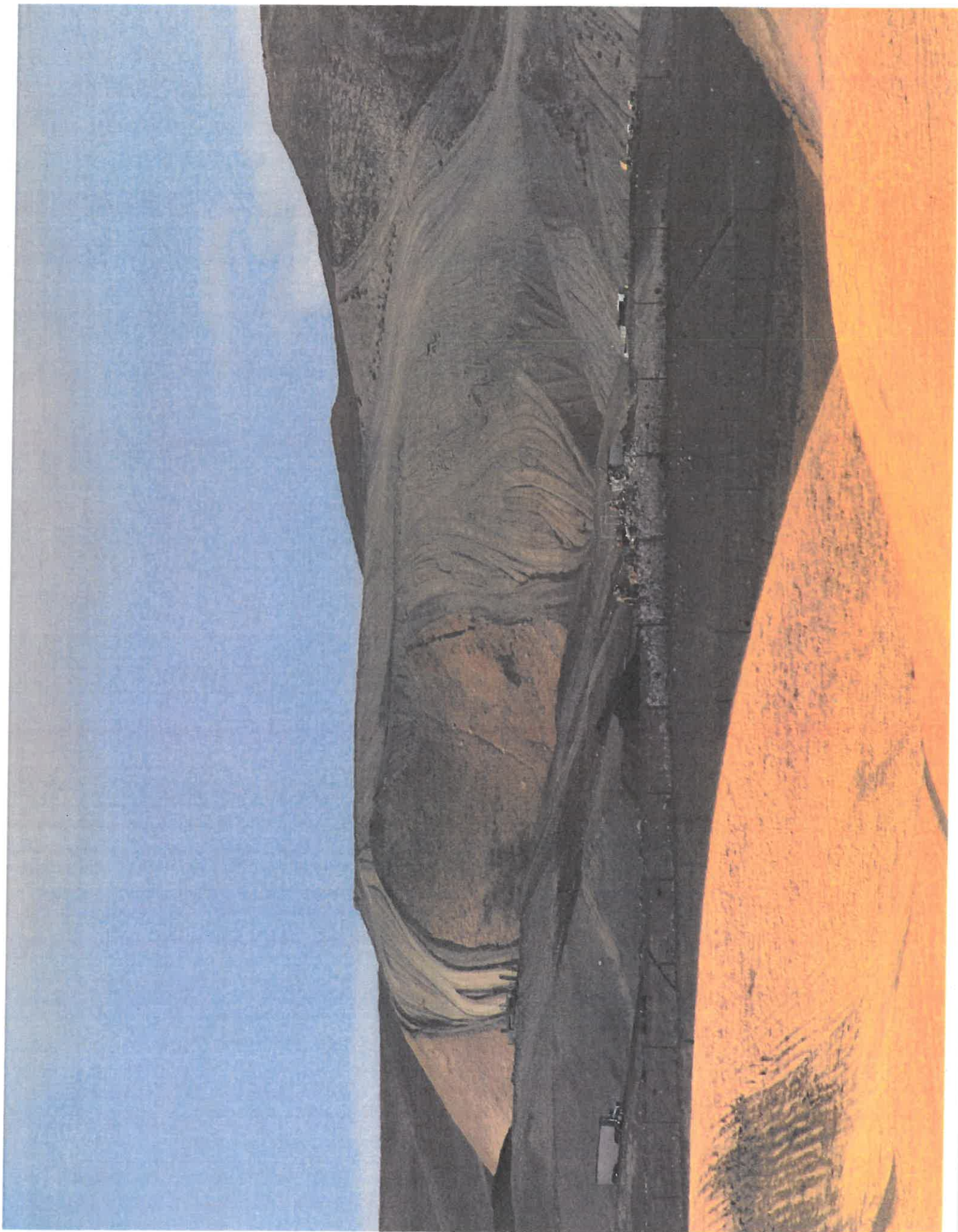


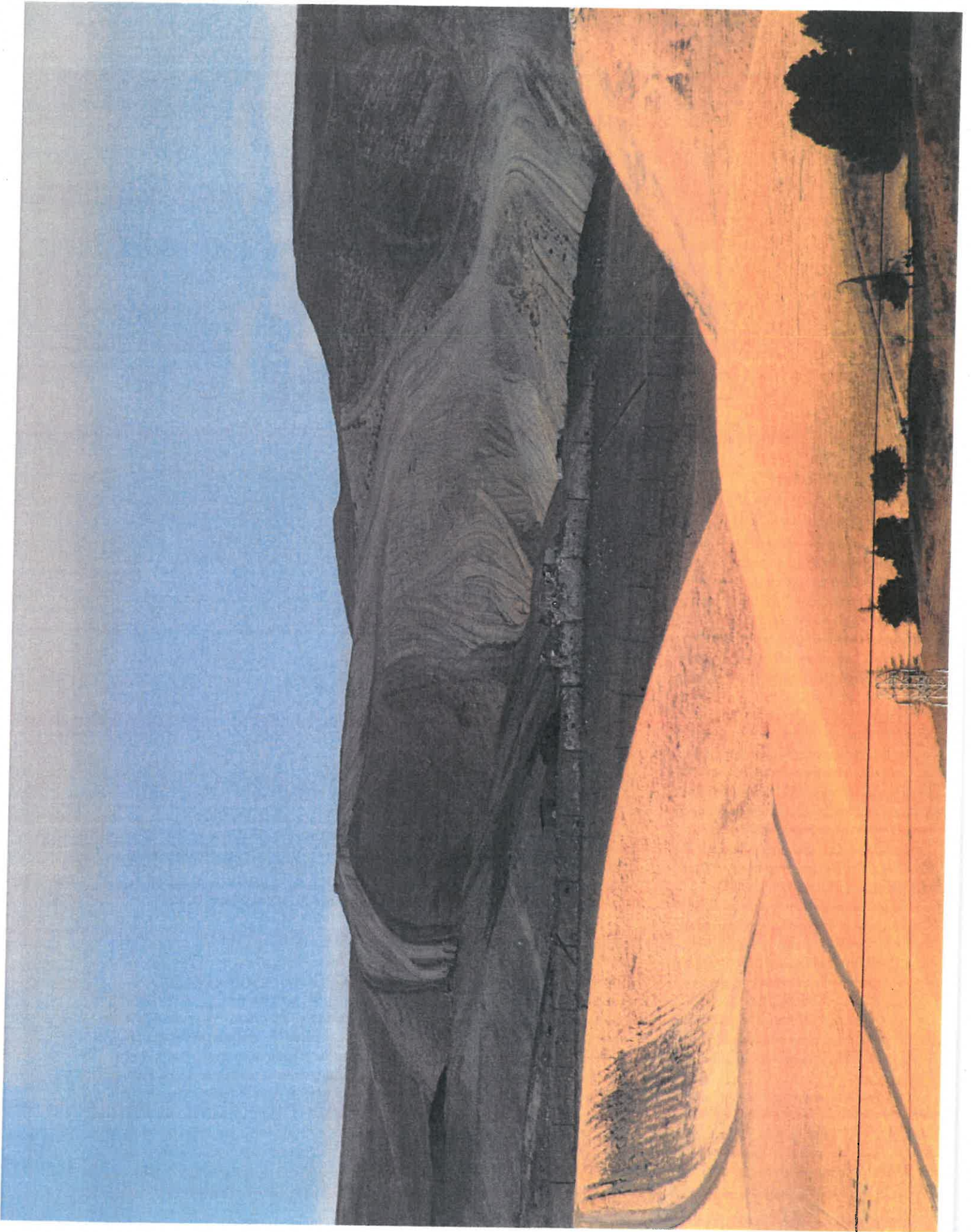












Tideline



SPRING 2017
Volume 40, Number 1

Antioch Dunes / Don Edwards / Elliott Slough / Farallon Island / Marin Islands / Salinas River / San Pablo Bay

California Gull Diet, Movements, and Use of Landfills in San Francisco Bay

By Dr. Josh T. Ackerman
and Dr. Sarah H. Peterson

The California gull breeding population in San Francisco Bay has increased from just 24 individuals in 1980 to more than 53,000 today (based on annual counts made by the San Francisco Bay Bird Observatory). Expanding gull populations can sometimes be problematic for humans and wildlife, and consequently gulls are often actively managed, employing techniques such as hazing or culling.

Population increases of many gull colonies have been attributed to the availability of food subsidies from human sources, particularly those from landfills. The U.S. Geological Survey recently evaluated the influence of landfills on California gull diet and movements in San Francisco Bay at three of the largest breeding colonies. These breeding colonies comprise nearly 99% of all California gulls nesting in the Bay.

Using radio telemetry, we tracked 108 California gulls (Figure 1), recorded more than 7,000 locations, and obtained more than 1 million detections at automated data logging systems placed at each of the two main landfills in the South Bay (Newby Island Landfill and Tri-Cities Landfill), and the three main breeding colonies at Pond A6, Coyote Hills, and Mowry in 2007 and 2008 (Figure 2).

The vast majority of gulls were located within four miles of landfills throughout the breeding season, with post-breeding gulls located substantially closer to landfills (Figure 2). We discovered gulls were spending 20%-40% of their time each day at landfills.



Figure 1. California gull with an unattached back-pack style radio transmitter shown. California gulls were tracked continuously throughout the spring and summers of 2007 and 2008. Photo: USGS

Gull attendance at landfills increased from 20%-40% of their time each day during the pre-breeding season to 60%-80% of their time each day during breeding. During the breeding season, gulls increased their time at the landfills to 60%-80% each day.

The use of landfills declined during the post-breeding season to less than 20% of their time each day. In addition to the influence of season, the time of day also strongly affected gull attendance at landfills. Not surprisingly, gull use of landfills was highest during the time of day when garbage was being delivered from about 6:00 am

in the morning until 6:00 pm at night. Thereafter, gulls spent 50%-70% of their time at their breeding colonies.

We also sampled gull blood and common food items that gulls might eat at the landfills and within the surrounding wetland habitats to determine gull diet. Using stable isotopes, we found that gulls differed in their foraging strategies, with some gulls using landfills almost exclusively for food and other gulls feeding more often within the managed pond habitats adjacent

continued next page

to the Bay.

But in all cases, garbage made up a substantial portion of every gull's diet (Figure 3). We estimated that the proportion of garbage in the diet of gulls was 63%–82% for those gulls that foraged more extensively at landfills. For gulls that fed more within the estuary, the proportion of garbage in the diet of gulls was estimated to be 35%–63%. Diets of gull chicks also varied among foraging strategies, with 14% to 72% of their diets being derived from garbage.

California gulls are known to be voracious predators of other breeding birds in the Bay, and, in another study, we found that gulls were the main predator of Forster's tern and American avocet chicks, and caused 54% and 55% of chick deaths, respectively. Importantly, individual California gulls can specialize on eating waterbird chicks. We have even documented one gull that killed at least 11 Forster's tern chicks during nesting.

These results indicate that landfills play an important role in California gull habitat use and the timing of their movements in the Bay. Whether or not access to garbage at nearby landfills has contributed to the substantial increase in the Bay's California gull population is uncertain, but access to garbage has increased gull populations at several sites throughout the world. Current practices at some South Bay landfills in-

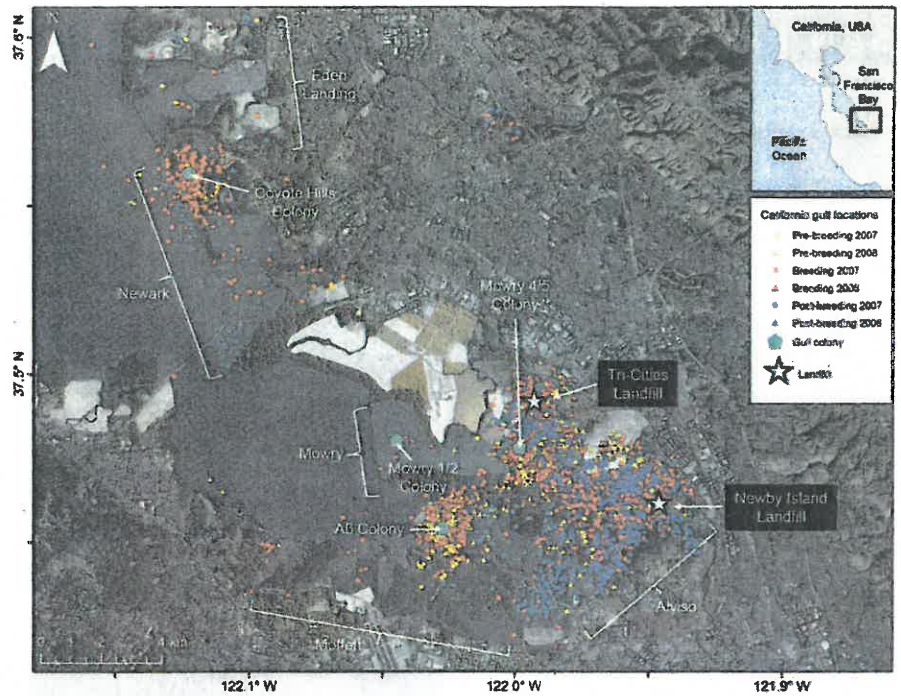


Figure 2. Locations of radio-marked California gulls in south San Francisco Bay, California during pre-breeding (yellow), breeding (red), and post-breeding (blue) in 2007 (circles) and 2008 (triangles). The locations of major urban areas, wetland complexes, gull colonies, and landfills are shown. Photo: USGS

cludes hazing gulls, and has resulted in some success in reducing gull use of landfills.

Although California gulls are native to the western United States, they did not breed in the Bay prior to 1980. The main factor that limits California gull populations throughout their range is the availability of protected nesting habitat near areas with sufficient food supplies. After the creation of artificial salt evaporation ponds in San Francisco Bay from the 1930s through the 1950s, suitable nesting habitat for gulls was readily available in the form of internal salt pond levees and dry salt pond beds. They were also in close proximity to several landfills. In fact, 96% of California gulls that bred in San Francisco Bay nested within former salt ponds.

Therefore, the establishment and rapid growth of California gulls in San Francisco Bay may have been at least partly attributed to the availability of suitable nesting habitat (salt pond system) in close proximity to abundant food resources (garbage at landfills and brine flies and shrimp within salt ponds).

This work was conducted in conjunction with the U.S. Fish and Wildlife Service's Don

Edwards San Francisco Bay National Wildlife Refuge, California Fish and Wildlife's Eden Landing Ecological Reserve, and the South Bay Salt Pond Restoration Project.

Dr. Josh T. Ackerman and Dr. Sarah H. Peterson are Wildlife Biologists with the U.S. Geological Survey, Western Ecological Research Center in Dixon, California.

References:

Ackerman, J. T., M. P. Herzog, C. A. Hartman, and G. Herring. 2014a. Forster's tern chick survival in response to a managed relocation of predatory California gulls. *Journal of Wildlife Management* 78:818–829.

Ackerman, J. T., M. P. Herzog, C. A. Hartman, and J. Y. Takekawa. 2014b. Comparative reproductive biology of sympatric species: nest and chick survival of American avocets and black-necked stilts. *Journal of Avian Biology* 45:609–623.

Ackerman, J. T., S. H. Peterson, D. C. Tsao, and J. Y. Takekawa. California gull space use and movements in relation to landfills and breeding colonies. Submitted manuscript.

Peterson, S. H., J. T. Ackerman, and C. A. Eagles-Smith. Mercury contamination and stable isotopes reveal foraging ecology of generalist California gulls. Submitted manuscript.

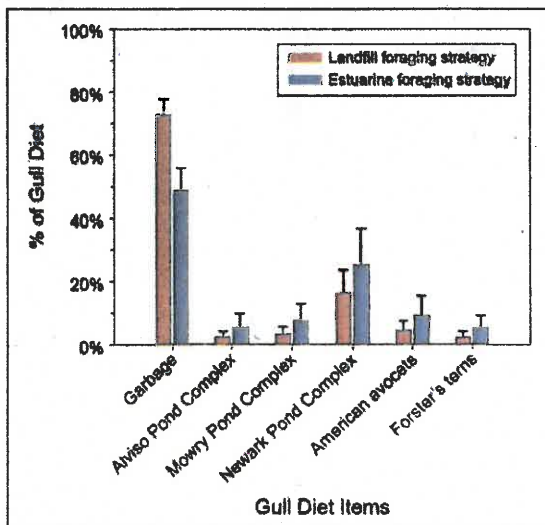


Figure 3. The proportion of diet for breeding California gulls coming from 6 possible prey sources: (1) garbage from landfills, (2) fish and brine shrimp from the Alviso Pond Complex, (3) fish and brine shrimp from the Mowry Pond Complex, (4) fish and brine shrimp from the Newark Pond Complex, (5) American avocet eggs and chicks, and (6) Forster's tern eggs and chicks. Graphic courtesy of USGS

EXHIBIT G

November 12, 2017

Contra Costa Planning Commission
30 Muir Road
Martinez, CA 94553

CONTRA COSTA

2017 NOV 22 P 4: 53

RE: Keller Canyon Landfill Use Permit Review Continuance

DEPARTMENT OF CONSERVATION
AND DEVELOPMENT

Dear Members of the Contra Costa Planning Commission:

My name is Rita Hinde and I am married to Robert Hinde. We reside at 2214 Jacqueline Dr., Pittsburg, CA. We moved into the Hillsdale V addition on July 1, 1985.

I attended the meeting that was held in Martinez in October, but was not a speaker. Unfortunately, I will not be able to attend the meeting on December 6th as I will be out of the country, so I am submitting this letter. Please take this letter into consideration when reviewing Permit 2020-89.

When we first purchased our home, we never thought in a million years that we would have a dump, pardon me, landfill, in our backyard, but unfortunately for us, this did occur. We fought it from the beginning and attending all the meetings and protested in every way we could knowing full well, what would happen in the future to our air quality, our quality of life and our property values.

We completely oppose the every 5-year permit review policy for KCL. This permit should be reviewed every 3 to 6 months in order for them to be forced to comply with rules and regulations. At this time, I feel they are completely out of compliance. They accepted refuse from another facility and did not know how to properly handle this putrefying substance and we as citizens have been exposed to Lord knows what. When I have to duct tape all my windows and doors to keep from choking or throwing up from the odor, it cannot possibly be healthy to breathe. Also, our dog has started having respiratory problems this past year and has never had an issue before.

The other problem we as citizens of Pittsburg have been exposed to is the constant problem of noise pollution. Not only do we have the odor, but also when we would love to sit outdoors in the morning to enjoy a cup of coffee in our backyards, the only thing we hear is the firing of the canons to make the seagulls fly off the garbage into the air. We actually saw them do this on a tour of the facility. This does absolutely no good, as the birds just come right back and head for the garbage. It is a futile effort, but causes a lot of headaches for us as we sit and listen to this.

We hear the trucks, we see the trucks, we hear the noise, we see the birds, and we smell the garbage and we live with the garbage. What do we get in return? An odor

that you will never convince me is not toxic and constant noise pollution and never ending trash being blown from both the landfill and the trucks.

We ask the Contra Costa County Planning Commission to help us. No one seems to listen. We file reports with the proper agencies and when we ask for the reports, they are missing half the calls, because they say they were not done with enough people at the same time, or there is an excuse about the people not being home when an agent comes out, or they can't smell it when they get there, because the wind has shifted and the odor is gone. We just found out that if we report an odor anonymously, that they throw our complaints away.

I am attaching the notes I have been making regarding the odors I personally have detected for several months. I hope you take this issue seriously. We as Pittsburg residents ask that you hear our plea and vote in our behalf and do not extend Keller Canyon's operating permit for another 5 years. They need to come into compliance and clean up their act. This constant odor has to be eliminated now, not 6 months from now, but immediately.

Thank you for your time,

Sincerely,

A handwritten signature in cursive script that reads "Robert and Rita Hinde". The signature is written in dark ink and is positioned above the typed name and address.

Robert and Rita Hinde
2214 Jacqueline Dr.
Pittsburg, CA 94565
(925) 788-7319

There were no attachments included with this letter.

Deidra Dingman

From: Hiliana Li
Sent: Tuesday, November 28, 2017 9:33 AM
To: David Brockbank; Deidra Dingman
Subject: FW: Odor Complaint 11/13/2017

From: Rita Hinde [mailto:blondiehinde@gmail.com]
Sent: Friday, November 17, 2017 2:05 PM
To: Hiliana Li <Hiliana.Li@dcd.cccounty.us>
Subject: Fwd: Odor Complaint 11/13/2017

You can see the kind of responses we get when we report these issues.
Sent from my iPhone

Begin forwarded message:

From: Elijah.Aquino@hsd.cccounty.us
Date: November 14, 2017 at 1:10:56 PM PST
To: blondiehinde@gmail.com
Subject: Odor Complaint 11/13/2017

Good Morning Ms. Hinde

The LEA received an odor complaint on 11/12/2017 at 9:09PM for malodors detected on 11/12/2017 at 7:30PM in the vicinity of 2214 Jacqueline Drive Pittsburg, CA. The LEA was on site on 11/13/2017 from approximately 7:20PM to 8:50PM and investigated the malodor complaint all along Jacqueline Drive, Concord Drive, and in the surrounding neighborhood. Upon investigation, the LEA observed no malodors similar to the described "putrefying smell".

Contra Costa Environmental Health is working closely with those managing the Keller Canyon Landfill to ensure compliance with all applicable regulations dealing with the disposal and handling of solid wastes on site. We will continue to investigate any complaints from residents of the surrounding neighborhood. Thank you for voicing your concern. Please feel free to contact me with any questions you may have regarding the investigation.

Elijah Aquino, EHS
Contra Costa Environmental Health
2120 Diamond Blvd. Suite 200
Concord, CA 94520
Phone: (925) 692-2557
Email: elijah.aquino@hsd.cccounty.us



Department of Conservation and Development

County Planning Commission

Wednesday, January 10, 2018 – 7:00 .P.M.

SUPPLEMENTAL STAFF REPORT

Agenda Item # _____

Project Title:	Keller Canyon Landfill Land Use Permit Review
County File(s):	#LP89-2020
Applicant/Owner:	Keller Canyon Landfill Company (KCLC) / Republic Services
General Plan/Zoning:	Landfill (LF) / Heavy Agricultural (A-3)
Site Address/Location:	901 Bailey Road, Pittsburg – Bay Point area (APN: 094-060-008, 018, 019, 020 & 021)
California Environmental Quality Act (CEQA) Status:	Exempt. This permit review and the preparation and proposed acceptance of the staff report are purely administrative in nature and not subject to CEQA per Section 15061.(b)(3). This action does not constitute a project since staff is not recommending any new or modified conditions of approval for the existing land use permit (LUP).
Project Planner:	David Brockbank, Senior Planner (925) 674-7794
Staff Recommendation:	RECOMMEND that the Board of Supervisors accept the permit review reports for the Keller Canyon Landfill LUP. (See Section II for Full Recommendation)

I. PROJECT SUMMARY

This remains the third annual review of the conditions of approval for KCL's approved LUP that was continued from the December 6, 2017, County Planning Commission (CPC) meeting. These annual permit review reports, initiated in 2014, are prepared in accordance with LUP condition of approval 11.1. The Permit Review Criteria approved by the Board of Supervisors (Board) in 1995 and condition 11.1 affords the Board the opportunity to approve new and/or modified conditions of approval to improve public health, safety, and welfare or to address inconsistencies resulting from court decisions or regulatory changes made since the land use permit was approved in July 1990. The

CPC can recommend modifications to the LUP's conditions as needed to address demonstrated public health, safety, or welfare impacts; or required by new regulations or court decisions. The CPC may propose new or modified conditions to the LUP, however only the Board has the authority to approve any proposed changes.

II. RECOMMENDATION

- A. CONSIDER the information presented in the October 25, 2017, staff report, its Exhibit D – Compliance Table, as well as the December 6, 2017, staff report to provide appropriate background and context necessary to satisfy Parts I and II of the 1995 Permit Review Criteria approved by the Board of Supervisors for KCL's Land Use Permit (File #LP98-2020).
- B. RECOMMEND that the Board of Supervisors ACCEPT the permit review reports prepared by staff for the KCL use permit, pursuant the 1995 Board approved Permit Review Criteria.

III. BACKGROUND

The CPC continued this item a second time for KCL's third annual LUP review on December 6, 2017. The initial hearing, held on October 25, 2017, was continued based on testimony from some of the residents living in the adjacent neighborhood and additional questions from the Commissioners that required further time to review. Local residents brought up various issues potentially associated with the landfill at the previous hearing, including odor, dust, noise, visual impacts, seagulls, and litter. Staff prepared a supplemental staff report to address each of the concerns brought up by the local residents. At the December 2017 meeting, the CPC took additional testimony from residents who had not spoken at the October meeting, and the operator shared a presentation of landfill operations that included some rebuttal to previous comments from the public. The CPC Chair then closed the public hearing and the commissioners began deliberations. At 10:30 PM, the discussions were still going but there was not unanimous consent from the CPC to continue deliberations and thus, the item was continued a second time.

IV. CONCLUSION

Staff recommends that the CPC accept the original staff report from October 25, 2017, including its Exhibit D, as well as the December 6, 2017, staff report as adequate to satisfy Parts I and II of the Board approved 1995 Permit Review Criteria.



Department of Conservation and Development

County Planning Commission

Wednesday, April 11, 2018 – 7:00 .P.M.

STAFF REPORT

Agenda Item # _____

Project Title: Keller Canyon Landfill Land Use Permit Review

County File(s): #LP89-2020

Applicant/Owner: Keller Canyon Landfill Company (KCLC) / Republic Services

General Plan/Zoning: Landfill (LF) / Heavy Agricultural (A-3)

Site Address/Location: 901 Bailey Road, Pittsburg – Bay Point area
(APN: 094-060-008, 018, 019, 020 & 021)

California Environmental Quality Act (CEQA) Status: Exempt. This action does not constitute a project since staff is not recommending any new or modified conditions of approval for the existing land use permit (LUP). This permit review and the preparation and proposed acceptance of the staff report are purely administrative in nature and not subject to CEQA per Section 15061(b)(3).

Project Planner: David Brockbank, Senior Planner (925) 674-7794

Staff Recommendation: ACCEPT the staff report update prepared for KCL's third annual LUP review.

I. BACKGROUND

The County Planning Commission (CPC) continued KCL's third annual LUP review for a third time on January 10, 2018. The first hearing, held on October 25, 2017, was continued to December 6, 2017, and continued a second time to January 10, 2018. The first, as well as the second continuance was based on testimony from some of the residents living in the adjacent neighborhood that brought up various issues potentially associated with the landfill, including odor, dust, noise, visual impacts, seagulls, and litter. It was determined at the October 2017 meeting that the CPC wanted more time to further review the issues and give staff time to prepare responses to questions from the CPC and the public. Staff's supplemental staff report in

December addressed each of the concerns brought up by the local residents. At the December 2017 meeting, additional residents raised a number of the same concerns with potential landfill impacts on the neighborhood. The operator also made a presentation about landfill operations and controls, which shared additional information specific to previous comments from the public. The CPC Chair then closed the public hearing and the commissioners began deliberations. The item was continued a second time.

Due to the number of complaints about the landfill from the community, the CPC was not been prepared to move the Keller Canyon Landfill (KCL) permit review on to the Board of Supervisors (Board), with or without recommending modifications to LUP's conditions of approval (COA). This report serves as a status update to inform the CPC and other interested parties about progress and next steps related to community concerns with the landfill, most notably odor issues, but also view, litter, noise, dust, and seagulls. The CPC continued the permit review deliberation until July, however requested that staff return three months later to solely provide an update at the first meeting in April.

II. STATUS UPDATE

Odor Issues: Since the odor complaints really started to increase in late 2016, KCL has taken a number of steps to identify and address odor issues that may be a result of standard landfill activity, including contracting with odor experts, installing odor suppression devices, and monitoring/inspecting potential on-site sources like the leachate tanks, to conducting regular odor investigations on- and off-site. Several members of KCL's staff are on the list of recipients for all odor complaints submitted through the County website, so the landfill operator is fully aware of the complaints submitted to the County. Since the start of this third permit review, 164 odor complaints were submitted through the County's online complaint form (October 1, 2017 – March 31, 2018). Approximately 112 of those complaints were submitted during the past three months, January 1 – March 31, 2018, or roughly since the last CPC meeting on January 10, 2018. The 112 complaints were submitted on 34 separate days, some of those days complaints were received first thing in the morning and then again in the evening. Twenty-seven complaints were received for just January 30th and January 31st. The monthly breakdown for 2018 is as follows:

January 2018: 36 complaints

February 2018: 49 complaints

March 2018: 27 complaints.

Other regulatory agencies are aware of the odor complaints at KCL that also conduct regular inspections of the landfill and the surrounding community. Contra Costa Environmental Health staff also receive a copy of the odor complaint submitted through the County's online form. While the Bay Area Air Quality Management District (BAAQMD), maintains a separate online, odor / emissions complaint form. In February this year, 40 odor complaints were filed with BAAQMD, and 23 complaints were submitted last month (many of the complaints submitted to BAAQMD are from persons that also submit complaints to the County).

The CPC requested staff to research other landfills and solid waste facilities to determine what other facilities have used or are using to address odor issues. Staff reached out to other regulatory agencies to ask the inspectors of landfills, compost facilities, and transfer stations, what, if anything worked on odors. A common practice amongst solid waste facilities is using what KCL is already employing, a misting system. This odor control device attempts to mask the odors, but can sometimes create a new chemical smell. Some misting systems use another formula that is supposed to neutralize the odor all together; however, the inspectors that staff spoke with felt this did not alleviate the odor issue either. One consensus is that landfill odors are seasonal, heavier in the winter and more rare in the summer. Installing additional landfill gas (LFG) collection wells is another measure to reduce odors, which also happens to coincide with the seasons. The LFG collection wells cannot be drilled/installed during the rainy season. KCL is in the process of installing 26 new wells, and plan to finish that project around the middle of next month (weather permitting).

Staff had many discussions with the landfill operator about odors, visual and noise impacts. Through these discussions, one involving staff for the City of Pittsburg, KCL collaborated with their engineers and odor experts to put the attachments together that are included with this staff report. Other odor management and reduction projects are currently underway at KCL. Attachment A is list of those projects with an associated timeline that includes start and completion dates. Attachment B is a list of landfill's odor mitigations managed by the operator. Attachment C summarizes wind direction data for 2018. Attachments D and E are the two projects KCL is investing its resources to alleviate odors and view impacts. One describes the LFG extraction wells mentioned above and the other is the relocation of the active disposal cell, which is discussed below.

Visual: Following the October 2017 CPC meeting, after witnessing reactions from the residents, the KCL operator initiated discussions with the parent company, Republic

Services, about securing significant unbudgeted funding to move up the schedule for Phase 2E's design and construction, rather than waiting until the end of 2019. The Phase 2E cell is approximately 0.5 miles south of the currently active Phase 3B1. This distance provides a larger buffer between active disposal activity and the nearest local residents. Relocating the disposal activity to Phase 2E would significantly diminish existing visual impacts of tippers and long lines of trucks using the access road for the adjacent neighborhood. This is likely going to be true, although possibly to a lesser degree from the third floor of the City of Pittsburg's Civic building. Relocating to a disposal cell, a half-mile away from the residents will likely minimize detectible odors off-site as well. In transferring the location of the disposal cell, even prematurely or ahead of schedule, the future sequencing of disposal cells would have to be modified as well. In modifying the sequencing plan, the operator would take into account maintaining a greater distance between active disposal operations and the local neighborhoods. The landfill operator has stated that the design and construction costs for these efforts are estimated to exceed \$5 million.

Noise: For about a week at the end of February, DCD received numerous noise complaints, almost daily, about KCL shooting off an air canon early in the morning, starting around 5:40 AM and repeatedly firing every seven to eight minutes, for almost an hour. Both CCEH and DCD inquired with KCL about this canon noise, to which the operator explained that KCL was no longer using its canon (at the request of the neighbors), but continued the use of the bird whistlers. This was concerning, not only for the noise disturbance, but for firing the canon that early in the morning would violate the COAs regulating the hours of operation. Then the noise complaints stopped. DCD staff later found out it was the property manager for the Safeway shopping center north on Bailey Road, using its own canon to discourage the seagulls.

IV. CONCLUSION

Staff recommends that the CPC accept this status update report on the third permit review for KCL's LUP. The continued meeting for this item will be on July 11, 2018.

Attachment A: 2018 Timeline of Scheduled Improvements at KCL

Attachment B: KCL Odor Mitigation Summary

Attachment C: Wind Direction Data for Odor Complaints in 2018

Attachment D: KCL Phase 2E Design

Attachment E: KCL Gas Collection and Control System

Attachment F: Toe Berm/Mitigation Lift Level Berms

Attachment A

Outline of 2018 Scheduled Improvements and Studies at KCL

Milestone	Status	Targeted Start Date	Targeted Completion Date	Comments
Relocation within Phase 3B1	Completed	--	--	Completed February 2018
Gas Collection & Control System	Installations In Progress	March 2018	May 2018	Completion Date Weather Permitting
Flare Station Upgrades	Design in Progress	March 2018	Summer 2018	Design plans submitted to BAAQMD
Phase 2E Design	Design In Progress	December 2017	March 2018	Design Report to be approved by DCD & RWQCB
Phase 2E Construction	Initial Stages in Progress	March 2018	August 2018	Completion Date Weather Permitting. Construction period of 12 to 16 weeks
Toe Berm/Mitigation Lift Level Berms Feasibility Study	Establishing Parameters of Feasibility Study	Nov/Dec 2018 (After Completion of Phase 2E)	TBD	Resources are dedicated to new Phase 2E and new LFG wells. Study of possible mitigation berms to follow.

Attachment B

Keller Canyon Landfill Odor Mitigation Summary

Since the odors began in October 2016, KCL has put forth a great deal of effort and money towards mitigating any offsite impacts from disposal operations. These include, in part, the following:

1. Conducting routine odor patrols onsite and offsite 2 to 4 times daily. On-going;
2. Investigating all odor complaints received. On-going;
3. Designated staff person responsible for receiving after-hours complaints;
4. Conducted community outreach events with neighbors, with plans to facilitate more in the future;
5. Instructed after-hours security personnel to document any odors detected in their daily log, and to contact KCL staff immediately if any significant events occur after-hours;
6. Correcting any odor sources that may be found onsite immediately, to the extent possible. On-going;
7. Monitoring wind and weather conditions associated with all complaints received. Data sent to County DCD. On-going;
8. Added additional wind monitoring station onsite;
9. Design and installation of additional LFG extraction wells, piping, and capacity to control LFG from site disposal activity. Further expand LFG extraction and control system in 2018;
10. Adjusting cover type and usage, including placement of additional soil, to ensure odors are not being caused by alternate cover materials. On-going;
11. Coordinating with odor consultant (starting in 2016 and continuing to present) and following recommendations for odor misting system purchase, installation and operation using only non-toxic, FDA approved odor neutralizing agents. On-going;
12. Secured funding to design and ultimately construct a new Phase 2E disposal cell far away from any potential offsite receptors with respect to odor, noise, litter or visual impacts;
13. Gained corporate approval to construct new Phase 2E disposal cell in 2018.

In all, by the end of 2018, nearly \$9 million will have been spent to address this issue.

Attachment C

Wind Direction Data for Odor Complaints in 2018

(PDF of Odor Complaint Table Provided in Separate Attachment)

The wind direction data provided in the summary table for 2018 includes wind direction and speed at the approximate dates and times specified in the odor complaint table provided by DCD. The data were obtained from the weather monitoring station installed at the KCL scale house for the period of January 5, 2018 through February 17, 2018 as specified in the odor complaint table.

On the dates and times that odor complaints were noted, wind speed data ranged from a low of 0 mph, a high of 12 mph, with an average of 2 mph. Trends in wind direction data include the following approximate percent composition:

- Winds from the North: 4 percent
- Winds from the South: 54 percent
- Winds from the East: 21 percent
- Winds from the West: 21 percent

Attachment D

Keller Canyon Landfill Phase 2E Design

The design of Phase 2E schedule was accelerated in response to community concerns. The purpose of Phase 2E is to minimize odor, noise, and visibility issues associated with active landfill operations in Phase 3B1. Phase 2E site is located at the farthest and most buffered area within the KCL permitted disposal area. Moreover, efforts are currently underway to reconfigure future disposal fill sequence to keep operations in this more distant buffered area for as long as possible. Design and construction costs for these efforts are estimated to be in excess of \$5.0 million.

Design of Phase 2E was initiated on December 2017 and is expected to be completed in this month. The Design Report is expected to be approved by the San Francisco Bay Regional Water Quality Control Board about 30 days after submittal. Approval by County DCD is expected in the same timeframe. Phase 2E will be situated in the southeast portion of the Extent of Waste Placement (please see Site Map);


Attachment E

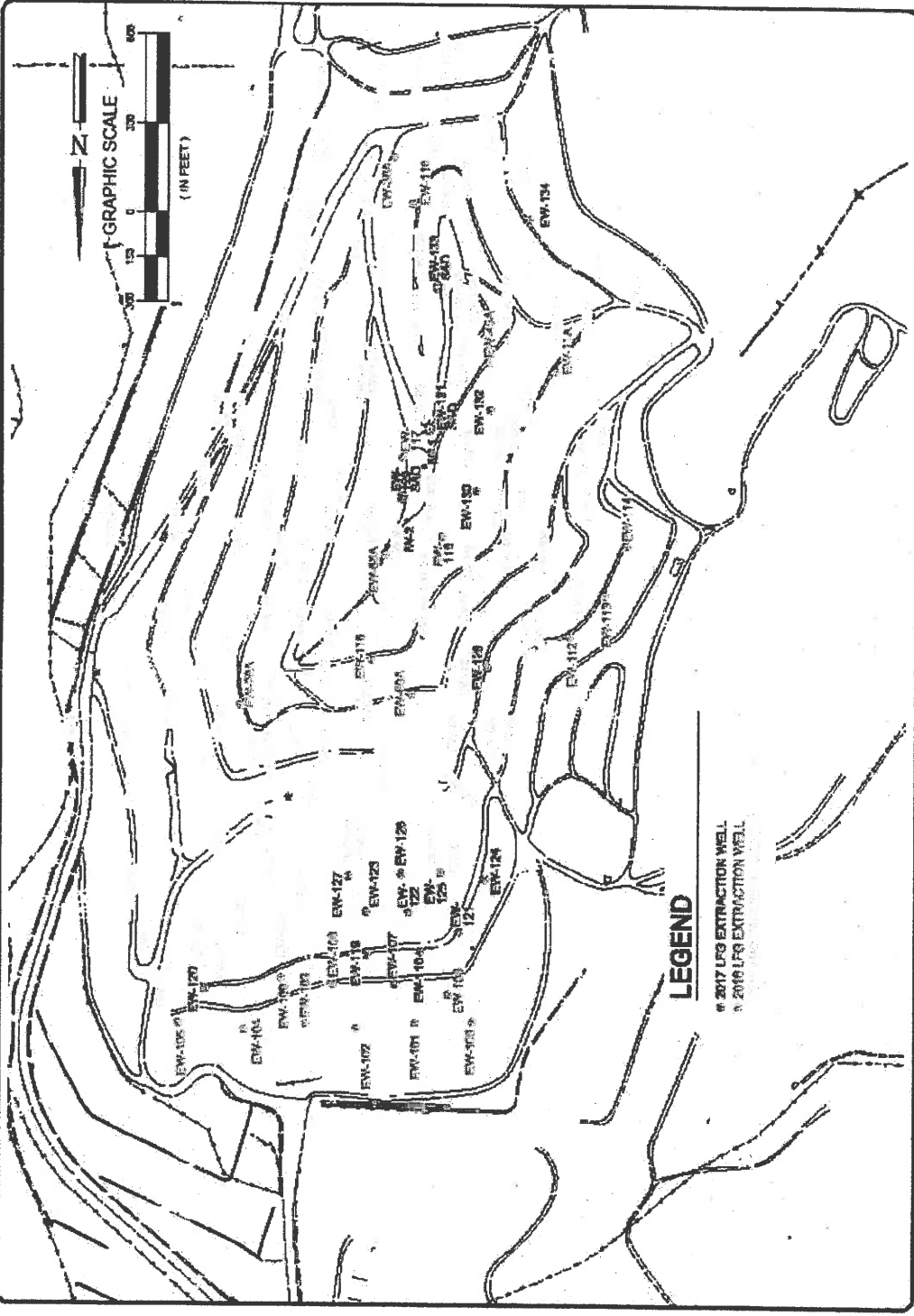
Keller Canyon Landfill Gas Collection and Control System

Republic Services is investing approximately \$ 1.5 million to expand and upgrade the landfill GCCS infrastructure. Upgrades to the flare station (described below) will include about \$1.6 million in improvements separate from the GCCS infrastructure.

- In 2017 twenty-four (24) new wells and associated piping were installed in the vicinity of the active cell Phase 3B1.
- An additional 26 landfill gas extraction wells and associated piping and fittings, will be installed in 2018, mostly in the north and east portion of the landfill, that will help control potential offsite odor migration;
- Well installation is in progress and will continue throughout the spring and summer of 2018 weather permitting;
- Enhancements to the flare station comprising a new flare, blower system, and upgraded electrical system will be installed in 2018. Plans have been submitted to the BAAQMD. Permits are expected in late summer 2018. Upon completion, these upgrades will ensure additional capacity is available for future gas volumes;

The existing GCCS system is shown in the attached figure. Upon completion of scheduled 2018 improvements to the GCCS, the system map will be updated.

 TETRA TECH SAS 1340 Via Vista Drive, Diamond Bar, CA 91765 TEL: 909.840.7777 FAX: 909.840.8017	
KELLER CANYON LANDFILL LANDFILL GAS COLLECTION AND CONTROL SYSTEM PLAN	
SHEET NO. 10 DATE 12/14/17 DRAWN BY J. BROWN CHECKED BY	C:\Users\jbrown\Documents\Projects\KCS\2017\121417\2017-02-24\KCS-10.dwg



Attachment F

Toe Berm/Mitigation Lift Level Berms

A feasibility analysis of design and construction of mitigation/lift level berms and the potential impact on permanent roadways will require a major multi-disciplinary study of site constraints and opportunities. The company has prioritized the design and construction of Phase 2E and GCCS improvements over a feasibility analysis of mitigation/lift level berms. By doing so, the relocation of fill operations to Phase 2E will immediately mitigate impacts currently attributed to fill operations in Phase 3B1. Examples of potential constraints associated with mitigation berm construction include, but are not limited to the following:

- Impacts to the structural stability of the Toe Berm;
- Potential impacts on future stormwater system improvements;
- Impacts to the main LFG 24-inch header located under the paved haul road;
- Construction impacts on the local community and daily operations;
- Short and long-term impacts associated with on-site sourcing/excavation of required soil or the import of soil from off-site sources;
- Potential impacts on the KCL 5 Year Development Plan for future phase development.

Republic proposes to work with DCD on the scoping of the feasibility analysis with intent of better understanding implications of such improvements by the end of 2018.



Department of Conservation and Development

County Planning Commission

Wednesday, July 11, 2018 – 7:00 .P.M.

STAFF REPORT

Agenda Item # _____

Project Title: Keller Canyon Landfill Land Use Permit Review

County File(s): #LP89-2020

Applicant/Owner: Keller Canyon Landfill Company (KCLC) / Republic Services

General Plan/Zoning: Landfill (LF) / Heavy Agricultural (A-3)

Site Address/Location: 901 Bailey Road, Pittsburg – Bay Point area
(APN: 094-060-008, 018, 019, 020 & 021)

California Environmental Quality Act (CEQA) Status: Exempt. This action does not constitute a project since staff is not recommending any new or modified conditions of approval for the existing land use permit (LUP). This permit review and the preparation and proposed acceptance of the staff report are purely administrative in nature and not subject to CEQA per Section 15061(b)(3).

Project Planner: David Brockbank, Senior Planner (925) 674-7794

Staff Recommendation: ACCEPT the fourth staff report prepared for Keller Canyon Landfill's (KCL) third LUP review.
CONSIDER continuing permit review hearing to first County Planning Commission (CPC) meeting in October (three months), to allow the completion of key physical improvements at the landfill (and the assessment of alleged disposal of potentially radioactive material from Hunters Point Naval Shipyard). Staff will determine if additional permit compliance is warranted that may include potential modification(s) to the conditions of approval.

I. BACKGROUND

The CPC continued KCL's third annual LUP review for a third time on January 10, 2018.

The first hearing, held on October 25, 2017, was continued to December 6, 2017, and continued a second time to January 10, 2018. The third continuation in January, to July 11, 2018, included a three month update on April 11, 2018. The first, as well as the second continuance was based on testimony from some of the residents living in the adjacent neighborhood that brought up various issues allegedly to be associated with the landfill, including odor, dust, noise, visual impacts, seagulls, and litter. It was determined at the October 2017 meeting that the CPC wanted more time to further review the issues and give staff time to prepare responses to questions from the CPC and the public. Staff's supplemental staff report in December addressed each of the concerns brought up by the local residents. At the December 2017 meeting, additional residents raised a number of similar neighborhood concerns potentially associated with the landfill. The operator also made a presentation about landfill operations and provided information specific to previous concerns from the public. The CPC Chair then closed the public hearing and the commissioners began deliberations. The item was continued a second time.

Due to the number of complaints about the landfill from the community, the CPC was not prepared to move the KCL permit review on to the Board of Supervisors (Board). The CPC continued the hearing a third time to the first meeting in July. Staff was also directed to prepare a three-month status update in April 2018, informing the CPC and other interested parties about the landfill's progress on a number of possible odor reducing projects including installation of methane gas wells, potentially moving to a new disposal cell one-half mile south, away from the residential neighborhoods. This report serves as the fourth staff report for KCL's third permit review.

II. STATUS UPDATE

Hunters Point Naval Shipyard (HPNS): On April 21, 2018, the San Francisco Chronicle published an article regarding material that may have been sent to KCL back in 2010-2011. The article alleges falsified documentation associated with radiological waste from HPNS that was sent to one or more landfills across the state, including KCL. Contra Costa Environmental Health (CCEH) acting as the Local Enforcement Agency (LEA), and the Department of Conservation and Development (DCD), are working with state and federal agencies in coordination with the landfill operator to investigate if any of the waste material in question was disposed at KCL. If radiological waste was sent to KCL, the investigation will examine if there are potential health concerns for employees and local residents and what, if any, remedial actions are necessary.

At the Board of Supervisor's (Board) direction, County staff prepared a brief report

related to the allegations printed in the newspaper on May 1, 2018. At the end of May, CCEH put out a Request for Qualifications / Proposal in order to contract with a consultant to recommend the most appropriate means of assessing the landfill and surrounding community to detect the presence of any potential radioactive material that may have been disposed at KCL. Staff is expected to return to the Board in early July with an updated report related to progress on hiring expert consultant(s), what additional research may be needed, and share feedback from the community meeting.

At the May 1, 2018 Board meeting, District V Supervisor's Office requested a community meeting be held for residents of Pittsburg and Bay Point, with representatives from applicable federal, state and local agencies on hand to discuss the on-going investigation and future potential testing for radioactive material. CCEH made a brief presentation at the Bay Point Municipal Advisory Council (MAC) meeting on May 1, 2018. CCEH also organized a community meeting held on June 21, 2018, at the Ambrose Community Center in Bay Point. Experts from the Radiologic Health Branch of the state Department of Public Health, US Navy, San Francisco Regional Water Quality Control Board (RWQCB), and other state and local agencies were in attendance to speak and/or answer questions.

Representatives of the Navy and Department of Public Health gave technically detailed presentations on the types of radiation and types of radioactive material found at the HPNS, as well as the detailed process for examining and transporting material offsite. After all the presentations, members of the audience that wrote down questions were answered by the appropriate agency. Once questions were answered, the time remaining was limited for residents to comment and share personal concerns with the landfill and its operations. Generally these comments were more emotional, explaining major concerns about public health and safety.

Odors: Conditions of Approval (COA) #20.2 addresses odor containment, which was specifically cited by the CPC at a previous KCL permit review hearing. However, only the first half of the initial sentence of this condition was quoted, "The landfill operator shall operate the landfill in a manner that prevents odors from being detected off-site," while the second half of the sentence, "...pursuant to Regulations 7-101 and 7-102 of the Bay Area Air Quality Management District (BAAQMD)" was omitted. Those regulations are attached as Exhibit B and refer to handling citizen complaints. The Odor Containment condition, nor the authors of the LUP envisioned a landfill without odors, but rather established a system and process for handling odor complaints. The operator would also use best management practices (BMPs) to minimize odors from migrating off-site, which is cited in the second paragraph of the COA.

The landfill operator has initiated several BMPs to address odors potentially migrating off-site. Again, those include contracting with odor experts, installing odor suppression devices, and monitoring/inspecting potential on-site sources like the leachate tanks, as well as conducting regular odor investigations on- and off-site. Several members of KCL's staff are on the list of recipients for all odor complaints submitted through the County website; because of this, the landfill operator is made aware of complaints as soon as they are submitted to the County. Since the last permit review status update presented on April 11, 2018, only three odor complaints were submitted through the County's on-line system with the following monthly breakdown:

April 2018: 2 complaints

May 2018: 1 complaints

June 2018: zero complaints

Odor complaints were less frequent in the prior 26 years of the landfill's existence, but the dramatic increase in complaints is likely due to the location of the disposal cell being the closest to the residential neighborhood(s) than ever before. This was compounded by the disposal of anaerobic material that came from West County in this close proximity to sensitive receptors, and creating the online complaint form made issuing complaints easier.

At the January 10 meeting, the CPC requested staff to research other landfills and solid waste facilities to determine what other facilities have used or are using to address odor issues. For the April CPC update, staff spoke with other regulatory agency inspectors and asked what other landfills, compost facilities, and transfer stations, used or implemented for odor issues. The reason staff turned to other regulatory agencies was that inspectors monitor multiple sites and multiple facilities, not just one landfill or transfer station. Inspectors review a range of facilities from large-scale operations similar to KCL, to smaller organics processing facilities, and more in between.

During the April permit review update, the CPC reiterated for staff to research the effectiveness of installing tree lines/breaks to mitigate odors, and look at industry associations such the Solid Waste Association of North America (SWANA). SWANA is a paid membership association, made up of primarily private industry (companies/facilities). Although the County is not a member, staff searched the site for odor mitigations and then specifically landfill odors, with limited access. Transfer stations can effectively control odor by closing their large bay doors. Landfills do not

operate inside enclosed buildings; landfills close at the end of the day by adding daily cover or alternative daily cover, which KCL is required to do for vector control, litter control and odor management, under the land use permit and Solid Waste Facility Permit (SWFP). Staff's limited research on the SWANA site provided access to descriptions, programs, and industry awards (pdf files) for solid waste processing facilities across the Country. The common effective tools for odor management include:

- A. Landfill gas (LFG) extraction system, use of vertical LFG wells;
- B. Converting or burning excess LFG through power plant or flares;
- C. Using odor control / minimizing system (e.g. misters) at the active face; and
- D. Application of Daily cover or Alternative Daily Cover. Staff has attached SWANA's T-9.2 Technical Policy about Daily Cover, specifically six-inches of compacted soil (Exhibit C).

The above common practices (A. – D.) utilized amongst landfills is what KCL is already using. Staff could not find any landfill odor BMPs that included the planting of trees. Staff reached out to several local arborists. The few that responded to staff's inquiry, none had experience working in a landfill setting, but they all provided similar feedback noting that certain trees in local climate zones could be used effectively as wind breaks. One example is the Italian Cypress tree, which has very dense foliage, but is also very narrow, and requires numerous trees to be effective over a long distance.

Without some conclusive evidence establishing that a tree break will solve the odor issue, staff is not prepared to recommend any tree break requirements be imposed at this time. Staff's research has reinforced the validity of previously suggested actions as the most likely effective odor mitigation and control strategy, which relies on proven methods, including relocating the disposal cell one half mile further from the nearest residences. Although KCL has not received written approval to construct Phase 2E, at the time this staff report was written, the Design Report is completed and being reviewed. Weather permitting, active disposal of waste should begin in the new cell by September at the latest, before the rainy season. Attachment A is an updated list of those projects that staff provided the CPC in April, with an associated timeline that includes start and completion dates.

Litter: Since late April to the end of June this year, five litter complaints were submitted to the Local Enforcement Agency (LEA) and/or DCD. Staff investigated the litter complaints and forwarded the complaints to the operator to address on-site clean-up.

Four of the complaints could not be confirmed, as no litter appeared to be blowing off site or through the neighborhood, as described by complainant. The June 11, 2018, complaint was evidenced through photos of several plastic bags stuck against the property line fence of the landfill and a local residence. Landfill personnel removed those bags along with others found at the terminus of Jacqueline Drive on June 13, 2018.

The operator regularly maintains a litter crew onsite to clear debris from the litter fences, but also collects litter from the buffer areas (open hillsides surrounding the disposal area). On windy days, the operator will increase the size of the litter crew as needed. It is known that this area of the County, especially near the landfill, experiences regular high winds. High wind speeds along with the transportation and disposal of municipal solid waste can make it challenging to control litter. The landfill operator is responsible for controlling and containing the litter so staff from the LEA and DCD will continue to work with the operator to best address the issue. When staff receives a litter complaint, we forward that complaint to the operator and the LEA follows up with the complainant as well.

Visual: The operator has moved up the scheduled construction of disposal cell Phase 2E, rather than waiting until the end of 2019 to move away from the current active disposal cell, Phase 3B1 cell. Staff also reported at the April permit status update, Phase 2E cell is approximately 0.5 miles south of Phase 3B1. This distance provides a larger buffer between active disposal activity and the closest residences. Relocating the disposal activity to Phase 2E will address three primary concerns: odor issues, excessive noise, and reduce visible landfill operations. Trucks entering and leaving the landfill may still be visible; this impact may be addressed with the design and construction of mitigation berms and further build-out of the Toe Berm. Once active disposal moves to Phase 2E, the operator can continue working to increase the height of the Toe Berm per design and start constructing mitigation berms. Building up the Toe Berm and installing new mitigation berms will also help to minimize future odor, noise, and visual impacts.

Noise: Staff has not received any noise complaints about the landfill since March 2018.

IV. CONCLUSION

Staff recommends that the CPC accept this fourth staff report on the third permit review for KCL's use permit, and continue the permit review to the first CPC meeting in October 2018, to review and assess alleged disposal of potentially radioactive material from Hunters Point Naval Shipyard.

- Exhibit A: 2018/19 Timeline of Scheduled Improvements at KCL
- Exhibit B: BAAQMD Regulation 7 of Odor Containment COA #20.2
- Exhibit C: SWANA's T-9.2 Technical Policy

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EXHIBIT A

CPC – July 11, 2018

Milestone	Status	Targeted Start Date	Targeted Completion Date	Comments
Gas Collection & Control System	26 New Methane Gas Wells Installed	March 2018	May 2018	Newest extraction wells online and functioning per design.
Replacement Flare Station Upgrades	Design in Progress	Autumn 2018	Spring / Summer 2019	Electrical Upgrade Complete. Blower skid being fabricated and installed September 2018, providing greater landfill gas collection capacity. BAAQMD reviewing emission calculations.
Phase 2E Design	Design Complete and Report submitted, April 2018.	December 2017	April 2018	Awaiting confirmation of RWQCB Approval.
Phase 2E Construction	Grading Complete and Liner System installation is underway.	March 2018	August/September 2018	Construction period approximately 18 weeks, weather permitting.
Toe Berm / Mitigation Lift Level Berms Feasibility Study	Talking to consulting engineers, establishing parameters of feasibility study.	Autumn 2018	November / December 2018	Fiscal year resources dedicated to new Phase 2E construction. Study of Toe / Mitigation berms to follow.
Toe Berm / Mitigation Berm Construction	Studying construction of mitigation berms, increasing height of Toe Berm.	Spring 2019	Autumn 2019	Weather permitting.

**REGULATION 7
ODOROUS SUBSTANCES****7-100 GENERAL**

7-101 Description: This Regulation places general limitations on odorous substances and specific emission limitations on certain odorous compounds. A person must meet all limitations of this Regulation, but meeting such limitations shall not exempt such person from any other requirements of the District, state or federal law. See also Rule 1, Sulfur Dioxide and Rule 2, Hydrogen Sulfide, of Regulation 9, Inorganic Gaseous Pollutants.

7-102 Citizen Complaints: The limitations of this Regulation shall not be applicable until the APCO receives odor complaints from ten or more complainants within a 90-day period, alleging that a person has caused odors perceived at or beyond the property line of such person and deemed to be objectionable by the complainants in the normal course of their work, travel or residence. When the limits of this regulation become effective as a result of citizen complaints described above, the limits shall remain effective until such time as no citizen complaints have been received by the APCO for 1 year. The limits of this Regulation shall become applicable again when the APCO receives odor complaints from five or more complainants within a 90-day period.
(Amended May 21, 1980)

Condition of Approval

20.2 Odor Containment. The Landfill operator shall operate the Landfill in a manner that prevents odors from being detected off-site, pursuant to Regulations 7-101 and 7-102 of the Bay Area Air Quality Management District. If odors are reported to Contra Costa Environmental Health, or reports are relayed from the Bay Area Air Quality Management District, the Department of Conservation and Development or Contra Costa Environmental Health may require additional physical improvements or management practices as necessary to alleviate the problem. Contra Costa Environmental Health shall have the authority to cease disposal at a particular area of the Landfill, to control odors. A small daily working face (3 acres or less) shall be maintained. The leachate treatment system shall be enclosed and properly maintained to control odors from leachate. The landfill gas collection system and flare shall utilize BACT to reduce landfill gas as a source of toxics and odor.

The Landfill operator shall implement Best Management Practices of the industry to minimize odors from operations and emissions from equipment. If the operator is contacted about odors being detected off-site, the date, time and description of the odor complaint shall be logged and investigated promptly to expedite implementation of any necessary corrective action by the landfill operator. The Landfill operator shall contact Contra Costa Environmental Health or the Bay Area Air Quality Management District at minimum of once per year to obtain any information possible about odor complaints received by each agency. Any odor complaints received by the Landfill operator, Contra Costa Environmental Health or the Bay Area Air Quality Management District shall be included in the annual Activities Report required under the Landfill's Franchise Agreement unless otherwise specified by the Director of Conservation and Development. The landfill operator shall provide a means for receiving after hours odor complaints. Complaints shall be promptly investigated (after hours investigations required if/when multiple after hours complaints received on the same day or on multiple consecutive days) to identify whether the source of the odor is on the landfill site, in which case the problem should be corrected in a timely manner. A response to the person lodging the complaint shall be made within 48 hours and copied to the Department of Conservation and Development, detailing the problem and remedial action taken.

T-9.2
SWANA TECHNICAL POLICY

ALTERNATIVE DAILY COVER MATERIALS FOR SANITARY LANDFILLS

I. POLICY

SWANA supports the appropriate use of field proven alternative daily cover materials (ADCs) for sanitary landfills. Such usage should be based on site-specific characteristics of each disposal site and applicable provincial, state or local government rules and regulations. The use of ADCs, as a substitute for compacted soil, should be based upon economic analysis, performance of the ADC material to provide protection of human health and environmental quality under specific site conditions and other complementary management practices which achieve comparable results similar to that of soil.

II. DISCUSSION

A. The Value of Daily Cover

In sanitary landfill design and operation, daily cover of six (6) inches [15 centimeters]* of compacted soil has been the standard of practice for well over 30 years. Soil cover continues to be used extensively today. The use of 6" of compacted soil as daily cover was adopted based on the understanding that six (6) inches of compacted soil cover represents the practical minimum depth that can be placed over solid waste to prevent the emergence of adult flies from the landfilled solid waste mass. When implemented properly, this practice achieves a basic objective of protection of human health. Albeit, six (6) inches of compacted soil daily cover also provides several other beneficial functions as follows:

1. **Additional vector control** - six (6) inches of compacted soil reduces available breeding sites for mosquitoes and discourages solid waste from serving as an attractant to domestic/feral and wild animals.
2. **Fire control** - six (6) inches of compacted soil reduces the potential for, and movement of, fires within a landfill.
3. **Litter control** - six (6) inches of compacted soil helps to control blowing litter.
4. **Odor control** - six (6) inches of compacted soil serves as an odor barrier/or filter for odors emanating from solid waste.
5. **Aesthetics** - six (6) inches of compacted soil covering at the end of each working day, or more frequently, improves the aesthetics for site users and neighbors. Further, daily cover reinforces the perception of a sanitary landfill as opposed to open dumps.

6. **Run-on/Run-off** - six (6) inches of compacted soils serves to reduce the infiltration of storm water run-on into the filled mass of solid waste and helps to increase run-off of precipitation.

* Hereafter in the text, the use of the term *6 inches* is also meant to represent *15 centimeters*.

B. Further Considerations

Advancements in the field of solid waste management has led to the emergence of daily cover materials other than six (6) inches of compacted soil. These materials include composted green wastes, foam, tarps, shredded tires, shredded C&D wastes, and certain industrial materials to mention a few. The end result is that a wide range of products, materials and operational practices have been introduced as alternate daily cover (ADCs).

Locally available materials, local climatic conditions and site specific characteristics will guide what ADCs will and will not work at a particular site. It will take a significant amount of experience on the part of a landfill manager to determine whether a particular ADC will work at their specific site. Landfill managers should collect data, meet with regulators, talk with their peers, and pilot test the use of ADCs before deciding on its use in lieu of traditional compacted soil cover. SWANA will continue its efforts to provide to its Membership information and research results on suitable ADCs to landfill managers and others to make this decision process easier.

Other issues specific to ADCs include:

1. **Six inches of compacted soil uses up valuable space in a landfill:** Landfills are in the business of utilizing space. Efforts to maximize the use of space should be explored. Arguments are presented that the use of six (6) inches of compacted soil as daily cover consumes up to 20-25 percent of the space in a landfill. Whether this is the case or not is a site specific circumstance. Some suggest that six inches of compacted soil daily cover merely fills the voids in the solid waste mass, and when buried with sufficient amounts of solid waste does not significantly reduce the volume available for solid waste. However, solid waste that is adequately compacted to densities in excess of 1400 pounds per cubic yard [830 kilograms per cubic meter] may not have a significant volume of voids. SWANA believes further study may be worthwhile to determine the actual impact the use of six inches of compacted soil daily cover on landfill capacity.
2. **Soil can be very expensive:** When landfill owners/operators do not have sufficient soil on-site for daily cover and must purchase and import cover materials, it can represent significant increased operating costs. Hauling cover from off-site also increases traffic, road wear and tear, increased fuel consumption and increased air emissions. Alternate daily cover materials, which may be less expensive than importing soil to a site, could significantly reduce the overall operating costs for landfill operations.



Department of Conservation and Development
County Planning Commission
Wednesday, October 24, 2018 – 7:00 .P.M.

STAFF REPORT

Agenda Item # 2a.

Project Title:	Keller Canyon Landfill Land Use Permit Review
County File(s):	#LP89-2020
Applicant/Owner:	Keller Canyon Landfill Company / Republic Services
General Plan/Zoning:	Landfill (LF) / Heavy Agricultural (A-3)
Site Address/Location:	901 Bailey Road, Pittsburg – Bay Point area (APN: 094-060-008, 018, 019, 020 & 021)
California Environmental Quality Act (CEQA) Status:	Exempt. This action does not constitute a project since staff is not recommending any new or modified conditions of approval for the existing land use permit (LUP). This permit review and the preparation and proposed acceptance of the staff report are purely administrative in nature and not subject to CEQA per Section 15061(b)(3).
Project Planner:	David Brockbank, Senior Planner (925) 674-7794
Staff Recommendation:	RECOMMEND that the Board of Supervisors accept the permit review reports for the Keller Canyon Landfill LUP. (See Section II for Full Recommendation)

I. BACKGROUND

The County Planning Commission (CPC) continued Keller Canyon Landfill's (KCL) third annual LUP review for a fourth time on July 11, 2018. The first hearing, held on October 25, 2017, was continued to December 6, 2017, and continued a second time to January 10, 2018. The third continuation in January, to July 11, 2018, included a three-month update on April 11, 2018. The first, as well as the second continuance, was based on testimony from some of the residents living in the adjacent neighborhood that brought up various concerns associated with the landfill, including odor, dust, noise, visual impacts, seagulls, and litter. It was determined at the October 2017 meeting

that the CPC wanted more time to further review the issues and give staff time to prepare responses to questions from the CPC and the public. Staff's supplemental staff report in December addressed each of the concerns brought up by the local residents. At the December 2017 meeting, additional residents raised a number of similar concerns. The operator also made a presentation about landfill operations and provided information specific to previous concerns from the public. The CPC Chair then closed the public hearing and the commissioners began deliberations. The item was continued a second time.

Due to the number of complaints about the landfill from the community, the CPC was not prepared to move the KCL permit review on to the Board of Supervisors (Board). The CPC continued the hearing a third time to July 11, 2018. Staff was also directed to prepare a three-month status update in April 2018, informing the CPC and other interested parties about the landfill's progress on a number of possible odor reducing projects. Those projects included installing methane gas capture wells, working to move disposal activities to a new cell located one-half mile south and away from the residential neighborhoods. Staff recommended the fourth continuance in July in order for the landfill operator to complete the odor reducing projects, namely the construction of the new disposal cell. This report serves as the fifth staff report for KCL's third permit review.

II. RECOMMENDATION

- A. CONSIDER the information presented in the October 25, 2017, staff report, its Exhibit D – Compliance Table, as well as the staff reports from December 6, 2017, January 10, 2018, April 11, 2018, July 11, 2018, and this report to provide appropriate background and context necessary to satisfy Parts I and II of the 1995 Permit Review Criteria approved by the Board of Supervisors for KCL's Land Use Permit (File #LP89-2020).
- B. RECOMMEND that the Board of Supervisors ACCEPT this permit review report, in its entirety, prepared by staff for the KCL Land Use Permit, pursuant the 1995 Board approved Permit Review Criteria.
- C. RECOMMEND staff continue to work with the landfill operator on key milestones identified in Exhibit A, concurrent with the ongoing assessment of alleged disposal of potentially radioactive material from Hunters Point Naval Shipyard.

- D. RECOMMEND that the Board of Supervisors continue this permit review and DIRECT staff to return to either the Board or the CPC in late April 2019, to provide an update regarding progress on milestones and overall status of COA compliance.

III. STATUS UPDATE

Hunters Point Naval Shipyard (HPNS): On April 21, 2018, the San Francisco Chronicle published an article regarding material that may have been sent to KCL back in 2010-2011. The article alleges falsified documentation associated with radiological waste from HPNS that was sent to one or more landfills across the state, including KCL. Contra Costa Environmental Health (CCEH) acting as the Local Enforcement Agency (LEA), and the Department of Conservation and Development (DCD), are working with state and federal agencies in coordination with the landfill operator to investigate if any of the waste material in question was disposed at KCL. If radiological waste was sent to KCL, the investigation will examine if there are potential health concerns for employees and local residents and what, if any, remedial actions are necessary.

At the Board's direction, County staff prepared a brief report related to the allegations printed in the newspaper on May 1, 2018. At the end of May, CCEH put out a Request for Qualifications / Proposal (RFQ/P) in order to contract with a consultant to recommend the most appropriate means of assessing the landfill and surrounding community to detect the presence of any potential radioactive material that may have been disposed at KCL. During the May 1, 2018, Board meeting, District V Supervisor's Office requested a community meeting be held for residents of Pittsburg and Bay Point, with representatives from applicable federal, state and local agencies on hand to discuss the on-going investigation and future potential testing for radioactive material. CCEH organized a community meeting held on June 21, 2018, at the Ambrose Community Center in Bay Point. Experts from the Radiologic Health Branch of the state Department of Public Health, US Navy, San Francisco Regional Water Quality Control Board (RWQCB), and other state and local agencies were in attendance to speak and/or answer questions.

Over the course of six weeks, between the end of July through early September, the County conducted a solicitation process. This involved staff collaborating with the City of Pittsburg, the landfill operator, and a representative of the local community to review the RFQ/Ps received by CCEH and interviewing the qualified consultants. After some follow up inquiries were made, and responses received, a potential consultant was selected. The County intends to enter into a contract with the chosen consultant, subject to Board approval.

Odors: The landfill operator initiated several best management practices (BMPs), which started last spring, to address odors potentially migrating off-site. The operator has contracted with odor experts, installed odor suppression devices, and routinely monitors/inspects potential on-site sources, such as leachate tanks, as well as conducting regular odor investigations on- and off-site in response to complaints. Several members of KCL's staff are on the list of recipients for all odor complaints submitted through the County website, ensuring that the landfill operator is made aware of complaints as soon as they are submitted to the County. Since the last status update presented on July 11, 2018, eight odor complaints were submitted through the County's on-line system with the following monthly breakdown:

July 2018: 2 complaints

August 2018: 6 complaints

September 2018: zero complaints

During this third permit review, the CPC requested staff to research other landfills and solid waste facilities to determine what other facilities have used or are using to address odor issues. During the April and July permit review updates, the CPC requested staff to continue researching the effectiveness of installing tree lines/breaks to mitigate odors. Staff discovered a feasibility assessment of installing physical barriers to contain dust/odors at Sunshine Canyon Landfill (SCL) in Southern California. Republic Services (Republic) in March 2017, (attached as Exhibit B), authored this feasibility assessment. As part of an enforcement action issued by the local Southern California air district, Republic researched using vegetative and physical barrier systems to address odor and dust issues at the landfill. It was found that vegetative barriers such as tree-lined windbreaks of either single row or multiple rows of varied species may be effective in controlling windblown dust. Physical barriers such as earthen berms would be more effective addressing odor and visual impacts. The SCL used a combination of odor/dust BMPs that included the planting of trees on top of physical berms. Approximately 1,000 trees were planted along several earthen berms engineered near the entrance to the landfill to offset potential dust, visual, and odor impacts. The assessment states that using a combination of strategically placed earthen berms and a vegetation barrier did can enable air mixing for potential odor dispersion.

Vegetative Barrier: Under COA #20.2 – Odor Containment – DCD may require additional physical improvements or management practices as necessary to alleviate odor problems. Condition of approval #22.4 – Mitigation Berms – require the landfill developer to install landscaped mitigation berms (lift-level berms) in areas visible off

the landfill site to address visual quality. It is possible that planting a vegetative windbreak on a mitigation berm could be required without modifying the LUP. However, before moving forward in directing the construction of such improvements, several vegetation related factors should be considered in collaboration with CCEH and the landfill operator, including the following:

- Consulting / hiring a certified arborist;
- Assessing different species susceptibility to disease/pests, growth rates, suitability in/near landfill environment;
- Planting a single row versus multiple rows of mixed trees;
- Soil analysis;
- Adequate on-site irrigation

Planting a sizable vegetative windbreak consisting of multiple rows of trees will need proper irrigation and will most likely require connecting to municipal water as existing well water will not be a sufficient source. Bringing municipal water to the landfill site will necessitate the City of Pittsburg's involvement and authorization.

Extending Permit Review: The landfill operator and staff have agreed it would be best to extend this permit review through next year. Due to community concerns raised throughout this permit review, staff is recommending the following course of action before moving on to holding permit reviews every three years. The District V Supervisor has expressed interest in hearing staff update the full Board on the state of this third permit review. Staff anticipates new direction will likely be given to extend the permit review, potentially involving a referral back to the CPC after providing some time for staff to monitor the implementation of milestones outlined in Exhibit A, as well as for continued COA compliance. Therefore, it is staff's recommendation to extend the permit review and have staff report back to either the Board or CPC in late April 2019. The late April 2019 date was chosen because it will be after the winter season, which has been when the majority of odor complaints were submitted to the County and the Bay Area Air Quality Management District (BAAQMD) in the past two years. Staff's goal between the time of receiving new direction from the Board and the late April 2019 continuance is to monitor the effectiveness of recent improvements for odor mitigation, before determining the potential need to add or modify conditions in the LUP.

Litter: In late July, after the last permit review update, three litter complaints were submitted to the LEA and/or DCD. Staff investigated the litter complaints and forwarded the complaints to the operator to address on-site clean-up. The complaints

could not be confirmed, as the submitted photo evidence did not show litter blowing off site or through the neighborhood.

The operator regularly maintains a litter crew on-site to clear debris from the litter fences, but also collects litter from the buffer areas (open hillsides surrounding the disposal area). On windy days, the operator will increase the size of the litter crew as needed. It is known that this area of the County, especially near the landfill, experiences regular high winds. High wind speeds can make it challenging to control litter. The landfill operator is responsible for controlling and containing the litter on-site and are required to remove litter from the litter fences daily. Since the LEA and the operator already receive email notifications of odor complaints through the County's online complaint form, DCD staff is exploring potential for modifying the online complaint form to provide for submittal of litter complaints. Additionally, the complaint form may use a feature that allows for the uploading of digital photos. Staff hopes to implement these modifications before the end of the year. Meanwhile, staff will continue to work with the operator to address any litter issues. If staff receives a litter complaint not related to odor, we will forward that complaint to the operator and the LEA, and respond to the complainant as well.

Visual: The operator accelerated the scheduled construction of disposal cell Phase 2E, to move away from the previous disposal cell, Phase 3B1 cell, where the anaerobic compost material was disposed. Construction of Phase 2E was completed in August of this year. The new cell started being used for disposal in the middle of September. Relocating from Phase 3B1 to Phase 2E increases the distance between the nearest residential neighborhood and the active disposal cell by approximately 0.5 miles. Moving the disposal activity further from sensitive receptors should address odor issues, potential noise impacts, and active landfill operations. Trucks entering and leaving the landfill continue to be visible along the main access road.

Condition #22.3 – Toe Berm – shall be designed to screen the access road, while COA #22.4 – Mitigation Berms – are intended to screen landfill disposal activities. Now that active disposal moved to Phase 2E, the operator can focus on the feasibility study for increasing the height of the Toe Berm per design, and examine the placement of future mitigation berms. Per attached Exhibit A, the 2018/19 Timeline of Scheduled Improvements has been updated to include an extra milestone of developing engineering design plans for future berms required to mitigate visual impacts. Building up the Toe Berm and installing new mitigation berms will also help to minimize future odors, noise, and dust impacts. Extending this permit review will also allow time for the operator to provide updates and continue working on the key

2018/19 improvement milestones while staff continues monitoring effectiveness of recent installations and overall COA compliance. Having staff report back in late April 2019 will keep the public and local community apprised of progress at the landfill.

Noise: Staff has not received any noise complaints about the landfill since March 2018.

IV. CONCLUSION

Staff recommends that the CPC accept this fifth staff report on the third permit review for KCL's use permit, and recommends taking the report(s) to the Board for an update.

Additionally, staff recommends the CPC request that the Board of Supervisors to continue this permit review and direct staff to report back to the CPC or Board in late April 2019.

Exhibit A: 2018/19 Timeline of Scheduled Improvements at KCL

Exhibit B: Assessment of the Feasibility of Installing Physical Barriers and or Dust/Odor Containment Structures – March 2017

EXHIBIT A*CPC – October 10, 2018*

Improvement Milestone	Status	Targeted Start Date	Targeted Completion Date	Comments
Gas Collection & Control System	COMPLETE	March 2018	May 2018	26 New methane gas extraction wells online and functioning per design.
Replacement Flare Station Upgrades	Electrical Upgrade COMPLETE. Building permit In Progress	Autumn 2018	Spring / Summer 2019	Blower skid being fabricated, and under building permit review. This will provide greater landfill gas collection capacity. BAAQMD reviewing emission calculations.
Phase 2E Design	COMPLETE	December 2017	April 2018	Design Report submitted in December 2017, and approved in April 2018 by RWQCB.
Phase 2E Construction	COMPLETE	March 2018	August/September 2018	RWQCB and County approved in August 2018. In use starting September 2018.
Toe Berm / Mitigation Lift Level Berms Feasibility Study	In Progress	Autumn 2018	December 2018 / January 2019	Fiscal year resources dedicated to new Phase 2E construction. Study of Toe / Mitigation berms to follow. Requires assessment of future berm plans compared to phasing plan.
Berm Engineering Design Plans	PLANNED	January 2019	Spring 2019	To be started while Feasibility Study is under County review. The Engineering Design Plans require review and approval of DCD in accordance with COAs 22.3 - 22.4
Berm Construction	PLANNED	Summer 2019	Autumn 2019	Construction of mitigation berms completion date dependent on permissible weather. Increasing height of Toe Berm is a phased project.

ASSESSMENT OF THE FEASIBILITY OF INSTALLING PHYSICAL BARRIERS AND OR DUST/ODOR CONTAINMENT STRUCTURES

SUNSHINE CANYON LANDFILL

MARCH 2017



PREPARED BY

Republic Services
Sunshine Canyon Landfill
14747 San Fernando Road
Sylmar, California 91342

1.0 BACKGROUND

This report addresses Condition 16 of the Abatement Order (Case 3448-14) (Abatement Order) issued by the South Coast Air Quality Management District (SCAQMD) on December 15, 2016 to Browning Ferris Industries of California, Inc. (BFIC) for the Sunshine Canyon Landfill (SCL). SCL, located in Sylmar, California, is wholly-owned and operated by BFIC.

Condition 16 of the Order states the following:

“Respondent shall submit to the District, within ninety (90) days of the issuance of this Order, an assessment on the feasibility of installing physical barriers and or dust/odor containment structures. The assessment shall include an estimated timetable for improvements at the entrance road, including consideration of a large physical visual berm lined with trees along the final realigned access road along with other physical barriers (or containment systems) that can serve as a physical barrier to mitigate odors (e.g., controlled air movement, creating additional air turbulence or dispersion along odor travel pathways, additional odor adsorption)”.

2.0 SUNSHINE CANYON LANDFILL SITE AND ENVIRONS

The Sunshine Canyon Landfill (SCL) is an operating Class III municipal solid waste sanitary landfill located partially within the Sylmar area of the City of Los Angeles and partially within the unincorporated area of Los Angeles County (Figure 1).

The site property comprises 1,036 acres. The current operating permit for the combined City/County Landfill site encompasses 363 active acres for disposal with 178 acres in the County, and 185 acres in the City. In addition to the active permitted landfill areas on the site, there are two closed waste management units (WMU) on the City side comprising of approximately 86 acres. The two WMU’s were closed in late 1990’s with a final cover system constructed per the regulations in effect at the time of closure.

FIGURE 1 - Sunshine Canyon Landfill Vicinity and Environs



A gas collection and control system (GCCS) is operating on all active and closed units at the landfill site. This system employs over eight hundred landfill gas wells and miles of collection piping to serve four enclosed flare units for methane oxidation. There is also a 22.5 megawatt landfill-gas-to-energy plant (LFGTE) which combusts approximately 8,300 standard cubic feet per minute (SCFM) of methane gas.

The landfill is situated southwest of the Newhall Pass, in the northern corner of the San Fernando Valley, in a box canyon which opens to the south within the community of Sylmar, and just east of the community of Granada Hills (both communities situated in City of Los Angeles proper). The landfill mound is situated within the box canyon and is visually blocked from view of Granada Hills by a ridge line running northwest-southeast north of Balboa Avenue (herein called the 'Southern Berm').

As of the date of this report, active landfill operations occur on 156 of the 178 acres of the County portion of the site, and 85 of the 195 acres on the City portion of the site. Landfilled

areas that are closed with final cover in place total 155 acres (138 acres for City South and 17 acres for City North).

3.0 METEOROLOGICAL AND OPERATING CONDITIONS

3.1 Meteorological Conditions

A meteorological study was prepared in 2011 by Environ International Corporation of Novato, California and eta-Partners of Groton, Massachusetts. This study was conducted in response to a prior Abatement Order (Case 3448-13).

The goal of the meteorological study was to “gain sufficient understanding of the flow patterns around the landfill to allow the design of mitigation measures that will ultimately improve control of odors from the landfill”.

The report concluded:

“Based on all local, mesoscale and synoptic meteorological analyses conducted in this study, we have developed the following conceptual model of the odor transport couple between Sunshine Canyon Landfill and the residential neighborhoods to the south:

- Calm, stagnant or weakly forced flows set up over Southern California;
- A weak to moderate Santa Ana condition may form, in which a shallow surface flow moves south from the Antelope Valley and accelerates through the Newhall Pass;
- Odor events are most common during clear conditions in which radiative cooling of the local terrain generates drainage flows that augment the northerly [sic] flow through the pass;
- Nocturnal cooling maintains a vertically stratified environment, but northerly winds likely increase mixing via mechanical turbulence and direct odors directly southward and down arroyos to residential areas;
- The subsiding cool air from the Landfill pools in the Van Gogh “pocket”, thereby inhibiting mixing or evacuation of odors;
- This stable flow regime is at maximum strength in the morning and together with increased population activity during 6-10 AM leads to a surge in odor complaints”.

The meteorological study identifies two distinct travel pathways for possible odor conveyance from the site:

Pathway 1: when aided by a north wind, air travels over City South Landfill unit, crosses a natural separating ridgeline (the Sunshine Canyon “Berm”) at elevations 1720 to 1780 above mean sea level (MSL), and then ultimately pools by inversion in some residential areas of Granada Hills North.

Pathway 2: under normal stagnant flow, with nighttime cooling, air drains south along the Sunshine Canyon bottom and ultimately exits the facility in the vicinity of the entry gate on San Fernando Road and low areas along the Interstate 5/State Route 14 freeway junction.

FIGURE 2 - EXCERPT FROM METEOROLOGICAL STUDY [2] IDENTIFYING TRANSPORT PATHWAYS

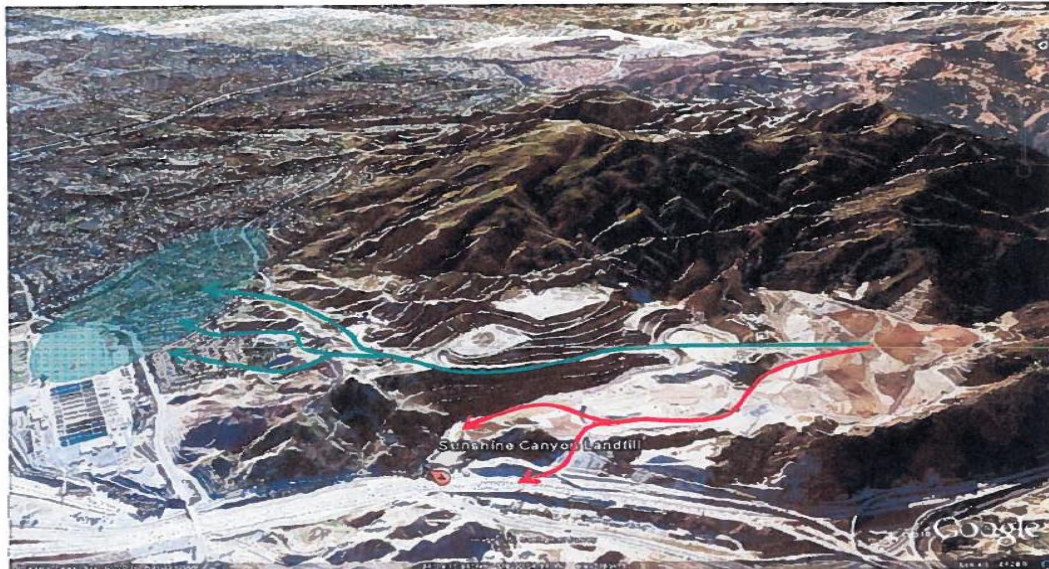


Figure 22. Schematic depiction of the conceptual model describing transport paths under two statically stable (nocturnal) scenarios: (green) moderate northerly wind regime moving air directly south and channeling down arroyos to the south of the Sunshine Canyon “Berm”, ultimately pooling in the Van Gogh area of Granada Hills North; (red) weak/calm wind regime dominated by slower drainage flow that channels odors along the floor of Sunshine Canyon and out to the I-5 corridor. For illustration purposes the center of the landfill was used for this schematic but it is not intended to represent a known emission point. The model used for these pathways is strictly conceptual and will be refined during remaining work tasks.

3.2 Current Operating Conditions

Current operating conditions at the site occur in three distinct areas: County deck areas; City/County unit CC3B Part 2 liner fill which is presently occurring from 1680 to 1820

MSL; and new operations that will begin in CC4 Part 1 in April 2017 at starting elevation of 1570. Based on the meteorological study, operations which occur at higher elevations pose potential for migration of odors to both meteorological pathways, whereas lower operating elevations would typically pose odor migration primarily to Pathway 2.

4.0 EXISTING ODOR AND DUST CONTROL MEASURES

4.1 Existing Odor Control Measures

This section presents the odor control measures that are currently in use at SCL. Landfills employ operational techniques and engineered systems to control gas emissions and associated odors at the site. At SCL the following techniques and systems are in place:

4.1.1 Operations

- Waste operational areas are covered nightly with either the approved alternative daily cover (ADC) or 9 inches of compacted soil cover;
- Odor neutralizer is sprayed at the active disposal area downwind of the activity with dust suppressor equipment;
- An odorous load management practice is in place to handle odorous loads expeditiously or reject loads that are considered too odorous to accept;
- Surface emission monitoring is conducted at the landfill on a monthly basis in accordance with regulatory requirements. Areas of exceedance are responded to with additional soil cover and/or adjustments to the wellfield to promote additional collection of the landfill gas in that area within the permitted timeframe;
- Additional soil has been placed on intermediate cover areas.

4.1.2 Barriers and Controls

- A landfill gas collection and control system (GCCS) is installed on all active and closed landfill units at Sunshine Canyon Landfill. This system of over eight hundred wells and collection pipes, conduct landfill gas to treatment points on the landfill (4 flare stations and a LFGTE plant) which treat the landfill gas through thermal oxidation. All aspects of the system are permitted for operation by SCAQMD and the site's Title V permit. Periodic monitoring reports for the system are submitted to SCAQMD.
- Odor mitigation equipment is employed at the active working face (Buffalo Monsoon units) and also on the Southern Berm portion of the site. These

units use a mixture of water and odor deodorizer to provide a deodorizing mist.

- Odor neutralizer is sprayed on the access entry road at 20 feet above road grade from a pole-installed mister system.
- Deodorizer is released in vapor systems along the Sunshine Canyon Southern Berm on City South, along San Fernando Road north and south of the entry road, and on the ridge area above San Fernando Road along the oilfield road near the southerly property boundary.

4.2 Existing Dust Control Measures

Dust control at the landfill is primarily achieved through the application of water sprayed on roads and other areas of the landfill where dust is generated through normal landfill activities or during construction.

A vegetative berm was installed on the Southern Berm in accordance with City of Los Angeles Q-Condition C.10.b(1) which requires the planting of 1,000 trees to buffer particulate matter (PM10) from lands to the south of the site which include residential neighborhoods. A total of 1,038 were originally planted by landfill personnel for the PM10 berm. Republic Services voluntarily agreed to monitor the health and mortality of the PM10 trees for a 5-year monitoring period. The monitoring was conducted by a certified arborist, and annual monitoring reports were submitted. The final annual monitoring report submitted in January 2015 found the following:

- Trees planted for PM10 mitigation consist of Coast Live Oaks (*Quercus agrifolia*);
- A total of 1,034 were in good to fair condition;
- Trees planted in the eastern portion of the mitigation area are exposed to high winds resulting in sparse canopies and have a slower growth rate;
- Most of the trees not as exposed to high winds are healthy and vibrant.

Figures 3 and 4 present current pictures of the portion of the PM10 berm area at the ridgeline level. It should be noted that the PM10 tree planting area extends below this ridgeline to the south. The PM10 trees are monitored on a routine basis for health by on-site nursery personnel and routine maintenance (weeding) of this area is conducted. When necessary, trees are replaced in kind to maintain the integrity of the system.

FIGURE 3
PM10 SOUTHERN BERM SUNSHINE CANYON LANDFILL
VIEW LOOKING WEST



FIGURE 4
PM10 SOUTHERN BERM SUNSHINE CANYON LANDFILL
VIEW LOOKING SOUTHEAST



5.0 FEASIBILITY OF INSTALLING PHYSICAL BARRIERS AND/OR DUST/ODOR CONTAINMENT STRUCTURES

The performance characteristics of physical barriers and structures are to:

1. Control air movement
2. Create air turbulence
3. Promote dispersion along odor travel pathways
4. Odor adsorption, absorption and oxidation

Physical barriers rely on higher wind speeds to interrupt air flows and create turbulence leeward of the barrier. Numerous studies for agriculture and livestock uses promoted by the U.S. Department of Agriculture (USDA), U.S. Environmental Protection Agency (USEPA) and National Resources Conservation Services (NRCS) indicate that the range of turbulence is related to the height and permeability of the barrier, as well as wind speed. Barriers with sharper angles such as walls, promote more turbulence in comparison to rounded earthen berms. A synthesis of the available literature identifies that the influence of a barrier to create turbulence and mixing is approximately 3 times its height immediately downwind and it can influence wind speed and direction to a lesser degree for a horizontal distance 5 times its height upwind and 20 times its height downwind. Adsorption, absorption and oxidation barriers using strategically placed vegetation rely on lower wind speed to be effective to allow the particles to adsorb to the surface of the barrier.

The following barrier systems have been researched for their application at Sunshine Canyon Landfill.

5.1 Vegetative Barrier Systems

Landfills can employ the use of strategically placed earthen berms which, when accompanied by a barrier system of vegetation (trees, shrubs, hedges), can mimic the performance of barrier walls for the purpose of enabling air mixing for potential odor dispersion. Design guidance documents from the USDA and NRCS suggest that windbreak or shelterbelt barriers be comprised of multiple species due to the expectation that in the future some disease may claim one of the species thereby thinning the row. In addition, the windbreak or shelterbelt barriers should be multiple rows of differing heights and spacing to provide a more impermeable break, and finally that a plan for future thinning of the wind break be employed as the trees mature to keep the unit healthy and thriving.

Examples of single-line and multiple-line vegetative barrier systems are shown in Figures 4 and 5 below.

FIGURE 4 - SINGLE ROW TREE-LINED WIND BREAK



FIGURE 5 - SHELTERBELT WITH MULTIPLE SPECIES



5.2 Physical Barriers

Being an active disposal site, the installation of a passive control system such as a physical barrier is limited to areas at SCL that are either outside of the operating landfill permit boundary or areas within that boundary which have reached final design grades. Over the next four years (2017 through 2020), new entrance improvements relating to construction of the front Entry Berm area will be constructed which will entail the construction of a portion of the future permitted stability berm, with paved roads, new drainage conveyances, and temporary facilities for operation of truck scales along with portable buildings for operations, administration, and other office accommodations. The construction of this Entry Berm is considered the most feasible physical barrier system that can be constructed at the site due to the following constraints in other areas of the site:

- Sunshine Canyon Landfill is an active landfill. Daily waste receipt and processing operations are conducted to reach permit grades by the conclusion of the permit, which is presently January 29, 2037 on the County portion of the site. Therefore, areas that are within the permit limit boundary have not yet achieved final elevation, and making construction or placement of any type of permanent physical barrier such as a windbreak or shelterbelt, is not possible in the near term. For example, construction of wind breaks arranged normal to the prevailing wind pattern that may be effective for air dispersion would require a change to the final grading. This change would require regulatory approval from multiple regulatory agencies as a change of final grading to the Closed City South portion of the landfill would be required for the installation of the windbreak or shelterbreak;
- Any windbreak proposed on County Deck areas that have reached final elevation would likewise need additional approval from multiple regulatory agencies such as the Los Angeles County Department of Regional Planning and the Los Angeles County Department of Public Works – Environmental Programs Division (LACDPW-EPD).

6.0 PROPOSED PHYSICAL BARRIERS AND/OR DUST/ODOR CONTAINMENT STRUCTURES

6.1 Entry Berm Improvements as a Physical Barrier

The entry berm improvements will be the construction of a portion of the permit grading plan terminal stability berm. Drawing 1 presents a three-dimensional perspective for the Entry Road project. As shown, upon final construction, the entry berm will be an earthen berm with paved roads, new drainage conveyances, and temporary facilities for operation of truck scales along with portable buildings for operations, administration, and other office accommodations. As

shown on Drawing 1, this entry berm will be constructed such that it will change the configuration of the front portion of the site to create a physical barrier for potential air flow drainage as identified as Pathway 2 in the meteorological study.

This project will construct grading on an interim location for the purpose of temporarily siting the scale facilities for the next 15 years of operation. This project will be constructed in two phases as follows:

- (1) The first phase will place approximately 600,000 cubic yards of soil for the stability berm. This will be a grid-reinforced earthen fill which will shape the new entry road and tree-lined screening berms. This project will allow traffic to utilize the current entryway while the Phase 1 fill is underway.
- (2) The second phase of the project will be the paving of the new road, tie-over of customer traffic to the new alignment, and the completion of the geo-grid fill with an additional 300,000 cubic yards to complete the overall project.

Presently, this project is scheduled to begin in calendar year 2017 with completion in 2018, however local permit review by the City of Los Angeles is required. Therefore, the start of construction is predicated on their review. Given the permit evaluation period with the City is unknown, the project may slip one year for start in 2018 and completion in 2019.

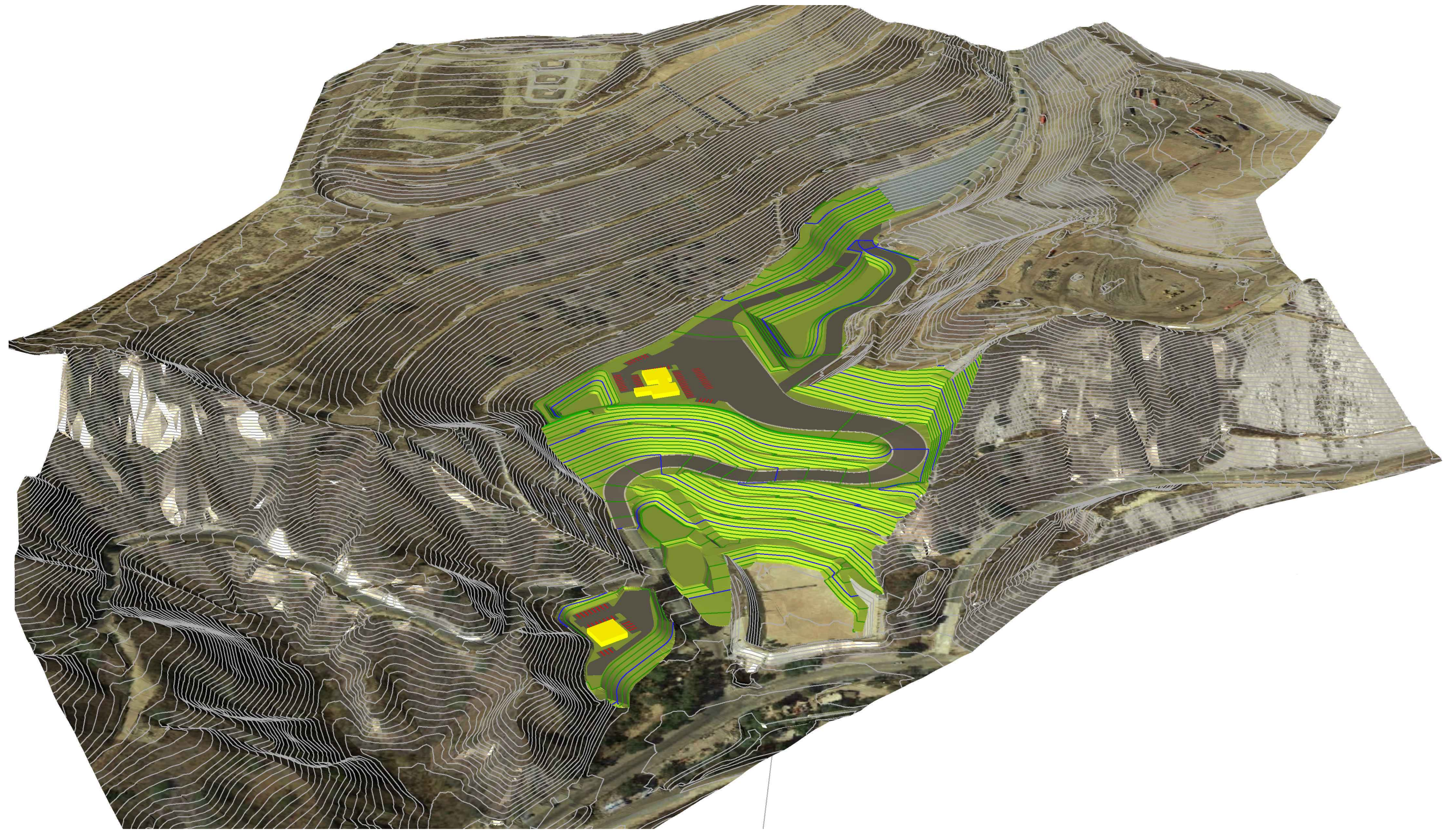
6.2 Windbreaks on the Southern Berm and Oil Field Road

Tree-lined windbreaks are proposed along the Southern Berm area of the City South portion of the site and along the ridgeline adjacent to the oil field road near the south boundary of the property. These windbreaks are proposed to be planted with fast-growing western trees with suitable hardiness to attain a 40'-50' height, and of a species mix to be confirmed by an arborist in recognition of the site's soil characteristics and climate zone. In both locations, a drip irrigation system will be installed to aid the establishment of the tree line. Locations of proposed windbreaks are presented on Drawing 2.

REFERENCES

- [1] South Coast Air Quality Management District (2016) Findings and Decision for Petition for a Stipulated Order for Abatement; December 15, 2016; Case No, 3448-14.
- [2] Environ International Corporation, Novato, California; eta-Partners, Groton, Massachusetts; (2011) "Meteorological Study of the Sunshine Canyon Landfill"; SCAQMD Order 3448-13.

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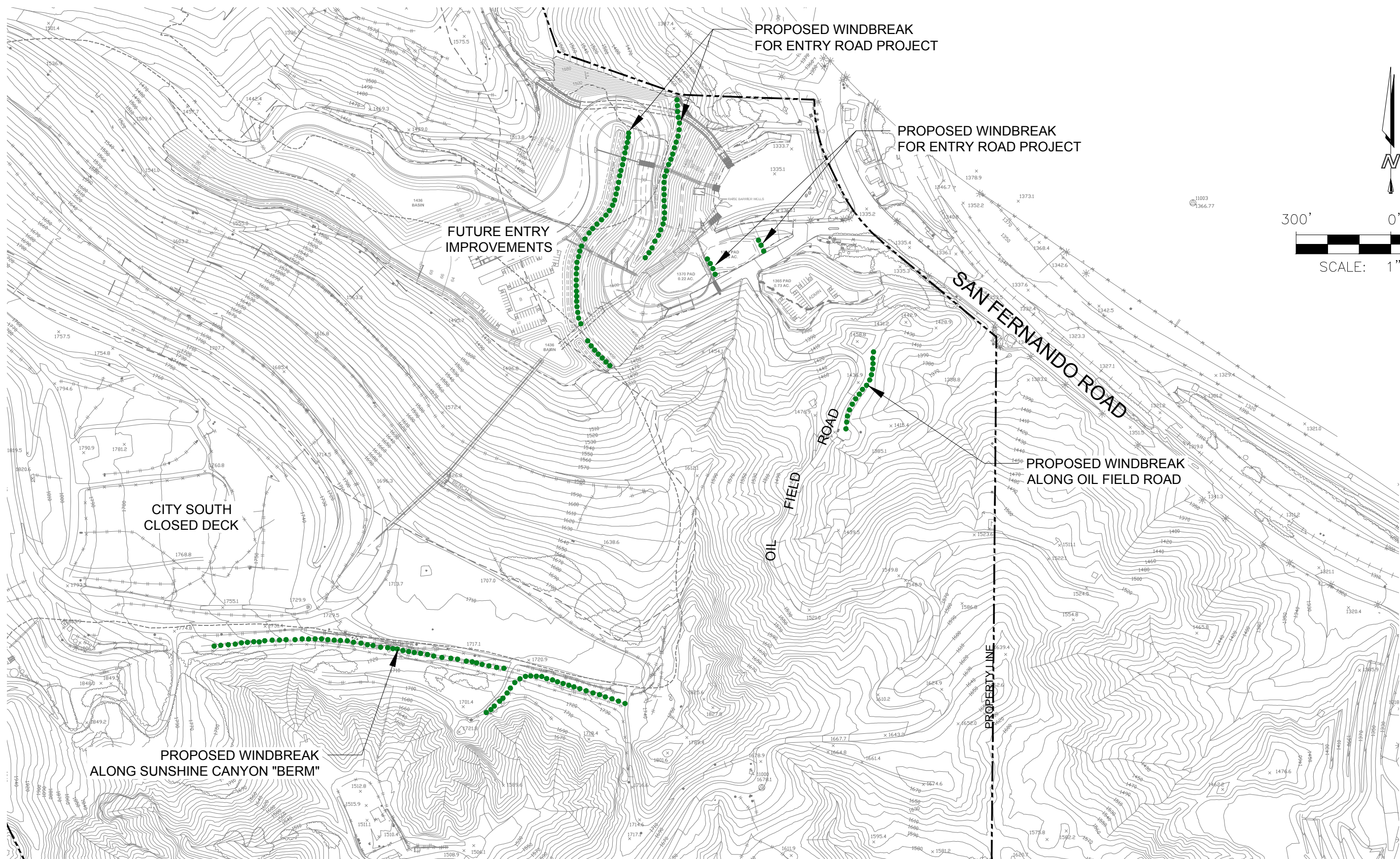


DRAWING 1

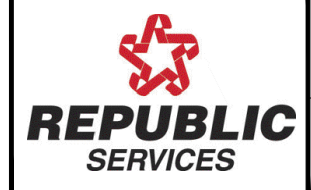


SUNSHINE CANYON LANDFILL
ODOR BARRIERS FEASIBILITY ASSESMENT
MARCH 2017

ENTRY ROAD PERSPECTIVE VIEW



DRAWING 2



SUNSHINE CANYON LANDFILL
 ODOR BARRIERS FEASIBILITY ASSESMENT
 MARCH 2017

PROPOSED WINDBREAKS



Department of Conservation and Development

County Planning Commission

Wednesday, February 13, 2019 – 7:00 .P.M.

SUPPLEMENTAL STAFF REPORT

Agenda Item # _____

Project Title:	Keller Canyon Landfill Land Use Permit Review
County File(s):	#LP89-2020
Applicant/Owner:	Keller Canyon Landfill Company (KCLC) / Republic Services
General Plan/Zoning:	Landfill (LF) / Heavy Agricultural (A-3)
Site Address/Location:	901 Bailey Road, Pittsburg – Bay Point area (APN: 094-060-008, 018, 019, 020 & 021)
California Environmental Quality Act (CEQA) Status:	Exempt. This action does not constitute a project since staff is not currently recommending any new or modified conditions of approval (COA) for the existing land use permit (LUP). This permit review and the preparation and proposed acceptance of the staff report are purely administrative in nature and not subject to CEQA per Section 15061(b)(3).
Project Planner:	David Brockbank, Senior Planner (925) 674-7794
Staff Recommendation:	ACCEPT the seventh staff report prepared for Keller Canyon Landfill's (KCL) third LUP review. CONSIDER continuing the permit review hearing to May 22, 2019, to allow the completion of physical improvements at the landfill (and the assessment of alleged disposal of potentially radioactive material from Hunters Point Naval Shipyard). Staff will determine if additional permit compliance is warranted that may include potential modification(s) to the COAs.

I. PROJECT SUMMARY

This remains the third annual review of the conditions of approval for KCL's approved LUP that was initiated in October 2017, in accordance with permit condition of

approval #11.1. The Permit Review Criteria approved by the Board of Supervisors (Board) in 1995 and condition 11.1 affords the Board the opportunity to approve new and/or modified conditions of approval to improve public health, safety, and welfare or to address inconsistencies resulting from court decisions or regulatory changes made since the LUP was last amended in September 2015. The CPC may recommend potential modifications to the LUP's conditions in order to address demonstrated public health, safety, or welfare impacts; or new regulations or court decisions. The CPC may propose new or modified conditions to the LUP, however only the Board has the authority to approve any proposed changes.

II. BACKGROUND

The CPC has continued this third permit review about every three months, since the initial hearing held on October 25, 2017. The hearing was continued due to testimony from some of the residents living in the adjacent neighborhood and additional questions from the CPC that required additional time to review. Local residents brought up various issues potentially associated with the landfill at the initial hearing, including odor, dust, noise, visual impacts, seagulls, and litter. Staff prepared supplemental staff reports to address the applicable concerns brought up by the local residents as well as questions from the CPC. At each meeting date, the CPC took additional testimony from residents and the operator, when warranted to respond to questions from the CPC or comments from the public. At the last CPC hearing on October 24, 2018, the permit review was continued to February 13, 2019. Before coming back to the CPC, the District V Supervisor requested that an update on the permit review be provided to the Board. Staff prepared a board order and brought the item to the Board on December 11, 2018. The Board also took testimony from the public and then directed staff to continue the permit review hearing under the CPC's purview.

III. STATUS UPDATE

Odors: The landfill operator implemented numerous changes to address odors potentially migrating off-site. The operator has contracted with odor experts, installed odor suppression devices, and routinely monitors/inspects potential on-site sources, such as leachate tanks, as well as conducting regular odor investigations on- and off-site in response to complaints. The operator ceased using the odor suppression devices (mistors) in December last year, due to complaints from residents about a chemical smell.

The landfill gas (LFG) collection and control system is constantly maintained through on-site testing, monitoring, and installing LFG extraction wells. Twenty-four new LFG extraction wells were installed in 2017. Last spring, 26 new LFG extraction wells were installed. The operator is planning to install approximately 20 new LFG extraction wells this spring. Currently the entire gas collection and control system is sent to the on-site LFG power plant, where excess gas that is not used for power production can be flared off. Installation of a new replacement flare have been ongoing for the past few years. Several improvements have steadily been brought online to improve the overall collection system. Electrical upgrades for the replacement flare were completed in 2017, and a new blower skid was installed in December 2018. The operator plans to have the actual replacement flare installed later this summer.

Several personnel of KCLC are on the list of recipients for odor complaints submitted through the County website, ensuring that the landfill operator is aware of complaints as soon as they are submitted to the County. A monthly breakdown of odor complaints submitted in the past three months is provided below, since the last CPC hearing in October 2018:

November 2018: 8 complaints
December 2018: 22 complaints
January 2019: 17 complaints

The CPC requested staff to continue researching the effectiveness of installing tree lines or vegetative barriers to mitigate odors in addition to traditional odor control BMPs.

Vegetative Barrier: Under COA #20.2 – Odor Containment – The Department of Conservation and Development (DCD) may require additional physical improvements or management practices as necessary to alleviate odor problems. Staff could not find any studies that confirms planting a tree line or vegetative windbreak will alleviate potential odor issues. However, the feasibility study performed at Sunshine Canyon Landfill in Southern California determined planting tree breaks would mitigate for visual and windblown dust impacts. As a result, the landfill operator has begun working with arborists and landscape architects to look at drafting preliminary plans for planting trees north of the extent of the approved disposal area, which may provide screening of the access road and some disposal cells. The operator intends to have preliminary landscape plans drafted, which would be shared with staff, and later, to the residents to get additional feedback.

Litter: The operator regularly maintains a litter crew on-site to clear debris from the litter fences, but also to collect litter from the open hillsides surrounding the disposal area (buffer areas). On windy days, the operator will increase the size of the litter crew as needed. The landfill operator is responsible for controlling and containing the litter on-site and are required to remove litter from the litter fences daily. Since the LEA and the operator already receive email notifications of odor complaints through the County's online complaint form, DCD staff have added another online complaint form to account for litter complaints. The new complaint form allows for the uploading of multiple digital photos per complaint. If staff receives a litter complaint, the same recipients that receive odor complaints are also on the litter complaint list. Unfortunately, only DCD staff will have access to view the photos, so staff will need to manually forward any uploaded photos associated with each litter complaint to the operator and the Local Enforcement Agency (LEA).

In July last year, three litter complaints were submitted to the LEA and/or DCD. Staff investigated the litter complaints and forwarded the complaints to the operator to address on-site clean up. After visiting the complainant and reviewing the photo evidence, staff confirmed the litter had blown off-site and was not contained within the landfill's buffer area, as previously thought. The landfill operator was made aware of this situation and will take precautionary steps to control wind-blown litter on-site, so it does not end up escaping from escaping landfill property.

Visual: The operator constructed disposal cell Phase 2E last year, to move away from the previous disposal cell, Phase 3B1, where the anaerobic compost material was disposed. Construction of Phase 2E was completed and in use for disposal in the middle of September last year. Moving the disposal activity 0.5 miles south, away from the residential neighborhoods has had some effect. There has been a reduction in overall odor complaints and reduced noise impacts from active landfill operations. However, relocation of the disposal cell has not reduced visibility of trucks entering and leaving the landfill along the main access road or dust from the access road.

Per attached Exhibit A, the 2018/19 Timeline of Scheduled Improvements is updated to include an extra milestone of consulting with landscape specialists to prepare plans that will assist in mitigating visual and dust impacts. Building up the Toe Berm and installing new mitigation berms as required by the permit conditions will also help to further reduce future visual, noise, and dust impacts. Extending this permit review will also allow time for the operator to provide updates and continue working on the key 2019 improvement milestones while staff continues monitoring effectiveness of recent installations and overall COA compliance.

Noise: Staff has not received any noise complaints about the landfill since March 2018.

Extending Permit Review: The landfill operator and staff suggest that this permit review be extended through the spring and possibly the summer of 2019. Due to community concerns raised throughout this permit review, staff is recommending this third annual permit review be extended before moving on to holding permit reviews every three years. Continuing the hearing until May 22, 2019, will provide time for staff to monitor the implementation of milestones outlined in Exhibit A, as well as for continued COA compliance. The landfill operator intends to install 20 new methane gas extraction wells this spring, to further maintain the landfill's gas levels. This additional time will allow the operator to continue working with arborists on a preliminary landscape plan for planting trees and examining proper irrigation systems. The operator also intends to complete the new replacement flare this year. Having staff report back in May this year, will keep the public and local community apprised of progress and improvements at the landfill. The winter season will be over, which correlates to significantly reduced odor complaints. Staff's goal during the next three months is to monitor the effectiveness of existing recent improvements for odor mitigation, before any determination is made about the potential need to add or modify conditions in the LUP.

Hunters Point Naval Shipyard (HPNS): On April 21, 2018, the San Francisco Chronicle published an article regarding material that was sent to KCL back in 2010-2011. The article states that former shipyard employees contend that radiological levels were not adequately tested / disclosed for some of the soil trucked to conventional landfills across California, including KCL. CCEH acting as the LEA is working with state and federal agencies, in coordination with the landfill operator, to investigate if any radioactive waste material from HPNS was disposed at KCL. Starting at the end of July through early September 2018, the County conducted a consultant solicitation process. This involved CCEH staff collaborating with DCD, the City of Pittsburg, the landfill operator, and a representative of the local community to interview qualified consultants. After some follow up inquiries were made, and responses received, TRC Solutions was selected to assist CCEH with this investigation.

The consultant began a forensic audit (document review) to determine if there is any evidence that inaccurate radiologic sampling data was used to determine if the soil transported from HPNS was eligible to be accepted at KCL. This paperwork audit is expected to last 12 weeks and should be completed about the time of the CPC hearing. At the conclusion of the paperwork audit, the consultant will draft a technical

memorandum containing their findings. The findings may be used to develop a future work plan, a community participation plan, a sampling and analysis plan, and a quality assurance plan, all of which will help the County determine next steps. Under the current contract, the consultant is not charged with performing any radiologic testing or other sampling at the landfill or in the surrounding neighborhood. However, the sampling and analysis plan to be prepared by the consultant will assist staff in bringing options to the Board for further direction. It is also in the contract to hold at least one more community meeting to update the local residents about their findings. The date of the community meeting has yet to be determined.

IV. CONCLUSION

Staff recommends that the CPC accept this status update report on the third permit review for KCL's use permit. The continued meeting for this item will be on May 22, 2019.

Exhibit A: 2018/19 Timeline of Scheduled Improvements at KCL

Exhibit B: Board Order dated December 11, 2018

EXHIBIT A

County Planning Commission 2-13-2019

Improvement Milestone	Status	Targeted Start Date	Targeted Completion Date	Comments
Gas Collection & Control System	COMPLETE/ In Progress	Spring 2019	Summer 2019	26 landfill gas extraction wells went online and functioning per design in April 2018. 20 new gas extraction wells planned for Spring 2019.
Replacement Flare Electrical System and New Blower Skid	COMPLETE	Spring 2018	Late Autumn 2018	Electric Panel upgrade completed in 2017. Blower skid installed December 2018, providing greater landfill gas collection capacity.
Replacement Flare	PLANNED	Late Spring 2019	Summer 2019	BAAQMD reviewing emission calculations. New replacement flare to go online this summer.
Phase 2E Construction	COMPLETE	March 2018	August/ September 2018	RWQCB and County approved in August 2018. In use starting September 2018.
Landscape Plans	In Progress	March 2019	April/May 2019	Landfill operator is voluntarily hiring landscape consultant to prepare plans and cost estimate for potential vegetative barrier.
Toe Berm / Mitigation Lift Level Berms Feasibility Study	In Progress	Autumn 201	Late Autumn 2019	Fiscal year resources dedicated to new Phase 2E construction. Study of Toe / Mitigation berms to follow. Requires assessment of future berm plans compared to phasing plan. <i>May include potential to add landscape plans.</i>
Berm Construction	PLANNED	Autumn 2019	Spring / Summer 2020	Construction of mitigation berms completion date dependent on permissible weather. Phased construction of Toe Berm to reach ultimate planned height.



Contra
Costa
County

To: Board of Supervisors
From: John Kopchik, Director, Conservation & Development Department
Date: December 11, 2018

Subject: Permit Review of Keller Canyon Landfill's Land Use Permit

RECOMMENDATION(S):

1. ACCEPT report on status of third annual Keller Canyon Landfill land use permit review.
2. DIRECT staff to continue the third annual Keller Canyon Landfill land use permit review at the Planning Commission and report to the Board of Supervisors at the conclusion of the permit review process.

FISCAL IMPACT:

The land use permit (LUP) review itself has no impact to the County General Fund. Keller Canyon Landfill Company, the landfill operator, is responsible for providing reimbursement for the County's staff costs associated with the permit review process.

RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE
 APPROVE OTHER

Action of Board On: **12/11/2018** 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: December 11, 2018

Contact: David Brockbank, (925) 674-7794

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

By: , Deputy

cc:

BACKGROUND:

On October 25, 2017, the County Planning Commission (CPC) held its first hearing to consider the 3rd annual permit review for the Keller Canyon Landfill (KCL). The purpose of the permit review process is to assess compliance with the Land Use Permit (LUP) for KCL and consider whether to recommend any modifications to permit conditions to the Board of Supervisors. The CPC has been thoroughly reviewing compliance with the LUP and complaints about the landfill over the course of the last year, continuing the hearing five times and requesting staff to analyze and report on a number of matters. The CPC review is ongoing.

At the October 24, 2018, County Planning Commission (CPC) meeting, staff informed the Commissioners about the District V Supervisor's interest in bringing an update on the third annual permit review to the full Board. The CPC approved staff updating the Board on the CPC efforts thus far and continued the third permit review process to February 13, 2019 to allow additional time for CPC and staff to monitor the effectiveness of recently installed infrastructure improvements (see Exhibit A) during the winter months, (when the County and Bay Area Air Quality Management District (BAAQMD) have received the majority of complaints), assess compliance with Conditions of Approval (COA) and formulate any recommendations to the Board.

This is the last annual permit review provided for by LUP Condition 11.1. Once the third permit review is complete, future permit reviews are scheduled to occur once every three years.

THIRD PERMIT REVIEW PROGRESS TO DATE: The CPC has continued the KCL permit review five times since October 2017. The first hearing, held on October 25, 2017, was continued to December 6, 2017, and subsequently continued a second time to January 10, 2018, due to time constraints. The continuances were based on testimony from some of the residents living in the neighborhoods north of the landfill that brought up concerns associated with the landfill, including odor, dust, noise, visual impacts, seagulls, and litter. The CPC wanted to continue the permit review and give staff time to prepare responses to questions from both the CPC and the public. Staff's supplemental staff reports included information related to each of the concerns brought up by the local residents and provided updates on landfill infrastructure improvement projects (all staff reports to the CPC are provided as attachments to this Board Order).

On January 10, 2018, the CPC continued the hearing a third time to July 11, 2018. Staff was also directed to prepare a three-month status update in April 2018, informing the CPC and other interested parties about the landfill's progress on a improvement projects expected to help reduce odors. Those projects included installing methane gas capture wells; and moving disposal activities to a new disposal cell (new Phase) one-half mile south away from the residential neighborhoods (see Exhibit A for current progress report). Staff recommended the fourth continuance in July in order for the landfill operator to complete the improvement project expected to have the greatest odor reducing potential, namely the construction of the new disposal cell, which was completed in September of this year. An additional matter related to the landfill was raised during public testimony beginning with the July hearing, the ongoing investigation being spearheaded by Contra Costa Environmental Health (CCEH), acting as the Local Enforcement Agency (LEA), related to acceptance of potentially ineligible waste generated from the Hunters Point Naval Shipyard (HPNS).

The remainder of this report's content is intended to summarize and supplement information presented in prior staff reports (Attachments 1-6) pertaining to major areas of concern raised by residents during hearings conducted by the CPC, as well current or potential future actions to address them.

ODORS: A primary complaint of residents over the past year has been odors emanating from the

landfill. The landfill operator has implemented several best management practices (BMPs) to address odors potentially migrating off-site. The operator has contracted with odor experts, installed odor suppression devices, and continues to routinely monitor/inspect potential on-site odor sources, including leachate tanks. The operator conducts regular odor investigations on and off-site. Several landfill employees automatically receive copies of all odor complaints at the time they are submitted through the County's website, ensuring that the landfill operator is made aware of complaints immediately. In addition to the operator, the LEA also receives email notifications automatically for each odor complaint submitted through the online complaint form on the County's website. Provided below is a monthly breakdown of odor complaints submitted through the County's on-line system starting with September 2017:

- September 2017 = 1 complaint
- October 2017 = 31 complaints
- November 2017 = 8 complaints
- December 2017 = 13 complaints
- January 2018 = 36 complaints
- February 2018 = 49 complaints
- March 2018 = 27 complaints
- April 2018 = 2 complaints
- May 2018 = 1 complaints
- June 2018 = 0 complaints
- July 2018 = 2 complaints
- August 2018 = 6 complaints
- September 2018 = 0 complaints
- October 2018 = 12 complaints
- November 2018 = 7 complaints

A noticeable pattern shows the vast majority of complaints are generally submitted in the winter months. This is also reflected in the 2016 / 2017 complaint log.

The CPC asked staff to research other landfills and solid waste facilities to determine what other facilities have used or are using to address odor issues. Specifically, the CPC requested staff to research the potential effectiveness of installing tree lines/breaks to mitigate odors. Staff discovered a feasibility assessment of installing physical barriers to contain dust/odors at Sunshine Canyon Landfill (SCL) in Southern California. Republic Services (Republic) actually authored this feasibility assessment in March 2017. It was found that vegetative barriers such as tree-lined windbreaks of either single row or multiple rows of varied species may be effective in controlling windblown dust. Physical barriers such as earthen berms were found to be more effective addressing odor and visual impacts. The SCL used a combination of odor/dust BMPs that included the planting of trees on top of physical berms. Approximately 1,000 trees were planted along several earthen berms engineered near the entrance to the landfill to offset potential dust, visual, and odor impacts. This feasibility study is attached as Exhibit B to Attachment 1.

As indicated previously, the landfill operator has implemented a number of actions to address odor and other concerns (see Exhibit A). Chief among these was developing and implementing a plan to discontinue use of a disposal cell in the front of the landfill and open a new cell in the back of the canyon. Moving the disposal activity further from sensitive receptors is anticipated to address odor issues, potential noise and dust impacts, and off-site visibility of landfill operations. The operator accelerated the scheduled construction of disposal cell Phase 2E, to move away from the previous disposal cell, where the anaerobic compost material was disposed in 2016. Construction of Phase 2E was completed in August of this year. The new cell started being used for disposal in the middle of

September. Relocating from Phase 3B1 to Phase 2E increases the distance between the nearest residential neighborhood and the active disposal cell by approximately 0.5 miles. The landfill operator has indicated that it may seek future permit amendments to permanently shift the disposal envelope further back in the canyon.

VEGETATIVE BARRIER: At the request of the CPC, staff investigated the idea of a vegetative barrier and identified considerations. The following steps and vegetation related factors should be considered in collaboration with CCEH, BAAQMD, and the landfill operator, in order to determine what, if any, tree planting requirements would be most potentially effective:

- * consulting / hiring a certified arborist;
- * assessing different species susceptibility to disease/pests, growth rates, suitability in/near landfill environment;
- * planting a single row versus multiple rows of mixed trees;
- * soil analysis;
- * adequate on-site irrigation; and
- * planting location, including feasibility to plant on mitigation berms.

Planting a sizable vegetative barrier consisting of multiple rows of trees will need proper irrigation and will most likely require connecting to municipal water as existing well water will not be a sufficient source. Bringing municipal water to the landfill site will necessitate the City of Pittsburg's involvement and authorization.

LITTER: Since the beginning of 2018, eight litter complaints were submitted to the LEA and/or Department of Conservation and Development (DCD). Staff investigated the litter complaints and also forwarded the complaints to the operator to address on-site clean-up. The complaints could not be confirmed, as the submitted photo evidence did not show litter blowing off site or through the community.

The operator deploys a litter crew on-site to clear debris from the litter fences, but also collects litter from the buffer areas (open hillsides surrounding the disposal area). On windy days, the operator will increase the size of the litter crew as needed. It is known that this area of the County can experience high winds, which can make it more challenging to control litter on-site. The landfill operator is responsible for controlling and containing the litter on-site. The operator is required to remove litter from the litter fences daily. Since the LEA and the operator already receive email notifications of odor complaints through the County's online complaint form, DCD staff is currently seeking to modify the online odor complaint form to provide for submittal of litter complaints that will rely on a feature that allows for the uploading of digital photos. Staff hopes to implement these modifications either before the end of the year, or early next year. In the meantime, when DCD staff receives a litter complaint, that complaint is forwarded to both the operator and the LEA for appropriate response and the LEA follows up with the complainant.

DUST & VISIBILITY: Certain previously noted site improvements that can help reduce potential off-site odors should also reduce potential off-site visibility and dust. For example, moving the disposal activity further from sensitive receptors is expected to reduce concerns about dust and visibility. Trucks entering and leaving the landfill continue to be visible along the main access road, but the operator also recently hydro-seeded 60 acres of the landfill that will help with visual and future dust impacts.

HUNTERS POINT NAVAL SHIPYARD (HPNS): On April 21, 2018, the San Francisco Chronicle published an article regarding material that may have been sent to KCL back in 2010-2011. The article alleged falsified documentation associated with radiological waste from HPNS that was sent to one or

more landfills across the state, including KCL. The LEA is working with state and federal agencies, in coordination with DCD and the landfill operator, to investigate if any of the radioactive waste material in question was disposed of at KCL. If radiological waste was disposed at KCL, the investigation will examine if there are potential health concerns for employees and local residents and what, if any, remedial actions are necessary.

At the Board's direction, on May 1, 2018, CCEH staff prepared a brief report related to the allegations printed in the newspaper. At the end of May, CCEH put out a Request for Qualifications / Proposal (RFQ/P) in order to contract with a consultant to recommend the most appropriate means of assessing the landfill and surrounding community to detect the presence of any potential radioactive material that may have been disposed at KCL. During the May 1, 2018, Board meeting, the District V Supervisor requested a community meeting be held for residents of Pittsburg and Bay Point, with representatives from applicable federal, state and local agencies on hand to discuss the on-going investigation and future potential testing for radioactive material. CCEH organized a community meeting held on June 21, 2018, at the Ambrose Community Center in Bay Point. Experts from the Radiologic Health Branch of the state Department of Public Health, US Navy, San Francisco Regional Water Quality Control Board (RWQCB), and other state and local agencies were in attendance to speak and/or answer questions.

Over the course of six weeks, between the end of July through early September, the County conducted a solicitation process. This involved CCEH collaborating with DCD, the City of Pittsburg, the landfill operator, and a representative of the local community to review the RFQ/Ps received by CCEH and interviewing the qualified consultants. After some follow up inquiries were made, and responses received, a potential consultant was selected. CCEH has entered into a contract with the chosen consultant, TRC Solutions. The consultant is reviewing initial information and data provided by the LEA. The LEA has introduced the consultant to representatives from the following key agencies involved with the Hunters Point site: U.S. Navy, U.S. Environmental Protection Agency, California Department of Toxic Substances, and the California Department of Public Health Radiological Health Branch as well as the City of Pittsburg and the Keller Canyon Landfill. Pursuant to the terms of the contract, over the next six months, the consultant is expected to gather and analyze data, provide next step recommendations, conduct process to gather community concerns and convene a community meeting.

CONSEQUENCE OF NEGATIVE ACTION:

The Board would not accept a status report on the CPC's ongoing permit review.

ATTACHMENTS

Exhibit A: Landfill Infrastructure Improvements

Attachment 1: 10-24-2018 Continued Permit Review

Attachment 2: 7-11-2018 Continued Permit Review

Attachment 3: 4-11-2018 Continued Permit Review

Attachment 4: 1-10-2018 Continued Permit Review

Attachment 5: 12-06-2017 Continued Permit Review

Attachment 6: Initial 10-25-2017 Permit Review Report



Department of Conservation and Development

County Planning Commission

Wednesday, May 22, 2019 – 7:00 .P.M.

SUPPLEMENTAL STAFF REPORT

Agenda Item # _____

Project Title:	Keller Canyon Landfill Land Use Permit Review
County File(s):	#LP89-2020
Applicant/Owner:	Keller Canyon Landfill Company (KCLC) / Republic Services
General Plan/Zoning:	Landfill (LF) / Heavy Agricultural (A-3)
Site Address/Location:	901 Bailey Road, Pittsburg – Bay Point area (APN: 094-060-008, 018, 019, 020 & 021)
California Environmental Quality Act (CEQA) Status:	Exempt. This action does not constitute a project since staff is not currently recommending any new or modified conditions of approval (COA) for the existing land use permit (LUP). This permit review and the preparation and proposed acceptance of the staff report are purely administrative in nature and not subject to CEQA per Section 15061(b)(3).
Project Planner:	David Brockbank, Senior Planner (925) 674-7794
Staff Recommendation:	ACCEPT the eighth staff report prepared for Keller Canyon Landfill's (KCL) third LUP review. RECOMMEND that the Board of Supervisors accept the permit review reports for the Keller Canyon Landfill LUP. (See Section II for Full Recommendation)

I. PROJECT SUMMARY

This remains the third annual permit review of the LUP conditions for KCL that was initiated in October 2017, in accordance with permit condition of approval #11.1. The Permit Review Criteria approved by the Board of Supervisors (Board) in 1995 and COA #11.1 affords the Board the opportunity to approve new and/or modified conditions of approval to improve public health, safety, and welfare or to address inconsistencies resulting from court decisions or regulatory changes made since the land use permit

was last amended in September 2015. The CPC may recommend potential modifications to the LUP's conditions in order to address demonstrated public health, safety, or welfare impacts; or required by new regulations or court decisions. The CPC may propose new or modified conditions to the LUP, however only the Board has the authority to approve any proposed changes.

II. RECOMMENDATION

- A. CONSIDER the information presented in the October 25, 2017, permit review staff report, its Exhibit D – Compliance Table, as well as the supplemental permit review staff reports dated December 6, 2017, January 10, April 11, July 11, October 24 of 2018, and February 13, 2019, and this report to provide appropriate background and context necessary to satisfy Parts I and II of the 1995 Permit Review Criteria approved by the Board of Supervisors for KCL's Land Use Permit (File #LP98-2020).
- B. RECOMMEND that the Board of Supervisors (Board) ACCEPT the permit review reports prepared by staff for the KCL use permit, pursuant the 1995 Board approved Permit Review Criteria.
- C. RECOMMEND that the Board DIRECT staff to return to either the CPC or Board, in one year to provide an update about condition of approval compliance and status of ongoing landfill improvements.
- D. REQUEST that staff work with Contra Costa Environmental Health (CCEH) to report back to the CPC, once CCEH has results from the County's consultant on the assessment of alleged disposal of potentially radioactive material from Hunters Point Naval Shipyard, not a noticed public hearing.

III. BACKGROUND

This third annual permit review has been continued approximately every three months, since the initial hearing held on October 25, 2017. The continued hearings are due to concerns from some residents living in the adjacent neighborhood as well as questions from the CPC. The concerns potentially associated with the landfill include odor, dust, noise, visual impacts, seagulls, and litter. Staff prepared supplemental staff reports for each hearing to address the applicable concerns brought up by the residents and questions from the CPC. At each meeting, the CPC took additional testimony from

residents, as well as the operator, when warranted to respond to questions from the CPC.

IV. STATUS UPDATE

Odors: The landfill operator has and continues to implement numerous improvements to address odors potentially migrating off-site. The operator has contracted with odor experts, installed odor suppression devices, and routinely monitors/inspects potential on-site sources, such as leachate tanks or the landfill gas power plant, as well as conducting regular odor investigations on- and off-site in response to complaints. The operator also conducts routine odor patrols through the nearby residential neighborhood. The operator ceased using the odor suppression devices (mistlers) in December last year in response to feedback from the local residents. Below is a monthly breakdown of odor complaints submitted in the past three months, since the last CPC hearing in February. Heading into late spring there has been a substantive seasonal decline evidenced by the absence of odor complaints.

February 2019: 9 complaints

March 2019: 7 complaints

April 2019: zero complaints

Litter: The operator regularly maintains a litter crew on-site to clear debris from the litter fences, and if/when it occurs to also collect litter from the open hillsides in the landfill buffer area surrounding the disposal area. On windy days, the operator will increase the size of the litter crew as needed. The landfill operator is responsible for controlling and containing the litter on-site and are required to remove litter from the litter fences daily. Since the LEA and the operator already receive email notifications of odor complaints through the County's online complaint form, DCD staff added another online complaint form to account for litter complaints. The new complaint form allows for the uploading of multiple digital photos per complaint. The online litter complaint form available at www.cccounty.us/litter includes an aerial photo with clearly designated zones to help identify which off-site location the complainant has observed litter (see Exhibit D). If staff receives a litter complaint, the same recipients that receive odor complaints (includes landfill personnel) are also on the litter complaint list. Unfortunately, only DCD staff will have access to view the photos at this time, so staff will manually forward any uploaded photos associated with each litter complaint to the operator and the Local Enforcement Agency (LEA). No litter complaints have been submitted online to date, and staff has not received any litter

complaints since late July of 2018.

Visual: The operator constructed disposal cell Phase 2E last year, to accelerate cessation of landfilling in the previous disposal cell, Phase 3B1. This moved the solid waste disposal activity 0.5 miles south, away from the residential neighborhood. It appears this has had a noticeable effect. There has been a reduction in overall odor complaints, reduced noise impacts, and disposal activity is no longer visible from the nearby neighborhood. However, trucks driving on the main access road may still be visible from certain vantage points.

Tree Screening Plan: The landfill operator hired a certified arborist and collaboratively designed a preliminary tree-screening plan to obscure visibility of the access road and potential future disposal activity. Staff from the City of Pittsburg met with the operator and suggested planting two different species, *Sequoia sempervirens* (Coast Redwood) and *Quercus lobata* (Coast Live Oak). The tree-screening plan (Exhibit B) was designed for planting the Coast Redwoods north of the access road as well as in strategic spots northeast of the landfill gas power plant and east of the large litter fences to shield landfill operations for residents in the Jacqueline Drive neighborhood. Live Oaks would be planted higher in elevation, south of the main access road. Coast Redwoods typically grow twice as fast as Live Oaks, but at maturity the Oaks will screen a wider area due to their vast canopies. Several camouflaged water tanks are proposed to be installed for irrigation, which would need to be refilled periodically with the existing on-site water trucks. The screening plan calls for planting approximately 100 trees, while maintaining a small nursery of trees as back up in case some trees do not fully take.

Trees are only proposed to be planted on land owned by Republic Services because the operator was unable to obtain neighboring land owner's approval to plant trees closer to the nearby residential neighborhood. A prominent land development company owns several parcels that make up the hillsides surrounding the Jacqueline Drive neighborhood. The operator approached this developer inquiring about planting screening trees in strategic areas on some of these parcels. Unfortunately, the operator's request was denied vehemently.

On May 1, 2019, the operator held an open house at the landfill's administration building to share the tree-screening plan with residents and get their feedback. The operator reached out to a number of residents that have actively participated in the prior CPC meetings, but unfortunately no residents attended. However, County and

city staff, as well as staff from the District V Supervisor's office attended and received the presentation provided by the acting General Manager and arborist consultant. The same presentation will be shared at the May 22, CPC meeting, where additional details and questions will be covered.

Noise: Staff has not received any noise complaints about the landfill in over a year. The last noise complaint logged was in March 2018.

Air Monitors: At the end of the February CPC meeting, the commission wanted to see air monitors installed. County staff from DCD and the CCEH separately discussed this with the landfill operator. The Bay Area Air Quality Management District's (BAAQMD) Meteorology and Measurement Division was consulted to discuss proper installation of air monitors in/around local communities. Staff explained the general purpose was to detect dust (particulate matter) and possibly odor. BAAQMD staff indicated that a more specific study should be drafted with clear goals as there are a multitude of different types of sensors on the market, with a range of costs. Those sensors designed for measuring levels of particulate matter (PM2.5 and PM10), do not indicate the source of the material. Highway 4 runs through the City of Pittsburg, which is also a source of dust generation. The residents, city and County staff agree this is a windy area with various sources of dust generation.

Recommendations on types of air monitoring equipment will depend on the measurement technology and the intended goals of the monitoring. BAAQMD staff mentioned that the South Coast Air Quality Management District has a program to rate low cost sensors (<http://www.aqmd.gov/aq-spec>). As it has been explained to County staff, the LEA and public, "odors are difficult to characterize and trace, because it is subjective and many types of compounds, both anthropogenic and natural, can be contributors." The nose is the most sensitive detector there is regarding odor because there are no digital sensors that can detect 'odor'.

V. PERMIT REVIEW

Staff requests the CPC to move this third annual permit review on to the Board in accordance with **RECOMMENDATIONS A and B** in Section II of this report, without modifying the LUP conditions. This permit review has proceeded through two winters. Between October 2017 and April 2018, there were 166 odor complaints and for those same months of 2018-2019, there were 75 odor complaints. There were 91 fewer odor complaints this past winter. Two major improvements were implemented in late 2018,

relocating the disposal cell further back in the canyon and the installation of the new blower skid for the landfill gas collection system. It is unfortunate that the anaerobic compost material from West County was disposed in the front cell, likely a major source of odor complaints. Since disposal activity moved to the back, an intermediate cap cover was also installed, which seems to have aided in odor reduction. The operator intends to place final cover in order to fully cap the front cell (Phase 3B1) at the end of this summer, and therefore prefers not to return to this disposal cell. In order to permanently abandon use of the front disposal cell, the remaining air space will need to be recaptured in the rear of the canyon, however, the total permitted disposal capacity would remain the same. Recapturing air space will involve a significant amount of work, and regulatory approvals, including an LUP modification that the operator is willing to actively pursue. The CPC has acted diligently to continue this permit review, working with staff, and listening to the needs of the local residents. The CPC's proactive efforts to address community concerns aided in prompting the operator's response to installing improvements to date, and continues with the tree-screening plan to be finished this summer. Staff is not recommending the CPC modify the COAs at this time.

If the Board completes the permit review by the end of the summer staff will have time to monitor the implementation of the tree-screening plan as well as continue working with the LEA and the County's consultant on next steps related to the Hunters Point Naval Shipyard (HPNS) material investigation (see Section VII below). The landfill operator will install 20 new methane gas extraction wells this summer (Exhibit C), and complete construction of the new replacement flare before the rainy season starts. If the CPC votes to move the permit review forward, staff would schedule a noticed public hearing before the Board, providing another opportunity to help keep the local community apprised of progress and improvements at the landfill. If the CPC determines the potential need to add or modify conditions in the LUP, staff would need specific recommended language for each condition proposed to be modified in order to seek the operator's concurrence as well as consult County Counsel about the necessary findings.

VI. FUTURE COMPLIANCE UPDATE

Under **RECOMMENDATION C** of this staff report, at the Board's discretion, staff will return to either the CPC or Board in one year to provide a COA compliance update on the landfill's LUP. The operator has already voluntarily agreed to participate in a public hearing process, regarding LUP compliance one year after the completion of this

permit review. At that time, the operator will update the Compliance Status Table (Exhibit D of the 10-25-2017 staff report), and the residents will be able to participate in the proceedings. Holding a COA compliance hearing will also allow time for the operator to provide updates on the key 2019-20 improvement milestones (Exhibit A). That hearing would not constitute a formal permit review; subject to the 1995 Board approved Permit Review Criteria. Although the LUP would not be subject to modification or having the Board approve new conditions, any concerns or non-compliance issues raised would still be readily addressed within the County's existing authority provided for in the County's LUP and Franchise Agreement.

VII. HUNTERS POINT NAVAL SHIPYARD:

An April 2018 article in the San Francisco Chronicle discussed material sent to KCL back in 2010-2011 from HPNS. According to that article, former HPNS employees contend that potentially radioactive soil was trucked to landfills across California due to allegations of inadequate screening of outgoing loads starting in 2011 as well as possible falsification of records. Waste identified to exceed radioactive thresholds was disposed of in Utah. However, the news story stated the following about waste identified as nonhazardous:

"It was hauled to Kirby Canyon in Morgan Hill, near San Jose. It was transported to Keller Canyon in Pittsburg. It went to a dump in Buttonwillow, near Bakersfield, and to facilities in Vacaville and Brisbane owned by Recology, which collects San Francisco's household trash. Most landfills also have portal monitors, although environmental experts say they are used sporadically and do not test for radiation. If soil contaminated with radioactive material left the shipyard site without being properly vetted, it is possible it landed in one of these landfills."

Although portal monitors may be used sporadically at some other landfills that is not the case at Keller Canyon Landfill. KCL continuously uses portal monitors, which are specifically designed to detect radiation and they are tested on a weekly basis.

CCEH acting as the LEA is working with DCD, state and federal agencies in coordination with the landfill operator to investigate if any potentially radioactive HPNS waste material was disposed at KCL. County staff collaborated with the City of Pittsburg, the landfill operator, and a representative of the local community to select the most qualified consultant. TRC Solutions was selected and started a forensic audit (document review) last fall to determine if there is any evidence that inaccurate

radiologic sampling data was used to provide waste acceptance eligibility for the soil transported to KCL. Unfortunately, this paperwork audit is only now being wrapped up, at the time of the writing of this staff report the consultant is now starting to draft the technical memorandum containing their findings. The findings are intended to be used to develop a future work plan, a community participation plan, a sampling and analysis plan, and a quality assurance plan, all of which will help the County determine next steps. Under the current contract, the consultant is not charged with performing any radiologic testing or other sampling at the landfill or in the surrounding neighborhood. However, the sampling and analysis plan to be prepared by the consultant will assist staff in bringing options to the Board for further direction. It is also in the contract to hold at least one more community meeting to update the local residents about their findings. Staff plans to wait until after the community meeting has taken place to schedule the permit review hearing before the Board.

Radiological Monitoring: Staff recommends waiting for the County's consultant, TRC Solutions, to finish the technical memorandum and see what specific goals and next steps are determined in order to move forward putting the proper air sensors in place. The County has already invested resources in the consultant to better understand how we should approach next steps in the investigation of potential radiological material being disposed at KCL.

VIII. CONCLUSION

Staff recommends that the CPC recommend the Board of Supervisors accept the original staff report from October 25, 2017, including its Exhibit D (Compliance Status Table), as well as the subsequent staff reports associated with this third annual permit review as adequate to satisfy Parts I and II of the Board approved 1995 Permit Review Criteria.

Exhibit A: 2019/20 Timeline of Scheduled Improvements at KCL

Exhibit B: Tree Screening Plan

Exhibit C: Landfill Gas Well Improvement Plan

Exhibit D: County Online Litter Complaint Form

Exhibit E: County Response Letter to City of Pittsburg, dated April 4, 2019.

EXHIBIT A

County Planning Commission 5-22-2019

Improvement Milestone	Status	Targeted Start Date	Targeted Completion Date	Comments
Gas Collection & Control System	COMPLETE/ In Progress	Spring 2018	June 2019	26 landfill gas extraction wells went online in April 2018. 20 new gas extraction wells planned for Spring/Summer 2019.
Replacement Flare Electrical System and New Blower Skid	COMPLETE	Spring 2018	Late Autumn 2018	Electric Panel upgrade completed in 2017. Blower skid installed December 2018, providing greater landfill gas collection capacity.
Replacement Flare	In Progress	Late Spring 2019	Autumn 2019	BAAQMD reviewing emission calculations. New replacement flare to go online this summer.
Phase 2E Construction	COMPLETE	March 2018	September 2018	RWQCB and County approved in August 2018. In use starting September 2018.
Tree-Screening Plan	Under Construction	Late Spring 2019	Summer 2019	Landfill operator hired certified arborist that designed tree-screening plan. Open house held May 1, 2019. Irrigation construction underway.
Final Cover on Front Cell (3B1)	In Approval Process	Late Summer 2019	Autumn 2019	Planning and cost estimate completed.
Toe Berm / Mitigation Lift Level Berms Feasibility Study	PLANNED	Autumn 2019	Winter 2019	Study of Toe / Mitigation berms requires assessment of future berm plans compared to phasing plan and existing tree-screening plan.
Berm Construction	PLANNED	Spring 2020	Autumn 2020	Construction of mitigation berms completion date dependent on permissible weather. Phased construction of Toe Berm to reach ultimate planned height.



KELLER CANYON LANDFILL: CONCEPT SCREENING PLAN



REPUBLIC SERVICES



Coastal Redwood



Coastal Live Oak

2018-2019 Gas Well Improvements

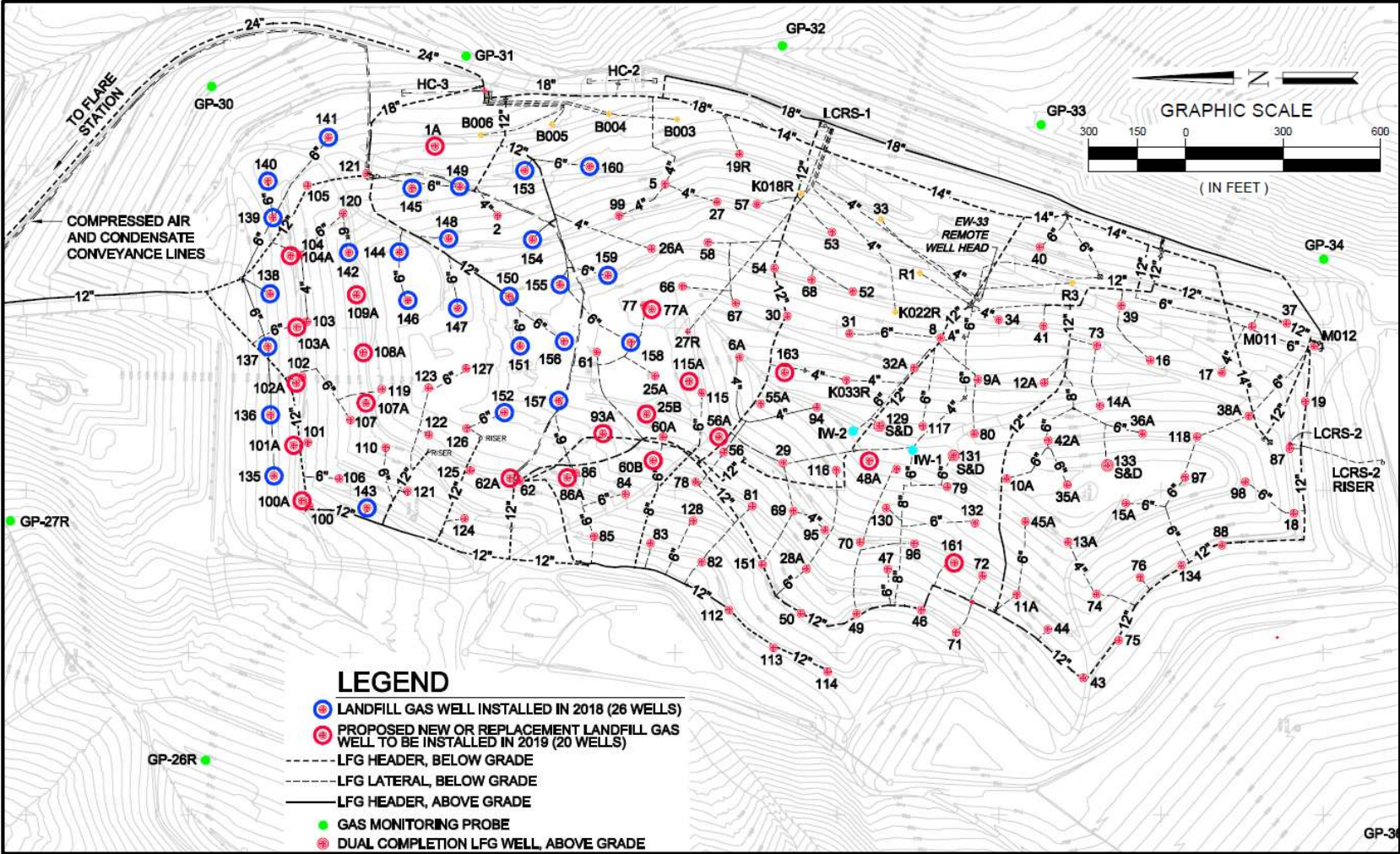


EXHIBIT D



Form Center

By signing in or creating an account, some fields will auto-populate with your information and your submitted forms will be saved and accessible to you.

Litter Complaint - Keller Canyon Landfill

Reporting Potential Landfill Litter

Complete this form and upload photo to document litter suspected to be associated with the Keller Canyon Landfill located on Bailey Road adjacent to the City of Pittsburg. It is important to upload photo showing the type, amount and location of litter that came from the landfill. Complaints from community members are often the only indication agencies receive about potential litter issues. Details you submit using this on-line form will be simultaneously directed to staff from two County departments (Contra Costa County Department of Conservation and Development and County Environmental Health Division) as well as the operator of the Keller Canyon Landfill. **In order to effectively investigate and address litter concerns, all of the details listed in the "Required Information" section must be submitted.** If you would like to speak to County staff regarding your submitted complaint, please call the Conservation Programs Division helpline at (925) 674-7203.

Although you may submit a litter complaint anonymously, you are discouraged from doing so because that is the only way that staff can follow-up with you if deemed necessary, which may compromise investigation effectiveness. **IMPORTANT NOTE: If you choose to file an ANONYMOUS COMPLAINT without providing adequate details or contact information, your complaint MAY NOT BE INVESTIGATED.**

Tips for Filing Litter Complaints

Complaints should be made as soon as possible after detecting litter coming from the landfill. The sooner an agency receives a complaint, the sooner an investigation can be conducted. Submitting photos of the litter and describing the location, where the photo was taken will be extremely helpful with any necessary investigation

Describe the litter location in as much detail as possible. Is the litter escaping the landfill and where is it blowing? **Please provide photos of the litter complaints and describe the location the photo was taken from, along with the direction it is facing.** This will help agency staff track the extent of the problem.

Required Information

Each * denotes information that must be submitted in order to investigate litter being reported to the County.

Click below to:
[Report Odor](#)
[Complaints](#)

When Litter Photo was Taken*

Enter the date and time that the litter was documented in the photo being uploaded.

Location of Litter in Photo*

Identify where litter was observed by selecting from drop-down menu options. Please include any other details in the below section entitled "Further Information that may Assist Investigation Section", especially important if selecting 'Other' in the drop-down menu.

Upload Photo of Litter

 No file chosen

Please upload a photo of the litter.

NOTE: Only one photo can be uploaded at a time, photos of litter in any other locations must be uploaded separately below.

Photo of Litter 2

 No file chosen

Photo of Litter 3

 No file chosen

Photo of Litter 4

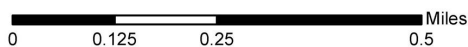
 No file chosen

Keller Canyon Litter Zones



This map was created by the Contra Costa County Department of Conservation and Development with data from the Contra Costa County GIS Program. Some base data, primarily City Limits, is derived from the CA State Board of Equalization's tax rate areas. While obligated to use this data the County assumes no responsibility for its accuracy. This map contains copyrighted information and may not be altered. It may be reproduced in its current state if the source is cited. Users of this map agree to read and accept the County of Contra Costa disclaimer of liability for geographic information.

Map Created 1/12/2019
by Contra Costa County Department of Conservation and Development, GIS Group
30 Muir Road, Martinez, CA 94553
37.59-41.791N 122.07-03.756W



If possible, please identify the area where the litter was seen. If you are unsure, choose other and describe the area.

Litter Zone*

Please select the zone the litter was seen. If unknown, please select other and describe

- A
- B
- C
- D
- E
- Other

If Other, please describe

Additional Information (optional)

Although not required, the following information is requested. **We strongly encourage you to provide contact information because conducting an effective investigation usually requires some follow-up communication with the complainant.**

Further Information that may Assist Investigation

Use this field to enter any other potentially pertinent information related to the litter being reported. Be as detailed as possible because that is the best way to make the investigation as effective as possible.

First Name

Last Name

Street Address

City

State

Zip

Email Address

Phone Number

- 1. **Receive an email copy of this form.**

Email address

This field is not part of the form submission.

*** indicates a required field**

EXHIBIT E

ANNA M. ROTH, RN, MS, MPH
HEALTH SERVICES DIRECTOR

RANDALL L. SAWYER
CHIEF ENVIRONMENTAL HEALTH & HAZMAT OFFICER

MARILYN C. UNDERWOOD, PHD, REHS
DIRECTOR OF ENVIRONMENTAL HEALTH



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ENVIRONMENTAL HEALTH

2120 Diamond Boulevard, Suite 200
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Ph (925) 692-2500
Fax (925) 692-2502
www.cchealth.org/eh/

April 4, 2019

Honorable Juan Antonio Bangles
City of Pittsburg
65 Civic Avenue
Pittsburg, CA 94565

**RE: Contra Costa County Response to the City of Pittsburg Keller Canyon Landfill
Correspondence Dated February 6, 2019**

Contra Costa Environmental Health (CCEH) remains committed to alleviating the concerns and fears expressed by residents at the community meeting held at the Ambrose Community Center in July 2018 and in subsequent conversations with CCEH staff in the ensuing months regarding the alleged radioactive contaminated soil from Hunters Point Naval Shipyard (HPNS). To this point CCEH engaged with a group of stakeholders, including representatives from the City of Pittsburg as well as the local community, in a formal solicitation process for an independent contractor to investigate the potential presence of radioactive and hazardous wastes at Keller Canyon Landfill (KCL) originating from HPNS. The contract was awarded to TRC Solutions, Inc. (TRC) and approved by the Board on September 25, 2018.

The intent of the contract was to allow TRC to perform a forensic audit of available data in an attempt to determine the potential presence of radioactive and hazardous wastes at KCL originating from HPNS, and provide feedback about pros and cons of next steps. TRC's findings would be compiled for review in a Technical Memorandum and used to develop a Community Participation Plan as well as a Work Plan comprised of a Sampling and Analysis Plan (if warranted) and a Quality Assurance Plan (if warranted) with input from CCEH.

TRC is in the final stages of their comprehensive document review and actively preparing a draft Technical Memorandum of their findings. CCEH is confident that TRC's report will shed light on the presence or absence of radioactive and hazardous wastes at KCL originating from HPNS. Considering that TRC was awarded the contract for this investigation based on their technical expertise related to radiologic and hazardous waste contamination, CCEH believes that if radiologic or hazardous material was deposited in KCL that TRC is best equipped to provide guidance on a path moving forward.



CCEH and TRC are aware of the various monitoring, sampling, and testing protocols requested by both the City of Pittsburg as well as residents, and respectfully request that all parties allow TRC's investigation be completed. All options for monitoring, sampling, and testing protocols remain on the table and will be considered following the submittal of TRC's Technical Memorandum during the preparation of a comprehensive Work Plan as mentioned above. In response to the City of Pittsburg's demands, the County offers the following:

- A. See responses outlined below corresponding to the numbering schema in original letter:
1. Republic Services has a vested right to operate the Keller Canyon Landfill pursuant to the terms of the County issued Land Use Permit. The County does not have sufficient cause to require the landfill to cease accepting waste pending the outcome of the current investigation related to acceptance of waste from Hunters Point Naval Shipyard.
 2. Awaiting completion of TRC's forensic audit, Technical Memorandum, and Sampling and Analysis Plan (if warranted).
 3. Awaiting completion of TRC's forensic audit, Technical Memorandum, and Sampling and Analysis Plan (if warranted).
 4. Awaiting completion of TRC's forensic audit and Technical Memorandum.
 5. The landfill operator conducts radiation monitor testing weekly as described in the monthly Local Enforcement Agency (LEA) inspection reports (which the City Manager's office receives).
 6. Awaiting completion of TRC's forensic audit, Technical Memorandum, and Sampling and Analysis Plan (if warranted).
 7. Completed as previously noted.
 8. Awaiting completion of TRC's forensic audit and Technical Memorandum.
 9. KCL is a Class II disposal site, designed to take and dispose of waste/materials with non-hazardous levels of contamination, including by-products from industrial processes. However, KCL is not allowed to accept hazardous or radioactive wastes. Although the County does not have the authority to impose such a requirement, it is worth noting that the landfill operator ceased accepting any waste/materials from HPNS in 2017.
 10. The County's position remains unchanged since responding to the City's request to be designated as the LEA in the letter dated 12/5/2016 (see enclosed letter from the County Administrator). The County has jurisdictional land use authority over the land in the unincorporated area, including the KCL. In order for the City Planning Department to gain oversight over the KCL, the City would need to annex all property owned by the landfill.
- B. CCEH acting in its capacity as the LEA for Contra Costa County requires that KCL comply with the daily cover requirements stipulated in the California Code of Regulations (CCR), Title 27, Section 20680. In addition, the Contra Costa County Department of Community Development (DCD) requires under LUP Condition # 30.3 that newly disposed refuse be covered with "compacted soil or other cover material meeting state regulatory requirements enforced by the CCEH and CalRecycle" and approved in writing by DCD.



- C. The Board of Supervisors would have to approve an LUP amendment or modification in order to require the formal Permit Reviews called for by LUP condition # 11.1 be conducted on an annual basis. However, as an alternative, in response to potential interest expressed by the CPC and Board, County staff and the landfill operator are discussing potentially having a less formal compliance review next year to provide an update about landfill improvement activity and status of LUP compliance in an open public forum. This permit compliance update would *not* follow the Board Approved Permit Review Criteria nor require approval of any LUP amendment or modification.
- D. DCD must presume that references to the Community Advisory Group in the City's letter refers to the "Local Advisory Committee" (LAC) that had been established pursuant to the requirement in the LUP conditions of approval. Based on existing Board policy, advisory bodies are only formed and maintained when the Board of Supervisors determines there is sufficient need. The LAC was eliminated by formal action of the Board once there was no longer an on-going need for it. Therefore, this Committee would only be reinstated if and when, the Board determines they need an advisory body that is charged with focusing on landfill development and operations. In lieu of reinstating the LAC, for the purpose of keeping interested neighbors updated about landfill operations, it would be more useful to hold less formal and more inclusive community meetings that all interested nearby residents could participate in equally. This less formal structure would eliminate the limitations, complications and administrative burden associated with more formal committee meetings, which are subject to the Brown Act, the County's Better Government Ordinance and the County's Advisory Body policies. The landfill operator has previously expressed a willingness to host/arrange community meetings twice a year or more that may include tours of the landfill site, as a means of keeping lines of communication open between the landfill and local residents.
- E. Permits issued for the landfill provides the operator with a vested right to dispose of a specified amount of waste in the designated waste placement area. Therefore, in order to close the front cell to any future disposal it is necessary for the landfill operator to agree to such. The landfill operator has expressed willingness to pursue redesign of the waste placement area, creating commensurate airspace elsewhere, allowing the abandonment of the use of remaining airspace in the front disposal cell (where Phase 3B1 is located). During a couple of public meetings, a landfill representative has indicated a strong preference to avoid placing any future waste in the front cell. However, that will require going through the necessary approval/permitting processes to allow development and use of equivalent airspace elsewhere on-site. It will take time for the operator to go through the numerous design/permitting processes involved to officially modify the allowable waste placement area (i.e. study of lost air space to be recaptured elsewhere, modifying the existing 244-acre extent of waste disposal, and possibly the baseline extent of (land) disturbance for dirt capture purposes). The timing should not be an issue since the active disposal cell and adjacent cells located in the back of the canyon is estimated to have enough capacity to last for at least five years.



CCEH will inform you, City of Pittsburg staff, and the community when the information from TRC's Technical Memorandum is finalized and made publicly available.

Sincerely,



Marilyn C. Underwood, Ph.D., REHS
Director of Environmental Health

MU/cdm

Enclosure: County Administrator's Response to City of Pittsburg Request to be Designated as KCL LEA dated December 5, 2016

cc: City of Pittsburg Vice-Mayor Jelani Killings
City of Pittsburg Councilmember Marilyn Craft
City of Pittsburg Councilmember Shanelle Scales-Preston
City of Pittsburg Councilmember Holland Barrett White
Garrett Evans, City of Pittsburg City Manager
Fritz McKinley, City of Pittsburg Assistant City Manager
Laura Wright, City of Pittsburg Environmental Affairs Manager
Deidra Dingman, DCD Principal Planner
Kristian Lucas, CCEH Supervising Environmental Health Specialist
The Honorable John M. Gioia, Board of Supervisors, District I
The Honorable Candace Andersen, Board of Supervisors, District II
The Honorable Diane Burgis, Board of Supervisors, District III
The Honorable Karen Mitchoff, Board of Supervisors, District IV
The Honorable Federal D. Glover, Board of Supervisors, District V



County Administrator

County Administration Building
651 Pine Street, 10th Floor
Martinez, California 94553-1229
(925) 335-1080
(925) 335-1098 FAX

David J. Twa
County Administrator

Contra Costa County



Board of Supervisors

John M. Gioia
1st District

Candace Andersen
2nd District

Mary N. Piepho
3rd District

Karen Mitchoff
4th District

Federal D. Glover
5th District

December 5, 2016

Honorable Joe Sbranti, City Manager
City of Pittsburg
65 Civic Avenue
Pittsburg, CA 94565

Dear Mr. Sbranti:

As requested by Laura Wright during the November 1, 2016, Board of Supervisors meeting, this letter serves as a formal response to your January 9, 2015, letter to the Board, proposing that the Pittsburg Local Enforcement Agency (Pittsburg LEA) be designated as the local enforcement agency to conduct solid waste inspections and enforcement at Keller Canyon Landfill ("Landfill").

Public Resources Code section 43202 authorizes the Board to designate a local enforcement agency (LEA) to enforce solid waste laws in unincorporated areas. Only one local agency may be designated to be the County's LEA. (Cal. Code Regs., tit. 14, § 18050.) After certification by the California Department of Resources Recycling and Recovery (CalRecycle), the designated agency becomes the sole LEA in its jurisdiction. (Cal. Code Regs., tit. 14, § 18070.) CalRecycle staff has confirmed that state laws and regulations authorize the County to designate only one agency as its LEA and that the designated agency must act as the LEA for the entire unincorporated area.

Contra Costa Environmental Health (CCEH) is the designated and certified LEA for the unincorporated area and has served in this capacity since 1992. CCEH is also the designated and certified LEA for 18 of the County's cities. CCEH remains committed to fulfilling its solid waste enforcement duties in Contra Costa County.

Because of the above restrictions, the Board cannot designate the Pittsburg LEA as the LEA solely for the Landfill.

Sincerely,

A handwritten signature in black ink, appearing to read "David J. Twa".

David J. Twa
County Administrator

cc: Marilyn Underwood, Environmental Health Director
John Kopchik, Conservation and Development Director
Deidra Dingman, Principal Planner

TO: BOARD OF SUPERVISORS
FROM: VAL ALEXEEFF, DIRECTOR,
GROWTH MANAGEMENT & ECONOMIC DEVELOPMENT AGENCY
DATE: June 20, 1995
SUBJECT: CRITERIA FOR REVIEW ON KELLER CANYON LANDFILL
LAND USE PERMIT (LUP 2020-89)



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

RECOMMENDATIONS:

1. Accept the staff submittal entitled Outline of Criteria, Review of Land Use Permit Conditions for Keller Canyon Landfill (Attachment 1).
2. Adopt criteria for the review of the Keller Canyon Landfill Land Use Permit Conditions of Approval at the Board meeting of June 20, 1995.
3. Refer the Conditions of Approval for the Keller Canyon Landfill Land Use Permit to the County Planning Commission for review pursuant to the Board's review criteria.
4. Direct staff to prepare a staff report on the above referred for consideration by the County Planning Commission.

FISCAL IMPACT

No General Fund impact. The review will be paid for by the permittee as a Land Use Permit Implementation/Mitigation Monitoring Program (I/MM) cost.

BACKGROUND:

The Board of Supervisors, on June 6, 1995, determined that a review of the Keller Canyon Landfill Land Use Permit Conditions of Approval should be performed through a referral to the County Planning Commission. Accordingly, the Board directed staff to prepare criteria to guide the review and to have the criteria considered by the Board at a public meeting. Staff's submittal is the attached document entitled Outline of Criteria, Review of Land Use Permit Conditions for Keller Canyon Landfill.

CONTINUED ON ATTACHMENT:

YES

SIGNATURE:

RECOMMENDATION OF COUNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE
 APPROVE OTHER

SIGNATURE(S):

ACTION OF BOARD ON June 20, 1995 APPROVED AS RECOMMENDED OTHER

Following presentation by Dennis Barry, Community Development Department, of the report on the above matter, and Board discussion of the issues, IT IS BY THE BOARD ORDERED that the recommendations 1,2,3, and 4 are APPROVED: AND THE City of Pittsburg and Browning Ferris Industries are INVITED to discuss whether to activate the Keller Canyon Landfill Advisory Committee or another process for community/citizen input in this process; and DIRECTED the Growth Management and Economic Development (GMEDA) staff to address the issue of definitions of classifications of waste.

VOTE OF SUPERVISORS

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

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

Attachment:

Contact: Charles A. Zahn (510) 646-2096
cc: Community Development Department (CDD)
County Administrator
County Counsel
County Health Services Department
Central and East County Cities
Central County Waste Management Authority
Browning-Ferris Industries
Citizens' United

ATTESTED June 20, 1995

PHIL BATCHELOR, CLERK OF THE BOARD OF SUPERVISORS AND COUNTY ADMINISTRATOR

BY: DEPUTY

ATTACHMENT 1

**OUTLINE OF CRITERIA
REVIEW OF LAND USE PERMIT CONDITIONS FOR
KELLER CANYON LANDFILL**

**PART I
BACKGROUND FOR REVIEW**

A. AUTHORITY

1. Land Use Permit

Condition 11.1 of Land Use Permit 2020-89 states the following:

11.1 ADMINISTRATION

Permit Review. The Board of Supervisors will hold annual public hearings to review the Conditions of Approval for this Land Use Permit for three years beginning one year after the commencement of operations of the Landfill. The Board may refer proposed changes to the Land Use Permit to the County Planning Commission for processing. Thereafter, the County Planning Commission shall hold public hearings on the Land Use Permit at three-year intervals. As a result of a review and public hearing, the County Planning Commission may recommend to the Board of Supervisors new or modified conditions to improve the public health, safety, and welfare. Nothing in this condition shall preclude the landfill owner from applying for amendments to the Land Use Permit at any time or preclude the County from addressing emergency situations or new requirements imposed by State or Federal legislation or the courts.

2. Intent of Review

B. CONTEXT FOR THE REVIEW

1. Applicable Laws and Regulations

2. Terms of Applicable Permits
 - a. Solid Waste Facilities Permit (LEA)
 - b. Waste Discharge Requirements (RWQCB)
 - c. Permit to Operate (BAAQMD)
 - d. Other Regulatory Agency Requirements
3. Compliance with CEQA; Consistency with Keller EIR
4. Vested Rights of Permittee
5. Demonstration of Compelling Public Necessity

C. STATUS OF EXISTING LAND USE PERMIT CONDITIONS OF APPROVAL
(IMPLEMENTATION/MITIGATION MONITORING PROGRAM)

D. COMPLAINTS REVIEW

1. Complaints to CCDD and LEA
2. Complaints to Regulatory Agencies
3. Complaints to other Local Agencies

E. ISSUES RAISED

1. Construction Issues
2. Operating Issues (Except Special Wastes)

3. Special Wastes Issues
 - a. Direct Haul of Non-transferable MSW
 - b. Direct Haul of Designated Wastes
 - c. Contaminated Soils as Proposed Cover
 - d. Proposed Disposal of Asbestos Waste
4. Haul Route Issues
5. Other Transfer/Direct Haul Issues

**PART II
REVIEW CRITERIA FOR
COUNTY PLANNING COMMISSION**

F. REVIEW CRITERIA FOR EXISTING CONDITIONS OF APPROVAL

1. Changes Required by New Regulations
2. Changes Required by Court Decisions
3. Correction of Demonstrated Significant Health Impacts
4. Correction of Demonstrated Significant Safety Impacts
5. Correction of Demonstrated Significant Public Welfare Impacts

EXHIBIT D - Compliance Status Table: Keller Canyon Landfill Land Use Permit 2020-89 Conditions of Approval

COA #	Condition Title & Description	Compliance Status	Comments
1.1	Short Title. The Keller Canyon Landfill project is henceforth referred to in this document as the Landfill.	Informational	Condition Acknowledged.
2.1	Ultimate Responsibility. The conditions of approval identify the Landfill developer as the party responsible for implementing conditions involving construction and improvements, and the Landfill operator for implementing conditions involving maintenance and management. Regardless of these identifications, the Landfill owner shall be responsible for complying with all conditions.	Informational	Condition Acknowledged.
2.2	Transfer of Ownership. The Land Use Permit for the Landfill shall run with the land; however, a new owner shall be responsible for notifying the County Conservation and Development Department of any change in ownership. A change in ownership shall be interpreted to mean the acquisition of 5 percent or more of the value of the Landfill site covered by this Land Use Permit. (It is noted that other permits may not necessarily run with the land.)	Completed. On-Going	The First Amended Landfill Franchise Agreement contains assignment requirements pertinent to a change in ownership. The Keller Canyon Landfill Company (KCLC) was owned by Browning Ferris Industries (BFI) at the time the Landfill began operations in 1992. In 1999, BFI sold/transferred KCLC and other local assets to Allied Waste Industries. In 2008, Allied Waste Industries merged with Republic Services, Inc.
2.3	<p>Assignment of Responsibility.</p> <p>a) The Board may assign the responsibility of administering specific Conditions of Approval or provisions of this LUP, such as State Minimum Standards, to County Departments or other units of government.</p> <p>b) The Board may suspend the implementation of conditions or provisions of this LUP where such conditions or provisions are inconsistent with the terms of a contract or agreement entered into between the Board and the operator or other units of government, or by the terms of a joint powers agreement where the County is a member of the joint powers agency. This would not alleviate the need to comply with the public approval process required when amending this LUP. Any Board approved suspension would automatically be nullified at such time as the contract or agreement no longer includes terms inconsistent with the specified condition.</p> <p>c) For the purposes of Condition 2.3(b), the Franchise Agreement between the County and the Landfill Owner as amended in November 1994, is an eligible contract.</p> <p>d) If no contract or agreement is in force, as referred to in Condition 2.3(b), the County retains authority to implement this LUP and all of its Conditions.</p>	Informational	UPDATE: This condition was approved by the Board of Supervisors as part of the first Permit Review by the County on September 22, 2015.
3.1	Compliance Objective. The Landfill developer and operator shall at all times comply with the requirements of laws and permits applicable to the facility. This condition is not intended to grant authority or assign responsibility to the County for the independent enforcement of regulatory and permitting requirements that fall within the primary jurisdiction of other agencies (see Condition 11.11).	In Compliance. On-Going	Operation has generally been conducted in compliance with all local, State, and federal laws and regulations. The Department of Conservation and Development (DCD) is not aware of any violations that were not corrected in a timely manner. The Landfill operator and any Vendors/operators subcontracted to work at KCL is required to comply with this LUP and all other permits with regulatory authority over landfill operations. See Condition 14.2 for a listing of approved permits.

EXHIBIT D - Compliance Status Table: Keller Canyon Landfill Land Use Permit 2020-89 Conditions of Approval

COA #	Condition Title & Description	Compliance Status	Comments
3.2	<p>Design Standard. The Landfill developer shall design the Landfill facility to meet the requirements of the San Francisco Regional Water Quality Control Board for a Class II waste disposal facility.</p>	<p>In Compliance. On-Going</p>	<p>KCL is a Class II waste disposal facility that has been classified by the Regional Water Quality Control Board (RWQCB) according to the provisions of Title 27, Environmental Protection--Division 2, Solid Waste Chapter 3. Criteria for All Waste Management Units, Facilities, and Disposal Sites . Keller Canyon Landfill's design, construction, and operation comply with all State Minimum Standards for solid waste handling and disposal specified in Title 27 of the California Code of Regulations (CCR). The design for each phase of the landfill is subject to RWQCB review and approval prior to construction being authorized by DCD.</p>
3.3	<p>State Minimum Standards. The operation and maintenance of this facility shall at all times comply with Minimum Standards for Solid Waste Handling and Disposal (California Code of Regulations, Title 14 and Title 27).</p>	<p>In Compliance. On-Going</p>	<p>In 1997, California Code of Regulations (CCR) Title 14 and 23 for the Solid Waste Facilities Permit, were modified into CCR Title 27. KCL complies with all Minimum Standards for Solid Waste Handling and Disposal. The LEA has local enforcement authority over KCL and conducts monthly inspections of the landfill site to ensure compliance with the Minimum Standards for Solid Waste Handling and Disposal. See Condition 3.10.</p>
3.4	<p>Land Use Permits. The Landfill developer and operator shall at all times comply with the provisions and requirements of this Land Use Permit. A violation of any of these conditions may be cause for revocation of the Land Use Permit pursuant to County Code Section 418-4.020 following reasonable written notice. Alternatively, the County has the option of issuing formal notices and assessing penalties pursuant to Section 4.19 of the Landfill Franchise Agreement or County Code Chapter 14-6, Civil Enforcement.</p>	<p>In Compliance. On-Going</p>	<p>Landfill owner/operator is in compliance with the LUP conditions of approval currently in effect. This table reflects DCD staff's assessment of landfill operator's current status of compliance for each LUP Condition of Approval.</p>
3.5	<p>Solid Waste Facilities Permit. The Landfill operator shall conform with all provisions and requirements of the Landfill's Solid Waste Facilities Permit, and any related directives of the California Department of Resources Recycling and Recovery (CalRecycle) or Contra Costa Environmental Health, as the Local Enforcement Agency for CalRecycle.</p>	<p>In Compliance. On-Going</p>	<p>UPDATE: The Operator has demonstrated consistent compliance with conditions of the SWFP. The exceptions pertained to odor management issues related to disposal of anaerobic compost material originating from the Organic Material Processing Facility in Richmond. This material was ordered for disposal by the LEA and other regulatory agencies. A series of complaints of nuisance odors were received commencing in October 2016, continuing through January 2017. The LEA issued violations of SWFP 07-AA-0032 for odor control on October 24, 2016; December 22, 2016; and January 12, 2017. Please refer to LUP Condition 20.2 Odor Containment for additional discussion.</p> <p>The Solid Waste Facility Permit was reviewed by Contra Costa Environmental Health in 2014. The next permit review is scheduled for 2019.</p> <p>The landfill operator submitted a Report of Disposal Site Information (RDSI) and formal application for a Solid Waste Facility Permit (SWFP) on 1/3/1992 (see letter from S. Gordon (KCLC) to C. Nicholson (HSD), dated 1/3/1992. SWFP 07-AA-0032 was issued April 29, 1992, and is reviewed every five years. The last revision was in 2014. The LEA conducts monthly inspections.</p>

EXHIBIT D - Compliance Status Table: Keller Canyon Landfill Land Use Permit 2020-89 Conditions of Approval

COA #	Condition Title & Description	Compliance Status	Comments
3.6	Class II Landfill Requirements. The Landfill operator shall at all times comply with the Class II waste disposal facility provisions and requirements of Article 3, Chapter 15 of Title 23 and Title 27 of the California Code of Regulations.	In Compliance. On-Going	In 1997, California Code of Regulations (CCR) Title 14 and 23 for the Solid Waste Facilities Permit, were modified into CCR Title 27. Title 27 allows for preparation of a <i>Joint Technical Document (JTD)</i> to include the Report of Disposal Site Information (RDSI), Report on Waste Discharge, Preliminary Closure Plan, and Postclosure Maintenance Plan. These documents formerly were submitted separately.
3.7	Other Regulatory Agencies' Requirements. The Landfill operator shall at all times comply with the provisions and requirements of other regulatory agencies having jurisdiction over the facility.	In Compliance. On-Going	The landfill operator has generally been in compliance with all facility permits. There is no history or evidence of on-going non-compliance with other permits of other agencies with regulatory jurisdiction over landfill design and operations.
3.8	Utilities, Service Districts, and Government Agencies' Requirements. The Landfill developer or operator shall at all times comply with the regulations and requirements of utilities, districts, or agencies which have jurisdiction over the installation of improvements or provide services to the landfill.	In Compliance. On-Going	UPDATE: There were alleged violations of the SWFP related to nuisance odors. The LEA issued violations on October 24, 2016; December 22, 2016, and January 12, 2017. Please see COA 20.2 Odor Containment for discussion. There were no recorded permit violations in 2015 and 2016. The Landfill Operator was in compliance with all facility permits during this time period.
3.9	Notice Coordination. The Landfill operator shall notify the Department of Conservation and Development (DCD) in writing at the time any report is submitted to other agencies concerning the design, operation, and maintenance of the Landfill. Copies shall be made available or mailed to DCD offices at 30 Muir Road in Martinez upon request.	In Compliance. On-Going	UPDATE: All reports submitted to agencies in 2017 have been sent to DCD either electronically or in hardcopy form. Original compliance with this condition was approved by CDD on 10/15/1991. See Community Development Department Memo, V. Conklin to C. Zahn, dated 10/15/1991, and as updated through 10/25/1991. Copies of all reports concerning landfill design, construction, operation, and maintenance that are submitted to other agencies are available upon request. Reports submitted to some agencies are available on-line (e.g. RWQCB – Geotracker).
3.10	Monitoring and Inspection. All monitoring reports and results of inspection or analysis shall be made available to the Contra Costa Environmental Health and Conservation and Development Departments. Any indication of an emergency or other serious problem relating to public health and safety shall be reported at once.	In Compliance. On-Going	The landfill operator coordinates with both CCEH and DCD in reporting any potential problems relating to public health and safety. All monitoring and inspection reports are on-file at the Landfill owner/operator's office and available for review by interested agencies during normal business hours. Inspection reports produced by County Environmental Health and CalRecycle are posted and available on-line. Contra Costa Environmental Health operates as the solid waste Local Enforcement Agency (LEA) for the California Department of Resources Recycling and Recovery (CalRecycle) with the primary responsibility to ensure correct operation and closure of solid waste facilities in the State of California, including the proper storage and transportation of solid wastes. The LEA enforces SWFP #07-AA-0032 for Keller Canyon Landfill. Also see comments in condition of approval 14.2.

EXHIBIT D - Compliance Status Table: Keller Canyon Landfill Land Use Permit 2020-89 Conditions of Approval

COA #	Condition Title & Description	Compliance Status	Comments
3.11	<p>Master Chart. The Landfill operator will maintain for reference a master chart showing schedules and results of preparation, operation, monitoring and reporting in all major phases of the facility.</p>	Completed. On-Going	<p>An initial Master Chart was approved by CDD in 1991. An update of the original development plan for the landfill prepared in 1991 was necessitated by changes that occurred from landfill operations and site development. A Conceptual Master Plan for the landfill was submitted to CDD in July 2002. The Master Plan was comprehensive and addressed important aspects of landfill design and operation. The Master Plan also demonstrated that the original permitted air space volume of 75 million cubic yards was maintained after landslide repairs and other site development.</p> <p>Landfill development sequencing for the remaining lifespan of the landfill was prepared consisting of eight (8) groupings of phases. The phases within the first two groupings, collectively known as Phases 1 and 2 respectively, had all been completed by 2002. Currently the Phase 3 is being implemented. A revised development plan for the remaining undeveloped portions of the landfill was presented in Figure 8 of the Master Plan. The revised plan accounts for mitigation of landslides, stability of containment systems and waste mass, and other design and operations parameters required to meet regulatory requirements.</p> <p>Over time, a Master Chart as described in this condition has been superseded by modern computerized project management systems. Similar information is already conveyed in periodic reports on landfill activities and site development that are submitted to regional/state agencies (copies provided to the County and also available for review during normal business hours).</p> <p>See Community Development Department Memo, V. Conklin to C. Zahn, dated 10/15/1991, and as updated through 10/25/1991.</p>
4.1	<p>Validity Period. The Landfill developer shall install pre-requisite improvements and open the Landfill for receiving refuse within three years of the final approval of the project's Solid Waste Facilities Permit. This validity period shall be tolled while any appeal filed by parties other than the Landfill developer is pending. The Landfill developer may request from the Director of Community Development one or more one-year extensions of the Land Use Permit. If the Land Use Permit is not implemented within the specified time, it shall become null and void. The Director of Community Development may allow each one-year extension if the Director finds that there are changed circumstances which warrant the consideration of changes to the Conditions of Approval.</p>	Completed	<p>The Contra Costa County Board of Supervisors approved LUP 2020-89 on July 24, 1990.</p> <p>The Solid Waste Facility Permit was issued on April 29, 1992. KCL became operational on May 7, 1992, within the specified time period of this condition.</p>
4.2	<p>Operative Date. This Land Use Permit is valid upon approval by the Board of Supervisors. However, it shall not become operative until and unless the permittee (landfill owner, etc.) first obtains and the Board of Supervisors grants a franchise to or approves an agreement with permittee (see Section 13, Franchise Agreements).</p>	Completed	<p>The original Franchise Agreement was issued on December 4, 1990. The Franchise Agreement was amended on September 13, 1994 as the First Amended Landfill Franchise Agreement. Amendment No. 1 to the First Amended Franchise Agreement was executed on November 1, 1994. Amendment No. 2 to the First Amended Franchise Agreement was executed on February 27, 1996.</p>
5.1	<p>Area of Origin. The Landfill operator shall not refuse to receive eligible wastes or cover materials which originate in Contra Costa County provided such wastes or materials are delivered to the facility in accordance with these Conditions of Approval and the landfill's Solid Waste Facilities Permit, and provided that the required governmental fees are paid. Rate setting requirements are specified in the Landfill Franchise Agreement and Section 12 of this Land Use Permit.</p>	No Longer Applicable	<p>Judicial and legislative decisions have since overturned restrictions on disposal in local landfills to protect from too early filling. Waste origin restrictions were also nullified through the First Amended Franchise Agreement in 1994. The Board of Supervisors authorized KCL to accept certain special handling wastes (non-hazardous and non-toxic) originating outside of Contra Costa County pursuant to guidelines for direct haul originally approved by the Board on 10/27/1992. See report to the Board of Supervisors dated December 7, 1993 and approved on December 14, 1993.</p>

EXHIBIT D - Compliance Status Table: Keller Canyon Landfill Land Use Permit 2020-89 Conditions of Approval

COA #	Condition Title & Description	Compliance Status	Comments
5.2	Out-of-County Wastes. <i>INVALIDATED BY LEGISLATURE</i>	No Longer Applicable	The prohibition on import of waste from outside the County was rendered No Longer Applicable by U.S. Supreme Court decisions in June 1992 that reinforced that solid waste is a business commodity subject to federal commerce clause protection.
5.3	Sub-County Service Area. If there is more than one Class II or Class III landfills operating in Contra Costa County, the Board of Supervisors may establish sub-County service areas for each on a temporary or long-term basis. If the Board has established a sub-County service area for the Landfill, the operator shall not accept waste for disposal from outside such area.	Not Yet Required	Sub-County service areas have not been established.
5.4	Reciprocal Capacity Agreement. The Landfill operator shall receive waste from outside Contra Costa County if in accordance with the terms and conditions of a Reciprocal Capacity Agreement entered into by Contra Costa County with another county. Waste shall be received upon reasonable notice to the Landfill operator and the Board of Supervisors and direction by the Board to the Landfill operator as to the terms and conditions under which the waste will be received. The Board may specify disposal charges which are applicable only to the waste received under the Reciprocal Capacity Agreement.	Not Yet Required	Reciprocal Capacity Agreements with other jurisdictions have not been established.
5.5	Pre-Requisite Curbside Recycling Program. The Landfill shall not admit for disposal waste loads from communities which do not have an eligible curbside recycling or equivalent program as determined by the Department of Conservation and Development. An eligible program shall recover a range of recyclable materials consistent with a curbside recycling program operating pursuant to a Board of Supervisors approved franchise agreement. The Board of Supervisors has the discretion to identify additional factors to be considered when determining eligibility. The Board retains the authority to approve community programs previously deemed to be ineligible by the Department of Conservation and Development.	In Compliance. On-Going	<p>UPDATE: A recent review of waste accepted by origin in 2016/17, by the landfill operator and DCD staff, revealed that all of the jurisdictions had an acceptable curbside recycling program, either certified in the CalRecycle database or verified by jurisdiction. Staff reviewed disposal reporting data that showed over 99% of the disposed tonnage came from jurisdictions within the Bay Area. Bay Area cities and municipalities have well established curbside recycling programs in place. Waste was accepted for disposal from the following jurisdictions outside of the nine county Bay Area: City of Chico; Unincorporated Merced County, City of Tracy, City of Scotts Valley, and City of Santa Cruz.</p> <p>The landfill operator uses CalRecycle's database of certified curbside recycling programs as a means of determining if a community has curbside recycling in place. Operator intends to institute a pre-acceptance procedure to ensure verification of curbside recycling occurs prior to loads being accepted from new jurisdiction.</p>
6.1	Eligible Wastes. The Landfill operator shall allow only wastes eligible for disposal in a Class II facility, as defined by the Regional Water Quality Control Board to be admitted to the land-fill. The wastes admitted to the landfill shall also be consistent with the Solid Waste Facilities Permit (07-AA-0032), administered by Contra Costa Environmental Health, and consistent with the 1990 Environmental Impact Report and Board of Supervisors' policies and approvals (including the Board of Supervisors conditional authorization in 1992-93 to accept special wastes and limited direct haul – see Conditions 8.5 through 8.7) and these conditions of approval. To the extent allowed by law, the Board of Supervisors may direct the Landfill operator not to accept wastes that do not meet State and County policies and regulations.	In Compliance. On-Going	<p>UPDATE: No ineligible waste was accepted in 2015, 2016, or 2017 to-date.</p> <p>Signage is posted at the gate and scale house outlining all prohibited material.</p>

EXHIBIT D - Compliance Status Table: Keller Canyon Landfill Land Use Permit 2020-89 Conditions of Approval

COA #	Condition Title & Description	Compliance Status	Comments
6.2	<p>Designated Wastes. The Landfill operator shall allow only those designated wastes (as defined in Section 20210 of Title 27, of the California Code of Regulations and Section 13173 of the California Water Code) approved for this facility by the San Francisco Regional Water Quality Control Board, and shall be consistent with the waste types allowed for disposal pursuant to Condition 6.1. The Board of Supervisors may designate special rates for this waste to the extent allowed pursuant to the terms of the Landfill Franchise Agreement.</p>	In Compliance. On-Going	Facility is in compliance with regulations in Title 27 of the CCR and conditions related designated wastes. On December 14, 1993, the Board of Supervisors authorized KCL to accept certain designated wastes (special handling wastes, that are non-hazardous and non-toxic) originating outside of Contra Costa County, subject to specific conditions related to volume limitations, rates, waste inspection, and laboratory testing among others. See Recommendation from Val Alexeeff, GMEDA Director, to the Board of Supervisors dated December 7, 1993. The Board approved as recommended on December 14, 1993. Many of these designated wastes have since been incorporated into the SWFP as described in Condition 6.1 Eligible Wastes above.
6.3	<p>Infectious Wastes. The Landfill operator shall accept only those infectious wastes identified in, and disposed of in accordance with the Solid Waste Facilities Permit.</p>	In Compliance. On-Going	All potentially infectious waste are disposed of in accordance with Section 14 Prohibitions of the SWFP.
6.4	<p>Ineligible Wastes. The Landfill operator shall not allow the following wastes to be disposed at the landfill:</p> <ul style="list-style-type: none"> a) Hazardous or toxic wastes. b) Radioactive wastes. c) Liquid wastes, other than utility sludges meeting Regional Water Quality Control Board requirements. d) Other ineligible wastes specified in the Solid Waste Facilities permit administered by the Contra Costa Environmental Health. 	In Compliance. On-Going	<p>UPDATE : No ineligible wastes were accepted at the landfill since the 2016 permit review.</p> <p>All incoming loads are routinely screened in accordance with the most recent Load Check Program (updated in September 2013) and Condition 17j (Hazardous Waste Screening) of the SWFP. See Condition 6.1 & 7.1.</p>
6.5	<p>Emergency Use. If the service area of the Landfill is determined to be a sub-area of the County, the County Department of Conservation and Development or Contra Costa Environmental Health may allow legal waste originating in areas of Contra Costa County, other than those stipulated in Section 5, to have access to the landfill for periods up to 180 days on an emergency basis. The department(s) may grant one extension for no longer than 180 days. The Board of Supervisors may allow the emergency use of the landfill to continue for any time period deemed necessary.</p>	Not Yet Required	Sub-County service areas have not been established.
6.6	<p>Hazardous Waste Screening and Management. See Section 19.</p>	Informational	This condition cross-references to another LUP condition.
6.7	<p>Area of Origin Restrictions. See Section 5.</p>	Informational	This condition cross-references to another LUP condition.

COA #	Condition Title & Description	Compliance Status	Comments
7.1	<p>Eligible Vehicles and Loads. The Landfill operator shall screen loads to limit to the extent practicable the intake of ineligible waste. Prior to receiving waste, the Landfill operator shall prepare in writing a program for identifying eligible vehicles and screening loads at the Landfill entrance, random sampling and inspection for ineligible wastes, and checking loads at the Landfill disposal area. The Load Inspection program shall include inspection for hazardous wastes and procedures for their handling and off-site disposal consistent with the Contra Costa County Hazardous Waste Management Plan. The program shall be subject to the approval of Contra Costa Environmental Health and the County Conservation and Development Department.</p>	In Compliance. On-Going	<p>CCEH reviewed and approved the Load Check Program as part of the LEA's 2014 review of the RDSI. DCD received and reviewed the Program and no deficiencies were identified.</p> <p>The Eligible Vehicles and Loads Program was developed to conform with the requirements of 27 CCR, Section 20870, and the WDRs [Wastes and Their Classification (Part 11)] for KCL. The Eligible Vehicles and Loads program is designed to identify and remove hazardous and prohibited wastes from the waste stream coming to the landfill. Incoming wastes are verified based on visual inspection, questioning by staff, physical assessment, and waste characterization analysis. If an incoming load is suspected of containing ineligible waste, based on the visual inspection, the hauler will be questioned by landfill personnel about the contents of the load. If there is still a question about the acceptability of the waste, the hauler will not be permitted to unload the waste.</p> <p>The original Load Check Program, dated April 25, 1993 was approved by the Health Services Department and CIWMB as part of the RDSI pursuant to issuance of the SWFP. The Load Check Program was revised in September 2013. Condition 17j (Hazardous Waste Screening) of the SWFP specifies procedures for hazardous waste inspection. Landfill personnel are trained in the implementation of identifying non-eligible vehicles and ineligible waste. Ineligible hazardous waste materials are not accepted at the landfill per conditions in this LUP and the SWFP. A Health Services Department Memo from C. Nicholson to C. Zahn (CDD) dated 3/10/1992, states this condition was reviewed and certified.</p> <p>Also see Condition 19.4.</p>
7.2	<p>Load Covering. The Landfill operator shall spot check all incoming waste-hauling vehicles for proper covering or containerization consistent with the requirements of Section 418-2.008(a) of the County Code. The operator shall identify any waste loads which are susceptible to littering or leakage because of the lack of covering, inadequate covering, or disrepair of screens, covers or containers. Customers delivering any such waste loads shall be required to provide evidence that corrective actions have been taken to effectively cover and contain waste loads (e.g. waste adequately secured with covers and containers in good repair) in order to be eligible to deliver waste loads in the future. Landfill operator shall track and report applicable details about the occurrences and corrective actions taken to the County Department of Conservation and Development annually.</p>	In Compliance. On-Going	<p>Republic Services removed the "How's My Driving?" stickers from their trucks and replaced them with "Together for Safer Roads" stickers. Incidents of litter bounce out from Republic trucks can still be recorded using the truck number which identifies every truck, and using the local phone number printed on all trucks. Republic Services is a member of Together for Safer Roads, an organization made up of private sector companies dedicated to improving traffic safety on the nation's roads. Republic is implementing a program of Best Practices for its fleet of vehicles related to road safety management, safer roads and mobility, safer vehicles, and safer road users. Republic trucks and trailers are numbered. Complainants must call Keller directly to report concerns.</p> <p>Every incoming load is inspected to ensure all waste-hauling vehicles are covered; waste loads are screened for excessive littering and inadequate covering. Transfer vehicles with inadequate screens or containers are repaired as they are identified. Republic's trucks should have phone number for others to call if litter is observed so corrective actions are taken in a timely manner (like "How's my driving"). Also see Condition 25.3.</p> <p>On May 14, 1991, the Board of Supervisors amended County Ordinance Code 91-26 (Requirements for Vehicles Transporting Refuse codified as Chapter 418-2) to require all waste-carrying vehicles transporting refuse to solid waste facilities in the County to have their loads covered. On September 9, 1991 the Board of Supervisors approved additional recommendations that included but was not limited to requiring DCD to include off-site litter policing in new permits for waste disposal and processing facilities; and directed County staff to work with the Sheriff's Department and California Highway Patrol to assure enforcement of covered load and anti-littering requirements.</p>

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COA #	Condition Title & Description	Compliance Status	Comments
8.1	<p>Eligible Vehicles. The Landfill operator shall admit only the following refuse transport vehicles:</p> <ul style="list-style-type: none"> a) Transfer station trucks (vans). Transfer stations shall have a Waste Management Program, which includes hazardous waste screening and resource recovery operations. Program may be subject to the approval of the Board of Supervisors if deemed necessary for consistency with the Countywide Integrated Waste Management Plan. b) Demolition and construction material trucks hauling debris that would not be recycled or otherwise diverted from disposal if processed at a local Transfer Station. There are waste reduction requirements that apply to such wastes generated by businesses and industries, therefore the operator shall assist the County to help ensure compliance with such requirements or goals through implementation and compliance with Conditions 8.5 – 8.7. c) Incinerated sewage sludge-hauling trucks originating at utilities. d) Sewage and water treatment plant sludge and other byproduct trucks with loads complying with San Francisco Regional Water Quality Control Boards solids-to-liquid requirements. e) Trucks hauling Designated Wastes approved for this landfill by the Regional Water Quality Control Board. f) Other specialized waste transport trucks, hauling wastes identified in the Landfill's Solid Waste Facilities Permit which cannot be feasibly processed to increase diversion through a Transfer Station. 	In Compliance. On-Going	Only eligible vehicles, as outlined in this condition and/or the operating permits, are allowed admittance into the Keller Canyon Landfill. In-county waste origin requirements of this condition are unenforceable as a result of U.S. Supreme Court decisions in June 1992 (see also the First Amended Franchise Agreement in 1994). See Condition 5.1.
8.2	Service Area Restriction. See Section 5.	Cross-Reference	This condition solely cross-references another LUP section. See Section 5.
8.3	Emergency Exemption. See Condition 6.5.	Cross-Reference	This condition solely cross-references another LUP condition. See Condition 6.5.
8.4	Reciprocal Use Exemption. See Condition 5.4	Cross-Reference	This condition solely cross-references another LUP condition. See Condition 5.4.
8.5	<p>Direct Haul. Only wastes in the prescribed vehicles which would not be recycled or otherwise diverted from disposal if processed through a local transfer station may be considered for direct haul pursuant to the Procedures specified in Condition 8.6. At least once per year, the Landfill operator shall submit an updated list of waste and material types recovered prior to transfer for disposal at the landfill if contained in loads delivered to any of the local transfer stations open to the public. The annual list shall be subject to the review and approval of the Department of Conservation and Development and is intended to be used when screening direct haul eligibility pursuant to Condition 8.6(g). Loads containing materials that will be used as cover or otherwise beneficially reused on-site and treated as diversion under the Integrated Waste Management Act may be direct hauled without going through a transfer station.</p>	In Compliance. On-Going	<p>UPDATE: New Conditions 8.5 – 8.8 pertaining to direct haul became effective on March 22, 2017, as part of the initial KCL Permit Review conducted in 2014/15 and approved by the County Board of Supervisors. Since March 22, 2017, KCL ceased acceptance and disposal of direct haul loads of waste types identified as recoverable at transfer stations.</p> <p>The Annual Ineligible List for Direct Haul (Ineligible List) was submitted in early 2017. After staff review and comment, a revised Ineligible List was submitted and approved on March 20, 2017.</p>

COA #	Condition Title & Description	Compliance Status	Comments
8.6	<p>Direct Haul Procedures. Direct haul process and materials shall be consistent with the Solid Waste Facility Permit (No. 07-AA-0032), this LUP, and applicable policies adopted by the Board of Supervisors including those identified in 8.6(k) below. The operator shall ensure new customers receive information consistent with i) and j) prior to gaining access to the site. The operator shall conduct screening procedures specified in a) through h) prior to allowing customers to direct haul waste/material loads to the landfill. Operator shall provide written confirmation that eligibility has been demonstrated consistent with these procedures prior to loads being accepted for disposal. Operator shall summarize results of direct haul eligibility screening completed each quarter in the direct haul reports required under Condition 8.7.</p> <p>a) Name of company and physical location at which the waste or material was generated.</p> <p>b) Complete description of waste including chemical analysis and solids-to-liquid ratio when appropriate.</p> <p>c) Description of originator’s in-house waste inspection program(s) to ensure screening for hazardous and/or toxic materials or originator’s written confirmation that their practices comply with uniform waste inspection program prepared by the Landfill operator.</p> <p>d) Description of volume and expected frequency of waste to be hauled and a description of the specialized waste transport vehicle(s) to be utilized.</p> <p>e) Description of the waste originator’s in-house waste reduction and recycling program(s) or originator’s written confirmation that their practices comply with a uniform waste reduction and recycling plan to be prepared by Landfill operator and approved by the Department of Conservation and Development.</p> <p>f) Originator’s or transporter’s affirmation to adhere to County imposed haul route and peak hour hauling restrictions.</p> <p>g) Written confirmation by the Landfill operator that the waste or material is not on the approved annual list described in condition 8.5, and</p> <p>h) Written waste eligibility determination from Keller Canyon Landfill Company based on a) through g) above.</p> <p>i) Requirements of Keller Canyon Landfill Company describing contract for landfill use, rules and regulations of the landfill (e.g. on-site speed limit), prescribed haul route, load inspection program, driver training program, and any other such information as required.</p> <p>j) Requirements for proper load covering or containerization and consequences for non-compliance specified in Condition 7.2.</p> <p>k) Any other information required by the Director of Conservation and Development, or by the actions of the Board on August 11, 1992 October 27, 1992, November 24, 1992, August 17, 1993 and December 14, 1993.</p>	In Compliance. On-Going	<p>UPDATE: New Conditions 8.5 – 8.8 pertaining to direct haul became effective on March 22, 2017, as part of the initial KCL Permit Review conducted in 2014/15 and approved by the County Board of Supervisors. Since March 22, 2017, KCL ceased acceptance of direct-hauled mixed C&D for disposal.</p> <p>The operator has submitted the direct haul quarterly reports required under COA 8.7 that incorporates Direct Haul Procedures required in this condition.</p>

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COA #	Condition Title & Description	Compliance Status	Comments
8.7	<p>Direct Haul Reports. The Landfill operator shall submit quarterly direct haul reports to the Department of Conservation and Development. The quarterly reports shall contain details about all direct haul loads, including the date accepted, customer (company) name, waste type, tonnage, location and jurisdiction of waste/material origin (city and county) and end use (disposal, cover or other on-site beneficial reuse). Summarized results of all direct haul eligibility screening conducted during each period shall be submitted in conjunction with the quarterly waste origin reports. The quarterly reports shall also identify the total tonnage of municipal solid waste (Class III waste) received that quarter, total tonnage of Class II wastes received that quarter, and the percentage of total waste received which is characterized as Class II. If determined necessary by DCD, additional reporting information or more frequent reporting may be required in the future.</p>	In Compliance. On-Going	<p>UPDATE: New Conditions 8.5 – 8.8 pertaining to direct haul became effective on March 22, 2017, 18 months from the September 22, 2015 approval by the County Board of Supervisors as part of the initial KCL Permit Review conducted in 2014/15.</p> <p>The operator has submitted a Direct Haul Report for the first and second quarters of 2017 to DCD and is working with DCD staff on the finalization of data compilation and reporting to meet requirements of this condition of approval.</p>
8.8	<p>Emergency Direct Haul. In the event that a natural disaster or other emergency prevents the timely processing of wastes through a transfer station before disposal at the landfill, such waste or loads may be considered for direct haul. The landfill operator shall submit a written request to the County Department of Conservation and Development when circumstances or conditions warrant, or may warrant, emergency direct haul to the landfill. The landfill operator shall not proceed with emergency direct haul until written approval has been provided by the Director of the Department of Conservation and Development. The landfill operator shall submit an incident report describing the basis for emergency direct haul and the contingency actions taken.</p>	Not Yet Required	<p>UPDATE: New Conditions 8.5 – 8.8 pertaining to direct haul became effective on March 22, 2017, as part of the initial KCL Permit Review conducted in 2014/15 and approved by the County Board of Supervisors. Since March 22, 2017, circumstances or conditions have not warranted emergency direct haul to Keller Canyon Landfill.</p>
9.1	<p>Hours of Operation. The Landfill operator shall not open the landfill to receive waste loads before 7:00 a.m. or after 7:00 p.m. Refuse shall be covered by 7:30 p.m. at which time working lights shall be extinguished. Entry and security lights shall be dimmed at 7:30 p.m. Other hours of operation, within those parameters, may be specified by Contra Costa Environmental Health or in the Landfill's Solid Waste Facilities Permit. Special loads may be received at other times in accordance with procedures established by Contra Costa Environmental Health or the Department of Conservation & Development.</p> <p>The Director of Conservation and Development may administratively shorten or extend the hours of operations prescribed above after consultation with the Landfill operator, Contra Costa Environmental Health, and the City of Pittsburg, after holding a public hearing to obtain the comments of other interested parties. To shorten the hours of operation, the Director of Conservation and Development shall find that the changes are needed to mitigate substantial noise, traffic, or similar impacts arising from the operation of the Landfill which were not known when this Land Use Permit was adopted. To extend the hours of operation, the Director of Conservation and Development shall find that longer hours will not cause traffic, noise, glare, or similar impacts of Landfill operations to substantially increase in the vicinity of the Landfill. Exceptions to this limitation may be granted in response to natural disasters or other emergencies if deemed warranted by the Director of Conservation and Development if required to address any applicable officially declared disaster.</p>	In Compliance. On-Going	<p>Hours of operation and control of on-site lighting are in compliance as specified in this condition. There have been no shortening of hours due to unforeseen impacts arising after the LUP was issued. No waste is accepted after 7:00 P.M. The required daily cover is completed by 7:30 P.M. All stationary lights are extinguished by 7:30 P.M.</p>

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COA #	Condition Title & Description	Compliance Status	Comments
9.2	<p>Operating Days. The landfill shall remain open for operation six days a week except on Holidays. It shall close on Sundays. Exceptions to this limitation may be granted in response to natural disasters or other emergencies if deemed warranted by the Director of Conservation and Development.</p>	In Compliance. On-Going	The facility is open six days a week and closed on Sundays as specified in this LUP condition; Specification 5b. of the SWFP; and Condition #17309 part 1 of the Major Facility Review permit issued by the BAAQMD.
9.3	<p>Maximum Daily Tonnage. The landfill may accept for disposal a maximum of 3,500 tons of refuse per day. The Board of Supervisors shall review and revise, if necessary, the maximum allowable tonnages per day. If the Board establishes sub-County service areas, maximum tonnages for each landfill may be prorated to reflect their service areas. The Board may increase the maximum daily tonnages, if necessary, to reflect Reciprocal Capacity Agreements or emergency measures. Exceptions to this limitation may be granted in response to natural disasters or other emergencies if deemed warranted by the Director of Conservation and Development. The Landfill operator shall submit quarterly reports to the Department of Conservation and Development solely showing daily waste tonnage accepted for disposal.</p>	In Compliance. On-Going	<p>UPDATE: The maximum daily tonnage limit of 3,500 was not exceeded in 2015, 2016, or 2017 to-date.</p> <p>KCL is in compliance with the maximum daily tonnage limit of 3,500 specified in this LUP condition; Section 5c and Condition 17m of the SWFP; and Condition #17309 part 2(a) of the Major Facility Review permit issued by the BAAQMD. Tonnage records are submitted to County DCD and CCEH and are available for review. Sub-County services areas have not been established.</p>
9.4	<p>Minimum Buffer Zone. The Landfill developer shall reserve a minimum buffer of 2,000 feet from the closest place of permanent waste placement to the closest existing residence on Jacqueline Drive.</p>	In Compliance. On-Going	The Minimum Buffer Zone of 2,000 feet was established and is maintained per this condition.
9.5	<p>Special Buffer Area. No residential housing shall be permitted at any time in the special buffer area. See Condition 23.2.</p>	In Compliance. On-Going	<p>The Special Buffer Area continues to be under Williamson Act contract (Contra Costa County, 2008) and is zoned A-4, Agricultural Preserve.</p> <p>No residential housing has been constructed in the Special Buffer Area. Application submitted for oil and gas well permit to drill a well in the Special Buffer Area (094-360-010) in June 2003.</p>

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COA #	Condition Title & Description	Compliance Status	Comments
9.6	<p>Dedication of Special Buffer Area. At the time of the submission of the landfill's Development and Improvement Plan, pursuant to Government Code Section 7050, the landfill owner shall offer to dedicate the fee title of the land within the Special Buffer Area to the County of Contra Costa for recordation. The County may accept the fee title and complete the dedication subsequent to the opening of the landfill for the disposal of waste. In making the offer of dedication the Landfill owner may reserve the rights to carry out mitigation programs required by these Land Use Permit Conditions of Approval, and as may be further detailed in implementation plans required to be prepared by these Conditions within the Special Buffer Area.</p> <p>The Landfill operator may perform grading and make installations, such as drainage ditches within the Special Buffer Area related to the landfill facility, provided that the grading and installations are consistent with the approved final Development and Improvements Plan and do not impair the capability of the Area to accommodate agricultural grazing and provide habitat mitigation consistent with these Conditions of Approval. Similarly, the Landfill operator shall be allowed to carry out closure and post-closure activities related to the landfill or the Special Buffer Area provided that such activities are consistent with a County-approved closure plan and with the uses of the land allowed by these Conditions of Approval.</p> <p>The County may require the Landfill operator to maintain the Special Buffer Area, subsequent to dedication, at the operator's expense. Maintenance shall include security, weed control, erosion control and the provision of fire trails.</p>	Completed	<p>The landfill operator submitted a letter to the County Board of Supervisors with an Offer to Dedicate on October 23, 1991. The County Board of Supervisors formally accepted the dedication offer in the form of a Board Order "Acceptance of Development Rights for Special Buffer Area, Keller Canyon Landfill" recorded on November 19, 1996.</p> <p>No waste disposal has occurred in the Special Buffer Area. Limited site development occurred consistent with the Dedication of Development Rights of the Board Order and Report of Disposal Site Information and Final Development and Improvements Plan. This site development has not impaired the Special Buffer Area's capability to accommodate grazing or habitat mitigation. The Dedication of the Special Buffer Area reserves the rights of the landfill owner to carry out mitigation programs required by LUP conditions and/or other permits.</p> <p>Offer letter substantiated by CDD on 10/23/1991. See Community Development Department Memo, V. Conklin to C. Zahn, dated 10/15/1991, and as updated through 10/25/1991.</p>
10.1	<p>Volume Estimation. The Landfill operator shall prepare reports annually estimating the remaining landfill site life (years) and capacity (cubic yards and tons). Reports shall be submitted to the Department of Conservation and Development by March 1st of each year. The Landfill operator shall also submit an initial topographic map prior to receiving wastes.</p>	In Compliance. On-Going	<p>Topographic maps, color aerial photos, and capacity absorption are completed annually. and are available for review by interested agencies during normal business hours. Aerial surveys are required under Condition 17r of the SWFP which is enforced by the LEA. DCD receives landfill capacity and estimated volume of waste in place on an annual basis which is used to satisfy an annual reporting requirement enforced by the State.</p>
10.2	<p>Scales. The Landfill developer shall install certified scale(s) at the landfill to weigh incoming and outgoing trucks. A weighing program, subject to approval by the County Department of Health Services and Director of Weights and Measures, shall be implemented to monitor incoming wastes.</p>	In Compliance. On-Going	<p>Certified scales were installed prior to commencement of landfill operations See County Certificate of Inspection dated 4/23/1992.</p> <p>The weighing program was approved by the Health Services Department prior to landfill operations (see Memo from C. Nicholson to C. Zahn, CDD dated 3/10/1992).</p>
10.3	<p>Waste Characterization. The Landfill operator shall participate with transfer station operators serving the landfill in a tracking and reporting program to characterize incoming wastes by generator (customer) name, type, amount, and originating community and perform detailed load inspections on vehicles according to a program specified by the Department of Conservation and Development. Reports shall be submitted to the Department of Conservation and Development on a quarterly basis on or before the landfill reporting deadlines specified in the Disposal Reporting regulations (Title 14).</p>	In Compliance. On-Going	<p>The facility coordinates with transfer station operators on waste characterization as required by the County and the State's Disposal Reporting System regulations. Waste characterization reports are prepared quarterly and submitted to DCD as required under this condition. A new Condition 8.7 has been added which addresses reporting for waste not processed through transfer stations.</p> <p>See letter from KCL dated 4/25/1992 for initial Waste Characterization Program.</p>

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COA #	Condition Title & Description	Compliance Status	Comments
11.1	<p>Permit Review. The Landfill operator shall submit reports to the Department of Conservation and Development summarizing the compliance status for these Land Use Permit Conditions of Approval annually unless otherwise specified by the Director of Conservation and Development. The Board of Supervisors will hold annual public hearings to review the Conditions of Approval for this Land Use Permit for three years beginning one year after the commencement of operations of the Landfill. The Board may refer proposed changes to the Land Use Permit to the County Planning Commission for processing. Thereafter, the County Planning Commission shall hold public hearings on the Land Use Permit at three-year intervals. As a result of a review and public hearing, the County Planning Commission may recommend to the Board of Supervisors new or modified conditions to improve the public health, safety, and welfare or in response to court decisions or regulatory changes. Nothing in this condition shall preclude the Landfill owner from applying for amendments to the Land Use Permit at any time or preclude the County from addressing emergency situations or new requirements imposed by State or Federal legislation or the courts.</p>	<p>In Compliance. On-Going</p>	<p>UPDATE: This LUP Compliance Review table contains DCD staff input as well as information provided by the landfill operator to satisfy this annual compliance status report requirement in accordance with the County Board of Supervisor's direction of staff to proceed with the third annual permit review.</p> <p>Operator applied for an Amendment to the LUP in 2008 which is in process under County File Number LP08-2026. The Subsequent EIR for the proposed LUP Amendment is currently on hold at landfill operator's (Applicant) request.</p>
11.2	<p>Local Advisory Committee. The Department of Conservation and Development shall organize, and the Landfill developer shall participate in a local advisory committee, consisting of elected representatives of local residents and neighborhood associations, to comment and advise on the development of the landfill and its operations. The Board of Supervisors may sanction the Local Advisory Committee as an official County committee. The committee shall be established as soon as reasonably possible after the Board of Supervisors' approval of this Land Use Permit, if such approval is forthcoming. Meetings shall be initiated following the approval of a Land Use Permit and shall be held at least quarterly through the first two years of landfill operation. Subsequently, meetings may be held annually, but with the provision for meetings on call by the chair or the written request of 3 or more members unless otherwise specified by the County Board of Supervisors. Contra Costa Environmental Health shall be notified at least 10 days in advance of all meetings. Subjects for consideration at meetings will include, but shall not be limited to safety and emergency procedures, landfill fill-related traffic problems, screening of visual impacts and problems of litter, odor, and noise control. Meeting agenda also may include discussion of reports on the landfill construction, operation and maintenance. The Landfill operator shall provide reasonable access to the landfill arranged through the Conservation and Development Department. A surcharge on the tipping fee may be used to fund the advisory group's operations.</p>	<p>Completed</p>	<p>Currently inactive due to action taken by the County Board of Supervisors on ?. The last meeting took place on February 28, 1995. Landfill personnel periodically conduct site tours of the facility for the local community and make presentations to the Bay Point Municipal Advisory Council upon request.</p>

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COA #	Condition Title & Description	Compliance Status	Comments
11.3	<p>Insurance and/or Bonding. The applicant shall provide the insurance and bonds specified by the units of government having approval authority over the project. The applicant/operator is obligated to comply with additional County specified insurance and bonding requirements pursuant to Article 12 of the First Amended Landfill Franchise Agreement. Subjects may include continuity of landfill operation, non-compliance, emergency measures, construction performance, landscaping and closure.</p>	In Compliance. On-Going	<p>The landfill operator provides proof of insurance and bonds annually to the Department of Conservation and Development.</p> <p>The filing was substantiated by CDD on 10/25/1991. See Community Development Department Memo, V. Conklin to C. Zahn, dated 10/15/1991, and as updated through 10/25/1991. Insurance requirements are specified in Article 12 of the First Amended Landfill Franchise Agreement approved by the County in 1994. See also Condition 25.10.</p> <p>The only agency that required a bond at project approval was the Regional Water Quality Control Board. A Mitigation Bond of \$500,000 (Bond No. 98370) was filed by KCLC with the Regional Board. Landfill facility Insurances and bonds are updated annually according to inflation rates set by CalRecycle. Bonds are updated for closure, post-closure, and corrective action.</p>
11.4	<p>Notification Program. The Landfill operator shall prepare and implement a program to notify potential customers and periodically remind existing customers of the landfill's opening and closing times, and the conditions of its use, including waste reduction and recycling requirements, load covering requirements, site access regulations, truck maintenance to conserve fuel and a detailed list of prohibited hazardous wastes and alternative disposal options. Customers shall also be notified and periodically reminded of waste acceptance eligibility criteria so that refuse loads containing materials on the list approved annually pursuant to Condition 8.5 are not being brought directly to the landfill. The program should be prepared in conjunction with the operator(s) of the transfer station(s) serving the landfill consistent with the Board of Supervisors' policies on direct haul (see Conditions 8.5 through 8.7). It shall be approved by the County Department of Conservation and Development.</p>	Completed. On-Going	<p>Notification requirements of this condition are included in sales, customer service, and special waste service agreements/business contracts with users and potential users of the landfill. Signage of operating hours and conditions, conditions of use, and other requirements are posted at the facility entrance. Additionally, the back of every ticket issued to customers at the gate specifies unacceptable waste, and the actions that can be taken by the landfill operator at its sole discretion in the event a customer attempts to deliver unacceptable waste. The applicable waste reduction and recycling requirements can be found in Conditions 5.5 and 8.6.</p>
11.5	<p>Development Coordinator. The Landfill owner shall provide a fund to support a County Landfill Development Coordinator, if the County establishes the position, through the period of construction and landfill operations. The Coordinator shall be a staff member or a consultant. The owner shall make quarterly advance payments.</p> <p>The Landfill developer and operator shall provide such information as the Development Coordinator may require to review plans and installations under the purview of the County, except that any requirements for additional studies shall be subject to the approval of the County's Director of Community Development.</p>	In Compliance. On-Going	<p>UPDATE 2016: The landfill operator was not asked to fund a Development Coordinator since the last Permit Review in 2014/15.</p>
11.6	<p>Compliance and Mitigation Monitoring Program. The Landfill operator shall fund the County Department of Conservation and Development's program for monitoring of compliance with these Conditions of Approval and the Environmental Impact Report's mitigation monitoring program.</p>	In Compliance. On-Going	<p>The landfill operator continues to reimburse County DCD staff for costs associated with LUP administration and enforcement.</p> <p>Landfill owner provides funds to support County staff of the DCD and CCEH as required by this condition of approval.</p>

EXHIBIT D - Compliance Status Table: Keller Canyon Landfill Land Use Permit 2020-89 Conditions of Approval

COA #	Condition Title & Description	Compliance Status	Comments
11.7	<p>Pre-Annexation Notification. If the Landfill owner decides to request annexation of the Landfill to a city, the owner shall notify the Board of Supervisors at least 180 days in advance of filing any application for such annexation. The Board may require the Landfill owner to consult with it or County staff to determine how solid waste management programs specified in these Conditions of Approval would be carried out subsequent to annexation. In no case shall the annexation relieve the Landfill operator of the financial responsibilities, including payment to the County of mitigation fees, specified in these Conditions.</p>	Not Yet Required	Landfill owner has not requested annexation of the landfill property to a city.
11.8	<p>Fee and Surcharge Identification. The Landfill operator (permittee) shall not identify the costs of public agency (County, etc.) fees, charges, or surcharges on bills and receipts issued to landfill users without first obtaining the specific written approval of the County.</p>	In Compliance. On-Going	This Landfill owner is in compliance with this condition. No costs of public agency (County, etc.) fees are identified on customer invoices.
11.9	<p>Interpretation of Conditions. The Community Development Department Director is authorized to interpret these Conditions in the event that any clarification is needed.</p>	Informational	Condition Acknowledged.
11.10	<p>Conditions Requiring Franchise. Conditions of Approval 4.2, Operative Date, and 13.4, Franchise Agreement Requirement, require a franchise or agreement to be established by this County. All of the terms of said franchise or agreement shall be subordinate to these Conditions of Approval, and these Conditions of Approval shall control in the case of any conflict unless otherwise provided for pursuant to Condition 2.3. There shall be no need to amend these Conditions of Approval or the franchise in the event of such a conflict.</p>	Completed	Original Franchise Agreement was issued on December 4, 1990. The Franchise Agreement was amended on September 13, 1994 as the First Amended Landfill Franchise Agreement. Amendment No. 1 to the First Amended Franchise Agreement was executed on November 1, 1994. Amendment No. 2 to the First Amended Franchise Agreement was executed on February 27, 1996.
11.11	<p>Regulations Enforced by Other Agencies. Several of these Conditions of Approval relate, paraphrase or summarize laws and regulations which are imposed and enforced by other governmental agencies which have jurisdiction over particular aspects of this project. It is this Board's intent in adopting these Conditions of Approval to provide the applicant and the public with an overview of the scope of regulation applicable to this project and to provide this County with the authority to exercise enforcement power if deemed necessary in response to violations of such laws and regulations enforced by other agencies. Unless specifically stated in the Conditions of Approval, however, it is not this Board's intent to establish rules or regulations which are stricter than the laws or regulations which are applied to this project by the other agencies with jurisdiction over aspects of this project. If another agency primarily responsible for some aspect of this project finds that any action or inaction is in compliance with, or violates, any such law or regulation, that finding shall be conclusive. If these Conditions of Approval require some approval by any other agency and that agency declines to approve or disapprove the subject matter, such approval shall be deemed to have been given for purposes of these Conditions of Approval.</p>	Informational	Condition Acknowledged. The Department of Conservation and Development is not aware of any approval Keller has sought which was denied by a regulatory agency.

EXHIBIT D - Compliance Status Table: Keller Canyon Landfill Land Use Permit 2020-89 Conditions of Approval

COA #	Condition Title & Description	Compliance Status	Comments
11.12	<p>Required Expenditures. This Board does not intend, by requiring the applicant to fund various measures, to make any decision regarding whether or not, or how, any expenditures incurred may be recovered through the rate structure or otherwise by the applicant. Any such decision by this Board shall be reserved for its consideration in the franchise or agreement. No inference regarding this issue is to be drawn from this Board's use of any particular terminology in these Conditions of Approval.</p>	Informational	Condition Acknowledged.
11.13	<p>Designation of Authority. In any instance where a Condition of Approval provides that this Board will decide or act upon a certain matter, this Board may delegate the initial decision making or action with respect to that matter to the Director of Conservation and Development or such other designee as this Board determines to be appropriate, provided that there shall be a right of appeal to this Board from any decision to the Director of Conservation and Development or other designee.</p>	Informational	Condition Acknowledged.
12.1	<p>Rate Approval. a) The Board of Supervisors may at its discretion review and approve all rates charged by the landfill operator at the landfill to the extent allowed by the terms of the applicable Franchise Agreement. The rates established by the Board shall be the maximum rates. b) The landfill operator shall at all times maintain on file with the County, a current schedule of Base Rates and Gate Rates charged to each customer as required in Section 6.6 of the Landfill Franchise Agreement. c) As provided for in Condition 2.3, where there is an inconsistency between the requirement(s) of this or any other rate setting Condition in Section 12 and the terms of the Landfill Franchise Agreement which granted the operator sole discretion over setting the base gate rate charged to customers, the terms of the Landfill Franchise Agreement shall supersede the applicable language in Condition 12.1(a) and 12.2 - 12.6 until such inconsistency no longer exists pursuant to Condition 2.3(d).</p>	In Compliance. On-Going	Applicable conditions and provisions of rate review and approval are implemented through the Franchise Agreement. See Condition 11.10.
12.2	<p>Rate Review. If the Board of Supervisors elects to review and approve rates, it should be done annually in accordance with the rate review procedure established by the County. More frequent review of rates may occur if requested by the landfill operator and if the Board determines that changing circumstances warrant such review. The Board may also review rates more frequently if the Board determines that it is in the public interest to do so pursuant to the terms of the Franchise Agreement for the landfill.</p>	No Longer Applicable	Applicable conditions and provisions of rate review and approval are implemented through the Franchise Agreement. See Condition 11.10.

EXHIBIT D - Compliance Status Table: Keller Canyon Landfill Land Use Permit 2020-89 Conditions of Approval

COA #	Condition Title & Description	Compliance Status	Comments
12.3	<p>Form and Content of Rate Review Application. The landfill operator shall submit its rate application in a form and content as specified by the County. The Landfill operator shall provide any relevant rate and cost information requested by the County. Such application may require the landfill operator to submit the application on forms and/or using computer software provided by or specified by the County. The County shall have the right to inspect and audit all records of the landfill operators which support its rate review application.</p>	No Longer Applicable	Applicable conditions and provisions of rate review and approval are implemented through the Franchise Agreement. See Condition 11.10.
12.4	<p>Rate Application Guidelines. The rate application shall be designed to ensure reconciliation of rates with audited company financial statements; detailed year-to-year cost comparisons; documented guidelines for allowable expense categories, accounting methodologies, allowable management costs and other cost elements; unit usage and unit cost data on major expense items; calculation and reporting of company productivity statistics by cost category; and full documentation of assumptions and source materials. The rate application process shall also provide for comparative rate surveys with other similar operations.</p>	No Longer Applicable	Applicable conditions and provisions of rate review and approval are implemented through the Franchise Agreement. See Condition 11.10.
12.5	<p>Financial Statement. The landfill operator shall maintain full and complete accounting records in conformity with generally accepted accounting principals applied on a consistent basis. A financial statement for the proceeding fiscal year, in such form and providing such information as the Board may require, shall be submitted with each rate review application. The financial statement shall be prepared and certified by a Certified Public Accountant currently licensed to practice in the State of California. The County, through a Certified Public Accountant appointed by the County for that purpose, shall at all reasonable times have the right to inspect and audit the records of the landfill operator that supports the financial statements. The County reserves the right to determine which records are relevant.</p>	No Longer Applicable	Applicable conditions and provisions of rate review and approval are implemented through the Franchise Agreement. See Condition 11.10.
12.6	<p>Scope of Rates. The Board of Supervisors may require that the landfill operator include in its rates collection for purposes other than disposal including but not limited to, charges for funding of inspections, charges relating to origin of waste such as out-of-county waste, franchise or agreement fees, closure and postclosure maintenance of other landfills, solid waste management programs such as general litter pick-up, abandoned vehicle removal, solid waste planning, and any other conditions of approval.</p>	In Compliance. On-Going	Applicable conditions and provisions of rate review and approval are implemented through the Franchise Agreement. See Condition 11.10.
13.1	<p>Franchise Compliance and Agreement. The Landfill operator shall be subject to the terms and conditions of any franchise or agreement established by the Board of Supervisors. A draft franchise or agreement shall be submitted with or before the Final Development and Improvements Plan.</p>	Completed. On-Going	The original Franchise Agreement was issued on December 4, 1990. The Franchise Agreement was amended on September 13, 1994 as the First Amended Landfill Franchise Agreement. Amendment No. 1 to the First Amended Franchise Agreement was executed on November 1, 1994. Amendment No. 2 to the First Amended Franchise Agreement was executed on February 27, 1996.

EXHIBIT D - Compliance Status Table: Keller Canyon Landfill Land Use Permit 2020-89 Conditions of Approval

COA #	Condition Title & Description	Compliance Status	Comments
13.2	<p>Assignment. The landfill operator and the landfill owners shall not assign or subcontract the franchise or agreement, any part of the franchise or agreement or any obligation of the franchise or agreement without written prior consent of the Board of Supervisors. Unless otherwise specified in the franchise agreement, the term "assignment" shall include any dissolution, merger, consolidation or reorganization of the landfill's ownership or the sale or other transfer of the controlling percentage of the owner's stock in the landfill or the sale of 51% of the value of the assets of the landfill's owners.</p>	Completed. On-Going	Condition Acknowledged.
13.3	<p>Contents. The franchise or agreement may contain such provisions as the Board deems necessary, including but not limited to complete indemnification of the County, liability insurance by type and amount, performance bond by type and amount, rights of the County to acquire ownership of the landfill, funding for mitigation and reimbursement of County costs, funding for closure or post-closure costs, franchise or agreement fee fees) rate review and approval procedure and determination of and consequences of breaches of the franchise.</p>	Completed. On-Going	The original Franchise Agreement was issued on December 4, 1990. The Franchise Agreement was amended on September 13,1994 as the First Amended Landfill Franchise Agreement. Amendment No. 1 to the First Amended Franchise Agreement was executed on November 1, 1994. Amendment No. 2 to the First Amended Franchise Agreement was executed on February 27, 1996.
13.4	<p>Requirement. Permittee shall not establish, operate or carry on the business of a solid waste facility pursuant to this permit unless and until it has been first granted a franchise (or entered an agreement with the Board of Supervisors).</p>	Completed. On-Going	The original Franchise Agreement was issued on December 4, 1990. The Franchise Agreement was amended on September 13,1994 as the First Amended Landfill Franchise Agreement. Amendment No. 1 to the First Amended Franchise Agreement was executed on November 1, 1994. Amendment No. 2 to the First Amended Franchise Agreement was executed on February 27, 1996.
13.5	<p>County Discretion. Notwithstanding any other provision of this Permit, Permittee acknowledges that the County's discretion to grant or deny one or more said exclusive, non-exclusive or otherwise franchises or similar agreements is not limited or abridged in any manner by this Permit; and that this Permit does not require the approval of any such franchise or agreement. County reserves the right as part of the negotiation and entry of any such franchise or agreement to enter a public-private partnership with the Permittee for the project and/or to pursue the rights of the County to acquire ownership of the Landfill.</p>	Completed. On-Going	Condition Acknowledged.

COA #	Condition Title & Description	Compliance Status	Comments
14.1	<p>Initial Development and Improvements Plan. The Initial Development and Improvements Plan approved by this Land Use Permit, and modified by these Conditions of Approval, shall consist of the following schematic plans included in the applicant's January 31, 1989 entitlement application, the Keller Canyon Landfill Comprehensive Project Description (February 1989) and addendum (December 1989), and the 3-volume Site Characterization Report (September 1989).</p> <ul style="list-style-type: none"> a) Grading/Excavation Plans with fill limits for each phase. b) Layout for Groundwater Collection System. c) Liner System Cross-section and Installation Sequence. d) Leachate Collection System Layout Plan. e) Gas Collection Layout Plans for each phase. f) Surface Water Drainage Plan. g) Facilities Site Plan for Operations and Maintenance. h) Leachate, Landfill, Gas and Water Storage Facility. i) Landfill Access Road Plans Profiles, Typical Section. j) Bailey Road Plan and Typical Section. k) Landscape Facilities Site Plan for Operations and Maintenance. l) Landscape Plan for Leachate, Landfill Gas and Water Storage Facilities. m) Landscape Plan. 	Completed	All plan elements outlined in this condition of approval for the Initial Development and Improvements Plan were submitted and subsequently completed in final form in the Final Development and Improvements Plan (FDIP).

COA #	Condition Title & Description	Compliance Status	Comments
14.2	<p>Regulatory Agency Approvals. Subsequent to the approval of this Land Use Permit, the Landfill Developer shall obtain approvals from the regulatory agencies having jurisdiction over the project, and obtain their detailed requirements for building, serving, and operating the Landfill. The approvals shall include, but are not limited to:</p> <p>a) Waste Discharge Requirements from the Regional Water Quality Control Board. b) Authority to Construct (and Authority to Operate Requirements) from the Bay Area Air Quality Management District. c) Wetland Modification Permit from the Army Corps of Engineers. d) Streambed Alteration Agreement from the State Department of Fish and Wildlife.</p> <p>The Landfill developer shall notify the Department of Conservation and Development if proposed or adopted permit conditions or requirements of other regulatory agencies do not appear to be consistent with this Land Use Permit or the Landfill's Environmental Impact Report. The Landfill operator shall submit to the County copies of all new and modified permits or entitlements at the time each is issued or approved by the applicable regulatory agency.</p>	Completed. Updated As Needed	<p>UPDATE: Permits updated are shown below in bold font.</p> <p>The permits and approvals involved compliance with prevailing State and federal regulations and design standards for a Class II sanitary landfill and represent implementation of many mitigation measures specified in the 1990 Final EIR. All other project approvals were obtained and updated as follows:</p> <ul style="list-style-type: none"> * Solid Waste Facility Permit (SWFP) #07-AA-0032, issued April 29, 1992 by Contra Costa Environmental Health, with concurrence from the former California Integrated Waste Management Board, now the California Department of Resources Recycling and Recovery (CalRecycle). Last reviewed and modified in 2014. Next permit review in 2019. * Waste Discharge Requirements (WDRs) Orders No. 91-052, 97-060, 98-081, 00-091, 01-240, R2-2003-0063, R2-2004-0080, issued 3/20/91 by the California Regional Water Quality Control Board, San Francisco Bay Region (RWQCB). Last amended 2004; * Title V Permit Major Facility Review Plant No. A4618 last issued March 17, 2016 by the Bay Area Air Quality Management District (BAAQMD);* Authority to Construct/Permit to Operate Plant No. 4618 reviewed annually by the BAAQMD. 2017 renewal scheduled November 1, 2017. ; * National Pollution Discharge Elimination System Permit #2-07S006887 issued September 17,1992 by the U.S. Environmental Protection Agency; * Nation-Wide Permit No. 26t, Section 404 of the Clean Water Act, issued June 14, 1991 by the U.S. Army Corps of Engineers; * Conditional Certification under the Clean Water Act, Section 401, issued October 3, 1991 by the California Regional Water Quality Control Board, San Francisco Bay Region;* Streambed Alteration Agreement No. 1461-90 by the California Department of Fish and Game was signed by the Warden on 8/4/1991 and executed by the Operator on October 18, 1991. Lawlor Creek (No. 1461-90); Sedimentation basin, drainages, culverts (No. 1462-90); and wetlands construction (No. 1463-90). * Industrial Waste Discharge Permit #292150-S last issued 2008 by the Delta-Diablo Sanitation District; * Cancellation of the Land Conservation Act (Williamson Act) Contract #6-71 on July 14, 1990 and amended on October 15, 1991 by Contra Costa County. * Report of Disposal Site Information (RDSI), 1992, pursuant to SWFP 07-AA-0032, as amended. <p>See Community Development Department Memo, V. Conklin to C. Zahn, dated 10/15/1991, and as updated through 10/25/1991.</p>
14.3	<p>Improvements Requirements. Subsequent to the approval of this Land Use Permit, the Landfill developer shall obtain approvals from the agencies, utilities, and parties having jurisdiction or control over the on-site and off-site improvements required by this Land Use Permit or by agencies having regulatory jurisdiction over the project. The Landfill developer shall notify the Conservation and Development Department if proposed or adopted Conditions or requirements do not appear to be consistent with this Land Use Permit or the Landfill's Environmental Impact Report.</p>	Completed. Updated As Needed	<p>All approvals were obtained from jurisdictional agencies as described above in Condition 14.2.</p> <p>The Department of Conservation and Development has not received any notice from the Landfill operator stating that the land use conditions appear to be inconsistent with the LUP or Environmental Impact Report.</p>

COA #	Condition Title & Description	Compliance Status	Comments
15.1	<p>Final Development and Improvements Plan. Subsequent to the approval of the Land Use Permit but prior to the commencement of any construction, the Landfill developer shall submit a Development and Improvements Plan to the Conservation and Development Department and obtain the approval of the Director of Community Development. The Development and Improvements Plan shall be consistent with the project approved by the Land Use Permit, but prepared to a level of detail appropriate for the review of the engineering and construction of the project's on-site and off-site improvements. It shall be internally consistent with the project's Environmental Impact Report findings, these Conditions of Approval, regulatory agencies and others having discretionary approvals over the project, and the Solid Waste Facilities Permit issued by Contra Costa Environmental Health. The Conservation and Development Department will coordinate the review of the plan by Contra Costa Environmental Health, the Public Works Department, and other appropriate units of government. The Landfill developer shall comply with all provisions of the final Developments and Improvements Plan.</p> <p>The Development and Improvements Plan shall include:</p> <p>a) Site Development Plan, as described in the following sections. b) A Surface Water Management and Sediment Control Plan, (Section 18). c) An Agricultural and Habitat Enhancement Plan, (Section 23). d) A Waste Reduction and Resource Recovery Program, (Section 31). e) A Landscape (screening) Plan, (Section 22). f) A Landfill Gas Management/Air Quality Monitoring/Odor Control Plan, Section 20). g) A Leachate Management Plan, (Section 17). h) A Site Services and Utilities Plan (Section 30). i) A Traffic/Circulation Plan, (Section 29).</p>	Completed. Updated As Needed	<p>There may be updates to various FDIP Sections, such as Sections 6.3 - 6.5 which relate to the requirements in Conditions 31.4 - 31.6.</p> <p>A copy of the FDIP is kept at the KCL and County DCD offices and is available for review during normal business hours. Some of the documents listed below have been updated by other permits in effect at KCL. The FDIP was formally submitted on July 23, 1991 to CDD. The FDIP served as the primary basis for facility review. CDD coordinated reviews of the FDIP with other County department. The landfill operator updated elements of the FDIP as directed by CDD.</p> <ul style="list-style-type: none"> * Landfill (Site) Development Plan included in FDIP, Section 3 * Surface Water Management and Sediment Control Plan included in FDIP, Section 4 * Agricultural and Habitat Enhancement Plan included in FDIP, Section 5 * Waste Reduction and Resource Recovery Plan included in FDIP, Section 6 * Landscape (Screening) Plan included in FDIP, Section 7 * Landfill Gas Management/Air Quality Monitoring/Odor Control Plan included in FDIP, Section 8 * Leachate Management Plan included in FDIP, Section 9 * Site Services and Utilities Plan included in FDIP, Section 10 * Traffic and Circulation Plan included in FDIP, Section 11
15.2	<p>In approving the Development and Improvements Plan, the Conservation and Development Department Director may allow the Landfill developer to phase construction of landfill modules and other features, except where timing is specified in these conditions. The submittal of the Development and Improvements Plan components may reflect this phasing.</p>	In Compliance. On-Going	<p>DCD authorized initial phased construction of landfill facilities and modules in 1991. See Memo from C. Zahn to the Board of Supervisors dated 10/25/1991.</p>
16.1	<p>Landfill Slopes Objective. Landfill slopes shall be engineered to provide static and dynamic (seismic) stability under design criteria for Class II Landfills.</p>	Objective	<p>This is solely an Objective. See Conditions 16.2 - 16.12.</p> <p>All engineering design related to landfill slopes meet design criteria for Class II landfills and are approved by the RWQCB. The facility is in compliance with measures incorporated into the WDRs (RWQCB Order 01-040) [(e.g. Specification B.8, (Maintenance of Disposal Area slopes), B.14 (Reports prepared by registered engineers and geologists).</p> <p>Letter of authorization from the RWQCB was substantiated by CDD on 10/23/1991.</p>

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COA #	Condition Title & Description	Compliance Status	Comments
16.2	<p>Seismic Design. The Landfill, its drainage features and operating components (lifts, berms, liners, sediment pond, leachate and gas collection systems and major stockpiles) shall be designed to withstand earthquakes as specified in applicable regulations. The Landfill developer shall utilize a MCE (design earthquake) specified by the San Francisco Regional Water Quality Control Board. The Landfill developer shall provide substantiation in the Final Development and Improvements Plan that the Landfill design will withstand the MCE.</p>	In Compliance. On-Going	<p>The facility is in compliance with seismic design criteria and other measures incorporated into the WDRs (RWQCB Order 01-040) [(e.g. Specification B.5 (engineered structures to withstand maximum credible earthquake (MCE), Provision C.5 (submit proposal for slope and seismic analysis) and (slope and seismic analysis for new construction). WDRs are monitored by the RWQCB.</p> <p>See Community Development Department Memo, V. Conklin to C. Zahn, dated 10/15/1991, and as updated through 10/25/1991.</p>
16.3	<p>Landslide Study. The Landfill developer shall employ a licensed geo-technical consultant to conduct a supplementary study of landslides and slope stability in areas of the site affected by Landfill and improvements grading. The study shall be performed by a licensed geotechnical professional. The study shall be subject to the approval of the County and the San Francisco Regional Water Quality Control Board. The Landfill developer shall incorporate the results of the study into the site grading program and the designs of overlying structures, which shall be included in the Development and Improvements Plan.</p>	Completed. On-Going	<p>The original preliminary Landslide Study is included in the FDIP, Appendix G. The facility is in compliance with the WDRs Section 19.and Title 27 requirements, including Section 21750(f)(5)(A) requiring the discharger to provide slope stability analyses prior to construction, ensuring the integrity of the waste management unit under both static and dynamic conditions throughout the unit's life.</p> <p>A certified study by a licensed geotechnical professional was substantiated by DCD on 10/25/1991. See Memo, V. Conklin to C. Zahn, dated 10/15/1991, and as updated through 10/25/1991.</p>
16.4	<p>Geotechnical Inspector. The Landfill operator shall fund the costs of an independent geotechnical consultant, who shall be selected by and be responsible to the County. The Inspector shall inspect the installation and condition of liners, leachate control facilities and other installations, identified by the County, as they are installed and periodically thereafter as directed by the County. This provision shall remain in force over the life of the landfill.</p>	In Compliance. On-Going	<p>Design reports for all phases of site development are submitted to the County for review and approval. The operator was asked to provide funding for the County to contract with a geotechnical consulting firm to assist with the review of design reports for at least the first five years of phased landfill construction. Professional geotechnical consultants are involved in all phases of site development as required by WDRs Specification B.14 (Reports prepared by registered engineers and geologists). Liner installation is routinely inspected during construction of each new landfill disposal phase in accordance with requirements of this LUP and the WDRs monitored and enforced by the RWQCB. The County may elect to retain geotechnical expertise in the future at the operator's expense pursuant to this Condition.</p>
16.5	<p>Landfill Design Stability. The Landfill developer shall provide a static and dynamic stability analysis of the final engineering design of the Landfill and its appurtenant improvements. The stability analysis method and the resulting analysis shall be approved by the County Conservation and Development Department and the San Francisco Regional Water Quality Control Board and included in the Final Development and Improvements Plan.</p>	Completed. On-Going	<p>An early study of landfill design stability is included in FDIP, Section 3.3. In 2002, analyses were performed to evaluate the static and seismic stability of the proposed base grades, the final fill grades and the proposed cover system under five cases involving different locations proximate to landslides, and under different final fill grades and cover parameters. The presentation and discussion of these analyses is organized in an internal report by GeoSyntec, 2002.</p> <p>All KCL design documents must comply with the WDRs Section 19. Title 27 Requirements, which requires that any future developments must comply with Section 21750(f)(5)(A), requiring the discharger to provide slope stability analyses, ensuring the integrity of the waste management unit under both static and dynamic conditions throughout the unit's life.</p> <p>See Community Development Department Memo, V. Conklin to C. Zahn, dated 10/15/1991, and as updated through 10/25/1991.</p>

EXHIBIT D - Compliance Status Table: Keller Canyon Landfill Land Use Permit 2020-89 Conditions of Approval

COA #	Condition Title & Description	Compliance Status	Comments
16.6	<p>Slope Monitoring. The Landfill operator shall install and maintain slope monitoring stakes on landslides and sensitive slopes which could affect an operating Landfill. The monitoring program shall be approved by the County Department of Conservation and Development.</p>	Completed. On-Going	<p>Included in the original Landslide Study in the FDIP, Appendix G. Slope monitoring is conducted consistently to identify potential problems.</p> <p>The facility is in compliance with measures incorporated into the WDRs (RWQCB Order 01-040) [(e.g. Specification B.8, (Maintenance of Disposal Area slopes), B.14 (Reports prepared by registered engineers and geologists), Provision C.5</p> <p>See Community Development Department Memo, V. Conklin to C. Zahn, dated 10/15/1991, and as updated through 10/25/1991.</p>
16.7	<p>Settlement Program. The Landfill developer shall implement a program to prevent fill settlement and an inspection program to detect and correct settlement problems. The developer shall compact the refuse and cover materials to maximum strength and design and maintain the necessary slope gradient to ensure proper surface water drainage. A network of settlement platforms shall be installed to monitor fill settlement at critical points. The station specifications and locations shall be included in the Improvements and Development Plan. The Settlement program shall be subject to the approval of the County Conservation and Development Department and the San Francisco Regional Water Quality Control Board.</p>	Completed. On-Going	<p>Included in FDIP, Section 3.4. Landfill settlement is also addressed in the Draft JTD. Compaction of waste and cover is performed in compliance with State requirements and Condition 17k(c) of the SWFP.</p> <p>The facility is in compliance with seismic design criteria and other measures incorporated into the WDRs (RWQCB Order 01-040) [(e.g. Specification B.5 (engineered structures to withstand maximum credible earthquake (MCE), Provision C.5 (submit proposal for slope and seismic analysis) and (slope and seismic analysis for new construction). WDRs are monitored by the RWQCB.</p> <p>See Community Development Department Memo, V. Conklin to C. Zahn, dated 10/15/1991, and as updated through 10/25/1991.</p>
16.8	<p>Emergency Landslide and Earthquake Program. The Landfill operator shall prepare and implement an emergency program for inspecting the Landfill facility, dealing with failures and providing for uninterrupted refuse handling for implementation following a landslide and/or earthquake. The program shall be subject to the approval of the County Department of Conservation and Development, Contra Costa Environmental Health and the Regional Water Quality Control Board.</p>	Completed. On-Going	<p>A Post-Earthquake Program is included in the 1992 RDSI, and FDIP, Section 3.5, and was submitted to the RWQCB in compliance with Provision C.3 of the WDRs in Order No. 91-052.</p> <p>See Community Development Department Memo, V. Conklin to C. Zahn, dated 10/15/1991, and as updated through 10/25/1991.</p>
16.9	<p>Settlement Pond Embankment Design. The Landfill developer shall design the settlement pond to control foundation seepage through the means of a filter or other materials.</p>	Completed	<p>Settlement pond embankment was designed per requirements of the WDRs and approved by the RWQCB. Also see Community Development Department Letter from H. Bragdon to the Board of Supervisors dated 12/13/1991; and Building Inspection memo from S. Thung to C. Zahn dated 1/21/1992. The facility is in compliance with measures incorporated into the WDRs (RWQCB Order 01-040) [e.g. Prohibition A.5 (Detailed construction plans of containment structures), C.18 (Notification of containment facility failure). WDRs are monitored by the RWQCB.</p>

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COA #	Condition Title & Description	Compliance Status	Comments
16.10	<p>Settlement Pond(s) Monitoring Program. The Landfill operator shall prepare and implement a failure prevention and warning system, including daily monitoring and visual inspection, for the sedimentation ponds. The program shall be approved by the County Conservation and Development Department and shall be included in the Development and Improvements Plan.</p>	<p>In Compliance. On-Going</p>	<p>Included in FDIP, Section 3.5. Sedimentation ponds and stormwater discharge points are inspected at a minimum on a weekly basis. Daily inspections have proved unnecessary due to the static nature of the facilities particularly during the non-rainy season.</p> <p>The facility is in compliance with measures incorporated into the WDRs (RWQCB Order 01-040) [e.g. Prohibition A.5 (Detailed construction plans of containment structures), C.18 (Notification of containment facility failure). WDRs are monitored by the RWQCB.</p>
16.11	<p>Stockpile Stability. Commencing with the onset of stockpiling, the Landfill operator shall continually analyze daily cover material stockpiles for stability to determine allowable heights and/or slopes. The results shall be available to the County Conservation and Development Department and Contra Costa Environmental Health on demand.</p>	<p>In Compliance. On-Going</p>	<p>Stockpiled cover materials are analyzed daily for stability as standard operating procedure and Condition 17k(a) of the SWFP. Results of stockpile stability analyses are available to the Department of Conservation and Development and the LEA upon request.</p>
16.12	<p>Unstable Areas. Areas with landslide potential to affect land-fill operations shall be stabilized through excavation or other methods such as compacting or the construction of retaining walls. Grading operations shall be performed in a manner which shall not destabilize slopes.</p>	<p>In Compliance. On-Going</p>	<p>Potential landslide areas have been identified. Stabilization methods are to be determined in the field. Significant landslide events occurred at the landfill site in 1996 and 1998. All corrective actions were reviewed and approved by the RWQCB and are the subject of RWQCB Order 01-040 Title 27 Requirements Items 16, 17, and 18.</p> <p>Measures are incorporated into the facility's WDRs (RWQCB Order 01-040) [(e.g. Specification B.8, (Maintenance of Disposal Area slopes), B.14 (Reports prepared by registered engineers and geologists), Provision C.5</p>
17.1	<p>Groundwater Protection Objective. The Landfill shall not impair the beneficial uses of groundwater on the Landfill site or in its vicinity. The design and monitoring of the Landfill shall be based upon the assumption of the existence of high permeability interconnecting cracks and fissures in the underlying strata allowing the potential of groundwater transmission.</p>	<p>Objective</p>	<p>This is solely an Objective. See Conditions 17.2 - 17.6.</p> <p>Implementation of Section 17, Groundwater Protection conditions related to landfill site design and monitoring has maintained beneficial uses of groundwater at the landfill site and surrounding vicinity.</p>
17.2	<p>Landfill Liner. The Landfill developer shall install a engineered liner system, including a clay liner and a high-density polyethylene liner, which meets State Class II Landfill standards. The liner shall be approved by the San Francisco Bay Regional Water Quality Control Board and its specifications and design shall be included in the Development and Improvements Plan. The liner shall be designed to withstand the Maximum Credible Earthquake as specified by the Regional Water quality Control Board. See Section 16.</p>	<p>In Compliance. On-Going</p>	<p>Landfill liner design is detailed in reports submitted for each phase of the phased development which are then subject to review and approval by the RWQCB and DCD.</p> <p>The KCL base liner system is designed in accordance with 27 CCR, Section 20330 and WDR 01-040 Specification B.13 requirements for a Class II liner. The base liner components generally consist of (from bottom to top): Prepared subgrade; A 12-inch underdrain granular layer; A non-woven geotextile filter; A 24-inch thick low-permeability soil layer (maximum permeability of 1 x 10⁻⁷ cm/sec); A 80-mil high density polyethylene (HDPE) liner (double textured); A non-woven geotextile cushion layer; A 12-inch dendritic LCRS gravel layer; A non-woven geotextile filter; and A 12-inch thick operations (protective cover soil) layer.</p>

COA #	Condition Title & Description	Compliance Status	Comments
17.3	<p>Leachate Collection System. The Landfill developer shall install a leachate collection system which shall meet State Class II standards. The leachate collection system shall be approved by the San Francisco Bay Regional Water Quality Control Board, and its specifications and design shall be included in the Development and Improvements Plan. Leachate shall be contained by a double liner system consisting of a two-foot thick layer of clay overlain by a synthetic membrane liner. Enclosed storage tank design for leachate treatment shall meet hazardous waste storage requirements, which includes a double liner system with perimeter berms. An emergency connector shall be installed between the pre- and post-treatment tanks in the event of an overflow situation. A tanker truck shall be readily available for emergency purposes. Measures shall be taken to limit leachate formation, such as prompt covering of waste and provision of surface water drainage away from landfill areas.</p>	In Compliance. On-Going	<p>The facility is in compliance with measures incorporated into the WDRs (RWQCB Order 01-040) [e.g. Prohibition A.9 (leachate discharges), Specification B.4 (LCRS design), B.17 (Leachate sump seismic design), Provisions C.1 (Compliance with Specifications and Provisions of Order), C.3 Groundwater monitoring. WDRs are monitored and enforced by the RWQCB.</p> <p>The Leachate Collection and Removal System (LCRS) was designed, constructed, and is operated in accordance with RWQCB requirements. The leachate collection system was designed to handle twice the maximum daily leachate generation rate from the facility. Leachate collected in the LCRS flows through the drainage layer to pipes and subsequently into two 66,000 gallon leachate storage tanks located adjacent to the landfill gas flare station. The storage tanks are located inside a reinforced concrete secondary containment area set below surrounding grades. The leachate is disposed by re-injection into the waste mass in accordance with RWQCB requirements. The level of leachate in the two tanks are observed and recorded daily. During dry months (April to October), leachate is withdrawn when the tank liquid level is observed at approximately 4-feet or 16,500-gallons. Due to the potential increase in the volume of leachate from winter rains, the tank levels are kept as low as feasible in the wet months.</p> <p>See WDRs Specifications 4,9,13, 17, and 18; and Provision 4. See Community Development Department letter from C. Zahn to B. Olney (KCLC) dated 3/12/1992, which authorized installation of leachate tanks.</p>
17.4	<p>Surface Drainage System. Water collected in the underdrain system beneath the landfill shall be monitored on a regular basis specified by the San Francisco Regional Water Quality Control Board. If contaminated, this water shall be treated as leachate. See Section 18.2.</p>	In Compliance. On-Going	<p>UPDATE: All annual and semi-annual water quality monitoring reports were submitted to the RWQCB in 2017. KCLC continues to perform monthly sampling of the underdrain system.</p> <p>The surface drainage system is monitored in accordance with RWQCB WDR detection monitoring requirements (Monitoring Programs 36. Surface Water) and the facility Self-Monitoring Program Parts A and B. Annual monitoring reports are filed with the RWQCB and are available for review at the landfill office during normal business hours. The facility is in compliance with measures incorporated into the WDRs (RWQCB Order 01-040) [e.g. Specification B.3 (Surface Drainage)].</p>
17.5	<p>Groundwater Monitoring. The Landfill developer shall install a groundwater monitoring system and implement a monitoring program, as required by the San Francisco Bay Regional Water Quality Control Board. The monitoring stations' specifications, locations, and their frequency of monitoring shall be included in the Development and Improvements Plan. The proposed monitoring program shall be subject to review by Contra Costa Environmental Health and the County Conservation and Development Department.</p>	In Compliance. On-Going	<p>UPDATE: All annual and semi-annual water quality monitoring reports were submitted to the RWQCB in 2017. KCLC continues to perform monthly sampling of the underdrain system.</p> <p>The original groundwater monitoring program is included in FDIP, Section 9.3, and Appendix A. All monitoring of groundwater is performed in accordance with the RWQCB WDR requirements under Monitoring Programs 34. Groundwater and 35. Leachate. The facility is in compliance with measures for groundwater monitoring into the WDRs (RWQCB Order 01-040). Also see Section C, Provisions, and California Environmental Quality Act section of Order, Items 38 through 40).</p> <p>The existing groundwater monitoring network at the KCL has been designed to provide early detection of a release from wastes to groundwater. The monitoring systems currently installed was designed and certified by a registered (geologist or civil) engineer. The boring logs were prepared under the direction of a registered geologist or civil engineer and submitted to the RWQCB.</p>

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COA #	Condition Title & Description	Compliance Status	Comments
17.6	<p>Downstream Well Monitoring. The groundwater monitoring program shall include selected wells down gradient from the site. The wells shall be subject to approval by the San Francisco Regional Water Quality Control Board. The Landfill operator shall sample and analyze water from these wells as required by the Regional Water Quality Control Board. The location of these wells shall be identified on the Development and Improvements Plan.</p>	In Compliance. On-Going	<p>UPDATE: All annual and semi-annual water quality monitoring reports were submitted to the RWQCB in 2017. KCLC continues to perform monthly sampling of the underdrain system.</p> <p>A downstream well monitoring program is included in the FDIP, Section 9.4, and Appendix A. Also see WDRs Self-Monitoring Program. The locations and design of wells were approved by CCEH and the RWQCB. All monitoring of groundwater is performed in accordance with the RWQCB requirements and the WDRs.</p> <p>Facility is in compliance with measures for groundwater monitoring incorporated into the WDRs (RWQCB Order 01-040). See Section C, Provisions. Also see Condition 17.5 above.</p>
17.7	<p>Baseline Water Characterization. The Landfill developer shall conduct a groundwater characterization study for at least a one-year period following the approval of the Land Use Permit. The procedures for the study shall be specified by the San Francisco Bay Water Quality Control Board and Contra Costa Environmental Health.</p>	Completed	<p>Included in FDIP, Section 9.3, and FDIP Appendix A Waste Discharge Requirements and 401 Certification, Baseline characterization was performed in accordance with the WDRs Self-Monitoring Program Section 4C. Groundwater Characterization studies performed were reviewed and approved by the RWQCB. There is no record of a CCEH approval of a baseline characterization report; however, CCEH has deferred to the RWQCB approval on other similar conditions.</p>
17.8	<p>Liquid Waste Disposal. The Landfill operator shall comply with the requirements of the Regional Water Quality Control Board for disposal of de-watered sewage and other utilities' sludges in the Landfill to prevent excess liquid concentrations. The Landfill operator shall not accept other liquid wastes.</p>	In Compliance. On-Going	<p>The landfill facility is in compliance with RWQCB and SWFP requirements for handling and disposal of sludge material. The discharge of liquid or semi-solid waste to the landfill (i.e. waste containing less than 50% solids by weight), other than dewatered sewage or water treatment sludge as described in Section 20220(c) of Title 27, is prohibited.</p>
17.9	<p>Drainage Grading. The Landfill developer shall grade completed fill areas to convey surface run-off to ditches at the fill perimeter to limit infiltration into the Landfill. The grading specifications shall be included in the Development and Improvements Plan.</p>	In Compliance. On-Going	<p>All grading and fill operations are consistent with plans and specifications included in FDIP, Section 9.5. Facility is in compliance with measures incorporated into the WDRs (RWQCB Order 01-040) [e.g. Specification B.3 (Surface Drainage)].</p>
17.10	<p>Leachate Management. The Landfill operator may reapply leachate removed from the leachate collection sumps to the Landfill for absorption by solid waste, or arrange for its transportation (pretreated if necessary) to an appropriate treatment and disposal facility. If leachate is returned to the fill area, it shall be injected under the Landfill's cover rather than applied over its surface. The return of leachate to the Landfill shall be subject to the solids-to-liquids ratio restrictions defined by the San Francisco Bay Regional Water Quality Control Board and Contra Costa Environmental Health. If leachate is transported to an off-site disposal/treatment facility, it shall be pretreated on-site to meet all requirements of such facility before transport. If leachate build up becomes a problem, Contra Costa Environmental Health may require additional remedial measures, such as the placement of more soil cover, or the installment of a low-permeability earthen or synthetic cover. The Leachate Management Program shall be included as part of the Site Design Plan.</p>	In Compliance. On-Going	<p>UPDATE: All leachate monitoring reports were submitted to the RWQCB in 2017. KCLC continues to perform quarterly sampling analysis of the leachate system.</p> <p>The Leachate Management Plan is included in the FDIP, Sections 9.1 through 9.8. A Leachate Collection Tank Log records daily measured levels, gallons in tanks 1 and 2, truck loads and gallons out. Leachate is sampled and analyzed quarterly. Leachate is disposed by re-injection into the waste mass in accordance with RWQCB requirements. The level of leachate in two leachate storage tanks are observed and recorded daily. During dry months (April to October), leachate is withdrawn when the tank liquid level is observed at approximately 4-feet or 16,500-gallons. Due to the potential increase in the volume of leachate from winter rains, the tank levels are kept as low as feasible in the wet months.</p> <p>The facility is in compliance with measures incorporated into the WDRs (RWQCB Order 01-040) [e.g. Prohibition A.9 (leachate discharges), Specification B.4 (LCRS design), B.17 (Leachate sump seismic design), Provisions C.1 (Compliance with Specifications and Provisions of Order), C.3 Groundwater monitoring. WDRs are monitored and enforced by the RWQCB.</p>

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COA #	Condition Title & Description	Compliance Status	Comments
17.11	<p>Water Balance Calculations. The Landfill operator shall provide water balance calculations, when requested by the Regional Water Quality Control Board or other applicable regulatory agency, to evaluate intermediate stages of Landfill operation to ensure the maintenance of a proper solids-to-liquid ratio.</p>	Not Yet Required	Water balance data will be provided upon request by DCD and/or CCEH. The landfill operator has confirmed that the facility has not yet reached the intermediate stages.
17.12	<p>Leachate Holding Tanks. Holding tanks for leachate shall be tested to ensure chemical compatibility to prevent chemical degradation of said tanks. The Landfill developer shall submit test results to the Regional Water Quality Control Board and Contra Costa Environmental Health, prior to the submission of the Development and Improvements Plan.</p>	In Compliance. On-Going	<p>The initial tests were completed July 22, 1991. The original design and manufacture of leachate holding tanks were in accordance with RWQCB requirements.</p> <p>See Health Services Department memo from M. Schott to C. Zahn (CDD) dated 10/13/1991. Schott stated approval recommended from RWQCB and that HSD had no further action and deferred to the RWQCB approval.</p>
17.13	<p>On-Site Water Supply Wells. The Landfill developer shall construct the proposed on-site water supply wells after a hydro-geologic investigation has determined flow direction and relationship between water bearing strata if any. Water supply wells shall utilize separate water bearing strata, and shall be sealed to prevent communication between shallow and deep ground water. The locations and characteristics of water supply wells shall be described in the Development and Improvements Plan, and shall be subject to Contra Costa Environmental Health and San Francisco Regional Water Quality Control Board approval. Pump tests shall be provided for on-site wells located within 500 feet of any domestic well to evaluate interference between wells.</p>	Completed. On-Going	An on-site water supply well was constructed in accordance with County CCEH and RWQCB requirements. Well design plan is included in FDIP, Section 10.2. Water for operations at the KCL is supplied by a well approximately 1,000 feet north of the maintenance shop and water storage tank. The well meets the pumping capacity requirements of this condition. Permits to construct the wells were issued by HSD on December 12, 1992 and April 15, 1993.
17.14	<p>Off-Site Water Well Contamination. If the water quality of nearby domestic water supplies is impaired by Landfill leachate, the Landfill operator shall take immediate remedial action that is acceptable to Contra Costa Environmental Health and the San Francisco Regional Water Quality Control Board. The source of contamination shall be identified and immediately repaired. Remedial measures shall include but are not limited to extraction wells and slurry walls. The Landfill operator may be required to replace the impaired water supply.</p>	Not Yet Required	Condition Acknowledged. The locations of groundwater wells within a mile of the existing KCL have been mapped and available information for the wells has been collected. Nearby domestic water supplies have not been impaired by landfill leachate. No remedial action has been required of the Landfill owner/operator.
17.15	<p>Liner Installation Inspection. See Condition 16.4.</p>	Cross-Reference	This condition solely cross-references another LUP condition. See Condition 16.4.

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17.16	<p>Secondary Containment. The Landfill developer shall construct a secondary containment system capable of containing 1.5 times the volume of each leachate-holding tank.</p>	Completed	<p>The storage tanks are located inside a reinforced concrete secondary containment area set below surrounding grades. The containment area meets the requirements of this condition. See Community Development Department letter from C. Zahn to B. Olney (KCLC) dated 12/13/1992, which authorized construction of the leachate storage tank foundations for both leachate tanks have a capacity of 64,000 gallons each, and a concrete secondary containment with a capacity of 100,000 gallons (150% of the primary leachate tank) under Building Permit MI 176258.</p>
17.17	<p>Working Face. The Landfill operator shall maintain a maximum daily working face of 3 acres or less in order to minimize surface water infiltration to the refuse, as well as to control dust and erosion, prevent vector proliferation, and minimize visual impacts. Exceptions to this limitation may be granted in response to natural disasters or other emergencies if deemed to be warranted by the Director of Conservation and Development.</p>	In Compliance. On-Going	<p>Standard operating procedures limit the maximum daily working face to fewer than 3 acres as specified in this condition, and a maximum of 1 acre as specified in Condition 17h of the SWFP.</p>
18.1	<p>Surface Water Protection Objective. The Landfill shall not impair the beneficial uses of water bodies in the vicinity of the Landfill site.</p>	Objective	<p>This is solely an Objective. See Conditions 18.2 - 18.5.</p> <p>The original Surface Water Management and Sediment Control Plan was included in FDIP, Sections 4.1 through 4.3. Requirements for surface water protection are also defined in the facility WDRs Prohibitions 8(a), and Specifications B.3, B.7, and B.9.</p>
18.2	<p>Surface Drainage System. The Landfill operator shall install and maintain a Landfill surface drainage system which shall be designed to meet State Class II standards. It shall accommodate a 1,000-year, 24-hour design storm, as specified by the County Public Works Department and the San Francisco Regional Water Quality Control Board (SFRWQCB). The drainage system shall convey surface water around the active fill area without contacting the working face or any solid waste. The surface drainage system shall be approved by the SFRWQCB and the County Department of Conservation and Development and included in the Development and Improvements Plan. Surface flow shall be evaluated further with groundwater levels and precipitation factors prior to construction, and findings incorporated into the final landfill design in order to lessen impacts to surface water flow. Flow rates and groundwater levels shall be monitored through the life of the landfill. If loss of surface flow is determined to have unforeseen impacts, a like amount of water shall be provided.</p>	In Compliance. On-Going	<p>UPDATE: No significant improvements or modifications to the surface drainage system were implemented in 2017. Routine maintenance of the sedimentation basin was performed.</p> <p>In 2016 a portion of the surface drainage system was reconfigured south of the existing "check structure" as part of site development, and in accordance with the Design Report for Phase 3B1 approved by the RWQCB.</p> <p>Included in FDIP, Section 4.1. Also see WDRs Finding 18, Spec 2-3, Drawings 29-31. The surface drainage system was designed, constructed, and is maintained in accordance with this condition and requirements of WDR Specification B.3, which requires that surface drainage from tributary areas, and internal site drainage from surface and subsurface sources, shall not contact or percolate through wastes during disposal operations or during the life of the site. Surface drainage from tributary areas, and on-site drainage from surface sources, are collected using surface drainage ditches, and/or other conveyance and collection methods.</p> <p>Letter of authorization from the RWQCB was substantiated by Community Development Department on 10/23/1991. See CDD Memo, V. Conklin to C. Zahn, dated 10/15/1991, and as updated through 10/25/1991. See correspondence from CDD to the District II Supervisor dated 4/22/1992 explaining how landfill design would help control flows into the City's storm drain.</p>

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18.3	<p>Creek Protection. The landfill shall be designed so leachate and other contaminated water does not flow into Lawlor Creek. See Section 23.3.</p>	In Compliance. On-Going	<p>Landfill site design in the FDIP, the original RWQCB for construction of a Class II landfill, and on-going design reviews by regulatory agencies ensure that neither leachate nor contaminated water flows into Lawlor Creek. The Extent of Waste Placement where waste is disposed is located hundreds of feet away from Lawlor Creek.</p> <p>See RWQCB letter from L. Kolb to B. Olney dated 10/23/1991.</p>
18.4	<p>Surface Water Management and Sediment Control Plan. The Landfill developer shall prepare and implement a Surface Water Management and Sediment Control Plan, which shall be subject to the approval of the County Department of Conservation and Development. The plan shall include a Stability Analysis of proposed cut and fill slopes, and shall prevent substantial erosion on slopes on the project site and reduce the amounts of water-borne materials from reaching surface waters. It shall include the components listed below, and it shall be included in the Final Improvements and Development Plan.</p> <p>a) Primary Grading. The Landfill developer shall perform primary grading for the project's fill modules, cover, roads, paved areas, building sites, and the construction of site slopes during the April through October low rainfall season.</p> <p>b) Temporary Flow Restriction. If grading must be done during rainy periods, or if erosion is occurring on previously graded areas, the Landfill developer shall take corrective actions, which may include the installation of ground cloth or the placement of hay bales.</p> <p>c) Ground Cover. The Landfill developer shall plant ground over on graded areas which are not to be developed within 90 days. The ground cover shall be consistent with the Landscaping Plan.</p> <p>d) Ditch/Swale Liners. The Landfill developer shall line any ditches and swales for conveying surface runoff across sanitary Landfill areas to limit water infiltration. Drainage-ways across other areas shall be lined or planted to limit erosion.</p> <p>e) Sedimentation Ponds. The Landfill developer shall install and maintain a sedimentation pond system prior to other landfill development to hold and process drainage from the Landfill property which shall be designed to withstand the 1,000-year, 24-hour design storm and Maximum Credible Earthquake event. The Landfill developer shall develop a program for monitoring storage volumes in the sedimentation ponds and releasing water depending on expected rainfall. Flow rates for down-stream discharge shall not exceed the 25-year, 24-hour design storm. The program shall include a preventive maintenance program which shall include a program for clearing of sedimentation ponds and maintenance of perimeter ditches and vegetative cover. The owner shall submit documentation to the Department of Conservation and Development to demonstrate that basin maintenance (e.g. dredging) has been completed as needed or required prior to the start of the rainy season (October 15th). The program shall be subject to approval from the County Department of Conservation and Development, Contra Costa Environmental Health, Public Works Department, and the San Francisco Regional Water Quality Control Board. The efficacy of the Landfill surface water control system in reducing downstream flooding shall be addressed in the annual and triennial reviews required by Condition 11.1.</p> <p>f) Runoff Conveyance. Erosion to ditches or gullies used to convey runoff shall be corrected by use of appropriate measures such as energy dissipators or rip rap.</p> <p>g) Equalization Basin. Water in contact with the working face area of the landfill shall be discharged into an</p>	Completed. On-Going	<p>The original Surface Water Management and Sediment Control Plan i included in FDIP, Section 4.2 and Appendix I, The RWQCB approved the design for Keller Canyon, (See RWQCB letter from L. Kolb to B. Olney dated 10/23/1991). Plan elements have been updated as needed to meet requirements of landfill construction and prevailing regulations.</p> <p>All requirements in this condition for design and construction of the landfill were met prior to, or if approved by the County, subsequent to landfill opening. Monitoring of surface water management and sediment control is performed in accordance with RWQCB requirements, and Condition 17K(b) of the SWFP.</p> <p>Facility is in compliance with measures incorporated into the WDRs (RWQCB Order 01-040) [e.g. Specification B.2 (Washout and Erosion of Wastes), and B.3 (Management of Surface Drainage), B.7 Final grading promoting lateral runoff] and Provision C.3 (Preparation of facilities prior to rainy season)]. Measures are also incorporated into NPDES Industrial Discharge permit. WDRs and NPDES are monitored and enforced by the RWQCB.</p> <p>See Health Services Department Memo, C. Nicholson to C. Zahn (CDD), dated 10/24/1991. See also Community Development Department Memo, V. Conklin to C. Zahn, dated 10/15/1991, as updated through 10/25/1991.</p>

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18.5	<p>Monitoring. The Landfill developer shall prepare and implement a surface water monitoring program to check for possible contamination of off-site surface water drainage facilities. Baseline water quality shall be determined prior to project implementation. Sedimentation pond outflow shall be monitored. The monitoring program shall be subject to approval of Contra Costa Environmental Health, the County Conservation and Development Department, and the Regional Water Quality Control Board.</p>	Completed. On-Going	<p>UPDATE 2017: The SWPPP was updated in June 2016 and is available for review during normal business hours.</p> <p>Storm water discharge monitoring results are summarized in the report titled "Annual Report for Storm Water Discharges Associated with Industrial Activities at Keller Canyon Landfill (WDID No. 2071006887", dated June 2015. The facility Storm water Pollution Prevention Plan (SWPPP) was updated in 2014 to comply with requirements specified in the new General Permit for Storm Water Discharges Associated with Industrial Activities 2014-0057-DWQ.</p> <p>Included in FDIP, Section 4.3. Also see WDRs Self-Monitoring Program. No events of contamination of off-site surface water drainage facilities have occurred. Monitoring of surface water is performed in accordance with the WDRs Item 36. Surface Water. Stormwater discharges from the site are monitored at five locations, during two major storm events, as required by the State Board's General Permit for Stormwater Discharges Associated with Industrial Activities and the Discharge Monitoring Program in Order 01-040.</p> <p>The facility is in compliance with measures incorporated into the WDRs (RWQCB Order 01-040) [e.g. Specification B.2 (Washout and Erosion of Wastes), and B.3 (Management of Surface Drainage), B.7 Final grading promoting lateral runoff] and Provision C.3 (Preparation of facilities prior to rainy season)]. Measures are also incorporated into NPDES Industrial Discharge permit. WDRs and NPDES are monitored and enforced by the RWQCB.</p> <p>See Health Services Department Memo, C. Nicholson to C. Zahn (CDD), dated 10/24/1991, and Community Development Department Memo, V. Conklin to C. Zahn, dated 10/15/1991, and as updated through 10/25/1991.</p>
19.1	<p>Hazardous Waste Ineligible. See Section 6.4.</p>	Cross-Reference	<p>This condition solely cross-references another LUP condition. See Condition 6.4.</p>
19.2	<p>Load Inspection. See Condition 7.1</p>	Cross-Reference	<p>This condition solely cross-references another LUP condition. See Condition 7.1.</p>

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COA #	Condition Title & Description	Compliance Status	Comments
19.3	<p>Household Hazardous Waste Program. The Landfill operator shall develop a household hazardous waste collection and management program for the service area which is consistent with the County Hazardous Waste Management Plan and with the County Integrated Solid Waste Management Plan. The program shall be subject to the approval of the Contra Costa Environmental Health and Conservation and Development Departments. The household hazardous waste shall be managed in accordance with the "Waste Minimization Hierarchy" identified in the County Hazardous Waste Management Plan. The operator is encouraged to develop the program in cooperation with other waste management facilities and collection services. The proposed program, along with a schedule of proposed costs and funding sources, shall be submitted to the County departments no later than 6 months prior to the opening of the landfill. The program shall include mechanisms for removing household hazardous waste from the waste stream which arrives at the facility. If the household hazardous waste program (or a version of it) is approved by the County Board of Supervisors, the Landfill operator shall implement it. The Landfill household hazardous waste program shall include a public information and education program approved by the Contra Costa Environmental Health/County Hazardous Materials Commission for notifying facility users and households in its service area of what constitutes hazardous waste and how such wastes are to be disposed of. The household hazardous waste program shall be amended if required by the County Board of Supervisors in their review of the Land Use Permit.</p>	Not Yet Required	<p>This condition preceded the approval of the County's Household Hazardous Waste (HHW) Element of the Countywide Integrated Waste Management Plan. There was a substantial change in public policy with respect to management of this portion of the waste stream shortly after this LUP was approved. CDD advised the Board of Supervisors that this policy change effectively put this COA 19.3 "on hold." (see memo from H. Bragdon to the Board of Supervisors dated 4/28/1992).</p> <p>By early 1992, County HSD had taken the lead role in implementing a countywide mobile collection program. Several years later wastewater agencies developed and began operating permanent drop-off facilities for HHW to serve those living in Central (Central Contra Costa Sanitary District) and East County (Delta Diablo Sanitation District). Soon thereafter a permanent drop-off facility was built in North Richmond to serve West County.</p> <p>The countywide household hazardous waste program includes three permanent HHW facilities serving households in their respective areas to provide free and convenient option to properly manage HHW effectively removing it from the waste stream before it reaches the landfill.</p> <p>The Countywide Integrated Waste Management Plan approved in 1993 does not call for an HHW program at Keller Canyon Landfill, however such a program could be re-activated if conditions change.</p>
19.4	<p>Hazardous Waste Pre-screening. The landfill entrance load screening procedures and a manual load check program during unloading operations shall be included in the load screening program required under Condition 7.1. Landfill employees shall be instructed to investigate suspicious containers for hazardous materials during bulldozing and other activities. Any hazardous materials found shall be set aside for proper collection and disposal.</p>	In Compliance. On-Going	<p>The Eligible Vehicles and Loads program that is implemented at the landfill scale house was updated in 2013 and approved by the LEA in 2014.</p> <p>A Load Check program and hazardous waste pre-screening program are in effect at Contra Costa Transfer and Recovery Station and other transfer stations that dispose of waste at Keller Canyon Landfill. (See Condition 7.1)</p>
19.5	<p>Regulatory Agency Approvals. The collection and storage of toxic and hazardous wastes pursuant to this section shall be subject to County Health Services Department's Hazardous Materials Division, State Department of Health Services, and other regulatory agency approvals.</p>	In Compliance. On-Going	<p>Condition Acknowledged. Procedures related to storage of toxic or hazardous waste are also addressed in SWFP 07-AA-0032, Section 17j. Should this statement also be included in the compliance response for the condition above? DB: This statement belongs in the comments for COA 19.5</p>

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20.1	<p>Prevention of Air Quality Deterioration. The Landfill operator shall manage the facility in a manner that does not result in the significant deterioration of air quality in the vicinity of the site or in the Bay Area. The condition shall be interpreted as a requirement that the Landfill comply with terms of the Authority to Construct Permit to Operate permits issued by the Bay Area Air Quality Management District.</p>	<p>In Compliance. On-Going</p>	<p>UPDATE: The most recent Title V Major Facility Review Permit #A4618 issued by the BAAQMD on March 17, 2016 remains in effect. The Authority to Construct/Permit to Operate reviewed annually by the BAAQMD is scheduled for renewal on November 1, 2017.</p> <p>Landfill owner/operator compliance with conditions of approval in LUP Section 20. The landfill facility is in compliance with all permits issued by the BAAQMD. Title V Permit Major Facility Review Plant No. A4618 last issued March 17, 2016; and the Authority to Construct/Permit to Operate Plant No. A4618. The Authority to Construct/Permit to Operate is reviewed annually by the BAAQMD.</p> <p>The Landfill Gas Management/Air Quality Monitoring/Odor Control Plan is included in the FDIP, Sections 8.1 through 8.10. The original Authority to Construct is Appendix B of the FDIP.</p> <p>The landfill facility has established protocols for logging complaints and handling those types of communications (see Condition 20.2 below).</p>

COA #	Condition Title & Description	Compliance Status	Comments
20.2	<p>Odor Containment. The Landfill operator shall operate the Landfill in a manner that prevents odors from being detected off-site, pursuant to Regulations 7-101 and 7-102 of the Bay Area Air Quality Management District. If odors are reported to Contra Costa Environmental Health, or reports are relayed from the Bay Area Air Quality Management District, the Department of Conservation and Development or Contra Costa Environmental Health may require additional physical improvements or management practices as necessary to alleviate the problem. Contra Costa Environmental Health shall have the authority to cease disposal at a particular area of the Landfill, to control odors. A small daily working face (3 acres or less) shall be maintained. The leachate treatment system shall be enclosed and properly maintained to control odors from leachate. The landfill gas collection system and flare shall utilize BACT to reduce landfill gas as a source of toxics and odor.</p> <p>The Landfill operator shall implement Best Management Practices of the industry to minimize odors from operations and emissions from equipment. If the operator is contacted about odors being detected off-site, the date, time and description of the odor complaint shall be logged and investigated promptly to expedite implementation of any necessary corrective action by the landfill operator. The Landfill operator shall contact Contra Costa Environmental Health or the Bay Area Air Quality Management District at minimum of once per year to obtain any information possible about odor complaints received by each agency. Any odor complaints received by the Landfill operator, Contra Costa Environmental Health or the Bay Area Air Quality Management District shall be included in the annual Activities Report required under the Landfill's Franchise Agreement unless otherwise specified by the Director of Conservation and Development. The landfill operator shall provide a means for receiving after hours odor complaints. Complaints shall be promptly investigated (after hours investigations required if/when multiple after hours complaints received on the same day or on multiple consecutive days) to identify whether the source of the odor is on the landfill site, in which case the problem should be corrected in a timely manner. A response to the person lodging the complaint shall be made within 48 hours and copied to the Department of Conservation and Development, detailing the problem and remedial action taken.</p>	In Compliance. On-Going	<p>UPDATE: KCL staff maintains an odor complaint tracking system. Each complaint is logged by week and month, with details of the date and time of odor complaint/occurrence, name and address and contact information of the complainant (if provided), the complaint location's approximate distance from the landfill Working Face, and description of the odor.</p> <ul style="list-style-type: none"> * The Odor Management Plan for Landfill Operations implemented by KCLC on May 25, 2017. The Odor Management Plan is a supplement to the current, more general Odor Impact Minimization Plan (OIMP). * The Odor Management Plan contains protocols for responding to, and investigating, odor complaints, procedures for identifying presence of odor, employee training, equipment, specific odor mitigation measures, and required documentation and record keeping. A copy of the Odor Management Plan is available for review at the landfill office during normal business hours. * Complaint data reviewed in this LUP compliance review were provided by the BAAQMD, DCD, and CCEH. * Each complaint received has a date and approximate time of occurrence. Several complaints do overlap with another agency. * Three odor complaints were confirmed by the BAAQMD, two of which occurred on October 24, 2016. On this date, the LEA issued a Notice of Violation. The other confirmed odor complaint occurred on December 29, 2016. * 100% of the odor complaints were recorded from October through April, coinciding with the rainy season (one complaint on 8/31/2017). These odor complaints were described generally as "garbage" or "rotten garbage". * KCL has procedures for identifying, evaluating, and mitigating off-site odors when they are confirmed. Site personnel routinely patrol the area including local neighborhoods for any indication of odors. Findings and results from the surveys are documented daily. All complaints submitted to KCL, whether by phone, or a referral by DCD or BAAQMD, are followed up and investigated by KCL staff. All complaints are tracked and reviewed. Where feasible, complainants or nearby neighbors were interviewed. * Investigations usually involved follow-up by KCL staff, or jointly with BAAQMD and/or CCEH. * The on-site KCL weather station data are reviewed to assess wind direction and speed at the approximate time of the odor complaint. * Additionally, KCL has systems and operation practices to minimize odor impacts on the surrounding community, including use of Best Available LFG Control Technology, maintaining a small working face (less than 1 acre in size) and enclosing the leachate system. <p>An odor impact minimization plan (OIMP) is in effect. An Odor Complaint Program is also in effect per Condition 17k(g) of the SWFP. Odor complaints and associated responses/corrective actions are logged in the facility's Complaint Log. Standard forms record the date of the complaint, name of the individual filing the complaint (if available), weather conditions, name of the landfill complaint investigator, the alleged locations of odors, and the results of complaint verification by either landfill personnel or personnel from the LEA or BAAQMD. Incidents are also recorded in a Log of Special Occurrences pursuant to provisions of Title 27 CCR 20510 (c) per Condition 17o of the SWFP. Follow up actions by the landfill are also documented in the annual Activities Report submitted to DCD.</p>

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COA #	Condition Title & Description	Compliance Status	Comments
20.3	<p>Cover Frequency. The Landfill operator shall cover newly disposed refuse with compacted soil or other cover material meeting state regulatory requirements enforced by Contra Costa Environmental Health and CalRecycle and approved in writing by the Department of Conservation and Development. All working faces of the Landfill shall be covered by the end of the working day. Intermediate cover, meeting the requirements of the State shall be applied over each layer of cells ("lift"). The type of cover material and frequency of cover shall be modified in order to control odor, litter or birds, if necessary, or if required by the Director of Conservation and Development or the Landfill's Solid Waste Facilities Permit.</p>	In Compliance. On-Going	<p>UPDATE: There were no issues associated with the use of greenwaste ADC. LEA typically evaluates greenwaste quality and size during monthly inspections. Inspection reports regularly state the absence of food waste contamination in greenwaste used for ADC.</p> <p>CCEH approved KCLC to use green waste and geosynthetic blankets as Alternative Daily Cover (ADC) after conducting a one-year demonstration project back in 1999-2000 and included a summary report, dated 6/28/2000. The use of greenwaste as ADC was approved shortly after the acceptance of the results of the demonstration project. The landfill's RDSI was updated in early 2015 to formally reflect additional details regarding the use of unprocessed green waste as ADC. The decision to approve that RDSI amendment was appealed to CalRecycle by an outside party. In August 2015, CalRecycle denied the appeal and upheld the approval of the RDSI amendment. As a result, the outside party filed a law suit against CalRecycle (State) and that case is still pending.</p> <p>In September 2014, Governor Brown signed Assembly Bill (AB) 1594 mandating that as of January 1, 2020, the use of green material as alternative daily cover (ADC) will no longer constitute diversion through recycling and will instead be considered disposal in terms of measuring a jurisdiction's annual 50 percent per capita disposal rate.</p> <p>All requirements for approved daily cover materials and practices are complied with as standard operating procedure. Soil cover frequency is in accordance with requirements of LUP Condition 20.3, procedures of the SWFP, and Condition #17309 part 3(a) through 3(d) of the Major Facility Review permit issued by the BAAQMD. The Working Face is limited to 1.0 acre under Condition 17h of the SWFP. Also see Condition 20.2, 24.4 Bird Control, and Section 25 Litter Control.</p>
20.4	<p>Odoriferous Loads. The Landfill operator shall identify potentially odoriferous loads prior to acceptance and make any arrangements needed to ensure that disposal of odoriferous loads is managed to avoid off-site detection, which may involve covering such incoming loads immediately.</p>	In Compliance. On-Going	<p>Immediate covering of odoriferous loads is standard operating procedure in accordance with requirements of this LUP, the SWFP, and BAAQMD Major Facility Review permit Condition #16462 regulating the handling, use, and storage of yard and green waste stock piles. Air District requires that certain details about the green waste stockpiles be included in each semi-annual report (available on the BAAQMD website).</p>
20.5	<p>Dust Suppressants. The Landfill operator shall apply water or proven environmentally safe dust suppressants at least twice daily to working faces of the landfill, unpaved access roads, storage pile disturbances and construction areas as determined to be necessary by Contra Costa Environmental Health. Contra Costa Environmental Health may require sprinkling more frequently for control of particulates.</p>	In Compliance. On-Going	<p>Condition #17309, Item 8, of the BAAQMD permit states that water and/or magnesium chloride is to be applied depending on season: "Except as provided below, all applications of dust suppressant shall consist of 0.5 gallons per square yard of 10% MgCl₂ applied along the entire length of all unpaved roads."</p> <p>The facility is in compliance with dust suppression measures implemented per this LUP condition, Condition 17k(d) of the SWFP, and Condition #17309 and #16462, parts 8(a) through 8(d), 9, 10, 13, 15, and 16(j) through 16(l) of the Major Facility Review permit issued by BAAQMD.</p>
20.6	<p>Area of Operations. See Conditions 17.17 and 22.10.</p>	Cross-Reference	<p>This condition cross-references to other LUP conditions. See Conditions 17.17 & 22.10.</p>

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20.7	<p>Air Flow Monitoring. The Landfill operator shall monitor air flow on the site upon commencement of operations and shall provide background meteorological conditions including wind direction, wind velocity, and temperature. After the Landfill is in operation, data shall be used to correlate odor, dust, or litter management with meteorological conditions. Air flow monitoring reports shall be submitted or made available to the Contra Costa Environmental Health and the Department of Conservation and Development upon request.</p>	In Compliance. On-Going	<p>The landfill weather monitoring station has been in continuous operation. The system is a Vantage Pro2 by Davis Instruments with Weatherlink analytical and reporting software. The collected data are stored on a secure server, thus weather conditions can be reviewed and analyzed for virtually every day the system has operated and stored this data. Collected data are also used to assist in the evaluation of odor complaints. Specifically, weather parameter of wind direction and speed, precipitation, relative humidity, and outside temperature are recorded as needed to evaluate odor complaints.</p> <p>An expanded weather monitoring station was installed May 1997 that monitors and records all meteorological conditions specified in this LUP condition. Data are used to manage daily landfill operations. CCEH letter dated 12/8/1995 acknowledges that their office and DCD agreed that KCL would not be required to submit actual monitoring reports unless determined necessary in the future. Data is available for review by regulatory agencies upon request and periodically checked by LEA during their routine inspections.</p>
20.8	<p>Contingency Program. Prior to the start of filling operations, Landfill operator shall prepare a "bad days" contingency program for managing the Landfill during periods of unusual wind speeds or directions, rainfall or drought or other atypical situations. It shall apply specific site monitoring information. The Landfill operator shall consider the comments of the City of Pittsburg and consult with the Bay Area Air Quality Management District and the Regional Water Quality Control Board. The program shall be approved by the Department of Conservation and Development and Contra Costa Environmental Health, and it may be revised from time to time. See Condition 25.4.</p>	Completed. On-Going	<p>The landfill operator has established procedures for dealing with inclement weather with the potential to hamper normal operations. Rain and/or high winds may require adjustment of on-site waste handling and disposal procedures. During prolonged heavy rains, operations are moved to a tipping area (wet weather area) which has been surfaced with asphalt grindings to provide all weather access to allow for continuous refuse disposal operations during inclement weather. Stockpiles of soil material are maintained near the designated wet weather alternative tipping area to provide an adequate supply of cover material. Normal traffic and vehicle access to the wet weather area is provided by paved and/or a combination of tightly compacted soil and asphalt grindings.</p> <p>For high wind conditions, the unloading area is typically reduced in size and, whenever possible, placed in a portion of the landing that affords protection from the wind. Additional equipment may be utilized to expedite the spreading and compacting of the refuse as soon as it is unloaded. Cover operations may also be implemented prior to the end of the working day to reduce the area of exposed refuse on the working face. In addition, portable litter fencing is in-place and is used downwind around the unloading areas.</p>
20.9	<p>Revegetation. The Landfill operator shall revegetate completed Landfill areas. Revegetation shall be in accordance with the Development and Improvements Plan and shall be consistent with State and local water conservation landscaping requirements. Intermediate and final cover areas shall be reseeded with native grasses immediately. Excavations shall be reseeded with native grasses or filled immediately. Operating areas which will not be used for fill or construction for 90 days or longer shall be planted for dust and erosion control and for aesthetic purposes. Landfill operator shall provide the County Conservation and Development Department with written notice and documentation (e.g. photographs) of any inactive unvegetated areas of disturbance not being reseeded immediately whether due to on-site activity associated with the landfill (construction or operations) or naturally occurring (landslides, etc.). The Director of Conservation and Development may require that revegetation notices be submitted more frequently and/or on a fixed schedule.</p>	In Compliance. On-Going	<p>Included in FDIP, Sections 7.1 and 8.1 and Appendix E. Revegetation measures of graded areas are in compliance with Condition #17309 Part 14 of the Major Facility Review permit issued by BAAQMD, and is standard operating procedure when such areas are not expected to be used for fill or construction within 90 days or longer.</p>

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COA #	Condition Title & Description	Compliance Status	Comments
20.10	<p>Tree and Shrub Planting. The Landfill developer shall plant trees and shrubs downwind of the Landfill to aid in trapping dust. The planting plan shall be included in the Landscaping plan component of the Development and Improvements Plan.</p>	Completed	The tree and shrub planting plan is included in FDIP, Section 8.2, Landscape Plan drawings LP-1, LP-2, and LP-3. Tree and shrub planting species and locations were approved in the Landscaping Plan. See COA 22.2
20.11	<p>Gas Control and Collection. The Landfill operator shall install a Landfill gas control collection system in accordance with the regulations of the Bay Area Air Quality Management District. The system shall have the capacity to operate in an active mode, using a mechanical vacuum, to withdraw gas from the Landfill. The system shall be operated in an active mode as soon as practical. The gas control and collection system shall be installed concurrently with the placement of wastes in the Landfill and shall be ready for operation when gas is produced. The gas collection and related recovery system shall utilize BACT and shall be subject to the approval of the Bay Air Quality Management District and County Conservation and Development Department and it shall be included in the Development and Improvements Plan.</p>	Completed. On-Going	<p>UPDATE: Due to the progression of waste filling activities, 23 additional vertical extraction wells and associated piping were installed in 2016. All construction activities were conducted in compliance with KCL's Permit To Operate issued by the Bay Area Air Quality Management District. Construction activities included installation of additional vertical extraction wells, an above and below ground header pipe line, and additional lateral pipe lines. The annual collection system improvements, implemented since 2008, have increased gas collection and operating efficiency.</p> <p>Included in FDIP, Section 8.3. Gas control and collection requirements are contained in BAAQMD Major Facility Review permit Condition #17309 Parts 18 through 30. Facility components for gas control and collection (Flares 1 and 2) are permitted abatement devices A-1 and A-2, and active gas collection is source S-1. The landfill gas control system did not have to become operational until one million cubic yards of refuse had been placed in the landfill.</p> <p>KCL manages a complex landfill gas (LFG) collection system consisting of vertical extraction wells, headers, and sub-headers. The LFG collection system is under vacuum which draws the landfill gas to a central point currently consisting of a flare station, a blower building, and a landfill gas-to-energy facility (LFGTE). The LFG collection system, including additional vertical collection wells and flares, will be expanded as the landfill is developed to provide ongoing control within the performance criteria established and mandated by the BAAQMD and State and federal regulations.</p>
20.12	<p>Landfill Gas Processing. The Landfill developer shall install a flaring mechanism, in accordance with Bay Area Air Quality Management District guidelines/regulations, to combust collected landfill gas. The flare shall be of the nonilluminous type. Best Available Control Technology (BACT) shall be used, as defined and approved by the Bay Area Air Quality Management District. The flare shall be installed with staged combustion, operated under fuel-rich conditions, and be designed with flue gas recirculation.</p>	Completed. On-Going	<p>UPDATE 2017: Plans for replacement of Flare #1 are in progress. Electrical modifications have been installed; replacement of the flare is scheduled for 2018.</p> <p>The original design for the flare system was included in FDIP, Section 8.4 and Appendix D. See Community Development Department letter from C. Zahn (CDD) to S. Gordon, dated 10/24/1995. Two flares are in operation that are subject to performance standards and testing requirements in Condition #17309 Parts 20 through 30 of the Major Facility Review permit issued by the BAAQMD.</p> <p>There are two enclosed flares constructed in the Landfill Gas Management and Landfill Gas to Energy Facilities area. The first flare was installed at KCL in 1995. Flare #2 was installed in 2007 to act as both a backup unit and to provide additional capacity as LFG production increases at the site.</p> <p>Both flares are 40-ft. high insulated steel tubes equipped to control combustion of the LFG to destroy methane and other gases. Both flares are founded on a reinforced concrete slabs and are designed to withstand conservative seismic and wind loads. In 2007, a new control system was installed that integrates control of both flares to a single system, allowing either one or both flares to operate, depending on LFG destruction needs. This new control system also interfaces with the LFGTE plant to ensure that consistent LFG extraction and destruction is maintained. See Condition 20.13.</p>

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20.13	<p>Methane Recovery. The Landfill operator shall install a methane recovery system simultaneously with the construction of the gas collection system, preferably utilizing the Landfill gas to produce energy when the Landfill has developed enough gas to justify recovery. When required by the County Community Development Department, the Landfill operator shall conduct a study to determine how methane could be recovered from the gas and used for fuel or as a commodity.</p>	Completed. On-Going	<p>An early plan for methane recovery was included in the FDIP, Section 8.5.</p> <p>In 2006, Ameresco, Inc. submitted a development proposal to the County for a power plant with a capacity of up to 3.8 MegaWatts, which was ultimately approved. The landfill gas to energy (LFGTE) power plant was dedicated in October 2009 under County file #LP012115, a previous LFGTE project that was approved but never built on-site. The plant is owned and operated by Ameresco Keller Canyon L.L.C. See Section 36 of this LUP.</p> <p>The LFGTE plant was constructed adjacent to the existing flare station described in Condition 20.12 above. Ameresco has secured a power purchasing agreement to sell the power generated at KCL. See Section 36 Landfill Gas Power Plant of this LUP.</p>
20.14	<p>Gas Monitoring. The Landfill developer shall install gas migration detection probes and wells along the boundary of the Landfill footprint, near on-site buildings, and in other locations specified by the Bay Area Air Quality Management District or Contra Costa Environmental Health to monitor for subsurface and surface gas migration. The gas monitoring stations shall be described in the Development and Improvements Plan approved by the County Conservation and Development Department. If gas migration is found, the Landfill operator shall notify the County and take remedial actions. Training of employees for detection of gas migration shall be included in the employee training program.</p>	In Compliance. On-Going	<p>Plans for the initial gas monitoring system are included in FDIP, Section 8.6. The monitoring and control of gas emissions via integrated and instantaneous surface emissions monitoring is conducted in accordance with the BAAQMD Rule 34 compliance plan requirements for the KCL. Perimeter probe results from collected monitoring data are compiled into a report. Gas monitoring data is submitted by KCL to the LEA and BAAQMD.</p> <p>As of September 20, 2007 regulations for Gas Monitoring and Control at Active and Closed Disposal Sites became effective. KCL submitted a Landfill Gas Monitoring Migration Monitoring Plan as required by the new regulations in September 2008. The Landfill Gas Migration Monitoring Plan was revised in response to LEA comments and subsequently approved by The LEA on August 3, 2009.</p> <p>Perimeter and surface landfill gas at KCL are monitored in accordance with CFR 258.23 (Subtitle D) and the BAAQMD Regulation 8, Rule 34. Perimeter and surface landfill gas monitoring are conducted on a quarterly basis. Perimeter landfill gas monitoring at the KCL have shown that there is no landfill gas migration off-site. The perimeter landfill gas monitoring probes were designed and spaced according to 27 CCR and BAAQMD requirements, and are in conformance with the criteria set forth in Subtitle D.</p> <p>On-site structures at are monitored monthly, in accordance with 27 CCR, Section 20931, for detection of potential landfill gas migrating into building structures. The upper detection limit is 1.25 percent methane by volume.</p>
20.15	<p>Lateral Gas Barriers. The Landfill developer shall install a gas barrier or gas collection area on side slopes of the Landfill to prevent lateral gas migration through the sides of the Landfill. The barrier or gas collection area shall be approved by the Bay Area Air Quality Management District and shall be included in the Development and Improvements Plan.</p>	Completed. On-Going	<p>KCL operates a gas collection system on or near the slopes in general, and has installed horizontal collectors at the perimeter of the lining system when the perimeter probes are activated. This portion of the collection system is located only in the northeast corner of the lined area, approximately where the toe berm meets original ground just down hill from the east side liner area. "Barriers" as described in this condition are not in place at Keller. Barriers have not proven effective without significant collection infrastructure to ensure gas does not get diverted and causes a release in a different location. KCL has installed collection systems as needed to maintain compliance with CCR Title 27 (Subsurface) and BAAQMD/USEPA (Near-Surface) emissions requirements. Given the large buffer areas surrounding the landfill operations area, the best approach is to install and maintain a long-term collection system near a trouble area located within the waste mass, to "pull back" the gas.</p>

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20.16	<p>Settlement Protection. The Landfill developer shall use flexible piping and lightweight backfill for the Landfill gas collection system to ensure that settlement of the fill will not affect operation of the system.</p>	Completed. On-Going	<p>UPDATE: Source test reports for 2017 were submitted to the BAAQMD and County Department of Conservation and Development in accordance with this condition of approval. See report for Flare A-2, dated March 6, 2017; Flare A-1 submitted September 18, 2017.</p> <p>All materials and construction techniques approved by the BAAQMD are utilized to minimize potential settlement of fill. KCL has installed collection systems as needed to maintain compliance with CCR Title 27 (Subsurface) and BAAQMD/USEPA (Near-Surface) emissions requirements.</p> <p>Annual source tests are performed per Condition #17309 parts 30 and 31 of the Major Facility Review permit. Reports are filed with the BAAQMD and are available to interested agencies. The LFGTE power plant source testing is contained in its separate permit with the BAAQMD.</p>
20.17	<p>Landfill Gas Testing. The Landfill operator shall test Landfill gas for its toxic composition and for toxic constituents. The testing program shall be subject to the approvals of the Bay Area Air Quality Management District, Contra Costa Environmental Health and the Department of Conservation and Development. The Landfill operator shall provide the results to the County Department of Conservation and Development and Contra Costa Environmental Health on a bi-annual basis unless a more frequent interval is specified in the Solid Waste Facilities Permit.</p>	In Compliance. On-Going	<p>UPDATE: Source test reports for 2017 were submitted to the BAAQMD and County Department of Conservation and Development in accordance with this condition of approval. See report for Flare A-2, dated March 6, 2017; Flare A-1 submitted September 18, 2017.</p> <p>KCL conducts a source test at each flare once every year. Source test reports are submitted to the BAAQMD Compliance and Enforcement Division and the Source Test Section within 60 days of the test date. Each annual source test is required to determine specific parameters and constituents of landfill gas as specified in the Major Facility Review permit.</p> <p>KCL also conducts characterization of the landfill gas concurrent with the annual source test required by the above. Landfill gas sample(s) are analyzed for concentrations of carbon dioxide (CO2), nitrogen (N2), oxygen (O2), methane (CH4), and total non-methane organic compounds (NMOC) in addition to organic and sulfur compounds specified in Part 31 of the permit with BAAQMD. Test reports are submitted to the BAAQMD Compliance and Enforcement Division and the Source Test Section within 60 days of the test date.</p>
20.18	<p>Leachate Disposal. See Condition 17.10.</p>	Cross-Reference	<p>This condition solely cross-references another LUP condition. See Condition 17.10.</p>
20.19	<p>Cell Re-Opening. Previously-closed cells shall not be reopened without permission from Contra Costa Environmental Health. The Department of Conservation and Development shall be notified of any occurrence that potentially necessitates that one or more cells be re-opened.</p>	In Compliance. On-Going	<p>The facility is in compliance with this condition. Re-opening of cells is reviewed on case-by-case basis and only on approval by CCEH.</p>

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20.20	<p>Fissure Repair. The Landfill operator shall inspect the Landfill daily. Surface cracks, fissures, eroded areas, or inadequately covered areas on the Landfill may require repairs within 24 hours. The Department of Conservation and Development shall be notified in writing at the time the operator identifies any substantial surface cracks or fissures requiring repairs beyond the placement and compaction of additional clean soil. Photo of the crack should accompany the written notice which describes the expected cause and corrective action plans and repair schedule. This activity shall be included in the employee training program</p>	In Compliance. On-Going	Employees are trained in inspections for fissures and approved repair measures. Staff routinely inspects the Landfill's surface for fissures. Fissures are repaired as they are discovered. When found, fissures are filled with soil and thoroughly compacted.
20.21	<p>Permanent Road Paving. The Landfill developer shall pave and maintain permanent access roads to control dust. A road used for one year or longer shall be considered to be a permanent road. Road construction shall be described in the Development and Improvements Plan.</p>	In Compliance. On-Going	Plans for permanent road paving are included in FDIP, Sections 8.8 and 8.9, Drawings 10 and 11. All roads designated for permanent paving have been completed and are maintained per this LUP and Condition #17309 Part 4 of the Major Facility Review permit issued by the BAAQMD.
20.22	<p>Temporary Road Paving. The Landfill developer shall pave and maintain temporary road with gravel or crushed aggregate. Temporary roads shall be wetted or chemically treated when necessary to control dust. Road construction shall be described in the Development and Improvements Plan.</p>	In Compliance. On-Going	<p>Plans for temporary paving are included in the FDIP, Section 8.9. Major Facility Review permit Condition #17309 Part 5(a) through 5(d) identifies five temporary roadway segments comprising haul roads to the Working Face and a secondary fire access road. Temporary paving material consists of a minimum of 12 inches of compacted gravel or crushed asphalt.</p> <p>The facility is in compliance with dust control measures of Major Facility Review permit Condition #17309 Parts 8(a) through 8(d), Part 9, Part 10, and Part 13 pertaining to control measures to be implemented depending on type of road, landfill vehicle traffic, and weather.</p>
20.23	<p>Speed Limits. The Landfill operator shall enforce speed limits set by the Contra Costa Environmental Health on internal site roads. The Landfill operator shall install appropriate signs and speed control devices. The maximum internal on-site speed limit shall be 20 mph unless otherwise specified by Contra Costa Environmental Health.</p>	In Compliance. On-Going	Posted speed limit for paved roads is 15 mph; speeds on unpaved roads and fire roads are limited to 10 mph and 25 mph, respectively, per Condition #17309 Part 6 of the Major Facility Review permit. Signs are installed and speed limits are enforced.
20.24	<p>Equipment Maintenance. The Landfill operator shall maintain Landfill equipment in optimum working order to ensure that vehicle emissions are controlled and equipment shall be fitted with spark arrestors so potential for causing fires is minimized. Equipment shall not be left idling when not in use. Maintenance records shall be kept on all pieces of Landfill equipment. The records are subject to review by Contra Costa Environmental Health. Equipment shall be stored, serviced, and repaired in a maintenance area designated in the Development and Improvements Plan and approved by the County Conservation and Development Department.</p>	In Compliance. On-Going	<p>Equipment maintenance is performed according to manufacturer specifications and at required intervals. Maintenance records are maintained by the operator and available for review by County agencies.</p> <p>All equipment maintenance operations are completed at the landfill. The equipment maintenance facility includes a 6,000 sq. ft. building that contains all equipment spare parts and material storage units for the site equipment maintenance operations (e.g., storage bins and cabinets, waste oil tanks, fuel tanks, water tanks). A maintenance yard is used for scheduled maintenance of heavy equipment including daily routine, minor, and major repairs. All equipment (including stationary equipment) are maintained, tested, monitored, and inspected on a regular basis to ensure that they are functioning and readily available.</p>

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COA #	Condition Title & Description	Compliance Status	Comments
21.1	<p>Noise Control Objective. The Landfill operator shall manage the facility in a manner that minimizes noise impacts to area residents.</p>	Objective	<p>This is solely an Objective. See Conditions 21.2 - 21.8.</p> <p>Compliance with conditions of approval in LUP Section 21. Noise Control has minimized noise impacts to surrounding residential areas. DCD is not aware of any violations involving noise generated by the landfill.</p>
21.2	<p>Noise Monitoring Program. The Landfill operator shall prepare and implement a noise monitoring and abatement program, which shall be approved by the County Department of Conservation and Development and Contra Costa Environmental Health. The program shall monitor noise levels at sensitive receptor locations, one West of Bailey Road and South of West Leland Road, one near Bailey north of West Leland, and another in the Jacqueline Drive area south of West Leland Road. The Director of Conservation and Development may specify other monitoring locations. Noise monitoring reports shall be submitted to the County Conservation and Development Department on a quarterly basis unless otherwise specified by the Director of Conservation and Development. If the monitoring noise levels at the Landfill boundary line or other monitored location exceed 60 dBA during daylight hours, or 50 dBA during the evening or at night, the County may require the operator to institute additional noise reduction measures to bring noise emanating from the Landfill to the forementioned levels or less.</p>	In Compliance. On-Going	<p>Noise monitoring is performed monthly and reports are prepared quarterly per the requirements of this condition. No off-site noise impacts have been consistently received since the landfill opened in 1992. Noise monitoring have demonstrated that ambient noise levels during periods the landfill is in operation are below the thresholds established in this condition at the landfill boundary line and other monitored locations. There is no history of consistent off-site noise complaints.</p> <p>See Community Development Department Memo, V. Conklin to C. Zahn, dated 10/15/1991, and as updated through 10/25/1991. Also see Health Services Department Memo from C. Nicholson to C. Zahn (CDD) dated 3/10/1992.</p>
21.3	<p>Toe Berm. See Condition 22.3.</p>	Cross-Reference	<p>This condition solely cross-references another LUP condition. See Condition 22.3.</p>
21.4	<p>Mitigation/Lift-Level Berms. See Condition 22.4</p>	Cross-Reference	<p>This condition solely cross-references another LUP condition. See Condition 22.4.</p>
21.5	<p>Construction Hours. See Condition 32.1.</p>	Cross-Reference	<p>This condition solely cross-references another LUP condition. See Condition 32.1.</p>

COA #	Condition Title & Description	Compliance Status	Comments
21.6	<p>Truck Noise Suppression. The Landfill operator shall require transfer trucks and other waste hauling vehicles using the facility to be equipped with factory approved noise suppression equipment, including engine compartment insulation. The Landfill operator shall request the California Highway Patrol actively enforce muffler and vehicle noise standards as required in the California Vehicle Code if, for any reason, noise from heavy trucks becomes a source of complaints in the project area, whether project-related or not. Transfer trucks and other waste hauling vehicles with faulty mufflers shall be denied access to the landfill after one warning by a landfill operator at the landfill entrance.</p>	In Compliance. On-Going	<p>Waste-hauling trucks to KCL are equipped with noise suppression features that are standard to the industry. The landfill operator's transfer trucks are subject to inspection and maintenance as part of the operator's equipment maintenance program. Maintenance is performed according to manufacturer specifications and at required intervals. Faulty mufflers would be replaced as they are identified.</p> <p>No truck noise complaints have been consistently received at the landfill office since the late 1990s. In response to concerns about noise resulting from trucks traveling over speed bumps near the landfill entrance, the landfill operator voluntarily removed the speed bumps. Since that time no complaints of truck noise have been received at the landfill office.</p> <p>The CHP periodically sets up a mobile inspection station outside of the landfill entrance to ensure compliance with vehicle safety and equipment requirements. The landfill operator has not had cause to request enforcement by the CHP.</p> <p>New procedures have been put in place at the Landfill if a truck is determined to have a faulty muffler (or mufflers) by landfill staff at the scale house or working face, the landfill staff shall record the truck tractor license number and date of determination. The operator of the subject truck may be issued a warning to repair the muffler (or mufflers) at the discretion of landfill staff, depending to the degree that muffler performance is believed to be degraded. The truck operator shall be allowed up to 21 days from the date of determination to effect repairs. The truck operator shall be required to provide documentation of repair to the landfill scale house operator to avoid being denied future access to the landfill.</p>
21.7	<p>Landfill Vehicles. The Landfill operator shall provide Landfill equipment with the best available noise suppressing equipment to minimize sound generation.</p>	In Compliance. On-Going	Landfill equipment are equipped with best available noise suppressing equipment as supplied by the manufacturer.
21.8	<p>Gas Flare Muffling. If flaring is used to dispose of Landfill gas, the flares shall be contained in noise and glare-reducing housing. The housing shall be subject to the approval of the Contra Costa Environmental Health and Conservation and Development Departments and the Bay Area Air Quality Management District.</p>	Completed. On-Going	Design of the gas flares was approved by the BAAQMD prior to operation, and are operated in accordance with BAAQMD Title V requirements.
22.1	<p>Visual Quality Objective. The Landfill developer shall construct and operate the facility in such a manner that the high visual value of the surrounding area is maintained.</p>	Objective	<p>This is solely an Objective. See Conditions 22.2 - 22.14.</p> <p>Compliance with conditions of approval in LUP Section 22. Visual Quality has maintained the high visual value of the surrounding area. Landfill site development occurs only in approved areas as defined in the Report of Disposal Site Information, the FDIP, and landfill phase design and construction documents approved by the RWQCB.</p>

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COA #	Condition Title & Description	Compliance Status	Comments
22.2	<p>Landscape Plan. The Landfill developer shall prepare and implement a site Landscaping Plan. The plan shall enhance the site's visual values as open space and its functional values as wildlife habitat. It shall minimize the visual impacts of the landfill operations and appurtenant facilities through revegetation and landscape screening. The plan shall show the plant species, size, and locations to be used to blend in with the existing natural vegetation. Natural, drought tolerant species shall be used, in accordance with State and local water conservation landscaping requirements. A landscape maintenance program shall be part of the plan. A Weed Monitoring and Control Program shall be included, containing a listing of noxious weeds, a monitoring program, and abatement measure options. A Landscape Plan shall be included in the Development and Improvements Plan. The Landscape Plan shall assure no visual impact on the Cities of Concord and Clayton consistent with the Environmental Impact Report.</p>	Completed. On-Going	<p>The Landscape (Screening) Plan that included all required elements of this condition is included in the FDIP, Sections 7.1 through 7.3 and Drawings LP-1, LP-2, and LP-3. The Landscape Plan was endorsed by the LAC. Installation of landscaping was phased. The Weed Monitoring and Control Program was included in the Range Management Plan in Condition 23.2 of this LUP. Also see Weed Control Program in Condition 23.5. See County Letter of acceptance dated 11/2/1992. Also see Community Development Department Memo, V. Conklin to C. Zahn, dated 10/15/1991, and as updated through 10/25/1991.</p>
22.3	<p>Toe Berm. The Landfill developer shall install the first phase of the toe berm prior to other landfill construction and development of the Landfill. Other sections of the toe berm shall be installed in stages (see condition 32.4). The toe berm shall be contoured to blend with existing topography. It shall be designed to screen the landfill access road. It shall be revegetated immediately with native grasses and other vegetation to blend in with the surrounding area.</p>	Completed	<p>Toe berm design is included in FDIP, Sections 3.1 and Drawings 14 & 23. See Community Development Department letter from C. Zahn to T. Cox (KCLC) which authorized construction of the toe berm. Also see Community Development Department letter from C. Zahn to T. Cox (KCLC) dated 12/30/1992 which authorized contouring of the toe berm. Also see Community Development Department memo from H. Bragdon to the Board of Supervisors dated 3/5/1992 which confirmed that the toe berm was constructed properly and keyed to the sub-surface.</p> <p>The toe berm slope stability analyses approval from the RWQCB and revegetation plan were substantiated by CDD on 10/23/1991. See Community Development Department Memo, V. Conklin to C. Zahn, dated 10/15/1991, and as updated through 10/25/1991.</p>
22.4	<p>Mitigation Berms. The Landfill developer shall install landscaped mitigation berms (lift-level peripheral berms) at the face of each lift in areas visible off the Landfill site, before beginning refuse disposal on the lift. The berms shall be landscaped to blend with existing terrain. Specific heights for the initial toe berm and each of its phases shall be established in the Final Development and Improvements Plan (Condition 15.1).</p>	Completed. On-Going	<p>The initial toe berm was constructed prior to other landfill construction. Design reports for all phases of site development take into consideration the potential for visual impacts, and are submitted to the County and the RWQCB for review and approval. Lift-level peripheral berms that may be visible from off-site are re-vegetated accordingly.</p>
22.5	<p>Lawlor Creek Corridor Plan. See Condition 23.3</p>	Cross-Reference	<p>This condition solely cross-references another LUP condition. See Condition 23.3.</p>
22.6	<p>Entrance Screening. The Landfill developer shall install landscaping at the entrance of the landfill to screen the entrance facilities from Bailey Road users. Olive trees shall not be included as part of the entrance landscape plan.</p>	Completed	<p>Design approved by the County subsequent to initial FDIP approval in 1991. All landscaping at the landfill entrance was installed. See Community Development Department Memo, V. Conklin to C. Zahn, dated 10/15/1991, and as updated through 10/25/1991. Also see Community Development Department letter from C. Zahn to T. Cox (KCLC) dated 11/2/1992 which authorized installation of entry streetscape landscaping.</p>

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COA #	Condition Title & Description	Compliance Status	Comments
22.7	<p>Jacqueline Drive Terminus. The north terminus of Jacqueline Drive shall be landscaped, with native species, to shield near views of the toe berm. Planting of the terminus area shall begin as soon as practicable. The outside access road berm shall be a minimum of 15 feet high to shield transfer truck traffic and noise from nearby residences.</p>	Completed	<p>Completed at the "south" terminus of Jacqueline Drive. Included in landscape design plans approved by the County in 1993 and 1994 after initial FDIP approval in 1991. The landfill operator submitted a revised landscape plan for the Jacqueline Drive terminus on 8/30/1993 to account for a lack of water service previously requested from the City of Pittsburg and subsequently revised the plan in coordination with the County. See Plan B Landscaping Plan dated 12/28/1993.</p> <p>See Community Development Department letter from C. Zahn to T. Cox (KCLC) dated May 6, 1994 which authorized installation of Plan B landscaping.</p>
22.8	<p>Auxiliary Facilities Screening. The landscaping plan shall provide for the screening of auxiliary areas, such as the administrative buildings, parking lots, maintenance facilities, and screening of facilities shall occur during the first year of development. Enhancement of Lawlor Creek shall occur during the first year, to aid in screening facilities from Bailey Road users.</p>	Completed	<p>Design approved by the County subsequent to initial FDIP approval in 1991. All required landscape screening of facilities has been installed and is regularly maintained. See Community Development Department letters from C. Zahn to T. Cox (KCLC) dated 7/30/1992 and 9/23/1992 which authorized installation of landscaping at the administration building, and scale house and maintenance building, respectively. Lawlor Creek corridor was improved in 1998 as part of the Lawlor Creek Restoration Plan.</p>
22.9	<p>Architectural Treatment. Plans for buildings and other structures shall include architectural sections showing design and materials to be used. Buildings shall be designed to blend into the rural agricultural setting.</p>	Completed	<p>Architectural plans for buildings and other structures were included in the FDIP, Section 7.2. See Community Development Department letter dated 2/21/1992 from C. Zahn to B. Olney (KCLC) which authorized construction of auxiliary facilities as follows:</p> <ul style="list-style-type: none"> -- Administration building: Building Permit CO-175997 -- Maintenance building: Building Permit IN-175909 -- Scale House: Building Permits MI-175450 & MI-175970
22.10	<p>Area of Operations. Except during construction of modules and other major installations, the Landfill operator shall limit unvegetated working areas of the landfill, including the daily working face, to 25 acres for appearance and to control dust and erosion. The restriction shall not apply to grading for foundations, cover, site roads, berms and other construction, providing these are carried out expeditiously.</p>	In Compliance. On-Going	<p>Limiting unvegetated working areas to the greatest extent possible is standard operating procedure.</p>
22.11	<p>Interim Revegetation. Interim revegetation shall be required on all areas that will be inactive for more than 90 days. Revegetation shall include native grasses, shrubs and trees to lend more variety and natural appearance to the finished landfill.</p>	In Compliance. On-Going	<p>Inactive areas typically generate ruderal vegetation during winter and spring as verified by site surveys. The working face is purposefully kept small (about 1 acre) at any given time to minimize the amount of area exposed.</p> <p>Interim revegetation of areas that will be inactive for more than 90 days is standard operating procedure. Also see Condition 20.9.</p>
22.12	<p>Water Tank Screening. The Landfill developer shall provide landscaping to screen the facility's water tanks. Where possible, the landscaping shall be installed prior to the installation of the tank. Consideration shall be given to subsurface or partially buried tanks, and to painting the structures with earthtone colors.</p>	Completed	<p>The water tank location was selected because it is not visible from off-site locations. Landscape screening of the water tank was not required due to natural topography and camouflage paint.</p>

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22.13	Final Cover. Final cover shall be contoured and landscaped to blend with existing topography.	Not Yet Required	Final cover has not yet been implemented and will be performed in accordance with this LUP condition, and the approved Preliminary Closure and Post-Closure Maintenance Plan.
22.14	Lighting. The Landfill developer shall design and locate the lighting system to reduce glare and reduce impact to area residents. Focused directional security and operational lighting shall be installed. Operation lighting on the working face shall be turned off by 7:30 p.m. Security and entrance lighting shall be dimmed at 7:30 p.m.	Completed	All on-site and security lighting has been installed and is directed generally downward to avoid glare. Operation of lighting systems is performed per this condition. Also see LUP Condition 9.1.
23.1	<p>Biotics Protection Objectives.</p> <p>a) The Landfill developer shall construct and operate the facility in such a manner that ensures, through protection and enhancement measures, that there is no net loss of significant habitat, wetland, woodland, or agricultural production.</p> <p>b) The Landfill developer shall provide at least twice the amount of mitigation wetland for significant wetland lost to the project (2-to-1 mitigation). A minimum of six acres of mitigation wetland shall be provided. Wetland loss shall be mitigated through the enhancement of stock ponds and sedimentation basins, or the creation of new wetlands.</p>	In Compliance. On-Going	<p>Four mitigation wetlands were created in 1992 in accordance with federal and state resource agencies. Total wetlands area of 8.57 acres, exceeded the 6.0-acre minimum for this Condition (USACOE permit minimum = 7.21 acres). A Biological Condition Compliance Review was conducted in 2003 which concluded that the 8.29 of mitigation wetlands in place at Keller did not warrant any wetland remediation (0.28 acres no longer met USACOE jurisdictional wetlands criteria). An additional 6.0 acres of Lawlor Corridor were enhanced through plantings of California native species and other riparian enhancements. These wetlands and enhanced areas continue to function as designed.</p> <p>See Community Development Department letter from C. Zahn to B. Olney (KCLC) dated 2/5/1992, which authorized construction of mitigation wetlands in the east Special Buffer Area in compliance with COA 23.1 and USACE Section 404 Nation-wide Permit No. 26. Streambed Alteration Agreement No. 1463-90 for wetlands construction was issued by the California Department of Fish and Game on 10/18/1991. The Final Wetland Mitigation and Monitoring Plan was substantiated by CDD on 10/23/1991.</p>
23.2	Range Management Plan. The Landfill operator shall design and develop a Range Management Plan in order to provide for continued grazing on portions of the site. The Special Buffer Area shall remain as Agricultural Preserve, and development rights shall be conveyed to the County. The buffer area and other site range-lands of the Primary Project Area not exempted for habitat protection and not in active landfill use shall be enhanced as grassland/oak woodland, and shall provide grazing for at least 270 head of cattle, approximately the same number of cattle which presently graze on the site. Stock watering ponds shall be enhanced through planting of trees and shrubs. Grazing shall be restricted for a 1 to 2 year period in order for grasses to get reestablished. It shall provide for adequate grazing range, and for native tree species such as oaks to be planted for animal protection and to replace trees removed during landfill construction, while controlling soil erosion. The plan shall be prepared in consultation with the Contra Costa County Resource Conservation District and the Agricultural Extension Service. It shall be coordinated with the Landscape Plan, the Habitat Preservation Plan, and the Erosion and Sediment Control Plan developed for the landfill facility. It shall be subject to the approval of the County Community Development Department and it shall be included in the Improvements and Development Plan.	In Compliance. On-Going	<p>Grazing was continued as an important element of the Range Management Plan.</p> <p>Included in FDIP, Section 5.1 Range Management Plan and Drawing RM-1, approved by the Community Development Department. The buffer area is maintained within the guidelines of this condition for grazing, habitat preservation and fire protection.</p> <p>The Special Buffer Area continues to be under Williamson Act contract (Contra Costa County, 2008) and is zoned A-4, Agricultural Preserve.</p>

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23.3	<p>Lawlor Creek Corridor Restoration Plan. Enhancement of this riparian area shall replace habitat lost by the rerouting and covering of a portion of the unnamed drainageway within the waste placement area. This plan shall provide replacement for habitat lost to landfill construction. The Corridor Plan shall also provide screening of the landfill entrance and service facilities from Bailey Road. Livestock fencing shall be constructed around the perimeter of approximate-ly 35 acres to exclude cattle from the riparian and oak woodland areas. Litter shall be removed from the creek and corridor, and fencing shall be established along Bailey Road to prevent unlaw-ful disposal of trash. Riparian species of trees such as Willows, Fremont cottonwood, sycamore and other oak species, California Bay Laurel and shrubs shall be planted. The access road crossing of Lawlor Creek shall be designed and constructed in a manner that would be compatible with the aesthetics of the corridor and habitat enhancement. Installation of horizontal drainage pipes into hillsides may be provided to tap groundwater sources to improve creek flow conditions. A monitoring and main-tenance program shall be established to insure wildlife habitat values are protected. Rock dams, overhangs, splash pools and erosion control structures shall be included in the corridor plan design. The detailed restoration plan shall be developed for Lawlor Creek in coordination with the County, the California Department of Fish and Game, U.S. Fish and Wildlife Service, local Audubon and California Native Plant Society representatives and other environmental organizations. A streambed alteration agreement shall be obtained if determined to be necessary by the CDF&G. A wetland modification permit shall be obtained from the Army Corps of Engineers if necessary. Implementation of the Restoration Plan shall take place during the initial development phase of the Landfill.</p>	Completed	<p>Streambed Alteration Agreement No. 1461-90 for Lawlor Creek was issued by the California Department of Fish and Game on 10/18/1991. A Restoration and Enhancement Plan was prepared in accordance with requirements of the County, U.S. Army Corps of Engineers, and California Department of Fish and Game, and implemented in 1997 and 1998.</p> <p>General plans are included in FDIP, Section 5.2, Drawing LC-1 and Appendix C, approved by the Community Development Department.</p> <p>Final Section 404 Monitoring Report Submitted August 26, 1998. Also See LUP conditions 22.8 and 23.1.</p>
23.4	<p>Sandstone Outcrop Area. Livestock fencing shall be constructed around the perimeter of the 72-acre sandstone area at the front of the Landfill to exclude cattle and preserve upland habitat area. Landfill personnel and construction operators shall be alerted regarding the protected area. Native trees such as Oak and California Buckeye shall be planted along the perimeter of this area. The adjoining equalization basin and toe berm shall be constructed to avoid damage to the protected area.</p>	Completed	<p>Sandstone outcroppings in this area have been protected by exclusionary livestock fencing. Siting and construction of landfill facilities in adjoining areas were implemented without damage to the sandstone outcrop area.</p>
23.5	<p>Weed Control Program. The landfill operator shall submit a weed control program to control introduced weedy species on the Landfill property as part of the Range Management Plan. The program is subject to approval by the County Conservation and Development Department. The weed control program shall include a list of noxious weeds, periodic monitoring of these species, and a weed control and removal program.</p>	In Compliance. On-Going	<p>Weed control is performed in accordance with this condition, the Range Management Plan, and County Weed Abatement.</p>
23.6	<p>Phased Construction. The Landfill operator shall construct and operate the Landfill in phases in order to reduce the acute impact to vegetation and wildlife habitat. Mature trees should be removed only as needed, not more than one year in advance of module development. Black walnut and other heritage tree cuttings shall be taken with the direction of a research organization such as the University of California's botanical garden.</p>	In Compliance. On-Going	<p>Phased construction has been implemented since the landfill opening in 1992. No Black Walnut or heritage trees or high quality wildlife habitat exist within the approved area of disturbance for landfill facilities or operations.</p>

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23.7	Vegetation Protection. The Landfill developer shall employ dust suppression measures to prevent damage from dust loading on vegetation. Periodic watering of vegetation adjacent to the fill working area shall be developed as part of the Range Management Plan.	In Compliance. On-Going	Dust suppression measures are implemented in accordance with this LUP condition, Condition 17k(d) of the SWFP, and requirements of Condition #17309 in the Major Facility Review permit issued by BAAQMD. Also see Condition 20.5.
23.8	Wildlife Exclusion and Vector Control. The Landfill operator shall construct fences around the working area of the site, limit the size of the working face, and cover refuse at least daily in order to exclude wildlife and control vectors at the working area of the site.	In Compliance. On-Going	Wildlife exclusion and vector control are implemented per the requirements of this condition and the SWFP regulating landfill operation. Fences in the working area for wildlife exclusion have not proven necessary as determined by the LEA. The working face size is limited to less than 3 acres by Condition 17.17 of this LUP, and 1 acre by Condition 17h in the SWFP.
23.9	<p>Supplemental Wildlife Surveys. The Landfill developer shall conduct additional surveys to establish the presence or indicate the absence of the following species at the landfill site.</p> <p>a) San Joaquin Pocket Mouse. The survey shall be conducted according to USFWS recommendations. If found, the developer shall follow USFWS guidelines regarding appropriate mitigation procedures.</p> <p>b) The California Tiger Salamander and the Alameda Whipsnake. The salamander study shall take place during the rainy season. If salamanders are found to exist in the unnamed creek, they shall be trapped and released to the Lawlor Creek area. If the Alameda Whipsnake is encountered, then facilities such as the equalization basin, and the access road shall be relocated further from the outcrop area. The outcrop reserve shall be expanded to include the easternmost outcrops. Consideration shall be taken in siting facilities and any activities north of access road. Lighting shall be shielded and shall illuminate only paved areas in this vicinity.</p>	Completed. Updated As Needed	<p>Supplemental wildlife surveys were conducted in 2003. No special status wildlife species were observed in the primary project area of the landfill during site visits. Based on existing habitat conditions, there is a moderate to high potential of occurrence for three special status wildlife species to occur on or adjacent to the primary project area: 1) San Joaquin pocket mouse, 2) California horned lark, and 3) loggerhead shrike. Two additional species, the California tiger salamander and the California red-legged frog, occur in adjacent areas and could disperse through the project area. Habitat assessments for these species were conducted in accordance with state and federal guidelines. The habitat assessments concluded that surveys were not warranted based on the probability the species may occur in the primary project area of the landfill, as follows: California red-legged frog = low probability, California tiger salamander = low probability,</p> <p>Earlier supplemental survey data submitted to the U.S. Fish and Wildlife Service were substantiated by CDD on 10/15/1991. See Community Development Department Memo, V. Conklin to C. Zahn, dated 10/15/1991, and as updated through 10/25/1991.</p>
24.1	Bird and Vector Control Objective. The Landfill operator shall manage the facility in such a manner that prevents and controls the attraction and/or generation of birds and vectors at the site.	Objective	<p>This is solely an Objective. See Conditions 24.2 - 24.7.</p> <p>Compliance with these conditions of approval in LUP Section 24. Bird and Vector Control prevents and controls attraction and/or generation of birds and vectors at the landfill operations area.</p>
24.2	Soil Cover Frequency. See Condition 20.3.	Cross-Reference	This condition solely cross-references another LUP condition. See Condition 20.3.
24.3	Working Face. See Condition 17.17	Cross-Reference	This condition solely cross-references another LUP condition. See Condition 17.17.

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24.4	<p>Bird Control. If birds become a problem at the Landfill in the judgement of Contra Costa Environmental Health, the Landfill operator shall institute a contingency bird control program. Such a program may consist of monofilament or wire lines suspended in the air at appropriate intervals over and around the active disposal area. The Landfill operator shall retain a biologist during the initial period of operation to (1) assess the effectiveness of the monofilament line for bird control and (2) assess the effect of the line on avian predator species. If necessary, additional corrective measures shall be taken at that time. Such measures may include a reduction in the size of the working face of the landfill, the use of nets over the working face, or the use of a habitat manipulation and modification program.</p>	In Compliance. On-Going	Implementation of LUP COA 24.4 and 24.5 is routinely coordinated with the SWFP Section 17k(f). The Bird Control Plan for Keller Canyon Landfill was updated on January 14, 2014. The plan includes elements on bird species identification, bird control methods, and specific bird control measures. The control program involves dispersal in conjunction with whistlers, crackershells, and distress calls played over a loudspeaker attached to a vehicle. Monthly on-site inspections by the LEA have not indicated problems with control of birds and vectors.
24.5	<p>Rodent Control. If waste compaction does not eliminate live rodents from the Landfill footprint, or if rodents (other than small numbers of field mice, etc.) occupy facility landscaping or agricultural areas, the operator shall work with the local enforcement agency to identify the reasons for the presence of rodents and make appropriate changes in operational procedures. If an eradication program is necessary, the use of alternative rodent control programs such as sustained live trapping using nonpoisonous baits, and natural biological control shall be considered. Anti-coagulants shall be administered by a pest management professional in a manner which minimizes exposure to avian predators. Class 1 pesticides shall not be used.</p>	In Compliance. On-Going	See 24.4 above.
24.6	<p>Mosquito Control. The Landfill operator shall grade areas within the Landfill property to prevent ponding of water which could harbor mosquitos (except for sedimentation ponds and riparian habitat areas). Sedimentation ponds shall be stocked with mosquito fish unless otherwise specified by the Mosquito & Vector Control District. If a mosquito problem persists, Contra Costa Environmental Health may require the preparation and implementation of additional mosquito control measures, such as spraying of non-toxic larval suppressant.</p>	In Compliance. On-Going	See 24.4 above. The landfill operator works closely with the County Mosquito Abatement District to ensure approved controls and methods are used to control mosquitos. If required, stocking of sedimentation ponds with mosquito fish would be implemented as directed by the County Mosquito Abatement District. Typically there is insufficient standing water in the sedimentation basin to support mosquito fish.
24.7	<p>Fly Control. The Landfill operator shall limit the size of the working face and shall cover refuse daily in order to prevent fly proliferation. If an eradication program is necessary, the use of a pest-control specialist shall be considered and a plan implemented pursuant to approval by Contra Costa Environmental Health.</p>	In Compliance. On-Going	Fly control is achieved by limiting the size of the working face per LUP Condition 17.17 and Condition 17h of the SWFP. Cover practices and materials are in accordance with requirements of both permits. Also see Condition 24.4.
25.1	<p>Litter Control Objective. The Landfill operator shall manage the facility in a manner which confines litter to the working face of the Landfill, which prevents litter from accumulating another parts of the site, and which prevents litter from being blown off the site.</p>	Objective	<p>This is solely an Objective. See Conditions 25.2 - 25.11.</p> <p>In 2015 substantial improvements were made to the facility's on-site litter control system. See conditions 25.5 and 25.6 below. No uncontrolled litter incidents occurred in 2015.</p> <p>The site is in compliance. Litter control is conducted during all hours of operation as specified in Section 25 of this LUP and condition 17k(e) of the SWFP.</p>

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COA #	Condition Title & Description	Compliance Status	Comments
25.2	<p>Load Covering. The Landfill operator shall implement a program requiring landfill users (customers) to securely containerize their load to avoid littering and exclude uncovered loads from arriving at the Landfill consistent with the requirements of Section 418-2.008 of the County Code. The program shall be subject to the approval of the County Department of Conservation and Development and Contra Costa Environmental Health. See also Condition 7.2.</p>	In Compliance. On-Going	See Conditions 7.1 and 7.2 for load covering requirements.
25.3	<p>Load Cover Enforcement. If routine enforcement of load cover requirements is not effective, the Landfill operator shall offer to contract with the Sheriff's Department to enforce regulations requiring the covering of trucks and trailers.</p>	Not Yet Required	<p>Republic Services removed the "How's My Driving?" stickers from their trucks and replaced them with "Together for Safer Roads" stickers. Incidents of litter bounce out from Republic trucks can still be recorded using the truck number which identifies every truck, and using the local phone number printed on all trucks. Republic Services is a member of Together for Safer Roads, an organization made up of private sector companies dedicated to improving traffic safety on the nation's roads. Republic is implementing a program of Best Practices for its fleet of vehicles related to road safety management, safer roads and mobility, safer vehicles, and safer road users. Republic trucks and trailers are numbered. Complainants must call Keller directly to report concerns.</p> <p>Every incoming load is inspected to ensure all waste-hauling vehicles are covered. Waste loads are screened for excessive littering and inadequate covering. All transfer trucks are required to have tarps covering their loads. In addition, all transfer trucks owned by the landfill operator have large easily visible truck numbers that allows citizens to contact the operator if litter is observed falling from transfer trucks. The Landfill owner/operator has had no cause to request load cover enforcement from the County Sheriff's Department.</p>
25.4	<p>Contingency Litter Control. Under windy conditions, the Landfill operator shall cover the refuse with County approved cover materials as often as necessary to control blowing litter. Other options shall be considered as necessary, including the alignment of unloading areas away from the prevailing wind direction, increasing the number of compactors, decreasing the active face size, and reducing the number of vehicles tipping at one time. The Contingency Litter Control measures shall be contained in the Litter Control and Prevention Program that is subject to review and approval of the Department of Conservation and Development and Contra Costa Environmental Health. Contra Costa Environmental Health shall have the authority to enforce this requirement. See Section 20.8.</p>	In Compliance. On-Going	<p>UPDATE: No litter issues have occurred since the last permit review. Litter is contained on-site and crews continue to clean the site daily. Contingency litter control has not been necessary since the last Permit Review.</p> <p>Portable litter fences are provided as necessary around the unloading and receiving areas to prevent litter from migrating off-site. A permanent litter fence has been constructed at the east edge of the landfill operations area. In the event that litter is generated by extremely high winds, the Landfill owner/operator deploys emergency crews to collect on and off-site litter blown beyond the normal containment areas.</p> <p>Litter incidents are recorded by DCD and also in the Log of Special Occurrences maintained by KCL. Also see Condition 20.2. The Department of Conservation and Development is not aware of any complaints related to litter that have not been addressed in a timely manner by the landfill operator.</p>
25.5	<p>Portable Litter Fences. The Landfill operator shall install portable fencing near the working face of the Landfill to intercept windblown debris.</p>	In Compliance. On-Going	<p>UPDATE: In 2016 and 2017, movable "bull fences" are used in proximity to the Phase 3B1 working face as needed.</p> <p>Portable litter fences were initially approved as submitted in the Solid Waste Facility Permit, subject to continued inspection by the County HSD (see memo from C. Nicholson, HSD to C. Zahn, CDD dated 3/10/1992).</p> <p>Portable litter fences are provided as necessary around the unloading and receiving areas to prevent litter from migrating off-site per this LUP condition and condition 17k(e) of the SWFP.</p>

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COA #	Condition Title & Description	Compliance Status	Comments
25.6	<p>Permanent Litter Fence. The Landfill operator shall install a permanent fence of wire around the current fill area of the Landfill. The location shall be subject to the approval of Contra Costa Environmental Health.</p>	Completed. On-Going	<p>In 2015, the existing 20-foot-tall permanent litter fence at the top of the main haul road was extended approximately 1,500 feet to the west; approximately 1,100 feet of new 20-foot-tall permanent litter fence was also installed upslope and south of the main haul road adjacent to Phase 3B1. KCL regularly removes litter from these permanent litter fences. It also maintains a litter pick up labor force that can be deployed immediately in the event of an on or off-site litter incident.</p> <p>The permanent litter fence was initially approved as submitted in the SWFP, subject to continued inspection by the County HSD (see memo from C. Nicholson, HSD to C. Zahn, CDD dated 3/10/1992).</p> <p>The permanent litter fence was installed prior to commencement of landfill operations in 1992.</p>
25.7	<p>On-Site Litter Policing. The Landfill operator shall remove litter from the litter fences and planting screens at least once each day. On-site roads, including 500 feet of Bailey Road south of the site entrance, shall be policed at least daily. Contra Costa Environmental Health may require more frequent policing to control the accumulation of litter.</p>	In Compliance. On-Going	<p>Keller Canyon Landfill has an extensive litter control program in place. The landfill operator enforces the covered load program at the scale house by reminding any untarped customers (which are rare) of the requirement. Daily on-site litter removal is performed in accordance with this LUP condition, the Litter Management Plan, and the SWFP Condition 17k(e). Monthly inspections by the LEA have indicated an acceptable level of litter control. Extensive onsite controls are in place to ensure litter is controlled within the site boundaries.</p>
25.8	<p>Off-Site Litter Policing. The Landfill operator shall provide weekly (or more frequent) litter clean-up along Bailey Road from Highway 4 to at least 500 feet south of the site entrance. Based on experience, the County Department of Conservation and Development or Contra Costa Environmental Health may modify frequency of clean-up and/or area of coverage. If wind-blown litter from the landfill reaches other properties, the Director of Environmental Health or the Director of Conservation and Development may require the Landfill operator to remove the litter and the Director(s) may require the operator to institute additional measures to prevent recurrence of the problem.</p>	In Compliance. On-Going	<p>UPDATE: The voluntary off-site litter pick up program described below has continued in 2017.</p> <p>In response to County and City of Pittsburg concerns about off-site litter, KCL continued with a voluntary weekly litter pick up program for the vacant parcels on the east side of Bailey Road, between West Leland Road and the Highway 4 ramps as described below. A log is maintained at the landfill office detailing dates of pick up for the year 2015 to-date. A log of off-site litter policing is also maintained for the residential areas north of the landfill in residential areas in the vicinity of San Remo Way, Jacqueline Drive, and Santa Maria Way. Where applicable, before and after photos are taken of litter incidents and subsequent clean up. KCL maintains a litter pick up labor force that can be deployed immediately in the event of an on or off-site litter incident.</p> <p>Off-site litter removal is performed from West Leland Road to at least 500 feet south of the landfill entrance in accordance with this LUP condition and the facility Litter Control and Prevention Plan. . In addition, Keller Canyon Landfill's litter control program includes voluntary pick up of litter in areas between Highway 4 and W. Leland Road. Landfill personnel regularly pick up litter in the vacant lot by the bus stop across from the shopping center on Bailey Road. In addition, the landfill operator participates in the Adopt-a-Highway program for the area from the San Marco exit to Bailey Road, including the off-ramp at Bailey Road. This program was previously suspended at the direction of CalTrans during Hwy 4 construction, but was recently re-instated at the request of Keller Canyon Landfill. The landfill operator also enforces the covered load program at the scale house by reminding customers with untarped loads (which are rare) of the requirement.</p>

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COA #	Condition Title & Description	Compliance Status	Comments
25.9	<p>Littering Signs. The Landfill operator shall post signs, as determined necessary by the County Public Works Department, along access roads to the Landfill noting littering and illegal dumping laws. The Landfill operator shall post signs at the Landfill entrance noting the hours when the Landfill is open. The operator should periodically publish these laws and operating hours in mailings to Landfill clientele.</p>	Not Yet Required	<p>A sign specifying landfill operating hours is posted at the site entrance. Off-site signage was deemed unnecessary by the County Public Works Department (PWD) . (See memo from J. Causey, PWD to C. Zahn, CDD dated 2/26/1992.) The County staffs and maintains a countywide illegal dumping hotline and the phone number is: 1-800-NO-DUMPING or (1-800-663-8674)</p> <p>With nearly 25 years of continuous operation in which public self-haul is prohibited, landfill clientele are familiar with facility operating hours as opposed to potential conflicts that may occur from self-haul customers who arrive at the facility after hours. There have been no instances of illegal dumping for example, resulting from a customer who arrived at the facility after hours.</p>
25.10	<p>Clean-Up Bond. The Landfill developer shall deposit a surety bond for \$10,000 payable to the County to use for clean-up in the event of emergency or disputed littering or spills.</p>	In Compliance. On-Going	<p>The initial Performance Bond (# 571-10-31) in the amount of \$10,000 went into effect on 5/7/1992. It was issued by Safeco Insurance as a surety for Contra Costa County in the event it was needed to clean-up litter or spills not remedied by the Operator. The initial Bond listed BFI which was the parent company that owned the landfill at the time. Since that time the parent company has changed more than once and the Bond had also been renewed. The landfill operator secured a new bond in the name of Republic Services, the current parent company which is on file with County DCD.</p>
25.11	<p>Public access. Public access to the landfill shall be prohibited unless such access is provided for special events, such as tours, open house functions or wetland field trips for local schools.</p>	In Compliance. On-Going	<p>Signage prohibiting public access to the landfill is posted at the landfill entrance and enforced on-site.</p>
26.1	<p>Safety Objective. The Landfill operator shall manage the facility in a manner which does not impair the safety of persons living in its vicinity, Landfill users, or Landfill employees.</p>	Objective	<p>This is solely an Objective. See Conditions 26.2 - 26.11.</p> <p>UPDATE: From July 31, 2016 through August 2017, there was no lost time due to injuries or accidents. KCL maintains a very active safety program and conducts monthly safety meetings.</p> <p>Implementation of conditions of approval in this LUP Section 26. Public Safety has maintained a high degree of safety for landfill users, employees, and the surrounding area.</p>
26.2	<p>Emergency Plan. The Landfill operator shall prepare an emergency plan specified by the Solid Waste Facilities Permit and approved by Contra Costa Environmental Health. The emergency plan shall include the following:</p> <ul style="list-style-type: none"> (a) A fire and explosion component. (b) A seismic component. (c) A hazardous waste spills and contamination containment component. (d) An evacuation component. 	Completed. On-Going	<p>The Emergency Plan was originally approved by County HSD as submitted in the RDSI in 1992 (See memo from C. Nicholson, HSD to C. Zahn, CDD dated 3/10/1992).The current Emergency Plan is contained in the updated RDSI which was approved in conjunction with the Solid Waste Facility Permit by HSD and CalRecycle.</p>

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COA #	Condition Title & Description	Compliance Status	Comments
26.3	<p>Employee Safety Equipment. The Landfill operator shall provide or require employees to provide safety equipment, such as safety glasses, hard hats, safety shoes, gloves, coveralls, and noise reducers as required by state and federal safety agencies and Contra Costa Environmental Health.</p>	In Compliance. On-Going	<p>Safety equipment is provided to landfill personnel as necessary in compliance with 27 CCR, 21600(b)(5)(F). Equipment includes: boots, hard hats, reflective vests, ear and eye protection, filtration masks and self-contained breathing apparatuses. All personal protective equipment (PPE) used by KCL employees in the course of their work must be used and maintained in a sanitary and reliable condition, whenever it is required, based on hazard assessments of district job/tasks. A hazard assessment using the PPE matrix included in the Personal Protective Equipment Program included in Appendix E must be performed for each distinct job/task to determine if hazards are present which require use of PPE. In Fire extinguishers are located in onsite buildings, operating equipment and maintenance and support vehicles.</p>
26.4	<p>Employee Training. The Landfill operator shall develop and implement training and subsequent refresher training programs covering accident prevention, safety, emergencies and contingencies ("bad-day" scenarios), gas detection, identification of hazardous materials and ground fissures, first aid, and instruction in the use of equipment. The programs shall be subject to the approval of Contra Costa Environmental Health.</p>	In Compliance. On-Going	<p>Training records are kept for each employee and maintained in personnel files. Additionally, all KCL employees participate in a company-wide, monthly safety incentive program. This program provides financial rewards to employee groups for demonstrated safe work habits.</p> <p>The training program was originally approved by County HSD as submitted in the RDSI in 1992 (see memo from C. Nicholson, HSD to C. Zahn, CDD dated 3/10/1992). All employee safety training is performed in accordance with this LUP condition and State requirements. Training for operations personnel is provided in health and safety, hazardous waste identification, handling and storage procedures, environmental control systems management and proper waste handling and disposal procedures. Training provides site personnel with a thorough understanding of operator responsibilities to ensure that landfill operations are conducted under safe working conditions to minimize potential public health and safety problems, and to maintain a high degree of compliance with all applicable solid waste handling and disposal regulations.</p>
26.5	<p>First Aid Equipment. The Landfill operator shall provide and maintain supplies located in easily accessible areas. The first aid supplies shall be consistent with the Occupational Safety and Health Administration requirements and subject to the approval of Contra Costa Environmental Health.</p>	In Compliance. On-Going	<p>All employee first aid equipment is provided in accordance with this LUP condition, and State and federal requirements, and subject to monthly inspections by the LEA.</p>
26.6	<p>Emergency Communications. The Landfill operator shall provide radio phones or telephones for employee use to call for medical and other emergency assistance. Phone numbers to use for outside emergency assistance shall be clearly posted on the Landfill and in other work areas. The communications system shall be subject to the approval of Contra Costa Environmental Health.</p>	In Compliance. On-Going	<p>The emergency communications system was originally approved by County HSD as submitted in the 1992 RDSI (see memo from C. Nicholson, HSD to C. Zahn, CDD dated 3/10/1992). All emergency communications equipment and phone numbers are in accordance with this LUP condition and State requirements, and subject to monthly inspections by the LEA.. In accordance with 27 CCR, Section 20615, the LEA, local health agency have been notified in writing of the names, address, and telephone number of the operator. A list of names of the site personnel for KCL to contact in the event of an emergency, along with the emergency procedures, are posted in the site office and operations trailer.</p>

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COA #	Condition Title & Description	Compliance Status	Comments
26.7	Emergency Eye Baths and Showers. The Landfill operator shall provide facilities for emergency eye baths and emergency showers. The facilities shall be subject to the approval of Contra Costa Environmental Health.	In Compliance. On-Going	All emergency eye baths and showers are in accordance with this LUP condition and State requirements, and subject to monthly inspections by the LEA.
26.8	Equipment Maintenance. The Landfill operator shall prepare and implement an equipment maintenance program which shall be approved by Contra Costa Environmental Health prior to the commencement of operations. The program shall address transfer vehicles and other refuse-conveying vehicles stored on the site as well as the station's refuse-moving vehicles and mechanical equipment. Vehicles and equipment shall be regularly cleaned to reduce the risk of fires.	In Compliance. On-Going	The equipment maintenance program was originally approved by County HSD as submitted in the 1992 RDSI (see memo from C. Nicholson, HSD to C. Zahn, CDD dated 3/10/1992). Equipment maintenance is performed according to manufacturer specifications and at required intervals. Maintenance records are maintained by the operator and available for review by County agencies. See Health Services Department Memo from C. Nicholson to C. Zahn (CDD) dated 3/10/1992.
26.9	Gas Migration Monitoring. The Landfill operator shall prepare and implement a gas migration monitoring program to detect underground gas migration. Landfill buildings and paved areas within 1,000 feet of the Landfill disposal area shall be monitored unless otherwise specified in state regulations. The monitoring program shall be approved by Contra Costa Environmental Health.	Completed. On-Going	The gas migration monitoring program was originally approved by County HSD as submitted in the 1992 RDSI, subject to continued inspection (see memo from C. Nicholson, HSD to C. Zahn, CDD dated 3/10/1992). Landfill Gas Migration Monitoring is performed per this condition and requirements of permits with the BAAQMD
26.10	Refuse Cover. See Condition 20.3.	Cross-Reference	This condition solely cross-references another LUP condition. See Condition 20.3.
26.11	Load Inspection. See Condition 7.1.	Cross-Reference	This condition solely cross-references another LUP condition. See Condition 7.1.
27.1	Security Objective. The Landfill operator shall manage the facility in a manner which prevents unauthorized persons from having access to the working areas of the Landfill both during and after operating hours.	Objective	This is solely an Objective. See Conditions 27.2 - 27.4. UPDATE: There were no significant security breaches of the site or facilities in 2015, 2016, or 2017 to-date. Site security at the site includes: a locked entrance gate, fencing along the entire property boundary and the manned fee booth/scale area. Access to the site is monitored by the Fee Station Attendants at the scale house when the facility is open for business. A fence around the entire facility controls unauthorized access to the site. The LFGTE facility and flare station are fenced off and locked during non-business hours while the sedimentation basin is also fenced off along the edge of the perimeter or access road. At all other times, the entrance gate is securely locked. Security lighting is provided at the entrance gate, the administrative building, the scale house area, the maintenance facilities, and the utilities areas. KCL can provide additional site security measures, as deemed necessary.

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COA #	Condition Title & Description	Compliance Status	Comments
27.2	<p>Security Fencing. The Landfill developer shall install a security fence around the perimeter of the site with lockable gated entrances and exits. The fence shall be located to minimize its visual impacts. It shall be included in the Development and Improvements Plan.</p>	Completed	<p>The Security Fencing plan is included in FDIP Section 10.10. Approved by the Riverview Fire Protection District on 10/22/1991. County HSD deferred to the Fire District's approval (see memo from C. Nicholson, HSD to C. Zahn, CDD, dated 10/24/1991. See memo from V. Conklin, CDD to C. Zahn, CDD dated 10/15/1991, and as updated through 10/25/1991.</p> <p>Security fencing was installed prior to the landfill opening. The initial portion of fencing was authorized in a Community Development Department letter from C. Zahn to B. Olney (KCLC) dated 2/6/1992; installation of the remainder of perimeter fencing was authorized by CDD in a letter from C. Zahn to B. Olney, KCLC dated 7/24/1992. Fencing is maintained or repaired as the need arises.</p>
27.3	<p>Security Staffing. The Landfill operator shall staff the Landfill 24 hours per day. Private security services may be retained when the site is not open to patrol and/or aid with investigating after hours odor complaints (see Condition 20.2) as needed.</p>	In Compliance. On-Going	<p>Private security services patrol the site when the landfill is not open, from landfill closure until 6:00 A.M. and all day on Sunday. The level of security is managed to ensure landfill assets are protected. On-site patrols include all landfill buildings, facilities such as the scalehouse, flare system, water tank, and leachate tanks, and major equipment. Security breaches have been very rare at the site. No buildings or facilities have experienced forced entry or burglaries. The last incident involved vandalized windows on a piece of earthmoving equipment in 2008.</p>
27.4	<p>Security Lighting. The Landfill developer shall install and operate adequate lights at the entrance area to the Landfill. The lighting shall be provided in a manner which minimizes glare to nearby residents and road users. The security lighting shall be covered in the Development and Improvements Plan.</p>	In Compliance. On-Going	<p>The Security lighting plan is included in the FDIP, Section 10.11. Lighting was installed and is maintained per the requirements of this condition and the FDIP. Security lighting is operated in compliance with LUP Condition 9.1.</p>
28.1	<p>Cultural Resource Preservation Objective. The Landfill developer shall construct the facility in such a manner that preserves important archaeological or historic sites.</p>	Objective	<p>This is solely an Objective. See Conditions 28.2 - 28.3.</p> <p>Implementation of conditions in LUP Section 28. Cultural Resources has preserved known cultural resources.</p>
28.2	<p>Employee Access. Employee access to the buffer area, the Lawlor Creek area, or the sandstone outcrop area shall be limited to duties associated with landfill maintenance. Artifact collection or vandalism in these areas shall be strictly prohibited.</p>	In Compliance. On-Going	<p>There are no regular landfill disposal operations in the Special Buffer Area or Lawlor Creek corridor. Public access is prohibited. Employee access to these areas is limited.</p>
28.3	<p>Archaeology. The Landfill operator shall cease work in the immediate area if buried human remains or archaeological features (e.g., petroglyphs) are uncovered during construction or operation. Work in the immediate area shall cease until a qualified archaeologist is consulted and approves resumption of work. Should human remains which may be of Native American origin be encountered during the project, the County Coroner's Office shall be contracted pursuant to the procedures set forth in the Health and Safety Code. The County Conservation and Development Department shall also be notified.</p>	In Compliance. On-Going	<p>To-date, no buried human remains or archaeological resources have been discovered during site development or landfill operations.</p>

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COA #	Condition Title & Description	Compliance Status	Comments
29.1	<p>Traffic Objective. The Landfill operator shall manage the facility in such a manner that provides safe, efficient transport of solid waste, while minimizing impacts to County residents.</p>	Objective	<p>This is solely an Objective. See Conditions 29.2 - 29.10.</p> <p>Implementation of conditions of approval in LUP Section 29. Transportation and Circulation is meeting the objectives of safety, efficient transport, and minimizing traffic impacts to area residents. The Traffic and Circulation Plan is included in the FDIP, Sections 11.1 through 11.7.</p>
29.2	<p>Access Route. Access to the landfill facility shall be via State Highway 4, and Bailey Road unless alternate routes are approved by the County Department of Conservation and Development on an interim basis. No waste-hauling traffic shall be allowed entrance to the landfill from Bailey Road south of the site. The Landfill operator shall specify use of the prescribed route in all user contracts and shall notify non-contract users of the requirement. At the request of the Board of Supervisors, the Landfill Operator shall reimburse the County for the cost of enforcement of this Condition on the access route. The Board of Supervisors may also request the Landfill operator to reimburse the City of Concord for an access control police inspection stop on Bailey Road should it become necessary to enforce this access route condition.</p>	In Compliance. On-Going	<p>The vehicle access route to/from the landfill is strictly enforced by the Landfill operator. The prescribed route is specified in all user contracts. Non-contract users are informed of the prescribed access route. No additional enforcement from City of Pittsburg or City of Concord law enforcement has been required.</p>
29.3	<p>Landfill Access Road. The Landfill developer shall install a paved, two-lane access road between Bailey Road and the edge of the current working lift of the landfill. A facility parking lot, a bridge across Lawlor Creek, a 12-foot turnaround lane, and parking/turn-off lanes shall be provided. the traffic lanes shall be built to a suitable Traffic Index (between 10.0 and 10.5). The roadway shall be constructed of all-weather driving surfaces of not less than 20 feet of unobstructed width, and not less than 13'-6" of vertical clearance, to all landfill areas within the site. The road shall not exceed 20% grade, shall have a minimum centerline turning radius of 30 feet, and must be capable of supporting the imposed loads of fire apparatus (20 tons). The access road shall be operational when the landfill opens. All costs shall be borne by the Landfill developer. The design and specifications of the roadway shall be approved by the County Public Works and Conservation and Development Department in consultation with the applicable Fire Protection District.</p>	Completed	<p>Landfill Access Road design information is included in the FDIP, Section 11.1, Drawings 8-13. Approval for completion of on-site roads was issued by CDD in a letter from H. Bragdon to B. Olney, KCLC dated 12/13/1991. A memo from C. Nicholson, HSD to C. Zahn, CDD dated 12/12/1991 concurred that all paved roads met design specifications and requirements Title 14 CCR. Authorization to construct Bailey Road improvements; and landfill entrance and intersection design was issued by CDD in a letter from C. Zahn to B. Olney, KCLC dated 12/20/1991. Final Construction Quality Assurance (CQA) for Phase 1A completed July 29, 1992. The landfill access road was designed and constructed in accordance with standards of the County Department of Public Works.</p>
29.4	<p>Landfill Entrance. The Landfill developer shall construct the Bailey Road entrance to the site in a manner that provides safe access into the landfill. This improvement shall include the following for proper sight distance and intersection design: a separate left turn lane at least 150 feet in length and an acceleration lane, at least 1200 feet in length, leading north on Bailey Road, away from the site. The landfill developer shall also become responsible for a traffic signal at a later date, if warranted. The County Public Works Department shall approve the design of the entrance and estimate its cost. All costs shall be borne by the Landfill developer.</p>	Completed	<p>Landfill Entrance design is included in FDIP, Section 11.2. The landfill entrance was designed and constructed in accordance with standards of the County Department of Public Works.</p>

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COA #	Condition Title & Description	Compliance Status	Comments
29.5	<p>Bailey Road, Pittsburg city limits to the Landfill Entrance. The Landfill developer shall reconstruct the sections of Bailey Road between the city limits and the landfill entrance. The reconstructed roadway shall provide the sight distance, and roadway geometrics (including shoulder widening) specified by the County Public Works Department for truck use. This shall include two twelve-foot lanes with eight-foot shoulders. These improvements shall be in place prior to commencement of landfill operations. The Landfill developer shall upgrade the pavement capacity to reflect a 20-year life (an estimated Traffic Index of 10.0 - 10.5) along Bailey Road between the Pittsburg city limits and the landfill entrance. The County Public Works Department shall approve the design of the roadway and pavement reconstruction and estimate its cost. All costs shall be borne by the Landfill developer.</p>	Completed	<p>Design plans for reconstruction of Bailey Road is included in FDIP, Section 11.3, Drawings 4 through 7. The section of Bailey Road as defined in this condition was designed and constructed in accordance with standards of the County Public Works Department.</p> <p>On 10/20/1992 the Board of Supervisors authorized a Joint Exercise of Powers Agreement (JEPA) between the County and the City of Pittsburg for the purpose of constructing certain road improvements to Bailey Road within the City's jurisdictional boundaries from just south of West Leland Road to just north of Maylard Street. The JEPA became effective on 3/18/1993. The County Public Works Department had oversight over the project designs, construction, and conducted final inspections in consultation with the City.</p> <p>A Memorandum of Understanding (MOU) was also established on 10/1/1992 between the County and the Keller Canyon Landfill Company. By order of the Board of Supervisors dated 10/20/1992, the County approved the Keller Canyon Landfill Company and the disbursement of monies from the Transportation System Impact Fee account in an amount not to exceed \$300,000.</p>
29.6	<p>Bailey Road Pavement Study. The Landfill developer shall conduct a study of the Bailey Road roadway from the Pittsburg city limits to the Highway 4 interchange to determine the improvements necessary to re-construct the right hand (outside) traffic lanes of the road to a 20-year pavement standard to be an estimated Traffic Index of 10.0 to 10.5. The County Public Works Department, in consultation with the City of Pittsburg, shall estimate the costs of the improvements, estimate the longevity of the existing roadway under increased traffic conditions, and determine a per-ton refuse disposal surcharge adequate to fund the improvements when reconstruction is necessary. The Landfill operator shall impose the surcharge and pay it quarterly into a segregated account established by the County. The design of the improvements, their costs, the surcharge and its disbursement shall be approved by the Board of Supervisors.</p>	Completed	<p>The initial pavement study is included in the FDIP, Section 11.4 and Appendix F. A subsequent comprehensive pavement study was completed by the County Department of Public Works in 2009 prior to the rehabilitation of Bailey Road between the Highway 4 interchange and West Leland Road.</p>
29.7	<p>Road Maintenance. Subsequent to the funding of the above traffic lane upgrading improvements, the landfill operator shall impose a surcharge for the maintenance of Bailey Road between the Highway 4 interchange and the Landfill intersection. The surcharge shall be estimated by the County Public Works Department in consultation with the City of Pittsburg and shall be based on the landfill's proportionate share of traffic on the road corridor adjusted for vehicle weight and number of axles. The fees shall be paid quarterly into a segregated account established by the County. The design of the improvement, its cost, the surcharge and disbursements from the segregated account shall be approved by the Board of Supervisors.</p>	In Compliance. On-Going	<p>On July 7, 2010, the County Board of Supervisors approved the establishment of a \$0.32 per ton fee ("Bailey Road Improvement Disposal Surcharge"), pursuant to Condition of Approval 29.6, of the Keller Canyon Landfill Land Use Permit 2020-89. On the same day the Board approved a \$0.68 per ton fee for Bailey Road Maintenance Disposal Surcharge, pursuant to Condition 29.7. This fee will be in effect between January 1, 2011 and December 31, 2015 and will be reduced to \$0.27 on January 1, 2016.</p>

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COA #	Condition Title & Description	Compliance Status	Comments
29.8	<p>Highway 4/Bailey Road interchange. The Landfill developer shall participate in an improvements district, benefit area, or other cooperative arrangement with the County, the City of Pittsburg, and Caltrans which may be created to improve the Highway 4/Bailey Road Interchange. The developer shall be required to pay an amount for the improvements and maintenance proportionate to the traffic generated by the landfill, adjusted for truck use. If necessary, the developer shall advance the money for the interchange design and improvements. The County Public Works Department shall approve the design of the interchange and estimate its cost. The fees shall be paid quarterly into a segregated account established by the County. The design of the improvements, their costs, the surcharge, and disbursements from the segregated account shall be approved by the Board of Supervisors.</p>	Completed	<p>Originally included in FDIP, Section 11.5. An improvement district, benefit area, or other cooperative arrangement requiring the landfill developer participation was not established for the improvement of the Highway 4/Bailey Road Interchange.</p> <p>CalTrans constructed the Highway 4/Bailey Road interchange improvements in September 1992, which included the section of Bailey Road from the Highway 4 interchange south to Maylard Street.</p>
29.9	<p>Peak Period Traffic Management. The Landfill operator shall prepare a study, in conjunction with the local transfer station(s) serving the landfill, for managing transfer vehicle traffic to reduce peak period conflicts with traffic on Highway 4. The study shall address the restricted departure periods from the Landfill identified in the Environmental Impact Report (6:30 - 8:30 a.m. and 3:30 - 6:30 p.m.) and shall identify any changes to the conditions of approval needed to implement a peak-period traffic reduction program. The study shall be approved by the County Public Works and Conservation and Development Departments and shall be provided with the Development and Improvements Plan. The Director of Conservation and Development has imposed the peak period traffic restrictions identified in a) and b) below. The Director of Conservation and Development may specify any additional peak period traffic restrictions deemed to be warranted. The Landfill operator shall comply with such restrictions, and shall require compliance in contracts with Landfill users.</p> <p>a) The A.M. peak period departure from the landfill shall commence at 7:10 a.m. b) A three minute interval shall be maintained between waste hauling vehicles en route to Highway 4 westbound during the period of 7:10 a.m. and 8:30 a.m. c) Waste hauling vehicles en route to eastbound Highway 4 (the uncongested "reverse commute" direction) may be released without restriction.</p>	Completed	<p>Included in FDIP, Section 11.6 and Appendix H. The peak period traffic management plan has been modified over time to reflect local traffic conditions. Conditional approval was issued in August 1996 to modify A.M. and P.M. peak period departure times (see Community Development Department letter from C. Zahn to S. Gordon (KCLC) dated 8/14/1996). A five (5) minute interval for departing trucks was approved for the periods of 7:30 A.M. to 8:30 P.M. and 3:30 P.M. to 6:30 P.M. Departure restrictions between 6:30 A.M. and 7:30 A.M. remained in effect. The revised intervals were subject to modification if dictated by traffic flow or a 25% increase in daily tonnage.</p> <p>Conditional Approval was issued by CDD in March 2000 to adjust departure time from 7:30 A.M. to 7:10 A.M.; and in April 2000 to reduce the interval of departing trucks in the A.M. peak period from 5 minutes to 3 minutes. See Community Development Department letter from D. Dingman to N. Christensen (KCLC) dated 4/27/2000. Modification of departure patterns improved efficiency of peak period truck traffic.</p>
29.10	<p>Bicycle and Pedestrian Improvements. The Landfill developer shall incorporate into the Transportation and Circulation Plan a bicycle and pedestrian path system along Bailey Road in the vicinity of the landfill.</p>	Not Yet Required	<p>Plans for bicycle and pedestrian improvements are included in FDIP, Section 11.7, Figure 11-1. Staff reported to the Board of Supervisors on April 28, 1992 indicating that installation bike and pedestrian path between the City limits and the landfill entrance was determined to have limited functionality.</p>
30	<p>Objective. The Landfill developer shall design, develop and manage the facility in such a manner that services and utilities adequately meet the landfills requirements, while ensuring the protection of site employees, area residents, and the surrounding environment.</p>	Objective	<p>This is solely an Objective. See Conditions 30.1 - 30.21.</p> <p>Implementation of conditions of approval in LUP Section 30. Site Services & Utilities is expected to address the objectives of safety, efficient transport, and minimizing traffic impacts to area residents. The Site Services & Utilities Plan is included in the FDIP, Sections 10.1 - 10.11..</p>

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COA #	Condition Title & Description	Compliance Status	Comments
30.1	<p>Final Site Services and Utilities Plan. The landfill developer shall prepare and submit a final Site Services and Utilities Plan, and obtain the approval of the County Conservation and Development Department prior to beginning construction. The Site Services and Utilities Plan shall be included in the Development and Improvements Plan. The final Site Services and Utilities Plan shall include:</p> <p>a) A water service component. (see Condition 30.2) b) A fire protection component. (see Condition 30.5)</p>	Completed	Implementation of Site Utilities Plan conditions of approval 30.2 - 30.21 meets landfill requirements and protects the surrounding environment. The Site Services and Utilities Plan is included in the FDIP, Sections 10.1 through 10.11, approved by the Community Development Department on 10/23/1991. Also RFPD letter from K. McCarthy to V. Conklin (CDD) dated 10/22/1991 in which RFPD approved compliance with Section 30 of the LUP.
30.2	<p>Water Service Component. The Landfill developer shall prepare and implement a Water Service Component, covering available water resources, estimated total water needs and supplies, landfill construction and operation, landscaping, fire protection, employee hygiene, and human consumption water needs, and water supply sources. Potable water shall be provided for hygiene and consumption. Potable water may be trucked onto the Landfill.</p>	Completed	Included in FDIP, Section 10.1. Additional research and negotiations occurred following initial submittal in the FDIP in July 2014, documentation including numerous letters between the operator and City of Pittsburg are on file.
30.3	<p>On-site Water Wells. The Landfill operator shall install wells for water supply with a minimum pumping capacity of 1,000 gallons per minute, or must have on-site storage which produces this capacity. The County Conservation and Development Department and Contra Costa Environmental Health shall be furnished pumping test information which shall be submitted with the Development and Improvement Plan.</p>	Completed	Also see Health Services Department Memo from C. Nicholson to C. Zahn (CDD) dated 3/10/1992, and Community Development Department Memo, V. Conklin to C. Zahn, dated 10/15/1991, and as updated through 10/25/1991.
30.4	<p>Public Water Supply Option. The Landfill operator may substitute water service from a public water supply system for the use of wells, if arrangements can be made with the Contra Costa Water District and, where applicable with the cities of Concord or Pittsburg. The water supply may be potable or non-potable. Annexation to the Contra Costa Water District probably would be required, as well as an approval for annexation from the Local Agency Formation Commission, and would have to be obtained prior to the submission of the Water Service Plan as part of the Final Development and Improvements Plan. The size and placement at the water supply line shall be included in the Water Service Plan and shall be subject to the approval of the Contra Costa Environmental Health and Conservation and Development Departments.</p>	Not Yet Required	The option of a public water supply was not employed. The landfill Operator investigated the feasibility of this option in coordination with County agencies. A public water supply option was not feasible at the time of landfill construction due to design and infrastructure constraints. All on-site water needs are currently met with groundwater supplies. The Condition should be retained to allow for evaluation of future public water supply alternatives if necessary.

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COA #	Condition Title & Description	Compliance Status	Comments
30.5	<p>Fire Protection Component. The Landfill operator shall develop and implement a Fire Protection Component meeting the requirements of the applicable Fire Protection District to contain and extinguish fires originating on the landfill property and off-site fires caused by Landfill operations. It shall include training for all employees. The program shall be subject to the approval of Contra Costa Environmental Health.</p>	Completed. Updated As Needed	<p>The Fire Protection Component is included in FDIP, Section 10.3. The Riverview Fire Protection District (RFPD) indicated that the fire protection component had been adequately addressed and therefore authorized preliminary construction in a letter dated 10/21/1991. The Site Plan and Fire Protection Component were approved by RFPD. See RFPD letter from K. McCarthy to C. Nicholson (HSD) and C. Zahn (CDD) dated 3/4/1992. Final inspection of the entire fire protection system determined all requirements were met. Last inspection was on January 31, 2014.</p> <p>See Health Services Department Memo, C. Nicholson to C. Zahn (CDD), dated 10/24/1991 and Community Development Department Memo, V. Conklin to C. Zahn, dated 10/15/1991, and as updated through 10/25/1991.</p>
30.6	<p>Fire District Programs. The Landfill developer shall participate in the Riverview Fire Protection Districts Benefit Assessment Program and the New Development Fees program.</p>	In Compliance. On-going	<p>The landfill operator participated in the New Development Fees program when applicable fees are assessed and paid at the time Building Permits were issued. A review of recent Property Tax Bills confirmed that the Fire District's Benefit Assessment program has yet to be established,</p>
30.7	<p>Construction Timing. Access roads and water supply systems shall be installed and in service prior to any combustible construction and/or related landfill activity. No construction, excavation, or grading work shall be started on this landfill facility until a plan for water supply system has been submitted to and approved by Contra Costa Environmental Health and the County Conservation and Development Department. Water may be transported onto the site during construction activities, but trucked water shall not be used for ongoing landfill activities.</p>	Completed	<p>Plans for access roads and water supply systems were approved prior to landfill operations. On-site water was to be supplied by wells. See Condition 30.3. Trucked water is used on paved and unpaved roads in accordance with dust suppression requirements of this LUP and in accordance with requirements of the BAAQMD Permit to Operate. See Condition 20.5.</p> <p>See Health Services Department Memo, C. Nicholson to C. Zahn (CDD), dated 10/24/1991 and Community Development Department Memo, V. Conklin to C. Zahn, dated 10/15/1991, and as updated through 10/25/1991.</p>
30.8	<p>On-Site Water Storage. The Landfill developer shall provide an adequate and reliable water supply for fire protection which shall include on-site storage. The storage tank(s) shall have a useable capacity of not less than 240,000 gallons of water and shall be capable of delivering a continuous flow of 1,000 gallons per minute.</p>	Completed	<p>Plans used for conservation were dated 1/16/1992. Storage capacity is approximately 366,000 gallons and is capable of delivering a continuous flow of 1,000 gallons per minute in accordance with this LUP condition.</p> <p>See Department of Community Development letter from C. Zahn to B. Olney dated 3/12/1992 which authorized installation of the water tank (Building Permit BP MI 176099); and letter dated 3/24/1992 which authorized installation of the pump house (Building Permit MI 176416).</p> <p>See Health Services Department Memo, C. Nicholson to C. Zahn (CDD), dated 10/24/1991, and Community Development Department Memo, V. Conklin to C. Zahn, dated 10/15/1991, and as updated through 10/25/1991.</p>

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COA #	Condition Title & Description	Compliance Status	Comments
30.9	Fire Fighting Water Main. If the Landfill developer exercises the alternative of utilizing public water supply, an above-ground main of sufficient size and quantity shall be provided, which when connected to the respective storage tank, shall be capable of supplying the required portable monitor (see Condition 30.11) with a minimum fire flow of 1,000 GPM delivered to the working face of any open cell in the landfill operation.	Completed	The alternative of utilizing a public water supply was not implemented. The existing fire fighting system meets the minimum fire flow requirements of 1,000 GPM and was approved by County Riverview Fire Protection District.
30.10	Fire Cover. The Landfill operator shall store a supply of soil nearby the working face to be used for fire suppressant. The adequacy of the cover stockpile shall be determined by Contra Costa Environmental Health in cooperation with the applicable Fire Protection District.	Completed	Storage of soil near the working face for potential use as a fire suppressant is standard operating procedure.
30.11	Fire Fighting Appliance. The Landfill operator shall provide a minimum of one (1) approved portable master-stream firefighting appliance (monitor) located within fifty (50) feet of each work-ing face of any open cell in the landfill.	In Compliance. On-Going	A portable master-stream firefighting appliance is located near the working face as standard operating procedure in accordance with this LUP condition.
30.12	Fire Breaks. The Landfill developer shall provide and maintain firebreaks as follows: a) A minimum 100-foot firebreak around the perimeter of each landfill disposal area, b) A minimum 60-foot firebreak around the perimeter of the entire site and around any buildings or similar structures. The firebreaks shall be placed to minimize any adverse visual effects. Their locations shall be subject to the approval of the Riverview Fire Protection District. The firebreaks shall be included in the Development and Improvements Plan.	In Compliance. On-Going	UPDATE: Fire breaks were constructed in 2015, 2016, and 2017 in accordance with this condition. Fire breaks are maintained on a seasonal basis as standard operating procedure in accordance with requirements of the Riverview Fire Protection District. See Health Services Department Memo, C. Nicholson to C. Zahn (CDD), dated 10/24/1991, and Community Development Department Memo, V. Conklin to C. Zahn, dated 10/15/1991, and as updated through 10/25/1991.
30.13	Fire Extinguishers. The Landfill operator shall provide landfill equipment with fire extinguishers large enough to fight small fires on the equipment or on the landfill. The extinguishers and their distribution shall be subject to the approval of Contra Costa Environmental Health and the applicable Fire Protection District.	In Compliance. On-Going	Fire extinguishers are located in onsite buildings, operating equipment and maintenance and support vehicles. See Condition 30.5. See Health Services Department Memo, C. Nicholson to C. Zahn (CDD), dated 10/24/1991, and Community Development Department Memo, V. Conklin to C. Zahn, dated 10/15/1991, and as updated through 10/25/1991.

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COA #	Condition Title & Description	Compliance Status	Comments
30.14	<p>Use of Reclaimed Water for Landscaping. The Landfill Developer shall make every effort to use treated waste water from a district sewage treatment plant for landscape maintenance. The Landfill Developer shall report on this matter to the Conservation and Development Department</p>	<p>In Compliance. On-Going</p>	<p>Use of treated wastewater for landscaping was determined in December 1992 to be infeasible. In a letter from the landfill operator dated 9/24/1992, information was requested on availability and feasibility of treated waste water to meet an annual demand of approximately 1,050,000 gallons per year. Letters were sent to the Delta Diablo Sanitation District (DDSD) and Central Contra Costa Sanitary District (CCCSA).</p> <p>In December 1992, the landfill operator submitted a status report to the Community Development Department stating the annual water demand would have to be trucked from either DDSD or CCCSD for use at the landfill site. Neither the transportation/distribution system nor transport capacity existed to deliver the annual demand for water. The landfill operator stated that construction of a pipeline from DDSD to KCL would cost in the millions of dollars for development of a system, exclusive of right-of-way acquisition costs. The system would require necessary governmental and private approvals that were beyond the scope of the condition of approval. The landfill operator expressed a willingness to explore the option for use of reclaimed waste water should a pipeline delivery system become operational sometime in the future.</p> <p>See KCLC letter T. Cox (KCLC) to V. Conklin (CDD) dated 12/1/1992.</p>
30.15	<p>Equipment and Cleaning. See Condition 20.24.</p>	<p>Cross-Reference</p>	<p>This condition cross-references another LUP condition. See Condition 20.24.</p>
30.16	<p>Smoldering Loads. The Landfill operator shall check incoming loads and direct vehicles hauling smoking or burning trash to a designated place apart from the current fill area. The loads shall be dumped immediately and the fire extinguished before the waste is incorporated into the fill.</p>	<p>In Compliance. On-Going</p>	<p>The Load Check Program requires checking of all incoming vehicles hauling smoldering loads. Gate operator would notify site foreman at the working face of the need for special handling per this condition. Also see LUP Condition 7.1.</p>
30.17	<p>Emergency Equipment Access. The Landfill operator shall designate access points for local fire protection agency access to all parts of the landfill and routes. The access points shall be included in the Development and Improvements Plan and shall be subject to the approval of the Riverview Fire Protection District.</p>	<p>In Compliance. On-Going</p>	<p>Designated emergency access points were approved by RFPD.</p> <p>Approval by RFPD substantiated by CDD on 10/23/1991. See Health Services Department Memo, C. Nicholson to C. Zahn (CDD), dated 10/24/1991, and Community Development Department Memo, V. Conklin to C. Zahn, dated 10/15/1991, and as updated through 10/25/1991.</p>
30.18	<p>Smoking Prohibitions. The Landfill operator shall prohibit smoking on the landfill except in designated areas. In no event shall smoking be allowed near the working face of the landfill and the fuel storage area. Signs shall be clearly posted and enforced.</p>	<p>In Compliance. On-Going</p>	<p>On-site signage is installed that prohibits smoking in all landfill operations areas.</p>

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COA #	Condition Title & Description	Compliance Status	Comments
30.19	Toilets. The Landfill operator shall provide portable chemical toilets near the active disposal area for use of workers and drivers. Their placement and maintenance shall be subject to the approval of Contra Costa Environmental Health.	In Compliance. On-Going	Included in FDIP, Section 10.9. Placement of chemical toilets in safe and convenient locations is standard operating procedure within the disposal operations area and ancillary facilities. Sanitary facilities are provided for employees and visitors at the landfill administrative building. Locker, rest room, and shower facilities are provided for employees in the maintenance building. Bottled drinking water is provided at the administrative building and maintenance building.
30.20	On-site Septic System. Septic systems shall be designed to County Department of Health Service Standards, and State Health and Safety Code requirements. The Landfill developer shall pay for any treatment plant fees.	In Compliance. On-Going	Septic systems were designed, approved, and constructed per County and State standards.
30.21	Sewer Line. In the event that the Landfill developer elects to connect to a sewer line, the developer shall pay for any capacity studies required, and any resultant equipment and/or facilities.	Completed	Landfill developer elected to construct an on-site septic system. Connection to a sewer line has not been determined to be necessary.
31.1	Waste Reduction and Resource Recovery Objective. The Landfill operator shall manage the facility in such a manner that complies with the State's waste management hierarchy of source reduction, recycling and composting, and environmentally safe transformation and land disposal; and that is consistent with the Countywide Integrated Waste Management Plan.	Objective	This is solely an Objective. See Conditions 31.2 - 31.10. UPDATE: Please see updates of Conditions 31.4 through 31.6 below. The Landfill operator generally manages the facility consistent with prevailing requirements of CalRecycle, the Countywide Integrated Waste Management Plan, and other permits. The Waste Reduction and Resource Recovery Program is included in the FDIP, Sections 6.1 through 6.5. Condition 17i (Waste Reduction and Resource Recovery) of the SWFP further requires that wastes transported by transfer vehicles should originate from transfer stations where waste reduction and recovery activities take place.
31.2	1990-1995 Resource Recovery Program. The Landfill Operator shall participate with the transfer station(s) operators(s), route collection companies and direct haulers in designing and implementing a resource recovery and recycling program for the service area which is consistent with the goal of diverting 25 percent of all solid waste generated in the County from landfill facilities by January 1, 1995.	Completed	The Resource Recovery Program for 1990-1995 is included in FDIP, Section 6.1. No substantive resource recovery activities were conducted at Keller.
31.3	1996-2000 Resource Recovery Program. Prior to 1995, the Landfill operator shall prepare and submit for review and approval by the County Conservation and Development Department a resource recovery and recycling program for the service area covering the period from 1996-2000. This shall be consistent with the County-wide Integrated Waste Management Plan's goal of diverting a total of 50 percent of all solid waste generated in the County from landfill facilities by January 1, 2000.	Completed	The Resource Recovery Program for 1996-2000 is included in FDIP, Section 6.2. Initiated on-site resource recovery activities authorized by regulatory changes allowing waste derived cover materials and beneficial reuse materials to be treated as diversion.

COA #	Condition Title & Description	Compliance Status	Comments
31.4	<p>Materials Recovery. The Landfill operator shall prepare and implement a Material Recovery Program for recovering recyclable materials (e.g. construction and demolition debris) from refuse loads brought directly to the landfill. The Program shall describe in detail all existing and proposed on-site recovery activities and the associated percent of waste diversion for each, including materials diverted for use as cover, on-site beneficial reuse as well as transported off-site (e.g. biomass facilities). The Program shall include proposed on-site recovery activities intended to handle source separated loads and comingled loads to be sorted on-site to increase diversion, if applicable. The Program shall be consistent with the Countywide Integrated Waste Management Plan. The landfill operator shall record and report the weight of all material(s) recovered through the Material Recovery Program. Each type of recovered material being diverted must be weighed for reporting purposes. Materials accepted for beneficial reuse or ADC, which are subsequently deemed unsuitable and must therefore be disposed of, shall be weighted and reclassified for the purposes of reporting and fee calculation. Incoming quantities required to be tracked and reported by waste type and jurisdiction of origin, pursuant to Conditions 8.7 and 10.3 must accurately differentiate between the tons disposed, beneficially used on-site or sent off-site. Quarterly disposal reports must also accurately reflect the destination and tonnage of each type of recovered material sent off-site, if applicable. The Program shall be subject to the approval of the County Department of Conservation and Development.</p>	In Compliance. On-Going	<p>UPDATE: On March 22, 2017, the new direct haul conditions (COA 8.5 through 8.8) added to KCL's LUP as part of the 2015 permit review, took effect. These four COAs limit the types of direct haul waste loads eligible for disposal based on the types of wastes/materials recovered from mixed loads received at local transfer stations. Due to the operational changes necessitated this year as a result of these new direct haul conditions, the loads of mixed waste being hauled directly to the landfill should not contain adequate recyclable materials (e.g. construction and demolition debris) to warrant the establishment of on-site sorting and recovery activities. KCL ceased accepting for disposal direct haul loads of mixed waste deemed recoverable at transfer stations. Therefore, the Material Recovery Program submitted by KCL in 2016 and updated in 2017 (replaces FDIP Section 6.3) focuses on on-site recovery of source-separated loads of material types deemed suitable for use as daily cover, alternative daily cover or other on-site beneficial reuse.</p> <p>Revised information was submitted to DCD in the Fall of 2016 with information intended to update what is specified in FDIP Section 6.3. Updated Material Recovery Program information submitted in October 2016 was reviewed and approved ensures consistency with current Countywide goals and requirements and intent of this condition.</p> <p>The initial Materials Recovery program was included in FDIP, Section 6.3. However, the Countywide Integrated Waste Management Plan was not approved by the State until 1993.</p>
31.5	<p>Composting Project. The Landfill operator shall develop and implement a program for composting organic material. The program may occur at the landfill site, off-site or in coordination with third party(ies), and shall be approved by Contra Costa Environmental Health and the Department of Conservation and Development. The compost shall be used for landfill landscaping, cover material or other approved on-site uses; alternatively, compost can be made available or sold off-site. The purpose of the composting program shall be to implement a cost effective and feasible means of providing adequate local organics diversion capacity through large-scale composting. The composting operations shall be subject to regulatory and permitting requirements enforced by Contra Costa Environmental Health, the Air District and the Water Board. No later than January 1, 2016, the Landfill operator shall submit substantiation that they have applied for the required regulatory approvals (permits) processes necessary to conduct large-scale composting or demonstrate that arrangements are underway to implement an equivalent off-site program. The Landfill operator shall make all feasible efforts to assist the County in ensuring that there will be adequate composting capacity available to readily divert the organics waste stream generated in Contra Costa County which is currently used as Alternative Daily Cover (ADC) prior to the sunset of the ADC diversion credit on January 1, 2020.</p>	In Compliance. On-Going	<p>UPDATE: A concept for a composting operation is included in FDIP, Section 6.4. Some compostable green waste has been diverted as Alternative Daily Cover since authorized to do so by CCEH starting with their 12-month Demonstration Project in April 1999. Documentation was submitted to DCD in the Fall of 2016 with information intended to update what is specified in FDIP Section 6.4. As of October 1, 2016 there are only three cities in the County which do not require that their franchise hauler compost the greenwaste collected curbside. One of those cities has committed to have their curbside greenwaste composted by 2018. Republic Services has adequate capacity to compost the greenwaste from the two remainign cities at their Northern California operations including the WCCSL Organic Materials Processing Facility (OMPF) in Richmond; Forward Landfill in Manteca; and Newby Island Resource Recovery Park in Milpitas Updated program information was submitted in October 2016, where RS will use their network of facilities to provide for composting facility capacity needed</p>

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31.6	<p>Wood Chipping. The Landfill operator shall establish a program to encourage landscape services and construction/demolition debris haulers to segregate wood material for chipping and diversion from landfill disposal. The program may occur off-site, however unless and until there is on-site recovery (waste diversion as defined in the Integrated Waste Management Act) the Landfill operator shall direct these customers to deliver loads of landscaping and construction/demolition debris to facility(ies) that recover and chip wood material. The program shall be submitted for review and approval by the County Department of Conservation and Development and implemented on an ongoing basis following approval.</p>	In Compliance. On-Going	<p>UPDATE: Wood chipping is not proposed to occur on-site at KCL in the foreseeable future. The updated wood chipping program submitted by the operator in 2016 has been deemed adequate to satisfy this condition. The wood chipping program is designed to direct wood waste to existing wood chipping operations at two off-site locations in central and west county, the Contra Costa Transfer and Recovery Station (County File LP 2122-86) in Martinez and the Bulk Materials Processing Center (County File LP 2054-92) in Richmond. Procedures and protocols are in place for inspection, refusal, and re-direction of wood waste loads that are to be processed at a local transfer/recovery facility.</p> <p>Revised information was submitted to DCD in the Fall of 2016 to replace the previously submitted written program contained in Section 6.5 of the FDIP. Although DCD issued conditional approval on August 21, 2003 allowing the operator to implement a wood chipping operation, a wood chipping operation was never implemented on-site.</p>
31.7	<p>Methane Recovery. The Landfill operator shall explore the use of methane in landfill gas collected for air pollution reduction as a fuel commodity. The operator shall report findings to the Conservation and Development Department at the time of the landfill's periodic reviews. If there is an economic use found for recovered methane, and if the County subsequently includes the use in its Integrated Waste Management Plan, the Landfill operator shall implement a methane recovery program.</p>	Completed	<p>UPDATE: More methane is being generated than is needed to operating the existing landfill gas power plant at maximum capacity, therefore some methane is being sent to the enclosed flare on-site. The landfill gas power plant operator is exploring options for increasing the amount of methane recovered to generate power.</p> <p>A landfill gas power plant was determined by the landfill operator to be feasible in August 1998. The LFGTE power plant became operational in 2009 and is addressed in Section 36. Landfill Gas Plant of this LUP. See Condition 20.13.</p>
31.8	<p>Equipment Maintenance. The Landfill operator shall maintain motorized landfill equipment to assure maximum fuel efficiency.</p>	In Compliance. On-Going	Equipment maintenance is performed according to manufacturer specifications and at required intervals. Maintenance records are maintained by the operator and available for review by County agencies. See LUP Condition 20.24
31.9	<p>County Resource Recovery Management Program. a) When directed by the County, the Landfill operator shall impose a tonnage surcharge adequate to support a County Resource Recovery Management Program. The cost of the program to be supported by the surcharge shall not exceed \$100,000 at 1987 levels. If other solid waste disposal facilities are subject to this or a similar condition, the County may pro-rate the cost of the program among them according to a formula approved by the Board of Supervisors. b) As provided for in Condition 2.3, where there is an inconsistency between this condition and the terms of the Landfill Franchise Agreement which effectively suspended the collection of this Resource Recovery Management Program Fee, the terms of the Landfill Franchise Agreement shall supersede Condition 31.9 (a) until such inconsistency no longer exists pursuant to Condition 2.3(d).</p>	In Compliance. On-Going	In 1994, the Board of Supervisors approved the First Amended Landfill Franchise Agreement which included a provision specifying that the Franchise Surcharge to be paid by the operator would cover the cost of all current County programs (required or authorized by the Use Permit or the Agreement) except the LEA and AB939 Fees.

EXHIBIT D - Compliance Status Table: Keller Canyon Landfill Land Use Permit 2020-89 Conditions of Approval

COA #	Condition Title & Description	Compliance Status	Comments
31.10	Fund Recovery. The Landfill owner may recover funds provided to the County in advance of the opening of the Landfill through subsequent rate adjustments or surcharges approved by the County. The County may pro-rate the cost of the program among other waste disposal facilities it approves which are subject to similar conditions.	No Longer Applicable	Condition Acknowledged.
32.1	Hours of Construction. The Landfill developer shall restrict outdoor construction activities to the period from 8:00 a.m. to 6:00 p.m. Monday through Saturday.	In Compliance. On-Going	Outdoor construction activities are restricted to the hours and days specified in this LUP condition and Section 5b of the SWFP.
32.2	Exemption. The Landfill developer may request, in writing, and the Director of Conservation and Development may grant, exemptions to Condition 32.1 for specific times for cause. An example is the placing of concrete.	In Compliance. On-Going	During certain phases of the landfill's development, the developer has been granted exemptions pursuant to this Condition when circumstances warranted in response to written requests that were received by County DCD.
32.3	Access Roads. Before commencing landfilling operations, the Landfill developer shall install and pave the site access road from Bailey Road to the Phase I excavation area (see Initial Facilities Site Plan drawing of the Initial Development and Improvements Plan, Condition 16.1). This installation shall include the new bridge over Lawlor Creek and the turnaround lane. An area which can be used by the California Highway Patrol for vehicle inspection/weighting shall also be constructed.	Completed	Included in FDIP, Section 11.1, Drawings 8-13, approved by the Community Development Department on 10/25/1991.
32.4	Phasing Plan. The Landfill developer shall design a Phasing Plan setting forth a schedule of construction activities and projects, with detailed information provided on sensitive installations such as the landfill liner and the leachate collection and gas management systems. Sensitive installation projects shall be subject to inspection by the Geotechnical Inspector (Condition 23.6). The necessary installations of the Surface Drainage System (Condition 18.2) and Soil Erosion and Control Plan (Condition 18.4) shall be in place before major excavations commence in order to ensure controlled surface water runoff. Sediment in the sedimentation pond shall be monitored to control quality of runoff. Construction activities shall be timed to coincide with the dry season and low surface water flows.	Completed	Included in FDIP, Section 3.1 (Drawings 25-38) The Phasing Plan was approved by CDD on 10/25/1991. See Community Development Department Memo, V. Conklin to C. Zahn, dated 10/15/1991, and as updated through 10/25/1991.
32.5	Unstable areas. Areas determined to be unstable by the Stability Analysis performed for the landfill (condition 18.4) shall be excavated or retaining walls installed under the supervision of a Certified Engineering Geologist or a Registered Geotechnical Engineer.	Completed. Updated As Needed	Evaluation of unstable areas is an on-going activity at KCL. Each design phase considers use of buttresses and other practices required for cell stability. All design and construction quality assurance documents are submitted to and approved by the RWQCB. Also see LUP Condition 16.12.

EXHIBIT D - Compliance Status Table: Keller Canyon Landfill Land Use Permit 2020-89 Conditions of Approval

COA #	Condition Title & Description	Compliance Status	Comments
32.6	<p>Dust Suppression. The developer shall sprinkle or chemically treat graded areas, borrow sites, stock piles, and temporary pavements to control dust, as determined necessary by Contra Costa Environmental Health and the Bay Area Air Quality Management District.</p>	In Compliance. On-Going	<p>Dust suppression is performed in accordance with this LUP condition and LUP Condition 20.5, Condition 17k(d) of the SWFP, and requirements of Condition #17309 of the Major Facility Review permit issued by BAAQMD.</p> <p>See Health Services Department Memo from C. Nicholson to C. Zahn (CDD) dated 3/10/1992.</p>
33.1	<p>Submittal of Plan. The Landfill operator shall submit to the San Francisco Regional Water Quality Control Board, the California Department of Resources Recycling and Recovery, and Contra Costa Environmental Health a plan for the closure and the postclosure maintenance of the landfill as required by State law, but no later than upon application for a Solid Waste Facilities Permit. A copy of the closure and postclosure maintenance plan shall be submitted to the County Conservation and Development Department.</p>	In Compliance. On-Going	<p>UPDATE: On September 6, 2016, CalRecycle issued letter approval of the Preliminary Closure and Postclosure Maintenance Plans submitted as part of the Joint Technical Document. The San Francisco Bay Regional Water Quality Control Board approved the plans in an email dated August 23, 2016. CCEH deferred recommendation for approval of the plans to CalRecycle in a letter dated August 25, 2016.</p> <p>Initial plans submitted September 30, 1994; Approved by RWQCB on November 28, 1994 (See RWQCB Letter from R. McMurtry to S. Mann (CIWMB) dated 11/28/1994). A Preliminary Closure and Post-Closure Maintenance Plan have been submitted pursuant to Title 27 CCR 21780.</p> <p>See Health Services Department Memo from C. Nicholson to C. Zahn (CDD) dated 3/10/1992.</p>
33.2	<p>Funding of Closure and Postclosure Maintenance Plan. The Landfill operator shall submit to the Board of Supervisors or California Department of Resources Recycling and Recovery (CalRecycle) evidence of financial ability to provide for the cost of closure and postclosure maintenance in an amount not less than the estimated cost of closure and 15 years of postclosure maintenance as contained in the submitted closure and postclosure maintenance plan unless otherwise required by the State. Evidence of financial ability shall be in the form of a trust fund approved by the Board of Supervisors in which funds will be deposited on an annual basis in amounts sufficient to meet closure and postclosure costs when needed unless an equivalent financial arrangement is identified as acceptable to the Board of Supervisors. The Board of Supervisors determined that the State required financial guarantees approved and periodically reviewed by CalRecycle are equivalent and therefore adequate to satisfy this condition. The Landfill operator shall maintain a trust fund balance that equals or exceeds the requirements of state law or regulation notwithstanding, however, the trust fund balance shall be at least equal to the then current closure and postclosure cost estimate at such time the landfill has reached one-half of its permitted capacity. The Trust Fund balance requirement shall be appropriately adjusted if the landfill is closed in stages under Condition 33.4.</p>	Completed. Updated As Needed	<p>UPDATE: The landfill operator fulfilled financial assurance requirements for closure and post-closure funding for 2015, 2016, and 2017. A Financial Assurance Letter and surety bonds were submitted to meet the requirements of Title 27, California Code of Regulations, Section 22244 (a) and (c).</p> <p>KCLC provided evidence of financial ability to SFRWQCB & HSD in a letter and supporting documentation dated October 24, 1991.</p> <p>Landfill facility bonds for closure, post-closure, and corrective action are updated annually according to inflation rates set by CalRecycle. CalRecycle issues letters after reviewing bonds submitted to confirm if they adequately satisfy regulatory requirements. These details are noted in the annual Activities Reports now regularly being submitted by the operator, along with copies of the surety bonds submitted to CalRecycle..</p> <p>See Health Services Department Memo, C. Nicholson to C. Zahn (CDD), dated 10/24/1991, and Community Development Department Memo, V. Conklin to C. Zahn, dated 10/15/1991, and as updated through 10/25/1991.</p>
33.3	<p>Revision to Plan and Cost Estimates. Should State law or regulation regarding the closure and postclosures maintenance plan or funding of the plan change at any time, the owner of the landfill shall submit any required changes to the closure and postclosure maintenance plan and/or evidence of financial ability to the Board at the same time as submittal to the applicable state or regional agency.</p>	Completed. Updated As Needed	<p>CCR Title 27 now requires that landfill operators update financial assurances (bonds) for closure and post-closure annually, according to inflation rates set by CalRecycle. Copies are included as attachments to the annual Activities Report submitted to the County.</p>
33.4	<p>Staged Closure of the Landfill. The landfill owner or operator shall close the landfill in stages if compatible with the filling sequence and the overall closure plan.</p>	Not Yet Required	<p>Condition acknowledged.</p>

EXHIBIT D - Compliance Status Table: Keller Canyon Landfill Land Use Permit 2020-89 Conditions of Approval

COA #	Condition Title & Description	Compliance Status	Comments
33.5	<p>Use of Landfill Following Closure. After active landfill operations have ceased, the site shall be utilized for grazing purposes. The Board may require the owner of the landfill to deed all development rights for the landfill site to the County to ensure fulfillment of this condition.</p>	Not Yet Required	Landfill lifespan is projected to continue for an additional 30 to 35 years or more depending on operating assumptions.
33.6	<p>Postclosure Maintenance. The Landfill operator shall institute a postclosure maintenance program to ensure that containment and monitoring facilities retain their integrity. If damaged areas are found, the operator shall notify the County and take remedial actions to prevent odor and landfill gas problems.</p>	Not Yet Required	<p>The JTD for Keller Canyon Landfill was updated in May 2016 and filed with Contra Costa Environmental Health, CalRecycle and County DCD.</p> <p>The Preliminary Closure and Post-Closure Maintenance Plans are presented in May 2016 Draft JTD, Volume 1, and were prepared in accordance with 27 CCR, Sections 21769(b) and 21790.</p>
34.1	<p>Storage Requirement. The Landfill operator shall provide a minimum 10-acre area on the landfill site for the storage of abandoned vehicles awaiting salvaging, if required by the Board of Supervisors. The storage site operator shall accept only vehicles directed to the site by a law enforcement agency operating in Contra Costa County, which shall be responsible for the vehicle until its title is conveyed to a salvager. The site would provide storage only; operations of disposing, salvaging, and security of abandoned vehicles shall not be the responsibility of the operator. The site may be subject to further planning and development approvals, and would be subject to the California Environmental Quality Act. The storage of abandoned vehicles shall be subject to conditions set by Contra Costa Environmental Health, and may be subject to the approvals of regulatory agencies having jurisdiction.</p>	Not Yet Required	Implementation of this condition is not yet required due to a lack of demand. The County Sheriff's Department coordinates storage of abandoned vehicles at other facilities prior to final demolition and transport. Operator does not propose to store abandoned vehicles at the landfill without authorization from the County.
34.2	<p>Off-site Storage Option. The Landfill operator may establish the abandoned vehicle storage area at another location, which shall be subject to the approval of the County Conservation and Development Department.</p>	Not Yet Required	Implementation of this condition is not yet required. No requests have been received from the County Sheriff's Department for the Operator to establish an off-site abandoned vehicle storage area.
35.1	<p>Transportation System Impact Fee: The Landfill operator shall pay to the County of Contra Costa a Transportation Impact Fee of \$2.00 per ton of waste received at the Landfill to mitigate the general impacts of the Landfill-generated traffic on the County's road system. The operator shall deposit the fee monies quarterly in a segregated account established by the County. The fee shall be considered to be a pass-through business cost for the purposes of rate setting. The fee shall be adjusted annually to reflect the current Consumer Price Index.</p>	Cross-Reference	<p>This condition cross-references another LUP condition, in effect it has been superceded by Condition 35.8. The Board of Supervisors approved Amendment 1 to Land Use Permit 2020-89 on November 1, 1994 which stayed the operation of this Condition as long as the <u>new</u> Condition 35.8 remains in full force and operation.</p> <p>Mitigation fees have been paid to the County since the landfill opened on May 7, 1992.</p>
35.2	<p>Open Space and Agricultural Preservation Fee. The Landfill operator shall pay to the County of Contra Costa an Open Space and Agricultural Preservation Fee of \$2.00 per ton on solid wastes received at the Landfill to mitigate the general impacts of the Landfill on open space, existing and proposed recreational facilities, and agriculture. The operator shall deposit the fee monies quarterly in a segregated account established by the County. The fee shall be considered to be a pass-through business cost for the purposes of rate setting. The fee shall be adjusted annually to reflect the current Consumer Price Index.</p>	Cross-Reference	<p>This condition cross-references another LUP condition, in effect it has been superceded by Condition 35.8. The Board of Supervisors approved Amendment 1 to Land Use Permit 2020-89 on November 1, 1994 which stayed the operation of this Condition as long as the <u>new</u> Condition 35.8 remains in full force and operation.</p> <p>Mitigation fees have been paid to the County since the landfill opened on May 7, 1992.</p>

EXHIBIT D - Compliance Status Table: Keller Canyon Landfill Land Use Permit 2020-89 Conditions of Approval

COA #	Condition Title & Description	Compliance Status	Comments
35.3	<p>Property Value Compensation Program. The Landfill operator shall provide funding for the preparation of a property value compensation program study when requested by the County of Contra Costa. The study will address the means of determining the extent of property value losses or reductions attributable to Landfill impacts, such as aesthetics, noise, traffic, or pollution, and the means of compensating property owners for said losses or reductions. When a compensation program is adopted by the Board of Supervisors, the Landfill developer shall fund it in the manner specified by the Board. If the Board of Supervisors determines that progress on the implementation of a compensation program is not proceeding in a timely manner, the Board may require the use of a facilitator and/or an arbitrator. The fee shall be considered to be a pass-through business cost for the purposes of rate setting.</p>	Completed	The County issued payments totaling approximately \$476,400 to property owners near the Keller Canyon Landfill as part of the Keller Canyon Landfill Property Valuation Mitigation Claim Process adopted by the Board of Supervisors. The Board approved the program in 1997 after several studies and multiple hearings related to LUP condition of approval 35.3.
35.4	<p>Resource Recovery Program Fee. a) The Landfill developer or operator shall pay to the County of Contra Costa a resource recovery program fee of \$200,000 annually, beginning July 1, 1990. The developer or operator shall deposit the monies in a segregated account established by the County. The extent of the fee shall be subject to reconsideration when a franchise or agreement is established for the Landfill. The resource recovery program fee from its inception shall be a pass-through business cost for the purpose of rate setting. The fee shall be adjusted annually to reflect the current Consumer Price Index. b) As provided for under Condition 2.3, where there is an inconsistency between this condition and the terms of the Landfill Franchise Agreement which effectively suspended this Resource Recovery Program Fee, the terms of the Landfill Franchise Agreement shall supersede Condition 35.4 (a) until such inconsistency no longer exists pursuant to Condition 2.3(d).</p>	No Longer Applicable	In 1994, the Board of Supervisors approved the First Amended Landfill Franchise Agreement which included a provision specifying that the Franchise Surcharge to be paid by the operator would cover the cost of all current County programs (required or authorized by the Use Permit or the Agreement) except the LEA and AB939 Fees.
35.5	<p>Violation of Prescribed Haul Route. Upon a receiving a written determination from the County that a user of the Landfill has violated Condition 29.2 by using a prohibited access route, the Landfill operator shall impose on that user the sanction that is directed by the County. Such sanction may include a surcharge on the tipping fee, prohibition against accepting waste from that user for a designated period of time, revocation of County refuse-hauling license, or other sanction directed by the County. A system for reporting alleged violation and for monitoring enforcement data shall be established by the County and implemented by the Landfill operator.</p>	In Compliance. On-Going	<p>UPDATE: There have been no violations of the prescribed haul route in 2015, 2016, and 2017 to-date.</p> <p>The facility is in compliance with this condition. No sanctions have been imposed for violation of the prescribed haul route.</p>
35.6	<p>Direct Property Acquisition Study. The Landfill operator shall study the appropriateness of direct acquisition of properties immediately adjacent to the project, and shall fund any acquisition program ordered by the Board of Supervisors. The study shall be consistent with the Environmental Impact Report and shall be completed prior to the issuance of a franchise agreement.</p>	Not Yet Required	Condition Acknowledged. No acquisition program has been ordered by the Board of Supervisors.

EXHIBIT D - Compliance Status Table: Keller Canyon Landfill Land Use Permit 2020-89 Conditions of Approval

COA #	Condition Title & Description	Compliance Status	Comments
35.7	<p>Adjoining Sites. This permit authorizes the use of the Keller Canyon Landfill site only for its specified waste disposal uses as set forth in these Conditions of Approval, and for no other uses. In particular, during the effective and operative periods of this Permit, the Keller Canyon site covered by this Permit shall not be used to provide access to, or to accommodate in any way the use of, any adjoining property for landfill purposes, unless the County has approved the use of such adjoining property for landfill purposes.</p>	Informational	Condition Acknowledged. KCL site has not been proposed or used to provide access to or accommodate use of adjoining property for landfill purposes.
35.8	<p>Mitigation Fee. The Landfill operator shall pay to the County of Contra Costa a fee, the amount of which may be set by the Board of Supervisors by a Board Order from time to time, which amount shall not be less than \$3.00 per ton and shall not be more than \$4.00 per ton, on solid waste received at the Landfill. The fee shall be used as directed by the Board in its sole discretion: 1) to mitigate general impacts of the Landfill-generated traffic on the County's road system, 2) to mitigate the general impacts of the Landfill on open space, existing and proposed recreational facilities, and agriculture, or 3) to mitigate any general impacts of the Landfill upon the surrounding community. Conditions 35.1 and 35.2 of Land Use Permit 2020-89 are hereby stayed in their operation as long as Condition 35.8 remains in full force and operation. Should Condition 35.8 (or any portion of it) for any reason be set aside or stayed in its operation, then Conditions 35.1 and 35.2 shall be in full force and operation.</p>	In Compliance. On-Going	This Condition was added by Amendment 1 to Land Use Permit 2020-89 which the Board of Supervisors approved on November 1, 1994. A fee of \$3.00 per ton has been collected since landfill opening, of which \$1.75 per ton is allocated to the County, and \$1.25 per ton is allocated to the City of Pittsburg. The County Board of Supervisors awards grants from the Keller Canyon Landfill Mitigation Fund to County agencies and community-based organizations in the Bay Point and Pittsburg communities. Grants totaling \$1,292, 081 were awarded in the 2013-2014 fiscal year.
36.1	<p>Power Plant Design. The design of the Landfill Gas Power Plant project as approved is generally shown on the plans submitted to the Conservation and Development Department on October 16, 2001.</p>	Informational	Condition Acknowledged.
36.2	<p>Ultimate Responsibility. These conditions of approval identify the Landfill Gas Power Plant operator as the party primarily responsible for implementing conditions involving the design, construction, improvements, maintenance and management of the power plant. However, ultimate responsibility for compliance with these conditions lies with the owner of the landfill.</p>	Informational	Condition Acknowledged. Landfill Gas Power Plant (building and equipment) is owned and operated by Ameresco Keller Canyon L.L.C.
36.3	<p>Keller Canyon Landfill Land Use Permit. The construction and operation of the Landfill Gas Power Plant is also subject to all other conditions in Land Use Permit 2020-89 for the Keller Canyon Landfill, as appropriate.</p>	Informational	Condition Acknowledged.
36.4	<p>Violation/Revocation. The Landfill Gas Power Plant owner and operator shall at all times comply with the provisions and requirements of these Conditions of Approval. A repeated violation of any of these Conditions as a result of the construction or operation of the Power Plant is cause for revocation of the Land Use Permit for the power plant.</p>	In Compliance. On-Going	There have been no violations of conditions of approval in Section 36. Landfill Gas Power Plant
36.5	<p>System Safety. Risk of fire (from gas, oil, or electrical sources) shall be controlled through the use of flame sensors, ultraviolet (UV) radiation and methane detectors, and fire extinguishers. These components shall be installed at a minimum, in the power modules, exhaust and cooling packages, and other locations as required by Code.</p>	In Compliance. On-Going	Facility Safety System was designed and installed in accordance with this LUP condition and other requirements of the County Building Inspection Department and Riverview Fire Protection District.

EXHIBIT D - Compliance Status Table: Keller Canyon Landfill Land Use Permit 2020-89 Conditions of Approval

COA #	Condition Title & Description	Compliance Status	Comments
36.6	Equipment and System Monitoring. Instrumentation shall be provided for all power plant equipment and systems which provide for a fully automated monitoring and warning system. This will include an automated switch to combustion flare if necessary. Additionally, routine monitoring of the gas extraction system and power plant facility shall be performed during normal business hours by at least one on-site operator.	Completed. On-Going	Equipment and System Monitoring was designed and installed in accordance with this LUP condition and other requirements of the County Building Inspection Department and County Fire Protection District.
36.7	Engines. Power plant facilities shall use lean burn internal combustion engines to meet BAAQMD regulations for oxides of nitrogen (NOx), carbon monoxide (CO) and volatile organic compounds (VOC).	Completed. On-Going	Engines meeting the requirements of this condition were installed in accordance with requirements of the BAAQMD.
36.8	Hazardous Materials. Landfill Gas Power Plant operator shall prepare and submit a Hazardous Materials Business Plan for the Power Plant in compliance with requirements of the Hazardous Materials Division of Contra Costa County's Health Services Department.	Completed. On-Going	Ameresco Keller Canyon LLC submitted the Hazardous Materials Business Plan to the County DCD and HSD-Hazardous Materials Division in October 2009.
36.9	Emergency Response. Landfill Gas Power Plant operator shall submit a facility specific Emergency Response Plan and then implement and update as needed, said Plan.	Completed. On-Going	Ameresco Keller Canyon LLC submitted the Emergency Response Plan to the County DCD and Contra Costa Environmental Health in October 2009.
36.10	Notification of Plant Upset or Accidental Release. Landfill Gas Power Plant operator shall notify the Conservation and Development Department immediately of any plant upset or accidental leakage or release of landfill gas. A written report of the cause of any plant upset and the corrective measures taken by the facility operator, shall be provided to the Conservation and Development Department within 72 hours after resolving an emergency.	Not Yet Required	Condition Acknowledged. To date there have been no incidents of plant upset or accidental leakage or release of landfill gas.
36.11	Stormwater Pollution Prevention Plan (SWPPP). Landfill Gas Power Plant operator shall implement the Keller Canyon SWPPP (prepared in 1996 and as may be amended from time to time), for water resources protection measures in case of spill of coolant, oil, or other lubricant.	In Compliance. On-Going	The landfill operator complies with the current SWPPP for the site. Any stormwater from the landfill gas power plant is included in the site drainage system in accordance with the WDRs and SWPPP. The landfill gas power plant processes do not use or discharge water, and a SWPPP specifically for the landfill gas power plant does not exist. For addressing potential spills of operating fluids, the landfill gas power plant operator submits annual plans and reports to Contra Costa Health Services in compliance with the California Environmental Reporting System (CERS). The plant's CERS ID for CCEH's California Accidental Release Prevention Program (CUPA) is 10479961. See AMERESCO (Keller Canyon, LLC) Industrial Storm Water Pollution Prevention Plan dated October 2009.
36.12	Facility Design. Power Plant facilities shall be painted Bronze Olive or other suitable color as approved by the Conservation and Development Department. Power Plant operator shall install a perimeter security fence to enclose the power plant.	Completed	Building color was approved by the County and a perimeter fence was constructed.

EXHIBIT D - Compliance Status Table: Keller Canyon Landfill Land Use Permit 2020-89 Conditions of Approval

COA #	Condition Title & Description	Compliance Status	Comments
36.13	<p>Power Plant Landscape Plan. A Landscape Plan for the Power Plant site shall be submitted subject to the approval of the Conservation and Development Department. The location and types of landscaping proposed along the security fence shall be specified.</p>	In Compliance. On-Going	<p>UPDATE: A Landscape Plan was submitted to DCD staff on December 9, 2016 per this condition. The landscape plan has not yet been implemented. The power plant site and immediately adjacent operations areas are currently the subject of feasibility studies for upgrade of the landfill gas collection and processing infrastructure, and potential modifications to other landfill infrastructure. Construction in the adjacent operations areas could result in the destruction and removal of any landscaping installed under the December 2016 plan.</p> <p>Landscaping Plan initially submitted in 2006 and again along with other plans/drawings submitted in order to have the Building Permit(s) issued in 2007. The original landscaping that was installed to meet this condition died as a result of California's drought conditions. Although the view of the proposed power plant and the other landfill environmental management facilities from neighboring residences is obstructed by topography.</p>
36.14	<p>Construction. Upon completion of construction, all construction materials, including packaging materials, worker facilities, and debris will be removed from the site. Additionally during construction all excess materials shall be removed periodically, as needed.</p>	Completed	Construction materials were removed from the site upon completion of construction per this condition.
36.15	<p>Material Recycling. Whenever feasible, all oils, lubricants, and coolant shall be recycled rather than disposed. Prior to issuance of a building permit, the applicant shall submit a Debris Recovery Plan. Upon completion of construction, the applicant shall submit a Debris Recovery Report.</p>	Completed	A Debris Recovery Plan was submitted to the Community Development Department on January 11, 2007 and approved by the department on January 12, 2007 (CDD Letter from L. Thompson to Ameresco). All oils, lubricants, and coolants are recycled. Final inspection hold was released at the time the Debris Recovery Report was submitted, however staff has been unable to locate hardcopy documentation.
36.16	<p>Implementation & Compliance Monitoring. The operator shall provide payment for costs associated with the Conservation and Development Department's monitoring of implementation and compliance with these Conditions of Approval.</p>	In Compliance. On-Going	Landfill gas power plant operator has issued any payments required for DCD monitoring costs.
36.17	<p>Surcharge. A surcharge, if established by the County Board of Supervisors, shall be paid to the County, by the operator, related to the sale of landfill gas or the sale of electricity produced by burning said gas.</p>	In Compliance. On-Going	The County Board of Supervisors established a 1.5% surcharge at the time the Landfill Gas Power Plant was approved which began operation in 2009. This 1.5% surcharge of gross revenue is for the period of year one through ten of the project operations and raised to two percent 2% of gross revenue during year eleven through the life of the project. Landfill gas power plant operator has routinely issued payment as required by this condition.



City of Pittsburg
65 Civic Avenue
Pittsburg, California 94565-3814

May 18, 2021

Clerk of the Board
Contra Costa County Board of Supervisors
Supervisor John M. Gioia, District I
Supervisor Candace Anderson, District II
Supervisor Diane Burgis, District III
Supervisor Karen Mitchoff, District IV
Supervisor Federal D. Glover, District V
Board Chamber, Administration Building
1025 Escobar Street
Martinez, CA 94553

Re: Item D.2 – Hearing to Consider Accepting a Permit Review Report for the Keller Canyon Landfill Land Use Permit, as Recommended but the County Planning Commission

Honorable Members of the Board of Supervisors:

The City of Pittsburg appreciates that the front cell at Keller Canyon Landfill (KCL) has been temporarily closed pending permanent closure. It has decreased odors as we stated it would in previous comments to the Board and the Planning Commission. This has benefitted the community.

However, the City is still highly concerned about the following issues regarding the review of Keller Canyon Landfill's Land Use Permit:

- Visual Issues (Conditions 22.1-22.4 of the Land Use Permit); A select number of trees were planted to try and screen activity at the landfill, but a number of trucks can be seen daily driving up the side of the landfill, parked, waiting to offload and dumping material on the landfill area above the closed front cell above the berm. It can be seen from many different angles and is unsightly for our community. Page 1-139; of the Environmental Impact Report, Impacts and Mitigation Measures states "Landfill activities, such as the dumping of waste material and operations involving compacting and covering waste material would not be visible to the public."
- Dust & Litter: As a result of the dumping activity visibly occurring, dust and litter can be seen escaping the working face at the landfill where material is being dumped.
- Contingency Program (Condition 20.8): Keller Canyon Landfill 'Litter Control & Prevention Plan' has a high wind controls measure to monitor and manage litter

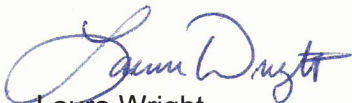


which also included temporarily suspending the acceptance of refuse. The Plan needs to be reviewed to see if KCL is following the procedures and how often the form is being completed documenting their efforts. In addition, with the PG&E Public Safety Power Shutoffs conditions raising concerns with additional events predicted this year, operations and procedures warrant review to ensure conditions at the landfill are operating in accordance with local criteria for the safety of the community.

- Radiological Testing: The City of Pittsburg respectfully disagrees with the recommendation of not conducting environmental field samples for radiological material from Hunter's Point Naval Shipyard. Contaminated material was documented as being received whereby the documents indicated it was clean. Only by chance, was the mistake caught and then the contaminated material removed and excavated from the landfill when these errors were discovered. Other contaminated loads could have been received and buried and noted as clean in the documents. Therefore, sampling should be conducted for the safety of the community.
- Contaminated Soil: Lastly, the City hopes the large quantity of contaminated soil KCL is accepting, as described and stated in the November 9, 2020 Community Meeting as daily cover, is adhering to the strict acceptance criteria as outlined in Keller Canyon Landfill's Bay Area Air Quality Permit.

Based on these issues above, the City requests that the review timelines be annual before the Board of Supervisors and not just the Planning Commissions. This will be more critical with the updated EIR being prepared to expand the operation at Keller Canyon Landfill. The updated Land Use Permit should have many of these conditions as well as new ones identified to be more respectful of environmental impacts that the community has to endured with its close operation proximity as well as have these be reviewed and reported annually to the Board of Supervisors.

Respectfully,



Laura Wright
Environmental Affairs Manager

cc. Mayor Marilyn Craft
Vice-Mayor Holland Barrett White
Councilmember Jelani Killings
Councilmember Juan Antonio Banales
Councilmember Shanelle Scales-Preston
Garrett Evans, City Manager



**Contra
Costa
County**

To: Board of Supervisors
From: John Kopchik, Director, Conservation & Development Department
Date: May 18, 2021

Subject: Appeal of County Planning Commission’s Approval of CDVR19-01051

RECOMMENDATION(S):

1. OPEN the public hearing on an appeal of the County Planning Commission’s approval of a small lot design review, and associated variances and exception, for 58 Canyon Lake Drive in the Port Costa area (County File #CDVR19-01051), RECEIVE testimony, and CLOSE the hearing.
2. DENY the appeal by Ryan DeGooyer.
3. APPROVE the small lot design review, including an exception to storm drain easement requirements to allow a 2.5-foot width between the residence and outside wall of the existing culvert on the subject property.
4. APPROVE variances to allow: a 1-foot, 10-inch side setback along the western boundary, an 8-foot, 9-inch side setback along the eastern boundary, and a 10-foot, 7-inch aggregate side yard setback for the residence; a 0-foot side setback along the western and east boundaries and a 17-foot, 6-inch setback from the northern boundary for a retaining wall; and a 0-foot side setback along the eastern boundary for two tandem off-street parking spaces in an existing driveway.

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **05/18/2021** 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: May 18, 2021

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

Contact:
925-655-2877

By: , Deputy

cc:

RECOMMENDATION(S): (CONTD)

5. APPROVE the attached findings in support of the project.
6. APPROVE the attached project conditions of approval.
7. DETERMINE that the project is exempt from the California Environmental Quality Act (CEQA) under CEQA Guidelines Section 15301(d) and (e) (Existing Facilities).
8. DIRECT the Department of Conservation and Development to file a CEQA Notice of Exemption with the County Clerk.

FISCAL IMPACT:

None. The applicant has paid the necessary application deposit and is obligated to pay supplemental fees to recover additional costs associated with the application process.

BACKGROUND:

This hearing is to consider an appeal of the County Planning Commission's February 10, 2021 decision to deny an appeal and approve the project.

GENERAL INFORMATION

Site Description: The subject property, assessor's parcel number 368-145-024, is located at 58 Canyon Lake Drive in Port Costa. The property is a 3,300-square-foot rectangular lot with a 33-foot average width. The property is located between Canyon Lake Drive on the south and Prospect Avenue on the north, and thus has two frontages. The main entrance of the residence faces Canyon Lake Drive. The project site is relatively flat; however, the subject property begins to rise steeply towards Prospect Avenue. One man-made watercourse runs within the boundaries of the subject property through an approximately 4-foot-wide underground drainage culvert for Bull Valley Creek in a generally southwest to northeast direction between the sloped area of the lot and the northern extent of the existing home.

The existing single-family residence was constructed in 1939 and is a 639-square-foot, one-story, two-bedroom, and one-bathroom bungalow with an overall height of approximately 14 feet. The residence and deck were damaged by a fire in June of 2019 and are currently uninhabitable. The property contains one mature tree and limited other landscaping. None of the trees are code-protected or will be encroached upon by the proposed development.

General Plan:

Land Use Designation: The project site is located within a Single-Family Residential-High Density (SH) General Plan land use designation. The proposed fire damage repair, new accessory structures, and addition of living area to the existing single-family residence are consistent with the uses allowed within this designation. This designation allows between 5.0 and 7.2 single-family units per net acre and the proposed residential improvements will not change the density of residential development for this site.

Specific Geographic Area Policies: General Plan Policies for the Port Costa Area generally pertain to multiple-family residential and commercial development, establishment of a recreational area, and preservation of the open space surrounding the town, and thus do not apply to improvements such as those proposed as part of this project.

Zoning:

R-6 Zoning District Standards: The subject property is located within a Single-Family Residential (R-6)

Zoning District. The intent of the R-6 Zoning District is to provide for the orderly development of high density, single-family residential uses, accessory structures, and uses normally auxiliary to them. The project involves constructing repairs and additions upon an existing residence, which is consistent with uses allowed in the R-6 district.

PROJECT DESCRIPTION

The applicant requests approval of variances to setback requirements, a small lot design review, and an exception to storm drain easement requirements, to allow fire damage repairs and living space additions for an existing residence, replacement of a retaining wall, and off-street parking accommodations.

The project consists of the following elements:

- Variance to allow a 1-foot, 10-inch side yard (where 5 feet is required) along the western property boundary; an 8-foot, 9-inch side yard (where 10 feet is required) along the eastern property boundary; and a 10-foot, 7-inch side yard aggregate (where 15 feet is required) all to allow the construction of 1st and 2nd story additions to an existing single-family residence and a new wooden deck;
- Variance to allow a 0-foot side yard (where 3-feet is required) and a 17-foot, 6-inch setback (where 20-feet is required) to allow the construction of a retaining wall over 3-feet in height;
- Variance to allow a 0-foot side yard (where 5 feet is required) to allow two, tandem off-street parking spaces in an existing driveway;
- Exception for a 2-foot, 6-inch width (where 3 feet is required) from the outside culvert wall to the building footprint pursuant to the requirements of storm drain easements of Section 914-14.004;
- Small Lot Design Review approval to allow a new 90 square-foot, above-ground wading pool and all the improvements described above on a substandard parcel.

The proposed, approximately 185 square-foot addition on the lower level and the new, approximately 957 square-foot 2nd story addition, would provide for larger living areas, additional bedrooms, and access to the new wading pool and wooden deck at the rear of the home. A new concrete retaining wall approximately 6 feet in height is proposed to replace the existing wood retaining wall located north of the residence. The property has an existing driveway that runs between the residence and the eastern property line, but there is inadequate space for a garage. Therefore, two tandem off-street parking spaces, as allowed pursuant to Section 82-16.404(d) of the County Ordinance, are proposed for accommodation within the existing driveway.

COUNTY PLANNING COMMISSION HEARING AND DECISION OF FEBRUARY 10, 2021

The matter was initially heard and approved by the County Zoning Administrator on July 6, 2020. One letter of appeal was received on July 16, 2020, and the appeal was heard by the County Planning Commission (CPC) during a hearing on February 10, 2021. During the public hearing, testimony was accepted from the applicant, appellants (Chris Palacio and Ryan DeGooyer), and members of the public. After taking testimony and a presentation of project analysis by County staff, the CPC denied the appeal and approved the project with modifications, including a new variance to allow a 17-foot, 6-inch front setback (where 20 feet is required) for a retaining wall, a new exception for a 2-foot, 6 -inch width (where 3 feet is required) from the culvert wall to the building footprint, and an additional condition of approval requiring the dedication of a private storm drain easement (COA #14).

APPEAL OF THE COUNTY PLANNING COMMISSION’S FEBRUARY 10, 2021 DECISION

On February 19, 2021, an appeal of the County Planning Commission’s approval of County File #CDVR19-01051 was filed by Ryan DeGooyer. The main points of the appeal are summarized below, followed by staff responses.

APPEAL OF RYAN DEGOOYER

1. The County misapplied its setback requirements and the applicant was allowed to swap front and back yard setbacks without requesting a 15-foot front yard variance for the residential structure.

Staff Response: In their appeal letter, the appellant describes the property as a “through-lot” and, as opposed to a corner lot, is required to have a 20-foot front setback from Canyon Lake Drive to the main structure and a 15-foot rear yard on Prospect Avenue. There is no definition of a “through-lot” in the County’s zoning code. Although the subject property is not located on the corner of two intersecting streets or roads, its southern and northern property boundaries front Canyon Lake Drive and Prospect Avenue. Section 82-12.202 of the County Ordinance Code states that:

The setback lines established by Divisions 82 and 84 shall apply wherever any boundary line of a lot or parcel of land is common with the boundary line of any state highway, public road, or street.

When a parcel abuts a public road on two parcel boundary lines, staff identifies the parcel as having two frontages. For example, a corner parcel that abuts two public roads has two frontages. Similarly, a parcel that is between two roads—as the subject property is situated—also has two frontages. Therefore, County Code Section 84-4.1006 regarding rear yard setbacks is not applicable to the subject property. The R-6 zoning district requires a principal frontage of at least 20 feet and requires a secondary frontage of at least 15 feet for a corner lot. The County has previously applied the same primary and secondary front yard setback requirement for any parcel with two frontages.

In addition, the principal frontage is not associated with the “front door” of a structure. The County has, historically, allowed applicants the opportunity to set the configuration that best suits the project or needs of properties with two frontages. Thus, in order to reduce structural encroachment into the drainage easement area for the existing culvert, the applicant revised the design prior to the CPC hearing to shift the residence southward approximately 10 feet resulting in the proposed setbacks. As proposed, the 15-foot secondary front yard setback at Canyon Lake Drive and the 20-foot primary front yard setback at Prospect Avenue for the residential structure is consistent with the R-6 zoning district standards. Because the proposed 15-foot front setback for the residential structure is consistent with the R-6 zoning district, a variance is not required.

2. The applicant’s drawings incorrectly depict the size and location of the culvert resulting in a miscalculation of the required easement.

Staff Response: According to the appellant and their surveyor, Foresite Engineering Surveys and Utility Studies, the dimensions of the culvert below the appellant’s property “could be” approximately 5 feet wide with structure walls approximately 18 to 24 inches thick. However, the hand drawn diagram included with the appellant’s letter appears to indicate that the “Conc. & Brick” culvert is approximately 52 inches (4 feet, 4-inches) in width by 48 inches (4 feet) in height. In January of 2020, the applicant

obtained a topographic survey of the subject property prepared by St. John Land Consulting indicating the location of a 4-foot-wide culvert across the subject property. This topographic survey was not submitted to the Department of Conservation and Development, Community Development Division (CDD) prior to the July 6, 2020, Zoning Administrator (ZA) hearing, nor was the culvert shown on the architectural drawings and site plans submitted prior to that hearing. Additionally, there were inconsistencies between the revised plans submitted for the appeal hearing before the Planning Commission and the January of 2020 topographic survey. Therefore, the applicant submitted revised plans on March 5, 2021 that are based on the topographic survey of St. John Land Consulting, and that indicate the proposed residential improvements will not encroach on the culvert.

Because the two culvert surveys performed thus far do not agree, staff recommends that the project be conditioned to require a field survey prior to obtaining a building permit, either by “pot-holing” the culvert’s physical location or by another underground location assessment (COA #12). The pot-holing method is administered by starting with a small hole approximately 8 to 12 inches in diameter, and then using a vacuum excavator to dig down until the utility is located. This will allow for visual confirmation of the culvert location and size, while avoiding the use of shovels or a backhoe that could potentially cause damage.

The appellant is also concerned that the proposed residential addition would be built on top of the drainage easement and close to the wall of the culvert, which may “cave in the culvert and result in flooding damage to [their] home.” However, as shown in the appellant’s Topographic Survey of their property and the “closed conduit” mapping overlay included in their letter, several existing structures have been built on top of the culvert, including the appellant’s garage. It is unknown when these accessory structures were built on top of the culvert, and staff is unaware of any documentation indicating that they have caused the culvert to cave in or have caused additional flooding in the area. Nevertheless, staff recommends that the project be conditioned to require a report from a licensed structural engineer be submitted prior to issuance of a building permit verifying that the new residence foundation would not compromise the existing culvert (COA #13).

Finally, the appellant expresses concern that the proposed drainage easement and exception request is solely advantageous to the applicant and detrimental to the safety of the community. Generally speaking, the intent of a private drainage easement is to ensure that the drainage (e.g., culvert) is accessible in the event that it requires maintenance or replacement. Thus, the proposed drainage easement would be for the benefit of the appellant, whose property is located east of the subject property, and the surrounding community that benefits from the working culvert. Staff has recommended several conditions of approval to provide assurance that the proposed improvements or identified easement width would not compromise the culvert structure or cause additional flooding, including a required compliance review (COA #6), a field survey to determine the exact dimensions and location of the culvert (COA #12), and a report from a licensed structural engineer verifying that the new residence foundation would not compromise the existing culvert (COA #13). Additionally, because the subject property lies within Special Flood Hazard Area Zone A, the applicant must calculate and establish the base flood elevation (B.F.E.) of the parcel and obtain, if required, a floodplain permit from the Public Works Department prior to building permit issuance (COA #11).

3. The appellant requests a neutral third party to map the culvert.

Staff Response: Staff has recommended incorporation of COA #12, which requires the applicant to obtain a field survey (e.g., “pot-holing” or other approved underground location assessment), that can identify the precise location and dimensions of the culvert. This condition should resolve any remaining uncertainty of the culvert location and/or location because it allows for visual assessment of the actual infrastructure on the project site, rather than approximations based on plans or inspection of other

portions of the culvert.

4. The appellant requests the Board of Supervisors give the planner, appellant, and applicant time to work together to determine a true and accurate location and width of the culvert.

Staff Response: The applicant has indicated to County staff that they do not wish to meet with or further discuss this matter with the appellant after obtaining a licensed surveyor. Therefore, staff has proceeded with the application review and appeal process based on the information provided by both parties.

The dispute over the size and location of the culvert is best resolved by an onsite investigation, which includes excavation and visual inspection of the existing culvert. Therefore, staff recommends two new conditions of approval which would require that a field survey (e.g., “pot-holing” or other approved underground location survey) be administered to determine the exact dimensions and location of the culvert, and that a report from a licensed structural engineer be submitted to verify that the new residence foundation would not compromise the existing culvert (COA #11 and #12).

5. The home is too large for the lot.

Staff Response: As discussed in the Small Lot Design Review findings prepared by staff, the 1,142-square-foot addition will increase the size of the existing 639 square-foot residence to 1,781 square feet. Based on available information, nearby residences in the Port Costa area generally range in size from approximately 662 square feet to 5,141 square feet, with many located on similarly substandard lots. Therefore, the residence will remain compatible with other residences in the vicinity regarding size.

CONSEQUENCE OF NEGATIVE ACTION:

In the event that the Board of Supervisors grants the appeal, the applicant will not obtain the required Variance, Design Review, and Exception entitlements needed to allow the proposed additions and repair work for the fire-damaged residence. The applicant and owners, Ryan Bosworth and Tommy Tran, would be unable to move forward with the project as proposed.

ATTACHMENTS

Findings_COAs

Appeal Letter

Appellant Survey_Foresite

Applicant Topographic Survey

Project Plans

Agency Comments

PowerPoint Presentation

**FINDINGS and
CONDITIONS OF APPROVAL**

**FINDINGS AND CONDITIONS OF APPROVAL FOR COUNTY FILE #CDVR19-01051,
RYAN BOSWORTH (APPLICANT) AND RYAN BOSWORTH & TOMMY TRAN
(OWNERS)**

FINDINGS

I. Variance Findings

- 1. Required Finding:** *That any variance authorized shall not constitute a grant of special privilege inconsistent with the limitations of other properties in the vicinity and the respective land use district.*

Project Finding – Living Space Addition and Wooden Deck: The subject property is within the Port Costa, which was established in the 1880s, although many of the lots were developed in the early 1900s. Many homes in the immediate vicinity were constructed prior to the adoption of the County zoning ordinance and thus have side yards that are substandard to today's requirements. The project involves constructing 185-square-foot first floor, and 951-square-foot second floor additions to an existing single-family residence, as well as a new wooden deck. Like many properties in the surrounding area, the subject property is substandard with respect to the 6,000-square-foot minimum lot size and 60-foot minimum average lot width for the R-6 zoning district. The living space addition will be constructed at the same distance from the side property lines as the existing residence but will extend the residence slightly further south on the site. The new wooden deck with a 1-foot, 10-inch side yard on the western property boundary reduces the impact of the current substandard side yard of the existing deck which is 6-inches from the west property line. The living space addition results in a 1,775-square-foot residence that remains in the range of house sizes in the area. In the R-6 Single-Family Residential district, one detached single-family dwelling, plus accessory structures, is an allowed use. As improvements to older homes on substandard lots in the area occur, it is expected that other property owners will be faced with similar setback challenges. Consequently, according to CDD records, five other properties within Port Costa have been granted similar side yard variances for additions, most recently as 2001. Thus, approval of this variance request for a living space addition and wooden deck is not a grant of special privilege considering the, current siting of the residence and similar development pattern of the surrounding area.

Project Finding – Retaining Wall: The project involves constructing a concrete retaining wall up to 6 feet in height to replace an existing wooden retaining wall for the improved safety and secure use of the rear yard. As conditioned, the project will not constitute a grant of special privilege in this part of the County where nearby residences face similar circumstances due to the steep and varied topography in the area. The new retaining wall is a reasonable remedy to an existing hazardous situation and is largely a replacement of an existing structure.

Project Finding – Tandem Off-Street Parking Spaces: The existing driveway and parking area is located on the eastern side of the subject property and provides for up to two, 8-foot, 8-inch-wide tandem off-street parking spaces with a 0-foot side yard (where 10 feet is required). Like other narrow properties in the Port Costa area, there is little usable land outside of the side yard of the property to provide two off-street parking spaces as required by the R-6 zoning district. Therefore, approving the variance for a 0-foot side yard for two tandem off-street parking spaces will not constitute a grant of special privilege inconsistent with the limitations of other properties in the vicinity.

- 2. Required Finding:** *That because of special circumstances applicable to the subject property because of its size, shape, topography, location or surroundings, the strict application of the respective zoning regulations is found to deprive the subject property of rights enjoyed by other properties in the vicinity and within the identical land use district.*

Project Finding – Living Space Addition and Wooden Deck: The special circumstance of the substandard side yards of the property was created when the house was built in 1939. The existing single-family residence was built on the 3,300-square-foot lot with a 1-foot, 10-inch side yard along the western property boundary, and an 8-foot, 9-inch side yard along the eastern property boundary. Therefore, although they will not encroach further into the side yard areas than the existing construction, the 1,142-square-foot addition and the new wooden deck do not conform to the requirements of the R-6 Single-Family Residential District. However, the property's buildable area is constrained by the substandard size of the lot as well as the substandard, 33-foot average width, and if enforced, the R-6 zoning district standards would leave the lot with a developable width of only 18 feet. Many feasible options for expanding the existing residence or rebuilding the residence would likely require a variance. In addition, other properties in the vicinity have been granted similar side yard variances for additions to expand their living space. Thus, due to the special circumstances applicable to the subject property, granting of the variance request is necessary to ensure that the current rights available to the subject property are preserved, similar to how properties in the vicinity and within the R-6 zoning district continue to enjoy similar privileges.

Project Finding – Retaining Wall: As is the case with many of the lots in the project vicinity, the topography at the northern area of the subject property is a special circumstance. The northern area of the property abuts a steep upward slope to a roadway and hilly open space. The applicant's proposal to replace the existing wooden retaining wall with a concrete retaining wall will structurally support the hillside and increase the safety and enjoyment of the property. Placing the retaining wall elsewhere on the subject property, outside of the setback, would not accomplish this goal and would constitute a loss of usable, flat land for the owner. Rebuilding the existing retaining wall will allow the property owner to take

advantage of property rights enjoyed by other properties in the vicinity and within the identical land use district.

Project Finding – Tandem Off-Street Parking Spaces: There is little usable land outside of the side yard of the property to provide two off-street parking spaces as required by the R-6 zoning district. Denying the variance for a 0-foot side yard for two tandem off-street parking spaces will deprive the subject property of rights enjoyed by other properties in the vicinity and within the R-6 Single-Family Residential District.

3. Required Finding: *That any variance authorized substantially meets the intent and purpose of the respective land use district in which the subject property is located.*

Project Finding: The intent and purpose of the R-6 Single-Family Residential District is to promote the orderly development and maintenance of residential uses and the accessory structures and uses normally auxiliary to a single-family dwelling. This includes allowing residential dwelling improvements and additions compatible with the surrounding neighborhood. The variance will allow the property owners to construct additions and a new wooden deck to their existing single-family residence that will be compatible with other single-family residences in the vicinity. The location, design, and height of the retaining wall does not hinder the intent and purpose of the respective land use district, but instead supports the steep hillside on and behind the subject property, thereby increasing safety for the property owners. The variance will allow the property owners to provide for two off-street parking spaces as intended by the R-6 zoning district. The use of the subject property will remain residential, with one single-family residence.

II. Small Lot Design Review Findings

Prior to the issuance of a building permit on a substandard lot, the Zoning Administrator must review the proposed structure's compatibility and impact on the surrounding neighborhood in terms of the following:

Location: The existing residence is located towards the center of the property and is setback approximately 25 feet from the street frontage on the south and 35 feet from the frontage on the north, with a 1-foot, 10-inch side yard on the west and an 8-foot, 9-inch side yard on the east. As designed, the additions extend the home approximately 10 feet towards the southern property line, while the footprint at the rear of the home is maintained. With the proposed 15- and 34-foot front setbacks, the residence will maintain a fairly central position on the property with respect to the two frontages and will maintain the side yard footprints of the residence. The wooden deck and wading pool are located at the rear of the house between the retaining wall and the base of the sloped area of the lot, which are the most ideal locations for these improvements and provide a private, outdoor

area for the property owners to enjoy. In addition, the retaining wall needs to be at base of the slope and to encroach within the side yard and primary frontage to retain the hillside. Generally, the residence and improvements remain consistent with the development pattern found in the surrounding Port Costa neighborhood.

1. **Size:** The 1,142-square-foot addition will increase the size of the residence to 1,781 square feet. The total building footprint of the residence, new wooden deck, and wading pool is approximately 1,131 square feet, which equates to approximately 34% coverage of the 3,300 square-foot lot. Nearby residences generally range in size from approximately 662 square feet to 5,141 square feet. Therefore, the residence will remain compatible with other residences in the vicinity regarding size.
2. **Height:** The 2nd floor addition will increase the height of the residence to 30 feet, 10-inches, which is below the maximum 35-foot height allowed in the R-6 zoning district. The height of the two-story home is consistent and compatible with the adjacent two-story homes and other two-story residences in the vicinity. The new concrete retaining wall will range from approximately 1 foot to up to 6 feet in height and is consistent with similar walls used to retain earth for the safety and enjoyment of a residential property.
3. **Design:** The neighborhood mainly consists of homes bungalow, craftsman, stick, Queen Anne, and cottage architectural styles. The contemporary Queen Anne design style of the living space addition and balconies complies with design guidelines for the Port Costa Historic District and is compatible with the architectural styles in the area.

III. Exception Request Findings

The applicant has submitted an exception request in accordance with Chapter 92-6 of the County Code. Below is a list of the required exception findings along with staff's discussion of their existence for the proposed project:

1. **Required Finding:** *That there are unusual circumstances or conditions affecting the property.*

The applicant is proposing an alteration of an existing structure within a historic district where neighboring primary and secondary structures are constructed in close proximity to one another and encroach on various County prescribed setbacks. The applicant's lot is sub-standard in size, with the total lot size representing approximately one-half (3,300 square feet) of the standard lot size with an R-6 zoning designation. The property is traversed sub-grade by a public sewer line, for which the applicant has received an encroachment permit, and a storm water culvert, for which the applicant is proposing an easement that adheres to the standard County prescribed guidelines for new construction, with exception

of the nominal building encroachment on the western portion of the lot as outlined in the submitted plan set.

2. **Required Finding:** *That the exception is necessary for the preservation and enjoyment of substantial property rights of the Applicant.*

Given the sub-standard size of the existing lot, the County storm water setback requirements would render nearly 10% of otherwise usable lot square footage as unusable to construct a primary structure. When combined with the prescribed County primary and secondary building setback requirements, these standard setback requirements as applied to the applicant lot would render approximately 60% of the total lot size as unusable for the construction of a primary structure. As such, the magnitude of the proposed storm drain easement is substantial when compared to the total lot size.

Additionally, given the relatively narrow width of the existing/proposed building (approximately 20 feet) and the asymmetric path of travel west-to-east across the property line, reducing the primary structure size in order to strictly conform to the prescribed storm drain easement requirements has a substantial impact ipso facto on the overall structure dimensions outside of the setback. Reducing the proposed building footprint to conform to the standard prescribed storm drain easement would, therefore, create an additional, unintended burden on the applicant for the portion of the house that does not encroach on the proposed storm drain easement area. The proposed overall structure and improvements as submitted are, as outlined by the County staff findings, consistent with the other neighboring structures with the historic neighborhood and R-6 zoning.

3. **Required Finding:** *That the granting of the exception will not be materially detrimental to the public welfare or injurious to other property in the territory in which the property is situated.*

Considering the nominal dimensions of the encroachment into the proposed standard storm drain easement area and the relative positioning of adjacent neighboring structures within the historic district to the storm water pipe, the granting of this exception will not be materially detrimental nor injurious to other property.

IV. CEQA Findings

The proposed project is exempt from review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301(e) that exempts additions to existing structures that are less than 2,500 square feet or do not exceed 50 percent of the existing structure, whichever is less, and Section 15301(d) that exempts restoration or rehabilitation of damaged structures to meet current standards of health and safety.

CONDITIONS OF APPROVAL FOR COUNTY FILE #CDVR19-01051

Project Approval

1. **Variance approval** is granted for the following:
 - A 1-foot, 10-inch side yard (where 5 feet is required) along the western property boundary; an 8-foot, 9-inch side yard (where 10 feet is required) along the eastern property boundary; and a 10-foot, 7-inch side yard aggregate (where 15 feet is required) all for first and second story additions to an existing single-family residence and a wooden deck;
 - A 0-foot side yard along the western property boundary (where 3 feet is required) and a 17-foot, 6-inch front setback along the northern boundary for a retaining wall over 3-feet in height; and
 - A 0-foot side yard along the eastern property boundary (where 10 feet is required) for two tandem off-street parking spaces.
2. **Small Lot Design Review approval** is granted to allow the construction of living space additions, covered balcony and porch additions, a new wooden deck and wading pool, and a retaining wall all as shown on the approved plans.
3. **Exception approval** is granted for a 2.5-foot building footprint clearance (where 3-feet is required) from the culvert wall, as determined by a County approved field survey. The overall easement width required pursuant to the County Ordinance Code is preserved.
4. The approvals described above are granted based on and as shown on the following documents:
 - Application and materials received by the Department of Conservation, Community Development Division (CDD) on November 18, 2019.
 - Topographic Survey received on February 24, 2021.
 - Revised project plans received on March 5, 2021.

Any deviation from the approved plans shall require review and approval by the CDD and may require the filing of an application for a new Variance or Small Lot Design Review Permit.

General Provisions

5. Grading and building permits from the County shall be obtained, as necessary, for any development approved as part of this permit.

6. **At least 30 days prior to CDD stamp-approval of plans for issuance of a building or grading permit or initiation of uses granted under this permit, whichever occurs first,** the applicant shall submit a report in compliance with the conditions of approval of this permit for review and approval of the CDD. The report shall list each condition followed by a description of what the applicant has provided as evidence of compliance with that condition. The CDD may reject the report if it is not comprehensive with respect to the applicable requirements for the requested permit. The permit compliance review is subject to staff time and materials charges, with an initial deposit of \$1,500.00 for DCD review, which shall be paid at the time of submittal of the compliance report.

Historical Resources (Port Costa Historic District)

7. **Prior to CDD stamp-approval of plans for the issuance of building permits,** the applicant shall submit a color palette for the exterior of the residence to staff of the CDD for review and approval.
8. **Prior to final building inspection,** applicant shall submit as-built color photographs to staff of the CDD for review and verification that the approved elevations (including design and shown exterior building materials) were correctly executed on site.

Application Costs

9. This variance permit application was subject to an initial deposit of \$1,000.00. Applications are subject to time and material costs if the application review expenses exceed the initial deposit. **Any additional fees due must be paid prior to an application for a grading or building permit, or 60 days of the effective date of this permit, whichever occurs first.** The fees include costs through permit issuance and final file preparation. Pursuant to Contra Costa County Board of Supervisors Resolution Number 2019/553, where a fee payment is over 60 days past due, the Department of Conservation and Development may seek a court judgement against the applicant and will charge interest at a rate of ten percent (10%) from the date of judgement. The applicant may obtain current costs by contacting the project planner. A bill will be mailed to the applicant shortly after permit issuance in the event that additional fees are due.

Construction Restrictions

10. The owners and their contractors shall comply with the following restrictions and requirements:
 - A. All construction activities, including delivery of construction materials, shall be limited to the hours of 8:00 A.M. to 5:00 P.M., Monday through Friday, and are prohibited on State and Federal holidays on the calendar dates that these holidays are observed by the State or Federal government as listed below:

New Year's Day (State and Federal)
Birthday of Martin Luther King, Jr. (State and Federal)
Washington's Birthday (Federal)
Lincoln's Birthday (State)
President's Day (State and Federal)
Cesar Chavez Day (State)
Memorial Day (State and Federal)
Independence Day (State and Federal)
Labor Day (State and Federal)
Columbus Day (State and Federal)
Veterans Day (State and Federal)
Thanksgiving Day (State and Federal)
Day after Thanksgiving (State)
Christmas Day (State and Federal)

For details on the dates the State and Federal holidays occur, please visit the following websites:

Federal: <http://www.federalreserve.gov/aboutthefed/k8.htm>

State: <http://www.sos.ca.gov/state-holidays/>

- B. Transporting of heavy equipment and trucks shall be limited to weekdays between the hours of 9:00 AM and 4:00 PM and prohibited on Federal and State holidays.
- C. A good faith effort shall be made to avoid interference with existing neighborhood traffic flows and to minimize project-related disruptions to adjacent properties.
- D. Construction equipment and materials shall be stored onsite.
- E. The construction site shall be maintained in an orderly fashion. Litter and debris shall be contained in appropriate receptacles and shall be disposed of, as necessary.
- F. Any debris found outside the site shall immediately be collected and deposited in appropriate receptacles.
- G. All stationary noise-generating equipment such as air compressors and concrete pumps shall be located as far away from adjacent residences as possible.

Drainage Culvert

- 11. At least **45 days prior to the issuance of any building or grading permit**, the property owner must calculate and establish the Base Flood Elevation (B.F.E) and

submit to the Contra Costa County Public Works Department and CDD for consideration and verification. The property owners may need to obtain a 1010 Drainage Permit due to the existence of a culvert and Bull Valley Creek traversing the subject property.

12. **Prior to CDD stamp-approval of plans for issuance of a building permit**, the applicant shall obtain a field survey based on “pot-holing” the culvert’s physical location on the subject property, or other approved underground location assessment.
13. **At least 30 days prior to CDD stamp-approval of plans for issuance of a building permit**, the applicant shall submit a licensed structural engineer’s report which verifies that the construction and location of the foundation of the residence will not compromise the structural integrity of the existing drainage culvert, or the culvert wall, based on the location identified in the County approved field survey.

PUBLIC WORKS

CONDITIONS OF APPROVAL FOR PERMIT CDVR19-01051

Applicant shall comply with the requirements of Title 8, Title 9, and Title 10 of the Ordinance Code. Any exception(s) must be stipulated in these Conditions of Approval. Conditions of Approval are based on the site plans submitted to the Department of Conservation and Development, Community Development Division, on October 21, 2020.

COMPLY WITH THE FOLLOWING CONDITIONS OF APPROVAL PRIOR TO ISSUANCE OF A BUILDING PERMIT AND PRIOR TO INITIATION OF THE USE PROPOSED UNDER THIS PERMIT.

14. A private storm drain easement, conforming to the width specified in Section 914-14.004 of the County Ordinance Code, shall be dedicated over the existing storm drain line traversing the site for use of the owners of Lots 15 and 16, Block 3, Town of Port Costa (CC Public Works Map T-173).

Exception

Applicant shall be granted a 2.5-foot width (where 3-feet is required) from the outside culvert wall to the building footprint as determined by the County approved field survey. The overall required easement width prescribed by the Code is preserved.

ADVISORY NOTES

ADVISORY NOTES ARE NOT CONDITIONS OF APPROVAL; THEY ARE PROVIDED TO ALERT THE APPLICANT TO ADDITIONAL ORDINANCES, STATUTES, AND LEGAL

REQUIREMENTS OF THE COUNTY AND OTHER PUBLIC AGENCIES THAT MAY BE APPLICABLE TO THIS PROJECT.

- A. NOTICE OF OPPORTUNITY TO PROTEST FEES, ASSESSMENTS, DEDICATIONS, RESERVATIONS OR OTHER EXACTIONS PERTAINING TO THE APPROVAL OF THIS PERMIT.

Pursuant to California Government Code Section 66000, et seq., the applicant has the opportunity to protest fees, dedications, reservations or exactions required as part of this project approval. To be valid, a protest must be in writing pursuant to Government Code Section 66020 and must be delivered to the Community Development Division within a 90-day period that begins on the date that this project is approved. If the 90th day falls on a day that the Community Development Division is closed, then the protest must be submitted by the end of the next business day.

- B. Additional requirements may be imposed by the following agencies and departments:
- Contra Costa County Building Inspection Division
 - Contra Costa Environmental Health Division
 - Crockett-Carquinez Fire Protection District
 - Crockett Sanitary District
 - Contra Costa Water District

The Applicant is strongly encouraged to review these agencies' requirements prior to continuing with the project.

- C. The Applicant is advised that a subsequent design review or variance approval may be required if the results of the County approved field survey pursuant to COA #12 and/or the structural engineer's report pursuant to COA #13 indicate that the location or design of the residence will need to be altered.

**LETTER OF APPEAL TO
THE BOARD OF SUPERVISORS**

RECEIVED

on 02/19/2021

CDVR19-01051

By Contra Costa County

Department of Conservation and Development

VR-19-1051 APPEAL TO BOARD OF SUPERVISORS

To: Contra Costa Board of Supervisors

Title: Appeal

County File(s): VR-19-1051,

Applicant: Ryan Bosworth

Owners: Ryan Bosworth and Tommy Tran

Site Address/Location: 58 Canyon Lake Drive, Port Costa, California

Commenter: Ryan DeGooyer

Commenter's Address: 54 Canyon Lake Drive, Port Costa, California

Date: February 19, 2021

To Whom it May Concern,

Please accept this letter as a timely appeal of the February 10th, 2021 Planning Commission approval of VR-19-1051.

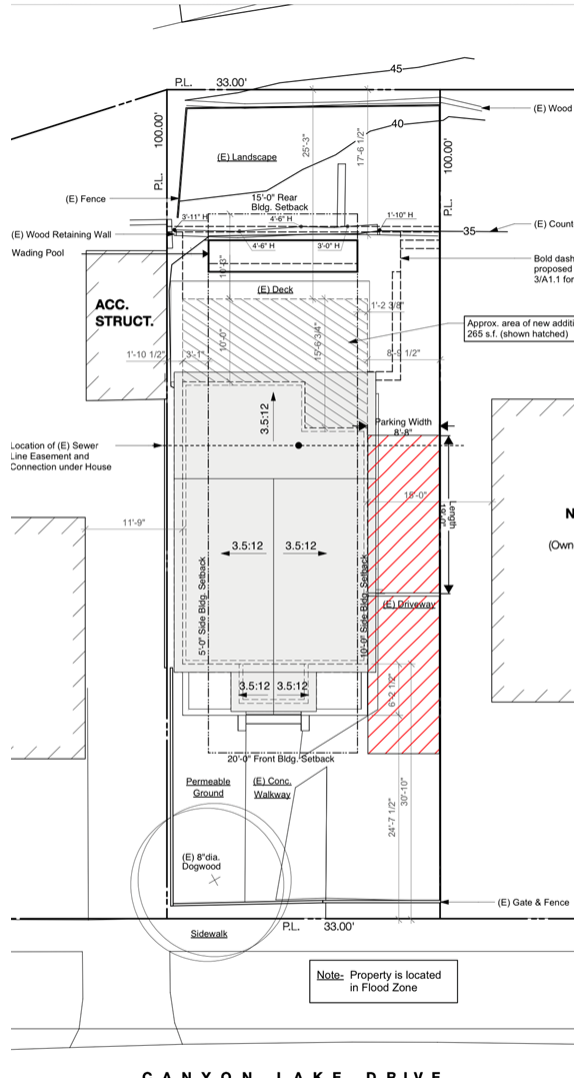
SETBACKS: The Planning Commission abused their discretion when allowing the Applicant to swap front and back yard setbacks (or principal and secondary frontages) in order to build up to 15' on Canyon Lake Drive without requesting a front yard or principal setback variance that would likely be denied. Canyon Lake Drive is the main road driving through Port Costa. While Canyon Lake Drive was correctly identified and approved as the principal setback in the ZA proposal, it was incorrectly identified and approved as the secondary setback in the PC proposal. While the ZA proposal correctly placed the front of the house behind the 20' setback on Canyon Lake Drive, the PC Proposal builds up to 15' on Canyon Lake Drive without requesting a necessary front yard variance. The PC findings were not supported by the evidence as the front of the house and driveway face Canyon Lake Drive, the main road in Port Costa. Additionally, the property has no access to Prospect Avenue a small one lane road cut into a 45-degree angled hill at the rear of the fenced off property. It is an abuse of discretion to approve an inaccessible one lane road at the rear of the property as a primary setback and the two lane road in front of the home as the secondary, especially considering the home and driveway faces the two lane road (Canyon Lake Drive). The switching of setbacks was arbitrary and capricious and produced absurd findings in which neighbors are held to more stringent front yard setbacks on Canyon Lake Drive than the applicant. Accordingly, the appellant requests the revised application for VR-19-1051 be denied due to findings not supported by the evidence and abuse of discretion regarding application of principal and secondary or front and rear yard setbacks.

EASEMENT: The revised drawings error in the size and location of the culvert and the calculation of the required easement. This error is solely advantageous to the applicant and detrimental to the safety of the community. The Planning Commission abused their discretion when they did not consider additional evidence from the appellant supporting concerns that the applicant had incorrectly mapped the size and

location of the culvert. Appellant requests a neutral third party map the culvert as she was previously told in writing by public works would occur or a mediation of varying credible culvert mapping to ensure applicant does not build on top of culvert responsible for keeping Port Costa from flooding. This is exceedingly important as Port Costa lies within a flood zone. Accordingly, this commenter requests the revised application for VR-19-1051 be denied as it errors in the calculated width and placement of the required easement resulting in possible house addition placement directly on the culvert. This could cave in the culvert and result in flooding damage to our home.

FRONT AND BACK YARD SETBACKS AND VARIANCE REQUEST

The applicant’s principal structure and front yard faces Canyon Lake Drive, the main street running through Port Costa. The applicant’s rear yard faces Prospect Avenue, a tiny one lane road running to a handful of houses up the hill. The rear yard has no access to Prospect Avenue as it sits above the homes up an approximately 45-degree angled hill. The property does not sit on a corner lot. It is a through-lot with neighbors on each side. Accordingly, the plain meaning of the R-6 setback ordinance as applicable



R-6 Zoning District Standards	
Minimum lot area:	6,000 sq. ft.
Minimum average width of lot:	60 feet
Minimum lot depth:	90 feet
Maximum building height:	2-1/2 stories or 35 feet
Minimum front setback:	20 feet
Minimum side yard / aggregate:	5 feet minimum / 15 feet aggregate
Minimum rear yard:	15 feet
Minimum side & rear yards for accessory structures:	3 feet if set back a minimum 50 feet from front property line

CANYON LAKE DRIVE

to the main structure is a 20' front yard setback on Canyon Lake Drive and a 15' rear yard setback on Prospect Avenue.

The County Zoning Administrator Staff Report clearly summarizes the boundaries of the property and then properly applies the plain meaning of the ordinance as exemplified in the chart provided by the planner on page 11 of the ZA Staff report and included above.¹ Application of the plain meaning of the ordinance is also exemplified on the VR19-1051 Revised Drawing which was presented to the Zoning Administrator, a portion of which has been included above.² Taken in conjunction, the drawing and the chart reflect the plain meaning of the ordinance with a front yard setback of 20 feet fronting Canyon Lake Drive and a rear yard setback of 15 feet fronting Prospect Avenue.

However, the application approved by the Planning Commission reinterprets the plain meaning of Contra Costa County Ordinance Code 84-4.1004 and 84-4.1006 and then applies to reinterpretation in an arbitrary and capricious manner. The reinterpreted language of the ordinance as exemplified in the new R-6 Zoning District Standards Chart (included below) appears to be:³

The minimum front setback for corner lots or double frontage lots is 20 feet for the principal setback and 15 feet for the other setback.

The rear yard setback is not applicable for corner lots or double frontage lots.

R-6 Zoning District Standards	
Minimum lot area:	6,000 sq. ft.
Minimum average width of lot:	60 feet
Minimum lot depth:	90 feet
Maximum building height:	2-1/2 stories or 35 feet
Minimum rear yard:	15 feet / n/a for corner/double frontage lots
Minimum side & rear yards for accessory structures:	3 feet if set back a minimum 50 feet from front property line
Parking	Two off-street parking spaces

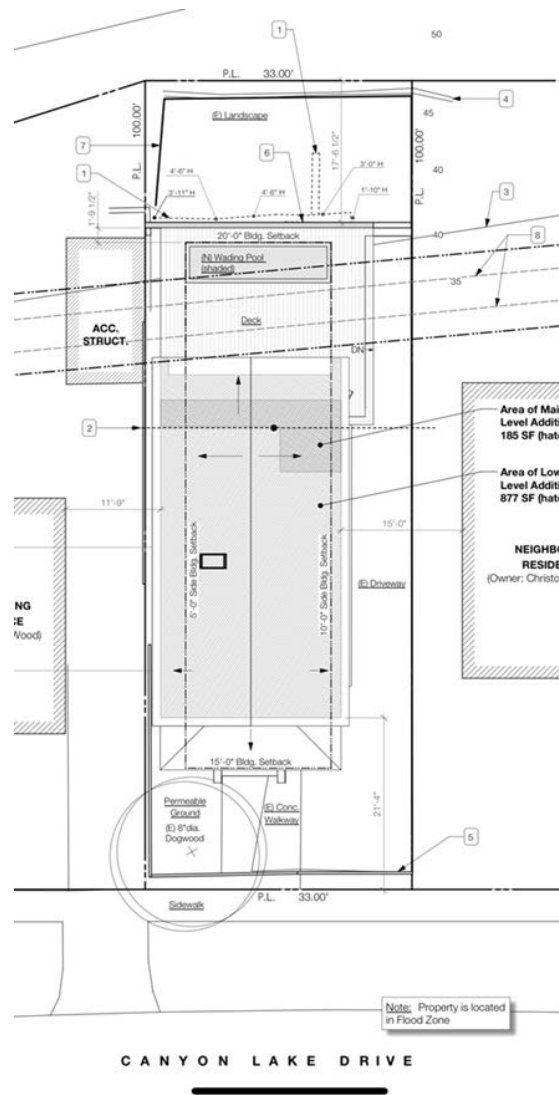
¹ ZA – July 6, 2020, County File # VR19 – 1051, Page 11 of 12

² VR19-1051 Revised Drawings Received Contra Costa County Dept. of Conservation & Development January 31, 2020 and presented for consideration at July 6, 2020 Zoning Administrator Meeting

³ CPC – February 10, 2021 County File # CD VR19 - 0 1051 Pages 5 & 6 of 12

Regarding through-lots, it is possible to take this reinterpretation and end up with a proposal that enforces the plain meaning and intent of the ordinance. In fact, this reinterpretation, when applied to the ZA proposal above, would have done exactly that. The Zoning Administrator Staff Report states, ““The property has two frontages: the primary frontage is along the north side of Canyon Lake Drive with the secondary frontage along the south side of Prospect Avenue.” Applying the Planning Commission Staff Report reinterpretation to the Zoning Administrator Staff Report would have led to a synonymous result. The front yard facing Canyon Lake Drive, correctly identified as the primary frontage, was required to have a 20-foot setback. The rear yard, fronting Prospect Avenue, was required to have a 15-foot setback.

However, the Planning Commission Staff Report reinterpretation can also produce results which directly contradict the plain meaning of the ordinance. The potential for arbitrary results in the second interpretation becomes clear when considering the newly revised drawings approved by the Planning Commission, a portion of which has been included below.⁴



⁴ VR19-1051 Revised Drawings Received by Contra Costa County Dept. of Conservation & Development on October 22, 2020 and presented for consideration at February 10, 2021 Planning Commission

As can be seen in the Planning Commission submission, the applicant utilized the new interpretation to flip his front and back yard setbacks. The applicant designated his back-yard frontage as his “principal” frontage, thus necessitating a 20’ variance. Conversely, the applicant designated his front yard as his “secondary” frontage, which he believes invalidates the necessity of a 20’ front yard setback. He then proposes to build up to the erroneously reinterpreted and inaccurately applied 15’ setback secondary frontage in his front yard with no request for a 15’ front yard variance. Clearly, this is not consistent with the plain meaning of the ordinance which is to provide a 20’ front yard setback and a 15’ rear yard setback.

The appellant understands that with some through-lots it may be difficult to determine which is the front or principal and which is the rear or secondary. However, it is not indeterminable at 58 Canyon Lake Drive as the County Planning Commission Staff Report clearly states, “The front of the residence faces Canyon Lake Drive, and the rear of the residence faces Prospect Avenue.” Accordingly, allowing this switch is an abuse of discretion.

The absurdity of this reinterpretation can be seen when applied to neighboring yards. For example, my neighbor’s house fronts Canyon Lake Drive. While Prospect Avenue sits behind their property, they do not have double frontage. Their rear yard fronts open space and Prospect Avenue runs through the open space. This reinterpretation would grant the applicant a 15’ setback in his front yard while also requiring my neighbor to have a 20’ setback in my front yard. Both homes face Canyon Lake Drive. Both have a driveway off Canyon Lake Drive. Both of homes have a culvert running through their rear yards. Both of the lots are 100’ in length. Both rear yards look upon Prospect Avenue approximately 20 feet up a 45-degree angled hill. Neither have rear yard access to Prospect Avenue due to the extreme angle. Clearly the intent of the ordinance is not to result in varying front yard setbacks between these two similarly situated homes.

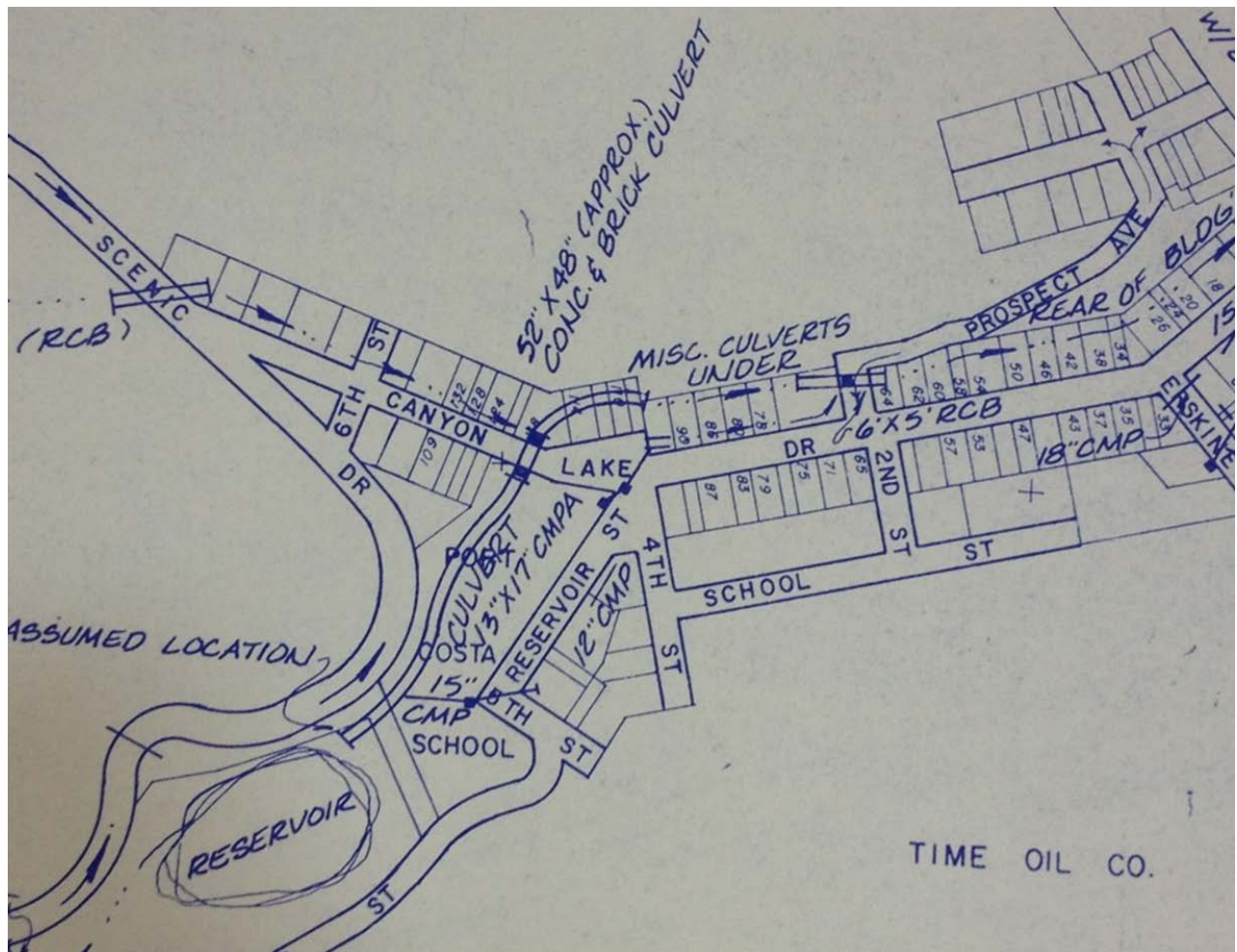
Preparing for the Planning Commission Meeting, we spent significant time watching previous meetings to ensure understanding and respect for the process. In most cases, and rightly so, the Planning Commission considers the appeal with the presumption that the planner got it right because interpreting ordinances is what planners do for a living. However, in this situation, the planner submitted before the Planning Commission an interpretation of the ordinance that directly conflicts with the original interpretation the planner submitted to the Zoning Administrator. They cannot both be right. One states a 20’ setback is needed in the front yard along Canyon Lake Drive and one states a 15’ setback is needed in the front yard along Canyon Lake Drive. Either the ordinance itself is arbitrary and capricious or it was interpreted inaccurately.

It’s also worth noting why the applicant flipped the setbacks instead of simply asking for a 15-foot front yard variance. While the appellant cannot say for certain, the appellant believes a front yard setback variance finding is likely not supported by the evidence. While the width of the applicant’s lot is substandard, the length, at 100’, is not. Additionally, the applicant cannot claim the culvert presents an individual hardship, as it runs through all our rear yards. Therefore, the applicant creatively attempted to circumvent a front yard variance request by stating the front yard should be given a rear yard setback of 15’ instead of a front yard setback of 20’. Accordingly, we appeal the revised application granted by the Planning Commission as it erroneously excludes the front yard setback of 20 feet on Canyon Lake Drive as required by County Ordinance Code 84-4.1006 and fails to request the 15-foot front yard variance necessitated by the plans submitted for consideration.

CLOSED CONDUIT

The Zoning Administrator appeal was submitted after the commenters concerns regarding the applicant's proposal to build on top of a rear yard culvert were disregarded. The applicant's original proposal, approved by the Zoning Administrator, stated no closed conduit existed in the rear yard of the applicant's home. In the Zoning administrator hearing, we provided both a hand drawn survey from public works that included the closed conduit as well as pictures of the closed conduit. We have included them again.

The Bull Valley Creek and Bull Valley Watershed runs through a series of open and closed conduits built in the late 1800's to keep the town of Port Costa from flooding. This is exceedingly important as Port Costa lies in a designated flood zone.





In the Planning Commission Staff Report, some headway was made regarding the closed conduit, and we are thankful for it. The applicant stated a 4-foot-wide culvert runs through the rear portion of the yard fronting Prospect Avenue. However, the revised drawings error in both the size and location of the culvert, thus by extension the calculation of the required easement, in a manner solely advantageous to the applicant and detrimental to the safety of the community.

As the plain reading of the ordinance can imply a few different interpretations, the appellant puts forth the interpretation provided by Randolph Sanders, Contra Costa County Public Works Department: Engineering Services who, in an email to the appellant dated 7/7/2020, provides the example of 3' closed conduit and concludes, "the easement using the method for 3 feet outside diameter would be 9' (4.5' from centerline each side) but as that is less than 10' the easement should be 10' (5' from the centerline each side).

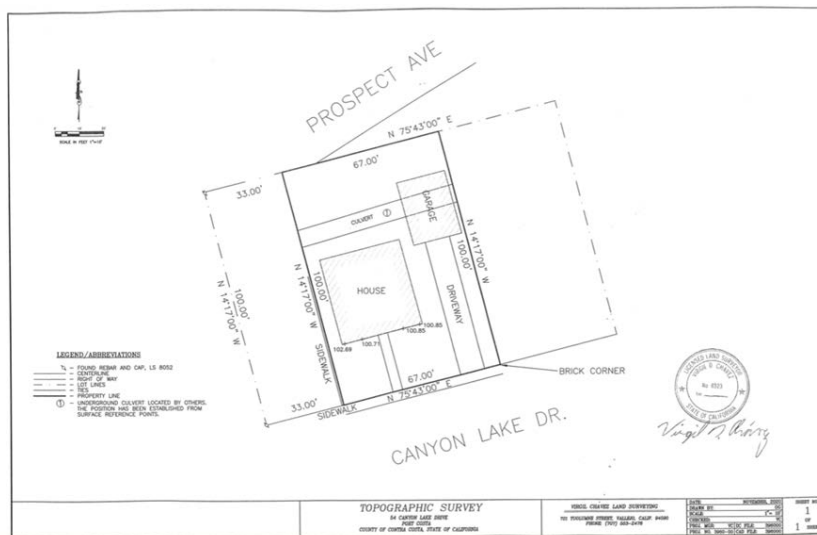
Accordingly, using Mr. Sanders' interpretation of the plain reading of the ordinance, a closed culvert easement should be 3' from the **outside diameter** of the closed conduit on both sides (if this totals less than 10' then the easement should be 10')

The applicants state the outside diameter of the culvert is 4' and propose a 10' minimum easement on their new drawings (the minimum required for all easements). The submittal approved by the Planning Commission did not contain any information on how the culvert location or size was determined other than to say, "subsequent to the Zoning Administrator's approval, the applicant hired a surveyor and plotted the approximate location of Bull Valley Creek on the revised site plan and proposed a 10-foot drainage easement over the culvert."⁵ However, simple viewing of the culvert where it surfaces down the street shows the culvert, with its thick stone and mortar walls, is larger than 4 foot in diameter from its exterior walls.

This past summer the appellant hired Simon Taylor, owner of Foresite Engineering Surveys and Utility Studies. Mr. Taylor has 37 years of extensive experience mapping lost conduits and utility lines on decommissioned military bases, so we thought he was probably up to the task of mapping our culvert. Our mapping was multi-purpose as we have considered putting an addition on our own home and wanted to understand if this was possible.

Mr. Taylor utilized Ground Penetrating Radar and visual inspection of the interior of culvert to determine location and size. The report written by Mr. Taylor, that we submitted with our appeal, states, "the inside tunnel dimension could be approximately 5 feet wide...The walls of the structure of the structure appear quite thick, approximately 18-24 inches." Mr. Taylor marked the dimensions of the culvert in our rear yard and provided us GPS coordinates.

After Mr. Taylor scanned, we informed him of the applicant's intentions. We asked him how the applicant could map the culvert in their rear yard. He responded that the applicant would be "unable to determine the exterior dimensions of the culvert with current deck placement." The burned down pergola the applicants constructed obstructs almost the entirety of the rear yard.



The applicant proposes the culvert is 4 feet in diameter including exterior walls. Mr. Taylor proposes the culvert is 8-9 feet including exterior walls. The applicant's proposal would require a 10-foot variance. Mr. Taylor's assessment would require a 14-15-foot variance. We recognize the relevance depends on where the culvert lies on the applicant's lot. Accordingly, we hired Virgil Chavez Land Surveying to make a survey of our property and place

⁵ CPC – February 10, 2021 County File # CD VR19 - 0 1051 Pages 4 of 12

the culvert identified by Mr. Taylor on our survey. Our survey maps the culvert and does not include any lines for proposed easement. We then transposed the applicant's survey over our survey and mapped out the differences in closed conduit angles and width.



In the picture above, the applicant's closed conduit mapping is in blue and our closed conduit mapping is in green. The red line is where the neighbors are requesting a variance to propose install a 6-foot retaining wall in their rear front yard. This becomes important in determining which line is more likely to be correct, as the retaining wall is where all our rear yards become steep. Again, the green and blue lines do not include the necessary 3-foot easement on both sides of the culvert. These surveys can also be transposed



over the hand drawn survey provided by public works. As can be seen, the culvert mapping provided by the applicant moves steeply uphill. Crossing the red line delineating the hill at approximately 50 and 46 Canyon Lake Drive. Conversely, the culvert mapping provided by the appellant remains in front of the hill for the entirety of the line. Surprisingly, as this survey was not shown to Simon Taylor, Foresite Engineering, at any time during his mapping of the closed conduit, the appellant's line also follows relatively the same line as the hand draw survey delineating the line as well.

It is also notable that according to the mapping of the closed conduit, the corner of the applicant's structure may still lie on top of the 100+ year old culvert responsible for keeping our town from flooding. Moreover, the entirety falls within the required easement.

Accordingly, the appellants find themselves requesting relief from the Board of Supervisors. The appellant understands the Planning Commission grants the Planner and County Works the presumption of accuracy because they are in the business of determining such things. However, once again, the appellant proposes this has already been determined incorrectly by the Planner and Public Works. Both the Planner and Public Works stated there was no culvert. This was not true. They now state there is a culvert and the location and size has been accurately determined. This is also not true as the applicant's proposed location would have the closed conduit running straight up a 45-degree angled 30' hill. In previous email conversations with Randolph Sanders, he stated the community would hire someone to assess the location of the culvert. This did not happen. In fact, at no time has the applicant or planner disclosed who mapped the alleged location of the culvert they previously insisted did not exist. Accordingly, the appellant requests the Board of Supervisors give the planner, appellant, and applicant time to work together to determine a true and accurate location and width of the culvert which runs through our rear yards. If the applicant could remove their rear deck, we'd be happy to hire Mr. Taylor to record the culvert in both yards. If the applicant does not think this is sufficient, we could each hire a representative and have them work side by side to determine the location of the culvert. We are more than happy to do whatever is needed to reach a speedy and accurate resolution of this issue. However, it is vitally important the location of the closed conduit be determined accurately as the culvert keeps our town from flooding and it appears the applicants design builds directly on top of the culvert.

CONCLUSION

To conclude, the revised plans approved by the Planning Commission inaccurately applied the plain language of Contra Costa County Ordinance Code 84-4.1004 – Yard - Setback and 84-4.1006 – Yard - Rear. Additionally, the revised drawings error in the size and location of the culvert and the calculation of the required easement. This error is solely advantageous to the applicant and detrimental to the safety of the community. Accordingly, this commenter requests the revised application for VR-19-1051 be denied (or appeal upheld) as it erroneously excludes the required front yard setback of 20 feet on Canyon Lake Drive, fails to request a 15-foot front yard (or principal) variance, and errors in the calculated width and placement of the required easement resulting in house addition placement directly on the culvert. Additional appellant concerns regarding solar impact and building outside of original footprint would be substantively addressed alongside these concerns.

One final note. During this entire process we have repeatedly reached out to the Planner to offer assistance and ask how we could help. We have been transparent with our concerns and offered evidence to assist with determining a reasonable resolution. Not once has the planner reached out to us to get our thoughts on possible solutions. We like our neighbors. The night of the fire, my first thought after

awakening to a wall of flames was to ensure their safety. We want our neighbors to rebuild their home. However the home they are trying to build is too large for the lot on which they reside. This is evident in the front yard/back yard setback flip. This is evident in the inaccurate width and placement of the culvert. The plan does not fit.

GPR SUMMARY REPORT
prepared by FORESITE
July 14, 2020



GPR Summary Report

Project Name: 58CanyonDrPortCosta

Survey Date: 2020-07-13

Report Date: 2020-07-14

Client: Ryan DeGooyer, Homeowner

Site Description: This site is a private residence with open space to the north up steep incline. On a quiet street sloping east to the Bay no hazards were evident. The purpose of our visit was to determine if a culvert could be detected in the vicinity. No features suggesting it's existence were evident at the surface. The rear yard was cleared prior to our arrival which enabled our survey on a flat, level surface of hard dirt and cement. The total distance we could scan east to west was approximately 43 feet and north to south approximately 12 feet, restricted by surface features and buildings or fences. We used Ground Penetrating Radar to scan the area in linear routes east to west and north to south. Note the thick green line on the attached map. This technique transmits radio waves at 250 MHz into the soils and density changes reflect back up to the receiver. Our model has a built in GPS location devise to enable mapping of fiducials or marked anomalies. Screenshot 1 shows a typical reading of the reflections in this area. Anomalies suggesting hard surfaces approximately 5 feet below grade were noted. Wood structures are the softer reflections noted on the attached profile image. The walls of the structure appear quite thick, perhaps 18 to 24 inches. Rocks or boulders are especially evident on the western end at the south of the structure. Zooming down we noted reflections at approximately 8 feet below grade which is suggesting the depth of the culvert or tunnel is 3 feet. The inside tunnel dimension could be approximately 5 feet wide, note the red line on attached map. From the outside roof line of the house on its north side the tunnel is approximately 10 feet to the north. The attached Google image displays our interpretations of the study results. Ginnies were pounded into the dirt with red and white alert tape for reference. The approximate center line of the tunnel is noted with an orange line, east to west. Above and below this are the approximate alignments of the walls, marked in magenta.

Additional Comments: The equipment used in this study included Ground Penetrating Radar in good working order. No problems occurred during our study that can cause mistakes or incidents and delays. The field work and interpretations were performed by Simon Taylor, a trained utility surveyor since 1984.

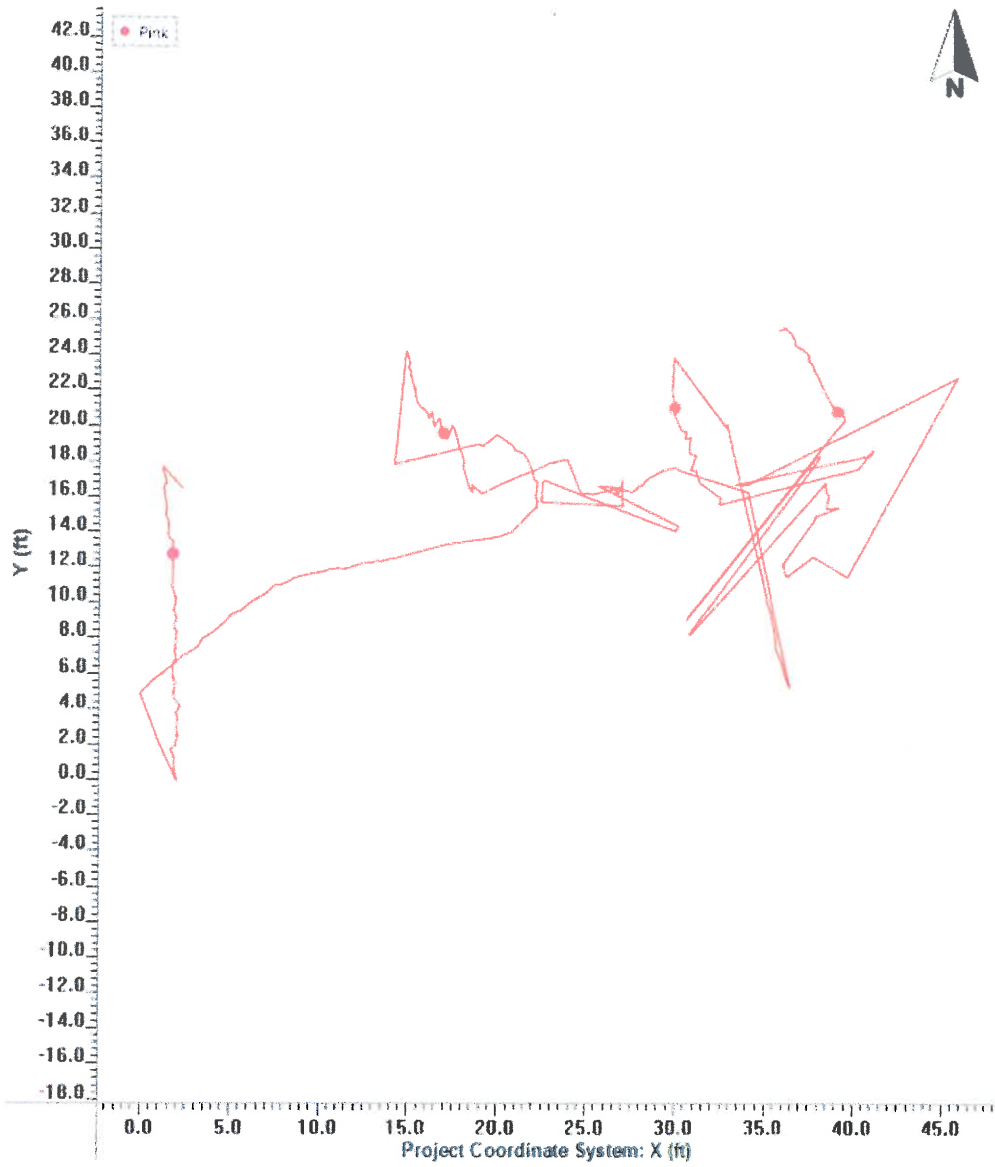


Figure 1

Lineset/line1/GoogleImg-Foresite.jpg



Figure 2

Screenshot_1.jpg

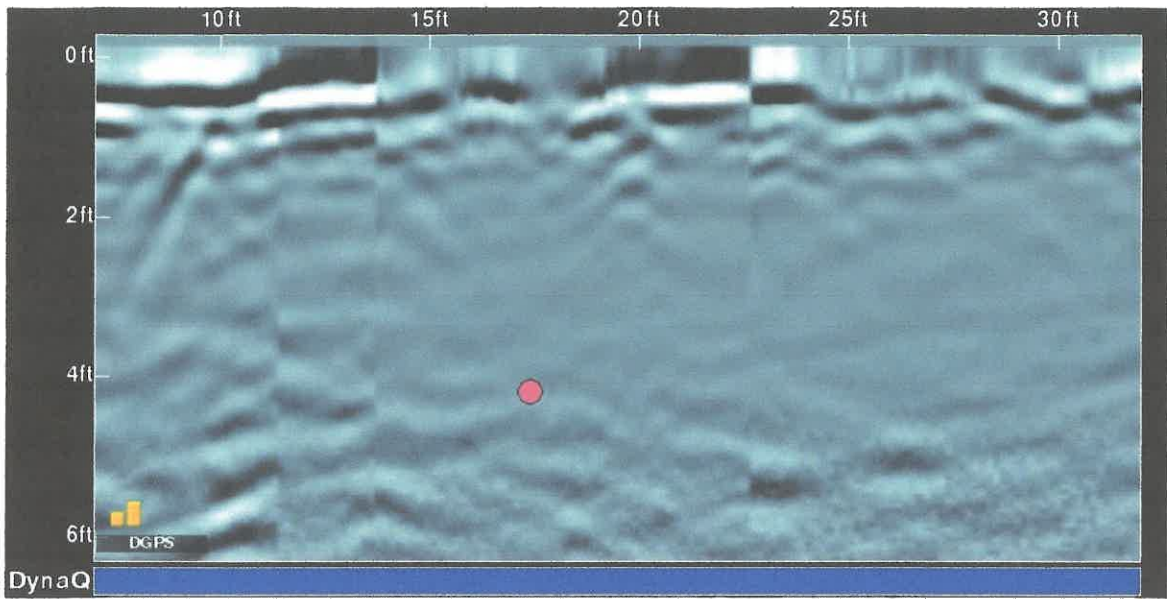


Figure 4

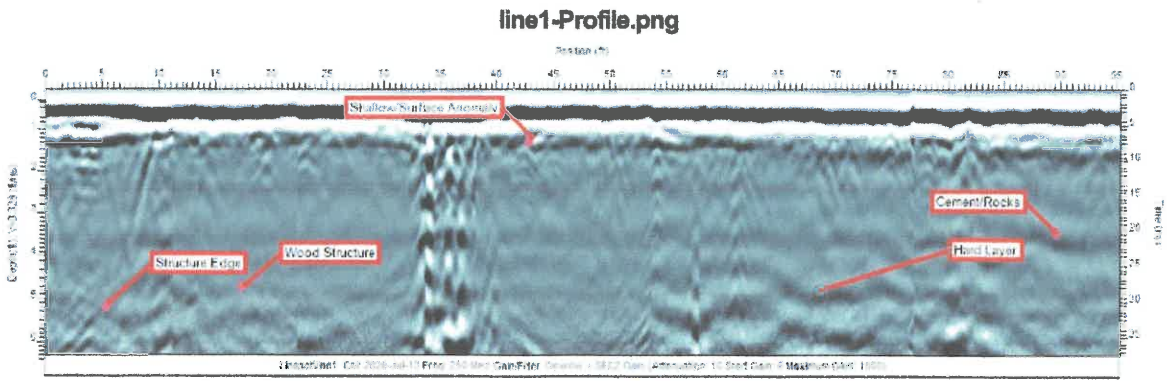


Figure 3

TOPOGRAPHIC SURVEY
Lands of Bosworth and Tran

BENCHMARK:
 ELEVATION WAS DERIVED BY GPS OBSERVATIONS USING THE CALIFORNIA SPATIAL REFERENCE CENTER (CSRC) CALIFORNIA REAL-TIME NETWORK (CRTN) USING GEOID 12B. DATUM: NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88).

BASIS OF BEARINGS:
 FOUND MONUMENTS FROM RECORD OF SURVEY FOR THE EAST BAY REGIONAL PARK DISTRICT, FILED IN BOOK 96 OF LSM AT PAGE 6-11, CONTRA COSTA COUNTY RECORDS

- LEGEND:**
- GRADE BREAK/TOP OR TOE OF SLOPE
 - WOODEN FENCE
 - CHAIN LINK FENCE
 - SS SANITARY SEWER
 - SS STORM DRAIN
 - WM WATER METER
 - ✱ WATER VALVE

- ABBREVIATIONS:**
- A/C ASPHALTIC CONCRETE
 - APN ASSESSOR'S PARCEL NUMBER
 - BW BOTTOM OF WALL
 - COMM COMMUNICATIONS
 - CONC CONCRETE
 - CCCR CONTRA COSTA COUNTY RECORDS
 - DI DRAIN INLET
 - DN DOCUMENT NUMBER
 - DWY DRIVEWAY
 - GM GAS METER
 - EM ELECTRIC METER
 - ELEV ELEVATION
 - FF FINISHED FLOOR
 - FL FLOWLINE
 - INV INVERT
 - PBM PROJECT BENCHMARK
 - RW RETAINING WALL
 - SF SQUARE FEET
 - SS SANITARY SEWER
 - SSMH SANITARY SEWER MANHOLE
 - TYP TYPICAL
 - TW TOP OF WALL
 - WM WATER METER
 - WS WATER SERVICE

- NOTES:**
- TOPOGRAPHIC SURVEY WAS PERFORMED ON 01/18/2020 BY ST. JOHN LAND CONSULTING. GROUND CONDITIONS SHOWN HEREON REFLECT CONDITIONS ON THE DATE OF THE SURVEY.
 - NO TITLE REPORT WAS REVIEWED IN CONJUNCTION WITH THIS MAPPING.
 - SUBJECT PARCEL IS OUTSIDE THE SPECIAL FLOOD HAZARD AREA (SFHA), LOCATED IN ZONE A (AREAS SUBJECT TO INUNDATION BY THE 1-PERCENT-ANNUAL-CHANCE FLOOD EVENT GENERALLY DETERMINED USING APPROXIMATE METHODOLOGIES. BECAUSE DETAILED HYDRAULIC ANALYSES HAVE NOT BEEN PERFORMED, NO BASE FLOOD ELEVATIONS (BFES) OR FLOOD DEPTHS ARE SHOWN. MANDATORY FLOOD INSURANCE PURCHASE REQUIREMENTS AND FLOODPLAIN MANAGEMENT STANDARDS APPLY), AS SHOWN ON FEMA PANEL 06095C0641F, EFFECTIVE AUGUST 3, 2016.
 - UTILITY LOCATIONS ARE BASED UPON RECORD INFORMATION AND SURFACE EVIDENCE. ACTUAL LOCATIONS AND DEPTHS MAY ONLY BE DEFINITELY DETERMINED BY POTHOLING. ACTUAL LOCATIONS MAY VARY.
 - IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO HAVE ALL THE UTILITIES MARKED BY THE RESPECTIVE UTILITY COMPANY PRIOR TO CONSTRUCTION.
 - CALL U.S.A. (1-800-227-2600) AT LEAST 48 HOURS PRIOR TO ANY DIGGING TO HAVE EXISTING UNDERGROUND UTILITIES MARKED.
 - TREES WERE LOCATED BY ESTIMATING THE CENTER OF THE TREE WHERE IT EXITS THE GROUND AND THE DIAMETER AT BREAST HEIGHT. EXACT LOCATION OF THE TREES SHOULD BE VERIFIED IN THE FIELD PRIOR TO ANY DESIGN WORK. TREE TYPES MAY BE VERIFIED BY A CERTIFIED ARBORIST IF NECESSARY.
 - THIS MAP WAS PREPARED FOR THE EXCLUSIVE USE OF RYAN BOSWORTH AND HIS CONSULTANTS. USE BY ANY OTHER PARTY FOR ANY PURPOSE WHATSOEVER IS PROHIBITED.

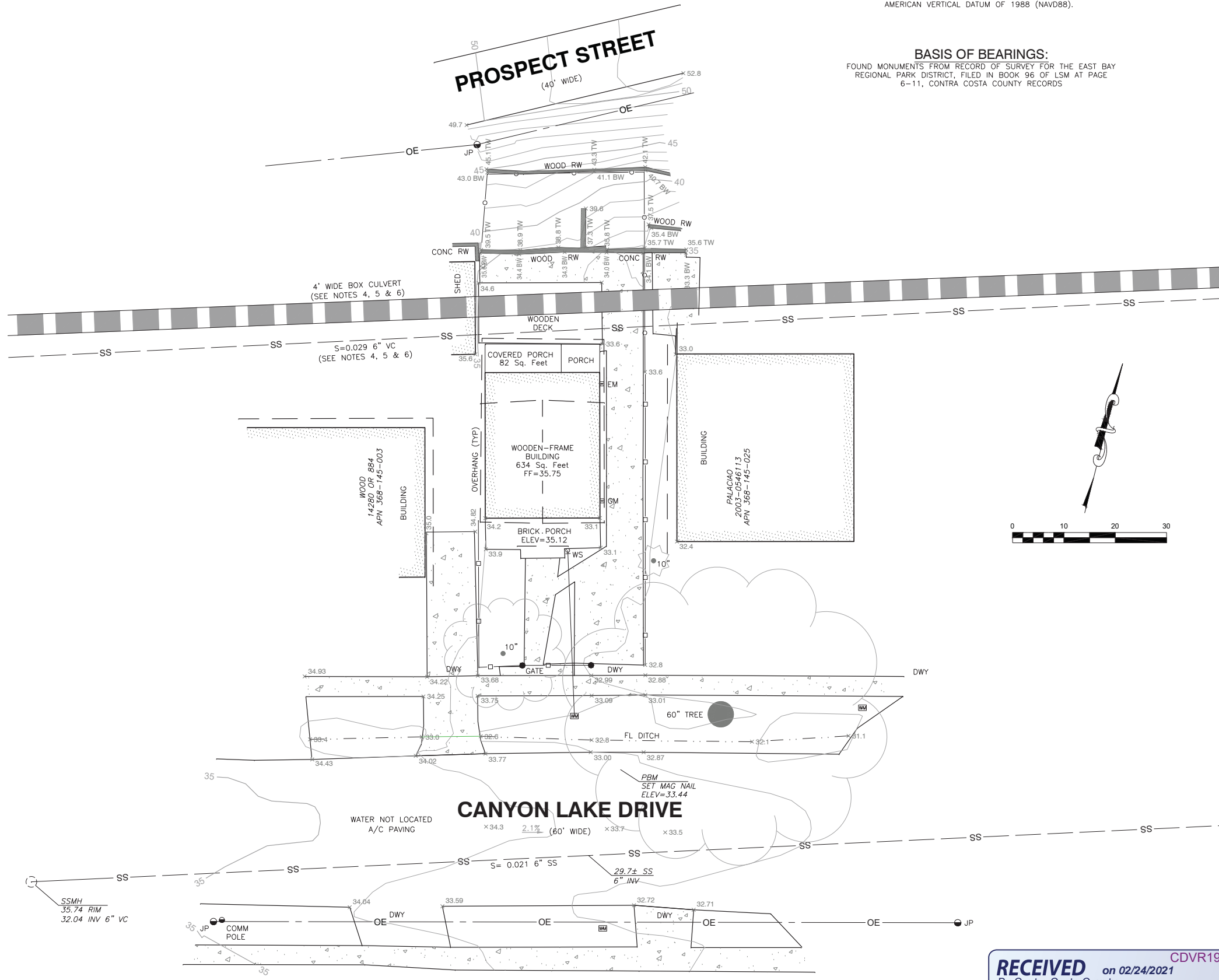
SURVEYOR'S STATEMENT

THIS SURVEY WAS PREPARED BY ME OR UNDER MY DIRECTION AT THE REQUEST OF RYAN BOSWORTH IN CONFORMANCE WITH THE REQUIREMENTS OF THE CALIFORNIA LAND SURVEYORS ACT IN SEPTEMBER 2020.

Gregory D. St. John
 GREGORY D. ST. JOHN, PLS
 LICENSE NO. L 8647



RECEIVED on 02/24/2021
 By Contra Costa County
 Department of Conservation and Development
 CDVR19-01051



REVISIONS
 REVISD SD AND SS LOCATION BASED UPON SURFACE EVIDENCE

DATE 09/28/2021
 SURVEY drawn: GSTJ
 job no. 202001
 dwg: Canyon_Lake_Topo.dwg



ST. JOHN LAND CONSULTING
 BENICIA, CA 94510 707.392.6789

scale: 1" = 10'
 drawn: GSTJ
 checked: GSTJ
 date: 01/27/20

TOPOGRAPHIC SURVEY
LANDS OF BOSWORTH AND TRAN
 APN 368-145-024, DN 2016-0074235, CCCR
 58 CANYON LAKE DRIVE, PORT COSTA, CA 94569
 PROJECT NO. 202001

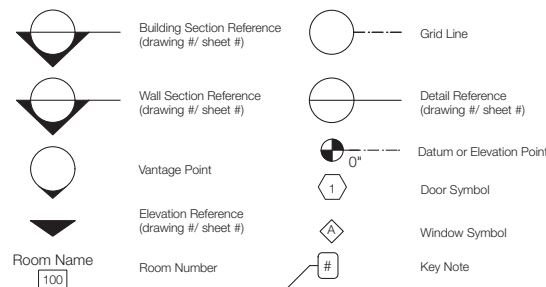
SHEET NO.
 1
 OF: TS-1

PROJECT PLANS

General Notes

- 1. All work and materials to conform to the requirements of local and state codes and the specifications of the National Board of Fire Underwriters. All work shall be done in accordance with the requirements of the city and/or appropriate authority having jurisdiction over construction where the project is located.
2. Contractor shall check and verify all plan dimensions and conditions before proceeding with construction and shall report any discrepancies to the Architect for correction before beginning any work.
3. Do not scale drawings. All written dimensions govern.
4. The Architect is not responsible for any deviations from the plans and specification information.
5. The Architect shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures, for safety precautions and programs in connection with the work, or the acts or omissions of the Contractor, subcontractors, or any other persons performing any work, or for failure of any of them to carry out the work in accordance with the construction documents.
6. The following set of drawings is an instrument of professional service and shall remain the property of Drafting Cafe, whether the project is executed or not. No changes, alterations, or deletions may be made hereto except by the Architect.

Symbol Legend

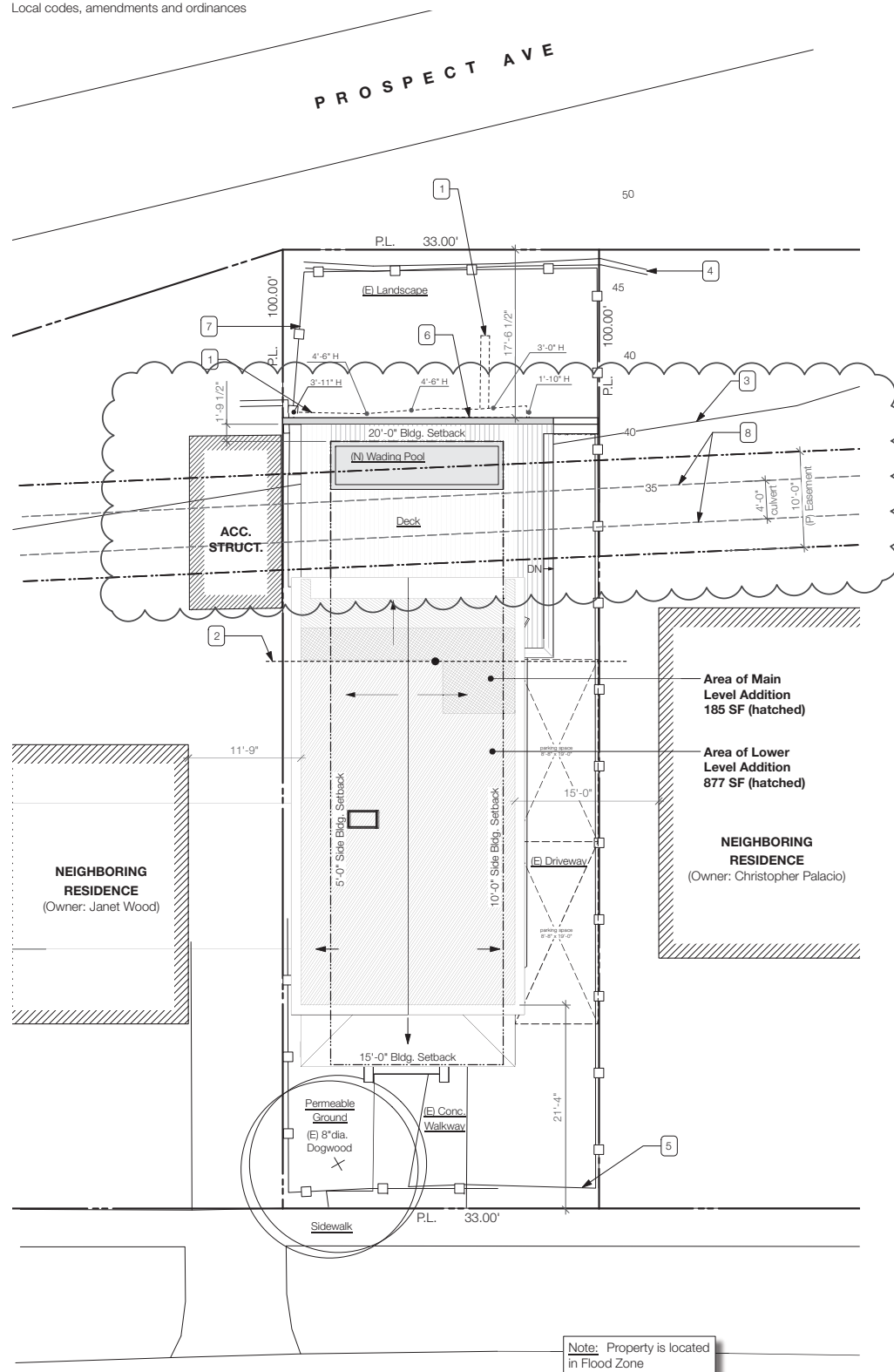


Abbreviations

Table of abbreviations including AD (Area Drain), BLK (Building Block), CPT (Carpet), DN (Down), FD (Floor Drain), GA (Gauge), HB (Hose Bibb), ID (Inside Diameter), JBOX (Junction Box), LAM (Laminated), LAV (Lavatory), LP (Low Point), MECH (Mechanical), MIN (Minimum), MTL (Metal), (N) (New), NIC (Not In Contract), NTS (Not To Scale), OBS (Obscure), OC (On Center), OD (Outside Diameter), OPN'G (Opening), PLAM (Plastic Laminated), PL (Property Line), PLT (Steel Plate), PLYWD (Plywood), PT (Point), QTY (Quantity), R (Riser), RAD (Radius), RET (Retaining), R/A (Return Air), RD (Round), RD (Roof Drain), REF (Refrigerator), REG (Register), REINF (Reinforced), REC'D (Required), RO (Rough Opening), RWD (Redwood), RWL (Rain Water Leader), SAG (Supply Air Grill), SV (Sheet Vinyl), SH (Single Hung), SHT (Sheet), SIM (Similar), SM (Sheet Metal), SQ (Square), SSD (See Structural Drawings), SS (Stainless Steel), STD (Standard), STL (Steel), STRUC (Structural), T (Tread), TC (Top Of Curb), TEMP (Tempered Glass), TJI (Truss Joist), TO (Top Of), TOC (Top Of Concrete), TYP (Typical), TW (Top Of Wall), TS (Tube Steel), UON (Unless Otherwise Noted), VERT (Vertical), VIF (Verify In Field), VTO (Vent To Outside), W/ (With), W/C (Water Closet), WD (Wood), W/H (Water Heater), WP (Waterproof), WPT (Work Point), YD (Yard).

Codes and Regulations

- 2019 California Building Code
2019 California Residential Code
2019 California Mechanical Code
2019 California Electrical Code
2019 California Plumbing Code
2019 California Green Building Code
2019 California Energy Code
2019 California Fire Code
Local codes, amendments and ordinances



1 Site Map 1/8"=1'-0"



Project Team

OWNER: Ryan Bosworth, 58 Canyon Lake Drive, Port Costa, CA, T: (916) 475-5475

ARCHITECT: DRAFTING CAFE ARCHITECTS, Ethan Andersen, AIA, 3007 E. 12th Street, Oakland, CA 94601, T: (510) 251-2511

STRUCTURAL ENGINEER: ASHLEY AND VANCE, 1610 Harrison St., Suite A, Oakland, CA 94612, T: (510) 473-2221, www.ashleyvance.com

Drawing List

- Architectural: A0.1 Cover Sheet & Site Map, A0.2 Conditions of Approval, A0.3 Conditions of Approval & FEMA Letter of Map Amendment, A1.1 Existing Floor Plans / Existing & Proposed Retaining Wall Elevations, A1.2 Proposed Floor Plans, A1.3 Proposed Lighting & Electrical Plans, A1.4 Existing & Proposed Roof Plans, A1.5 Proposed Floor Area Diagram, A2.1 Existing & Proposed Elevations, A2.2 Existing & Proposed Elevations, A3.1 Cross Sections & 3D Aerial Image, A7.1 Title 24, A7.2 Title 24
Structural: S-1.1 Structural Title Sheet, S-1.2 Structural Specifications, S-1.3 Special Inspections, S-2.3 Roof Framing Plan, S-3.1 Structural Details, S-3.2 Structural Details, S-3.3 Structural Details

Keynotes

- 1. (E) Wood Retaining Wall To Be Removed (Dashed)
2. Location Of (E) Sewer Line Easement And Connection Under House
3. (E) Countour
4. (E) Wood Retaining Wall
5. (E) Gate & Fence
6. Line Indicates Proposed Hardscape. See 3/A1.1 For Additional Info.
7. (E) Fence
8. (E) 48" Dia. Culvert

Project Description

Remodel and addition to existing single family home damaged by fire. Remodel to existing main level and addition in rear to create new kitchen, dining room and living room with small powder room under stairs. New upper level addition to include 3 bedrooms, two bathrooms, laundry, storage and exterior porches on front and back of house and attic space. New deck and wading pool to be added to rear landscape.

Property Information

APN: 368-145-024-7
Address: 58 Canyon Lake Drive, Port Costa, CA 94569

Development Information

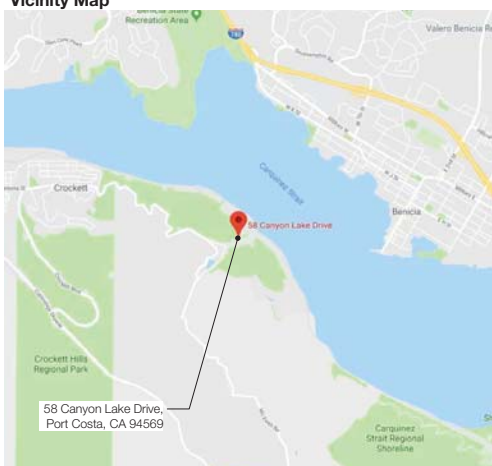
Table with columns: Zoning District (R-6), Areas (Total Lot Area, Tot. Bldg Footprint, Total Floor Area, Lot Coverage, Floor Area Ratio, Landscaped Area), Existing, Proposed, Allowable.

California Building Code Notes

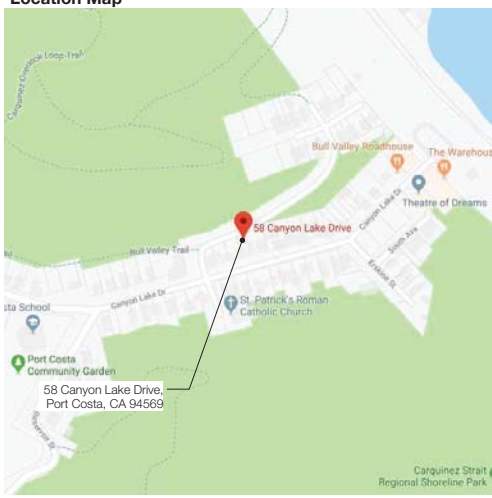
Occupancy Code: Type R-3/U
Construction Type: Type V B

RECEIVED stamp on 03/05/2021, CDVR19-01051 REVISED, By Contra Costa County Department of Conservation and Development

Vicinity Map



Location Map



Project title block containing: 58 Canyon Lake Dr. Port Costa, CA 94569; DRAFTING CAFE ARCHITECTS; LICENSED ARCHITECT ETHAN C ANDERSEN C-34235; RECEIVED stamp; REVISIONS table; Cover Sheet & Site Map; DATE: March 3, 2021; PROJECT: 19066; SCALE: 1/8" = 1'-0"; Large text A0.1

FINDINGS AND CONDITIONS OF APPROVAL FOR COUNTY FILE #CDVR19-01051, RYAN BOSWORTH (APPLICANT) AND RYAN BOSWORTH & TOMMY TRAN (OWNERS)

FINDINGS

I. Variance Findings

- 1. Required Finding:** *That any variance authorized shall not constitute a grant of special privilege inconsistent with the limitations of other properties in the vicinity and the respective land use district.*

Project Finding – Living Space Addition and Wooden Deck: The subject property is within the Port Costa, which was established in the 1880s, although many of the lots were developed in the early 1900s. Many homes in the immediate vicinity were constructed prior to the adoption of the County zoning ordinance and thus have side yards that are substandard to today's requirements. The project involves constructing 185-square-foot 1st floor, and 951-square-foot 2nd floor additions to an existing single-family residence, as well as a new wooden deck. Like many properties in the surrounding area, the subject property is substandard with respect to the 6,000-square-foot minimum lot size and 60-foot minimum average lot width for the R-6 zoning district. The living space addition will be constructed at the same distance from the side property lines as the existing residence but will extend slight further north on the site. The new wooden deck with a 1-foot, 10-inch side yard on the western property boundary reduces the impact of the current substandard side yard of the existing deck which is 6-inches from the west property line. The living space addition results in a 1,775-square-foot residence that remains in the range of house sizes in the area. In the R-6 Single-Family Residential district, one detached single-family dwelling, plus accessory structures, is an allowed use. As improvements to older homes on substandard lots in the area occur, it is expected that other property owners will be faced with similar setback challenges. Consequently, according to CDD records, five other properties within Port Costa have been granted similar side yard variances for additions, most recently as 2001. Thus, approval of this variance request for a living space addition and wooden deck is not a grant of special privilege considering the, current siting of the residence and similar development pattern of the surrounding area.

Project Finding – Retaining Wall: The project involves constructing a concrete retaining wall up to 6 feet in height to replace an existing wooden retaining wall for the improved safety and secure use of the rear yard. As conditioned, the project will not constitute a grant of special privilege in this part of the County where nearby residences face similar circumstances due to the steep and varied topography in the area. The new retaining wall is a reasonable remedy to an existing hazardous situation and is largely a replacement of an existing structure.

CDVR19-01051 COA

Project Finding – Tandem Off-Street Parking Spaces: The existing driveway and parking area is located on the eastern side of the subject property and provides for up to two, 8-foot, 8-inch-wide tandem off-street parking spaces with a 0-foot side yard (where 10 feet is required). Like other narrow properties in the Port Costa area, there is little usable land outside of the side yard of the property to provide two off-street parking spaces as required by the R-6 zoning district. Therefore, approving the variance for a 0-foot side yard for two tandem off-street parking spaces will not constitute a grant of special privilege inconsistent with the limitations of other properties in the vicinity.

- 2. Required Finding:** *That because of special circumstances applicable to the subject property because of its size, shape, topography, location or surroundings, the strict application of the respective zoning regulations is found to deprive the subject property of rights enjoyed by other properties in the vicinity and within the identical land use district.*

Project Finding – Living Space Addition and Wooden Deck: The special circumstance of the substandard side yards of the property was created when the house was built in 1939. The existing single-family residence was built on the 3,300-square-foot lot with a 1-foot, 10-inch side yard along the western property boundary, and an 8-foot, 9-inch side yard along the eastern property boundary. Therefore, although they will not encroach further into the side yard areas than the existing construction, the 1,142-square-foot addition and the new wooden deck do not conform to the requirements of the R-6 Single-Family Residential District. However, the property's buildable area is constrained by the substandard size of the lot as well as the substandard, 33-foot average width, and if enforced, the R-6 zoning district standards would leave the lot with a developable width of only 18 feet. Many feasible options for expanding the existing residence or rebuilding the residence would likely require a variance. In addition, other properties in the vicinity have been granted similar side yard variances for additions to expand their living space. Thus, due to the special circumstances applicable to the subject property, granting of the variance request is necessary to ensure that the current rights available to the subject property are preserved, similar to how properties in the vicinity and within the R-6 zoning district continue to enjoy similar privileges.

Project Finding – Retaining Wall: As is the case with many of the lots in the project vicinity, the topography at the northern area of the subject property is a special circumstance. The northern area of the property abuts a steep upward slope to a roadway and hilly open space. The applicant's proposal to replace the existing wooden retaining wall with a concrete retaining wall will structurally support the hillside and increase the safety and enjoyment of the property. Placing the retaining wall elsewhere on the subject property, outside of the setback, would not accomplish this goal and would constitute a loss of usable, flat land for the owner. Rebuilding the existing retaining wall will allow the property owner to take

advantage of property rights enjoyed by other properties in the vicinity and within the identical land use district.

Project Finding – Tandem Off-Street Parking Spaces: There is little usable land outside of the side yard of the property to provide two off-street parking spaces as required by the R-6 zoning district. Denying the variance for a 0-foot side yard for two tandem off-street parking spaces will deprive the subject property of rights enjoyed by other properties in the vicinity and within the R-6 Single-Family Residential District.

- 3. Required Finding:** *That any variance authorized substantially meets the intent and purpose of the respective land use district in which the subject property is located.*

Project Finding: The intent and purpose of the R-6 Single-Family Residential District is to promote the orderly development and maintenance of residential uses and the accessory structures and uses normally auxiliary to a single-family dwelling. This includes allowing residential dwelling improvements and additions compatible with the surrounding neighborhood. The variance will allow the property owners to construct additions and a new wooden deck to their existing single-family residence that will be compatible with other single-family residences in the vicinity. The location, design, and height of the retaining wall does not hinder the intent and purpose of the respective land use district, but instead supports the steep hillside on and behind the subject property, thereby increasing safety for the property owners. The variance will allow the property owners to provide for two off-street parking spaces as intended by the R-6 zoning district. The use of the subject property will remain residential, with one single-family residence.

II. Small Lot Design Review Findings

Prior to the issuance of a building permit on a substandard lot, the Zoning Administrator must review the proposed structure's compatibility and impact on the surrounding neighborhood in terms of the following:

Location: The existing residence is located towards the center of the property and is setback approximately 25 feet from the street frontage on the south and 35 feet from the frontage on the north, with a 1-foot, 10-inch side yard on the west and an 8-foot, 9-inch side yard on the east. As designed, the additions extend the front of the home approximately 10 feet towards the southern property line, while the footprint at the rear of the home is maintained. With the proposed 15- and 34-foot front setbacks, the residence will maintain a fairly central position on the property with respect to the two frontages and will maintain the side yard footprints of the residence. The wooden deck and wading pool are located at the rear of the house between the retaining wall and the base of the sloped area of the lot, which are the most ideal locations for these improvements and provide a

CDVR19-01051 COA

private, outdoor area for the property owners to enjoy. In addition, the retaining wall needs to be at base of the slope and to encroach within the side yard and primary frontage to retain the hillside. Generally, the residence and improvements remain consistent with the development pattern found in the surrounding Port Costa neighborhood.

- 1. Size:** The 1,142-square-foot addition will increase the size of the residence to 1,781 square feet. The total building footprint of the residence, new wooden deck, and wading pool is approximately 1,131 square feet, which equates to approximately 34% coverage of the 3,300 square-foot lot. Nearby residences generally range in size from approximately 662 square feet to 5,141 square feet. Therefore, the residence will remain compatible with other residences in the vicinity regarding size.
- 2. Height:** The 2nd floor addition will increase the height of the residence to 30 feet, 10-inches, which is below the maximum 35-foot height allowed in the R-6 zoning district. The height of the two-story home is consistent and compatible with the adjacent two-story homes and other two-story residences in the vicinity. The new concrete retaining wall will range from approximately 1 foot to up to 6 feet in height and is consistent with similar walls used to retain earth for the safety and enjoyment of a residential property.
- 3. Design:** The neighborhood mainly consists of homes bungalow, craftsman, stick, Queen Anne, and cottage architectural styles. The contemporary Queen Anne design style of the living space addition and balconies complies with design guidelines for the Port Costa Historic District and is compatible with the architectural styles in the area.

III. Exception Request Findings

The applicant has submitted an exception request in accordance with Chapter 92-6 of the County Code. Below is a list of the required exception findings along with staff's discussion of their existence for the proposed project.

- 1. Required Finding:** *That there are unusual circumstances or conditions affecting the property.*

The applicant is proposing an alteration of an existing structure within a historic district where neighboring primary and secondary structures are constructed in close proximity to one another and encroach on various County prescribed setbacks. The applicant lot is sub-standard in size, with the total lot size representing approximately one-half (3300 square feet) of the standard lot size with an R-6 zoning designation. The property is traversed sub-grade by a public sewer line, for which the applicant has received an encroachment permit, and a public storm water pipe, for which the applicant is proposing a setback that

adheres to the standard County prescribed guidelines for new construction, with exception of the nominal encroachment on the western portion of the lot as outlined in the submitted plan set.

- 2. Required Finding:** *That the exception is necessary for the preservation and enjoyment of substantial property rights of the Applicant.*

Given the sub-standard size of the existing lot, the County storm water setback requirements would render nearly 10% of otherwise usable lot square footage as unusable to construct a primary structure. When combined the prescribed County primary and secondary building setback requirements, these standard setback requirements as applied to the applicant lot would render approximately 60% of the total lot size as unusable for the construction of a primary structure. As such, the magnitude of the proposed storm water pipe setback area is substantial when compared to the total lot size.

Additionally, given the relatively narrow width of the existing/proposed building (approximately 20 feet) and the asymmetric path of travel west-to-east across the property line, reducing the primary structure size in order to strictly conform to the prescribed storm water pipe setback requirements has a substantial impact ipso facto on the overall structure dimensions outside of the setback. Reducing the proposed building footprint to conform to the standard prescribed storm water pipe setbacks would, therefore, create an additional, unintended burden on the applicant for the portion of the house that does not encroach on the proposed storm water setback area. The proposed overall structure and improvements as submitted are, as outlined by the County staff findings, consistent with the other neighboring structures with the historic neighborhood and R-6 zoning.

- 3. Required Finding:** *That the granting of the exception will not be materially detrimental to the public welfare or injurious to other property in the territory in which the property is situated.*

Considering the nominal dimensions of the encroachment into the proposed standard storm water pipe setback area and the relative positioning of adjacent neighboring structures within the historic district to the storm water pipe, the granting of this exception will not be materially detrimental nor injurious to other property.

CONDITIONS OF APPROVAL FOR COUNTY FILE #CDVR19-01051

Project Approval

- 1. Variance approval** is granted for the following:

- A 1-foot, 10-inch side yard (where 5 feet is required) along the western property boundary; an 8-foot, 9-inch side yard (where 10 feet is required) along the

eastern property boundary; and a 10-foot, 8-inch side yard aggregate (where 15 feet is required) all for 1st and 2nd story additions to an existing single-family residence and a wooden deck;

- A 0-foot side yard along the western property boundary (where 3 feet is required) and a 17-foot, 6-inch front setback along the northern boundary for a retaining wall over 3-feet in height; and
- A 0-foot side yard along the eastern property boundary (where 10 feet is required) for two tandem off-street parking spaces.

- 2. Small Lot Design Review approval** is granted to allow the construction of living space additions, covered balcony and porch additions, a new wooden deck and wading pool, and a retaining wall all as shown on the approved plans.
- 3. Exception approval** is granted for a 2.5-foot width (where 3-feet is required) from the culvert wall to the building footprint as shown on the site plan dated October 21, 2020, provided the overall required easement width is preserved.

- The approvals described above are granted based on and as shown on the following documents:

- Application and materials received by the Department of Conservation, Community Development Division (CDD) on November 18, 2019.
- Revised project plans received on October 22, 2020.

Any deviation from the approved plans shall require review and approval by the CDD and may require the filing of an application for a new Variance or Small Lot Design Review Permit.

General Provisions

- Grading and building permits from the County shall be obtained, as necessary, for any development approved as part of this permit.

Historical Resources (Port Costa Historic District)

- Prior to CDD stamp-approval of plans for the issuance of building permits,** the applicant shall submit a color palette for the exterior of the residence to staff of the CDD for review and approval.

- Prior to final building inspection,** applicant shall submit as-built color photographs to staff of the CDD for review and verification that the approved elevations (including design and shown exterior building materials) were correctly executed on site.

58 Canyon Lake Dr.
Port Costa, CA 94569

DRAFTING CAFE ARCHITECTS

T: 510-251-2511
F: 510-735-9797
E: info@draftingcafe.com
www.draftingcafe.com



REVISONS NO.	DESCRIPTION	DATE

Conditions of Approval

DATE March 3, 2021

PROJECT 19066

SCALE 1/8" = 1'-0"

A0.2

Application Costs

8. This variance permit application was subject to an initial deposit of \$1,000.00. Applications are subject to time and material costs if the application review expenses exceed the initial deposit. Any additional fees due must be paid prior to an application for a grading or building permit, or 60 days of the effective date of this permit, whichever occurs first.

Construction Restrictions

9. The owners and their contractors shall comply with the following restrictions and requirements:

- A. All construction activities, including delivery of construction materials, shall be limited to the hours of 8:00 A.M. to 5:00 P.M., Monday through Friday, and are prohibited on State and Federal holidays on the calendar dates that these holidays are observed by the State or Federal government as listed below:

- New Year's Day (State and Federal)
Birthday of Martin Luther King, Jr. (State and Federal)
Washington's Birthday (Federal)
Lincoln's Birthday (State)
President's Day (State and Federal)
Cesar Chavez Day (State)
Memorial Day (State and Federal)
Independence Day (State and Federal)
Labor Day (State and Federal)
Columbus Day (State and Federal)
Veterans Day (State and Federal)
Thanksgiving Day (State and Federal)
Day after Thanksgiving (State)
Christmas Day (State and Federal)

For details on the dates the State and Federal holidays occur, please visit the following websites:

Federal: http://www.federalreserve.gov/aboutthefed/k8.htm
State: http://www.sos.ca.gov/state-holidays/

Exception (Subject to Advisory Agency findings and approval)

Applicant shall be granted for a 2.5-foot width (where 3-feet is required) from the culvert wall to the building footprint as shown on the site plan dated October 21, 2020, provided the overall required easement width is preserved.

ADVISORY NOTES

ADVISORY NOTES ARE NOT CONDITIONS OF APPROVAL; THEY ARE PROVIDED TO ALERT THE APPLICANT TO ADDITIONAL ORDINANCES, STATUTES, AND LEGAL REQUIREMENTS OF THE COUNTY AND OTHER PUBLIC AGENCIES THAT MAY BE APPLICABLE TO THIS PROJECT.

A. NOTICE OF OPPORTUNITY TO PROTEST FEES, ASSESSMENTS, DEDICATIONS, RESERVATIONS OR OTHER EXACTIONS PERTAINING TO THE APPROVAL OF THIS PERMIT.

Pursuant to California Government Code Section 66000, et seq., the applicant has the opportunity to protest fees, dedications, reservations or exactions required as part of this project approval. To be valid, a protest must be in writing pursuant to Government Code Section 66020 and must be delivered to the Community Development Division within a 90-day period that begins on the date that this project is approved.

B. Additional requirements may be imposed by the following agencies and departments:

- Contra Costa County Building Inspection Division
Contra Costa Environmental Health Division
Crockett-Carquinez Fire Protection District
Crockett Sanitary District
Contra Costa Water District

The Applicant is strongly encouraged to review these agencies' requirements prior to continuing with the project.



Federal Emergency Management Agency
Washington, D.C. 20472

January 22, 2021

MR. GREGORY ST. JOHN
ST. JOHN LAND CONSULTING
846 CLIFTON COURT
BENICIA, CA 94510

CASE NO.: 21-09-0425A
COMMUNITY: CONTRA COSTA COUNTY, CALIFORNIA (UNINCORPORATED AREAS)
COMMUNITY NO.: 060025

DEAR MR. ST. JOHN:

This is in reference to a request that the Federal Emergency Management Agency (FEMA) determine if the property described in the enclosed document is located within an identified Special Flood Hazard Area, the area that would be inundated by the flood having a 1-percent chance of being equaled or exceeded in any given year (base flood), on the effective National Flood Insurance Program (NFIP) map.

Additional documents are enclosed which provide information regarding the subject property and LOMAs. Please see the List of Enclosures below to determine which documents are enclosed. Other attachments specific to this request may be included as referenced in the Determination/Comment document.

Sincerely,

Luis V. Rodriguez, P.E., Director
Engineering and Modeling Division
Federal Insurance and Mitigation Administration

LIST OF ENCLOSURES:
LOMA-DEN DETERMINATION DOCUMENT (NON-REMOVAL)

cc: State/Commonwealth NFIP Coordinator
Community Map Repository
Region

Form header and body for LOMA-DEN DETERMINATION DOCUMENT (NON-REMOVAL) ATTACHMENT 1 (ADDITIONAL CONSIDERATIONS). Includes FEMA logo, date, case number, and a 'ZONE A' section explaining the National Flood Insurance Program map.



Federal Emergency Management Agency
Washington, D.C. 20472

ADDITIONAL INFORMATION REGARDING DENIALS OF REQUESTS FOR LETTERS OF MAP AMENDMENT AND LETTERS OF MAP REVISION BASED ON FILL

When making determinations on requests for Letters of Map Amendment (LOMAs) and Letters of Map Revision based on the placement of fill (LOMR-Fs), the Department of Homeland Security's Federal Emergency Management Agency (FEMA) bases its determination on the flood hazard information available at the time of the determination.

Requesters also should be aware that FEMA's denial of a request to remove a property (parcel of land or structure) from the Special Flood Hazard Area (SFHA) means FEMA has determined the property is subject to inundation by the flood having a 1-percent chance of being equaled or exceeded in any given year (base flood).

If FEMA denies a request for a LOMA because the elevation of the lowest adjacent grade (the lowest ground touching a structure) is below the BFE and that elevation is raised to or above the BFE by the placement of fill material, the requester may submit the appropriate supporting data and request a LOMR-F in accordance with Paragraph 65.5(a)(4) of the NFIP regulations.

If fill material is used to elevate the lowest ground touching the structure and the lowest floor (including basement/crawl space) to or above the BFE, the requester also must submit a completed copy of Form 4, "Community Acknowledgment of Requests Involving Fill," from the MT-1 application forms package that is to be used for all LOMR-F requests.

Effective October 1, 1996, FEMA revised the fee schedule for reviewing and processing requests for conditional and final modifications to published flood information and maps, thereby establishing flat review and processing fees for most types of requests.

LOMAENC-2 (LOMA Denial)

Main LOMA-DEN DETERMINATION DOCUMENT (NON-REMOVAL) form. Includes header, community and map panel information, affected map panel, flooding source, determination table, and additional considerations.

Determination table with columns: LOT, BLOCK/SECTION, SUBDIVISION, STREET, OUTCOME, FLOOD ZONE, 1% ANNUAL CHANCE FLOOD ELEVATION (NAVD 88), LOWEST ADJACENT GRADE ELEVATION (NAVD 88), LOWEST LOT ELEVATION (NAVD 88). Row 1: 13 & 14, 3, Town of Port Costa, 58 Canyon Lake Drive, Structure (Residence), A, 34.2 feet, 33.1 feet, --.

Special Flood Hazard Area (SFHA) - The SFHA is an area that would be inundated by the flood having a 1-percent chance of being equaled or exceeded in any given year (base flood).

This document provides the Federal Emergency Management Agency's determination regarding a request for a Letter of Map Amendment for the property described above. Using the information submitted and the effective National Flood Insurance Program (NFIP) map, we have determined that the structure(s) on the property(ies) is/are located in the SFHA, an area inundated by the flood having a 1-percent chance of being equaled or exceeded in any given year (base flood).

This determination is based on the flood data presently available. The enclosed documents provide additional information regarding this determination and information regarding your options for obtaining a Letter of Map Amendment. If you have any questions about this document, please contact the FEMA Map Information eXchange (FMIX) toll free at (877) 336-2627 (877-FEMA MAP) or by letter addressed to the Federal Emergency Management Agency, Engineering Library, 3601 Eisenhower Ave Ste 500, Alexandria, VA 22304-6426.

Luis V. Rodriguez, P.E., Director
Engineering and Modeling Division
Federal Insurance and Mitigation Administration

B. Transporting of heavy equipment and trucks shall be limited to weekdays between the hours of 9:00 AM and 4:00 PM and prohibited on Federal and State holidays.

C. A good faith effort shall be made to avoid interference with existing neighborhood traffic flows and to minimize project-related disruptions to adjacent properties.

D. Construction equipment and materials shall be stored onsite.

E. The construction site shall be maintained in an orderly fashion. Litter and debris shall be contained in appropriate receptacles and shall be disposed of as necessary.

F. Any debris found outside the site shall immediately be collected and deposited in appropriate receptacles.

G. All stationary noise-generating equipment such as air compressors and concrete pumps shall be located as far away from adjacent residences as possible.

10. At least 45 days prior to the issuance of any building or grading permit, the property owner must calculate and establish the Base Flood Elevation (B.S.E) and submit to the Contra Costa County Public Works Department and CDD for consideration and verification.

PUBLIC WORKS RECOMMENDED

CONDITIONS OF APPROVAL FOR PERMIT CDVR19-01051

Applicant shall comply with the requirements of Title 8, Title 9 and Title 10 of the Ordinance Code. Any exception(s) must be stipulated in these Conditions of Approval. Conditions of Approval are based on the site plans submitted to the Department of Conservation and Development, Community Development Division, on October 21, 2020.

COMPLY WITH THE FOLLOWING CONDITIONS OF APPROVAL PRIOR TO ISSUANCE OF A BUILDING PERMIT AND PRIOR TO INITIATION OF THE USE PROPOSED UNDER THIS PERMIT.

11. A private storm drain easement, conforming to the width specified in Section 914-14.004 of the County Ordinance Code, shall be dedicated over the existing storm drain line traversing the site for use of the owners of Lots 15 and 16, Block 3, Town of Port Costa (CC Public Works Map T-173).

58 Canyon Lake Dr.
Port Costa, CA 94569

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Table with 4 columns: DATE, DESCRIPTION, NO., REVISIONS.

Conditions of Approval & FEMA Letter of Map Amendment

DATE: March 3, 2021

PROJECT: 19066

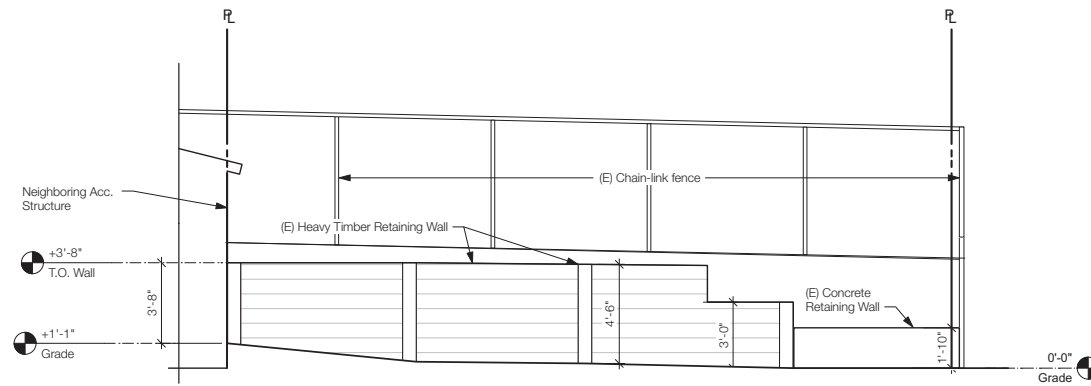
SCALE: 1/8" = 1'-0"

A0.3

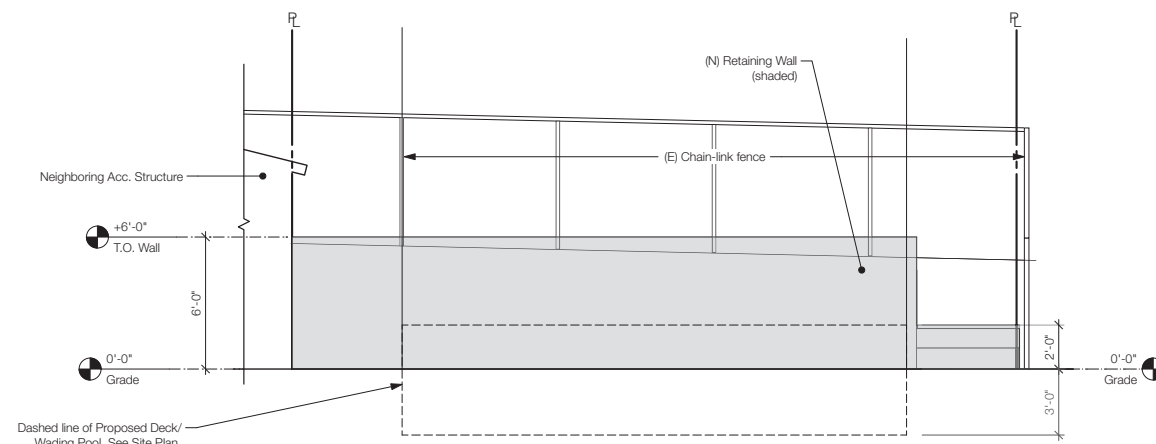
EXISTING DOOR SCHEDULE							
ID Label	Qty.	Width	Height	Type	Material	Finish	Notes
Existing							
1	1	28"	68"	Swing Simple			
2	1	2'10"	70"	Swing Simple			

EXISTING WINDOW SCHEDULE						
Id Label	Qty.	Operation	Width	Height	Manufacturer	Notes
Existing						
1	1	Single Hung	16"	28"		
2	1	Single Hung	26"	30"		
3	2	Single Hung	28"	48"		
4	1	Single Hung	30"	30"		
5	2	Single Hung	3'2"	4'8"		
6	1	Single Hung	3'2"	5'0"		
7	1	Single Hung	3'6"	5'0"		

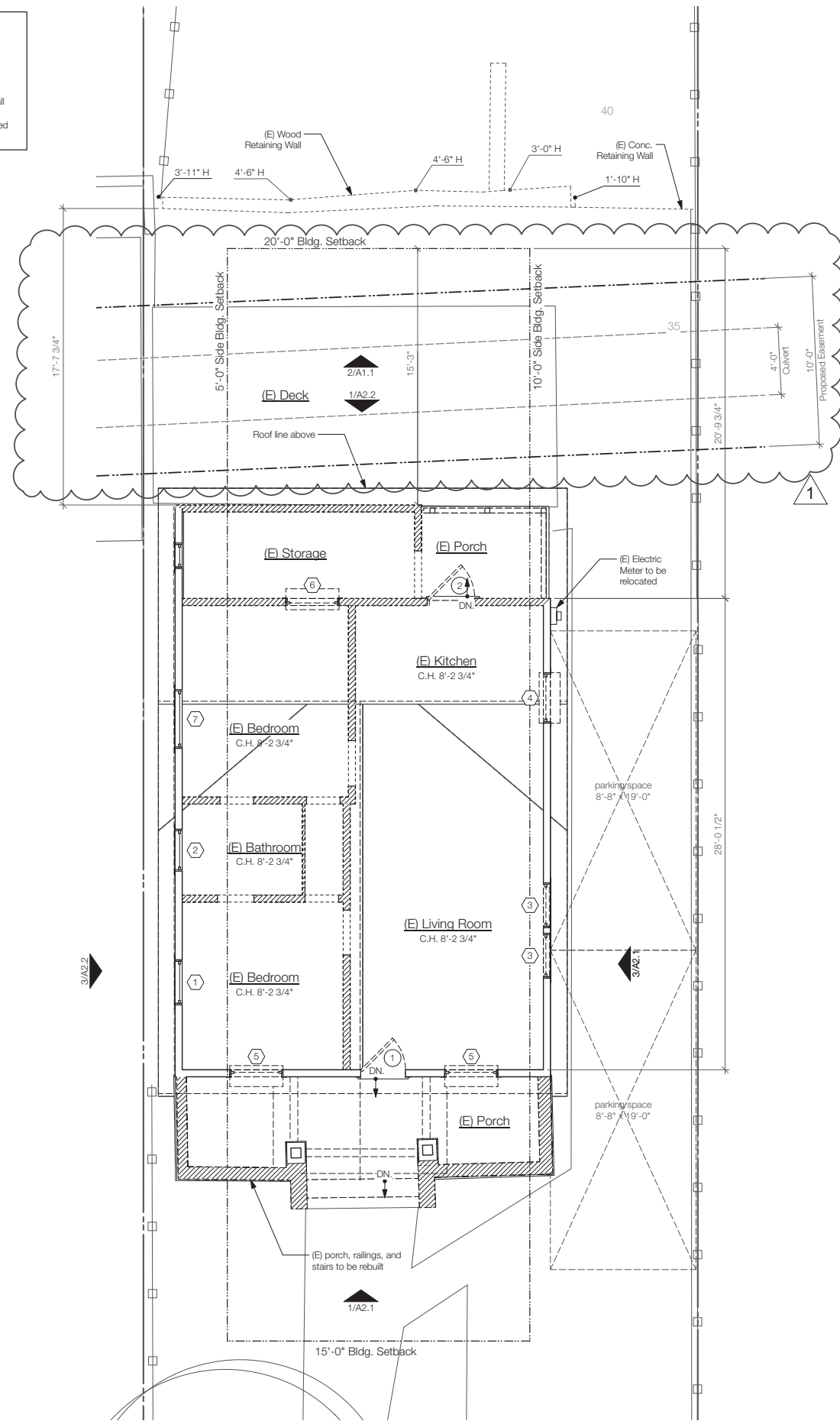
Wall Legend	
	(E) Wall
	(N) Wall
	(N) 1-hr rated fire wall
	Wall to be Demolished



2 Existing Retaining Wall
1/4" = 1'-0"



3 Proposed Retaining Wall
1/4" = 1'-0"



1 Main Floor Plan - Existing
1/4" = 1'-0"



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REVISIONS	NO.	DESCRIPTION	DATE

Existing Floor Plans /
Existing & Proposed
Retaining Wall Elevations
DATE: March 3, 2021
PROJECT: 19066
SCALE: 1/4" = 1'-0"

A1.1

Residential Building Code (CRC)

Flame spread index and smoke-developed index for insulation.
 Insulation materials shall have a flame spread index not to exceed 25 and smoke-developed index not to exceed 450 where tested in accordance with ASTM E84 or UF 723.

Interior finish materials.
 Wall and ceiling finishes shall have a flame spread index of not greater than 200 and a smoke-developed index of not greater than 450.

Interior finish materials.
 Interior finish materials shall be installed in a way that prevents them from becoming detached when subjected to room temperatures of 200°F for at least 30 minutes.

Outside opening protection.
 Air exhaust and intake openings shall be protected with corrosion-resistant screens, louvers or grilles having an opening size of not less than 1/4 inch and a maximum opening size of 1/2 inch, in any dimension.

Habitable space.
 Provide a heating system capable of maintaining a minimum indoor temperature of 68 degrees F at a level 3'-0" above the floor.

Bathub and shower spaces.
 Showers and tub/shower combinations shall be finished with a nonabsorbent surface to at least 6 feet above the floor.

Glazing and Wet Surfaces.
 Tempered glazing shall be provided in walls or enclosures containing bathtubs or showers, or facing tubs where the bottom exposed edge of the glazing is less than 60 inches measured vertically above any standing or walking surface. Exception: Glazing that is more than 60 inches measured horizontally and in a straight line, from the water's edge of a bathtub, hot tub, spa or whirlpool.

Alarm listings.
 Smoke alarms shall be listed in accordance with UL 217. Carbon monoxide alarms shall be listed in accordance with UL 2034. Combination smoke and carbon monoxide alarms shall be listed in accordance with both UL 217 and UL 2034.

Alarm interconnection and power.
 Smoke and carbon monoxide alarms are required to be interconnected such that activation of one alarm will activate all of the alarms and shall receive their primary power from the building wiring. Interconnection is not required where repairs or alterations to existing buildings do not result in the removal of wall and ceiling finishes and there is no access by means of attic, basement or crawl space.

Under-floor ventilation.
 193. Under-floor ventilation. A minimum of 1 sq ft of ventilation opening is required in under-floor areas per 150 sq ft of under-floor area. Each corner of the building shall have at least one ventilation opening shall be within 3 ft of each corner. Ventilation may be reduced to 1/1500 if a Class I vapor retarder covers the ground and the vents are located to provide cross ventilation.

Attic venting.
 Attics vents should provide a net ventilation area of at least 1/150 of the attic area. Net area of the vents may be reduced to 1/300 of the attic area if 40%-50% of ventilation is provided within 3 feet of the ridge, but may be lower where framing members prevent it. The remainder of vents should be eave vents.

Vent and insulation clearance.
 Insulation should not block air flow at eave and cornice vents. At least one inch of space shall be provided at the location of the vent and between the insulation and roof sheathing.

Plumbing Code(CPC)

Mixing valves.
 Provide showers and tub-shower combinations with individual control valves that are pressure balancing, thermostatic or combination mixing valve type that prevent scald and thermal shock protection. Installer shall adjust such valves per manufacturer's instructions to deliver a maximum mixed water setting of 120°F.

Shower dam or threshold.
 Shower dams and thresholds shall be between 2 inches and 9 inches in depth where measured from the top of the dam or threshold to the top of the drain. The shower floor shall slope no more than 1/4 inch per foot, and not less than 1/8 inch per foot. Control valves and shower heads shall be located on the sidewall of shower compartments or be otherwise arranged so that the showerhead does not discharge directly at the entrance to the compartment. Shower doors shall open outward with a minimum 22 inches unobstructed opening for egress. Shower pan dimensions must be a minimum area of 1024 square inches and a minimum finish dimension of 30 inches in any direction.

Dishwasher.
 No domestic dishwashing machine shall be directly connected to a drainage system or food waste disposer without the use of an approved dishwasher air gap fitting on the discharge side of the dishwashing machine. All new dishwashers must have a hammer arrester. GFCI protection shall be provided for outlets that supply dishwashers installed in dwelling unit locations.

Water heater installation.

Indoor water heater vent. Water heaters in closets or other enclosed areas shall be provided with adequate make-up air. One vent shall be within 12 inches of the top of the enclosed area, and one vent within 12 inches of the bottom. Each vent shall have a free area of not less than 1 square inch per 1,000 Btu/h of the total input rating of the appliances within the space.

Water heater sizing. The new water heater(s) shall be sized to comply with the first hour rating required by CPC Table 501.1(1), 210.

Water heater strapping. Water heaters with tanks shall be anchored or strapped to resist horizontal displacement due to earthquake motion. Strapping shall be at points within the upper one third and lower one-third of its vertical dimensions. At the lower point, a minimum distance of four inches shall be maintained above the controls with the strapping.

Water heater installation in garage. Appliances in garages and in adjacent spaces that open to the garage and are not part of the living space of a dwelling unit shall be installed so that burners and burner-ignition devices are located not less than 18 inches above the floor unless listed as flammable vapor ignition resistant.

Water Hammer.

Devices such as dishwashers and washing machines that have quick-acting valves require a water hammer arrester installed as close as possible to the device.

Mechanical Code (CMC)

Air vents.
 Air vents shall be covered with a screen having openings between 1/4 inch and 1/2 inch, and shall be designed to prevent rain intrusion.

Environmental air vents.
 Termination of all environmental air ducts (e.g., bath fan, dryer vent, range hood, etc.) shall be at least 3 feet from a property line and from openings into the building, and 10 feet from a forced air inlet.

Laundry Makeup Air.

A minimum opening of 100 square inches for makeup air shall be provided in the laundry closet door or by other approved means. Moisture exhaust duct shall terminate to the outside and shall be equipped with a back-draft damper. Exhaust duct length is limited to a combined horizontal and vertical length of 14 feet with 2 elbows. Two feet shall be deducted for each 90 degree elbow in excess of two.

CalGreen(CGBSC)

Water closets.
 The effective flush volume of all water closets shall not exceed 1.28 gallons per flush. Tank-type water closets shall be certified to the performance criteria of the US EPA WaterSense Specification for Tank-type Toilets.

Single showerhead.
 Showers with a single showerhead shall have a maximum flow rate of not more than 1.8 gallons per minute at 80 psi. Showerheads shall be certified to the performance criteria of the US EPA WaterSense Specification for Showerheads.

Residential lavatory faucets.
 The maximum flow rate of residential lavatory faucets shall not exceed 1.2 gallons per minute at 60 psi. The minimum flow rate of residential lavatory faucets shall not be less than 0.8 gallons per minute at 20 psi.

Kitchen faucets.
 The maximum flow rate of kitchen faucets shall not exceed 1.8 gallons per minute at 60 psi. Kitchen faucets may temporarily increase the flow above the maximum rate, but not to exceed 2.2 gallons per minute at 60 psi, and must default to a maximum flow rate of 1.8 gallons per minute at 60 psi.

Rodent proofing.
 Annular spaces around pipes, electric cables, conduits or other openings in plates at exterior walls shall be protected against the passage of rodents by closing such openings with cement mortar, concrete masonry or similar method acceptable to the enforcing agency.

Owner manual.
 An operation and maintenance manual shall be provided to the building occupant or owner.

Duct openings during construction.
 Duct openings and other related air distribution component openings shall be covered during construction.

Adhesives, sealants and caulks.
 Adhesives, sealants and caulks shall be compliant with VOC and other toxic compound limits.

Paints, stains and other coatings.
 Paints, stains and other coatings shall be compliant with VOC limits.

Aerosol paints and coatings.
 Aerosol paints and coatings shall be compliant with product weighted MIR limits for ROC and other toxic compounds.

Compliance documentation.
 Documentation shall be provided to verify that compliant VOC limit finish materials have been used.

Carpet and carpet systems.
 Carpet and carpet systems shall be compliant with VOC limits.

Wood products.
 Particleboard, medium density fiberboard (MDF) and hardwood plywood used in interior finish systems shall comply with low formaldehyde emission standards.

Moisture content.
 Moisture content of building materials used in wall and floor framing shall be checked before enclosure. Wall and floor framing shall not be enclosed when the framing members exceed 19% moisture content.





Bathroom Ventilation.
 Fans in bathrooms containing a tub or shower to be controlled by a humidistat and be energy star rated. Humidity controls shall be capable of adjustment between a relative humidity of 50% and 80%. If the bathroom fan provides continuous ventilation as required by the Energy Code it is exempt.

Grading and paving.
 If the project disrupts the existing drainage path, the plans shall indicate how site grading or a drainage system will manage all surface water flows to keep water from entering buildings.

Civil Code

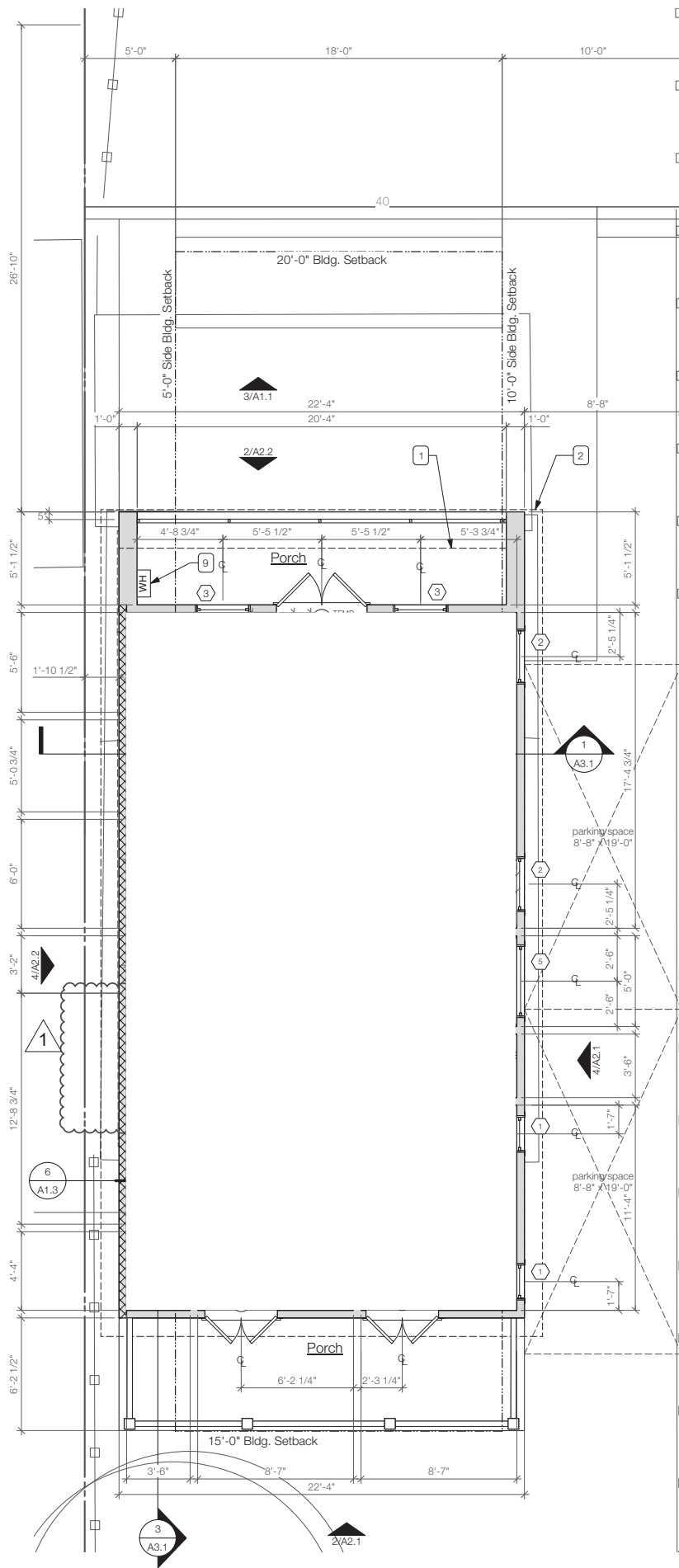
Noncompliant plumbing fixtures
 All noncompliant plumbing fixtures must be replaced to meet current water-conserving standards if property was built before Jan. 1, 1994, (California Civil Code sections 1101.1 through 1101.8).

Wall Legend

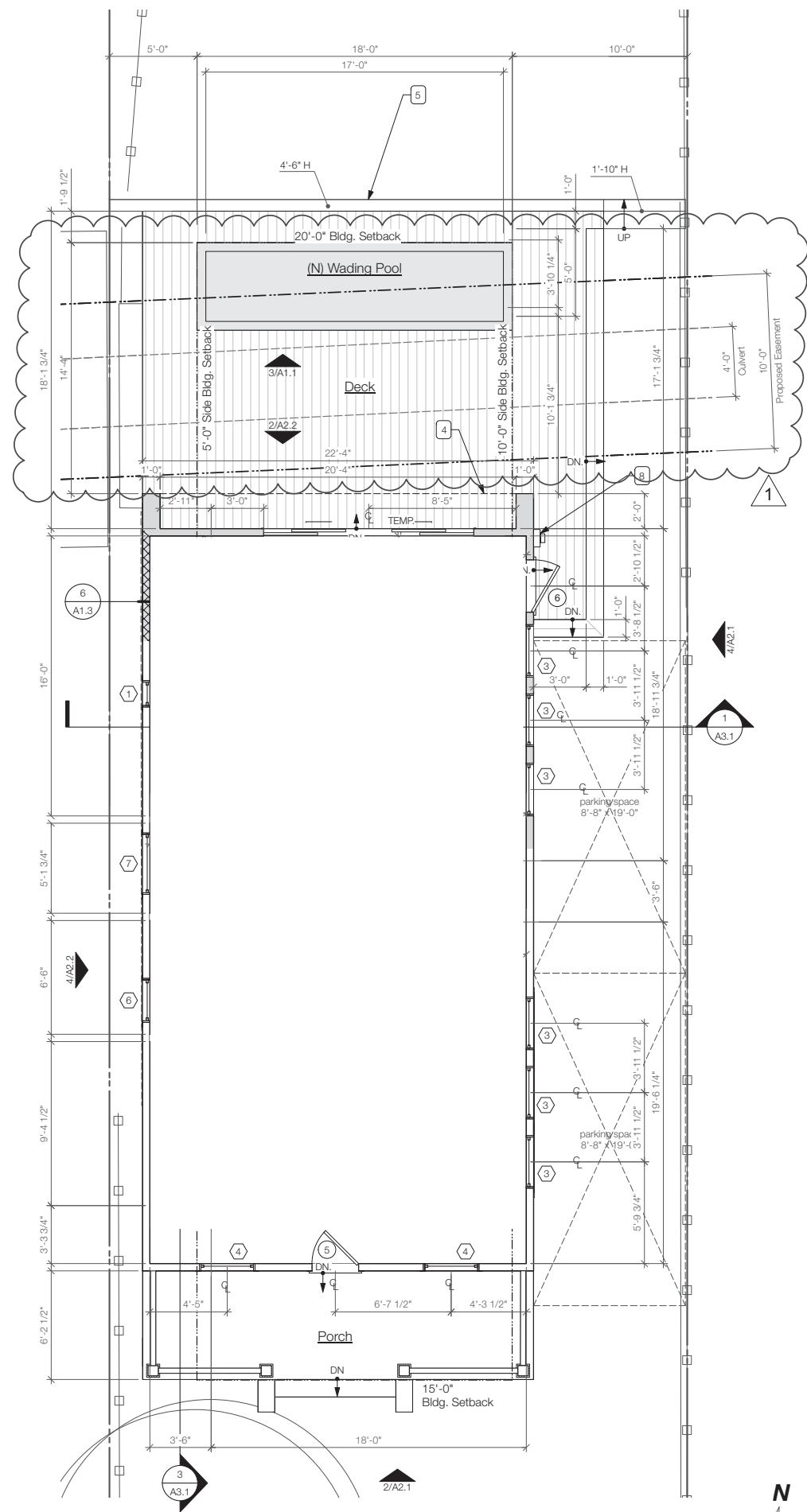
	(E) Wall
	(N) Wall
	(N) 1-hr rated fire wall
	Wall to be Demolished

Keynotes

1. Indicates Lower Level Exterior Wall
2. Roof line above
- (N) countertop above washer and dryer
4. Indicates Upper Level Cantilever
- (N) Concrete Retaining Wall (shaded)
6. Provide 5/8" Type 'X' gyp. board at underside of stair
- (N) Upper Cabinets
- (N) Electric Meter
- (N) Tankless Water Heater



2 Proposed Upper Floor Plan
 1/4" = 1'-0"



1 Proposed Main Floor Plan
 1/4" = 1'-0"

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REVISIONS	DATE	
	NO.	DESCRIPTION

Proposed Floor Plans

DATE March 3, 2021

PROJECT 19066

SCALE 1/4" = 1'-0"

A1.2

Attic Vent Calculations:

Proposed (N) Attic

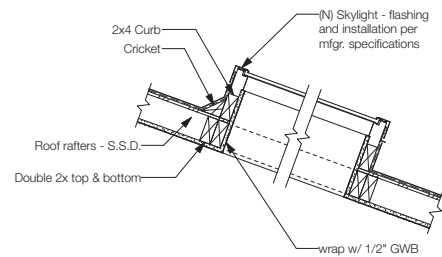
Attic Area at Second Floor: 827 SF
Vent factor: 1/150

$(827 \text{ SF} \times 1/150) 144 \text{ in}^2/11\text{ft}^2 = 794 \text{ s.i.}$

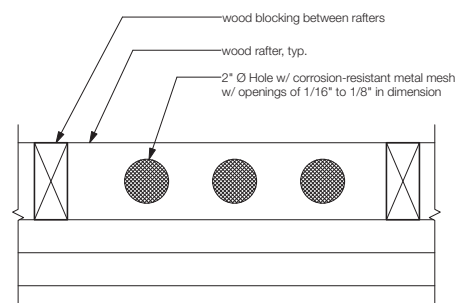
Req'd Net Free Ventilation Area (NFVA): 794 s.i.

Ridge vent: $(20 \text{ s.i. NFVA per ft}) \times (30 \text{ ft}) = 600.0 \text{ s.i.}$
Eave Vent: 9.42 NFVA per segment, 21 segments = 197.8

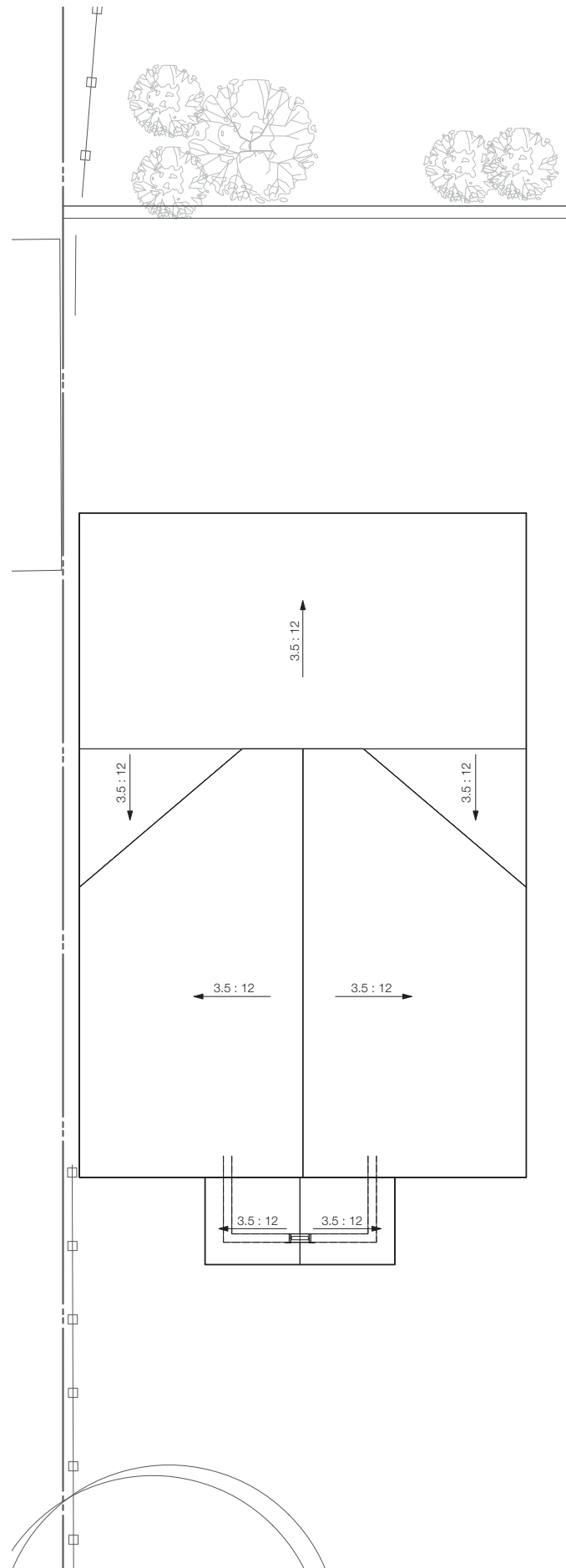
$600 \text{ s.i.} + 197.8 \text{ s.i.} = \mathbf{797.8 \text{ s.i. NFVA provided}}$



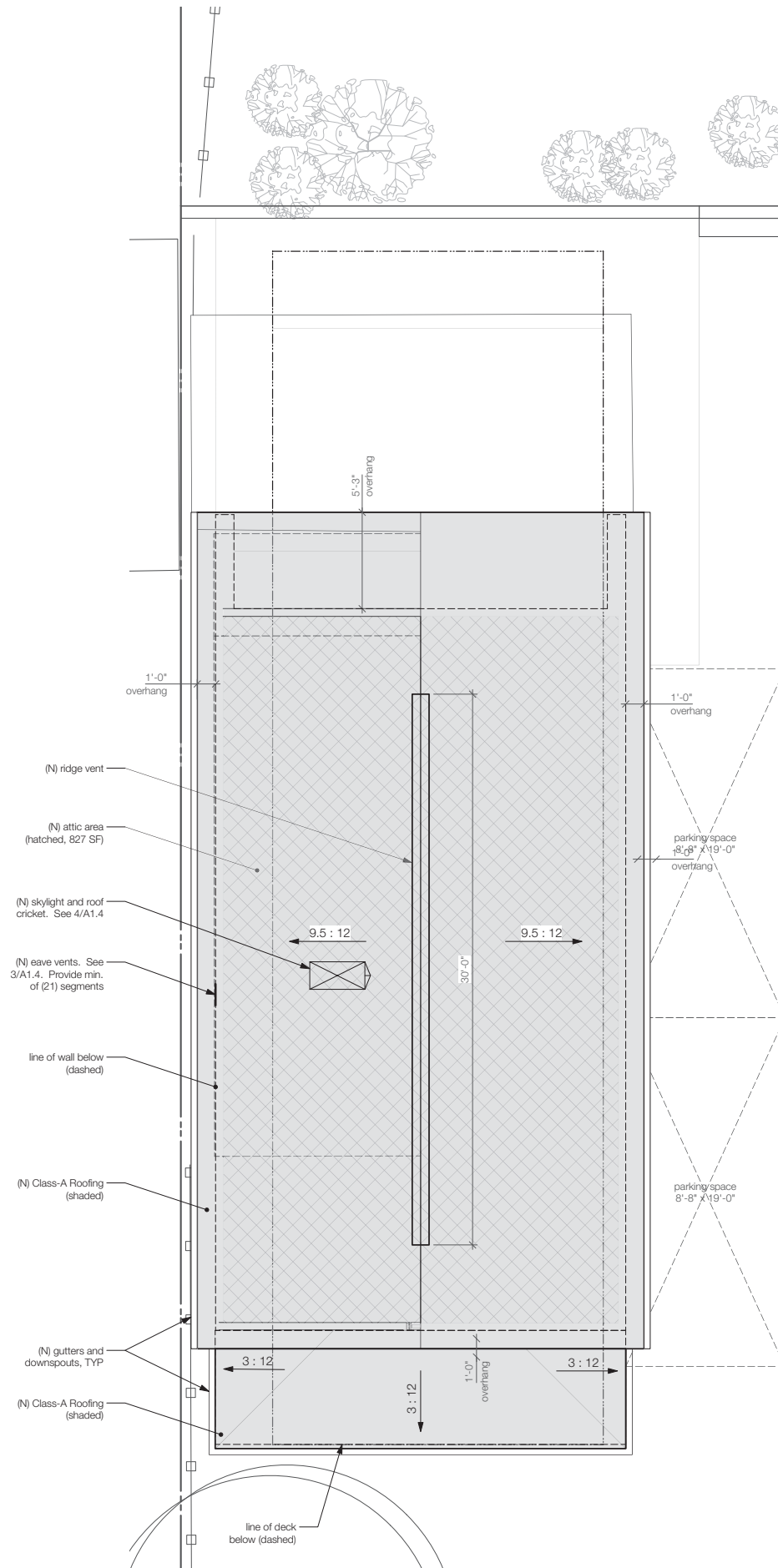
4 Skylight
Scale: 1" = 1'-0"



3 Typical Eave Vent
Scale: 3" = 1'-0"



2 Existing Roof Plan
1/4" = 1'-0"



1 Proposed Roof Plan
1/4" = 1'-0"



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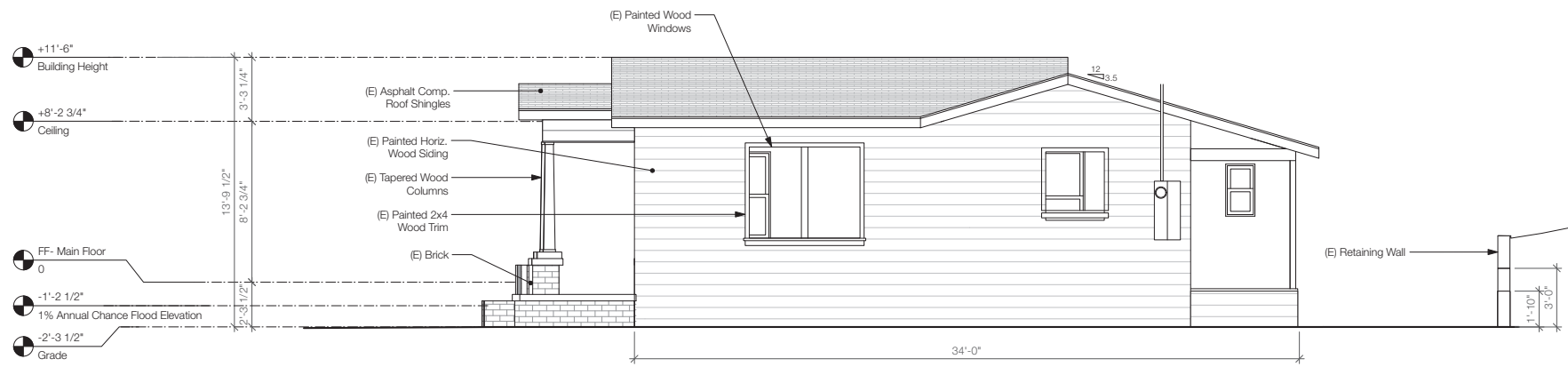


REVISIONS	NO.	DESCRIPTION	DATE	

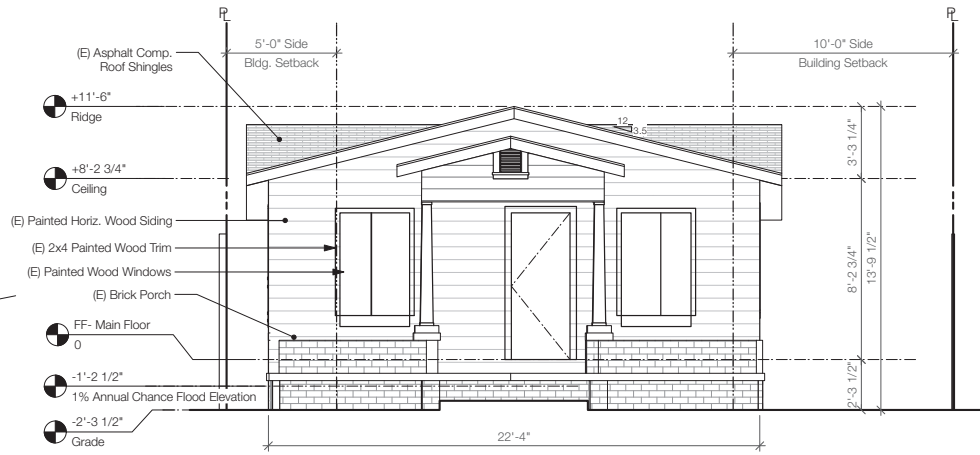
Existing & Proposed Roof Plans

DATE: March 3, 2021
PROJECT: 19066
SCALE: as noted

A1.4



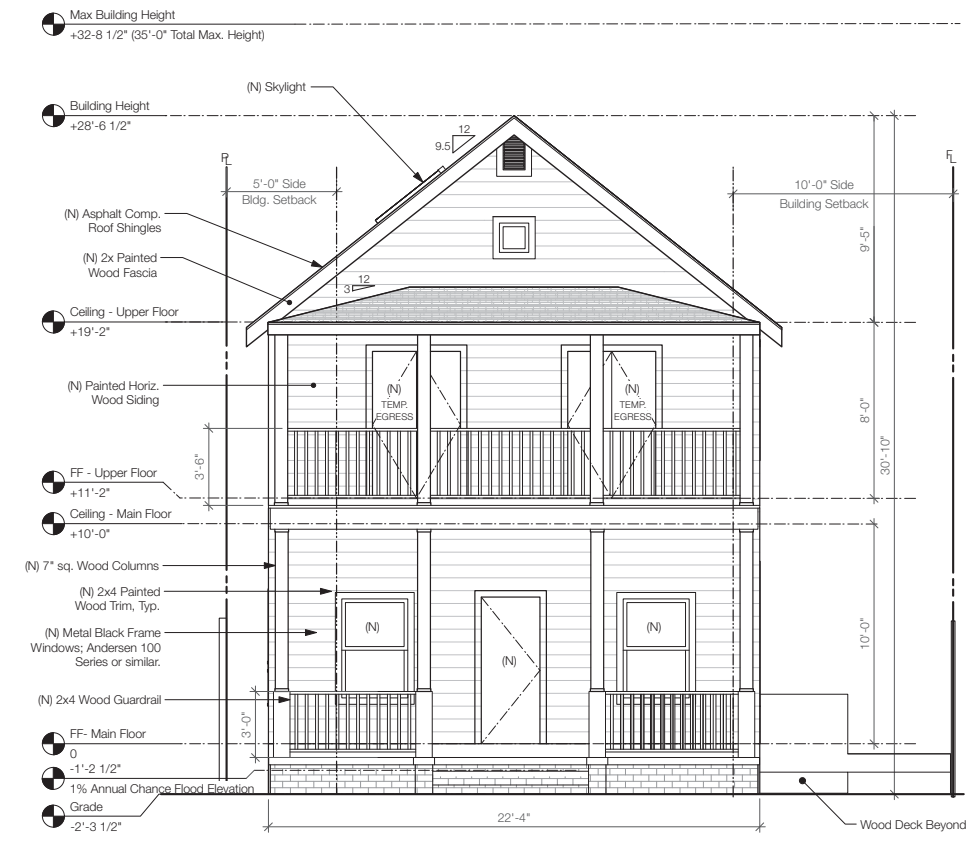
3 East (Side) Elevation - Existing
1/4" = 1'-0"



1 South (Front) Elevation - Existing
1/4" = 1'-0"



4 East (Side) Elevation - Proposed
1/4" = 1'-0"



2 South (Front) Elevation - Proposed
1/4" = 1'-0"

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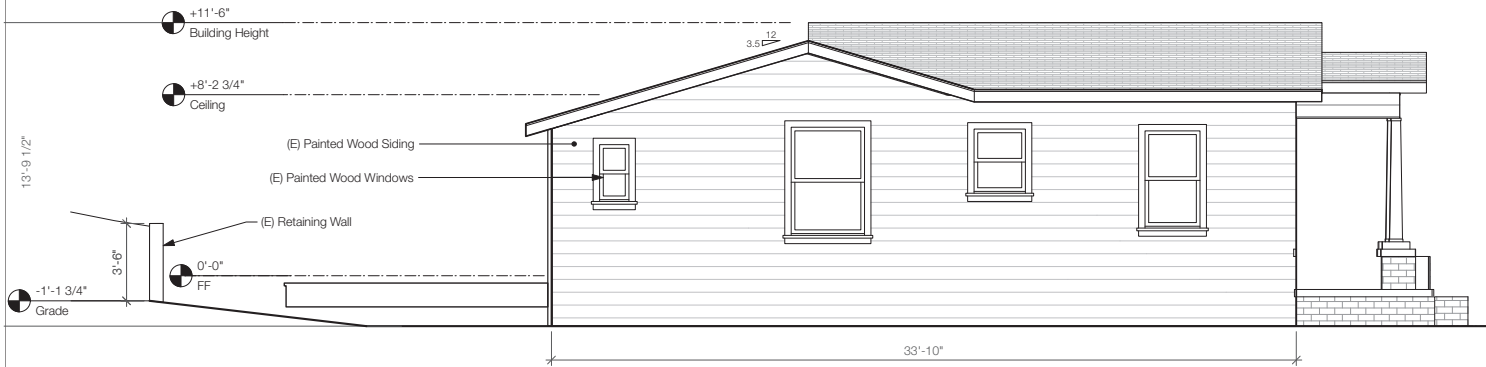
Existing & Proposed Elevations

DATE March 3, 2021

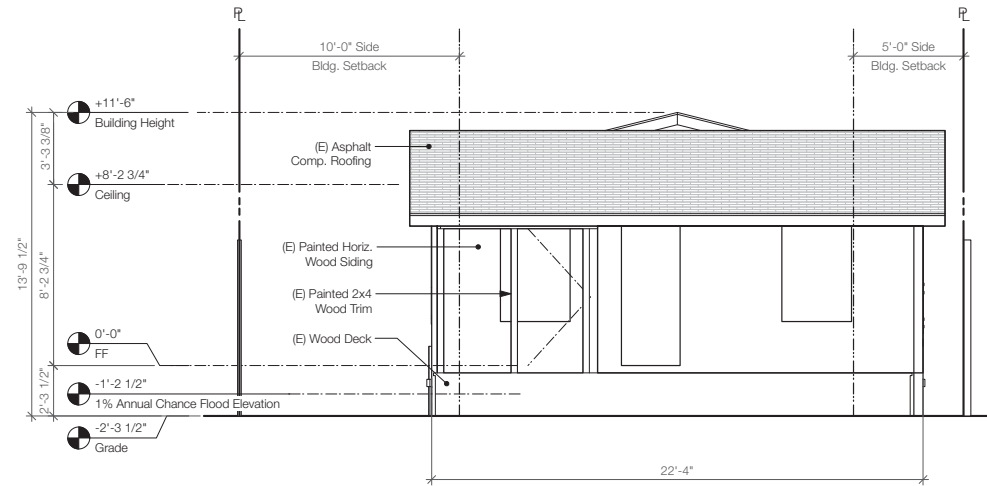
PROJECT 19066

SCALE 1/4" = 1'-0"

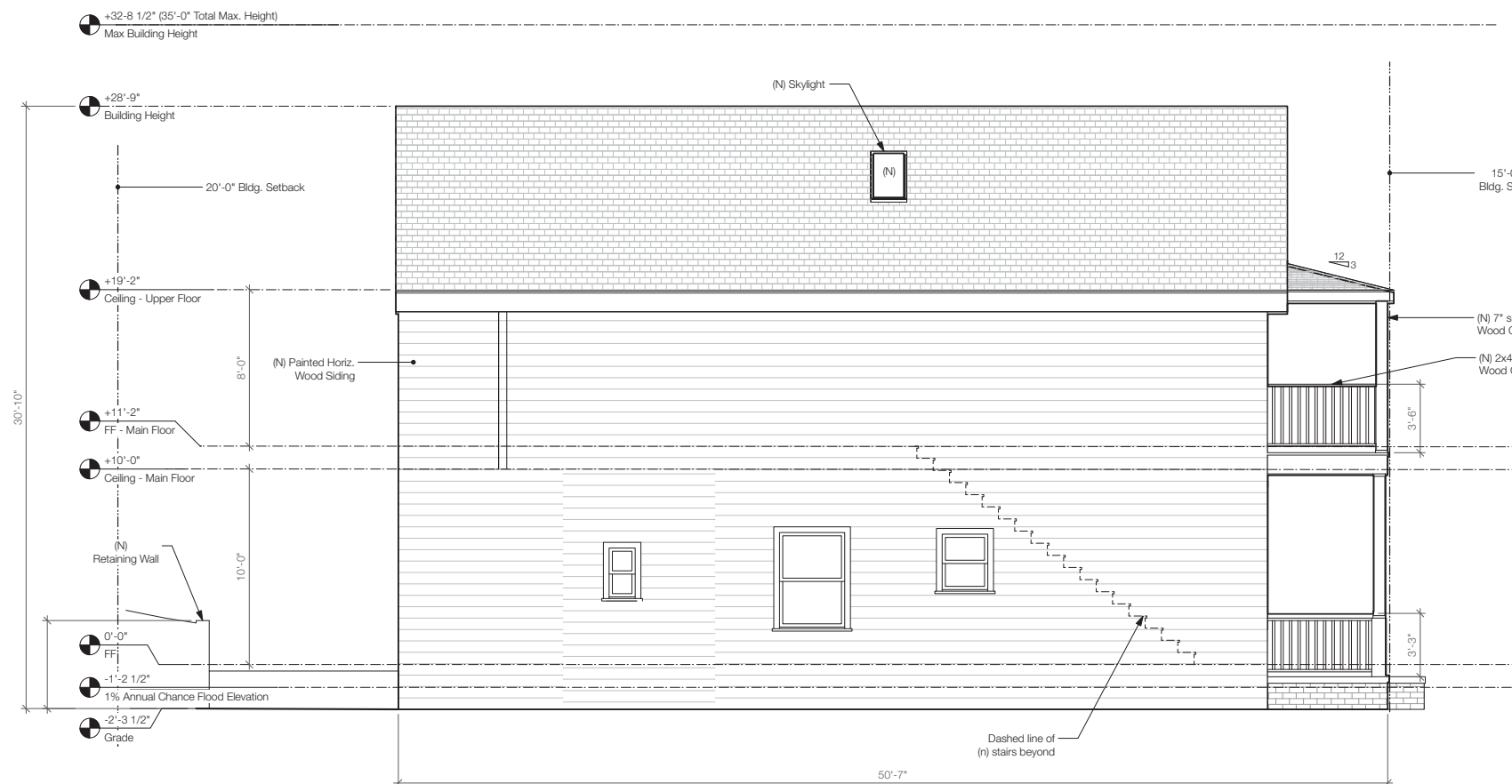
A2.1



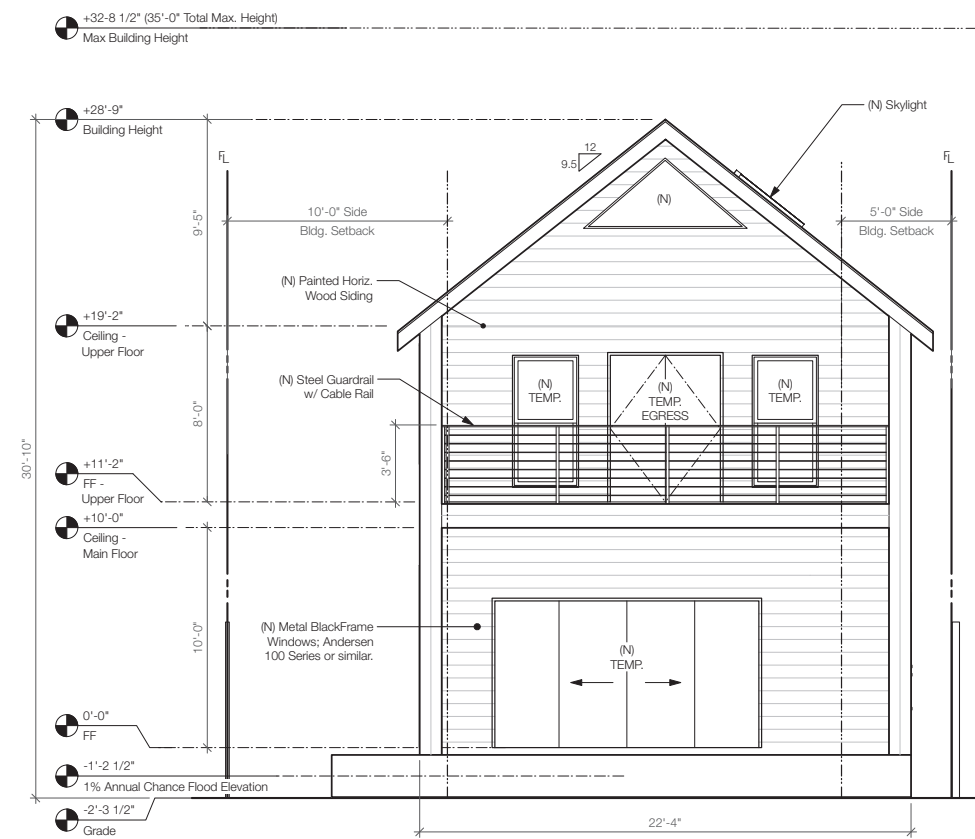
3 West (Side) Elevation - Existing
1/4" = 1'-0"



1 North (Rear) Elevation - Existing
1/4" = 1'-0"



4 West (Side) Elevation - Proposed
1/4" = 1'-0"



2 North (Rear) Elevation - Proposed
1/4" = 1'-0"

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REVISIONS	NO.	DESCRIPTION	DATE

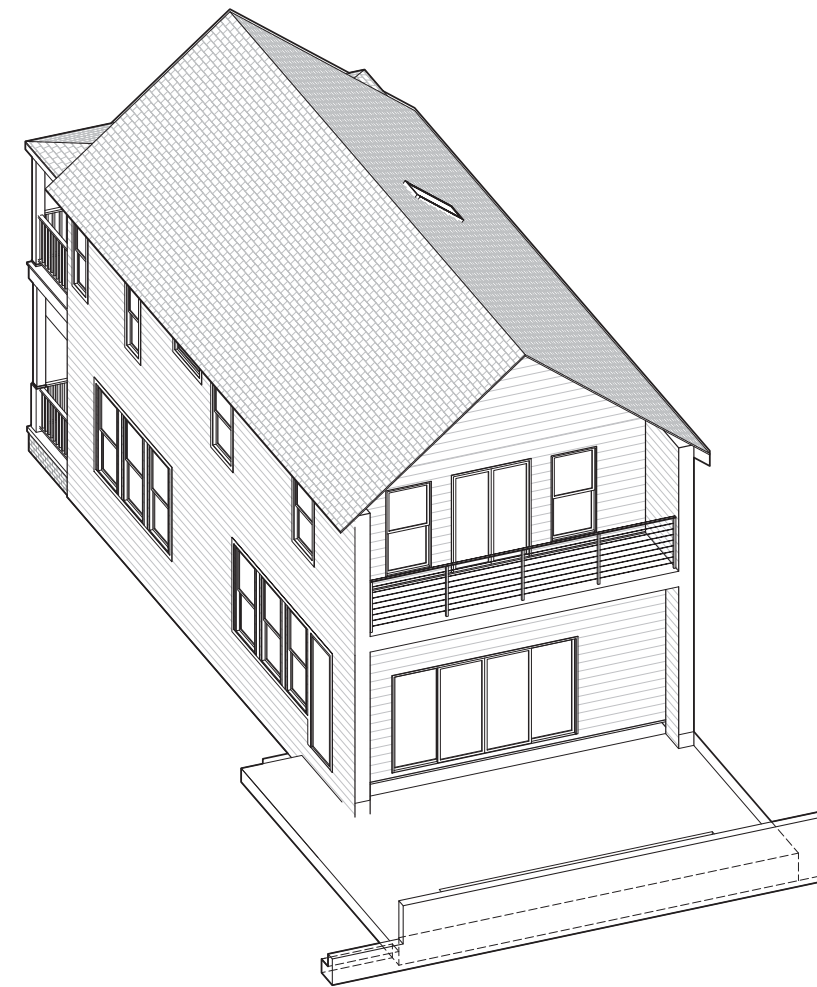
Existing & Proposed Elevations

DATE March 3, 2021

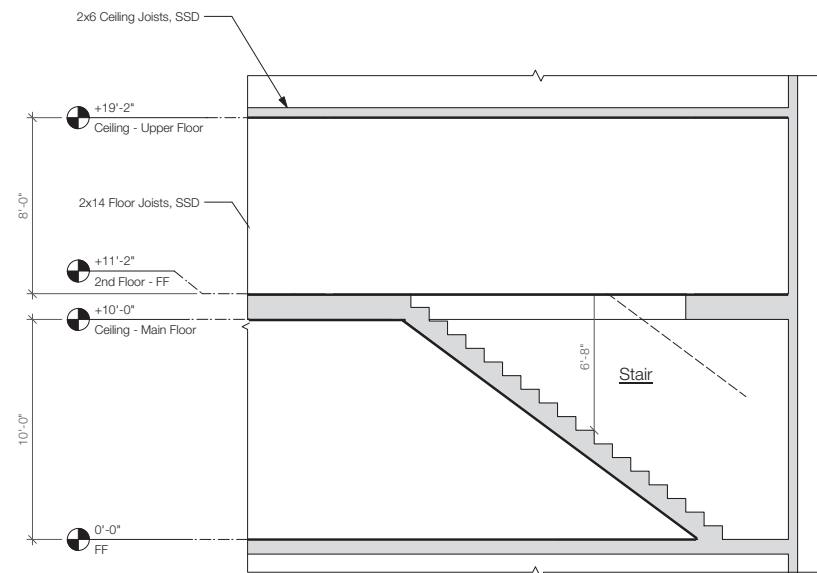
PROJECT 19066

SCALE 1/4" = 1'-0"

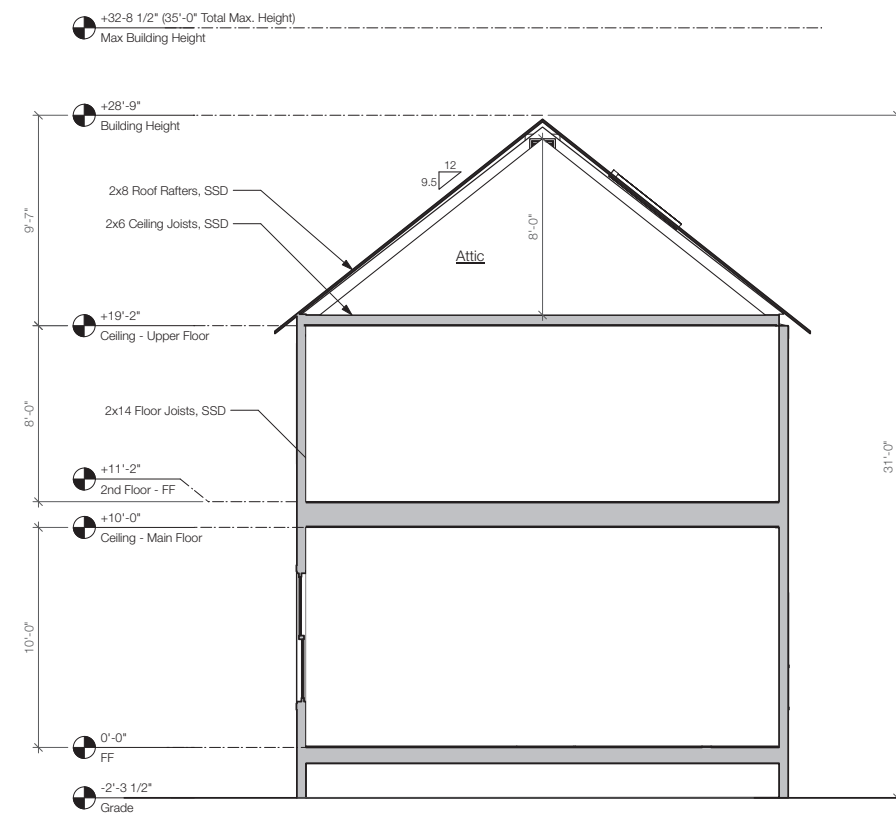
A2.2



2 3D Aerial Image
not to scale



3 Stair Cross Section
Scale: 1/4" = 1'-0"



1 Building Section
1/4" = 1'-0"

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REVISIONS	NO.	DESCRIPTION	DATE

Cross Sections & 3D
Aerial Image

DATE March 3, 2021

PROJECT 19066

SCALE as noted

A3.1

AGENCY COMMENTS

From: [Randolf Sanders](#)
To: [Syd Sotoodeh](#)
Cc: [Joshua Laranang](#); [Ronald Lai](#)
Subject: VR19-1051
Date: Tuesday, December 31, 2019 11:12:54 AM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)

Syd,

Apologies for not responding to the Variance for VR19-1051 sooner. This property lies within a Special Flood Hazard Area Zone A and therefore must determine the base flood elevation (BFE). There was an attempt for a nearby neighbor to be removed but it appears FEMA's response was non-removal. No second driveway is proposed based on the submittal. Public Works is in agreement and strongly urges one driveway per parcel/lot. If you have any questions please let me know and I will get back to you as soon as possible.

Sincerely,



Contra Costa County
Public Works
Department

Randolf Sanders, PE | Associate Civil Engineer

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

p: 925.313.2111 | f: 925.313.2333 | e: Randolf.Sanders@pw.cccounty.us |

<http://www.co.contra-costa.ca.us>

“Accredited by the American Public Works Association”

From: [Bradley Olazo](#)
To: [Syd Sotoodeh](#); [DCD PlanningHearing](#)
Cc: [Teri Rie](#); [Michelle Cordis](#)
Subject: Comments - Notice of Public Hearing for Variance VR #19 1051
Date: Monday, July 6, 2020 8:27:42 AM
Attachments: [image002.png](#)
[image003.png](#)

Hello Syd,

We received the Notice of Public Hearing to consider an application for a variance at 58 Canyon Lake Drive in Port Costa (APN 368-145-024), County file #VR19 1051. We received the Notice on June 24, 2020, and are providing the following comments:

1. The property is located in unformed Drainage Area 122A, therefore, no drainage fees are due at this time.
2. Our records show a portion of Bull Valley Creek runs through the northern section of this property. Any work that's on or near man-made drainage facilities or natural watercourses would require a 1010 County drainage permit from the County.

We appreciate the opportunity to review developments within the County. If you have questions, please let me know.

Thanks,



Bradley Olazo | Engineering Technician

Contra Costa County Public Works: Flood Control & Water Conservation District

255 Glacier Drive, Martinez, CA 94553

p: 925.313.2308 | e: Bradley.Olazo@pw.cccounty.us | cccpublicworks.org



Memo

January 28, 2021

TO: Syd Sotoodeh, Project Planner, Department of Conservation and Development
FROM: Randolph Sanders, Associate Civil Engineer, Engineering Services Division
SUBJECT: **VARIANCE PERMIT VR19-1051**
STAFF REPORT & RECOMMENDED CONDITIONS OF APPROVAL
(Bosworth/Canyon Lake Drive/Port Costa/APN 368-145-024)
FILE: VR19-1051

During the July 6, 2020 County Zoning Administrator (ZA) hearing, a local resident expressed concerns with the proposed project, variance permit VR19-1051, and informed County staff that the buried portion of Bull Valley Creek traversed the applicant's property. The ZA conditioned the applicant to provide information relative to the closed conduit to verify that its location will not be in conflict with the proposed improvements.

The applicant hired a surveyor and plotted the approximate location of Bull Valley Creek on the site plan dated October 21, 2020. In addition, the site plan included a 10-foot drainage easement over the conduit, the minimum width required per Section 914-14.004 of the County Ordinance Code. The site plan indicates the northwestern portion of the proposed residence will slightly encroach into the easement.

Due to the noted encroachment, the applicant submitted an exception request to Public Works from the easement setback requirements of the County Ordinance County Code on November 11, 2020. Section 914-10-004 of said Code requires the easement width to be three feet from the outside wall of the conduit, but no less than ten feet in total width. Additional width to accommodate the size of the conduit increases in even-foot increments.

The exception request was submitted in accordance with Chapter 92-6 of said Code and includes the following responses to the required findings:

1. That there are unusual circumstances or conditions affecting the property.

The applicant is proposing an alteration of an existing structure within a historic district where neighboring primary and secondary structures are constructed in close proximity to one another and encroach on various County prescribed setbacks. The applicant lot is sub-standard in size, with the total lot size representing approximately one-half (3300 square feet) of the standard lot size with an R-6 zoning designation. The property is

traversed sub-grade by a public sewer line, for which the applicant has received an encroachment permit, and a public storm water pipe, for which the applicant is proposing a setback that adheres to the standard County prescribed guidelines for new construction, with exception of the nominal encroachment on the western portion of the lot as outlined in the submitted plan set.

2. That the exception is necessary for the preservation and enjoyment of substantial property rights of the Applicant.

Given the sub-standard size of the existing lot, the County storm water setback requirements would render nearly 10% of otherwise usable lot square footage as unusable to construct a primary structure. When combined the prescribed County primary and secondary building setback requirements, these standard setback requirements as applied to the applicant lot would render approximately 60% of the total lot size as unusable for the construction of a primary structure. As such, the magnitude of the proposed storm water pipe setback area is substantial when compared to the total lot size.

Additionally, given the relatively narrow width of the existing/proposed building (approximately 20 feet) and the asymmetric path of travel west-to-east across the property line, reducing the primary structure size in order to strictly conform to the prescribed storm water pipe setback requirements has a substantial impact ipso facto on the overall structure dimensions outside of the setback. Reducing the proposed building footprint to conform to the standard prescribed storm water pipe setbacks would, therefore, create an additional, unintended burden on the applicant for the portion of the house that does not encroach on the proposed storm water setback area. The proposed overall structure and improvements as submitted are, as outlined by the County staff findings, consistent with the other neighboring structures with the historic neighborhood and R-6 zoning.

3. That the granting of the exception will not be materially detrimental to the public welfare or injurious to other property in the territory in which the property is situated.

Considering the nominal dimensions of the encroachment into the proposed standard storm water pipe setback area and the relative positioning of adjacent neighboring structures within the historic district to the storm water pipe, the granting of this exception will not be materially detrimental nor injurious to other property.

Public Works is not averse to the granting of an exception from Section 914-14.004 of the County Ordinance Code to eliminate the conflict with the building, provided the prescribed easement width is maintained. The exception would be relative to the required three-foot width from the conduit. Effectively, the conduit will not be centered within the easement near the west end of the building, but there will still be sufficient room to maintain or replace the conduit in the future should the need arise.

Public Works recommends including the following conditions of approval for the inclusion of the exception for reducing the minimum width of the private drainage easement;

**PUBLIC WORKS RECOMMENDED
CONDITIONS OF APPROVAL FOR PERMIT VR19-1051**

Applicant shall comply with the requirements of Title 8, Title 9 and Title 10 of the Ordinance Code. Any exception(s) must be stipulated in these Conditions of Approval. Conditions of Approval are based on the site plans submitted to the Department of Conservation and Development, Community Development Division, on October 21, 2020.

COMPLY WITH THE FOLLOWING CONDITIONS OF APPROVAL PRIOR TO ISSUANCE OF A BUILDING PERMIT AND PRIOR TO INITIATION OF THE USE PROPOSED UNDER THIS PERMIT.

- A private storm drain easement, conforming to the width specified in Section 914-14.004 of the County Ordinance Code, shall be dedicated over the existing storm drain line traversing the site for use of the owners of Lots 15 and 16, Block 3, Town of Port Costa (CC Public Works Map T-173).

Exception (Subject to Advisory Agency findings and approval)

Applicant shall be granted an exception to reduce the 3-foot minimum width from the conduit wall to the building footprint as shown on the site plan dated October 21, 2020, provided the overall required easement width is preserved

RS:ss

\\pw-data\grpdata\engsvc\Land Dev\VR\VR 19-1051\Staff Report and COAs.docx

cc: S. Gospodchikov, Engineering Services
L. Gossett, Engineering Services
Ryan Bosworth and Tommy Tran Owners/Applicants
58 Canyon Lake Drive
Port Costa, CA 94569

From: [Stanley Muraoka](#)
To: [Syd Sotoodeh](#); [Dominique Vogelpohl](#); [Aruna Bhat](#); [Ruben Hernandez](#)
Subject: RE: VR19-1051 Port Costa - revised design
Date: Wednesday, December 9, 2020 2:39:54 PM
Attachments: [image002.png](#)

Thank you for this information. It appears consistent with the finding that the replacement building is consistent with the Historic District. Fortunately, although the original building is in the Port Costa Historic District, it is not listed in the HRI as either a structure of historical significance or an architectural specimen, and is not one of the Port Costa grain warehouses.

Stan Muraoka, AICP

Contra Costa County Department of Conservation and Development
Phone: 925-674-7781
Email: stanley.muraoka@dcd.cccounty.us

From: Syd Sotoodeh <Syd.Sotoodeh@dcd.cccounty.us>
Sent: Wednesday, December 9, 2020 8:04 AM
To: Dominique Vogelpohl <Dominique.Vogelpohl@dcd.cccounty.us>; Stanley Muraoka <Stanley.Muraoka@dcd.cccounty.us>; Aruna Bhat <Aruna.Bhat@dcd.cccounty.us>; Ruben Hernandez <Ruben.Hernandez@dcd.cccounty.us>
Subject: RE: VR19-1051 Port Costa - revised design

Yes, it is a good question. The plans don't show demolition of exterior walls at the front or west side of the residence, or explain how they would site the house closer to Canyon Lake. I reached out to the applicant to ask. This is their response:

Our intent is to salvage as much of the existing wall/siding materials at the front elevation of the home, as well as those exterior east/west walls that are immediately adjacent (perpendicular) to the front of the existing building as possible for reuse on the project. That said, given that the existing structure was heavily impacted by the fire, we will need to comply with the direction of our structural engineer and general contractor as to what portions of the building are salvageable. We will have a much better understanding of this threshold once we are able to get a building permit and start demolition. We are also having to comply with the building departments requirement that we upgrade structure and building systems to comply with contemporary building codes, including the provision of a new foundation, which will impact existing primary structure as well.

From: Dominique Vogelpohl <Dominique.Vogelpohl@dcd.cccounty.us>
Sent: Monday, December 7, 2020 3:23 PM
To: Stanley Muraoka <Stanley.Muraoka@dcd.cccounty.us>; Aruna Bhat <Aruna.Bhat@dcd.cccounty.us>; Ruben Hernandez <Ruben.Hernandez@dcd.cccounty.us>
Cc: Syd Sotoodeh <Syd.Sotoodeh@dcd.cccounty.us>
Subject: RE: VR19-1051 Port Costa - revised design

58 Canyon Lake Drive Repair and Addition

County File #CDVR19-01051

BOARD OF SUPERVISORS

MAY 18, 2021

Project Description

Small Lot Design Review for the purpose of determining neighborhood compatibility of the proposed improvements on a substandard lot.

Variance to allow reduced minimum and aggregate side yards for a 185 square-foot lower-level addition, 957 square-foot second story addition, and new wooden deck, for an existing fire damaged, single-family residence.

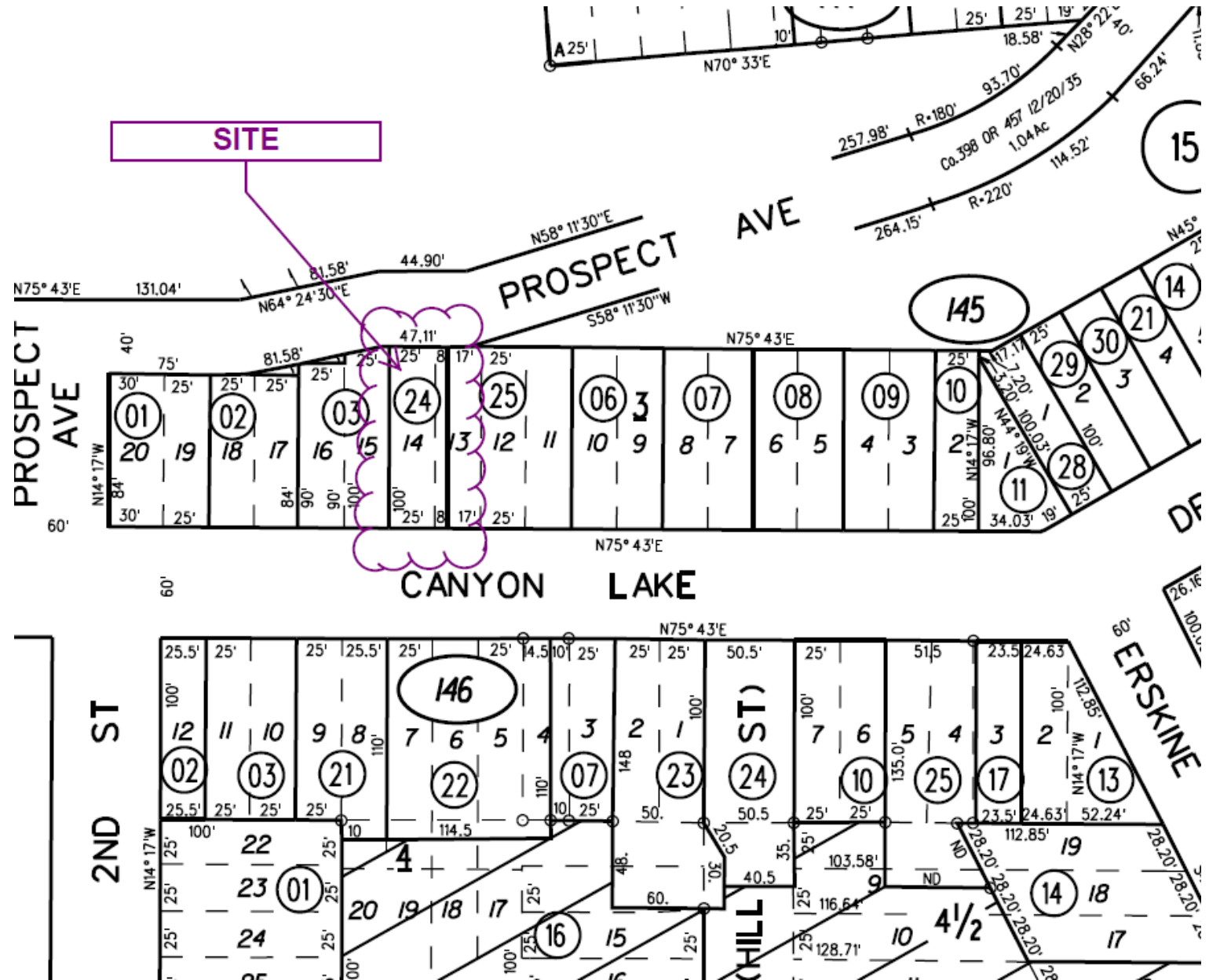
Variance to allow a reduced minimum side yard and reduced front setback to construct a retaining wall up to 6-feet in height.

Variance to allow a reduced minimum side yard for two tandem off-street parking spaces.

Exception to Title 9 drainage requirements:

- Reduce the building footprint clearance (where 3 feet is required) from the culvert wall, as determined by a County approved field survey, pursuant to storm drain easement requirements of County Code Section 914-14.004.

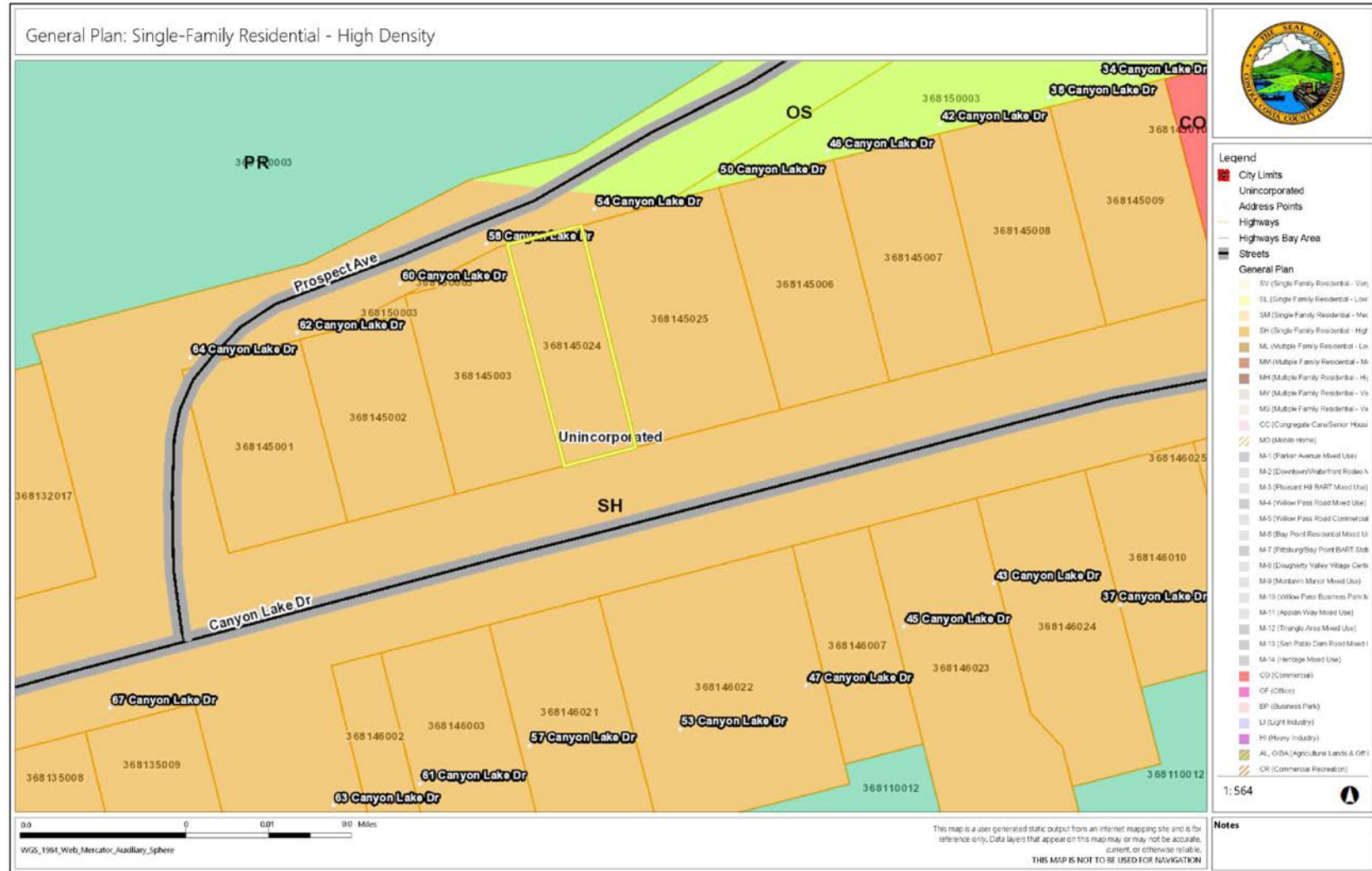
Parcel Map



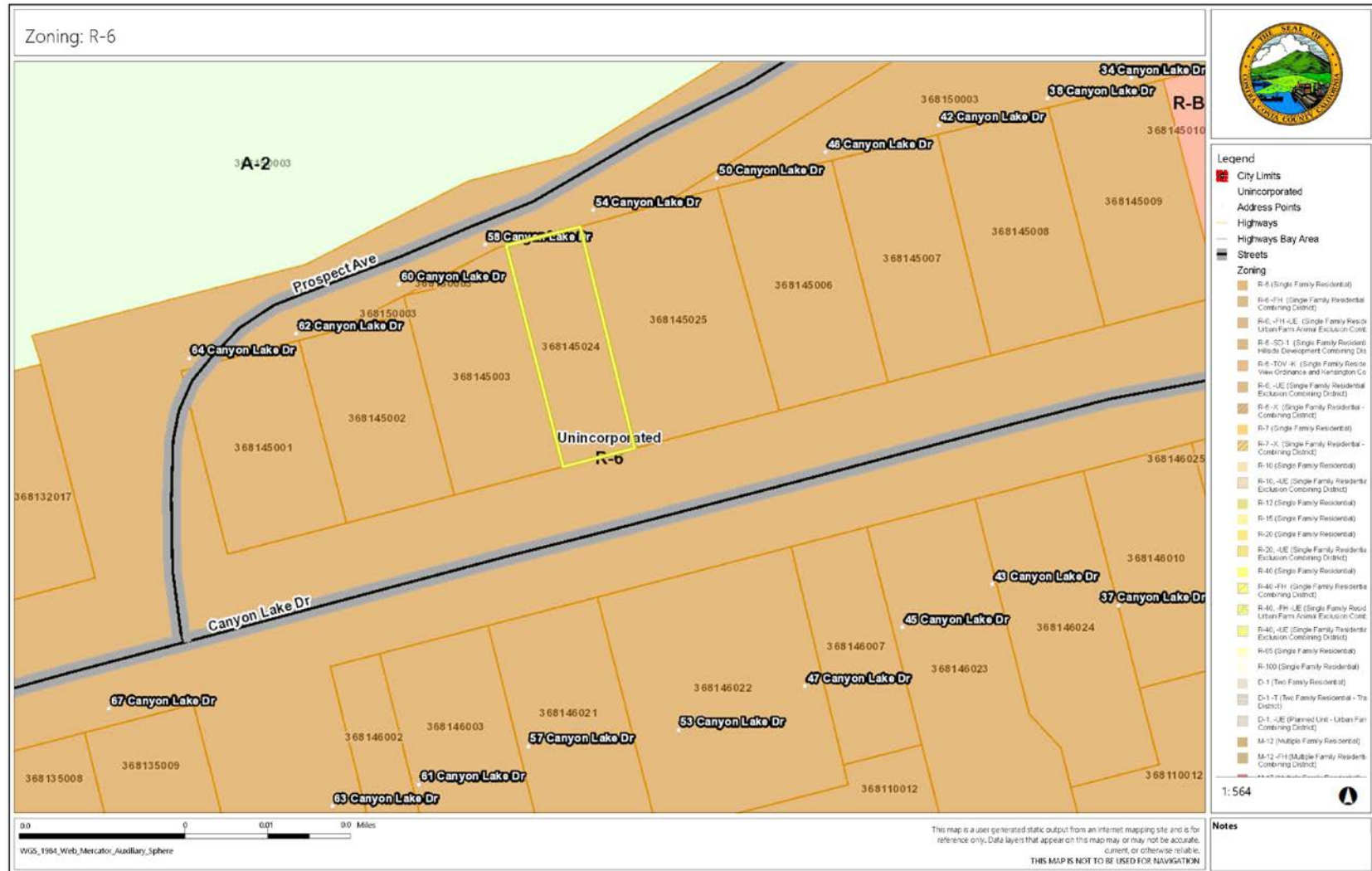
Aerial View



General Plan



Zoning



Background

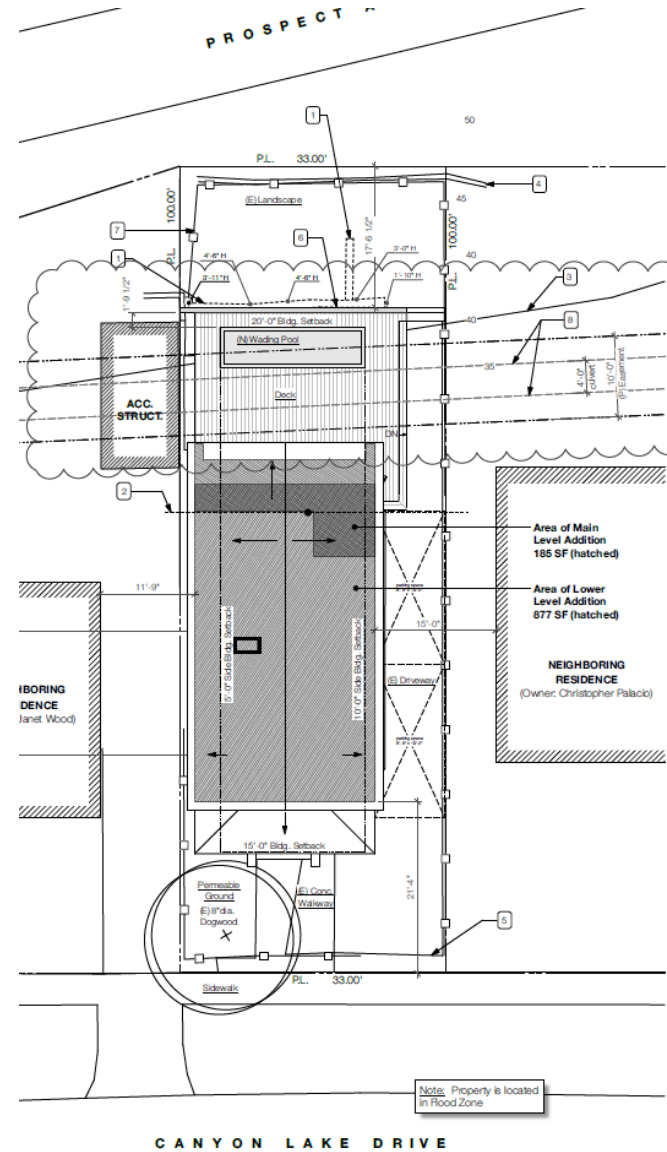
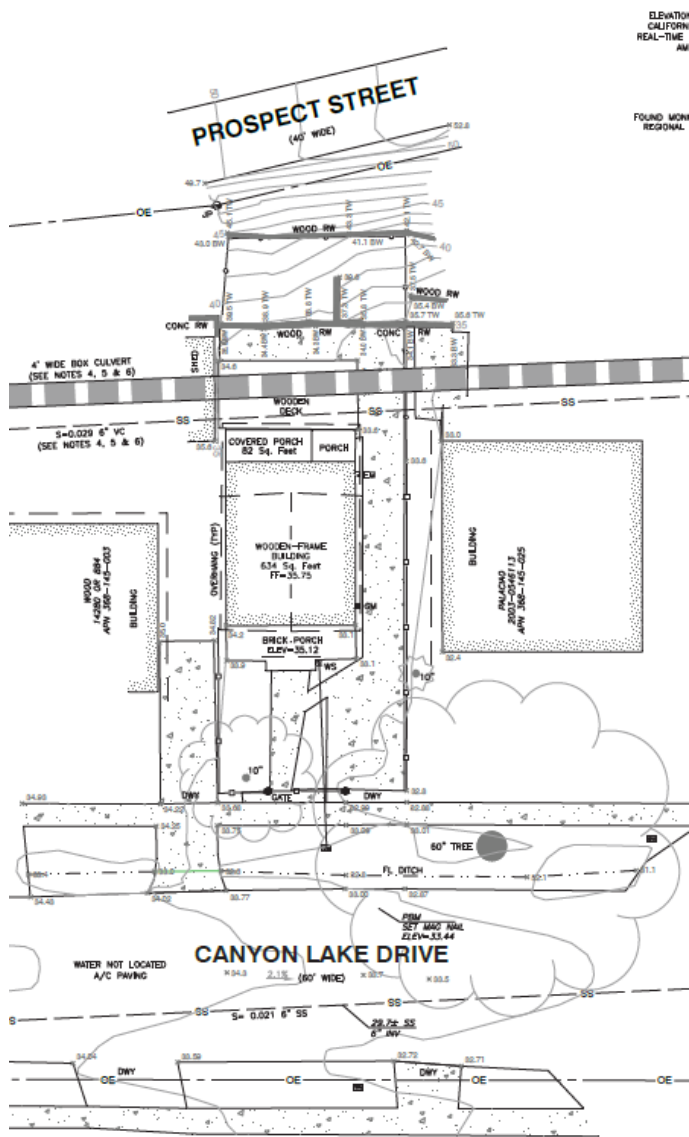
A Variance application with Small Lot Design Review was submitted on November 18, 2019 (County File #CDVR19-01051).

The matter was heard by the County Zoning Administrator on July 6, 2020. The County Zoning Administrator approved the variance permit with the addition of a condition of approval to calculate and establish the Base Flood Elevation (B.F.E) and determine the need to obtain a 1010 Drainage Permit prior to issuance of building/grading permits due to the existence of a culvert and Bull Valley Creek traversing the subject property

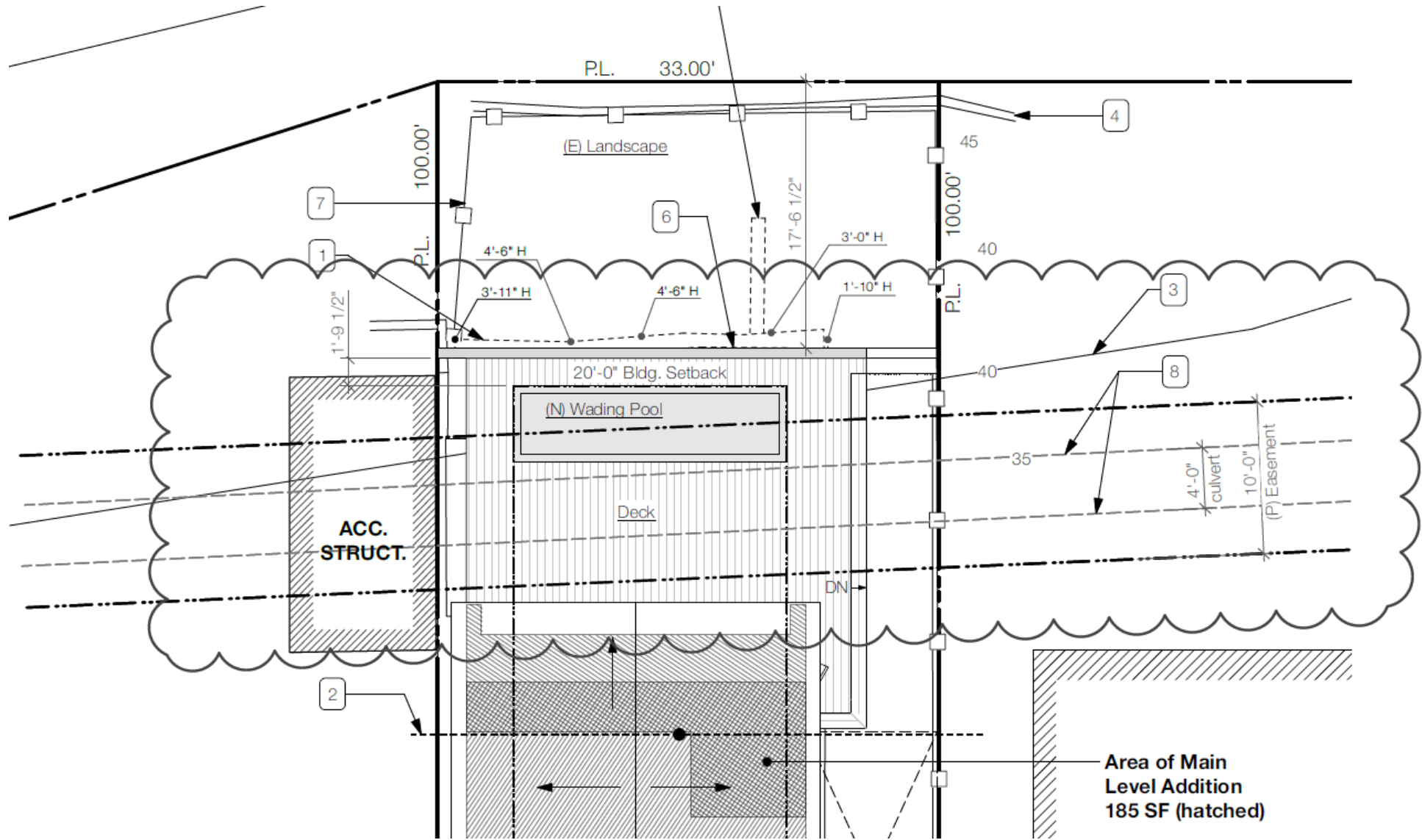
Staff received one letter from Chris Palacio and Ryan DeGooyer on July 16, 2020, appealing the Zoning Administrator's decision.

The matter was heard by the County Planning Commission on February 10, 2021. The County Planning Commission denied the appeal and approved the project with modifications consisting of an added variance for a reduced secondary front setback, an added exception to storm drain easement standards, and an additional condition of approval requiring the dedication of a private stormdrain easement.

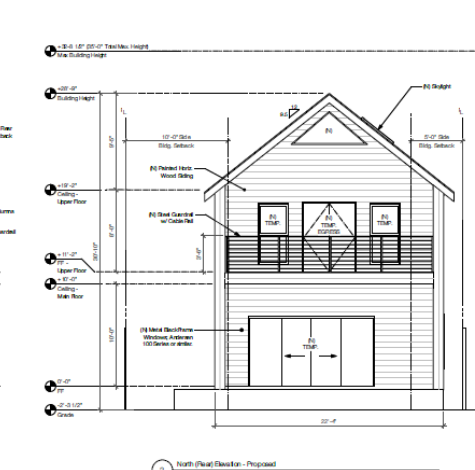
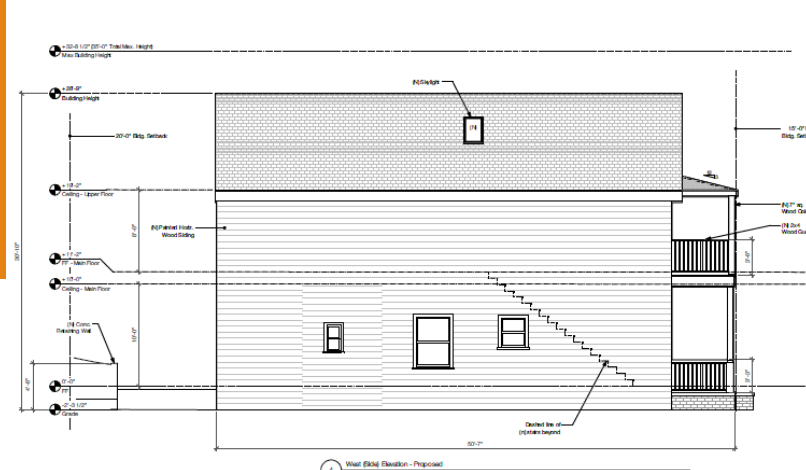
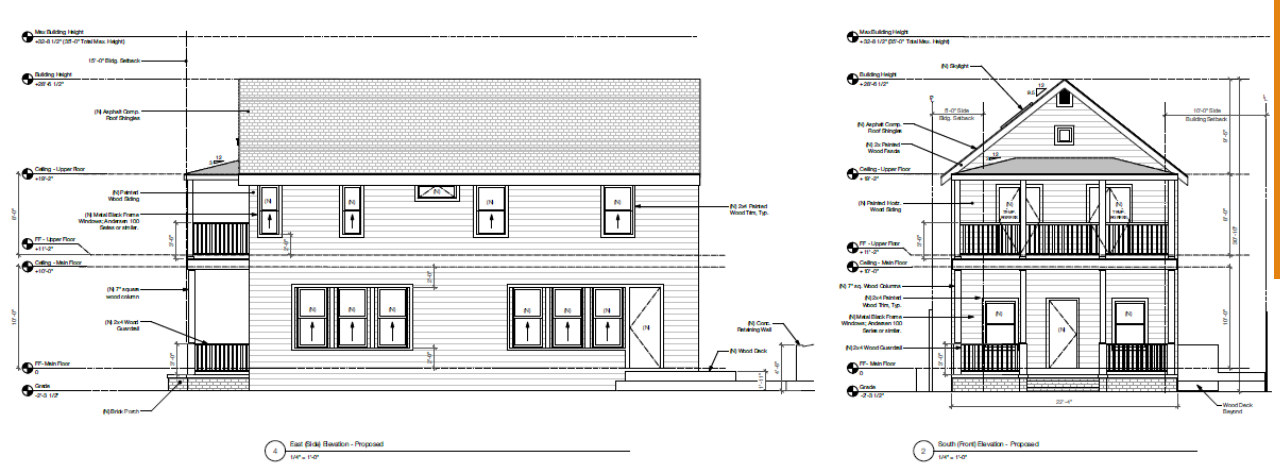
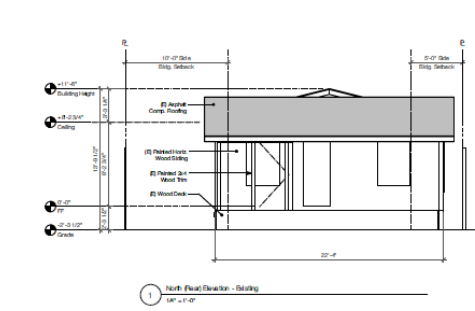
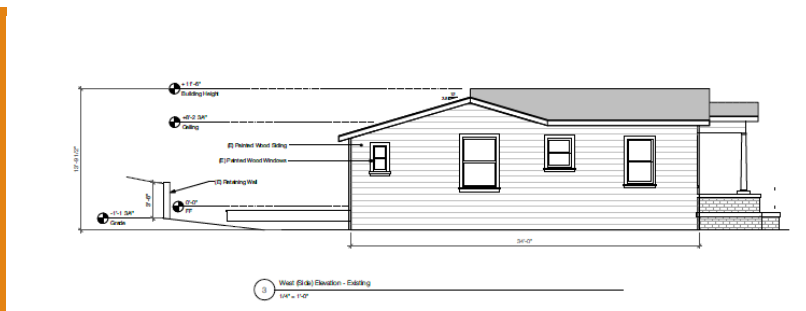
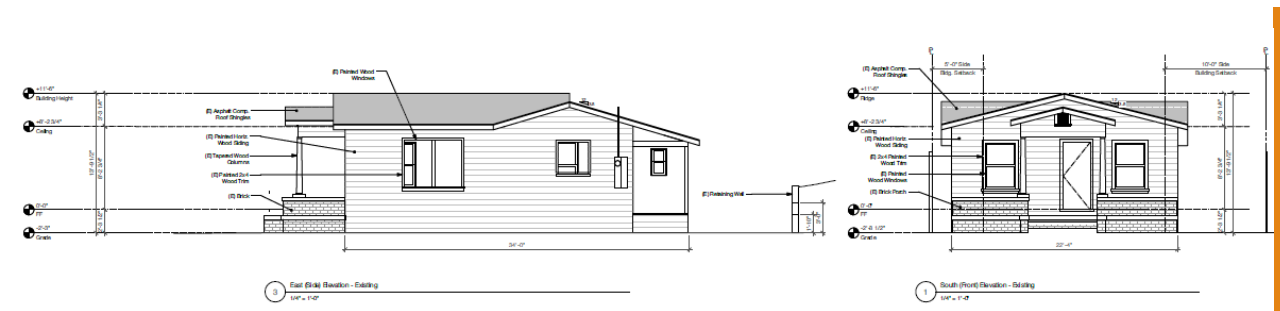
Staff received one letter from Ryan DeGooyer on February 19, 2021, appealing the County Planning Commission's decision.



Topographic Survey & Proposed Site Plan



Proposed Site Plan: Culvert Close-Up



Elevations

Summary of Appeal Points

Setbacks and Rear Yards: The County misapplied its setback requirements and the applicant was allowed to swap front and back yard setbacks without requesting a 15-foot front yard variance for the residential structure.

Culvert Size and Location: The applicant's drawings incorrectly depict the size and location of the culvert resulting in a miscalculation of the required easement.

Third-Party Mapping of Culvert: The appellant requests a neutral third party to map the culvert.

Mediation Between Planner, Appellant, and Applicant The appellant requests the Board of Supervisors give the planner, appellant, and applicant time to work together to determine a true and accurate location and width of the culvert.

Size/Additions: The home is too large for the lot.

Staff Recommendation

Staff recommends that the Board of Supervisors:

1. OPEN the public hearing on an appeal of the County Planning Commission's approval of a small lot design review, and associated variances and exception, for 58 Canyon Lake Drive in the Port Costa area (County File #CDVR19-01051), RECEIVE testimony, and CLOSE the hearing.
2. DENY the appeal by Ryan DeGooyer.
3. APPROVE the small lot design review, including an exception to storm drain easement requirements to allow a 2.5-foot width between the residence and outside wall of the existing culvert on the subject property.
4. APPROVE variances to allow: a 1-foot, 10-inch side setback along the western boundary, an 8-foot, 9-inch side setback along the eastern boundary, and a 10-foot, 7-inch aggregate side yard setback for the residence; a 0-foot side setback along the western and east boundaries and a 17-foot, 6-inch setback from the northern boundary for a retaining wall; and a 0-foot side setback along the eastern boundary for two tandem off-street parking spaces in an existing driveway.
5. APPROVE the attached findings in support of the project.
6. APPROVE the attached project conditions of approval.
7. DETERMINE that the project is exempt from the California Environmental Quality Act (CEQA) under CEQA Guidelines Section 15301(d) and (e) (Existing Facilities).
8. DIRECT the Department of Conservation and Development to file a CEQA Notice of Exemption with the County Clerk.

Questions?



**Contra
Costa
County**

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: May 18, 2021

Subject: HEARING to consider adopting Resolution No. 2021/165 to set restriction limits on the Delta-Mendota Canal Bridge, Byron area.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **05/18/2021** 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: May 18, 2021

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

By: June McHuen, Deputy

Contact: Neil Leary,
925-313-2278

cc:

RECOMMENDATION(S): (CONTD)

OPEN the public hearing on Resolution No. 2021/165, receive testimony, and CLOSE the public hearing.

FIND that the Delta-Mendota Canal Bridge on Lindemann Road over Delta-Mendota Canal, southeast of the City of Byron, must remain under load restrictions until bridge repair or replacement project completion;

ADOPT the attached Resolution No. 2021/165, which sets the load restriction limits to 23 tons per vehicle for Type 3 Truck, with no permit trucks allowed and Type 3S2 and Type 3-3 trucks remaining legal, until bridge repairs or replacement are completed.

DIRECT the Public Works Director, or designee, to post appropriate signs at the north and south entrances to the bridge (not more than 500 feet away from those entrances), on Lindemann Road, to provide notice of the load restrictions imposed by the resolution, in accordance with Vehicle Code section 35752 and 35754.

RECOMMEND that the State of California, Department of Transportation (Caltrans) issue a Director's Order to impose permanent load restriction limits of 23 tons per vehicle for Type 3 Truck, with no permit trucks allowed and Type 3S2 and Type 3-3 trucks remaining legal.

FISCAL IMPACT:

There is no fiscal impact with this action.

BACKGROUND:

The Delta-Mendota Canal Bridge on Lindemann Road over Delta-Mendota Canal (Bridge No. 28C-0402) was evaluated by Caltrans' Load Ratings Branch in July of 2020 and February of 2021, due to on-going deterioration found in multiple timber columns of the bridge, which ultimately concluded that the bridge must be temporarily posted for the following legal truck load restriction until the County performs necessary repairs or decides to permanently post the bridge with the truck load limitations:

Type 3 Truck: 23 TONS PER VEHICLE

On February 11, 2021, Caltrans' Office of Structure Maintenance and Investigations issued to the County via e-mail a Record of Critical Findings, requiring the County's action to immediately restrict loads on the Delta-Mendota Canal Bridge on Lindemann Road over Delta-Mendota Canal.

This hearing is required to allow the County to implement temporary load restrictions, and for Caltrans to impose permanent load restrictions, pursuant to Vehicle Code section 35750, et seq. The Board's approval of the resolution will impose a 90-day weight limit for the bridge. Shortly after the resolution is adopted, Caltrans will issue a Director's Order to make the temporary load restrictions permanent. Public Works staff recommends that the Board adopt the resolution.

CONSEQUENCE OF NEGATIVE ACTION:

Vehicles exceeding the safe load capacity of the Delta-Mendota Canal Bridge would be allowed to use the structure, causing further deterioration of the structure, exposing bridge users to unsafe conditions.

ATTACHMENTS

Resolution No. 2021/165

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

Adopted this Resolution on 05/18/2021 by the following vote:

AYE:

NO:

ABSENT:

ABSTAIN:

RECUSE:



Resolution No. 2021/165

IN THE MATTER OF: Adopting the Resolution to Establish Load Limits for the Delta-Mendota Canal Bridge on Lindemann Road over Delta-Mendota Canal, Byron area. (District III)

WHEREAS, in accordance with the National Bridge Inspection Standards, the State of California, Department of Transportation ("Caltrans") caused an engineering investigation to be made of Bridge No. 28C0402, Delta-Mendota Canal Bridge on Lindemann Road over Delta-Mendota Canal, southeast of the City of Byron, to determine the maximum weight which such structure or bridge, with safety to itself, will sustain; and

WHEREAS, a public hearing was conducted in the Contra Costa County Board Chambers at 1025 Escobar Street, Martinez, California, on May 18, 2021, at 9:00 a.m., or thereafter, by Heidi Kuntz, Senior Bridge Engineer, Structure Maintenance and Investigations, Caltrans, after public notice thereof by posting on said bridge at least five days before said hearing in accordance with Vehicle Code section 35751, and all evidence presented at said time and place was heard, including the report of the engineering investigation made by Caltrans, and thereafter said Heidi Kuntz reported the findings in writing with respect thereto;

WHEREAS, these findings are as follows:

Post the structure for:

23 Tons per Vehicle

NOW, THEREFORE, BE IT RESOLVED: Upon the basis of said engineering investigation, the evidence presented at said public hearing, and the findings heretofore reported in writing,

IT IS HEREBY DETERMINED AND DECLARED that the maximum load which said bridge or other structure will sustain, with safety to itself, is as herein before set forth in respect to such bridge or structure, and the Board of Supervisors does hereby establish 23 Tons per Vehicle as the load restriction for Bridge no. 28C0402, Delta-Mendota Canal Bridge on Lindemann Road over the Delta-Mendota Canal, southeast of the City of Byron.

The order shall become effective upon the erection of signs in accordance with the provisions of Section 35752 and 35754 of the Vehicle Code. This order shall remain in effect for 90 days, or until Caltrans issues a Director's Order establishing a permanent load restriction on the bridge, whichever occurs first.

I hereby certify that this 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: Neil Leary, 925-313-2278

ATTESTED: May 18, 2021

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

By: , Deputy

cc:



**Contra
Costa
County**

To: Board of Supervisors
From: Monica Nino, County Administrator
Date: May 18, 2021

Subject: APPOINTMENT OF COUNTY COUNSEL - MARY ANN MCNETT MASON

RECOMMENDATION(S):

CONSIDER appointing Mary Ann McNett Mason County Counsel of Contra Costa County at Step 5 of the salary range, including all benefits as provided in the current Management Resolution applicable to the position of County Counsel, pursuant to Government Code sections 27640 and 27641, effective May 18, 2021.

FISCAL IMPACT:

The estimated annual County cost for the position of County Counsel is \$463,000 of which \$105,000 is pension costs. All costs are budgeted in the General Fund within the County Counsel's Office operating budget.

BACKGROUND:

This action appoints Ms. Mason to a term as County Counsel, as provided in Government Code sections 27640 and 27641. She graduated from U.C. Berkeley and UC Hastings College of Law. Ms. Mason began working for the County Counsel's Office as a Deputy County Counsel in 1987 and was appointed Assistant County Counsel in 2010 and Chief Assistant County Counsel in 2016. As Chief Assistant, Ms. Mason assumed the duties of the County Counsel in her absence, supervised the attorneys in the General Government Group, and assisted in management of the County Counsel's

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **05/18/2021** 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: May 18, 2021

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

By: June McHuen, Deputy

Contact: Monica Nino, (925)
655-2075

cc:

BACKGROUND: (CONT'D)

Office. In addition to these duties, she has served as the County's retirement and employee benefit counsel, is the office specialist on open meeting and conflict of interest laws, and serves as General Counsel to Delta Diablo. Ms. Mason previously served as counsel to the County Board of Education and Superintendent of Schools, the Contra Costa Superior Court, the Grand Jury, and the Assessment Appeals Board, among other clients.



Contra
Costa
County

To: Board of Supervisors
From: John Kopchik, Director, Conservation & Development Department
Date: May 18, 2021

Subject: Update on Commercial Cannabis Permitting

RECOMMENDATION(S):

ACCEPT the update from the Department of Conservation and Development and the Health Services Department on commercial cannabis permitting and other cannabis-related activities in the unincorporated area of the County.

FISCAL IMPACT:

None. Applicants for commercial cannabis businesses pay fees to cover the cost of reviewing their applications. All commercial cannabis uses are required to pay the commercial cannabis tax as approved by County voters in 2016 (Measure R).

BACKGROUND:

DCD Cannabis Update

This is an update on the status of land use permitting for commercial cannabis in the unincorporated areas of the County.

Since the adoption of the County's cannabis ordinance in June of 2018, a total of 12 commercial cannabis land use permit (LUP) applications have been submitted to the Department of Conservation and Development. A breakdown of the type of applications are as follows:

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **05/18/2021** 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: May 18, 2021

Contact: Ruben Hernandez,
925-655-2865

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

By: , Deputy

cc:

BACKGROUND: (CONT'D)

- Four applications for retail storefront (as selected by the Board and invited to apply);
- Five applications for commercial cultivation (as selected by the Board and invited to apply);
- Two applications for delivery-only retail;
- One application for cannabis distribution facility.

Of the 12 LUP applications, three land use permits for commercial cultivation have been approved (one by the Zoning Administrator, one by the Planning Commission on appeal, and one by the Board on appeal); two applications for retail storefront (dispensary) have been approved; and one application for retail delivery-only has been approved. Only the approved retail delivery-only has opened for business.

Retail Storefront LUP Applications

The land use permits for the retail storefront applications in the Pacheco area (Authentic 925) and The Artist Tree (El Sobrante) have been approved by the Zoning Administrator. Both applications are currently undergoing their respective compliance review processes. The applicants are required to provide evidence of compliance with all land use permit conditions of approval prior to operation, which include, among other requirements, proof of issuance of cannabis permit from the Health Department, proof that they have obtained their State cannabis licenses and proof of issuance of a business license from the County Treasurer/Tax Collector. At the time of preparation of this report, neither of the applicants have provided proof of obtaining any of the previously identified approvals.

The land use permit applications for the retail storefronts in Pacheco (EMBARC Contra Costa) and Bay Point (Element 7) are in progress and have been deemed incomplete. Element 7 Bay Point submitted substantial revised plans to the Department of Conservation and Development on May 6 which include plans for a 70-unit multi-family building and two retail spaces, including the proposed dispensary on the 1.77-acre parcel in Bay Point. Updated plans were submitted to the Department by EMBARC on May 12, 2021.

Commercial Cultivation LUP Applications

Of the seven applicants selected by the Board to apply for commercial cultivation permits (where a total of ten permits are allowed per the cannabis ordinance) five land use permit applications were received. To date, three of the LUP applications for cultivation have been approved; Magic Flower in North Richmond was approved by the Zoning Administrator in January of this year; Lifted Spirit Collective in Brentwood was approved by the Planning Commission on appeal also in January; and Diablo Valley Farms was approved by the Board in March on appeal. The land use permit for 703 Chesley, LLC in North Richmond was approved by the Zoning Administrator in February and is currently under appeal to the County Planning Commission. As for the Casa Rasta Farms land use permit application in North Richmond, revised plans have been submitted and are currently under review by the project planner.

Delivery-Only Retail

Two applications for delivery-only retail have been submitted since adoption of the County's Cannabis Ordinance. The land use permit for the delivery business in Pacheco (Shoot the Moon) was approved by the Zoning Administrator in July 2020, and the other land use permit application for delivery in Pacheco (Mountain Remedy, Inc.) was withdrawn. Shoot the Moon has also received a license from the state, a Health Permit (and Business License) and has opened for business.

Cannabis Distribution

One land use permit application for a cannabis distribution facility to be established in conjunction with the Authentic 925 dispensary in Pacheco has been submitted and is currently under review.

Health Services Cannabis Update

The County Services Health Department has also provided an update on cannabis regulation and related issues in the County. The report from the Health Department is attached along with a presentation.

ATTACHMENTS

Health Services Cannabis Update Report -May 2021

LUP Update Table - May 2021

Health Services Cannabis Update Presentation



To: Contra Costa Board of Supervisors

From: Daniel Peddycord, Director of Public Health
Suzanne Tavano, Director of Behavioral Health
Jocelyn Stortz, Director of Environmental Health
Matt Kauffman, Director of Hazardous Materials

Re: Staff Report on considerations related to Cannabis Health Ordinance 2018-23

Date: May 18, 2021

I. Background

On July 11th, 2017, Tobacco Control Ordinance No. 2017-01 was introduced to the Board of Supervisors and subsequently adopted on July 18th, 2017 to ban the sale of electronic smoking devices and flavored tobacco products in proximity to youth sensitive areas.

On July 18, 2017, the Board of Supervisors received a report on local policy and regulatory considerations in the wake of voter approved Proposition 64 (Prop 64), which legalized adult recreational use of marijuana.

On April 24th, 2018, the Board of Supervisors accepted the staff report from the Department of Conservation and Development and approved the final draft of a framework for regulating cannabis in the unincorporated areas of the County. Staff was directed to prepare a land use ordinance based on the framework and subsequent discussion. Additionally, the Board directed Contra Costa Health Services to provide a report at the May 8th, 2018 Board meeting, to consider recommendations related to the drafting of a cannabis Health Ordinance for the purpose of further regulating the commercial cannabis industry in the Unincorporated areas of the County.

On May 8, 2018, the Board of Supervisors accepted the Contra Costa Health Services' staff report with recommendations for a health ordinance to regulate commercial activity associated with recreational adult use cannabis. It was recommended to: Prohibit the sale of flavored leaf, bud, e-juices or any other product that is designed for smoking or use with electronic smoking devices. This was one of several recommendations made to protect youth from exposure to and use of an emerging line of products, electronic smoking devices (vapes) as well as the flavored tobacco products associated with the use of these devices. There had been a dramatic increase in the use of vaping products by youth attracted to flavored tobacco products, as addressed in Ordinance No. 2017-01, referenced above. The Board directed staff to prepare a cannabis health ordinance for the Board's consideration that, among other health protections would include a prohibition on the sale or delivery of flavored cannabis products for which the primary use is to be smoked or used in electronic smoking devices.

On May 24, 2018 Ordinance No. 2018-23 was introduced to require a county health permit for commercial cannabis activities, WAIVE reading, and FIX August 7, 2018, for adoption. Consistent with the County's tobacco control ordinance, the ordinance prohibits the sale or delivery of flavored cannabis products for which the primary use is to be smoked or used in electronic smoking devices. Adopting this local health ordinance additionally authorized county staff to inspect, regulate and enforce appropriate state and local laws pertaining to the cannabis industry.

Health Ordinance 2018-24 Summary:

The Commercial Cannabis Health Permit Ordinance required all persons engaged in commercial cannabis activities in the unincorporated county to obtain a county health permit in addition to all other licenses and permits required by the County and the State.

The ordinance establishes general health standards that apply to all commercial cannabis activities including standards that specifically pertains to manufacturing (e.g., the use of volatile solvents is prohibited), retail sale (e.g., transaction limits on edible cannabis products, requirements for consumer warnings), and retail delivery (e.g., delivery employees are required to examine government-issued identification cards upon delivery). In addition, and consistent with the County's tobacco control ordinance, the ordinance would also prohibit the sale or delivery of flavored cannabis products for which the primary use is to be smoked or used in electronic smoking devices.

On November 12th, 2019 ORDINANCE NO. 2019-34 was introduced and subsequently adopted amending three sections of County code to bring alignment between County Tobacco Control Policy and Cannabis regulation to prohibit as follows:

(g) The sale of any flavored cannabis product for which the primary use is human inhalation of the gases, particles, vapors, or byproducts released as a result of combustion, electrical ignition, or vaporization of the flavored cannabis product, is prohibited.

(h) A permittee shall not sell, permit to be sold, offer for sale, or display for sale any cannabis or cannabis product by means of self-service display, vending machine, rack, counter-top, or shelf that allows self-service sales for any cannabis or cannabis product. All cannabis and cannabis products must be offered for sale only by means of permittee or employee Assistance.

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

(j) The sale of any e-liquid that contains tetrahydrocannabinol or any other cannabinoid is prohibited. For purposes of this subsection, "e-liquid" has the meaning set forth in Section 445-2.006. This subsection does not apply to any substance regulated by the federal Family Smoking Prevention and Tobacco Control Act. (Ords. 2019-34 § 4, 2018-23 § 2.)

Summary of Ordinance No. 2019-34

Prohibit the sale of vaping products and implements the Family and Human Services Committee's further recommendations regarding flavored tobacco products.

Amends Division 445
(Secondhand Smoke and Tobacco
Product Control)

Prohibit the sale of any electronic smoking device or e-liquid that is required to obtain, but has not yet obtained, a premarket review order from the U.S. Food and Drug Administration

Amends Chapter 413-4
(Commercial Cannabis Health Permits)

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

Amends Section 445-6.006
(Secondhand Smoke and Tobacco Product
Control)

Prohibit the sale of flavored tobacco products and menthol cigarettes. Currently, the sale of these products is only prohibited within 1,000 feet of a public or private school, playground, park, or library. The proposed ordinance will make the prohibition effective in all of the unincorporated County.

In light of the newness of regulating the commercial cannabis industry and the evolving landscape of cannabis regulation, Contra Costa Health Services recommended a cautionary approach to local regulation that emphasizes protections for consumers, the public, and at-risk groups such as youth and individuals challenged with substance use disorders.

Throughout the remainder of this report, we will refer to cannabis and marijuana interchangeably as well as refer to vape and e-cigarette devices interchangeably.

II. Summary of Health Benefits and Health Concerns:

Over the course of the 10 months preceding the adoption of Health Ordinance 2018-24 the Board heard testimony and was provided with various articles, reports and research from both the public and staff related to the health benefits and concerns of cannabis. Individuals and coalitions from both sides of the debate were passionate in their convictions.

In June 2014 an article (attached to May 24th, 2018 staff report) was published in the *New England Journal of Medicine* related to the Adverse Health Effects of Marijuana Use. However, the article also recognized some of the clinical conditions to which the use of cannabinoids may be beneficial. Those conditions include, Glaucoma, Nausea, AIDS- associated anorexia and wasting syndrome, chronic pain, inflammation, multiple sclerosis and epilepsy.

Conversely the article emphasized that there are also numerous adverse effects of marijuana use including: risk of addiction, clear evidence of negative effects of brain development, effect on school performance and lifetime achievement, possible role as a gateway drug, relationship to mental illness – including, anxiety, depression and schizophrenia, and clear association with increased risk of motor vehicle accidents. The article also discussed association with cancer and cardio-vascular disease, including stroke, hypertension and myocardial infarction. The article also discussed the gaps in knowledge as to the full effects on nursing and pregnant mothers and their unborn child. Contra Costa Health Services recommends an abundance of caution and that all nursing and pregnant women be informed of the potential risk of harm and to be advised to avoid the use of cannabis during their pregnancy and while nursing. It is also important to note that the article cited that some 1 in 6 or approximately 17% of teens who experiment with cannabis will become addicted to its use as many as 50% of adult daily users.

Additionally, recent article published by the *National Institute On Drug Abuse* in August 2019, concluded that “prenatal [cannabis use disorder] was associated with major adverse neonatal outcomes, including greater odds of small for gestational age, preterm birth, low birth weight, and death within 1 year of birth.”

It is from this cautionary approach and emerging scientific evidence, that Contra Costa Health Services recommended many of the specific health regulations designed to help protect youth, and other sensitive populations from the potential adverse effects of cannabis use.

Subsequent to the adoption of Health Ordinance 2018-23 and in light of the progress made to initiate the required permitting process related to cannabis retail specific questions have been raised regarding the prohibition on the sale and delivery of flavored cannabis products for which the primary use is to be smoked or used in electronic smoking devices.

III. Considerations related to the prohibition on the sale of electronic smoking devices and related flavored products:

Trends In Vaping and Cannabis

1. This overlap between tobacco and cannabis products has led to a broader definition of the term “vaping”, expanding it from just tobacco to include inhaling cannabis products.
2. Vaping devices are considered tobacco products under California law, whether used to consume nicotine, cannabis, or other substances.
3. Increasing and limitless concentrations of nicotine and tetrahydrocannabinol (THC) in tobacco and cannabis products influence use and dependence; 97% of youth who vape use flavored products (Rostron, B., Cheng, Y., Gardner, L., Ambrose, B., 2020)
4. Vaping products are the most concerning of the cannabis products, because they involve inhaling a wide array of unknown and untested substances into the lungs. Unknown substances or ‘foreign materials’, as defined by Bureau of Cannabis Control (Bureau of Cannabis Control Emergency Regulations June 2018 Page 79) are a huge cause for concern. With a bulk batch testing system, an array of unknown and untested foreign material can get into vaping liquids.
5. It is imperative that CDPH develop a product-by-product approval system, like that of the FDA’s premarket approval process for all tobacco products. For example, Vitamin E acetate was the most commonly detected substance, but it was not present in many samples from EVALI patients, suggesting that other factors were also at work. While BCC licenses manufacturers and has certain testing and other standards for products. These current standard fails to adequately address key vaping safety issues related to inhalation of unknown substances/foreign materials.
6. The Triangulum between tobacco, cannabis, and electronic smoking devices has increased the use and co-use of cannabis and tobacco products. As the use of e-cigarettes has increased in popularity, so has the use of cannabis through vapingⁱ. California youth now use e-cigarettes more than cigarettes (10.9 percent vs. 2.0 percent in 2017-2018), with cannabis use higher than overall tobacco use (14.7 percent vs. 12.7 percent)ⁱⁱ.
7. After years of seeing positive trends in the reduction in youth tobacco use, the introduction of electronic smoking devices dramatically changed this trajectory. At the National Level the 2019 Monitoring the Future Survey (MTFS) reported a significant increase in Nicotine Vaping and THC vaping indicated that THC vaping among 12th graders is the second largest increase for any substance within the 45 years of the MTFS.

8. There is a strong positive correlation between tobacco use and cannabis useⁱⁱⁱ. Co-use, dual use, poly use, and sequential use have become common^{iv}, exacerbated by the widespread availability of vaping devices for both tobacco and cannabis, including some that can be used with multiple substances. 790,000 California adolescents had reported past-30-day co-use of tobacco and cannabis. Past 30-day co-use of tobacco and cannabis was greater than tobacco use alone. Cannabis is widely viewed as harmless and consistently perceived as more socially acceptable and less risky than tobacco. Moreover, youth perceive e-cigarettes rated as least risky (Nguyen et al., 2019).
9. A meta study published in the August 12th, 2019 Journal of American Medicine Pediatrics found a strong association between the use of e-cigarettes and higher rates of cannabis use among youth. The study found that youth who used e-cigarette were 3.5x more likely to use cannabis than non-e-cigarette users (21 independent studies were reviewed). The findings suggested that regulatory approach addressing e-cigarette use by youth should consider the significant association with subsequent marijuana use. Additionally, the study found that the use of electronic smoking devices was often the first method by which youth are introduced to a psychoactive substance (cannabis).
10. Cannabis vaping at any level was associated with increased odds of bronchitis symptoms, and cannabis vaping 3 or more times in the last month was associated with increased odds of wheeze, even after simultaneously adjusting for nicotine vaping, cigarette smoking, and combustible cannabis use^v.
11. In a 2017 American Medical Association article by renowned researcher Stanton Glantz and colleagues it was noted that nationally in 2016 more adolescents used marijuana than tobacco; 25% vs. 11% for high school seniors; 16% vs. 5% for high school sophomores. Further the article noted that other than nicotine and cannabinoids that tobacco and marijuana smoke are similar and that the California Environmental Protection Agency has identified marijuana smoke as human carcinogen based on the smoke's toxicology.
12. On August 9th of 2019, the California Department of Public Health (CDPH) issued a Health Alert related to Severe Acute Pulmonary Disease associated with vaping cannabis/cannabidiol oil - EVALI (e-cigarette or vaping associated lung injury). According to the CDC, 82% reported using THC-containing products (January 14, 2020) Nationwide, 50% of EVALI patients who reported using THC-containing products provided data on product source (as of January 7, 2020):

Update of EVALI Health Crisis

Summary of EVALI Statistics From CDC: As of February 18, 2020, a total of 2,807 hospitalized e-cigarette, or vaping, product use-associated lung injury (EVALI) cases or deaths have been reported to CDC from 50 states, the District of Columbia, and two U.S. territories (Puerto Rico and U.S. Virgin Islands).

- Sixty-eight deaths have been confirmed in 29 states and the District of Columbia (as of February 18, 2020), including 4 in California.
- Among the 2,668 hospitalized EVALI cases or deaths reported to CDC (as of January 14, 2020):
- 66% were male
 - The median age of deceased patients was 49.5 years and ranged from 15-75 years (as of February 18, 2020).
 - The median age of patients was 24 years and ranged from 13–85 years.
 - By age group category:
 - 15% of patients were under 18 years old;
 - 37% of patients were 18 to 24 years old;
 - 24% of patients were 25 to 34 years old; and
 - 24% of patients were 35 years or older.

Type of Products Used: 2,022 hospitalized patients had data on substance use, of whom (as of January 07, 2020):

- **82% reported using THC-containing products;** 34% reported exclusive use of THC-containing products.

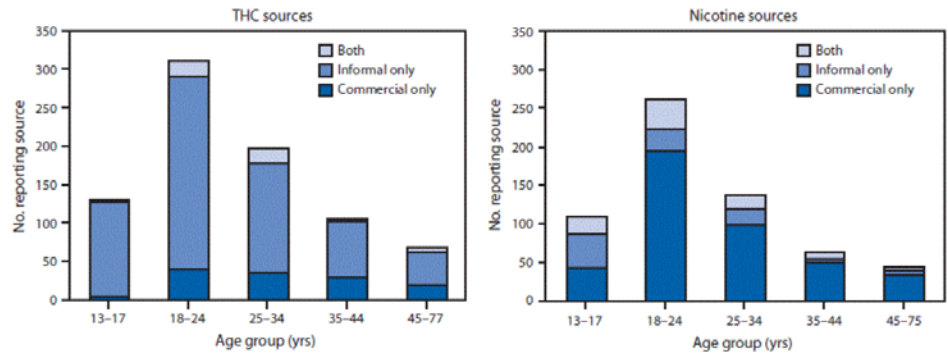
- 57% reported using nicotine-containing products; 13% reported exclusive use of nicotine-containing products.

Product Source for THC- containing Products: (See Figure 1)

50% of EVALI patients who reported using THC-containing products provided data on product source (as of January 7, 2020):

- **16% reported acquiring products only from commercial sources** (recreational and/or medical dispensaries, vape or smoke shops, stores, and pop-up shops).
- **6% reported acquiring products from both commercial and informal sources.**
- 78% reported acquiring products only from informal sources (family/friends, dealers, online, or other sources).

FIGURE 1. Reported product sources,*,†,§ by age group, ¶,, among hospitalized e-cigarette, or vaping, product use-associated lung injury (EVALI) patients — United States, August 2019–January 2020**



- One limitation of the CDC investigation is that **data on product source was missing for 50% of THC-containing product users**. CDC continues to recommend that the best way for persons to ensure that they are not at risk is to consider refraining from the use of all e-cigarette, or vaping products.

Causative Research:

Research published in the *New England Journal of Medicine* (Feb 20, 2020), found Vitamin E-acetate in the bronchoalveolar-lavage fluid of 48 of 51 (94%) EVALI patients studied. Of these patients THC was detected in 94% and Nicotine in 64% <https://www.nejm.org/doi/full/10.1056/NEJMoa1916433>

13. Multiple cases were cited in California and across the nation with patients in acute reciprocity distress requiring hospitalization. CDPH has continues to monitor EVALI cases and from August 2019 to February 2020 CDPH identified 210 EVALI cases which included 4 deaths. Many of these cases were associated with vaping of THC from unlicensed sources. In May 2020 CDPH received reports from 5 California jurisdictions of 8 EVALI cases that were hospitalized in April 2020. The median age of the 8 patients was 17, all had tested negative for SARS –CoV-2 (the virus that causes COVID-19) and reported having recently vaped THC. CDPH advisories continue to state that e-cigarette use, or vaping is hazardous to your health and urge everyone to quit vaping no matter the substance or source vi.
14. Several studies have found associations between cannabis vaping and respiratory issues among youth. A recent University of Michigan study using a national probability sample over 14,000 adolescents (12-17 years of age) found that youth who vape cannabis are at roughly 2 times greater risks for respiratory symptoms indicative of lung injury than teens who smoke cigarettes or cannabis, or vape nicotine (Boyd, et al. 2021).

15. Another example is a 2020 cross-section study by Braymiller et al., published in the Journal of the American Medical Association which found an association between levels of cannabis vaping and symptoms of bronchitis. The study found that cannabis vaping at any level of use was associated with increased odds of bronchitis symptoms with a stronger association found for use on 1 to 2 days in the past 30 days.
16. It is relevant to note that vaping introduces ultra-fine particles into the lung, that are significantly smaller, and potentially more harmful than the 2.5microns often associated with extremely poor air quality.
17. Information from the 2017-2019 California Healthy Kids Survey, Marijuana Use Among California Secondary Student Report reveal concerning trends in youth use of cannabis and associated vaping products. Over 16% of 11th graders indicated they had used cannabis in the past 30 days and 84% of those users had vaped cannabis through an electronic smoking device.

Additional California specific data is as follows:

- a. Among 11th graders' methods of current cannabis consumption, 92% reported ever smoking cannabis, 78% vaping, and 73% oral ingestion. Over half (58%) had consumed cannabis using all three methods. Percentages for each and every method were higher for Frequent Users' than Infrequent.
- b. Consistent with these results, percentages of 11th graders reporting *ever* using a vaping device in general increased by frequency of current cannabis use, reported by 76% of Frequent Users, 72% of Infrequent Users. Current use of vaping devices (30-day) is also highly concentrated among marijuana users and was related to use frequency. Any use of a vaping device occurred among 56% of Frequent Cannabis Users and 45% of Infrequent Users. Daily vaping was reported by 17% of Frequent Users, 5% of Infrequent Users. Cannabis was the most popular substance for vaping by both *Frequent and Infrequent users*, but especially among the Frequent Users, 77% of whom reported ever having vaped it, compared to 58% of Infrequent Users. Vaping of cannabis greatly exceeded use of nicotine or a tobacco product among current users (69% vs. 39%).
- c. Use patterns are strongly related to perceptions of cannabis availability. Seven-in ten (72%) Frequent Users and 66% of Infrequent Users thought it was very easy to get marijuana, compared to 41% of Nonusers. All youth reported that marijuana was easier to obtain than alcohol.
- d. Cannabis remains readily available to youth; 10% of 7th graders, 32% of 9th graders, and almost half (46%) of 11th graders in California reported it is very easy to get. Although the major usual sources reported for obtaining it were peer networks, 5% of 7th graders, 12% of 9th graders and 19% of 11th graders identified marijuana dispensaries as a source of where kids who use marijuana usually get it.

Contra Costa County Specific Data:

The California Healthy Kids Survey 2017- 2019 Contra Costa County data reveal:

- a. 18% of 11th graders surveyed reported current use of cannabis; 10% of 11th graders surveyed reported three or more days of cannabis use the past 30 days.
- b. 31% of 11th graders indicated they had ever used cannabis. 25% of 11th graders reported ever using an e-cigarette or vape device to consume cannabis, while 27% reported ever smoking cannabis.
- c. Among students in Contra Costa County's non-traditional schools, an even greater percentage, 41%, of all students surveyed reported current cannabis use; 31% of students surveyed reported using cannabis three or more days in the past 30 days.
- d. 58% of youth surveyed in Contra Costa's non-traditional schools reported ever using cannabis, and 46% of youth surveyed reported ever using an e-cigarette or vaping device to consume cannabis.

Contra Costa County School District – Acalanes Union District Level Data 2019-2020 [1] data reveal:

- a. 25% of 11th graders surveyed reported current use of cannabis.
- b. 32% of 11th graders reported they had ever vaped cannabis and 30% reported they had ever vaped tobacco.
- c. While the major usual sources reported for obtaining marijuana were peers and parties, 10% of 9th graders surveyed and almost one-third (31%) of 11th graders surveyed, identified marijuana dispensaries as a source of where kids who use marijuana usually get it.

Psycho-Social Impact

Related to the cognitive harms of cannabis use by youth, Hammond, et al, published findings in the *International Review of Psychiatry* 2020, as follows:

- a. Cannabis remains the most used federally illicit psychoactive drug by U.S. adolescents and is the main drug for which U.S. youth present for substance use treatment. Converging evidence indicates that adolescent-onset cannabis exposure is associated with shorthand possibly long-term impairments in cognition, worse academic/vocational outcomes, and increased prevalence of psychotic, mood, and addictive disorders. Odds of negative developmental outcomes are increased in youth with early-onset, persistent, high frequency, and high potency D-9-THC cannabis use, suggesting dose-dependent relationships.
- b. Cannabis Use Disorders are treatable conditions with clear childhood antecedents that respond to targeted prevention and early intervention strategies. This review indicates that marijuana policy changes have had mixed effects on U.S. adolescent health including potential benefits from decriminalization and negative health outcomes evidenced by increases in cannabis-related motor vehicle accidents, emergency department visits, and hospitalizations. Federal and state legislatures should apply a public health framework and consider the possible downstream effects of marijuana policy.
- c. The abundant narrative about the “natural” value of marijuana misrepresents the fact that there are various forms of marijuana including synthetic forms with unpredictable content. According to the Centers for Disease Control (CDC) the potency and strength or amount of THC in marijuana has increased over the last decades. The higher the content, the higher the effect. The CDC adds, that in fact some methods of using marijuana may deliver higher levels of THC to the user. Like the CDC, the National Institute on Drug Abuse (NIDA) reports that marijuana potency as detected in confiscated samples has steadily increased. In the early 1990s the average THC content was 4%, conversely in 2018 it was more than 15%. Regardless, researchers do not yet know the extent of the consequences of marijuana on the body and on the brain, especially the brain under development. It is also unknown the degree to which people adjust to higher potency or how they compensate for the increased changes in the potency.

Through the legalization of cannabis, increased in marketing and visibility, reduces perceptions of harms and influences levels of use (Keyes, K.M., Wall, M, Cerda, M. et al.,2016). The 2019 MTFS also reported a concerning trend with the growing popularity of vaping devices and teens’ perceptions of the risks associated with marijuana use have steadily declined over the past decade. In 2019, 11.8% of 8th graders reported marijuana use in the past year and 6.6% in the past month (current use). Among 10th graders, 28.8% had used marijuana in the past year and 18.4% in the past month. Rates of use among 12th graders were 35.7% stated having used marijuana during the year prior to the survey and 22.3% used in the past month; 6.4% said they used marijuana daily or near daily.

IV. Considerations:

1. Apply proven tobacco control policies to cannabis regulations to protect the health of youth.
2. CDPH has yet to develop a product-by-product approval system for cannabis, similar to the FDA premarket tobacco application review process.
3. Youth cannabis use is influenced by normalization, reduced perceptions of harm, and has significant negative health impacts including learning disabilities and early onset psychosis.

ⁱ Meng Y, Ponce NA. The Changing Landscape: Tobacco and Marijuana Use Among Young Adults in California. UCLA Center for Health Policy Research; June 2020

ⁱⁱ Zhu S, Zhuang YL, Braden K, et al. Results of the statewide 2017-18 California Student Tobacco Survey. San Diego, CA: Center for Research and Intervention in Tobacco Control (CRITC), University of California, San Diego;2019

ⁱⁱⁱ Meng Y, Ponce NA. The Changing Landscape: Tobacco and Marijuana Use Among Young Adults in California. UCLA Center for Health Policy Research; June 2020.

^{iv} Nguyen N, Barrington-Trimis JL, Urman R, et al. Past 30-day co-use of tobacco and marijuana products among adolescents and young adults in California. *Addict Behav.* 2019;98:106053. doi:10.1016/j.addbeh.2019.106053.

Tucker JS, Pedersen ER, Seelam R, Dunbar MS, Shih RA, D'Amico EJ. Types of cannabis and tobacco/ nicotine co-use and associated outcomes in young adulthood. *Psychol Addict Behav.* 2019;33(4):401- 411. doi:10.1037/adb0000464

^v Braymiller JL, Barrington-Trimis JL, Leventhal AM, et al. Assessment of Nicotine and Cannabis Vaping and Respiratory Symptoms in Young Adults. *JAMA Netw Open.* 2020;3(12):e2030189. doi:10.1001/jamanetworkopen.2020.30189

^{vi} <https://www.cdph.ca.gov/Programs/CCDPHP/Pages/Vaping-Health-Advisory.aspx>

ATTACHMENT B
SUMMARY OF APPLICATIONS FOR A LAND USE PERMIT (LUP) FOR COMMERCIAL CANNABIS
 May 18, 2021

Business Name and Location	Type of Business	Land Use Permit (LUP) Status	State License Status	County Health Permit	CCC Business License
RETAIL STOREFRONT LUP APPLICATIONS					
Authentic 925 5753 Pacheco Blvd., Pacheco	Retail Storefront	Approved by ZA On Sept. 21, 2020	None	No	No
The Artist Tree V 4100 San Pablo Dam Rd., El Sobrante	Retail Storefront	Approved by ZA On Nov. 16, 2020	None	No	No
EMBARC Pacheco 3503 Pacheco Blvd., Pacheco	Retail Storefront	Application incomplete. Revised Plans Submitted on 5/12/21	None	No	No
Element 7 Bay Point 3515 Willow Pass Rd., Bay Point	Retail Storefront	Application incomplete. Revise Plans Submitted on 5/10/21	None	No	No
COMMERCIAL CULTIVATION LUP APPLICATIONS					
Magic Flower Gardens, LLC 801 Chesley, N. Richmond	Commercial Cultivation (Vertically Integrated)	Approved by ZA On Jan. 20, 2021	None	No	No
Lifted Spirit Collective 5930 Balfour Rd, Brentwood	Commercial Cultivation (Vertically Integrated)	Approved on Appeal by Planning Commission Jan. 27, 2021	None	No	No
703 Chesley, LLC 703 Chesley Ave., N. Richmond	Commercial Cultivation	ZA Approval Appealed to CPC, hearing date pending	None	No	No
Casa Rasta Farms 505 Brookside Dr., N. Richmond	Commercial Cultivation	In Progress	None	No	No
Diablo Valley Farms 10500 Brentwood Blvd., Brentwood	Commercial Cultivation	Approved on Appeal by Board on March 3, 2021	None	No	No
DELIVERY ONLY RETAIL					
Mountain Remedy, Inc. 111 Center Ave., Pacheco	Retail (Delivery Only)	Application Withdrawn	None	No	No
Shoot the Moon 111 Center Ave, Pacheco	Retail (Delivery Only)	Approved by ZA On July 6, 2020	Active (#C9-0000382)	Issued	Yes
DISTRIBUTION					
Authentic 925 5753 Pacheco Blvd., Pacheco	Distribution	In Progress	None	No	No



Contra Costa County

**Public Health Division
Tobacco Prevention
Program**

**Behavioral Health Division
Alcohol and Other Drug
Services**

Environmental Health

**Hazardous Materials
Programs**

VAPING, CANNABIS USE, AND YOUTH HEALTH ANALYSIS AND IMPLICATIONS

UPDATE ON ORDINANCE NO. 2018-23

**BOARD OF SUPERVISORS PRESENTATION
MAY 18, 2021**

CONTENTS OF THE PRESENTATION

SECTION 1

ORDINANCE BACKGROUND
AND
PROVISIONS

SECTION 2

PUBLIC HEALTH TRENDS IN YOUTH USE OF
VAPE DEVICES AND CANNABIS

SECTION 3

CONSIDERATIONS

ORDINANCE NO. 2019-34 SUMMARY

PROHIBITS SALE OF VAPING PRODUCTS

Amends Division 445 (Secondhand Smoke and Tobacco Product Control)

Prohibit the sale of any electronic smoking device or e-liquid that is required to obtain, but has not yet obtained a premarket review order from the U.S. Food and Drug Administration.

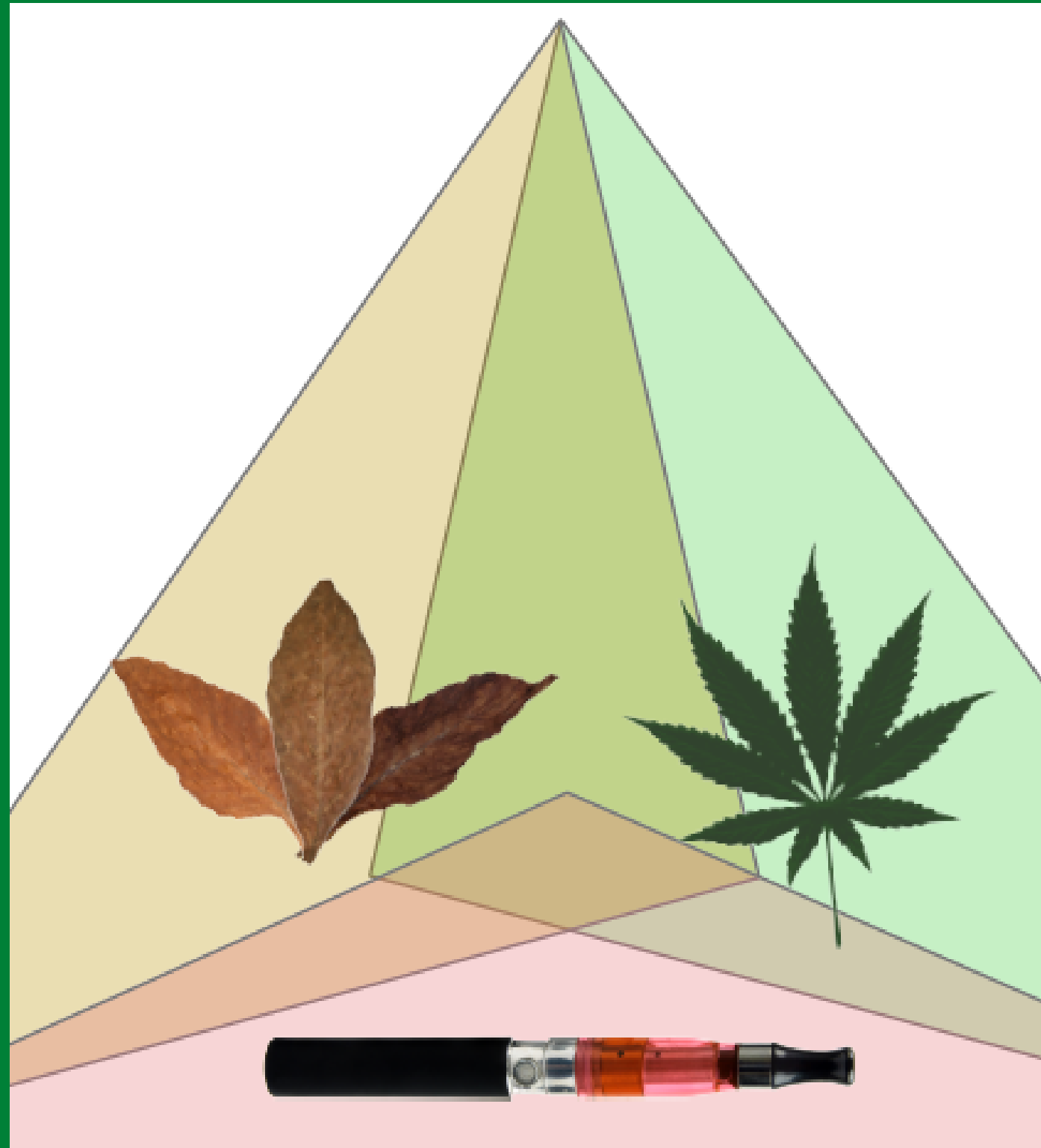
Amends Chapter 413-4 (Commercial Cannabis Health Permits)

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

Amends Section 445-6 (Secondhand Smoke and Tobacco Product Control)

Prohibit the sale of flavored tobacco products and menthol cigarettes. Currently the sale of these products is only prohibited within 1,000 feet of a public or private school, playground, park, or library. The proposed ordinance will make the prohibition effective in all of the unincorporated County.

TOBACCO, CANNABIS, AND VAPING TRIANGULUM



E-CIGARETTES AND OTHER VAPING DEVICES HAVE CREATED A LARGE AREA OF OVERLAP BETWEEN TOBACCO AND CANNABIS.

VOLKOW N. MONITORING THE FUTURE SURVEY RAISES WORRIES ABOUT TEEN MARIJUANA VAPING. DECEMBER 18, 2019.

AS E-CIGARETTE USE HAS GROWN IN POPULARITY, SO HAS CANNABIS USE, INCLUDING CANNABIS VAPING.

MENG Y, PONCE NA. THE CHANGING LANDSCAPE: TOBACCO AND MARIJUANA USE AMONG YOUNG ADULTS IN CALIFORNIA. UCLA CENTER FOR HEALTH POLICY RESEARCH; JUNE 2020.

CALIFORNIA YOUTH NOW USE E-CIGARETTES MORE THAN CIGARETTES (10.9% VS. 2.0 % IN 2017-18), WITH CANNABIS USE HIGHER THAN OVERALL TOBACCO USE (14.7 % VS. 12.7%).

ZHU S, ZHUANG YL, BRADEN K, ET AL. RESULTS OF THE STATEWIDE 2017-18 CALIFORNIA STUDENT TOBACCO SURVEY. SAN DIEGO, CA- CENTER FOR RESEARCH AND INTERVENTION IN TOBACCO CONTROL (CRITC), UNIVERSITY OF CALIFORNIA, SAN DIEGO; 2019.

TOBACCO, CANNABIS, AND VAPING TRIANGULUM

Cannabis overlaps with tobacco in the following ways:

- Vaping devices are considered tobacco products under California law, whether used to consume nicotine, cannabis, or other substances.
(California Business and Professions Code, § 22950.5(d)(1).)
- Emissions from vaping devices and cannabis smoke in California are subject to the same restrictions on secondhand exposure as tobacco smoke.
(California Health and Safety Code, §11362.3)
- Dual-use, co-use, and sequential use of tobacco and cannabis are increasingly common behaviors.

Nguyen N, Barrington-Trimis JL, Urman R, et al. Past 30-day co-use of tobacco and marijuana products among adolescents and young adults in California. *Addict Behav.* 2019;98:106053. doi:10.1016/j.addbeh.2019.106053

Meng Y, Ponce NA. The Changing Landscape: Tobacco and Marijuana Use Among Young Adults in California. UCLA Center for Health Policy Research; June 2020.



EMERGING TRENDS IN TOBACCO, CANNABIS, AND VAPES



- Cannabis remains the most commonly used federally illicit psychoactive drug by U.S. adolescents and is the main drug for which U.S. youth present for substance use treatment.

Hammond, et al, International Review of Psychiatry 2020, Vol 32, No. 3, 221-234

- There has been a decline in the perception of harm in the use of cannabis among adolescents.

National Institute on Drug Abuse 2019 Monitoring Futures Survey

- Vaping, a practice linked to thousands of reported cases of EVALI (e-cigarette, or vaping, product use-associated lung injury) included THC- containing products.

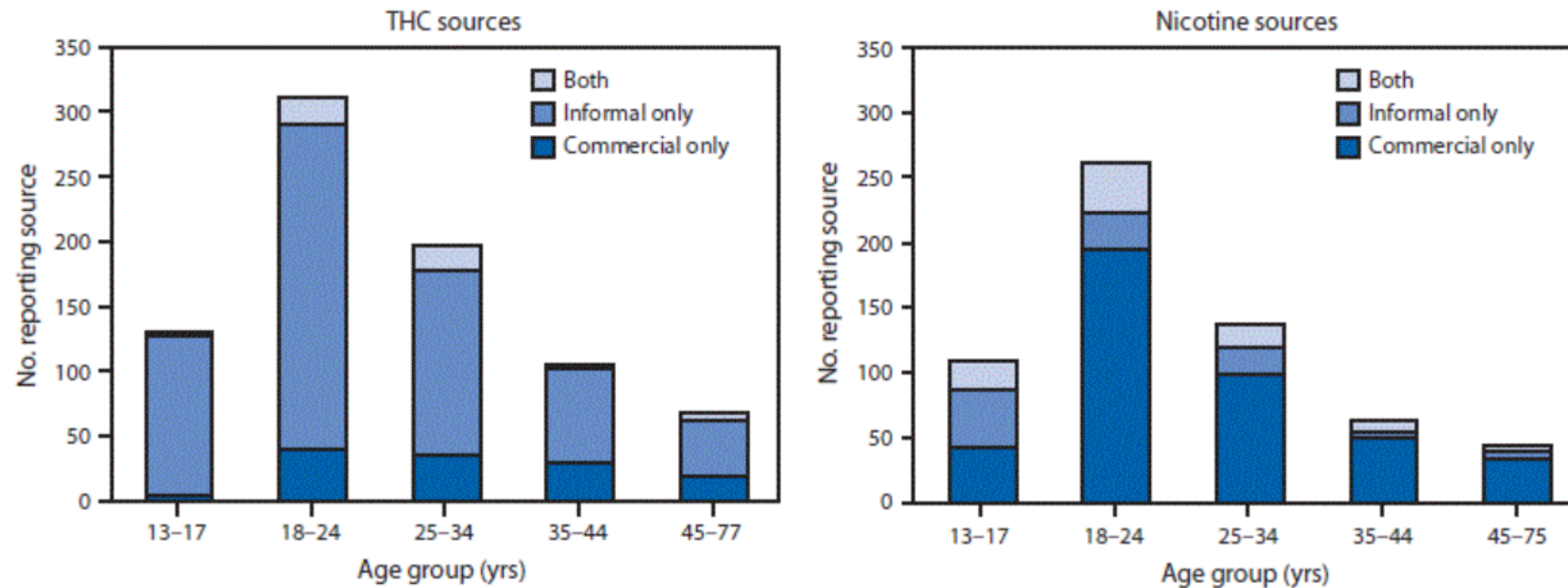
Belok SH, Parikh R, Bernardo J, Kathuria H. E-cigarette, or vaping, product use-associated lung injury: A review. Pneumonia (Nathan). 2020;12:12. doi:10.1186/s41479-020-00075-2.

UPDATE ON EVALI HEALTH CRISIS

UPDATE: PRODUCT, SUBSTANCE-USE, AND DEMOGRAPHIC CHARACTERISTICS OF HOSPITALIZED PATIENTS IN A NATIONWIDE OUTBREAK OF E-CIGARETTE, OR VAPING, PRODUCT USE-ASSOCIATED LUNG INJURY – UNITED STATES, AUGUST 2019-JANUARY 2020

MORBIDITY AND MORTALITY WEEKLY REPORT (MMWR)
WEEKLY/JANUARY 17, 2020

FIGURE 1. Reported product sources,^{*,†,§} by age group,^{¶,**} among hospitalized e-cigarette, or vaping, product use-associated lung injury (EVALI) patients — United States, August 2019–January 2020



ELLINGTON S, SALVATORE PP, KO J, ET AL. UPDATE: PRODUCT, SUBSTANCE-USE, AND DEMOGRAPHIC CHARACTERISTICS OF HOSPITALIZED PATIENTS IN A NATIONWIDE OUTBREAK OF E-CIGARETTE, OR VAPING, PRODUCT USE-ASSOCIATED LUNG INJURY – UNITED STATES, AUGUST 2019-JANUARY 2020. MMWR MORB MORTAL WKLY REP 2020;69:44-49. DOI: [HTTP://DX.DOI.ORG/10.15585/MMWR.MM6902E2](http://dx.doi.org/10.15585/mmwr.mm6902e2)

Abbreviation: THC = tetrahydrocannabinol.

* Among 809 EVALI patients reporting use of THC-containing products and for whom data on product source (commercial or informal) were available.

† Among 613 EVALI patients reporting use of nicotine-containing products and for whom data on product source (commercial or informal) were available.

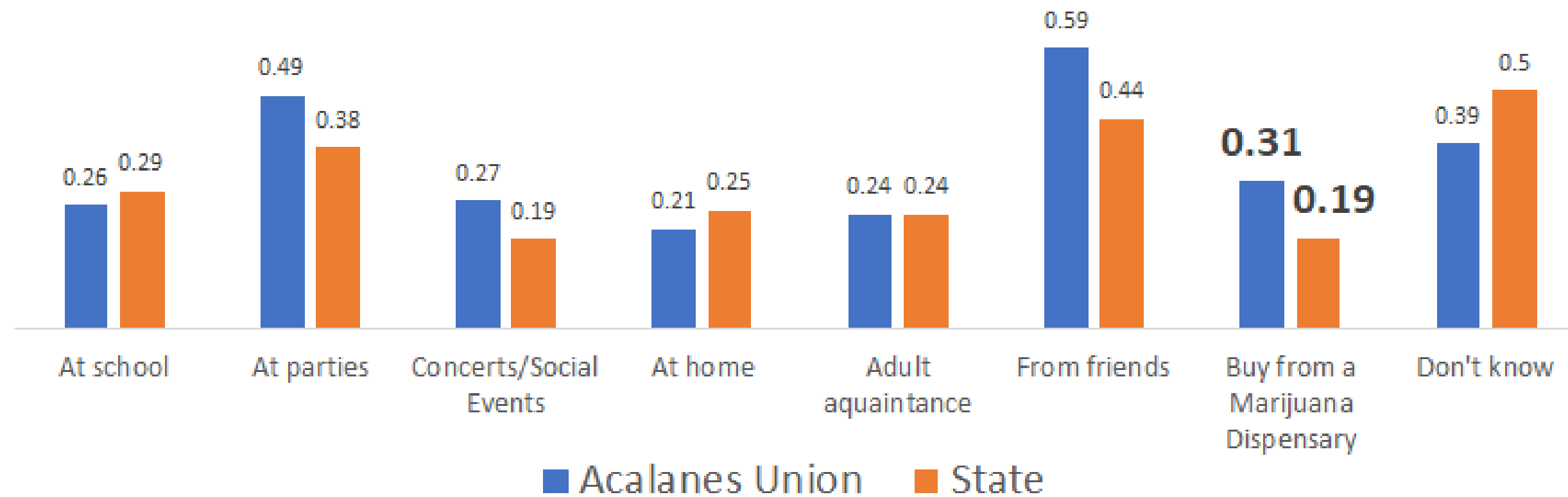
§ Informal sources are defined as friends, family, in-person or online dealers, or other sources.

¶ P<0.001 for comparison of proportions reporting THC source by age.

** P<0.001 for comparison of proportions reporting nicotine source by age.

YOUTH USE OF CANNABIS IN CONTRA COSTA SCHOOLS AND CALIFORNIA

31% of Acalanes 11th graders report that youth at their school usually get marijuana from a dispensary, compared to 19% at the State level 2019-2020



Question: How do most kids at your school who use marijuana usually get it? (Mark all that apply)

Source: California Healthy Kids Survey, Acalanes Union School District, 2019-2020 and Austin, G., Hanson, T., Zhang, G., & Zheng, C. (2021). Marijuana Use Among California Secondary Students, 2017/19. Volume 1: Trends and Patterns of Marijuana Use. WestEd

CONSIDERATIONS

CONSIDERATION #1

Apply proven tobacco control policies to cannabis regulations to protect the health of youth.

CONSIDERATION #2

CDPH has yet to develop a product by product approval system for cannabis, similar to the FDA premarket tobacco application review process.

CONSIDERATION #3

Youth cannabis use is influenced by normalization, reduced perceptions of harm, and has significant negative health impacts including learning disabilities and early onset psychosis.

THANK YOU



Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: May 18, 2021

Subject: APPROVE a license agreement with Precision Engineering, Inc., for staging and storing of construction equipment and materials on Flood Control Distric

RECOMMENDATION(S):

As the governing body of the Contra Costa County Flood Control and Water Conservation District (District), APPROVE and AUTHORIZE the Chief Engineer, or designee, to execute, on behalf of the District, a license agreement with Precision Engineering, Inc., (Licensee) for the use of a portion of District property along Bancroft Road identified as APN 147-271-010 for staging and storing of construction equipment and materials purposes, for a term beginning May 1, 2021, through April 30, 2022, Concord area (Project No: 7520-6B8366).

DIRECT the Real Estate Division to cause said License to be delivered to Licensee for execution.

FISCAL IMPACT:

100% Flood Control Zone 3B Funds. The District will receive upgrades and improvements to the property in lieu of payment for the term of the license agreement.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **05/18/2021** 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: May 18, 2021

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

By: Stacey M. Boyd, Deputy

Contact: Scarlett Torres, 925.
957-2466

cc:

BACKGROUND:

The District is the owner of the real property located on Bancroft Road and identified as Assessor's Parcel Number 147-271-010 in Concord. Licensee desires to obtain District's permission to use approximately 28,300 square feet of the District property for temporary staging and storing of construction equipment and materials purposes from May 1, 2021, through April 30, 2022, which the District desires to enter into.

Under the license agreement, the materials and equipment stored by the Licensee will be used to upgrade and improve the District's property in lieu of payment, at its sole cost and expense, as determined by the District in its sole discretion. The license agreement can be terminated by either party upon 30 days written notice.

CONSEQUENCE OF NEGATIVE ACTION:

The District would not license the use of this portion of its property to the Licensee.

ATTACHMENTS

License Agreement

LICENSE AGREEMENT

This license agreement ("Agreement") is dated _____, 2021, and is between CONTRA COSTA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a flood control district organized under the laws of the State of California (the "District") and Precision Engineering Inc., a California Corporation ("Licensee").

RECITALS

- A. The District is the owner of the real property located at Bancroft Road and identified as APN 147-271-010, Concord, California, (the "Property").
- B. Licensee desires to obtain the District's permission to use a portion of the Property for the limited purposes described in this Agreement. The District is willing to grant a license to use that portion of the Property shown on Exhibit A (such route or location, the "Licensed Premises") upon the terms and conditions set forth in this Agreement.

The parties therefore agree as follows:

AGREEMENT

- 1. **Grant of License.** Subject to the terms and conditions of this Agreement, the District hereby grants to Licensee, a nonexclusive revocable license to enter the Licensed Premises for the purposes described in Section 2 below and for no other purpose without District's prior written consent.
- 2. **Use of Premises.** Licensee may use the Licensed Premises for the purpose of storing construction equipment such as backhoe, dump truck, work pickup trucks, trailer, Conex box, and AB & soil stockpiles and construction materials such as pipes, collars, and manholes.
- 3. **Term.** The term of this Agreement is one year, beginning May 1, 2021, and ending April 30, 2022. The District and Licensee each have the right to terminate this Agreement at any time, for any reason, or for no reason, with thirty (30) days advance written notice. In addition, the District may terminate this Agreement on ten (10) days advance written notice if Licensee violates any term or condition of this Agreement.
- 4. **License Fee.** As consideration for this Agreement fee of \$12,000.00, Licensee in lieu of payment shall install the improvements identified below to the Licensed Premises, at its sole cost and expense, as determined by the District in its sole discretion prior to the termination of this Agreement.

Improvements:

Upgrading the Licensed Premises, which could include installation/repair of; fencing, concrete/asphalt driveways, grading, and storm drain system repairs. Work is to be coordinated with Dante Morabe (925) 313-7023 and Jason Quinones (925) 726-6901.

5. **Improvements to the Premises.**

- a. Licensee may not construct any improvements on the Licensed Premises without prior written consent from the District.
- b. Any improvements to the Licensed Premises by Licensee (with or without the consent of the District) must be removed by Licensee, at its sole cost, except those improvements that the District and Licensee agree are not required to be removed upon the termination of this Agreement. Licensee shall repair, at its sole cost, any damage caused by the removal of its improvements or equipment.
- c. If Licensee fails to remove any improvements or equipment it is required to remove, the District may remove them at Licensee's expense, and Licensee shall immediately reimburse the District upon Licensee's receipt of an invoice from the District.

6. **Permits and Approvals.** Licensee is responsible for obtaining any permits or approvals from any agency having jurisdiction. This Agreement does not constitute governmental approval by Contra Costa County Flood Control & Water Conservation District of this use.

7. **Nonexclusive Right of Use.** This Agreement is nonexclusive. The District reserves the right to issue licenses, easements and permits to others that could affect the Property or the Licensed Premises.

8. **Existing Facilities.** It is understood and agreed that the District has leases, licenses, and/or easements with others for all or a portion of the Property.

The holders of the leases, licenses, and/or easements granted by the District have the right to enter on the Property and maintain their facilities. Licensee will not be compensated for damage resulting from such maintenance.

9. **Surface Rights Only; Damage.** The rights granted under this Agreement are surface rights only and no excavation is allowed. It is the responsibility of Licensee to contact property owners and holders of easements, leases, and licenses to determine if any real property over which Licensee wishes to use a vehicle is able to support the vehicle without damage to subsurface or surface facilities. If Licensee's use of real property pursuant to this Agreement causes damage to that real property, the Property, the Licensed Premises, or their vegetation, subsurface or surface facilities, Licensee shall repair the damage and return the affected property to a neat and safe condition satisfactory to the District and the affected users.

10. **Pollution**. Licensee, at its expense, shall comply with all applicable laws, regulations, and rules with respect to the use of the Property, regardless of when they become or became effective, including, without limitation, those relating to health, safety, noise, environmental protection, waste disposal, and water and air quality, and shall furnish satisfactory evidence of such compliance upon request by the District.

Licensee may not permit hazardous materials to be handled at any time on the Property. Should any discharge, leakage, spillage, emission or pollution of any type occur upon or from the Property due to Licensee's use and occupancy of the Property, Licensee, at its expense, shall clean all the property affected thereby, whether owned or controlled by the District or any third person, to the satisfaction of the District (insofar as the property owned or controlled by the District is concerned) and any governmental body having jurisdiction.

To the extent permitted by law, Licensee shall indemnify, hold harmless, and defend the District and the holders of rights to use the Property (each, an "Indemnitee") against all liability, cost, and expense (including, without limitation, any fines, penalties, judgments, litigation costs, and attorneys' fees) incurred by any Indemnitee as a result of any discharge, leakage, spillage, emission or pollution, regardless of whether the liability, cost or expense arises during or after the term of this Agreement, unless such liability, cost or expense is proximately caused solely by the active negligence of the District.

Licensee shall pay all amounts due to the District under this section within ten (10) days after any demand therefor.

11. **Hold Harmless**. Licensee shall defend, indemnify, save, and keep harmless the District and its agents against all liabilities, judgments, costs, and expenses that may in any way accrue against the District or its agents as a result of the District granting this Agreement, save and except claims or litigation arising from the sole negligence or sole willful misconduct of the District.
12. **Insurance**. Licensee agrees, at no cost to the District, to obtain and maintain during term of this Agreement, commercial general liability insurance with a minimum limit coverage of \$1,000,000 for each occurrence and \$2,000,000 aggregate for all claims or losses due to bodily injury, including death, or damage to property, including loss of use, and to **name Contra Costa County Flood Control & Water Conservation District, its officers, agents, and employees as additional insured** thereunder. The coverage must provide for a thirty-day written notice to the District of cancellation or lapse. Licensee shall provide evidence of the coverage to the District prior to execution of this Agreement.
13. **Assignment**. Licensee may not assign its rights under this Agreement.
14. **County's Title**. Licensee hereby acknowledges District's fee title in and to the Property and agrees never to assail or to resist the District's title. Licensee agrees that it has not, and never will, acquire any rights or interest in the Property as a result of this Agreement, and that Licensee has not, and will not, obtain any right or claim to the use of the Property beyond that specifically granted in this Agreement. Construction of any improvements by Licensee on or about the Property does not give rise to an agreement coupled with an interest. The

foregoing does not preclude Licensee from purchasing the Property under a separate agreement with the District.

15. **Notices.** Notices under this Agreement must be in writing and will be effective when delivered in person or deposited as certified mail, postage prepaid, return receipt requested, or sent by a recognized overnight courier service, and directed to the other party at its address as stated below, or to such other address as the party may designate by written notice.

LICENSEE: Precision Engineering, Inc.
Attn: Finbar Brody
1939 Newcomb Ave.
San Francisco, CA 94124
(415) 760-8718

DISTRICT: Contra Costa County Flood Control &
Water Conservation District
Public Works Department
Attn: Real Estate Division
255 Glacier Drive
Martinez, CA 94553
(925) 957-2470

16. **Governing Law.** This Agreement is governed by the laws of the State of California.
17. **Entire Agreement.** This Agreement contains the entire agreement between the parties relating to the subject matter of this Agreement. No alteration or variation of this Agreement is valid or binding unless made in writing and signed by both parties.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

The parties are signing this Agreement as of the date set forth in the introductory paragraph.

**CONTRA COSTA COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT**

LICENSEE
Precision Engineering Inc.,
A California Corporation

By _____
Brian M. Balbas
Chief Engineer

By _____
Finbar Brody
President

**RECOMMENDED TO THE BOARD
OF SUPERVISORS FOR APPROVAL:**

By _____
Jessica L. Dillingham
Principal Real Property Agent

By _____
Scarlett Torres
Senior Real Property Technical Assistant

G:\realprop\License Agreements\Precision Engineering\AG.29 License Agreement - Flood Control - 5-11-21.doc
Approved by County Counsel 3/2021
Rev. 3/2021

Exhibit "A"





**Contra
Costa
County**

To: Board of Supervisors
From: Monica Nino, County Administrator
Date: May 18, 2021

Subject: Claims

RECOMMENDATION(S):

DENY claims filed by Edson J. Barney Jr., Manlilyn Golloba, La'Valle Green, Robert Lawrence, Angela, Anastasia and Arya McCoy, Mercury Insurance for Alberto Pelayo, and Sion Leon Temple.

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

Edson J. Barney Jr.: Personal injury claim for sidewalk trip and fall in the amount exceeding \$25,000.

Manilyn Golloba: Personal injury claim for sidewalk trip and fall in an amount exceeding \$25,000.

La'Valle Green: Property claim for missing personal property from jail in the amount of \$250.

Robert Lawrence: Property claim for damage to vehicle during drive thru vaccination in the amount of \$1,524.24

Angela, Anastasia & Arya McCoy: Personal injury claim related to in-custody death in the amount of \$3,000,000.

Mercury Insurance for Alberto Pelayo: Property claim for road damage to vehicle in the amount of \$3,124.

Sion Leon Temple: Personal injury claim

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **05/18/2021** 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: May 18, 2021

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

By: Stacey M. Boyd, Deputy

Contact: Scott Selby

cc:

BACKGROUND: (CONT'D)

for in-custody assault in the amount of \$3,900,000.



Contra
Costa
County

To: Board of Supervisors
From: Monica Nino, County Administrator
Date: May 18, 2021

Subject: ACCEPT Board members meeting reports for April 2021

RECOMMENDATION(S):

ACCEPT Board members meeting reports for March 2021.

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. Districts I, IV and V have 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: **05/18/2021** 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: May 18, 2021

, County Administrator and Clerk of the Board of Supervisors

By: Stacey M. Boyd, Deputy

Contact: Joellen Bergamini
925.655.2000

cc:

ATTACHMENTS

District II April 2021 Report

Supervisor Candace Andersen – Monthly Meeting Report April 2021

trDate	Meeting	Location
1-2	Daily Staff meeting	Zoom Meeting
1	CCHS Briefing	conf call
1	Co Connection MPL	Zoom meeting
1	Danville State of Town	Zoom meeting
2	CCHS Briefing	conf call
5-9	Daily Staff meeting	Zoom meeting
5	SWAT	Zoom Meeting
6	BOS Special Meeting	Zoom Meeting
7	Mental Health Commission	Zoom Meeting
8	CCHS Briefing	conf call
8	PW meeting	Zoom meeting
12	TWIC	Zoom Meeting
12	Internal Ops	Zoom meeting
12	First 5	Zoom meeting
12-16	Daily Staff Meeting	Zoom meeting
13	Recycle Smart Finance	Zoom meeting
14	CCCERA	Zoom meeting
14	LAFCO	Zoom meeting
14	JJCC	Zoom meeting
15	CCHS Briefing	phone conf
15	CCCTA	Zoom meeting
15	COVID AdHoc	Zoom meeting
15	ABAG	Zoom meeting
19-23	Staff Meetings	Zoom meetings
19	Alamo Liaison	Zoom meeting
19	Recyclesmart	Zoom meeting
19	PH BART Leasing	Zoom meeting
19	TVTC	Zoom meeting
20	BOS Meeting	Zoom meeting
22	CCHS Briefing	phone call
22	CCCSWA	Zoom meeting
23	Reimagining Youth Justine	Zoom meeting
26-30	Daily Staff meetings	Zoom meetings
26	Public Protection	Zoom meeting
27	BOS Meeting	Zoom meeting
28	CCCERA	Zoom meeting
29	CCHS Briefing	phone call
29	East Bay EDA	Zoom meeting



Contra
Costa
County

To: Board of Supervisors

From:

Date: May 18, 2021

Subject: APPROVE the Board meeting minutes for April 2021

RECOMMENDATION(S):

APPROVE Board meeting minutes for April 2021, as on file with the Office of the Clerk of the Board.

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

Government Code Section 25101(b) requires the Clerk of the Board to keep and enter in the minute book of the Board a full and complete record of the proceedings of the Board at all regular and special meetings, including the entry in full of all resolutions and of all decisions on questions concerning the allowance of accounts. The vote of each member on every question shall be recorded. Districts I, IV and V have nothing to report for January 2021.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **05/18/2021** 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: May 18, 2021

, County Administrator and Clerk of the Board of Supervisors

By: Stacey M. Boyd, Deputy

Contact: Joellen Bergamini
925.655.2000

cc:



Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: May 18, 2021

Subject: PROCLAIM the Week of May 16-22, 2021, as "National Public Works Week" in Contra Costa County

RECOMMENDATION(S):

ADOPT Resolution No. 2021/164 proclaiming the week of May 16-22, 2021, as "National Public Works Week" in Contra Costa County, as recommended by the Public Works Director, Countywide.

FISCAL IMPACT:

No fiscal impact.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **05/18/2021** 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: May 18, 2021

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

By: Wendy Mascitto, Deputy

Contact: Kelly Kalfsbeek (925)
313-2115

cc:

BACKGROUND:

National Public Works Week (NPWW) is observed each year during the third full week of May. NPWW is a celebration of the tens of thousands of men and women in North America who provide and maintain the infrastructure and services collectively known as public works.

Instituted as a public education campaign by the American Public Works Association (APWA) in 1960, NPWW calls attention to the importance of public works in community life. Public Works agencies across the nation seek to enhance the prestige of the often–unsung heroes of our society–the professionals who serve the public every day with quiet dedication. That quiet dedication includes emergency response at all hours of the day and night. The Public Works Maintenance and Facilities Divisions receive emergency call outs every week, not including calls during normal work hours. During wet winter months they respond to numerous calls on a daily basis. County Public Works crews are well trained to perform a necessary duty to protect life and property in our communities. They respond to everything from flooding in our roadways and County buildings to large landslides, most of the time by Monday morning no one is aware that there was an issue, which is the way it should be.

CONSEQUENCE OF NEGATIVE ACTION:

Contra Costa County will not be able to participate in the nationwide Public Works Week.

ATTACHMENTS

Resolution No. 2021/164

Resolution No. 2021/164

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

In the matter of:

Resolution No. 2021/164

Recognizing National Public Works Week, May 16-22, 2021

WHEREAS, public works professionals focus on infrastructures, facilities and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life and well-being of the people of Contra Costa County; and,

WHEREAS, these infrastructures, facilities and services could not be provided without the dedicated efforts of public works professionals who are engineers, maintenance workers, technicians, tradespeople, and many other managers and employees at all levels of government and the private sector, who are responsible for rebuilding, improving and protecting our nation's transportation, flood control, public buildings, parks, and other structures and facilities essential for our citizens; and,

WHEREAS, it is in the public interest for the citizens and civic leaders in Contra Costa County to gain knowledge of and to maintain a progressive interest and understanding of the importance of public works and public works programs in their respective communities; and,

WHEREAS, it has been Public Works' commitment to provide essential services in support of our community and colleagues throughout the county in the fight against COVID-19 by improving safety for employees and customers through increased cleaning protocols and installing countermeasures in our county buildings, by providing personnel to staff the Emergency Operations Center and the Department Operations Center, and by locating, leasing, preparing and maintaining locations throughout the county to be used for testing sites, vaccinations clinics and potential alternate care sites as well as other duties required in response to the pandemic; and,

WHEREAS, the year 2021 marks the 61st annual National Public Works Week sponsored by the American Public Works Association/Canadian Public Works Association.

NOW, THEREFORE, IT IS RESOLVED, that the Board of Supervisors of Contra Costa County does hereby recognize the week of May 16-22, 2021, as National Public Works Week in Contra Costa County. We call upon all citizens and civic organizations to acquaint themselves with the challenges involved in providing public works services, and to recognize the contributions that public works personnel make every day to improve and maintain our health, safety and comfort. *PASSED by a unanimous vote of the Board of Supervisor members present this 18th day of May 2021.*

DIANE BURGIS

Chair, District III Supervisor

JOHN GIOIA

District I Supervisor

CANDACE ANDERSEN

District II 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: May 18, 2021

Monica Nino, County Administrator

By: _____, Deputy

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

In the matter of:

Resolution No. 2021/164

Recognizing National Public Works Week, May 16-22, 2021

WHEREAS, public works professionals focus on infrastructures, facilities and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life and well-being of the people of Contra Costa County; and,

WHEREAS, these infrastructures, facilities and services could not be provided without the dedicated efforts of public works professionals who are engineers, maintenance workers, technicians, tradespeople, and many other managers and employees at all levels of government and the private sector, who are responsible for rebuilding, improving and protecting our nation's transportation, flood control, public buildings, parks, and other structures and facilities essential for our citizens; and,

WHEREAS, it is in the public interest for the citizens and civic leaders in Contra Costa County to gain knowledge of and to maintain a progressive interest and understanding of the importance of public works and public works programs in their respective communities; and,

WHEREAS, it has been Public Works' commitment to provide essential services in support of our community and colleagues throughout the county in the fight against COVID-19 by improving safety for employees and customers through increased cleaning protocols and installing countermeasures in our county buildings, by providing personnel to staff the Emergency Operations Center and the Department Operations Center, and by locating, leasing, preparing and maintaining locations throughout the county to be used for testing sites, vaccinations clinics and potential alternate care sites as well as other duties required in response to the pandemic; and,

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DIANE BURGIS

Chair, District III Supervisor

JOHN GIOIA

District I Supervisor

CANDACE ANDERSEN

District II Supervisor

KAREN MITCHOFF

District IV Supervisor

FEDERAL D. GLOVER

District V Supervisor



Contra
Costa
County

To: Board of Supervisors
From: Karen Mitchoff, District IV Supervisor
Date: May 18, 2021

Subject: In the Matter of Honoring Jay Hoyer, the Chief Executive Officer of the Walnut Creek Chamber of Commerce on the Occasion of his Retirement

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **05/18/2021** 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: May 18, 2021

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

By: Wendy Mascitto, Deputy

Contact: Lia Bristol,
(925)521-7100

cc:

ATTACHMENTS

Resolution

2021/167

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

In the matter of:

Resolution No. 2021/167

In the Matter of Honoring Jay Hoyer, the Chief Executive Officer of the Walnut Creek Chamber of Commerce on the Occasion of his Retirement

WHEREAS, Jay Hoyer has served as the Chief Executive Officer of the Walnut Creek Chamber since 1991; and

WHEREAS, he graduated from the Academy of Organizational Management and completed the Economic Development Institute at the University of Notre Dame; and

WHEREAS, before 1991, Jay was the President of an international transportation company and served at the Chambers of Commerce in Salem, Oregon; Boulder, Colorado; Twin Falls, Idaho; and Iowa City, Iowa; and

WHEREAS, Jay was recognized as the Oregon Chamber of Commerce Executive of the Year and served on the President's National Business and Industry Advisory Council; and

WHEREAS, in his time with the Walnut Creek Chamber, Jay has spearheaded an impressive roster of chamber-sponsored programs and events—the Art & Wine Festival, Leadership Contra Costa, and the East Bay Women's Conference to name only a few; and

WHEREAS, Leadership Contra Costa (LCC) has become the Bay Area's premier countywide leadership program. LCC accepts 25 to 30 individuals from throughout the county and is geared to people who want to make a difference in their communities; and

WHEREAS, the East Bay Women's Conference provides women an opportunity to come together and participate in a program of personal and professional enrichment, development and networking activities; and to provide them the tools they need on the journey to their personal best; and

WHEREAS, Jay worked with the hotel community and city officials to create the Walnut Creek Convention & Visitors Bureau growing the organization to the benefit of Walnut Creek's economic development and quality of life; and

WHEREAS, he contributed countless hours of dedication and effort to see the Shadelands Property Business Improvement District (PBID) through. He had vision, foresight, creativity, and imagination in envisioning what the park could become; and

WHEREAS, Jay has always been incredibly supportive of the Walnut Creek Ice Rink. He worked tirelessly throughout the years to enable the rink to expand, stay solvent when it faced tough economic times, and bring other benefits to the community and the region.

NOW, THEREFORE, BE IT RESOLVED that the Contra Costa County Board of Supervisors recognizes Jay Hoyer on the occasion of his retirement and honors his hard work and dedication to the economic development of our community.

DIANE BURGIS
Chair, District III Supervisor

JOHN GIOIA
District I Supervisor

CANDACE ANDERSEN
District II 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: May 18, 2021

Monica Nino, County Administrator

By: _____, Deputy



Contra
Costa
County

To: Board of Supervisors
From: Diane Burgis, District III Supervisor
Date: May 18, 2021

Subject: Proclamation Declaring the Month of May 2021 as Asian/Pacific American Heritage Month

RECOMMENDATION(S):

Declare the Month of May 2021 as Asian/Pacific American Heritage Month

FISCAL IMPACT:

None

BACKGROUND:

None

CONSEQUENCE OF NEGATIVE ACTION:

None

CHILDREN'S IMPACT STATEMENT:

None

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **05/18/2021** 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: May 18, 2021

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

By: Wendy Mascitto, Deputy

Contact: Teresa Gerringger
925-723-2884

cc:

CLERK'S ADDENDUM

Speakers: Contra Costa Resident, Korean Community Center of East Bay; Susan Kim, assisting Racial Justice Coalition.

ATTACHMENTS

Resolution 2021/168

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

In the matter of:

Resolution No. 2021/168

Proclamation Declaring the Month of May 2021 as Asian/Pacific American Heritage Month

WHEREAS, all residents deserve to be treated with dignity, respect, compassion and justice regardless of race, religion, color, national origin, sex, age, income or economic status, political affiliation, military status, sexual orientation, or physical, mental or sensory ability; and

WHEREAS, on March 30, 2021, the Board of Supervisors issued a statement condemning recent and continuing acts of violence against Asian Americans across the country and reaffirming that racism, in any form, and against any group, has no place in Contra Costa County; and

WHEREAS, the origin of Asian American and Pacific Islander Heritage Month in the United States dates back to 1978 when a joint congressional resolution established Asian/Pacific American Heritage Week in early May to coincide with two important milestones in Asian/Pacific American history: the arrival in the United States of the first Japanese immigrants on May 7, 1843 and contributions of Chinese workers to the building of the transcontinental railroad, completed May 10, 1869; and

WHEREAS, in 1990, the first Asian/Pacific American Heritage Month was designated by presidential proclamation and in 1992, Congress permanently designated May of each year as a monthlong celebration that is now known as Asian American and Pacific Islander Heritage Month; and

WHEREAS, Asian American and Pacific Islanders make up 18-percent of the population in Contra Costa County according to the U.S. Census Bureau 2019 American Community Survey; and

WHEREAS, Asian and Pacific Islander Americans continue to enrich our region's economy, culture, education, politics, arts, literature, science and technological developments, sports and public service despite institutional and systemic injustices designed to prevent and limit these achievements and contributions.

WHEREAS, during 2020 and 2021 more than two million Asian Americans and Pacific Islanders nationwide have been on the frontlines of the coronavirus pandemic, working in health care, law enforcement, emergency services, food services, transportation and other industries; and

WHEREAS, the celebration of the Asian Pacific American community is important now more than ever given the rise of anti-Asian sentiment nationwide due to xenophobia and racism related to the global COVID-19 health pandemic; and

THEREFORE, BE IT RESOLVED that the Contra Costa County Board of Supervisors recognizes and celebrates the contributions of Asian Americans and Pacific Islanders to the culture, history, economy, security and scientific achievements of our nation and our community, encourages all our residents to deepen their understanding of these contributions, and declares May 2021 to be Asian American and Pacific Islander Heritage Month in Contra Costa County.

DIANE BURGIS

Chair, District III Supervisor

JOHN GIOIA
District I Supervisor

CANDACE ANDERSEN
District II Supervisor

KAREN MITCHOFF
District IV Supervisor

FEDERAL D. GLOVER
District V Supervisor

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shown.

ATTESTED: May 18, 2021

Monica Nino, County Administrator

By: _____, Deputy



**Contra
Costa
County**

To: Board of Supervisors
From: Diane Burgis, District III Supervisor
Date: May 18, 2021

Subject: Acknowledgement of the Month of May 2021 as Mental Health Awareness Month and May 23rd – 29th 2021, and as Asian American Pacific & Islanders (AAPI)

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **05/18/2021** 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: May 18, 2021

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

By: Wendy Mascitto, Deputy

Contact: Teresa Gerringger
925-723-2884

cc:

ATTACHMENTS

Resolution
2021/169

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

In the matter of:

Resolution No. 2021/169

Acknowledgment of the Month of May 2021 as Mental Health Awareness Month and May 23rd – 29th 2021, and as Asian American Pacific & Islanders (AAPI) Mental Health Awareness Week

WHEREAS, the County of Contra Costa declares the Month of May 2021 as Mental Health Awareness Month and May 23 - 29, 2021, as Asian American Pacific Islanders Mental Health Awareness Week; and

WHEREAS, nationally, 1 in 5 Americans will experience a mental health challenge in their lifetime, nearly 13.9 percent of the AAPI community is reported to be living with a mental health condition and face obstacles to effective treatment such as stigma and language barriers; and

WHEREAS, Individuals from the AAPI communities, especially those who have more recently immigrated to the US, may be less likely to seek mental health support than the general population; and

WHEREAS, Language barriers make it difficult for Asian Americans to access mental health services. Discussing mental health concerns is considered taboo in many Asian cultures. Because of this, Asian Americans tend to dismiss, deny, or neglect their symptoms; and

WHEREAS, Lack of awareness of the resources and services that are available, as well as the stigma surrounding mental health issues, are the biggest deterrents in seeking professional help; and

WHEREAS, in an effort to better reflect and celebrate the diverse populations we serve and in alignment with our diversity and inclusion efforts commit to, **honoring and acknowledging all cultural and ethnic communities** as we advance our goal to create an environment where all residents of Contra Costa County feel a sense of safety and belonging. We strive to become a culturally honoring mental health friendly county embracing faith based/spiritual practices to ensure we explore all resources and tools that will enhance mental health wellness in the Asian American Community; and

THEREFORE, County of Contra Costa proclaims May 23 - 29, 2021 as Acknowledgement of AAPI Mental Health Awareness Week and encourages everyone to participate in this important healing process as we denounce Asian American Hate and promote unity.

DIANE BURGIS

Chair, District III Supervisor

JOHN GIOIA

CANDACE ANDERSEN

District I Supervisor

KAREN MITCHOFF
District IV Supervisor

District II Supervisor

FEDERAL D. GLOVER
District V Supervisor

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ATTESTED: May 18, 2021

Monica Nino, County Administrator

By: _____, Deputy



Contra
Costa
County

To: Board of Supervisors
From: Diane Burgis, District III Supervisor
Date: May 18, 2021

Subject: INTRODUCE Ordinance No. 2021-19, fireworks in the unincorporated areas of the County

RECOMMENDATION(S):

INTRODUCE Ordinance No. 2021-19, regulating the possession, manufacture, sale, use, and discharge of fireworks in the unincorporated areas of the County; WAIVE reading; and FIX June 8, 2021, as the date for adoption.

FISCAL IMPACT:

No fiscal impact.

BACKGROUND:

Chapter 44-2 of the County Ordinance Code prohibits the possession, manufacture, sale, use, and discharge of fireworks in the unincorporated areas of the County. The Sheriff and fire departments in the County receive numerous calls for service each year stemming from illegal fireworks, including calls to address vegetation fires, structure and exterior fires, personal injury or death, and noise or other public nuisances.

The proposed ordinance would amend Chapter 44-2 and authorize the Sheriff to arrest and cite a responsible party, as defined in the ordinance, for violations of Chapter 44-2. The proposed ordinance establishes that a responsible party is required to maintain, manage, and supervise the property or vessel for which they are responsible to prevent violations of Chapter 44-2. A responsible party is liable and violates the prohibition on fireworks under Chapter 44-2 if any person possesses, manufactures, sells, offers to sell, uses, or discharges, any fireworks at the property, or on the vessel, for which the responsible party is responsible, regardless of whether the responsible party is present when the violation occurs.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **05/18/2021** 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: May 18, 2021

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

By: June McHuen, Deputy

Contact: Lea Castleberry
925-252-4500

cc:

The proposed ordinance defines a responsible party as any of the following:

- 1.

BACKGROUND: (CONT'D)

A person that owns, rents, leases, or otherwise has possession of, or is in immediate control of, a residence or other private property or a vessel.

- A person that organizes, supervises, sponsors, conducts, allows, controls, or controls access to, the possession, manufacture, sale, offer for sale, use, or discharge of fireworks at a residence or other private property or on a vessel.

If a residence or other private property is rented or leased for a period of more than 30 consecutive days, the landlord or lessor is not a responsible party unless the landlord or lessor: has possession of, or is in immediate control of, the residence or other private property; or has knowledge of the possession, manufacture, sale, offer for sale, use, or discharge of fireworks at the residence or other private property.

The owner of a residence that is rented for a period of 30 consecutive days or less (a short-term rental) is a responsible party and is liable for violations of Chapter 44-2 if the short-term renter, or any other person, possesses, manufactures, sells, offers to sell, uses, or discharges, any fireworks at the residence, regardless of whether the owner of the short-term rental is present when the violation occurs.

ATTACHMENTS

Letter of Support - Town of Discovery Bay

Ordinance No. 2021-19



TOWN OF DISCOVERY BAY

A COMMUNITY SERVICES DISTRICT

SDLF Platinum-Level of Governance



PLATINUM LEVEL

President – Bryon Gutow • Vice-President – Kevin Graves • Director – Ashley Porter • Director – Michael Callahan • Director – Carolyn Graham

April 21, 2021

Supervisor Diane Burgis
3361 Walnut Boulevard
Suite 140
Brentwood, California 94513

RE: Town of Discovery Bay Community Services District Support for Revised County Fireworks Ordinance

Dear Supervisor Burgis:

It has come to the attention of the Board of Directors of the Town of Discovery Bay Community Services District ("District") that the Board of Supervisors is considering revisions to the county Fireworks Ordinance. The revisions, in essence, would hold persons in control or possession of private property responsible for fireworks violations occurring on their property.

The discharge of fireworks is a common problem in the District, especially during celebrations of Independence Day and New Years. In many cases, the fireworks are professional grade and pose a significant risk of danger to persons and properties. We support efforts to dissuade the use of illegal fireworks.

Sincerely,

Bryon Gutow
Board President

1800 Willow Lake Road • Discovery Bay • CA • 94505-9376

Telephone • 925.634.1131 • Fax • 925.513.2705

www.todb.ca.gov

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ORDINANCE NO. 2021-19

FIREWORKS

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

SECTION I. SUMMARY. This ordinance amends Chapter 44-2 of the County Ordinance Code to regulate the possession, manufacture, sale, use, and discharge of fireworks in the unincorporated areas of the County.

SECTION II. Chapter 44-2 of the County Ordinance Code is amended to read:

**Chapter 44-2
Fireworks**

44-2.002 Definitions. For purposes of this chapter, the following words and phrases have the following meanings:

- (a) “Fireworks” has the meaning set forth in Health and Safety Code section 12511.
 - (1) The term “fireworks” includes the following:
 - (A) “Dangerous fireworks,” as defined in Health and Safety Code section 12505.
 - (B) “Safe and sane fireworks,” as defined in Health and Safety Code section 12529.
 - (2) The term “fireworks” excludes the following:
 - (A) “Exempt fireworks,” as defined in Health and Safety Code section 12508.
 - (B) “Party poppers” and “snap caps,” as each is defined in California Code of Regulations, Title 19, section 980.
- (b) “Responsible party” means any of the following:
 - (1) A person that owns, rents, leases, or otherwise has possession of, or is in immediate control of, a residence or other private property or a vessel.
 - (2) A person that organizes, supervises, sponsors, conducts, allows, controls, or

controls access to, the possession, manufacture, sale, offer for sale, use, or discharge of fireworks at a residence or other private property or on a vessel.

If a residence or other private property is rented or leased for a period of more than 30 consecutive days, the landlord or lessor is not a responsible party unless the landlord or lessor: has possession of, or is in immediate control of, the residence or other private property; or has knowledge of the possession, manufacture, sale, offer for sale, use, or discharge of fireworks at the residence or other private property.

- (c) “Vessel” has the meaning set forth in Harbors and Navigation Code section 651. (Ords. 2021-XX § 2, 72-19 § 1: prior code § 3220; Ord. 684.)

44-2.004 Prohibition. No person shall possess, manufacture, sell, offer to sell, use, or discharge, any fireworks. (Ords. 2021-XX § 2, 72-19 § 1: prior code § 3220; Ord. 684.)

44-2.006 Exceptions. This chapter does not prohibit the proper use of flares by railroad personnel, peace officers, fire officials, or motorists. (Ords. 2021-XX § 2, 72-19 § 1: prior code § 3220; Ord. 684.)

44-2.008 Responsible party liability. A responsible party shall maintain, manage, and supervise the residence or other private property, or vessel, for which they are responsible to prevent violations of this chapter. A responsible party violates this chapter if any person possesses, manufactures, sells, offers to sell, uses, or discharges, any fireworks at the residence or other private property, or on the vessel, for which the responsible party is responsible, regardless of whether the responsible party is present when the violation occurs. (Ords. 2021-XX § 2.)

44-2.010 Enforcement. The County may seek compliance with this chapter by any remedy allowed under this code and any other remedy allowed by law. (Ords. 2021-XX § 2.)

SECTION III. Section 14-8.008 of the County Ordinance Code is amended to read:

14-8.008 Infraction arrest and citation.

- (d) The following officers, or their designated subordinates, shall have and are hereby vested with the authority to arrest any person who violates the following provisions of this Code and other codes as indicated, punishable as infractions:
- (1) Director of health services: Division 413, Division 445, Chapters 414-4, 414-6, 416-14, 418-2, 418-6, 418-12, 418-16, 420-2, 420-6, and 450-6, and Labor Code Section 6404.5.
 - (2) Director of building inspection: Title 7.

- (3) Director of community development: Title 8.
- (4) Director of public works: Divisions 1002, 1010, 1014, 1106, and 1110.
- (5) Sheriff: Chapter 44-2, Division 54, Chapter 54-2, and Divisions 410 and 1110.
- (e) The above-listed officers, or their designated subordinates, may issue citations for infraction violations of the above-listed code provisions.
- (f) The county administrator may by written order issue regulations to provide for administration, procedures, and policy direction for this section. (Ords. 2021-XX § 2, 2016-24 § 5, 2012-05 § 3, 2006-66 § 8, 2004-30 § 2, 2003-01 § 5, 2002-48 § 2, 2001-03 § 1, 98-31 § 1, 98-22 § 2, 96-21 § 2, 95-36 § 1, 90-122 § 2, 86-80 § 2; Penal Code §§ 19.7, 836.5, and 853.6; Labor Code § 6404.5).

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

PASSED on _____, by the following vote:

AYES:
 NOES:
 ABSENT:
 ABSTAIN:

ATTEST: MONICA NINO, _____
 Clerk of the Board of Supervisors Board Chair
 and County Administrator

By: _____ [SEAL]
 Deputy

KCK:
 H:\Client Matters\2021\Ordinance No. 2021-19 Fireworks.wpd



**Contra
Costa
County**

To: Board of Supervisors
From: Kathy Gallagher, Employment & Human Services Director
Date: May 18, 2021

Subject: Appoint Community Services Director in the Employment and Human Services Department

RECOMMENDATION(S):

APPOINT Aaron Alarcon-Bowen as the Community Services Director - Exempt (CCD1, pos. #1123) in the Employment and Human Services Department, at step five (5) of the Salary Plan and Grade B85 2113 (\$10,663 - \$13,609) and including all Benefits as applicable to the Classification of Community Services Director - Exempt, effective June 1, 2021, as recommended by the Director of Employment and Human Services.

FISCAL IMPACT:

There is no fiscal impact.

BACKGROUND:

The Head Start Act of 2007, Section 642(c)(1)(E)(IX) dictates that the Head Start Governing Board must approve personnel policies and procedures. On July 30, 2019 (item C. 56), the Board of Supervisors approved the Community Services Bureau's (CSB) 2019-2021 Policies and Procedures Manual. According to "Section 2 Program Operations" of the Manual, "The Board of Supervisors, upon the recommendation of the Employment and Human Services Director, reserves the exclusive right to hire, evaluate, compensate or release the CSB Director (HS/EHS Director)...". In accordance with this policy, The Employment and Human Services Director is

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **05/18/2021** 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: May 18, 2021

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

Contact: Reni Radeva (925) 608-5036;
rradeva@ehsd.cccounty.us

By: Stacey M. Boyd, Deputy

cc:

BACKGROUND: (CONT'D)

recommending the appointment of Aaron Alarcon-Bowen as the Director of the Community Services Bureau of the Employment and Human Services Department.

The CSB Director position is currently vacant due to the resignation of the former Director in July 2020. Aaron Alarcon-Bowen is recommended for the position by a three-person panel that included the Employment and Human Services Department Director, the Director of Children and Family Services, and a former Director of a county Community Action Agency. The following attributes contributed to the selection of Mr. Alarcon-Bowen: Bachelor of Arts in Organizational Communication; Master's Degree in Public Administration; near completion of PhD in Public Policy and Administration; twenty (20) years of experience working in public service, most recently as Executive Director of In-Home Support Services Public Authority of Marin County and Family Services Director of Catholic Charities of Dallas, Texas; strong commitment to addressing issues of poverty; demonstrated ability to build coalitions and relationships.

CONSEQUENCE OF NEGATIVE ACTION:

Without Board appointment of the CSB Director, the Department would be out of compliance with Head Start Act of 2007, Section 642(c)(1)(E)(IX).

CHILDREN'S IMPACT STATEMENT:

The Employment & 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: Monica Nino, County Administrator
Date: May 18, 2021

Subject: Declare Vacancy of Alternate Seat on the Arts and Culture Commission

RECOMMENDATION(S):

DECLARE vacant the Alternate Seat on the Arts and Culture Commission of Contra Costa County, and DIRECT the Clerk of the Board to post the vacancy, as recommended by the County Administrator's Office.

FISCAL IMPACT:

There is no fiscal impact.

BACKGROUND:

The Arts and Culture Commission of Contra Costa County advises the Board of Supervisors in matters and issues relevant to arts and culture to: advance the arts in a way that promotes communication, education, appreciation and collaboration throughout Contra Costa County; to preserve, celebrate and share the arts and culture of the many diverse ethnic groups who live in Contra Costa County; to create partnerships with business and government; and to increase communications and understanding between all citizens through art. Most importantly, the Commission promotes arts and culture as a vital element of the quality of life for all the citizens of Contra Costa County.

The Arts and Culture Commission

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

Action of Board On: **05/18/2021** 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: May 18, 2021

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

By: Stacey M. Boyd, Deputy

Contact: Dennis Bozanich,
925-655-2050

cc:

BACKGROUND: (CONT'D)

is composed of one representative from each of the five supervisorial districts, four at-large representatives, and one alternate, for a total of ten seats. Appointments are for a four-year period with terms expiring on June 30 of alternating odd numbered years.

According to the Bylaws of the Arts and Culture Commission, “Regular attendance is essential for the Commission to conduct regular business, accomplish annual goals as approved by the Board of Supervisors, and meet funding source program requirements. Any Commissioner who is absent from three (3) regular meetings in a 12-month period, may be asked to resign, unless good cause is shown and approved by the Commission (e.g., work assignment, accident, illness or death of a family member, vacation, or personal illness).”

The current Alternate Commissioner was appointed to the Arts and Culture Commission by the Board of Supervisors on August 6, 2019 with a term that will expire June 30, 2023. From April 2020 to March 2021, the Alternate Commissioner was absent from three regular meetings. On April 5, 2021, the Arts and Culture Commission approved the removal of the Alternate Commissioner pursuant to the Commission Bylaws.

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved, the Arts and Culture Commission would not be able to post and fill the alternate seat vacancy.



**Contra
Costa
County**

To: Board of Supervisors
From: Kathy Gallagher, Employment & Human Services Director
Date: May 18, 2021

Subject: Workforce Development Board Resignation and Board Vacancy

RECOMMENDATION(S):

ACCEPT resignation of Jose Carrascal from Workforce Development Board Business Seat #6, DECLARE the vacancy, and DECLARE the vacancy in Workforce Development Board Business Seat #5, DIRECT the Clerk of the Board to post the vacancies as recommended by the Employment and Human Services Department Director.

FISCAL IMPACT:

There is no fiscal impact.

BACKGROUND:

Jose Carrascal was appointed to the Workforce Development Board Business Seat #6 on August 11, 2020. The Seat will expire June 30, 2024. He is resigning due to a change in employment.

Tom Guarino was appointed to the Workforce Development Board Business Seat # 5 on July 14, 2020. The Seat will expire June 30, 2024. He is no longer available to continue to serve on the Board.

The Workforce Development Board (WDB) is a business led body with the mission to shape and strengthen local and regional workforce development efforts. The WDB brings together leaders from business, economic development, education, labor, community-based organizations, and public agencies

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **05/18/2021** 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: May 18, 2021

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

By: Stacey M. Boyd, Deputy

Contact: Elaine Burres
608-4960

cc:

BACKGROUND: (CONT'D)

to align a variety of resources and organizations to enhance the growth and stability of local business.

CONSEQUENCE OF NEGATIVE ACTION:

The Workforce Development Board may not be able to conduct routine business.



Contra
Costa
County

To: Board of Supervisors
From: Diane Burgis, District III Supervisor
Date: May 18, 2021

Subject: APPOINTMENT TO THE SUSTAINABILITY COMMISSION

RECOMMENDATION(S):

APPOINT Michael Moore to the District 3 seat on the Sustainability Commission to a term expiring March 31, 2025, as recommended by Supervisor Diane Burgis.

Michael Moore
Oakley, CA 94561

FISCAL IMPACT:

None.

BACKGROUND:

The District 3 seat expired March 31, 2021. Applications were accepted and the recommendation to appointment the above individual was then determined.

CONSEQUENCE OF NEGATIVE ACTION:

The seat would remain vacant.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **05/18/2021** 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: May 18, 2021

Monica Nino, 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: Candace Andersen, District II Supervisor
Date: May 18, 2021

Subject: RESIGNATION AND APPOINTMENT TO THE CONTRA COSTA COUNTY PLANNING COMMISSION

RECOMMENDATION(S):

ACCEPT the resignation tendered by Rand Swenson at the April 28, 2021 Planning Commission meeting; FIND that it is necessary to immediately fill the unscheduled vacancy so that there will be a full commission available to convene a quorum to conduct the business of the Planning Commission; and APPOINT Sanjiv Bhandari, an Alamo resident, to the District 2 Seat on an acting basis per Government Code § 54974 (b), as recommended by Supervisor Candace Andersen.

FISCAL IMPACT:

NONE

BACKGROUND:

The Planning Commission's powers and duties include:

1. Exercise all powers and duties prescribed by law (statute, ordinance or board order), including consideration of matters referred to it by the Zoning Administrator except those powers and duties specifically reserved or delegated to other divisions of the planning agency;

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **05/18/2021** 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: May 18, 2021

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

By: Stacey M. Boyd, Deputy

Contact: Jill Ray,
925-957-8860

BACKGROUND: (CONT'D)

2. Initiate preparation of general plans, specific plans, regulations, programs and legislation to implement the planning power of the county;
3. Be generally responsible for advising the legislative body of matters relating to planning, which, in the opinion of the commission, should be studied;
4. Be the advisory agency as designated in Title 9 of this code for the purpose of passing on subdivisions;
5. Hear and decide all applications or requests for proposed entitlements estimated to generate one hundred or more peak hour trips unless otherwise provided by this code or board order;
6. Hear and make recommendations regarding proposed development agreements when it is hearing the related project applications being processed concurrently with the development agreements.

A vacancy on the commission makes it more likely that the business of the Planning Commission may be delayed due to a lack of quorum. Due to the coronavirus pandemic and backlog of commission matters, even a small delay in filling the vacancy may prove disruptive.

Supervisor Andersen has been advertising the District II Planning Commission seat since April 15, 2021 in preparation for filling the vacancy scheduled to arise at the end of Mr. Swenson's current term on June 30, 2021. Mr. Bhandari submitted an application and met with Supervisor Andersen. Supervisor Andersen feels his knowledge and experience will be a positive addition to the Commission. Supervisor Andersen recommends that Mr. Bhandari be appointed on an acting basis to fill the unscheduled vacancy.

CONSEQUENCE OF NEGATIVE ACTION:

A full commission will not be available to convene a quorum necessary to conduct Planning Commission business, and District 2 will not have representation at upcoming Planning Commission meetings.

CHILDREN'S IMPACT STATEMENT:

NONE



Contra
Costa
County

To: Board of Supervisors
From: Candace Andersen, District II Supervisor
Date: May 18, 2021

Subject: RESIGNATION FROM THE ALAMO MUNICIPAL ADVISORY COUNCIL

RECOMMENDATION(S):

ACCEPT the resignation of Sanjiv Bhandari effective immediately; DECLARE a vacancy in the Appointee 6 Seat on the Alamo Municipal Advisory Council, and DIRECT the Clerk of the Board to post the vacancy, for a term with an expiration date of December 31, 2024, as recommended by Supervisor Andersen.

FISCAL IMPACT:

NONE

BACKGROUND:

The Alamo MAC may advise the Board of Supervisors on services that are or may be provided to the Alamo community by Contra Costa County or other local government agencies. Such services include, but are not limited to, parks and recreation, lighting and landscaping, public health, safety, welfare, public works, code enforcement, land use and planning, transportation and other infrastructure. The Council may also provide input and reports to the District Supervisor, Board of Supervisors, County staff or any County hearing body on issues of concern to the community. The Council may represent the Alamo community before the Board of Supervisors, County Planning Commission and the Zoning Administrator. The Council may also represent the Alamo community before the Local Agency Formation Commission on proposed boundary changes effecting the community. The Council may advocate on parks and recreation issues to the Town of Danville and the San Ramon Valley Unified School District.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **05/18/2021** 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: May 18, 2021

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

By: Stacey M. Boyd, Deputy

Contact: Jill Ray,
925-957-8860

CONSEQUENCE OF NEGATIVE ACTION:

The seat will remain filled, without the benefit of a member present.

CHILDREN'S IMPACT STATEMENT:

NONE



Contra
Costa
County

To: Board of Supervisors
From: INTERNAL OPERATIONS COMMITTEE
Date: May 18, 2021

Subject: Recommendation for Appointment to the Contra Costa County Fire Protection District Advisory Fire Commission

RECOMMENDATION(S):

APPOINT Soheila Bana to the At Large Alternate #1 seat on the Contra Costa County Fire Protection District Advisory Fire Commission.

BACKGROUND:

On December 12, 2000, the Board of Supervisors approved a policy on the process for recruiting applicants for selected advisory bodies of the Board. This policy requires an open recruitment for all vacancies to At Large seats appointed by the Board. The Board also directed that the IOC personally conduct interviews of applicants for At Large seats on several boards, committees, and commissions including the Contra Costa County Fire Protection District Advisory Commission.

The Contra Costa County Fire Protection District Advisory Fire Commission includes ten (10) seats that are appointed by the Contra Costa County Board of Supervisors: Five (5) Supervisors District seats, Two (2) At-Large seats, and Three (3) At-Large Alternate seats.

The Advisory Fire Commission's purpose is to review and advise on annual operations and capital budgets, review Fire District expenditures; advise the Fire Chief on district service matters; and serve as liaison between the Board of Supervisors and the community served by the fire district.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **05/18/2021** 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: May 18, 2021

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

By: Stacey M. Boyd, Deputy

Contact: Julie DiMaggio Enea
(925) 655-2056

BACKGROUND: (CONT'D)

The IOC recruited twice to fill the vacancy in the At-Large Alternate #1 seat for a term that will expire on June 30, 2024. In the first recruitment, five applications were received, but three of the five applicants neither reside nor work in the District and so were not eligible. The two eligible applicants were incumbents of the District II (Matthew Guichard) and III (Michael Daugelli) seats, whose terms will expire on June 30, 2021. Consequently, on March 8, the IOC directed staff to conduct a second recruitment, which garnered two additional applicants. The IOC considered the two candidates at its regular meeting on May 10, 2021. Vice Chair Burgis was absent. The candidates are:

- Soheila Bana, Richmond (owns property in El Sobrante)
- Gary Bussiere, Concord

Based on the candidate applications, Chair Andersen recommends, on behalf of the IOC, Soheila Bana for appointment to the At Large Alternate seat vacancy, to complete the current term that will expire on June 30, 2024.

ATTACHMENTS

Candidate Application_Soheila Bana_CCCFPD Advisory Commission

Candidate Application_Gary Bussiere_CCCFPD Advisory Commission

Reissued Press Publication_CCCFPD Advisory Commission

Application Form

Profile

SOHEILA

First Name

V

Middle Initial

BANA

Last Name

Home Address

Suite or Apt

Richmond

City

CA

State

94803

Postal Code

Primary Phone

Email Address

Which supervisorial district do you live in?

District 1

Education

Select the option that applies to your high school education *

High School Diploma

College/ University A

Name of College Attended

University of California at Berkeley

Degree Type / Course of Study / Major

BS / Electrical Engineering and Computer Sciences

Degree Awarded?

Yes No

College/ University B

Name of College Attended

University of California at Berkeley

Degree Type / Course of Study / Major

MS / Electrical Engineering and Computer Sciences

Degree Awarded?

Yes No

College/ University C

Name of College Attended

University of California at Berekley

Degree Type / Course of Study / Major

PhD / Electrical Engineering and Computer Sciences

Degree Awarded?

Yes No

Other schools / training completed:

Course Studied

Real Estate Salesperson

Hours Completed

90

Certificate Awarded?

Yes No

Board and Interest

Which Boards would you like to apply for?

Contra Costa County Fire Protection District - Advisory Fire Commission: Submitted

Seat Name

Have you ever attended a meeting of the advisory board for which you are applying?

Yes No

If you have attended, how many meetings have you attended?

Please explain why you would like to serve on this particular board, committee, or commission.

My interest in joining Measure X Community Advisory Board stems from my passion to serve my community and a clear and realistic understanding of different needs for community empowerment, improvement and preparedness for disasters. I have lived in Contra Costa County for decades and as both an engineer working for Caltrans and a real estate agent I have had the opportunity to work all over the county and learn of its issues as well as local advantages and disadvantages.

Qualifications and Volunteer Experience

I would like to be considered for appointment to other advisory boards for which I may be qualified.

Yes No

Are you currently or have you ever been appointed to a Contra Costa County advisory board, commission, or committee?

Yes No

List any volunteer or community experience, including any advisory boards on which you have served.

I have organized a community grassroots, 94803 Emergency Preparedness Alliance, for the residents of unincorporated El Sobrante and city of Richmond in the zip code 94803. I have been successful in making connections with the offices of emergency services in both CC County and City of Richmond to empower the residents and relay their needs to the officials. In addition, I have been: * Director of Professional Engineers in California Government (PECG), the Bay Area Section with over 10,000 members * Member of Board of Director of Citizens for Greener Communities * Member of Steering Committee of Grassroots for East Bay Joint Power Agency for Wildfire Protection and Vegetation Management which is organized to create support of local officials for a Joint Power Agency. * Commissioner at the City of Richmond Recreation and Parks Commission, I have been working to improve the condition and safety of our parks. * Trustee at the Contra Costa County Mosquito and Vector Control District, representing the city of Richmond * Mentoring minority college students at Richmond Promise * Co-founder and Co-President of STAR for Breast Cancer, I have organized fundraising for cancer patients

Describe your qualifications for this appointment. (NOTE: you may also include a copy of your resume with this application)

I have worked with people of different backgrounds, ethnicities, levels of education and needs both as a volunteer and as a professional. I have extensive work experience with planning, project evaluation and budgeting both as an engineer with millions of dollars and as a volunteer with more limited budgets. As a real estate professional, I have different socioeconomic pockets of Contra Costa County and am familiar with the needs of different communities. I strongly believe in partnership of community and local government as well as residents' empowerment through raising awareness and providing them with simple tools to build community teams. This is especially true when it comes to wildfire prevention, emergency preparedness and disaster recovery.

[Soheila Bana Resume 4 CCC.pdf](#)

Upload a Resume

Conflict of Interest and Certification

Do you have a Familial or Financial Relationship with a member of the Board of Supervisors?

Yes No

If Yes, please identify the nature of the relationship:

Do you have any financial relationships with the County such as grants, contracts, or other economic relations?

Yes No

If Yes, please identify the nature of the relationship:

Please Agree with the Following Statement

I certify that the statements made by me in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith. I acknowledge and undersand that all information in this application is publicly accessible. I understand that misstatements and/or omissions of material fact may cause forfeiture of my rights to serve on a board, committee, or commission in Contra Costa County.

I Agree

Soheila Bana

SoheilaBana@gmail.com

(U.S. Citizen)

El Sobrante, CA 94803

EDUCATION

UNIVERSITY OF CALIFORNIA AT BERKELEY

Electrical Engineering and Computer Sciences (Minor in Mathematics)

Ph.D. Dec 2000

M.S. May 1994

B.S. May 1990

EXPERIENCE: INDUSTRY

TRANSPORTATION ENGINEER, California Dept. of Transportation, Oakland: 02-21

Designing electrical systems for highway lighting, signals and TMS. Preparing plans, specifications and estimates (PS&E) for highway systems with regards to the approved standards and regulations. Reviewing PS&E compatibility with existing and upcoming telecommunication technologies. Previously maintained TMS elements in the field, configuring and implementing a variety of communication networking equipment and traffic operation system (TOS) elements in freeways, including closed circuit TV cameras, changeable message signs and highway advisory radios, in order to provide real-time traffic images and information to the public and private agencies and research centers in conjunction with the Traffic Management Center (TMC). Additionally, worked in TMC, monitoring the accuracy, continuity and back-up of the data received from the field in different formats and ensuring its real-time accessibility to the dispatchers and CHP through large monitors as well as real-time management of traffic control tools such as CMS and HAR.

SENIOR TECHNOLOGY ARCHITECT, 3Com Inc., Santa Clara: 00- 01

Managed a team of R&D engineers in the wireless communication department. Designed new techniques for wireless communication, including a method for collaborative coexistence of wireless LAN, i.e., 802.11b and wireless PAN, i.e, Bluetooth, in 2.4GHz. Worked closely with product quality and manufacturing engineers to achieve flexibility in design while following the industry standards and meeting the market deadlines. Actively participated in drafting the wireless industry standards by participating at the national meetings of the IEEE.

RESEARCH ASSISTANT, University of California at Berkeley: 89-91 & 94-00

Invented a Space/Time Division Multiple Access scheme for ad-hoc mobile wireless network of automated vehicles. Proposed a safety formalism and a distributed control algorithm for interacting automated vehicles and designed communication protocols for the distributed algorithmic implementation. Designed innovative address resolution protocols for automated vehicles in one-lane automated highway as a flat ad-hoc network and verified the protocols using SPIN verification tool.

Invented a local positioning scheme for automated vehicles to be used in communication address resolution. Developed an efficient method for measuring the Gate-to-Source/Drain capacitance via I-V measurements during IC production. This method eliminates the need for direct capacitance measurements during production and improves the process and allows a better device modeling and chip pricing based upon speed and performance. Designed an Automatic Gain Controlled amplifier to be used with micro-sensors.

DESIGN ENGINEER, Chrontel, Inc., Milpitas: 92-94

Designed transistor-level CMOS analog/digital circuitry including ring oscillators, voltage references, current sources, amplifiers, buffers, Schmidt triggers, I/O circuits and test modes. Responsibilities included spec review, scheduling, design verification, chip floor planning and chip layout along with other related duties such as SPICE-fitting the fabrication models, testing parts for binning specifications, etc. Designed and characterized a standard cell library.

R&D ENGINEER, Hewlett-Packard, Stanford Park Division: 1989

Designed and developed a quadrature demodulator which would be a part of a Modular Measurement System to improve HP-8981 to operate at a specific desired frequency with a high degree of accuracy, without using software calibration.

EXPERIENCE: ACADEMIA

ASSOCIATE DEAN, DeVry University, Fremont: 01- 02

Managed the faculty and staff at the Department of Electronics Technology and supervised the day-to-day operations of the program. Actively participated in the successful accreditation process of the program. Interviewed and hired new faculty. Provided mentorship to all faculty on an ongoing basis. Performed annual faculty evaluation and proposed improvement plans when needed. Approved the class schedule for the department. Built and maintained partnerships and liaisons with the industry to coordinate the curriculum according to the needs of the local industry. Managed student academic affairs on a daily basis through face to face meetings in order to resolve their issues.

TEACHING ASSISTANT, University of California at Berkeley: 90-91 & 94-00

Assisted professors in teaching classes by conducting discussion sessions for classes of 40 to 200 students for a variety of courses in Microelectronic Circuits, Electronics Laboratory, Microelectronic Devices and Circuits, Communication Networks, Analog and Digital Integrated Circuits.

Conducted similar discussion sessions for industry professionals taking online courses at UC Berkeley.

EXPERIENCE: VOLUNTEER

HUMAN RIGHTS DEFENDER, 97 –present

Defending the human rights of women, children and ethnic and religious minorities through writing numerous scholarly articles, giving talks at local and international gatherings and conferences, and giving interviews on various radio and TV channels. Initiating international campaigns against death penalty in Iran. Organizing campaigns to save lives of specific juvenile offenders. Supporting, advising and guiding local women human rights defender lawyers and activists in Iran to organize gender education workshops and establish NGOs for women's rights advocacy.

COMMISSIONER, Richmond Parks and Recreation Commission. 17 -present

Working as a liaison between the City Council and residents of El Sobrante and Marina Bay neighborhoods to improve the quality of living and enhance enjoyment of recreational opportunities for all those residents. Working along with other Commissioners in advisory capacity to the City Council on all matters pertaining to public recreation, preserving the parks' biological diversity and protecting natural and cultural resources of Richmond while providing opportunities for high quality outdoor recreation and promoting recreational programs for the youth. Working with other entities such as Citizens for East Shore Parks and Richmond Bicycle/Pedestrian Advisory group to make streets of Richmond biker friendly.

CO-FOUNDER & CO-PRESIDENT, Support, Treatment, Awareness and Research (STAR) for Breast Cancer. 09 -present

Directing organization's overall activities including setting up and overseeing various planning committees' work. Leading the development committee which activities include generating fundraising ideas.

Organizing online campaigns. Designing educational and promotional materials. Recruiting volunteers for fundraising events, supervising and coordinating their work. Making presentations to potential partners or corporate donors. Building relationship with sister organizations at local and international level as well as community organizers to create effective campaigns. Devising strategies for reaching out to women of Middle Eastern origin and raising awareness in different communities while considering cultural sensitivities.

PRESIDENT & TRUSTEE, Contra Costa Mosquito and Vector Control District Board: 09-present

Sharing the responsibility of overseeing the operation of the District with regards to effective prevention of mosquito and vector diseases, financial management, environmental pollution, public relation, and employee management without interfering with the day to day business of the District. Participating in

national conferences about the management and environmental impact of vector control. For one year, presided over the regular meetings of the Board of Trustees. Set the meetings' agenda. Advised the board on making decisions. Evaluated the annual performance of the CEO.

HONORARY PARTNER, Equality Now: 07-present

Acting as a liaison between the local activists and grassroots campaign organizers to defend women's rights in Iran and the international organization of Equality Now that raises global awareness and builds support among citizens as well as policy makers and politicians in different countries for the causes.

LOCAL ADVISOR, Mama Cash: 07-present

Providing advice to the organization with regards to the local women's organization in Pakistan, Iran and Afghanistan that need financial support and provide feedback about the impact of the supported projects on women's movement and rights. Guiding local women in those countries towards capacity building, empowerment, organizing and articulating their needs and writing proposals for grants to Mama Cash.

INTERNATIONAL CAMPAIGN COORDINATOR, Stop Stoning Forever: 06- 09

Coordinated the strategy as well as the step by step tactics of international advocacy by human rights organizations such as Amnesty International and Equality Now with the local campaign activists in Iran, including lawyers and journalists, to raise worldwide awareness about the legal practice of stoning in Iran for the so called sexual crimes and build a strong and active global opposition to it. Recruited and managed an international group of volunteer translators to expedite the transmission of reliable detailed and up to date news about the campaign and the Iranian government's reaction to it. The campaign saved more than ten lives from stoning and led to the removal of the text regarding stoning as a punishment in the Islamic Penal Code by the Iranian government.

FOUNDER & PRESIDENT, Daayeh International Alliance to Nurture Children. 97 -01

Directed the organization's activities to find educational sponsors for needy children in Iran. Recruited and supervised a group of local volunteers in Iran to identify the needy children and watch their progress. Initiated and managed online campaigns. Organized fundraising events. Recruited and supervised volunteers for the fundraising events.

FOUNDER & MODERATOR, Madar-Pedar: 97-07

Founded the first online discussion group of parents in California to address and discuss parenting concerns as well as cultural issues of raising bi-cultural children. Moderated daily discussions among 200+ members on a wide range of issues from celebrating cultural festivities at children's schools to whether to allow children to sleep over at their friends'.

CO-PRESIDENT & MEMBER, Women in Computer Science & Electrical Engineering (WICSE): 93-99

Actively participated in initiating, proposing and getting approved by the UC Berkeley faculty the first parent policy for college students in the nation that would allow maternity/paternity leave to student parents with health insurance and extended time for academic milestones. This policy later on was extended to all the University of California campuses. Spearheaded submitting women engineers' proposals to the industry decision makers for improving gender parity in engineering.

TECHNICAL PUBLICATIONS & PRESENTATIONS

- S. Bana and P. Varaiya, "Space Division Multiple Access (SDMA):A Robust Self-organizing Ad-hoc Network Architecture and MAC Protocol", Submitted to the IEEE Fourth International Conference on Intelligent Transportation Systems, Oakland, August 25-29, 2001
- S. Bana and P. Varaiya, "Automated Vehicle Navigation via Magnetic Signals", Presented at the International Association of Institutes of Navigation Congress/Institute of Navigation Annual Meeting, San Diego, June 26-28, 2000.
- S. Bana and P. Varaiya, "Address Resolution in One Lane Automated Highway Systems", PATH Research Report, UCB-ITS-PRR-99-22, 1999.

- S. Bana and P. Varaiya, “Position Location in AHS by Magnetic Pseudo-Noise Signals”, PATH Research Report UCB-ITS-PRR-99-21, 1999.
- S. Bana and S. Hassoun, “Practices for Recruiting and Retaining Graduate Women Students in Computer Science and Engineering’, Presented at the Computing Research Association Conference at Snowbird, Utah, July 26-28, 1998.

PATENTS

- A Method of Collaborative Coexistence for 802.11b and Bluetooth, 3Com (No. 3672.TDC)
- Variable Key Encryption for Wireless Communication, 3Com (No. 3612.TDC)
- Space Division Multiple Access (SDMA), UC Berkeley (No. B00-092)
- Magnetic Positioning System (MPS),UC Berkeley (No. B01-002)

Application Form

Profile

Gary F Bussière
First Name Middle Initial Last Name

Home Address Suite or Apt
Concord CA 94519
City State Postal Code

Primary Phone

Email Address

Which supervisorial district do you live in?

District 4

Education

Select the option that applies to your high school education *

High School Diploma

College/ University A

Name of College Attended

Maine Maritime Academy

Degree Type / Course of Study / Major

BS Marine Engineering Technology

Degree Awarded?

Yes No

College/ University B

Name of College Attended

University of Maine

Degree Type / Course of Study / Major

Liberal Arts

Degree Awarded?

Yes No

College/ University C

Name of College Attended

Degree Type / Course of Study / Major

Degree Awarded?

Yes No

Other schools / training completed:

Course Studied

Hours Completed

Certificate Awarded?

Yes No

Board and Interest

Which Boards would you like to apply for?

Contra Costa County Fire Protection District - Advisory Fire Commission: Submitted

Seat Name

Gary Bussiere

Have you ever attended a meeting of the advisory board for which you are applying?

Yes No

If you have attended, how many meetings have you attended?

Please explain why you would like to serve on this particular board, committee, or commission.

Retired Navy have lived here, and raised my son with my wife for 27 years

Gary F Bussière

Qualifications and Volunteer Experience

I would like to be considered for appointment to other advisory boards for which I may be qualified.

Yes No

Are you currently or have you ever been appointed to a Contra Costa County advisory board, commission, or committee?

Yes No

List any volunteer or community experience, including any advisory boards on which you have served.

Volunteer fire department Wales, ME

Describe your qualifications for this appointment. (NOTE: you may also include a copy of your resume with this application)

Lived here over 27 years, have been trained in fire fighting during 30+ years, San Diego(CA), Treasure Island(CA), Vacaville(CA), Philadelphia(PA), Norfolk(VA), and Freehold(NJ).

[Upload a Resume](#)

Conflict of Interest and Certification

Do you have a Familial or Financial Relationship with a member of the Board of Supervisors?

Yes No

If Yes, please identify the nature of the relationship:

Do you have any financial relationships with the County such as grants, contracts, or other economic relations?

Yes No

If Yes, please identify the nature of the relationship:

Pay taxes and live here

Please Agree with the Following Statement

I certify that the statements made by me in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith. I acknowledge and understand that all information in this application is publicly accessible. I understand that misstatements and/or omissions of material fact may cause forfeiture of my rights to serve on a board, committee, or commission in Contra Costa County.

I Agree



Contra Costa County

County Administrator's Office • 1025 Escobar St., 4th Floor • Martinez, CA 94553 • www.contracosta.ca.gov

FOR IMMEDIATE RELEASE
March 26, 2021

Contact: Julie DiMaggio Enea, 925-655-2056
julie.enea@cao.cccounty.us

WOULD YOU LIKE TO SERVE ON THE ADVISORY FIRE COMMISSION?

The Contra Costa County Board of Supervisors is seeking an individual to serve as an At Large Alternate member of the Contra Costa County Fire Protection District's (CCCFPD) Advisory Fire Commission. The Commission is responsible for confirming cost of abatement reports; conducting weed abatement appeal hearings; approving surplus equipment declarations; reviewing CCCFPD operations and budget reports; and advising the Fire Chief on District service matters. The Commission also serves as a liaison between the Board of Directors and the community and may be asked to perform other duties by the Board of Directors. Applicants must reside or work within the boundaries of the Fire District to be considered for the appointment.

Regular meetings of the Advisory Fire Commission are held on the second Monday of even-numbered months at 7:00 p.m. in Concord. The appointment will be to complete the current term ending on June 30, 2024. Commissioners are not compensated.

Application forms can be obtained from the Clerk of the Board of Supervisors by calling (925) 655-2000 or visiting the County webpage at <https://www.contracosta.ca.gov/3418>. Applications should be returned to the Clerk of the Board of Supervisors, 1025 Escobar St., 1st Floor, Martinez, CA 94553, **no later than 5:00 p.m. on Friday, April 23, 2021**. Applications can also be emailed to ClerkoftheBoard@cob.cccounty.us.

Applicants should plan to be available for public interviews on Monday, May 10, 2021. Due to COVID-19, interviews will be conducted telephonically. Further information about the Advisory Fire Commission can be obtained by contacting Latonia Ellingberg at lelli@cccfd.org or (925) 941-3300 x1200 or by visiting the website <https://www.cccfd.org/advisory-fire-commission>.

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Contra
Costa
County

To: Board of Supervisors
From: INTERNAL OPERATIONS COMMITTEE
Date: May 18, 2021

Subject: RECOMMENDATION FOR APPOINTMENT TO THE COUNTY CONNECTION ADVISORY COMMITTEE

RECOMMENDATION(S):

REAPPOINT Marjorie McWee to the County Representative seat on the County Connection Advisory Committee to a new term that will expire on June 30, 2023.

BACKGROUND:

County Connection was formed in 1980 as a Joint Powers Agency under the legal name The Central Contra Costa Transit Authority. Today County Connection provides fixed-route and paratransit bus service throughout the communities of Central Contra Costa County. The County Connection Advisory Committee meets bi-monthly to review, analyze, and advise the County Connection Board of Directors on issues and policies relating to fixed-route and paratransit bus service. Committee members also act as a citizen liaison from the represented jurisdictions.

Prior to 2019, the County Representative seat on the County Connection Advisory Committee had been vacant for many years. In 2019, the Board of Supervisors appointed, at the recommendation of the IOC, Marjorie McWee to the County seat.

The current term of the County Representative appointee on the County Connection Advisory Committee will expire on June 30. Staff conducted a four week recruitment and received one application, from incumbent Marjorie McWee.

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **05/18/2021** 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: May 18, 2021

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

By: Stacey M. Boyd, Deputy

Contact: Julie DiMaggio Enea
(925) 655-2056

cc:

BACKGROUND: (CONT'D)

For advisory body vacancies, our standard advertising includes:

- Posting a notice in the News Flash section of the homepage for the duration of the nomination period.
- Promoting with a recruitment announcement on CCTV's CountyNet bulletin board
- Emailing to area print/online publications, plus KCBS Radio and KKDV Radio.

Ms. McWee has been an active member of the Advisory Committee and has applied to continue her role. IOC Chair Andersen recommends, on behalf of the IOC, Ms. McWee's reappointment.

ATTACHMENTS

Candidate Application_Marjorie McWee_County Connection CAC



Contra
Costa
County

Please return completed applications to:

Clerk of the Board of Supervisors

1025 Escobar Street, 1st Floor

Martinez, CA 94553

or email to: ClerkofTheBoard@cob.cccounty.us

BOARDS, COMMITTEES, AND COMMISSIONS APPLICATION

First Name

Marjorie

Last Name

McWee

Home Address - Street

City

Walnut Creek

Zip Code

94598

Phone (best number to reach you)

Email

Resident of Supervisorial District:

IV

EDUCATION

Check appropriate box if you possess one of the following:

High School Diploma

CA High School Proficiency Certificate

G.E.D. Certificate

Colleges or Universities Attended

Course of Study/Major

Degree Awarded

Scripps college, Claremont CA Managerial Psychology; Humanities Yes No

University of Southern California Masters of Business Administration Yes No

University of California, Berkeley Extension Project Management Yes No

Other Training Completed:

Operations and Project Management (Six Sigma; Project Management Institute); Fine Art

Board, Committee or Commission Name

County Connection Advisory Committee

Seat Name

Committee Member

Have you ever attended a meeting of the advisory board for which you are applying?

No

Yes If yes, how many?

Meetings since original appointment

Please explain why you would like to serve on this particular board, committee, or commission.

Please see attached response "A"

Describe your qualifications for this appointment. (NOTE: you may also include a copy of your resume with this application)

Please see attached response "B"

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.

Please see attached response "C"

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 am a property tax payer

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: 5/4/2021

Submit this application to: ClerkofTheBoard@cob.cccounty.us OR Clerk of the Board of Supervisors
1025 Escobar Street, 1st Floor
Martinez, CA 94553

Questions about this application? Contact the Clerk of the Board at (925) 655-2000 or by email at ClerkofTheBoard@cob.cccounty.us

Important Information

1. This application and any attachments you provide to it is a public document and is subject to the California Public Records Act (CA Government Code §6250-6270).
2. All members of appointed bodies are required to take the advisory body training provided by Contra Costa County.
3. Members of certain boards, commissions, and committees may be required to: 1) file a Statement of Economic Interest Form also known as a Form 700, and 2) complete the State Ethics Training Course as required by AB 1234.
4. Meetings may be held in various locations and some locations may not be accessible by public transportation.
5. Meeting dates and times are subject to change and may occur up to two (2) days per month.
6. Some boards, committees, or commissions may assign members to subcommittees or work groups which may require an additional commitment of time.
7. As indicated in Board Resolution 2011/55, a person will not be eligible for appointment if he/she is related to a Board of Supervisors member in any of the following relationships: mother, father, son, daughter, brother, sister, grandmother, grandfather, grandson, granddaughter, great-grandfather, great-grandmother, aunt, uncle, nephew, niece, great-grandson, great-granddaughter, first-cousin, husband, wife, father-in-law, mother-in-law, daughter-in-law, stepson, stepdaughter, sister-in-law, brother-in-law, spouse's grandmother, spouse's grandfather, spouse's granddaughter, and spouses' grandson, registered domestic partner, relatives of a registered domestic partner as listed above.
8. A person will not be eligible to serve if the person shares a financial interest as defined in Government Code §87103 with a Board of Supervisors Member.

CONTRA COSTA COUNTY BOARDS, COMMITTEES, AND COMMISSIONS APPLICATION--Continued

Committee Name: County Connection Advisory Committee

Applicant: Marjorie Mc Wee

- Response "A" to *Please explain why you would like to serve on this particular board, committee, or commission:*

How do we help a diverse populace decide when it will be safe to ride public transit again? As the community moves towards recovering economically, how will the transit systems operate and financially sustain themselves? In the next year, these strategic questions will undoubtedly be top of mind for the County Connection Board and its management. We all know there will be many other strategic questions as we work together to imagine and build our future. Agencies like County Connections have a governance structure that includes advisory/citizen input. That perspective is critical to informing decisions.

In serving a second term, my hope is that the advisory committee can influence these conversations. This would be worthwhile for me, especially if the committee has impact on strategic approaches as the agency moves forward post-pandemic. As stakeholders, we should inform the Board as it determines how best to deliver this vital service to our area.

As members of society, riders from all walks of life depend on transit services for commuting, accessing medical care, shopping, attending school, exchanging in commerce, or otherwise participating in the community. What is the societal and economic impact if bus routes and service headways can't be financially sustained? How does that influence ridership? What if service levels remain at its pandemic lows?

A few years ago, I found myself suddenly and fully reliant on transit. Unwilling to stay at home, I dove headfirst into using transit as an active wheelchair user. Soon I became well-versed in the County Connection's fixed route system and paratransit systems. I rode public transit daily within Contra Costa and the greater Bay Area to meetings, appointments, and for commerce. Through my intermodal journeys, I quickly became aware of the merits and pitfalls of bus ridership within our county.

It was easy to imagine the plight of other passengers. As a rider, I was able to observe the sociological aspects of other passengers and see how their ages, station in life, demographics, and basic logistics impacted their experience. Often, I would see the impact of accessibility issues, service disruptions or long journeys on individuals, their few alternatives, and their ultimate powerlessness at improving the bus system. These experiences have helped inform my effectiveness as a stakeholder voice.

I served my first term on the advisory committee to be that voice, giving intentional and constructive feedback to the County Connections management. Since then, I have worked with the management to provide insights and perspective as they improve and plan paratransit services. This included participating as a member of the advisory task force that collaborated on the Contra Costa County Accessible Transportation Strategic Plan. I have also served a concurrent term on the BART Accessibility

Task Force and was recently appointed to the Countywide Bicycle & Pedestrian Advisory Committee under the county transportation authority. As I serve, I work to be a voice for diverse groups of riders and the factors which influence many riders' accessibility (e.g., mobility constraints, issues of aging, veterans, inability to see or hear well, PTSD/psych/neuro/cognitive challenges, homelessness, or simply traveling to off-route destinations).

My goal with continuing to serve is to continue to be an influencer as the County Connection's Board and management embark on the hard work of rebuilding while making future critical strategic decisions which will impact all riders.

I would like to be a part of the advisory committee as it helps define how best to support County Connections' future.

- Response "B" to *Describe your qualifications for this appointment:*

I have outlined my qualifications from a disabled rider's perspective, but I also bring a wide-range of professional experience.

I am currently retired but will bring to the committee a well-rounded business background where I was a consultant and manager of operations, facilities management, strategic planning, business analysis, finance planning, budgeting, corporate governance, human resources/benefits, risk management, IT, program/project management, and business process improvement.

My professional background also helps me realize and appreciate that there are many stakeholders, constituents, and microeconomic factors involved at the planning and governance level where important decisions are made around strategy, policies, routes, the system's microeconomics, funding, budgets, and fare structures. Now that COVID has disrupted our world and transit systems, I appreciate that these challenges are mounting rather than becoming less complex.

- Response "C" to *List any volunteer and community experience, including any boards on which you have served:*

In addition to serving on the County Connection Advisory Committee, in 2021 I have been also serving on:

- BART Accessibility Task Force (2019 to date)
- County Bicycle & Pedestrian Advisory Committee as part of Contra Costa County Transportation Authority (2021 to date)
- Steering Committee for the Smith Kettlewell Eye Research Institute's Adults with CVI program (2020 to date)
- Accessible Transportation Strategic Plan Technical Advisory committee (2019 to 2021)

Prior experience includes:

- Citizen Advisory Committee for city of Walnut Creek planning process for a district
- Walnut Creek Presbyterian Church (WCPC) Session (i.e. governing board) Ex Officio member while on staff;
- De Officio member on a foundation board of trustees for WCPC
- Co-chair of multiple operational committees for finance, buildings and grounds, human resources while on staff as Exec. Dir. of Administration for WCPC
- Countrywood HOA Board Member
- Vice President of Board for the Contra Costa County Guide Dogs Raisers
- Grass roots advocate with commuter group during the Pleasant Hill Bart transit village ideation process.



Contra
Costa
County

To: Board of Supervisors
From: Candace Andersen, District II Supervisor
Date: May 18, 2021

Subject: RESIGNATION FROM THE ALAMO POLICE SERVICES ADVISORY COMMITTEE

RECOMMENDATION(S):

ACCEPT the resignation of Clark Johnson, DECLARE a vacancy in the Appointee 9 Seat on the Alamo Police Services Advisory Committee, and DIRECT the Clerk of the Board to post the vacancy, for a term with an expiration date of December 31, 2021, as recommended by Supervisor Candace Andersen.

FISCAL IMPACT:

NONE

BACKGROUND:

Established on November 18, 1969, by Board Resolution 69/765, the purpose of the County Service Area P-2B Citizens Advisory Committee is to advise the Board of Supervisors and the Sheriff's Department on the needs of the Alamo community for extended police services which shall include, but not be limited to, enforcement of the State Vehicle Code, crime prevention, and litter control. On March 19, 2013, the Board of Supervisors approved a Board Order that retitled the County Service Area P-2B Citizens Advisory Committee to the "Alamo Police Services Advisory Committee".

Alamo Police Services Advisory Committee is comprised of nine regular members and two alternate members who each serve a two year term.

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **05/18/2021** 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: May 18, 2021

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

By: Stacey M. Boyd, Deputy

Contact: Jill Ray,
925-957-8860

CONSEQUENCE OF NEGATIVE ACTION:

No new appointment can be made to ensure quorum.

CHILDREN'S IMPACT STATEMENT:

NONE



**Contra
Costa
County**

To: Board of Supervisors
From: Monica Nino, County Administrator
Date: May 18, 2021

Subject: Transfer budget for Equal Employment Opportunity Office from County Administrator to Risk Management

RECOMMENDATION(S):

APPROVE Appropriation Adjustment No. 005045 authorizing the transfer of appropriations in the amount of \$296,940 from the County Administrator's Office (0003) to the Risk Management Department (0150) to reflect the transfer of the Equal Employment Opportunity Officer and support staff that was previously approved by the Board of Supervisors (C.27, April 20, 2021).

FISCAL IMPACT:

This action shifts appropriations from one department to another - both in the General Fund. The action is cost neutral.

BACKGROUND:

The Board of Supervisors previously approved the transfer of the staffing for the Equal Employment Opportunity Office from the County Administrator's Office to the Risk Management Department on April 20, 2021. The action was taken to formalize the reporting structure for the staffing that was already physically located at the Risk Management Department and working within the organizational structure of the department. This action shifts the appropriations to a new budget unit established in Risk Management to cover the staffing and related costs of the Equal Employment Opportunity Office.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **05/18/2021** 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: May 18, 2021

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

By: Stacey M. Boyd, Deputy

Contact: Laura Strobel (925)
655-2058

cc:

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved, there would not be budgeted appropriations to cover the costs of the Equal Employment Opportunity Office.

AGENDA ATTACHMENTS

TC27_AP005045

MINUTES ATTACHMENTS

Signed: Appropriations & Adjustment No. 5045

CONTRA COSTA COUNTY
APPROPRIATION ADJUSTMENT

T/C 27


AUDITOR-CONTROLLER USE ONLY


FINAL APPROVAL NEEDED BY:

- BOARD OF SUPERVISORS
 COUNTY ADMINISTRATOR

ACCOUNT CODING		BUDGET UNIT: County Administration (0003), Risk Management (0150)			
ORGANIZATION	EXPENDITURE SUB-ACCOUNT	EXPENDITURE ACCOUNT DESCRIPTION	<DECREASE>		INCREASE
1210	1011	Permanent Salaries	175,626	00	
1210	1015	Deferred Comp	4,620	00	
1210	1042	FICA/Medicare	13,435	00	
1210	1044	Retirement Expnese	53,851	00	
1210	1060	Employee Group Insurance	38,063	00	
1210	1063	Unemployment Insurance	176	00	
1210	1070	Workers Comp Insurance	615	00	
1210	2100	Office Expense	5,020	00	
1210	2111	Telephone Exchange Service	174	00	
1210	2301	Auto Mileage Employees	800	00	
1210	2303	Other Travel Employees	300	00	
1210	2310	Non Cnty Prof/Spclzd Svcs	10,000	00	
1210	2315	Data Processing Services	4,260	00	
1210	5022	Intrafund-Trans-Services			10,000 00
1509	1011	Permanent Salaries			175,626 00
1509	1015	Deferred Comp			4,620 00
1509	1042	FICA/Medicare			13,435 00
1509	1044	Retirement Expnese			53,851 00
1509	1060	Employee Group Insurance			38,063 00
1509	1063	Unemployment Insurance			176 00
1509	1070	Workers Comp Insurance			615 00
1509	2100	Office Expense			5,020 00
1509	2111	Telephone Exchange Service			174 00
1509	2301	Auto Mileage Employees			800 00
1509	2303	Other Travel Employees			300 00
1509	2310	Non Cnty Prof/Spclzd Svcs			10,000 00
1509	2315	Data Processing Services			4,260 00
1509	5022	Intrafund-Trans-Services	10,000	00	
TOTALS			316,940	00	316,940 00

APPROVED

AUDITOR-CONTROLLER:
BY:  DATE 5/11/21


COUNTY ADMINISTRATOR:
BY:  DATE 5/7/21

BOARD OF SUPERVISORS:
YES:
NO:

BY: _____ DATE _____

EXPLANATION OF REQUEST

Transfer appropriations to reflect the transfer of EEO from the CAO to Risk Management as approved by the Board of Supervisors on April 20/21 (C.27)



5/7/2021

SIGNATURE _____ TITLE _____ DATE _____
APPROPRIATION APOO 5045

ADJ. JOURNAL NO. _____

CONTRA COSTA COUNTY
APPROPRIATION ADJUSTMENT
T/C 27


AUDITOR-CONTROLLER USE ONLY


FINAL APPROVAL NEEDED BY:

- BOARD OF SUPERVISORS
 COUNTY ADMINISTRATOR

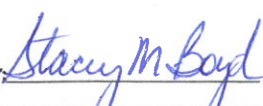
ACCOUNT CODING		BUDGET UNIT: County Administration (0003), Risk Management (0150)			
ORGANIZATION	EXPENDITURE SUB-ACCOUNT	EXPENDITURE ACCOUNT DESCRIPTION	<DECREASE>		INCREASE
1210	1011	Permanent Salaries	175,626	00	
1210	1015	Deferred Comp	4,620	00	
1210	1042	FICA/Medicare	13,435	00	
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1210	2315	Data Processing Services	4,260	00	
1210	5022	Intrafund-Trans-Services			10,000 00
1509	1011	Permanent Salaries			175,626 00
1509	1015	Deferred Comp			4,620 00
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1509	1044	Retirement Expnese			53,851 00
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1509	2310	Non Cnty Prof/Spclzd Svcs			10,000 00
1509	2315	Data Processing Services			4,260 00
1509	5022	Intrafund-Trans-Services	10,000	00	
TOTALS			316,940	00	316,940 00

APPROVED

AUDITOR-CONTROLLER:
BY:  DATE 5/11/21


COUNTY ADMINISTRATOR:
BY:  DATE 5/7/21

BOARD OF SUPERVISORS:
YES: Gioia, Andersen, Burgis, Mitchoff, Glover
NO: None

BY:  DATE 5/18/2021

EXPLANATION OF REQUEST

Transfer appropriations to reflect the transfer of EEO from the CAO to Risk Management as approved by the Board of Supervisors on April 20/21 (C.27)



5/7/2021

SIGNATURE TITLE DATE
APPROPRIATION APOO 5045

ADJ. JOURNAL NO.



**Contra
Costa
County**

To: Board of Supervisors
From: Alison McKee, County Librarian
Date: May 18, 2021

Subject: Add one Library Assistant-Journey Level position to the Library Department

RECOMMENDATION(S):

ADOPT Position Adjustment Resolution No. 25733 to add one (1) Library Assistant-Journey Level (3KVB) (represented) position at salary plan and grade QXX 1030 (\$3,637.53- \$4,645.27) to the Library Department.

FISCAL IMPACT:

Upon approval, this action will result in an annual cost of \$81,791. This cost will be fully funded by the City of San Pablo. No net impact to the County General or Library Funds.

BACKGROUND:

On April 19, 2021, the City of San Pablo City Council voted to increase the number of open hours for the San Pablo Community Library from 40 to 52. In order to accommodate these additional hours, an additional Library Assistant-Journey Level position is necessary. This Library Assistant will be responsible for

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **05/18/2021** 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: May 18, 2021

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

By: June McHuen, Deputy

Contact: Samuel Treanor at (925)
608-7702

cc: Sylvia Wong Tam

BACKGROUND: (CONT'D)

handling both circulation and reference services with a substantial amount of public contact. Creating this position as a full-time position aligns with the Library's current staffing and scheduling plan and increases staffing efficiency. Full-time positions are well equipped to serve the public given the consistency of schedule.

CONSEQUENCE OF NEGATIVE ACTION:

If this position change is not approved, the Library will have difficulties providing services to the public since there may not be adequate staffing to cover the additional hours at the San Pablo Library.

AGENDA ATTACHMENTS

P300 25733 Add one LA-J_May2021_San Pablo

MINUTES ATTACHMENTS

Signed P300 25733

POSITION ADJUSTMENT REQUEST

NO. 25733
DATE 4/27/2021

Department Library Department No./
Budget Unit No. 0621 Org No. 3798 Agency No. 85

Action Requested: Add one Library Assistant-Journey Level (3KVB) position to the Library
Proposed Effective Date: 7/1/2021

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 \$81,791.00 Net County Cost \$0.00
Total this FY \$81,791.00 N.C.C. this FY \$0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT City of San Pablo

Department must initiate necessary adjustment and submit to CAO.
Use additional sheet for further explanations or comments.

Alison McKee

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

/s/ Erin M Steffen

5/5/2021

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE 5/6/2021

Add one (1) 40/40 Library Assistant-Journey Level (3KVB) (represented) position to the Library Department.

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic / Exempt salary schedule.

Effective: Day following Board Action.
 _____(Date)

Rebecca Martinez

5/6/2021

(for) Director of Human Resources

Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE 5/13/2021

Approve Recommendation of Director of Human Resources
 Disapprove Recommendation of Director of Human Resources
 Other: _____

/s/ Julie DiMaggio Enea

(for) County Administrator

BOARD OF SUPERVISORS ACTION:

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

Adjustment is APPROVED DISAPPROVED

DATE _____

BY _____

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

POSITION ADJUSTMENT ACTION TO BE COMPLETED BY HUMAN RESOURCES DEPARTMENT FOLLOWING BOARD ACTION

Adjust class(es) / position(s) as follows:

REQUEST FOR PROJECT POSITIONS

Department _____

Date _____

No. _____

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. 25733
DATE 4/27/2021

Department Library
Department No./ Budget Unit No. 0621 Org No. 3798 Agency No. 85
Action Requested: Add one Library Assistant-Journey Level (3KVB) position to the Library

Proposed Effective Date: 7/1/2021

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 \$81,791.00 Net County Cost \$0.00
Total this FY \$81,791.00 N.C.C. this FY \$0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT City of San Pablo

Department must initiate necessary adjustment and submit to CAO.
Use additional sheet for further explanations or comments.

Alison McKee

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

/s/ Erin M Steffen

5/5/2021

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE 5/6/2021

Add one (1) 40/40 Library Assistant-Journey Level (3KVB) (represented) position to the Library Department.

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic / Exempt salary schedule.

Effective: [x] Day following Board Action.
[] (Date)

Rebecca Martinez

5/6/2021

(for) Director of Human Resources

Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE

5/13/2021

- [x] Approve Recommendation of Director of Human Resources
[] Disapprove Recommendation of Director of Human Resources
[] Other:

/s/ Julie DiMaggio Enea

(for) County Administrator

BOARD OF SUPERVISORS ACTION:

Adjustment is APPROVED [x] DISAPPROVED []

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

DATE 05-18-20221

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: Anna Roth, Health Services
Date: May 18, 2021

Subject: Increase and Decrease Hours of Two Physical Therapist II Positions in the Health Services Department

RECOMMENDATION(S):

ADOPT Position Adjustment Resolution No. 25734 to increase the hours of one Physical Therapist II (V5VF) position #8375 from 24/40 to 40/40 at salary plan and grade TC5-1746 (\$7,411-\$9,008) and decrease the hours of one vacant Physical Therapist II (V5VF) position #14707 from 20/40 to 4/40 at salary plan and grade TC5-1746 (\$7,411-\$9,008) in the Health Services Department. (Represented)

FISCAL IMPACT:

Upon approval, this action will not have a financial impact. (Cost neutral)

BACKGROUND:

Occasionally, incumbents of certain positions submit a request to reduce or increase their position hours. Based on division operational and program needs, the manager supports this position hours adjustment. The additional hours will increase staffing coverage in the Rehabilitation Services Program within Public Health Division's California Children's Services Program to reduce the impact on the patients as CCS Physical Therapists provide mandated rehabilitation services for children. To offset the costs, the increased hours are transferred from the vacant position.

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **05/18/2021** 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: May 18, 2021

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

By: June McHuen, Deputy

Contact: Sabrina Pearson, (925)
957-5240

cc:

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved, the department will not be able to fulfill the request of the incumbents and support the operational needs.

AGENDA ATTACHMENTS

P300 No. 25734 HSD

MINUTES ATTACHMENTS

Signed P300 25734

POSITION ADJUSTMENT REQUEST

NO. 25734
DATE 5/10/2021

Department Health Services Department Department No./
Budget Unit No. 0460 Org No. 5891 Agency No. A18

Action Requested: Decrease the hours of Physical Therapist II (V5VF), position # 14707, from 20/40 to 4/40 and increase the hours of Physical Therapist II (V5VF), position #8375 from 24/40 to 40/40.

Proposed Effective Date: 6/1/2021

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 100% Cost neutral (50% State and 50% County General funds)

Department must initiate necessary adjustment and submit to CAO.
Use additional sheet for further explanations or comments.

Sabrina Pearson

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Sarah Kennard for

5/10/2021

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE _____

Exempt from Human Resources review under delegated authority

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic / Exempt salary schedule.

Effective: Day following Board Action.
 _____(Date)

(for) Director of Human Resources

Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE

5/11/2021

- Approve Recommendation of Director of Human Resources
- Disapprove Recommendation of Director of Human Resources
- Other: Approve as recommended by the department.

Enid Mendoza

(for) County Administrator

BOARD OF SUPERVISORS ACTION:

Adjustment is APPROVED DISAPPROVED

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

DATE _____

BY _____

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

POSITION ADJUSTMENT ACTION TO BE COMPLETED BY HUMAN RESOURCES DEPARTMENT FOLLOWING BOARD ACTION

Adjust class(es) / position(s) as follows:

REQUEST FOR PROJECT POSITIONS

Department _____

Date _____

No. _____

1. Project Positions Requested:

2. Explain Specific Duties of Position(s)

3. Name / Purpose of Project and Funding Source (do not use acronyms i.e. SB40 Project or SDSS Funds)

4. Duration of the Project: Start Date _____ End Date _____
Is funding for a specified period of time (i.e. 2 years) or on a year-to-year basis? Please explain.

5. Project Annual Cost
 - a. Salary & Benefits Costs: _____
 - b. Support Costs: _____
(services, supplies, equipment, etc.)
 - c. Less revenue or expenditure: _____
 - d. Net cost to General or other fund: _____

6. Briefly explain the consequences of not filling the project position(s) in terms of:
 - a. potential future costs
 - b. legal implications
 - c. financial implications
 - d. political implications
 - e. organizational implications

7. Briefly describe the alternative approaches to delivering the services which you have considered. Indicate why these alternatives were not chosen.

8. Departments requesting new project positions must submit an updated cost benefit analysis of each project position at the halfway point of the project duration. This report is to be submitted to the Human Resources Department, which will forward the report to the Board of Supervisors. Indicate the date that your cost / benefit analysis will be submitted

9. How will the project position(s) be filled?
 - a. Competitive examination(s)
 - b. Existing employment list(s) Which one(s)? _____
 - c. Direct appointment of:
 1. Merit System employee who will be placed on leave from current job
 2. Non-County employee

Provide a justification if filling position(s) by C1 or C2

USE ADDITIONAL PAPER IF NECESSARY

POSITION ADJUSTMENT REQUEST

C.21

NO. 25734
DATE 5/10/2021

Department Health Services Department

Department No./ Budget Unit No. 0460 Org No. 5891 Agency No. A18

Action Requested: Decrease the hours of Physical Therapist II (V5VF), position # 14707, from 20/40 to 4/40 and increase the hours of Physical Therapist II (V5VF), position #8375 from 24/40 to 40/40.

Proposed Effective Date: 6/1/2021

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 100% Cost neutral (50% State and 50% County General funds)

Department must initiate necessary adjustment and submit to CAO. Use additional sheet for further explanations or comments.

Sabrina Pearson

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Sarah Kennard for

5/10/2021

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE _____

Exempt from Human Resources review under delegated authority

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic / Exempt salary schedule.

Effective: [] Day following Board Action, [x] (Date) June 1 2021

(for) Director of Human Resources

Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE 5/11/2021

- [] Approve Recommendation of Director of Human Resources
[] Disapprove Recommendation of Director of Human Resources
[x] Other: Approve as recommended by the department.

Enid Mendoza

(for) County Administrator

BOARD OF SUPERVISORS ACTION:

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

Adjustment is APPROVED [x] DISAPPROVED []

DATE 06-01-2021

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: Anna Roth, Health Services
Date: May 18, 2021

Subject: Add one Departmental Human Resources Analyst II and one Personnel Technician positions in the Health Services Department

RECOMMENDATION(S):

ADOPT Position Adjustment Resolution No. 25736 to add one Departmental Human Resources Analyst II (ARTA) at salary plan and grade level B85-1631 (\$6,873 - \$9,210) and one Personnel Technician (AP7B) at salary plan and grade level B85-1308 (\$5,297 - \$6,439) positions in the Health Services Department. (Unrepresented)

FISCAL IMPACT:

Upon approval, this action has an annual cost of approximately \$321,374 with \$72,829 in pension costs already included. This will be entirely funded through Hospital Enterprise Fund I revenues.

BACKGROUND:

The Health Services Department is requesting to add two (2) positions to its Personnel Services Unit. The Department currently employs approximately 4,800 staff members in its nine divisions. About 2,500 are assigned to the Contra Costa Regional Medical Center (CCRMC) and Health Centers including Detention Health. Over the years, there has been an increased volume in personnel activities in CCRMC and Health Centers, and Detention Health, which has created a need for additional staff support. These two positions will primarily support the management team in the areas of recruitment, selection, position classification, salary administration, employee relations, and leave administration.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **05/18/2021** 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: May 18, 2021

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

By: June McHuen, Deputy

Contact: Jo-Anne Linares,
957-5240

CONSEQUENCE OF NEGATIVE ACTION:

The Department will not have adequate personnel staff to support the managers within its CCRMC and Health Centers and Detention Health.

AGENDA ATTACHMENTS

P300 No. 25736 HSD

MINUTES ATTACHMENTS

Signed P300 25736

/POSITION ADJUSTMENT REQUEST

NO. 25736
DATE 5-4-2021

Department Health Services

Budget Unit No. 0540 Org No. 6457

Department No./
Agency No. A18

Action Requested: Add one Departmental Human Resources Analyst II (ARTA) and one Personnel Technician (AP7B) positions in the Health Services Department.

Proposed Effective Date: 5/19/2021

Classification Questionnaire attached: Yes No / Cost is within Department's budget: Yes No

Total One-Time Costs (non-salary) associated with request: \$0.00

Estimated total cost adjustment (salary / benefits / one time):

Total annual cost \$321,374

Net County Cost \$0

Total this FY \$26,781

N.C.C. this FY \$0

SOURCE OF FUNDING TO OFFSET ADJUSTMENT: 100% Hospital Enterprise Fund I

Department must initiate necessary adjustment and submit to CAO.
Use additional sheet for further explanations or comments.

Jo-Anne Linares

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Sarah Kennard for

5/10/2021

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE 5/12/21

Add one Departmental Human Resources Analyst II (ARTA) and one Personnel Technician (AP7B) positions in the Health Services Department.

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic / Exempt salary schedule.

Effective: Day following Board Action.
 _____(Date)

Alycia Leach

5/12/21

(for) Director of Human Resources

Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE 05/12/2021

- Approve Recommendation of Director of Human Resources
- Disapprove Recommendation of Director of Human Resources
- Other:

Enid Mendoza

(for) County Administrator

BOARD OF SUPERVISORS ACTION:

Adjustment is APPROVED DISAPPROVED

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

DATE _____

BY _____

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

POSITION ADJUSTMENT ACTION TO BE COMPLETED BY HUMAN RESOURCES DEPARTMENT FOLLOWING BOARD ACTION

Adjust class(es) / position(s) as follows:

REQUEST FOR PROJECT POSITIONS

Department _____

Date _____

No. xxxxxx

1. Project Positions Requested:

2. Explain Specific Duties of Position(s)

3. Name / Purpose of Project and Funding Source (do not use acronyms i.e. SB40 Project or SDSS Funds)

4. Duration of the Project: Start Date _____ End Date _____
Is funding for a specified period of time (i.e. 2 years) or on a year-to-year basis? Please explain.

5. Project Annual Cost
 - a. Salary & Benefits Costs: _____
 - b. Support Costs: _____
(services, supplies, equipment, etc.)
 - c. Less revenue or expenditure: _____
 - d. Net cost to General or other fund: _____

6. Briefly explain the consequences of not filling the project position(s) in terms of:
 - a. potential future costs
 - b. legal implications
 - c. financial implications
 - d. political implications
 - e. organizational implications

7. Briefly describe the alternative approaches to delivering the services which you have considered. Indicate why these alternatives were not chosen.

8. Departments requesting new project positions must submit an updated cost benefit analysis of each project position at the halfway point of the project duration. This report is to be submitted to the Human Resources Department, which will forward the report to the Board of Supervisors. Indicate the date that your cost / benefit analysis will be submitted

9. How will the project position(s) be filled?
 - a. Competitive examination(s)
 - b. Existing employment list(s) Which one(s)? _____
 - c. Direct appointment of:
 1. Merit System employee who will be placed on leave from current job
 2. Non-County employee

Provide a justification if filling position(s) by C1 or C2

USE ADDITIONAL PAPER IF NECESSARY

/POSITION ADJUSTMENT REQUEST

C.22

NO. 25736
DATE 5-4-2021

Department Health Services

Budget Unit No. 0540 Org No. 6457

Department No./
Agency No. A18

Action Requested: Add one Departmental Human Resources Analyst II (ARTA) and one Personnel Technician (AP7B) positions in the Health Services Department.

Proposed Effective Date: 5/19/2021

Classification Questionnaire attached: Yes No / Cost is within Department's budget: Yes No

Total One-Time Costs (non-salary) associated with request: \$0.00

Estimated total cost adjustment (salary / benefits / one time):

Total annual cost \$321,374

Net County Cost \$0

Total this FY \$26,781

N.C.C. this FY \$0

SOURCE OF FUNDING TO OFFSET ADJUSTMENT: 100% Hospital Enterprise Fund I

Department must initiate necessary adjustment and submit to CAO.
Use additional sheet for further explanations or comments.

Jo-Anne Linares

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Sarah Kennard for

5/10/2021

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE 5/12/21

Add one Departmental Human Resources Analyst II (ARTA) and one Personnel Technician (AP7B) positions in the Health Services Department.

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic / Exempt salary schedule.

Effective: **Day following Board Action.**
 _____(Date)

Alycia Leach

5/12/21

(for) Director of Human Resources

Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE 05/12/2021

- Approve Recommendation of Director of Human Resources
- Disapprove Recommendation of Director of Human Resources
- Other:

Enid Mendoza

(for) County Administrator

BOARD OF SUPERVISORS ACTION:

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

Adjustment is APPROVED ~~DISAPPROVED~~

DATE 05-18-2021

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: Anna Roth, Health Services
Date: May 18, 2021

Subject: Add one Mental Health Clinical Specialist and one Mental Health Community Support Worker II positions in the Health Services Department

RECOMMENDATION(S):

ADOPT Position Adjustment Resolution No. 25735 to add one permanent Mental Health Clinical Specialist (VQSB) position at salary plan and grade level TC2-1384 (\$5,336 - \$7,921) and one permanent Mental Health Community Support Worker II (VQVB) position at salary plan and grade level TC5-0968 (\$3,430 - \$4,170) in the Health Services Department. (Represented)

FISCAL IMPACT:

Upon approval, this action has an annual cost of approximately \$256,411 with \$99,436 pension cost already included. This will be funded 100% by Mental Health Services Act funds.

BACKGROUND:

The Behavioral Health Division is expanding their Mobile Crisis Response Team. The Mobile Crisis Response Teams respond to adult clients and families experiencing behavioral health crises throughout the County. The goal is to de-escalate crises in the community, reduce psychiatric hospitalizations and Psychiatric Emergency Services encounters, provide evaluations for 5150s, engage in safety planning, assess current mental health functioning and needs, and provide linkage to mental health services. If necessary, the licensed clinician can initiate and write a 5150 psychiatric hold. With the heightened

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **05/18/2021** 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: May 18, 2021

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

By: June McHuen, Deputy

Contact: Lauren Jimenez,
925-957-5262

cc:

BACKGROUND: (CONT'D)

awareness of this need from Contra Costa residents, the current teams have experienced increased call volume and requests for intervention, requiring the need for additional members to the team.

CONSEQUENCE OF NEGATIVE ACTION:

The Department will not have adequate staff to support Contra Costa residents and the Mobile Crisis Response Teams within the Behavioral Health Division.

AGENDA ATTACHMENTS

P300 No. 25735 HSD

MINUTES ATTACHMENTS

Signed P300 25735

POSITION ADJUSTMENT REQUEST

NO. 25735
DATE 5/10/2021

Department Health Services Department Department No./
Budget Unit No. 0467 Org No. 5906 Agency No. A18
Action Requested: Add one Mental Health Clinical Specialist (VQSB) and one Mental Health Community Support Worker II (VQVB) positions in the Health Services Department

Proposed Effective Date: 5/19/2021

Classification Questionnaire attached: Yes No / Cost is within Department's budget: Yes No

Total One-Time Costs (non-salary) associated with request: \$0.00

Estimated total cost adjustment (salary / benefits / one time):

Total annual cost \$256,411.00 Net County Cost \$0.00
Total this FY \$21,368.00 N.C.C. this FY \$0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT 100% Mental Health Services Act funds

Department must initiate necessary adjustment and submit to CAO.
Use additional sheet for further explanations or comments.

Lauren Jimenez

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Sarah Kennard for

5/10/2021

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS

DATE _____

Exempt from Human Resources review under delegated authority

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic / Exempt salary schedule.

Effective: Day following Board Action.
 _____(Date)

(for) Director of Human Resources

Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE

5/11/2021

- Approve Recommendation of Director of Human Resources
- Disapprove Recommendation of Director of Human Resources
- Other: Approve as recommended by the department.

Enid Mendoza

(for) County Administrator

BOARD OF SUPERVISORS ACTION:

Adjustment is APPROVED DISAPPROVED

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

DATE _____

BY _____

APPROVAL OF THIS ADJUSTMENT CONSTITUTES A PERSONNEL / SALARY RESOLUTION AMENDMENT

POSITION ADJUSTMENT ACTION TO BE COMPLETED BY HUMAN RESOURCES DEPARTMENT FOLLOWING BOARD ACTION

Adjust class(es) / position(s) as follows:

REQUEST FOR PROJECT POSITIONS

Department _____

Date _____

No. _____

1. Project Positions Requested:

2. Explain Specific Duties of Position(s)

3. Name / Purpose of Project and Funding Source (do not use acronyms i.e. SB40 Project or SDSS Funds)

4. Duration of the Project: Start Date _____ End Date _____
Is funding for a specified period of time (i.e. 2 years) or on a year-to-year basis? Please explain.

5. Project Annual Cost
 - a. Salary & Benefits Costs: _____
 - b. Support Costs: _____
(services, supplies, equipment, etc.)
 - c. Less revenue or expenditure: _____
 - d. Net cost to General or other fund: _____

6. Briefly explain the consequences of not filling the project position(s) in terms of:
 - a. potential future costs
 - b. legal implications
 - c. financial implications
 - d. political implications
 - e. organizational implications

7. Briefly describe the alternative approaches to delivering the services which you have considered. Indicate why these alternatives were not chosen.

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 - 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. 25735
DATE 5/10/2021

Department Health Services Department Department No./
Budget Unit No. 0467 Org No. 5906 Agency No. A18
Action Requested: Add one Mental Health Clinical Specialist (VQSB) and one Mental Health Community Support Worker II (VQVB) positions in the Health Services Department

Proposed Effective Date: 5/19/2021

Classification Questionnaire attached: Yes No / Cost is within Department's budget: Yes No

Total One-Time Costs (non-salary) associated with request: \$0.00

Estimated total cost adjustment (salary / benefits / one time):

Total annual cost \$256,411.00 Net County Cost \$0.00
Total this FY \$21,368.00 N.C.C. this FY \$0.00

SOURCE OF FUNDING TO OFFSET ADJUSTMENT 100% Mental Health Services Act funds

Department must initiate necessary adjustment and submit to CAO.
Use additional sheet for further explanations or comments.

Lauren Jimenez

(for) Department Head

REVIEWED BY CAO AND RELEASED TO HUMAN RESOURCES DEPARTMENT

Sarah Kennard for

5/10/2021

Deputy County Administrator

Date

HUMAN RESOURCES DEPARTMENT RECOMMENDATIONS
Exempt from Human Resources review under delegated authority

DATE _____

Amend Resolution 71/17 establishing positions and resolutions allocating classes to the Basic / Exempt salary schedule.

Effective: Day following Board Action.
 _____(Date)

(for) Director of Human Resources

Date

COUNTY ADMINISTRATOR RECOMMENDATION:

DATE 5/11/2021

- Approve Recommendation of Director of Human Resources
- Disapprove Recommendation of Director of Human Resources
- Other: Approve as recommended by the department.

Enid Mendoza

(for) County Administrator

BOARD OF SUPERVISORS ACTION:

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

Adjustment is APPROVED ~~DISAPPROVED~~

DATE 05-18-2021

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: May 18, 2021

Subject: APPROVE and AUTHORIZE a Library Lease and Service Agreement with the City of San Ramon.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the County Librarian, or designee, to execute a Library Lease and Service Agreement between the County and the City of San Ramon for the operation of the Dougherty Station Library located at 17017 Bollinger Canyon Road in San Ramon.

FISCAL IMPACT:

No fiscal impact. The proposed changes to the operations plan reflect existing practices.

BACKGROUND:

Prior to January 1, 2021, the County, City and Contra Costa Community College District were parties to a Memorandum of Understanding (MOU) dated June 26, 2007, which allowed the County to provide library services at the Dougherty Station Library located at 17017 Bollinger Canyon Road in San Ramon. The MOU provided that the County is then reimbursed for its costs in providing those services. The Community College District paid for the cost of providing services above the 35 base open hours, up to \$100,000 per year. The MOU has been amended every year since 2009 to provide for the County's reimbursement based on each year's costs and cost allocation. The MOU expired on December 31, 2020.

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **05/18/2021** 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: May 18, 2021

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

By: June McHuen, Deputy

Contact: Stacey Sinclair, 925.
957-2464

cc:

BACKGROUND: (CONT'D)

The County and City desire to enter into a Library Lease and Operating Agreement that is substantially similar to the County's standard form Library Lease and Service Agreement. The Contra Costa Community College District is not a party to this lease, as they are building their own on-campus library. The County's standard form Library Lease and Service Agreement was approved by the Board of Supervisors in 2010 and amended in 2020. Under the terms of the Lease with the City San Ramon, the County will perform library services and related activities at the library and the City will pay for and provide all maintenance, utilities, and janitorial services to the library. No rent is due or payable by the County.

CONSEQUENCE OF NEGATIVE ACTION:

Failure to approve the Library Lease and Service Agreement with the City of San Ramon may reduce library services in the City of San Ramon.

ATTACHMENTS

Library Lease

LIBRARY LEASE

and

SERVICE AGREEMENT

Between

COUNTY OF CONTRA COSTA

and

THE CITY OF SAN RAMON

JANUARY 1, 2021

LIBRARY LEASE AND SERVICE AGREEMENT

BETWEEN

COUNTY OF CONTRA COSTA AND THE CITY OF SAN RAMON

1. DEFINITIONS..... 1

2. EFFECTIVENESS..... 2

3. LEASE OF LIBRARY 2

4. CONSIDERATION 2

5. TERM 2

 A. Automatic Renewal 3

 B. Termination 3

6. USE..... 3

 A. County’s Use of Library..... 3

 B. City’s Use of Library 3

 C. County’s Use of Meeting Rooms..... 3

 D. County’s Use of Parking Lot..... 3

7. MAINTENANCE AND REPAIRS 3

 A. Exterior..... 4

 B. Interior..... 4

 C. Fixtures and Furnishings 4

 D. Custodial services..... 4

8. CAPITAL IMPROVEMENTS 4

9. ALTERATIONS; FIXTURES; SIGNS 4

10. OPERATIONS: HOURS; COSTS 4

 A. Initial Period..... 4

 B. Annual Modifications..... 4

 C. City Election: Extra Hours 4

 D. Invoices; Payment 5

11. OPERATIONS: COST OF UTILITIES 5

12. OPERATIONS: TECHNOLOGY AND EQUIPMENT; COSTS 5

 A. Components..... 5

 B. Voice Communication 5

 C. Data Communication System..... 5

 D. Miscellaneous Equipment.....6

E.	Obsolence Avoidance	6
13.	OWNERSHIP OF CONTENTS	7
A.	County	7
B.	City	7
C.	Replacement of FF&E.....	7
D.	Public Art	7
14.	INSURANCE.....	7
A.	Liability Insurance.....	7
B.	Property Insurance	8
C.	Workers Compensation and Employers Insurance.....	8
15.	INDEMFICATION	8
A.	By County	8
B.	By City	8
16.	HAZARDOUS MATERIALS.....	9
17.	DEFAULT	9
A.	By County	9
B.	By City	9
18.	REMEDIES	9
A.	By County.....	10
B.	By County.....	10
19.	MISCELLANEOUS	10
A.	Use of Volunteers.....	10
B.	Assignment and Sublease.....	10
C.	Quiet Enjoyment	10
D.	Waste.....	10
E.	Surrender of Premises	10
F.	Holding Over.....	10
G.	Notices.....	10
H.	Time is of the Essence.....	11
I.	Governing Law.....	11
J.	Severability	11
K.	Entire Agreement; Construction; Modification	12

EXHIBITS

Exhibit A Lease Supplement No. 1

**LIBRARY LEASE
And
SERVICE AGREEMENT**

This library lease and service agreement (“**Lease**”) is dated January 1, 2021 (the “**Effective Date**”), and is between the CITY OF SAN RAMON, California, a municipal corporation (the “**City**”), and the COUNTY OF CONTRA COSTA, a political subdivision of the State of California (the “**County**”).

Recitals

- A. The City owns that certain property located at 17017 Bollinger Canyon Road in San Ramon, California, (the “**Property**”). The Property has been improved with a building (the “**Building**,” the “**Library**” or the “**Premises**”), a parking lot, and landscaping. The entire Building is used to provide Library Services, as defined below.
- B. The County has been providing Library Services at the Library pursuant to a Memorandum of Understanding dated June 26, 2007, between the City, the County and the Contra Costa Community College District (the “**MOU**”). The MOU expired on December 31, 2020.
- C. The City and the County agree that the presence of a public library in a community enhances the quality of life in that community. The City and the County therefore desire to work cooperatively to permit the County to operate the Library as a public library. Toward this end, the City desires to lease the Library to the County and the County desires to lease the Library from the City on the terms set forth herein.

The parties therefore agree as follows:

AGREEMENT

1. **DEFINITIONS.** The following terms have the following meanings:

“**Actual Hours**” means the number of hours of Library Services that the County will provide each week in a Fiscal year at the Library and is the sum of Base Hours and Extra Hours.

“**Base Hours**” means the number of hours of Library Services that the County will provide each week in a Fiscal Year to all County-operated libraries. The County is responsible for the cost of providing Library Services during Base Hours.

“**Community Library Manager**” means the person designated as the on-site manager by the Librarian.

“**Components**” means computers, charging stations (e.g., laptop kiosks), mobile devices, printers, scanners, monitors, keyboards, and related equipment and software used in the Library by the public and staff.

“**Data Communication Equipment**” means routers, switches, servers, uninterrupted power supply (UPS) and wireless access points.

“**Data Communication Services**” means broadband and wireless access.

“**Extra Hours**” means the number of hours of Library Services that the City elects to obtain from the County each week at the Library that are in excess of Base Hours. The City is responsible for the cost of Extra Hours.

“**Fiscal Year**” means a twelve-month period beginning July 1.

“**Lease Supplement**” means a supplement to this Lease in substantially the form of Exhibit A – Form of Lease Supplement.

“**Librarian**” means the person designated by the County as the County Librarian.

“**Library Services**” includes lending books and other media to the public, offering programs to the public, and providing collection management and technical services in the course of operating a library. Except as otherwise provided herein, Library Services does not include maintenance of the Building.

“**Meeting Rooms**” are rooms in the Library that are used for meetings and/or events. Meeting Rooms may be used for library and other City business; and may be reserved by community groups in accordance with City guidelines.

“**Specialized Equipment**” means equipment that supports library operations that is not otherwise defined in this Lease, including, but not limited to, book security gates, self-check machines, remote lockers, self-service library access system (e.g., Open+) and any automated material handling equipment used at the Library.

2. **EFFECTIVENESS**. This Lease supersedes and replaces the MOU.
3. **LEASE OF LIBRARY**. The City hereby leases to the County and the County hereby leases from the City, the Library.
4. **CONSIDERATION**. In exchange for the use of the Library, the County shall perform Library Services and related activities at the Library during the Term of this Lease. No rent is due or payable from the County to the City during the Term of this Lease.
5. **TERM**. The “**Initial Term**” of this Lease begins on January 1, 2021 and ends on June 30, 2021.

A. Automatic Renewal. The Lease will automatically renew for one year on July 1 of each year unless written notice is given by either party of their intent to terminate the Lease at least one year in advance in accordance with Section 5.B., Termination, below. Each annual renewal period is a “**Renewal Term**.” Each Renewal Term will automatically commence on the day following the last day of the prior Term. Upon commencement of a Renewal Term, the “Term” of this Lease will be deemed to mean the Initial Term and each Renewal Term.

B. Termination. Either party may terminate this Lease at any time by giving the other party written notice at least one year prior to the proposed termination date. In the event of termination, the County shall leave the Premises and all City Materials, as defined in Section 11.B below, in good working order, and shall remove only County Materials, as defined in Section 11.A below.

6. **USE**.

A. County’s Use of Library. The County may use the Library for the purpose of providing Library Services for the public and related activities.

B. City’s Use of Library. The City may use the Library (including Meeting Rooms) during and outside the Library’s normal operating hours, so long as such use does not interfere directly with normal community library functions. The City is entirely responsible for any use of the Library that it schedules and shall hold harmless and indemnify the County, its officers, agents and employees for such use as provided for in Section 13, Indemnification. The City shall establish use guidelines for the use of Meeting Rooms, schedule use of the Meeting Rooms, and collect and retain any fees.

Any use of the Library scheduled by the City is subject to the City’s guidelines and the City’s rules and regulations. The City may not close the Library during its normal operating hours without the prior written consent of the Librarian.

C. County’s Use of Meeting Rooms. City and County Library staff will work cooperatively to schedule use of the Meeting Rooms. Library programs are to be given priority use of Meeting Rooms during library hours of operation, provided that a Library program may not displace a previously scheduled use of a Meeting Room. At no time will the County be charged for use of Meeting Rooms for Library programs.

D. County’s Use of Parking Lot. City may designate Library Staff parking areas. Alternately, Library staff may park within designated library parking areas subject to the same provisions or restrictions that apply to the general public.

7. **MAINTENANCE AND REPAIRS**. The City shall provide the maintenance and repairs described below in order to keep and maintain the Building in good order, condition, and repair. Maintenance and repairs are to be carried out in a manner that is at least consistent with the caliber of maintenance and repairs applied by the City to other City facilities, or as mutually agreed by the City and the County. City responsibilities for maintenance and repair include:

A. Exterior. All exterior building maintenance including but not limited to the roof, landscaping, hardscape, grounds, pest control, lighting and parking.

B. Interior. All interior building maintenance including but not limited to mechanical and electrical systems, including gas, electrical, water, plumbing, elevators, voice and data communication systems infrastructure, heating, ventilating, air-conditioning (HVAC) systems, pest control, and all interior lighting systems, including the replacement of all fixtures and bulbs.

C. Fixtures and Furnishings. Maintenance and replacement of Building fixtures and furnishings including shelving, lighting, furniture, carpeting, window treatments, and appliances.

D. Custodial Services. City shall notify the Community Library Manager prior to selecting a contractor to provide custodial services. Alternately, City may provide such service using City staff.

8. **CAPITAL IMPROVEMENTS**. If the City and County agree that capital improvements to the Building or the Property are necessary (such improvements, “**Capital Improvements**”), then (i) the City shall provide the Capital Improvements at its sole cost and expense, and (ii) the City shall coordinate the schedule associated with the construction of all Capital Improvements with the Librarian.

9. **ALTERATIONS; FIXTURES; SIGNS**. The County may make any lawful and proper minor alterations to the Library and may attach fixtures and signs in or upon the Property with the City’s prior written approval. The County is responsible for the cost of such alterations and attachments. All alterations and attachments must comply with existing code requirements.

10. **OPERATIONS: HOURS; COSTS**.

A. Initial Period. For the Initial Term (i) the number of Base Hours the County will provide, (ii) the number of Extra Hours the City elects to obtain from the County, (iii) the resulting number of Actual Hours, and (iii) the cost to the City of the Extra Hours (such cost, the “**City’s Obligation**”) are set forth in Lease Supplement No. 1, which supplement is substantially in the form of Exhibit A.

B. Annual Modifications. For each Renewal Term, the Librarian will provide a Lease Supplement to the City in substantially the form of Exhibit A by March 31 of each year. The Lease Supplement will set forth (i) the number of Base Hours the County will provide in the upcoming Fiscal Year, (ii) the number of Extra Hours of Library Services the County anticipates that the City will elect to obtain from the County at the Library in the upcoming Fiscal Year (in the absence of more current information from the City, the County will assume the number of Extra Hours in the upcoming Fiscal Year will be equal to the number of Extra Hours then in effect), (iii) the resulting number of Actual Hours during which Library Services will be conducted at the Library in the upcoming Fiscal Year, and (iv) the cost of the City’s Obligation.

C. City Election: Extra Hours. Within 60 days of receiving the Lease Supplement, the City shall notify the Librarian in writing if it intends to modify the number of Extra Hours at the

Library in the upcoming Fiscal Year. Such modification may be based on fiscal or other considerations identified by the City.

1. Change in Extra Hours from Prior Fiscal Year. If the County receives a notice modifying the number of Extra Hours desired in the upcoming Fiscal Year within the time allotted, the parties shall use good faith efforts to finalize a revised Lease Supplement for the upcoming Fiscal Year before the July 1 start of that Fiscal Year. If the City fails to make a final determination regarding the number of Extra Hours before the start of the upcoming Fiscal Year, the Lease Supplement issued by the Librarian for the upcoming Fiscal Year will be effective until the City makes its final determination and a revised Lease Supplement for that Fiscal Year is executed. The final, revised, Lease Supplement will be effective upon its execution by the County and the City.

2. No Change in Extra Hours from Prior Fiscal Year. If the County does not receive a notice modifying the number of Extra Hours desired in the upcoming Fiscal Year within the time allotted, the County and the City shall each execute the original Lease Supplement issued by the Librarian for the upcoming Fiscal Year, which Lease Supplement will become effective on July 1 of the Fiscal Year to which it applies.

D. Invoices; Payment. The County will invoice the City quarterly for the cost of Extra Hours incurred in the prior quarter. The City shall pay the County the amount due to the County within thirty (30) days of receipt of the invoice. In no event is the City obligated to pay an amount greater than the amount identified as the City's Obligation in the Lease Supplement in effect for that Fiscal Year.

11. **OPERATIONS: COST OF UTILITIES.** The City shall pay for all utilities provided to the Premises, including gas, electricity, voice communication services, water, sewer, fire alarm, intrusion alarm, garbage, and recycling.

12. **OPERATIONS: TECHNOLOGY AND EQUIPMENT; COSTS.** The County and the City shall share responsibility for providing and maintaining technological equipment and services as follows:

A. Components. The County shall provide technology support at the Library, including determining the quantity, type, configuration, and location of all Components used in the Library. The County shall acquire Components for use in the Library and maintain them in good working order. The County is responsible for the cost of obtaining and maintaining Components in the Library.

B. Voice Communication System. The City, at its expense, shall acquire and provide voice communication equipment and on-going voice services to the Library.

C. Data Communication System. The County shall acquire and configure the Data Communication Equipment and select Data Communication Services for the Library to create the Library's data communication system. The City is responsible for the actual cost of obtaining and maintaining the Data Communication Equipment. To ensure the City is able to properly

budget for the cost of the Data Communication Equipment, prior to placing an order for Data Communication Equipment, (i) the County will provide a written estimate of the cost of the Data Communication Equipment to the City, and (ii) must receive the City's written consent to the acquisition. At the parties' discretion, such writings may be in the form of emails. The City acknowledges that it is responsible for the actual cost of the Data Communication Equipment, even if it varies from the estimate through no fault of the County's.

1. Connection. The County will connect the Library's data communication system to the County Library wireless network. It is expressly understood and agreed that such wireless network is for the exclusive use of the County in providing Library Services. The City shall provide CAT5 or better Ethernet cabling throughout the Library and replace or upgrade as needed.

2. Monthly Cost. The County is responsible for the cost of the monthly usage fee for Data Communication Services.

D. Miscellaneous Equipment.

1. Fixtures. The County shall acquire any Specialized Equipment used in the Library. The City is responsible for the actual cost of obtaining and maintaining any Specialized Equipment. To ensure the City is able to properly budget for the cost of any Specialized Equipment, prior to placing an order for Specialized Equipment, (i) the County will provide a written estimate of the cost of the Specialized Equipment to the City, and (ii) must receive the City's written consent to the acquisition. At the parties' discretion, such writings may be in the form of emails. The City acknowledges that it is responsible for the actual cost of the Specialized Equipment, even if it varies from the estimate through no fault of the County's.

2. Copiers. The County shall provide, at its sole cost and expense, one or more copy machines for use by library staff at the Library. The County may provide, at its sole cost and expense, one or more copy machines for use by the public at the Library. The County shall also obtain, at its sole cost and expense, a maintenance contract for each such copy machine. Any revenue collected for the use of copy machines will be retained by the County.

3. Audio Visual Equipment. Should the City elect to procure any audio-visual equipment for use, either by the City or County, at the Library, the City shall provide such equipment, at its sole cost and expense. The City shall also maintain, at its sole cost and expense, any audio-visual equipment it procures. All such audio-visual equipment will be City Materials, as defined in Section 13(B) of this Lease.

E. Obsolescence Avoidance. The City and County are both responsible and shall work together in good faith to ensure that all equipment and technology services at the Library, including the voice communication system, the data communication System, Data Communication Services, and Specialized Equipment, and excluding copiers and Components, are adequate for the Library's needs and that costs that are the responsibility of the City are within the City's fiscal parameters and approved by the City in advance.

13. **OWNERSHIP OF CONTENTS.**

A. County. All books, furnishings, fixtures, equipment, and materials purchased by the County, or foundations or private or public fundraising efforts on behalf of the County, are owned by the County. Together, these books, materials, furnishings, fixtures, and equipment are the “**County Materials.**”

B. City. All books, furnishings, fixtures, equipment and materials purchased by the City, or foundations or private or public fundraising efforts on behalf of the City, are owned by the City. Together, these books, materials, furnishings, fixtures, and equipment are the “**City Materials.**” City Materials will be identified in the County’s Integrated Library System.

C. Replacement of FF&E. From time to time, City and County will jointly determine if City-owned furnishings, fixtures and equipment need repair or replacement, or, if applicable, a schedule for replacing City-owned furnishings, fixtures and equipment. The City shall carry out, and bear the cost of, such repair or replacement as soon as is practically and fiscally possible.

D. Public Art. The City is responsible for the selection, cost, maintenance, installation, and removal of, and any liability for, all interior and exterior public art displayed at the Library.

14. **INSURANCE.**

A. Liability Insurance

1. County. Throughout the Term, the County shall maintain in full force and effect, at its sole expense, either (i) comprehensive general liability insurance in commercially reasonable amounts, but in no event in an amount less than \$3,000,000 per occurrence, protecting and insuring against claims for bodily injury, death, property damage, and personal injury occurring within or resulting from use of the Property, or (ii) a general self-insurance program covering bodily injury, death, property damage, and personal injury occurring within or resulting from use of the Property. Any policy of insurance obtained by the County must (i) name the City, its officers, agents, and employees, as additional insureds, (ii) be endorsed to provide that the insurance is primary to and non-contributory to insurance carried by the City with respect to liability imposed on the County under this agreement, and (iii) contain a severability of interest clause.

2. City. Throughout the Term, the City shall maintain in full force and effect, at its sole expense, either (i) comprehensive general liability insurance in commercially reasonable amounts, but in no event in an amount less than \$3,000,000 per occurrence, protecting and insuring against claims for bodily injury, death, property damage, and personal injury occurring within or resulting from use of the Property, or (ii) a general self-insurance program covering bodily injury, death, property damage, and personal injury occurring within or resulting from use of the Property. Any policy of insurance obtained by the City must (i) name the County, its officers, agents, and employees, as additional insureds thereunder, (ii) be endorsed to provide that the insurance is primary to and non-contributory to insurance carried by the County with

respect to liability imposed on the City under this agreement, and (iii) contain a severability of interest clause.

B. Property Insurance.

1. County. Throughout the Term, the County shall maintain in full force and effect, at its sole expense, fire insurance and a standard “all risk” policy covering the County-owned property within the Library, and any other personal property owned by the County located at the Property. Such coverage must (i) contain a waiver of subrogation endorsement in favor of the City, and (ii) cover loss or damage to the County-owned property in the amount of the full replacement value. Covered perils are to include fire, all risk, vandalism, malicious mischief, and sprinkler leakage.

2. City. Throughout the Term, the City shall maintain in full force and effect, at its sole expense, fire insurance and a standard “all risk” policy covering all structures and improvements at the Property and any personal property owned by the City located at the Property. Such coverage must contain a waiver of subrogation endorsement in favor of the County. Covered perils are to include fire, all risk, vandalism, malicious mischief and sprinkler leakage.

C. Workers Compensation and Employers Liability. Both parties shall maintain in full force and effect Workers Compensation Insurance or self-insurance, and Employers Liability Insurance or self-insurance with limits that conform to legal requirements.

15. INDEMNIFICATION.

A. By County. County shall indemnify, defend and hold the City harmless from the County’s share of any and all claims, costs and liability for any damage, injury or death of or to any person or the property of any person, including attorneys’ fees, caused by the willful misconduct or the negligent acts, errors, or omissions of the County, its officers, agents or employees in using the Property pursuant to this Lease, except to the extent caused or contributed to by (i) the structural, mechanical, or other failure of buildings owned or maintained by the City, (ii) the design of the Library, (iii) City-owned fixtures in the Library, and/or (iv) the negligent acts, errors, or omissions of the City, its officers, agents or employees.

B. By City. The City shall indemnify, defend and hold the County harmless from City’s share of any and all claims, costs and liability for any damage, injury or death of or to any person or the property of any person, including attorneys’ fees, caused by the willful misconduct or the negligent acts, errors or omissions of the City, its officers, agents or employees with respect to the Property, or the City’s performance under this Lease, the City’s use of the Property, the structural, mechanical or other failure of buildings owned or maintained by the City, the design of the Library, or City-owned fixtures in the Library, except to the extent caused or contributed to by the negligent acts, errors, or omissions of the County, its officers, agents, or employees. The City is responsible for all claims that result from the design of the Library and from City-owned fixtures in the Library, except for any claims resulting from a change in the design of the

Library that is requested by the County and approved by the Board of Supervisors after the date of this Lease.

16. **HAZARDOUS MATERIAL.** The City warrants to the County that the City does not have any knowledge of the presence of Hazardous Material (as defined below) or contamination of the Building or Property in violation of environmental laws. The City shall defend, save, protect and hold the County harmless from any loss arising out of the presence of any Hazardous Material on the Property that was not brought to the Property by or at the request of the County, its agents, contractors, invitees or employees. The City acknowledges and agrees that the County has no obligation to clean up or remediate, or contribute to the cost of clean-up or remediation, of any Hazardous Material unless such Hazardous Material is released, discharged or spilled on or about the Property by the County or by any of County's agents, employees, contractors, invitees or other representatives. The obligations of this Section shall survive the expiration or earlier termination of this Lease.

"Hazardous Material" means any substance, material or waste, including lead based paint, asbestos and petroleum (including crude oil or any fraction thereof), that is or becomes designated as a hazardous substance, hazardous waste, hazardous material, toxic substance, or toxic material under any federal, state or local law, regulation, or ordinance.

17. **DEFAULT.** The occurrence of any of the following events is a default ("**Default**") under this Lease:

A. **By County.** If the County fails to operate the Library as a public library and such failure continues for thirty (30) days after receipt of a written notice of failure from the City to the Librarian with a copy to the County Administrator; provided, however, that the County will have additional time, up to an additional one hundred twenty (120) days, if its failure is due to circumstances beyond its reasonable control, including, without limitation, failure of the County's Board of Supervisors to adopt a budget, work stoppages, and acts of God.

B. **By City.** The City's failure to perform any of its obligations under this Lease if such failure is not remedied within thirty (30) days after receipt of a written notice of failure from the County to the City specifying the nature of the breach in reasonably sufficient detail; provided, however, if such breach cannot reasonably be remedied within such thirty (30) day period, then a Default will not be deemed to occur until the occurrence of the City's failure to perform within the period of time that may be reasonably required to remedy the breach, up to an aggregate of one hundred twenty (120) days, provided the City commences curing such breach within thirty (30) days after receipt of the notice of the breach and thereafter diligently proceeds to cure such breach.

18. **REMEDIES.**

A. **By County.** Upon the occurrence of a Default by the City, the County may (i) terminate this Lease and quit the Premises, or (ii) suspend operation of Library Services until the default is cured.

B. By City. Upon the occurrence of a Default by the County, the City may, after giving the County written notice of the Default, and in accordance with due process of law, reenter and repossess the Premises and remove all persons and property from the Premises.

19. **MISCELLANEOUS**.

A. Use of Volunteers. Volunteers are vital and welcome in enhancing the level of service offered in providing Library Services. The City's Volunteer Coordinator shall work with the County's library volunteer coordinator to recruit and schedule volunteers to assist with community library operation. Volunteers will be utilized to perform services as mutually agreed upon by the County and the City.

B. Assignment and Sublease. The County does not have the right to assign this Lease or sublease the Premises or any part thereof at any time during the Term.

C. Quiet Enjoyment. Provided the County is following the material terms of this Lease, the City shall warrant and defend the County in its quiet enjoyment and possession of the Premises during the Term.

D. Waste. The County shall not commit, or suffer to be committed, any waste upon the Premises.

E. Surrender of Premises. On the last day of the Term, or earlier termination of this Lease, the County shall peaceably and quietly leave and surrender the Library to the City, in good condition, ordinary wear and tear, and damage by casualty, condemnation, acts of God, and the City's failure to make repairs required of the City excepted. Upon termination of this Lease, the County shall remove the County Materials from the Premises within one hundred eighty (180) days, unless otherwise agreed to in writing by the City.

F. Holding Over. Any holding over after the Term of this Lease is a tenancy from month to month and is subject to the terms of this Lease.

G. Notices. Any notice required or permitted under this Lease must be in writing and sent by facsimile with written transmission confirmation, overnight delivery service or registered or certified mail, postage prepaid and directed as follows:

To City: City Manager
7000 Bollinger Canyon Road
San Ramon, CA 94583
Phone: (925) 973-2500
Facsimile: (925) 866-1436

To County: County Librarian
Contra Costa County
777 Arnold Drive, Suite 210
Martinez, CA 94553

Phone: (925) 608-7700
Facsimile: (925) 608-7761

With a copy to: Real Estate Manager
Contra Costa County
Public Works Department
255 Glacier Drive
Martinez, CA 94553
Phone: (925) 313-2000
Facsimile: (925) 646-0288

Either party may at any time designate in writing a substitute address for that set forth above, and thereafter notices are to be directed to such substituted address. If sent in accordance with this Section, all written notices will be deemed effective (i) upon confirmed facsimile transmission, (ii) the next business day, if sent by overnight courier, and (iii) three days after being deposited in the United States Postal system.

H. Time is of the Essence. Time is of the essence in fulfilling all terms and conditions of this Lease.

I. Governing Law. The laws of the State of California govern all matters arising out of this Lease.

J. Severability. In the event that any provision herein contained is held to be invalid or unenforceable in any respect, the validity and enforceability of the remaining provisions of this Lease will not in any way be affected or impaired.

[Remainder of Page Intentionally Left Blank]

K. Entire Agreement; Construction; Modification. Neither party has relied on any promise or representation not contained in this Lease. All previous conversations, negotiations, and understandings are of no further force or effect.

This Lease is not to be construed as if it has been prepared by one of the parties, but rather as if both parties have prepared it. This Lease may be modified only by a writing signed by both parties.

The parties are executing this Lease on the date set forth in the introductory paragraph.

COUNTY

COUNTY OF CONTRA COSTA, a political subdivision of the State of California

By: _____
Alison McKee
County Librarian

CITY

CITY OF SAN RAMON, a municipal corporation of the State of California

By: _____
Joseph Gorton
City Manager

RECOMMENDED FOR APPROVAL:

By: _____
Brian M. Balbas
Public Works Director

APPROVED AS TO FORM:

By: _____
Martin Lysons
City Attorney

By: _____
Jessica L. Dillingham
Principal Real Property Agent

APPROVED AS TO FORM:

SHARON L. ANDERSON, COUNTY COUNSEL

By: _____
Kathleen M. Andrus
Deputy County Counsel

EXHIBIT A

LEASE SUPPLEMENT No. 1

This Lease Supplement No. 1 is dated April 2, 2021 and supplements the Lease dated January 1, 2021 (the “**Lease**”) between the City of San Ramon, a municipal corporation of the State of California (the “**City**”), and the County of Contra Costa, a political subdivision of the State of California (the “**County**”).

Unless otherwise defined herein, capitalized terms have the meanings given to such terms in the Lease.

1. The number of Base Hours to be provided by the County for the period of January 1, 2021 to June 30, 2021 for the Dougherty Station Library is 35.
2. The number of Extra Hours to be provided for the period of January 1, 2021 to June 30, 2021 is 9.
3. The number of Actual Hours to be provided for the period of January 1, 2021 to June 30, 2021 is 44.
4. The City’s Obligation for the period of January 1, 2021 to June 30, 2021 is \$39,169.
5. This Lease Supplement No.1 is effective in accordance with the terms of the Lease.

COUNTY

COUNTY OF CONTRA COSTA, a political subdivision of the State of California

By: _____
Alison McKee
County Librarian

CITY

CITY OF SAN RAMON, a municipal corporation of the State of California

By: _____
Joe Gorton
City Manager



**Contra
Costa
County**

To: Board of Supervisors
From: Esa Ehmen-Krause, County Probation Officer
Date: May 18, 2021

Subject: Youth Programs and Facilities Grant Program (YPPFG)

RECOMMENDATION(S):

APPROVE and AUTHORIZE the County Probation Officer, or designee, to apply for and accept funding under the Youth Programs and Facilities Grant Program (YPPFG) from the Board of State and Community Corrections (BSCC) in an amount not to exceed \$82,400 to upgrade the facility and enhance evidenced-based programming and job tech opportunities for youth at the John A. Davis Juvenile Hall for the period of June 10, 2021, through June 1, 2024.

FISCAL IMPACT:

\$82,400 for 36 months. There is no county match requirement.

BACKGROUND:

The Board of State and Community Corrections (BSCC) is the Designated State Administrative Agency for the Youth Programs and Facilities Grant Program (YPPFG). In response to the State's mandate to close the Division of Juvenile Justice (DJJ) the BSCC has approved \$9.12 million statewide to support counties in addressing the youth no longer eligible for DJJ. \$5 million has been allocated towards counties who will develop a regional hub for returning youth and \$4.12 million to all counties allocated pro rata (by formula) based on county juvenile population (age 12-17)

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **05/18/2021** 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: May 18, 2021

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

By: Laura Cassell, Deputy

Contact: 925-313-4149

cc:

BACKGROUND: (CONT'D)

to support infrastructure and improvements for local programs and facilities for their in-county population of realigned youth. Categorized by BSCC as a medium-sized county, Contra Costa County may apply for a maximum of \$82,400. The goal of this application is to receive funds to improve the John A. Davis Juvenile Hall's infrastructure and programming to meet the needs of the realigned youth that will be in our custody for longer periods of time.

CONSEQUENCE OF NEGATIVE ACTION:

The Probation Department will have less resources available to upgrade the facility and enhance the programs to be offered to the realigned population at the John A. Davis Juvenile Hall.

CHILDREN'S IMPACT STATEMENT:

This funding will positively impact youth at the John A. Davis Juvenile Hall by upgrading the facility and enhancing program for those youth who will require longer stays at the facility.



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: May 18, 2021

Subject: Siskiyou Hospital, Inc. (dba Fairchild Medical Center)

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Agreement #29-780-13 with Siskiyou Hospital, Inc. (dba Fairchild Medical Center), a non-profit corporation, to pay County an amount not to exceed \$150,480 for Contra Costa Health Plan (CCHP) advice nurse services, for the period from June 1, 2021 through May 31, 2024.

FISCAL IMPACT:

Upon approval and as services are rendered, the contractor will pay the County an amount not to exceed \$150,480. The revenue generated by this contract will fully offset the cost of CCHP's Advice Nurse services. No County match is required.

BACKGROUND:

On June 26, 2018, the Board of Supervisors approved Contract #29-780-12 with Siskiyou Hospital, Inc. (dba Fairchild Medical Center), an amount not to exceed \$150,480, for CCHP to provide Contractor's Health Plan members with telephone advice nurse services including information about how to access urgent care services, authorization for emergency care, and clinical

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **05/18/2021** 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: May 18, 2021

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

By: Laura Cassell, Deputy

Contact: Sharron Mackey,
925-313-6104

BACKGROUND: (CONT'D)

advice, for the period from June 1, 2018 through May 31, 2021.

Approval of Contract #29-780-13 will allow County to provide advice nurse services for a fee through May 31, 2024. 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, advice nurse services will not be provided to contractor by CCHP, and county will not be paid for providing those services.



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: May 18, 2021

Subject: Grant Award #28-637-29 with the U. S. Department of Health and Human Services

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to accept Grant Award #28-637-29 with the U.S. Department of Health and Human Services, Health Resources & Services Administration (HRSA), to pay the County an amount not to exceed \$217,954, for the Ryan White, Part C, HIV Early Intervention Services Program, for the period from May 1, 2021 through April 30, 2022.

FISCAL IMPACT:

Acceptance of the grant award will result in funding to the County of up to \$217,954 from the U.S. Department of Health and Human Services HRSA. No County match is required.

BACKGROUND:

West Contra Costa County has been hard hit by the AIDS epidemic with 25% of those living with AIDS residing in the City of Richmond. Unfortunately, a large percentage of those living with HIV/AIDS are of low income having to rely on Basic Health Care (BHC) for their medical care, or forced to pay for their medical care, because they do not qualify for BHC services. The County's AIDS Program works closely with other staff in the Public Health Division, physicians and medical social workers at Contra Costa Regional Medical Center and Health Centers, community-based partners, and private providers throughout the County to reduce the transmission of HIV, improve access to health care, and to enhance quality

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **05/18/2021** 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: May 18, 2021

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

By: Laura Cassell, Deputy

Contact: Daniel Peddycord,
925-313-6712

cc: Marcy Wilhelm

BACKGROUND: (CONT'D)

of life for those with HIV. Contra Costa County has been awarded this grant since 1999.

On June 16, 2020, the Board of Supervisors approved Grant Award #28-637-28 with HRSA, to pay the County in an amount not to exceed \$217,954, for the Ryan White, Part C, HIV Early Intervention Services Program, for the period from May 1, 2020 through April 30, 2021.

Approval of Grant Award #28-637-29 will allow the County's AIDS Program to continue to receive funding to provide outpatient medical services to low-income HIV positive recipients in West Contra Costa County through April 30, 2022.

CONSEQUENCE OF NEGATIVE ACTION:

If this grant is not approved, the County will not receive funds to assist the low-income HIV positive recipients in West Contra Costa County with outpatient medical services.



**Contra
Costa
County**

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: May 18, 2021

Subject: Award Amendment #29-393-32 with the California Department of Public Health, Tuberculosis Control Branch

RECOMMENDATION(S):

A. APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Grant Award Amendment #29-393-32 with the California Department of Public Health, Tuberculosis (TB) Control Branch, to amend Grant Award #29-393-31, to increase the amount payable to County by \$2,000 from \$304,417 to a new total of \$306,417, with no change in the original term of July 1, 2020 through June 30, 2021.

B. AUTHORIZE the Purchasing Agent to issue payments in an amount not to exceed \$2,000, to be used for food, shelter, incentives and enablers (FSIE). The FSIE allotment will be used for gift cards (\$20 Safeway, SaveMart, Target and gas cards), transportation vouchers, nutritional assistance, and rent subsidies.

FISCAL IMPACT:

Approval of this amendment will result in an increase of \$2,000 for additional FSIE allotment for FY 2020-2021 from the State of California, TB Control Branch. (No County match is required)

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **05/18/2021** 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: May 18, 2021

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

By: Laura Cassell, Deputy

Contact: Daniel Peddycord,
925-313-6712

cc: Marcy Wilhelm

BACKGROUND:

The Health Services Department's Public Health Division maintains a TB Control Program, which serves all reported TB patients and their contacts in Contra Costa County. Outreach services are provided to reach the "Hard-to Reach" people with TB and those at high risk. The TB control staff work within the Communicable Disease Section in collaboration with the HIV/AIDS Program, Substance Abuse Programs, Contra Costa Regional Medical Center and Health Centers, and providers throughout the County. This grant has been awarded to Contra Costa County since 1990.

On July 28, 2020, the Board of Supervisors approved acceptance of Grant Award #29-393-31 with the California Department of Public Health, TB Control Branch, for the TB Control Program, to pay the County an amount not to exceed \$304,417, for the County's TB control program for the period from July 1, 2020 through June 30, 2021.

Approval of Grant Award Amendment #29-393-32 will allow the Department to receive additional funds for FSIE allotment of \$2,000 for clients diagnosed with TB through June 30, 2021.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, the County will not receive additional funds for services which would result in a decrease in the number of TB patients who receive appropriate treatment and therefore increasing the spread of TB.



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: May 18, 2021

Subject: Grant Amendment Agreement #28-912-1 with The Rand Corporation

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Grant Amendment Agreement #28-912-1 with The Rand Corporation, to extend the term from September 30, 2020 to September 30, 2021 with no change in the amount payment to the County of \$44,801, to collaborate with Contra Costa Health Services Choosing Change Program, to study the impact of a psychosocial, community reinforcement approach to treating patients in recovery.

FISCAL IMPACT:

There is no change to the amount payable to the County of \$44,801. No County match is required.

BACKGROUND:

This grant will allow Contra Costa Health Services to collaborate with The Rand Corporation in planning, training, implementing, evaluating and analyzing data for the Integrated Support Persons Into Recovery (Inspire) study. The study tests whether engaging the patient's significant other in an evidence based psychosocial intervention, community reinforcement approach and family training improves patient's engagement and retention in Office-Based Buprenorphine-Naloxone Therapy (OBOT) compared to patients only receiving OBOT. The study will take place within Contra Costa Choosing Change Clinics and will involve clinic personnel, administrators, medical and behavioral health providers and other County staff.

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **05/18/2021** 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: May 18, 2021

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

By: Laura Cassell, Deputy

Contact: Daniel Peddycord,
925-313-6712

cc: Marcy Wilhelm

BACKGROUND: (CONT'D)

On April 28, 2020, the Board of Supervisors approved Grant Agreement #28-912 with The Rand Corporation, to pay the County in an amount of \$44,801 to study the impact of psychosocial, community reinforcement approach to treating patients in recovery at Contra Costa Health Services, for the period from September 2, 2019 through September 30, 2020.

Approval of Amendment Agreement #28-912-1 will extend the term from September 30, 2020 to September 30, 2021 to allow the County to continue to study the impact of having patient's support person engaged in recovery services. This agreement contains provisions for the County to indemnify and hold harmless the contractor for claims arising out of the contractor's performance under this contract.

CONSEQUENCE OF NEGATIVE ACTION:

If this grant amendment agreement is not approved, the County will not be allowed to continue to participate in the study on the impact of having a patient's support person engaged in recovery services.



Contra
Costa
County

To: Board of Supervisors
From: David O. Livingston, Sheriff-Coroner
Date: May 18, 2021

Subject: Contracts to Provide Forensic Services to Local Law Enforcement Agencies

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Sheriff-Coroner, or designee, to execute contracts with agencies listed below, including mutual indemnification, to reimburse the County for forensic services for the period July 1, 2021 through June 30, 2023:

City of Antioch, Bay Area Rapid Transit District, City of Brentwood, Contra Costa Community College District, City of Clayton, City of Concord, Town of Danville, East Bay Regional Park District, City of El Cerrito, City of Hercules, Kensington Community Services District, City of Lafayette, City of Martinez, Town of Moraga, City of Oakley, City of Orinda, City of Pinole, City of Pittsburg, City of Pleasant Hill, City of Richmond, City of San Pablo, City of San Ramon and the City of Walnut Creek.

FISCAL IMPACT:

The contracts will allow for full cost recovery of providing forensic services to user agencies.

BACKGROUND:

The Office of the Sheriff's Forensic Laboratory will continue to provide forensic services for evidence retrieved at crime scenes, a crime scene expert to provide technical advice for processing complex evidence issues, and witness and expert testimony for services rendered for contracting agencies.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **05/18/2021** 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: May 18, 2021

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

By: Laura Cassell, Deputy

Contact: Chrystine Robbins,
925-655-0008

cc:

CONSEQUENCE OF NEGATIVE ACTION:

The Office of the Sheriff would be unable to provide this specialized service to other agencies.



**Contra
Costa
County**

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: May 18, 2021

Subject: Accept Grant from California Health Facilities Financing Authority

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to accept grant funding in the amount of \$2,322,571.56 from the California Health Facilities Financing Authority’s (CHFFA) Investment in Mental Health Wellness Grant Program for Children and Youth for funding to support renovations, furniture, and equipment for a children’s crisis stabilization unit (CSU) to be located at a County owned property.

FISCAL IMPACT:

If approved, the County’s Behavioral Health Division will receive funds from the State of California Health Facilities Financing Authority in the amount of \$2,322,571.56 for the renovation and furnishing of a facility to house a children’s crisis stabilization unit. No County match is required.

Ongoing program costs are projected to be \$4,550,134 annually and be offset by Mental Health Realignment, Federal Medi-Cal, and private insurance billing funding sources.

BACKGROUND:

For many years staff and community stakeholders have identified the need for a crisis stabilization unit to serve children

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

Action of Board On: **05/18/2021** 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: May 18, 2021

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

By: Laura Cassell, Deputy

Contact: Suzanne Tavano,
925-957-5201

BACKGROUND: (CONT'D)

and youth in an emotional crisis. Currently young people are brought to the County's Psychiatric Emergency Service (PES) unit when they are experiencing an emotional crisis. PES accepts every individual in need of care however it does not currently have the capacity to separate children and youth from adult patients at its entrance, waiting room, triage, or treatment area. The result is that young patients are often in the presence of adults experiencing acute psychiatric symptoms. This exposure would be difficult for any young person but is particularly traumatic for emotionally vulnerable children and youth experiencing a mental health crisis. Furthermore, children and adolescents have developmentally distinct needs that require tailored approaches to stabilization, discharge planning, and transition to appropriate longer-term services.

On March 2, 2021, the Board of Supervisors approved and authorized the Health Services Department to submit Grant Application #28-950 to the CHFFA's Investment in Mental Health Wellness Grant Program for Children and Youth to support renovations, furniture and equipment for a children's crisis stabilization unit to be located at a to be determined County owned property.

By accepting funding from CHFFA, the Behavioral Health Division hopes to create a free-standing crisis stabilization unit to better support the needs of the community and the long-term therapeutic outcomes of the children and youth in need of therapeutic crisis support services.

The Behavioral Health Division anticipates that the CSU will provide services to approximately 2,190 clients annually. Grant funds will be used to finance construction and renovation costs, furnishings and equipment, information technology costs, as well as three months of program startup or expansion costs. Services provided to young people experiencing an emotional crisis will include: psychiatric assessments, crisis intervention/crisis stabilization services, brief therapeutic interventions and referrals to appropriate community-based services. Program costs will be offset by mental health realignment, federal financial participation and private insurance billing.

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved, the County would not have funds to renovate a facility to provide crisis stabilization services to youth and children experiencing an emotional crisis.

CHILDREN'S IMPACT STATEMENT:

This recommendation supports the children's outcome: (2) Children and Youth Healthy and Preparing for Productive Adulthood.



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: May 18, 2021

Subject: Grant Agreement #28-798-11 with the United States Department of Housing and Urban Development (HUD)

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Grant Agreement #28-798-11 (CA0189L9T052012) with the United States Department of Housing and Urban Development (HUD), to receive McKinney-Vento funding payable to County in an amount not to exceed \$284,206 for County's Permanent Connections Supportive Housing Program, for the period from July 1, 2021 through June 30, 2022.

FISCAL IMPACT:

This grant will result in \$284,206 of funding from HUD for FY 2021-2022, including a required 25% County match of \$73,032.

BACKGROUND:

Permanent Connections Supportive Housing provides housing sites for homeless, transition-age youth, between the ages of eighteen (18) and twenty-four (24), with disabilities. Ten (10) units are set aside for youth, who are disabled by mental illness, substance abuse, HIV/AIDS, or dual/multiple diagnoses. The program is designed to provide on-going supportive services with an emphasis on families maintaining their permanent, safe, and affordable housing.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **05/18/2021** 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: May 18, 2021

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

By: Laura Cassell, Deputy

Contact: Lavonna Martin,
925-608-6701

BACKGROUND: (CONT'D)

On June 16, 2020, the Board of Supervisors approved Grant Agreement #28-798-10 to receive funds in an amount not to exceed \$256,846 for the County's Permanent Connections Supportive Housing Program, for the period from July 1, 2020 through June 30, 2021.

Approval of Grant Agreement #28-798-11 will allow the County to continue to perform all responsibilities in relation to receipt of the funding for the Permanent Connections Supportive Housing Program through June 30, 2022.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, the County will not receive funding to support the Permanent Connections Supportive Housing Program.



**Contra
Costa
County**

To: Board of Supervisors
From: Monica Nino, County Administrator
Date: May 18, 2021

Subject: RATIFY SUBMISSION OF GRANT CERTIFICATION FOR AMERICAN RESCUE PLAN - STATE AND LOCAL CORONAVIRUS FISCAL RECOVERY FUND ALLOCATION

RECOMMENDATION(S):

RATIFY execution by the County Administrator of a grant award agreement with the U.S. Department of the Treasury in the amount of \$224,058,903 for the American Rescue Plan - State and Local Coronavirus Fiscal Recovery Fund direct allocation to Contra Costa County.

FISCAL IMPACT:

\$224,058,903; 100% Federal, No County match. Funding will be distributed by the U.S. Treasury to the County in two equal tranches: \$112,029,451.50 in May 2021 and \$112,029,451.50 in May 2022. Claims for funds must be incurred by December 31, 2024 and spent by December 31, 2026.

BACKGROUND:

The American Rescue Plan will deliver \$350 billion for eligible state, local, territorial, and Tribal governments to respond to the COVID-19 emergency and bring back jobs through the Coronavirus State and Local Fiscal Recovery Fund. This substantial infusion of resources is designed to help turn the tide on the pandemic, address its economic fallout, and lay the foundation for a strong and equitable recovery.

Today's

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **05/18/2021** 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: May 18, 2021

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

By: Laura Cassell, Deputy

Contact: Timothy Ewell, (925) 655-2043

BACKGROUND: (CONT'D)

action ratifies action taken by the County Administrator to apply for the American Rescue Plan - State and Local Coronavirus Fiscal Recovery Fund allocation in the amount of \$224,058,903. The U.S. Treasury notified eligible jurisdictions that the grant awards portal was open on Monday, May 10, 2021 and concurrently released an Interim Final Rule and Frequently Asked Questions(FAQs) outlining how the funds can be used. The County Administrator timely filed the grant application on Monday, May 10, 2021 to ensure funding would quickly be distributed to Contra Costa County.

Staff is awaiting receipt of the County's allocation, reviewing the Interim Final Rule along with the FAQ document and collaborating with other jurisdiction across the country to understand funding requirements and eligibility. At the May 11, 2021 Board of Supervisors meeting, the County Administrator estimated that staff would return within sixty (60) days with a presentation and request direction from the Board on how to proceed with the ARP grant fund

CONSEQUENCE OF NEGATIVE ACTION:

The Board of Supervisors will not have ratified action of the County Administrator to execute the funding agreement related to American Rescue Plan - State and Local Coronavirus Fiscal Recovery Fund allocation.



**Contra
Costa
County**

To: Board of Supervisors
From: Monica Nino, County Administrator
Date: May 18, 2021

Subject: RATIFY SUBMISSION OF GRANT CERTIFICATION FOR AMERICAN RESCUE PLAN - EMERGENCY RENTAL ASSISTANCE PROGRAM 2 ALLOCATION

RECOMMENDATION(S):

RATIFY execution by the County Administrator of a grant award agreement with the U.S. Department of the Treasury in the amount of \$38,948,950.40 for the American Rescue Plan - Emergency Rental Assistance Program 2 direct allocation to Contra Costa County.

FISCAL IMPACT:

\$38,941,950.40; 100% Federal, No County match. Funding will be distributed by the U.S. Treasury Department to the County in May 2021. Funding must be spent by September 30, 2025.

BACKGROUND:

The Emergency Rental Assistance (ERA) program makes funding available to assist households that are unable to pay rent or utilities. Two separate programs have been established: ERA1 provides up to \$25 billion under the Consolidated Appropriations Act, 2021, which was enacted on December 27, 2020, and ERA2 provides up to \$21.55 billion under the American Rescue Plan Act of 2021, which was enacted on March 11, 2021. The funds are provided directly to states, U.S. territories, local governments, and (in the case of ERA1) Indian tribes. Grantees use the funds to provide

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **05/18/2021** 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: May 18, 2021

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

By: Laura Cassell, Deputy

Contact: Timothy Ewell, (925) 655-2043

BACKGROUND: (CONT'D)

assistance to eligible households through existing or newly created rental assistance programs.

In Contra Costa County, the combined share of ERA1 and ERA2 allocations is currently estimated to be \$114,764,262 (\$75,822,312 from ERA1 and \$38,941,950 from ERA2). Note that the ERA1 allocation includes a state allocation to the County in addition to the federal direct allocation. It is unknown whether the State of California will again allocate ERA2 funds to counties and cities or whether the State will administer those funds and associated programs directly. ERA2 funding must be spent by September 30, 2025.

Today's action ratifies action by the County Administrator to apply for the ERA2 allocation. The U.S. Treasury notified eligible jurisdictions that the grant awards portal was open on Tuesday, May 4, 2021 with a due date on Monday, May 10, 2021 and concurrently released updated Frequently Asked Questions (FAQs) integrating the unique eligibility requirements contained in ERA2 with those already in place for ERA1 . The County Administrator timely filed the grant application on Friday, May 7, 2021 as requested by the U.S. Treasury to qualify for funding.

Staff is awaiting receipt of the County's ERA2 allocation, reviewing the updated FAQ document and collaborating with the State to determine how the ERA2 program may complement the ERA1 program. Once the grant award is received and the guidelines become more clear, the County Administrator will return to the Board with a presentation and request direction from the Board on how to proceed with the ERA2 grant funds.

CONSEQUENCE OF NEGATIVE ACTION:

The Board of Supervisors will not have ratified action of the County Administrator to execute the funding agreement related to American Rescue Plan - Emergency Rental Assistance Program 2 direct allocation.



Contra
Costa
County

To: Board of Supervisors
From: Ann Elliott, Human Resources Director
Date: May 18, 2021

Subject: Contract with Smart ERP Solutions, Inc. to provide County with consulting services for HR Automation functionality

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Human Resources Director, or designee, to execute a contract with Smart ERP Solutions, Inc., effective May 18, 2021 through April 30, 2022, for the implementation, license and support of employee onboarding software, in an amount not to exceed \$360,000.

FISCAL IMPACT:

The administrative cost of this contract is funded through:

- The Benefits Administrative Fee which is charged out to departments.
- Venture Capital Funds available to the Human Resources Department for special contracts (General Fund).
- The Human Resources Department Budget (General Fund).

BACKGROUND:

The Human Resources Department is continually looking for ways to make processes and procedures more efficient and effective for County departments and employees. One of these priorities is the creation of a centralized onboarding experience with foundational information pertinent to all new hires as they begin working for Contra Costa County. In addition to these core materials, departments with specific requirements will be able to add customized content. This will allow departments to provide a convenient

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **05/18/2021** 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: May 18, 2021

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

By: Laura Cassell, Deputy

Contact: Ann Elliott
925-655-2176

cc:

and consistent process for new hire onboarding.

In addition, improvement is needed in the merit step review process. Currently, each department runs a report to obtain a list of employees scheduled for merit step review, which is then forwarded to the appropriate supervisor or manager to approve for each eligible employee. The goal is to create an automated monthly process where managers/supervisors will receive an email listing all employees eligible for merit step review which will be processed as a batch rather than individually. This will allow timely merit reviews and mitigate payroll errors due to late review and approval.

Human Resources Information Systems (HRIS) staff will work with SmartERP Solutions on these two improvement projects as well as gaining the knowledge and skills necessary to pursue future projects independently. SmartERP Solutions will provide professional services to the County for implementation of the Smart Toolkits solution software which includes HR Automation functionality for Smart Onboarding and the ability to build a workflow and approval path for merit increases. SmartERP Solutions will add software into the County's PeopleSoft Development environment in order to automate HR forms for Smart Onboarding and merit increases including:

-

BACKGROUND: (CONT'D)

Smart Toolkit solutions definition, design, mockup and review;

- Configuration, development and system testing;
- Final Migration and Deployment support;
- Technical Training; and
- SmartERP post production support as needed

SmartERP will work with the County HRIS staff to implement and enhance the performance of the PeopleSoft system to enable this HR Automation functionality for increased efficiency countywide.

The proposed contract with SmartERP includes a limitation of liability provision that limits Contractor's liability to the County to the amount paid under the contract unless the liability is a result of SmartERP's gross negligence or willful misconduct.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, the County will be unable to access the expertise and support of SmartERP Solutions to assist the County in implementing automated solutions to improve Human Resources processes for Onboarding and Merit increases.



**Contra
Costa
County**

To: Board of Supervisors
From: Beth Ward, Animal Services Director
Date: May 18, 2021

Subject: APPROVE and AUTHORIZE the Animal Services Director, or designee, to execute a contract amendment with PetData, Inc.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Animal Services Director, or designee, to execute a contract amendment with PetData, Inc., effective March 31, 2021, to extend the contract term from May 30, 2021 to June 30, 2023, and increase the contract payment limit by \$500,000 from \$750,000 to a new payment limit of \$1,250,000, for online processing of the County's animal licenses.

FISCAL IMPACT:

This contract is in the department's budget and is 100% funded by Animal Services' licensing revenue.

BACKGROUND:

The Animal Services Department manages the County's mandated animal licensing ordinance (416-6.002). Historically, the Department's Clerical unit processed and managed the licensing records and revenue system. However, due to the complexity of licensing and staffing demands, the Department struggled to provide adequate licensing services and process revenues in a timely manner. On March 30, 2018, your Board approved a \$750,000 contract for the Department to partner with PetData Inc. to transfer the Department's licensing program processes and services.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **05/18/2021** 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: May 18, 2021

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

By: Laura Cassell, Deputy

Contact: Arturo Castillo
925-608-8408

cc:

BACKGROUND: (CONT'D)

The initial PetData contract was for three (3) years ending May 20, 2021, although the current contract has an extension option for a total of five (5) years from the initial start date, which the Department is requesting to approve in order to continue PetData services. Under the current contract, PetData will continue to administer the payment and issuance of pet licensing through its online portal, which will continue to be embedded on the Department's website. The County will continue to pay PetData on a per license fee issued basis, per the current contract. Petdata will also continue to issue renewal notices to owners of licensed pets and provide telephone customer service to owners of licensed pets. This amendment increases the contract amount by \$500,000 to a new total of \$1,250,000 to cover the estimated cost of \$250,000 annually and extends the term end date to June 30, 2023.

CONSEQUENCE OF NEGATIVE ACTION:

Failure to approve this contract will impact the department's capacity to process licenses for rabies control.

ATTACHMENTS



Contra
Costa
County

To: Board of Supervisors
From: Matt Slattengren, Ag Commissioner/Weights & Measures Director
Date: May 18, 2021

Subject: 20-1036-010SF European Grapevine Moth Program

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Agricultural Commissioner, or designee, to execute a contract with the California Department of Food and Agriculture to pay the County an amount not to exceed \$9,628 to place and service traps for the detection of the European Grapevine Moth from January 1, 2021 through December 31, 2021.

FISCAL IMPACT:

This contract reimburses the Agriculture Department for costs incurred for the implementation of the European Grapevine Moth Program, in an amount not to exceed \$9,628. There is no county match of funds.

BACKGROUND:

The County Department of Agriculture will provide all trapping materials, training of trappers, and deploy appropriate traps and service them at regular intervals according to the Insect Trapping Guide provided by CDFA. If European Grapevine Moth (EGVM) are detected it will be delimited and controlled/eradicated. Costs will be reimbursed by CDFA. EGVM and it's vectors are a clear and present danger to Contra Costa County's agriculture.

CONSEQUENCE OF NEGATIVE ACTION:

Failure to approve this contract will result in lost revenue for the Department and a possible threat to the agricultural grape industry in Contra Costa County.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **05/18/2021** 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: May 18, 2021

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

By: Laura Cassell, Deputy

Contact: Stephanna 608-6600

cc:

ATTACHMENTS



Contra
Costa
County

To: Board of Supervisors
From: Matt Slattengren, Ag Commissioner/Weights & Measures Director
Date: May 18, 2021

Subject: Amendment for Agreement #20-0709-017SF ACP Winter Detection Trapping

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Agricultural Commissioner, or designee, to execute an amendment to the Asian Citrus Psyllid (ACP) Winter Detection Agreement with the California Department of Food and Agriculture to extend the term by three months to September 30, 2021, to increase the payment by \$10,581 to a new amount payable to the County not to exceed \$89,003 due to increased insect trapping work.

FISCAL IMPACT:

This amendment will increase the amount of the agreement by \$10,581 for a new total not to exceed \$89,003 for the period October 1, 2020 through September 30, 2021 for the County's increased workload. There is no county match of funds. 100% State revenue.

BACKGROUND:

Under the original agreement, and first amendment, the county provides services for placing and servicing Asian Citrus Psyllid traps in conjunction with exotic pest detection trapping services. This amendment includes changes to the Scope of Work to include additional delimitation work associated with the detection of one or more life stages of the target pest in the county. Payment will be reimbursed on authorized charges matching the financial plan (salaries, benefits, overhead supplies, vehicle mileage and vehicle leasing costs). These expenditures will be itemized on the monthly invoice with documentation to support the charges.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **05/18/2021** 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: May 18, 2021

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

By: Laura Cassell, Deputy

Contact: Stephanna 8-6600

cc:

CONSEQUENCE OF NEGATIVE ACTION:

A negative action would result in a loss of revenue to the county and a possible threat to our local agriculture and residents of Contra Costa County.

ATTACHMENTS



Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: May 18, 2021

Subject: Purchase Order and Participating Addendum with Home Depot, USA, Inc.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Purchasing Agent, or designee, to execute, on behalf of the County, a blanket purchase order and participating addendum with Home Depot USA, Inc., in an amount not to exceed \$3,100,000 for the purchase of janitorial supplies and equipment during the period from May 18, 2021, through October 31, 2022, under terms of a master contract awarded by Fresno Unified School District, as recommended by the Public Works Director.

FISCAL IMPACT:

Product costs paid by County Departments. (100% User Departments).

BACKGROUND:

Contra Costa County Purchasing Services is requesting approval of a blanket purchase order to be used by all County Departments for ordering Industrial/MRO Supplies, Janitorial, and Cleaning/Custodial supplies and services. The supplies and equipment are guaranteed through a master contract awarded by Fresno Unified School District #17-21 through the OMNIA Purchasing

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **05/18/2021** 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: May 18, 2021

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

By: Laura Cassell, Deputy

Contact: Cynthia Shehorn,
925-957-2495

cc:

BACKGROUND: (CONT'D)

Cooperative Program. Approval of the purchase order and addendum between Contra Costa County and Home Depot U.S.A., Inc., allows the County to obtain guaranteed pricing available through the OMNIA Partners contract. The purchase order will support all County departments with tiered rebate incentives, discounts on over 90,000 products, no minimum purchase requirements and free shipping to all locations. This will allow the County to consolidate purchases, and maximize savings on products acquired from Home Depot.

CONSEQUENCE OF NEGATIVE ACTION:

Without approval of the blanket purchase order and addendum, departments would select their own provider and we would not be eligible for volume discounts or rebate incentives, thereby increasing costs by not taking advantage of cooperative purchasing discounts.

ATTACHMENTS

Acceptance Agreement 17-21

RFP 17-21

Participating Addendum 5 3 2021



**Fresno Unified
School District**

Preparing Career Ready Graduates

BOARD OF EDUCATION

Brooke Ashjian, President
Claudia Cazares, Clerk
Valerie F. Davis
Christopher De La Cerda
Lindsay Cal Johnson
Elizabeth Jonasson Rosas
Carol Mills, J.D.

SUPERINTENDENT

Robert G. Nelson

Interline brands dba Supplyworks, a Home Depot U.S.A. Inc.
701 San Marco Blvd.
Jacksonville, FL 32207
Attn: Eric Thompson

Reference: RFP# 17-21- Cleaning Supplies, Equipment and Custodial Related Services and Solutions

Dear Mr. Thompson:

ACCEPTANCE AGREEMENT

CONTRACT # 17-21

This acceptance agreement signifies a contract award to Interline Brands dba Supplyworks, a Home Depot U.S.A. Inc. in its entirety for Cleaning Supplies, Equipment and Custodial Related Products, Services and Solutions. The period of the contract is from November 1, 2017, through October 31, 2020, with two (2), one (1) year renewal options.

The contract award shall be in accordance with the following:

1. This Acceptance agreement
2. The signed Memorandum of Negotiations

Please note that this is not an order to proceed. A Purchase Order, which constitutes your notice to proceed, will be issued by Fresno Unified School District. Contract award documents may be viewed on the Fresno Unified School District website at www.fresnounified.org.

Ruth F. Quinto
Deputy Superintendent, CFO
Fresno Unified School District

Eric Thompson
Vice President, FP & A, Sales Ops and Pricing
Interline Brands



**Fresno Unified
School District**

Preparing Career Ready Graduates

BOARD OF EDUCATION

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Carol Mills, J.D.

SUPERINTENDENT

Robert G. Nelson

**MEMORANDUM OF NEGOTIATION
RFP #17-21**

1. Fresno Unified School District and Interline Brands dba Supplyworks, a Home Depot U.S.A. Inc hereby agree to the following in the execution of Contract 17-21. The period of the contract is from November 1, 2017, through October 31 2020, with two (2), one year renewal options.

The final contract contains the following items:

- A. The Memorandum of Negotiations
- B. Notice to Vendors, Proof of Publication and Awarded Agenda Item
- C. Fresno Unified RFP #17-21 and all Addenda
- D. Interline Brands Technical proposal as amended by this Memorandum of Negotiations
- E. Response to clarifications dated 6/06/2017 and 06/26/2017
- F. Cost proposal Attachment B – sample pricing-

ACCEPTED BY:

Eric Thompson
Vice President, FP & A, Sales Ops and Pricing
Interline Brands

Paul Rosencrans
Executive Director of Purchasing
Fresno Unified School District

NOTICE TO VENDORS

Notice is hereby given that Fresno Unified School District (District) on behalf of itself and other government agencies and made available through the U.S. Communities Government Purchasing Alliance will receive proposals for

CLEANING SUPPLIES, EQUIPMENT AND CUSTODIAL RELATED PRODUCTS, SERVICES AND SOLUTIONS

RFP 17-21

Proposals must be received prior to **2:01 P.M. on May 2nd, 2017** in the District's Purchasing Department, 4498 N. Brawley Ave., Fresno, CA 93722, after which time they will be opened and evaluated. Proposals must be sealed, prominently marked with the RFP number, title, due date, time, and name of vendor on outside of envelope. Facsimile (FAX) copies of the RFP will not be allowed. Proposals shall be submitted on forms prepared by the District.

Copies of the RFP documents may be downloaded @ <http://www.fresnounified.org/dept/operations/Purch> (RFP Opportunities) or obtained from the **District Purchasing Department**. Refer any questions to Marisa Thibodeaux at (559) 457-3584.

Published March 27th, 2017
April 3rd, 2017

Order Confirmation

Customer
FRESNO UNIFIED SCHOOL DISTRICT

Payor Customer
FRESNO UNIFIED SCHOOL DISTRICT

Customer Account
331720

Payor Account
331720

Customer Address
2309 TULARE STREET RM 211
FRESNO CA 93721 USA

Payor Address
2309 TULARE STREET RM 211
FRESNO CA 93721 USA

Customer Phone
559-457-3489

Payor Phone
559-457-3489

Customer Fax

Customer EMail
chuyi.vang@fresnounified.com

Sales Rep
AlPacheco@fresnobee.com

Order Taker
chall@fresnobee.com

<u>PO Number</u>	<u>Payment Method</u>	<u>Blind Box</u>	<u>Tear Sheets</u>	<u>Proofs</u>	<u>Affidavits</u>
Marisa Thibodeaux	Check		0	0	1

<u>Net Amount</u>	<u>Tax Amount</u>	<u>Total Amount</u>	<u>Payment Amount</u>	<u>Amount Due</u>
\$1,036.00	\$0.00	\$1,036.00	\$0.00	\$1,036.00

<u>Ad Order Number</u>	<u>Order Source</u>	<u>Ordered By</u>	<u>Special Pricing</u>
0002991322	Sales Rep		

<u>Invoice Text</u>	<u>Promo Type</u>

<u>Package Buy</u>	<u>Materials</u>

Ad Order Information

Ad Number **Ad Type** **Production Method** **Production Notes**
0002991322-01 FRS-Legal Liner AdBooker

External Ad Number **Ad Attributes** **Ad Released** **Pick Up**
No

Ad Size **Color**
2 X 50 li

Product **Placement** **Times Run** **Schedule Cost**
FRS- The Fresno Bee 0300 - Legals Classified 2 \$1,036.00

Run Schedule Invoice Text **Position**
#2991322 NOTICE TO VENDORS Notice is h 0301 - Legals & Public Notices

Run Dates
03/27/2017, 04/03/2017

PUBLIC NOTICE

#2991322

NOTICE TO VENDORS

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CLEANING SUPPLIES, EQUIPMENT AND CUSTODIAL RELATED PRODUCTS, SERVICES AND SOLUTIONS

RFP 17-21

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Published March 27th, 2017
April 3rd, 2017

**FRESNO UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION**

AGENDA SECTION <i>(Check Box Below)</i>			
A CONSENT	B DISCUSSION	C RECEIVE	RECOGNIZE/ PRESENT
X			

AGENDA ITEM A-5

BOARD MEETING DATE: October 11, 2017

ACTION REQUESTED: <i>(Adopt, Approve, Ratify, Discuss, Receive, etc.)</i>	Approve
-------------------------------------------------------------------------------------	----------------

TITLE AND SUBJECT: Approve Award of Request for Proposal 17-21, U.S. Communities Cleaning Supplies, Equipment and Custodial Related Product Services and Solutions

DESCRIPTION/DISCUSSION: Included in the Board binders is information on Request for Proposal (RFP) 17-21, for cleaning supplies; equipment; and custodial related products, services, and solutions for use throughout the district. The RFP was lawfully advertised on March 27, 2017 and April 3, 2017. The proposals were opened on May 9, 2017. Notifications were sent to 53 vendors, and the district received five responses. The bid is for a three-year contract, commencing November 1, 2017, with two one-year renewal options.

U.S. Communities is a nonprofit government purchasing cooperative that reduces the cost of goods and services for participating agencies by aggregating purchasing power nationwide. As lead agency for the RFP, approval means Fresno Unified will establish a nationwide master agreement that can be used by more than 90,000 public agencies. Lead agencies competitively solicit contracts which U.S. Communities makes available to public agencies and nonprofit organizations nationwide.

Objectives of the RFP:

- Provide a comprehensive competitively solicited master agreement offering products and services to participating public agencies
- Establish the master agreement as a supplier's primary offering
- Achieve cost savings through a single competitive solicitation process that eliminates the need for multiple proposals
- Combine the volumes of participating public agencies to achieve cost effective pricing
- Reduce administrative and overhead cost through state-of-the-art ordering and delivery systems
- Provide environmentally responsible products and services

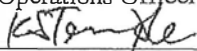
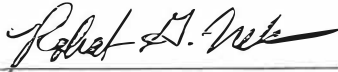
Proposals were evaluated on each proposer's ability to meet or exceed requirements set forth in the RFP. Based on an extensive review, staff recommends award to the best value respondent:

Interline Brands DBA Supplyworks (Jacksonville, FL) Estimated annual cost \$653,000
Headquartered in Jacksonville, FL with a Fresno sales office, and warehouses and distribution centers throughout California

Recommended proposal and evaluation documents are available for review in the Board Office.

**FRESNO UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION**

FINANCIAL SUMMARY: \$653,000 is available in the Maintenance and Operations Budget.

PREPARED BY: Paul Rosencrans, Executive Director, Purchasing	DIVISION: Operational Services PHONE: (559) 457-3134
CABINET LEVEL APPROVAL: Karin Temple, Chief Operations Officer (Signature Required) 	SUPERINTENDENT APPROVAL: 



U.S. COMMUNITIES™
GOVERNMENT PURCHASING ALLIANCE



COMPETITIVE SOLICITATION

BY FRESNO UNIFIED SCHOOL DISTRICT

FOR

**CLEANING SUPPLIES, EQUIPMENT AND CUSTODIAL RELATED
PRODUCTS, SERVICES AND SOLUTIONS**

ON BEHALF OF ITSELF AND OTHER GOVERNMENT AGENCIES

AND MADE AVAILABLE THROUGH THE U.S. COMMUNITIES

GOVERNMENT PURCHASING ALLIANCE

RFP 17-21

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Registration Form

**RFP 17.21
CLEANING SUPPLIES, EQUIPMENT AND CUSTODIAL RELATED PRODUCTS,
SERVICES AND SOLUTIONS**

FAX BACK THIS SHEET ONLY

Attn: Marisa Thibodeaux
FAX: (559) 457-6040

Fresno Unified School District Proposals are available on line. If you downloaded an RFP or Proposal without receiving an invitation, you are required to fax the following information to (559) 457-6040 so that you may be added to the vendor list to receive addendums to this proposal.

If you have any questions, please email: marisa.thibodeaux@fresnounified.org

Name _____

Title _____

Organization _____

Street Address _____

Address (cont.) _____

City _____

State/Province _____

Zip/Postal Code _____

Work Phone _____

Fax _____

E-mail _____

NOTICE TO VENDORS

Notice is hereby given that Fresno Unified School District (District) on behalf of itself and other government agencies and made available through the U.S. Communities Government Purchasing Alliance will receive proposals for

**CLEANING SUPPLIES, EQUIPMENT AND CUSTODIAL RELATED PRODUCTS,
SERVICES AND SOLUTIONS**

RFP 17-21

Proposals must be received prior to **2:01 P.M. on May 2nd, 2017** in the District's Purchasing Department, 4498 N. Brawley Ave., Fresno, CA 93722, after which time they will be opened and evaluated. Proposals must be sealed, prominently marked with the RFP number, title, due date, time, and name of vendor on outside of envelope. Facsimile (FAX) copies of the RFP will not be allowed. Proposals shall be submitted on forms prepared by the District.

Copies of the RFP documents may be downloaded @ <http://www.fresnounified.org/dept/operations/Purch> (RFP Opportunities) or obtained from the **District Purchasing Department**. Refer any questions to Marisa Thibodeaux at (559) 457-3584.

Published March 27th, 2017

PROPOSAL COVER SHEET

CLEANING SUPPLIES, EQUIPMENT AND CUSTODIAL RELATED PRODUCTS, SERVICES AND SOLUTIONS

This Proposal submitted by:

Name of Organization: _____

Address: _____

City/State/Zip: _____

Phone: _____

Fax: _____

In accordance with the following and in compliance with all terms and conditions, unless otherwise noted, the undersigned offers and agrees, if the proposal is accepted, to furnish items or services for which prices are quoted, delivered or furnished to designated points within the time specified. It is understood and agreed that with respect to all terms and conditions accepted by Fresno Unified School District the items or services offered and accompanying attachments shall constitute a contract.

By signing this proposal, Vendor certifies, acknowledges, understands, and agrees to be bound by the conditions set forth in this Request for Proposal.

Vendor Legally Authorized Signature

Print Name

Title

Date

INTRODUCTION AND BACKGROUND OVERVIEW

1. INTRODUCTION

Fresno Unified School District (herein “Lead Public Agency”) on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein “Participating Public Agencies”) is soliciting proposals from qualified suppliers to enter into a Master Agreement for a complete line of Cleaning Supplies, Equipment and Custodial Related Products, Services and Solutions (herein “Products and Services”).

Proposals will be received prior to 2:01 P.M. on May 2nd, 2017. Envelopes must be sealed, prominently marked with the RFP number, RFP title, RFP opening time/date and name of vendor, and submitted to:

FRESNO UNIFIED SCHOOL DISTRICT
PURCHASING DEPARTMENT
4498 N. BRAWLEY AVENUE
FRESNO, CALIFORNIA 93722

Proposals must be received no later than the time and date designated above. Proposals received later than the designated time and date will not be accepted. Facsimile (FAX) copies of the RFP will not be accepted.

This request does not commit the District to pay for any costs incurred in the submission of the RFP, or in making necessary studies for the preparation thereof, not to procure or contract for the services or materials.

Questions regarding this solicitation may be submitted in writing to: Marisa Thibodeaux, Buyer II, 4498 N. Brawley Ave., Fresno, CA 93722. Phone 559-457-3584 or Fax 559-457-6040 E-mail: Marisa.thibodeaux@fresnounified.org.

Oral communications of District employees concerning this RFP shall not be binding on the District and shall in no way excuse the vendor of his/her obligations as set forth in the Proposal.

ALL PRODUCTS OFFERED MUST BE NEW, UNUSED, LATEST DESIGN AND TECHNOLOGY.

INTRODUCTION AND BACKGROUND OVERVIEW

2. OBJECTIVES

- A. Provide a comprehensive competitively solicited Master Agreement offering Products and Services to Participating Public Agencies;
- B. Establish the Master Agreement as a Supplier's primary offering to Participating Public Agencies;
- C. Achieve cost savings for Suppliers and Participating Public Agencies through a single competitive solicitation process that eliminates the need for multiple bids or proposals;
- D. Combine the volumes of Participating Public Agencies to achieve cost effective pricing;
- E. Reduce the administrative and overhead costs of Suppliers and Participating Public Agencies through state of the art ordering and delivery systems;
- F. Provide Participating Public Agencies with environmentally responsible products and services.

3. GENERAL TERMS AND CONDITIONS

Taxes – Taxes shall not be included in unit prices. The District will pay only the State Sales and Use Tax; however, California Use Tax will be paid to out-of-state vendors only when their permit number is shown on both their RFP and invoices. The successful Vendors shall list separately any taxes payable by the District and shall certify on the invoices that Federal Excise Tax is not included in the prices listed thereon. Federal Excise Tax is not applicable, as school districts are exempt therefrom. The District, upon request, shall furnish the contractor such Federal Tax Exemption Certificates as may be required,

Brand Name and Number– The Vendors shall state the brand name and number in the column provided. If none is indicated, it shall be understood that the vendor is quoting on the exact brand name and number specified in the RFP form. Should any item for which proposals are requested by patented, or otherwise protected or designated by the particular name of the maker and the Vendor desires to RFP on an item of equal character and quality, he may offer such substitute item by clearly indicating that such substitution is intended and specify the brand. Such substitution shall be accepted only if deemed by the Executive Director of Purchasing to be equal in all respects to that specified. If samples are requested by the Executive Director of Purchasing for this determination, they shall be submitted in accordance with Paragraph 12, except that they may be submitted after the RFP opening.

Samples – Samples shall be furnished free of cost to the District after the RFP opening. If requested, they are to be sent within seven (7) days to the Purchasing Department, 4498 N. Brawley Avenue, Fresno, California, 93722, unless otherwise specified. The District reserves the right to reject the RFP of any Vendor failing to submit samples as requested. Samples must be plainly marked with name of vendor, RFP number and date of the RFP opening. Samples of the successful Vendors may be retained for comparison with deliveries. Vendors may pick up samples (if not destroyed by test) on notice from the Executive Director of Purchasing. If not picked up within fifteen (15) calendar days after date of such notice,

INTRODUCTION AND BACKGROUND OVERVIEW

samples may be disposed of by the District. Vendors (or their agent) hereby assume all risks of loss or damage to samples whatever the cause.

Quantity and Quality of Materials or Services– The successful Vendors shall furnish and deliver the quantities designated in the RFP or purchase order. All materials, supplies or services furnished under the contract shall be in accordance with the RFP specifications and the District’s sample or the sample furnished by the Vendors and accepted by the District. When a sample is taken from a shipment and sent to a laboratory for testing and the test shows that the sample does not comply with the RFP specifications, the cost of such test shall be paid by the Vendor(s). The Vendor certifies that all materials conform to all applicable requirements of CAL OSHA and all other requirements of law. All items of equipment and individual components, where applicable standards have been established, shall be listed by the Underwriter Laboratories, Inc., and bear the UL label.

Material Safety Data Sheets – For all products requiring a Material Safety Data Sheet – The District requires that a Material Safety Data Sheet accompany all orders at the time of delivery.

Severability – If any provisions of this agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.

Amendments – The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties.

Entire Agreement – This RFP and all attachments thereto constitutes the entire agreement between the parties. There are no understandings, agreements, representations or warranties, express or implied, not specified in the Agreement. Vendor, by the execution of his/her signature on the RFP Form acknowledges that he/she has and read this Agreement, understands it, and agrees to be bound by its terms and conditions.

Force Majeure Clause – The parties to the contract shall be excused from performance thereunder during the time and to the extent that they are prevented from obtaining, delivering or performing by act of God, fire, strike, loss or shortage of transportation facilities, lockout, or commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to the other party, provided that it is satisfactorily established that the nonperformance is not due to the fault or neglect of the party not performing.

Hold Harmless Clause – The successful Vendor agrees to indemnify, defend and save harmless Fresno Unified School District, its governing board, related divisions and entities, officers, agents, and employees from and against any and all claims, demands, losses, defense costs, or liability of any kind or nature which the District, it’s officers, agents, and employees may sustain or injure or which may be imposed upon them for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with the Vendor or Vendor’s agents, employees or subcontractor’s performance under the terms of this contract, expecting only liability arising out of the sole negligence of the District.

INTRODUCTION AND BACKGROUND OVERVIEW

Prevailing Law – In the event of any conflict or ambiguity between these instructions and state or federal law or regulations, the latter shall prevail. Additionally, all equipment to be supplied or services to be performed under the RFP proposal shall conform to all applicable requirements of local, state and federal law.

Governing Law and Venue – In the event of litigation, the RFP documents, specifications and related matters shall be governed by and construed only in accordance with the laws of the State of California. Venue shall only be with the appropriate state or federal court located in Fresno County.

Permits and Licenses – The successful Vendors and all of his employees or agents shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishing of materials, articles or services herein listed. All operations and materials shall be in accordance with law.

Anti-discrimination – It is the policy of the Fresno Unified School District Board of Education, that in connection with all work performed under Purchasing Contracts there shall be no discrimination against any prospective or active employee engaged in the work because of sexual orientation, physical and mental disability, medical conditions, marital status, age, pregnancy, veteran status, gender, race, color, ancestry, national origin, sex, or religious creed. Therefore, the Vendor agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act. In addition, the successful Vendors agree to require like compliance by all subcontractors employed on the work by him.

INTRODUCTION AND BACKGROUND OVERVIEW

4. GENERAL DEFINITION OF PRODUCTS AND/OR SERVICES

This Solicitation is to establish a nationwide master agreement for the acquisition of the following products. The category descriptive examples below are not to be considered restrictive, but rather, provide a general, non-inclusive, description of the category.

The intent is for each Supplier to submit their **complete line of Cleaning Supplies, Equipment and Custodial Related Products, Services and Solutions** so that Participating Public Agencies may order a wide array of products, services and solutions as appropriate for their needs.

A. Cleaning Supplies

- CATEGORY 1: **CHEMICALS**
Air care and odor control, carpet care chemicals, chemical management systems, disinfectants/pest control, floor care chemicals, general purpose chemicals, glass cleaners, industrial and bench maintenance chemicals, institutional products, polishes, restroom cleaners, specialty chemicals, and other miscellaneous cleaning chemicals.
- CATEGORY 2: **SKIN CARE**
Liquid soap, paste soap, foam soap, hand sanitizer, antibacterial wash, general skin and body cleanser, and dispensers.
- CATEGORY 3: **PAPER TOWELS/ISSUES/WIPERS**
Facial tissue, seat covers, toilet tissue, towels, wipers, dispensers, and food service products.
- CATEGORY 4: **SANITARY MAINTENANCE**
Brooms and dust pans, brushes, can liners, dispensing equipment, floor and hand pads, material handling, mopping supplies, feminine hygiene, squeegees and scrapers, and waste receptacles.
- CATEGORY 5: **SAFETY HAZARD SUPPLIES**
Gloves, dust masks, shoe covers, disposable aprons, hair covers, safety treads, goggles, signs and barriers.
- CATEGORY 6: **MISCELLANEOUS CLEANING SUPPLIES**
Any additional cleaning supplies offered by Supplier.

B. Related Custodial Products, Services and Solutions

The complete range of Related Cleaning Products, Services and Solutions offered by Supplier.

C. Cleaning and Maintenance Equipment

A complete selection of outdoor cleaning equipment, walk-behind scrubbers, rider scrubbers, scrubber-sweepers, rider sweepers, walk-behind sweepers and floor machines,

INTRODUCTION AND BACKGROUND OVERVIEW

burnishers, carpet extractors, vacuums, and any other cleaning and maintenance equipment offered by Supplier.

D. Related Cleaning and Maintenance Equipment Services and Solutions

The complete range of Related Cleaning and Maintenance Equipment Services and Solutions offered by Supplier, including financing services for equipment purchases and equipment leasing programs.

INTRODUCTION AND BACKGROUND U.S. COMMUNITIES

1. ABOUT U.S. COMMUNITIES

U.S. Communities Government Purchasing Alliance (herein “U.S. Communities”) assists Participating Public Agencies reduce the cost of purchased goods through strategic sourcing that combines the volumes and the purchasing power of public agencies nationwide. This is accomplished through an award of competitively solicited contracts for high quality products and services by large and well recognized public agencies (herein “Lead Public Agencies”). The contracts provide for use by not only the respective Lead Public Agency, but also by other Participating Public Agencies.

National Sponsors

U.S. Communities is jointly sponsored by the National Association of Counties (NACo), the National League of Cities (NLC), the Association of School Business Officials International (ASBO), the United States Conference of Mayors (USCM) and the National Governors Association (NGA) (herein “National Sponsors”).

Advisory Board

The U.S. Communities Advisory Board is made up of key government purchasing officials from across the United States.

Each Advisory Board Member is expected to actively participate in product proposals and selection, participate in policy direction, and share expertise and purchasing innovations.

Current U.S. Communities Advisory Board Members

Auburn University, AL	Great Valley School District, PA
Beaverton School District, OR	Harford County Public Schools, MD
City and County of Denver, CO	Hennepin County, MN
City of Chicago, IL	Los Angeles County, CA
City of El Paso, TX	Maricopa County, AZ
City of Houston, TX	Miami-Dade County, FL
City of Kansas City, MO	Nassau BOCES, NY
City of Los Angeles, CA	North Carolina State University, NC
City of Ocean City, NJ	Onondaga County, NY
City of Seattle, WA	Port of Portland, OR
Cobb County, GA	Prince William County Schools, VA
Denver Public Schools, CO	San Diego Unified School District, CA
Emory University, GA	State of Iowa, IA
Fairfax County, VA	The School District of Collier County
Fresno Unified School District, CA	

Participating Public Agencies

Today more than 55,000 public agencies utilize U.S. Communities contracts and suppliers to procure over \$2.5 Billion Dollars in products and services annually. Each month more than

INTRODUCTION AND BACKGROUND U.S. COMMUNITIES

500 new public agencies register to participate. The continuing rapid growth of public agency participation is fueled by the program's proven track record of providing public agencies unparalleled value.

The Supplier(s) must communicate directly with any Participating Public Agency concerning the placement of orders, issuance of the purchase order, contractual disputes, invoicing, and payment.

Fresno Unified School District is acting as "Contracting Agent" for the Participating Public Agencies and shall **not** be held liable for any costs, damages, expenses, fees, liabilities, etc. incurred by any other Participating Public Agency.

Each Participating Public Agency enters into a Master Intergovernmental Cooperative Purchasing Agreement (MICPA) outlining the terms and conditions that allow access to the Lead Public Agencies' Master Agreements. Under the terms of the MICPA, the procurement by the Participating Public Agency shall be construed to be in accordance with, and governed by, the laws of the state in which the Participating Public Agency resides. A copy of the MICPA is attached as Appendix A.

Estimated Volume

The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$150 Million Dollars annually. This estimate is based on the anticipated volume of the Lead Public Agency, the U.S. Communities Advisory Board members, and current sales within the U.S. Communities program. While there is no minimum quantity of products required to be purchased under the proposed Master Agreement, Fresno Unified School District and the U.S. Communities Advisory Board Members are committed to utilizing the Master Agreement. The Advisory Board members shall determine if the Master Agreement is of value to their agency, and will promote the Master Agreement among other public agencies nationwide and internationally. The Advisory Board in 2016 purchased more than \$168 Million Dollars of products and services from existing U.S. Communities contracts.

Marketing Support

U. S. Communities provides marketing support for each Supplier's products through the following:

- National Sponsors as referenced above.
- State Associations of Counties, Schools and Municipal Leagues.
- Administrative and marketing personnel that directly promote the U.S. Communities Suppliers to Participating Public Agencies through public agency meetings, direct mail, national publications, annual meetings and a network of K-12, City, County, Higher Education and State Associations.
- U.S. Communities provides Suppliers government sales training, and a host of online marketing and sales management tools to effectively increase sales through U.S. Communities.

INTRODUCTION AND BACKGROUND U.S. COMMUNITIES

Multiple Awards

Multiple awards may be issued as a result of the solicitation. Multiple Awards will ensure that any ensuing Master Agreements fulfill current and future requirements of the diverse and large number of Participating Public Agencies.

Fresno Unified School District reserves the right to award the contract in the aggregate, by section, multiple award, primary, secondary, and tertiary, whichever is in the best interest of the School District and Participating Public Agencies as a result of this solicitation.

Evaluation of Proposals

Proposals will be evaluated by the Lead Public Agency in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices.

U.S. Communities Advisory Board members and other Participating Public Agencies will assist the Lead Public Agency in evaluating proposals. The Supplier(s) that respond(s) affirmatively meets the requirements of this Request for Proposal and provides the best overall value will be eligible for a contract award. U.S. Communities reserves the right to make available or not make available Master Agreements awarded by a Lead Public Agency to Participating Public Agencies.

Format of Proposals

Respondents should provide their response in a single document that includes page numbers so evaluators can easily reference sections of the response. Information should be organized in the same way as the RFP is structured, meaning each question in the RFP should be shown, directly followed by the proposer's response.

SUPPLIER QUALIFICATIONS AND COMMITMENTS

1. SUPPLIER QUALIFICATIONS AND COMMITMENTS

Commitments

U.S. Communities views the relationship with an awarded Supplier as an opportunity to provide maximum benefit to both the Participating Public Agencies and to the Supplier.

The successful foundation of the partnership requires commitments from both U.S. Communities and the Supplier. U.S. Communities requires the Supplier to make the four commitments set forth below (Corporate, Pricing, Economy, Sales) to ensure that Supplier is providing the highest level of public benefit to Participating Public Agencies:

(a) **Corporate Commitment.**

(i) The pricing, terms and conditions of the Master Agreement shall, at all times, be Supplier's primary contractual offering of Products and Services to Public Agencies. All of Supplier's direct and indirect marketing and sales efforts to Public Agencies shall demonstrate that the Master Agreement is Supplier's primary offering and not just one of Supplier's contract options.

(ii) Supplier's sales force (including inside, direct and/or authorized dealers, distributors and representatives) shall always present the Master Agreement when marketing Products or Services to Public Agencies.

(iii) Supplier shall advise all Public Agencies that are existing customers of Supplier as to the pricing and other value offered through the Master Agreement.

(iv) Upon authorization by a Public Agency, Supplier shall transition such Public Agency to the pricing, terms and conditions of the Master Agreement.

(v) Supplier shall ensure that the U.S. Communities program and the Master Agreement are actively supported by Supplier's senior executive management.

(vi) Supplier shall provide a national/senior management level representative with the authority and responsibility to ensure that the Supplier's Commitments are maintained at all times. Supplier shall also designate a lead referral contact person who shall be responsible for receiving communications from U.S. Communities concerning new Participating Public Agency registrations and for ensuring timely follow-up by Supplier's staff to requests for contact from Participating Public Agencies. Supplier shall also provide the personnel necessary to implement and support a supplier-based internet web page dedicated to Supplier's U.S. Communities program and linked to U.S. Communities' website and shall implement and support such web page.

(vii) Supplier shall demonstrate in its procurement solicitation response and throughout the term of the Master Agreement that national/senior management fully supports the U.S. Communities program and its commitments

SUPPLIER QUALIFICATIONS AND COMMITMENTS

and requirements. National/Senior management is defined as the executive(s) with companywide authority.

(viii) Where Supplier has an existing contract for Products and Services with a state, Supplier shall notify the state of the Master Agreement and transition the state to the pricing, terms and conditions of the Master Agreement upon the state's request. Regardless of whether the state decides to transition to the Master Agreement, Supplier shall primarily offer the Master Agreement to all Public Agencies located within the state.

(b) **Pricing Commitment.**

(i) Supplier represents to U.S. Communities that the pricing offered under the Master Agreement is the lowest overall available pricing (net to purchaser) on Products and Services that it offers to Public Agencies. Supplier's pricing shall be evaluated on either an overall project basis or the Public Agency's actual usage for more frequently purchased Products and Services.

(ii) **Contracts Offering Lower Prices.** If a pre-existing contract and/or a Public Agency's unique buying pattern provide one or more Public Agencies a lower price than that offered under the Master Agreement, Supplier shall match that lower pricing under the Master Agreement and inform the eligible Public Agencies that the lower pricing is available under the Master Agreement. If an eligible Public Agency requests to be transitioned to the Master Agreement, Supplier shall do so and report the Public Agency's purchases made under the Master Agreement going forward. The price match only applies to the eligible Public Agencies. Below are three examples of Supplier's obligation to match the pricing under Supplier's contracts offering lower prices.

(A) Supplier holds a state contract with lower pricing that is available to all Public Agencies within the state. Supplier would be required to match the lower state pricing under the Master Agreement and make it available to all Public Agencies within the state.

(B) Supplier holds a regional cooperative contract with lower pricing that is available only to the ten cooperative members. Supplier would be required to match the lower cooperative pricing under the Master Agreement and make it available to the ten cooperative members.

(C) Supplier holds a contract with an individual Public Agency. The Public Agency contract does not contain any cooperative language and therefore other Public Agencies are not eligible to utilize the contract. Supplier would be required to match the lower pricing under the Master Agreement and make it available only to the individual Public Agency.

(iii) **Deviating Buying Patterns.** Occasionally U.S. Communities and Supplier may interact with a Public Agency that has a buying pattern or terms and conditions that considerably deviate from the normal Public Agency buying

SUPPLIER QUALIFICATIONS AND COMMITMENTS

pattern and terms and conditions, and causes Supplier's pricing under the Master Agreement to be higher than an alternative contract held by Supplier. This could be created by a unique end-user preference or requirements. In the event that this situation occurs, Supplier may address the issue by lowering the price under the Master Agreement on the item(s) causing the large deviation for that Public Agency. Supplier would not be required to lower the price for other Public Agencies.

(iv) Supplier's Options in Responding to a Third Party Procurement Solicitation. While it is the objective of U.S. Communities to encourage Public Agencies to piggyback on to the Master Agreement rather than issue their own procurement solicitations, U.S. Communities recognizes that for various reasons some Public Agencies will issue their own solicitations. The following options are available to Supplier when responding to a Public Agency solicitation:

(A) Supplier may opt not to respond to the procurement solicitation. Supplier may make the Master Agreement available to the Public Agency as a comparison to its solicitation responses.

(B) Supplier may respond with the pricing, terms and conditions of the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement.

(C) If competitive conditions require pricing lower than the standard Master Agreement pricing, Supplier may submit lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement. Supplier would not be required to extend the lower price to other Public Agencies.

(D) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement. If awarded a contract, Supplier shall still be bound by all obligations set forth in this Section 3.3, including, without limitation, the requirement to continue to advise the awarding Public Agency of the pricing, terms and conditions of the Master Agreement.

(E) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement and if an alternative response is permitted, Supplier may offer the pricing under the Master Agreement as an alternative for consideration.

(c) Economy Commitment. Supplier shall demonstrate the benefits, including the pricing advantage, of the Master Agreement over alternative options, including competitive solicitation pricing and shall proactively offer the terms and pricing under the Master Agreement to Public Agencies as a more effective alternative to the cost and time associated with such alternate bids and solicitations.

SUPPLIER QUALIFICATIONS AND COMMITMENTS

(d) **Sales Commitment.** Supplier shall market the Master Agreement through Supplier's sales force or dealer network that is properly trained, engaged and committed to offering the Master Agreement as Supplier's primary offering to Public Agencies. Supplier's sales force compensation and incentives shall be greater than or equal to the compensation and incentives earned under other contracts to Public Agencies.

(i) **Supplier Sales.** Supplier shall be responsible for proactive sales of Supplier's Products and Services to Public Agencies and the timely follow-up to sales leads identified by U.S. Communities. Use of product catalogs, targeted advertising, direct mail, online marketing and other sales initiatives are encouraged. All of Supplier's sales materials targeted towards Public Agencies shall include the U.S. Communities logo. U.S. Communities hereby grants to Supplier, during the term of this Agreement, a non-exclusive, revocable, non-transferable, license to use the U.S. Communities name, trademark, and logo solely to perform its obligations under this Agreement, and for no other purpose. Any goodwill, rights, or benefits derived from Supplier's use of the U.S. Communities name, trademark, or logo shall inure to the benefit of U.S. Communities. U.S. Communities shall provide Supplier with its logo and the standards to be employed in the use of the logo. During the term of the Agreement, the Supplier shall provide U.S. Communities with its logo and the standards to be employed in the use of the logo for purposes of reproducing and using Supplier's name and logo in connection with the advertising, marketing and promotion of the Master Agreement to Public Agencies. Supplier shall assist U.S. Communities by providing camera-ready logos and by participating in related trade shows and conferences. At a minimum, Supplier's sales initiatives shall communicate that (i) the Master Agreement was competitively solicited by the Lead Public Agency, (ii) the Master Agreement provides the Supplier's best overall pricing and value to eligible agencies, (iii) there is no cost to Participating Public Agencies, and (iv) the Master Agreement is a non-exclusive contract.

(ii) **Branding and Logo Compliance.** Supplier shall be responsible for complying with the U.S. Communities branding and logo standards and guidelines. Prior to use by Supplier, all U.S. Communities related marketing material must be submitted to U.S. Communities for review and approval.

(iii) **Sales Force Training.** Supplier shall train its national sales force on the Master Agreement and U.S. Communities program. U.S. Communities shall be available to train on a national, regional or local level and generally assist with the education of sales personnel.

(iv) **Participating Public Agency Access.** Supplier shall establish the following communication links to facilitate customer access and communication:

(A) A dedicated U.S. Communities internet web-based homepage that is accessible from Supplier's homepage or main menu navigation containing:

SUPPLIER QUALIFICATIONS AND COMMITMENTS

- (1) U.S. Communities standard logo with Founding Co-Sponsors logos;
- (2) Copy of original procurement solicitation;
- (3) Copy of Master Agreement including any amendments;
- (4) Summary of Products and Services pricing;
- (5) Electronic link to U.S. Communities' online registration page; and
- (6) Other promotional material as requested by U.S. Communities.

(B) A dedicated toll-free national hotline for inquiries regarding U.S. Communities.

(C) A dedicated email address for general inquiries in the following format: uscommunities@(name of supplier).com.

(v) Electronic Registration. Supplier shall be responsible for ensuring that each Public Agency has completed U.S. Communities' online registration process prior to processing the Public Agency's first sales order.

(vi) Supplier's Performance Review. Upon request by U.S. Communities, Supplier shall participate in a performance review meeting with U.S. Communities to evaluate Supplier's performance of the covenants set forth in this Agreement.

(vii) Supplier Content. Supplier may, from time to time, provide certain graphics, media, and other content to U.S. Communities (collectively "Supplier Content") for use on U.S. Communities websites and for general marketing and publicity purposes. During the term of the Agreement, Supplier hereby grants to U.S. Communities and its affiliates a non-exclusive, worldwide, free, transferrable, license to reproduce, modify, distribute, publically perform, publically display, and use Supplier Content in connection with U.S. Communities websites and for general marketing and publicity purposes, with the right to sublicense each and every such right. Supplier warrants that: (a) Supplier is the owner of or otherwise has the unrestricted right to grant the rights in and to Supplier Content as contemplated hereunder; and (b) the use of Supplier Content and any other materials or services provided to U.S. Communities as contemplated hereunder will not violate, infringe, or misappropriate the intellectual property rights or other rights of any third party.

SUPPLIER QUALIFICATIONS
AND COMMITMENTS

U.S. Communities Administration Agreement

The Agreement outlines the Supplier's general duties and responsibilities in implementing the U.S. Communities contract.

The Supplier is required to execute the U.S. Communities Administration Agreement unaltered (attached hereto as Appendix B) and submit with the supplier's proposal without exception or alteration. Failure to do so may result in disqualification.

SUPPLIER WORKSHEET FOR NATIONAL PROGRAM CONSIDERATION

Suppliers are required to meet specific qualifications. Please respond in the spaces provided after each qualification statement below:

- A. Will pricing for all Products/Services offered be the most competitive pricing offered by your organization to Participating Public Agencies nationally?
 YES____ NO____

- B. Does your company have the ability to provide service to any Participating Public Agencies in the contiguous 48 states and the ability to deliver service in Alaska and Hawaii?
 YES____ *NO____
 (*If no, identify the states where you do not have the ability to provide service to Participating Public Agencies.)

- C. Does your company have a national sales force, dealer network or distributor with the ability to call on Participating Public Agencies in at least 35 U.S. states?
 YES____ *NO____
 (*If no, identify the states where you have the ability to call on Participating Public Agencies.)

- D. Check which applies for your company sales last year in the United States:
 _____ Sales between \$0 and \$25,000,000
 _____ Sales between \$25,000,001 and \$50,000,000
 _____ Sales between \$50,000,001 and \$100,000,000
 _____ Sales greater than \$100,000,001

- E. Does your company have existing capacity to provide electronic and ecommerce ordering and billing?
 YES____ NO____

- F. Will your company assign a dedicated Senior Management level Account Manager to support the resulting U.S. Communities program contract?
 YES____ NO____

- G. Does your company maintain records of your overall Participating Public Agencies' sales that you can and will share with U.S. Communities to monitor program implementation progress?
 YES____ NO____

- H. Will your company commit to the following program implementation schedule?
 YES____ NO____

- I. Will the U.S. Communities program contract be your lead public offering to Participating Public Agencies?
 YES____ NO____

Submitted by: _____


 (Printed Name)

 (Signature)

 (Title)

 (Date)

NEW SUPPLIER IMPLEMENTATION CHECKLIST

 U.S. COMMUNITIES	New Supplier Implementation Checklist	Target Completion After Award
1. First Conference Call		One Week
Initial Kick Off Call to discuss expectations		
Set Contract Launch Date & Outline Kick Off Plan		
Establish initial contact people & roles/responsibilities		
Supplier Log-In Credentials established		
Set Agency Webinar Dates		
2. Executed Legal Documents		One Week
U.S. Communities Admin Agreement		
Lead Public Agency agreement signed		
3. Program Contact Requirements		One Week
Supplier contacts communicated to U.S. Communities Staff		
Dedicated email		
Dedicated toll free number		
4. Second Conference Call		Two Weeks
Establish Sales Training Webinar Dates		
Complete Supplier Set Up Form		
Complete User Account and User ID Form		
Identify Dates for Senior Management Meeting		
Review Contract Commitments		
5. Marketing Kick Off Call		Two Weeks
Overview of Marketing Requirements		
Establish Timeline for Marketing Deliverables		
Set Weekly Marketing Call		
Discuss Agency Webinar Slides & Set Timeframe for Deliverables		
6. Initial NAM & Staff Training Meetings		Three Weeks
Discuss expectations, roles & responsibilities		
Introduce and review web-based tools		
Review process & expectations of Lead Referral contact with NAM & identified LRC		
7. Senior Management Meeting		Four Weeks
Implementation Process Progress Report		
U.S. Communities & Vendor Organizational Overview		
Supplier Manager to review & further discuss commitments		
8. Review Top Joint Target Opportunities		Five Weeks
Top 10 Local Contracts		
Review top U.S. Communities PPA's		
9. Web Development		
Initiate E-Commerce Conversation		Two Weeks
Product Upload to U.S. Communities site		Five Weeks
10. Sales Training & Roll Out		
Program Manager briefing - Coordinate with NAM		Five Weeks
Initial remote WebEx training for all sales - Coordinate with NAM		Three Weeks
Initiate contact with Advisory Board (AB) members		Six Weeks
Determine PM & Local Metro teams strategy sessions		Six Weeks
11. Marketing – see marketing deliverables checklist as reviewed with marketing contact		Eight Weeks
12. Agency Webinars		Post Launch

SUPPLIER INFORMATION

Please respond to the following requests for information about your company:

National Commitments

1. Please provide a written narrative of your understanding and acceptance of the Supplier Qualifications and Commitments.

Company

2. Provide the total number and location of sales persons employed by your company in the United States.

Example:

NUMBER OF SALES REPRESENTATIVES	CITY	STATE
13	Phoenix	AZ
6	San Francisco	CA
10	Atlanta	GA
12	Boise	ID
6	Lexington	KY
5	New Orleans	LA
3	Philadelphia	PA
	Etc.	Etc.
Total: 366		

3. Please provide a narrative of how these sales people would be used to market the contract to eligible agencies across the country. Please describe what you have in place today and your future plans, if you were awarded the contract.
4. Provide the company annual sales for 2014, 2015 and 2016 in the United States; Sales reporting should be segmented into the following categories:

SUPPLIER INFORMATION

SUPPLIER ANNUAL SALES IN THE UNITED STATE FOR 2014, 2015, AND 2016			
Segment	2014 Sales	2015 Sales	2016 Sales
Cities			
Counties			
K-12 (Pubic/Private)			
Higher Education (Public/Private)			
States			
Other Public Sector and Nonprofits			
Federal			
Private Sector			
Total Supplier Sales			

5. For the **proposed products and services included in the scope of your response**, provide annual sales for 2014, 2015 and 2016 in the United States. Sales reporting should be segmented into the following categories:

SUPPLIER ANNUAL SALES IN THE UNITED STATE FOR 2014, 2015, AND 2016			
Segment	2014 Sales	2015 Sales	2016 Sales
Cities			
Counties			
K-12 (Pubic/Private)			
Higher Education (Public/Private)			
States			
Other Public Sector and Nonprofits			
Federal			
Private Sector			
Total Supplier Sales			

6. Provide a list of your company's ten largest public agency customers, including contact information.

Distribution

1. Describe how your company proposes to distribute the Products nationwide.
2. Identify all other companies that will be involved in processing, handling or shipping the Product to the end user.
3. Provide the number, size and location of your company's distribution facilities, warehouses and retail network as applicable.
4. Provide the number and location of support centers (if applicable).

SUPPLIER INFORMATION

5. If applicable, describe your company's ability to do business with manufacturer/dealer/distribution organizations that are either small or MWBE businesses as defined by the Small Business Administration.
 - a. If applicable, describe other ways your company can be sensitive to a Participating Public Agency's desire to utilize local and/or MWBE companies, such as number of local employees and offices in a particular geographic area, companies your firm is using that may be local (i.e. local delivery truck company), your company's diversity of owner employees, etc.
 - b. If applicable, provide details on any products or services being offered by your company where the manufacturer or service provider is either a small or MWBE business as defined by the Small Business Administration. Provide product/service name, company name and small/MWBE designation.

Marketing

1. Outline your company's sales and marketing plan for marketing the Products and Services to eligible agencies nationwide.
2. Explain how your company will educate its national sales force about the Master Agreement.
3. Explain how your company will market and transition the Master Agreement into the primary offering to Participating Public Agencies. How will your organization differentiate the new agreement from existing contracts you may have today?

National Staffing Plan

1. Please identify the key personnel who will lead and support the implementation period of the contract outlined in the New Supplier Implementation Checklist, along with the amount of time to be devoted to implementation.
2. Identify the key personnel who are to be engaged in this contract throughout the term of the contract, including each of the roles described below:

<u>Role</u>	<u>Description of Role</u>	<u>Person Responsible</u>	<u>Time Commitment (%)</u>
Executive Sponsor	Responsible for the corporate commitment. Works with Supplier Manager.		

SUPPLIER INFORMATION

National Account Manager	Responsible for sales efforts and training of sales people across the country. Works daily with Program Managers and Supplier Manager.		
Lead Referral Manager	Responsible for distributing leads generated through the USC website.		
Marketing Lead	Responsible for all marketing efforts. Works with USC marketing regularly.		
IT Lead	Responsible for building USC landing page for supplier.		
Reporting Lead	Responsible for providing monthly reports to USC.		

3. Provide an organizational chart of your company.
4. Submit the a bio or resume for each of the below personnel:
 - a. The person your company proposes to serve as the National Accounts Manager,
 - b. Each person that will be dedicated full time to U.S. Communities account management, and
 - c. Key executive personnel that will be supporting the program.

Products, Services and Solutions

1. Provide a description of the Products, Services and Solutions to be provided by the major product category set forth in Introduction and Background Overview, Section 4, General Definition of Products and/or Services, of the RFP. The primary objective is for each Supplier to provide its complete product, service and solutions offerings so that Participating Public Agencies may order a range of product as appropriate for their needs.
2. State your normal delivery time (in days) and any options for expediting delivery.
3. State backorder policy. Do you fill or kill order and require Participating Public Agency to reorder if item is backordered?
4. State restocking fees and procedures for returning products.
5. Specify guaranteed fill rate by product category specified in Section 4, General Definition of Products and/or Services.

SUPPLIER INFORMATION

6. Describe any special programs that your company offers that will improve customers' ability to access Products, on-time delivery or other innovative strategies.
7. Describe the capacity of your company to broaden the scope of the contract and keep the product offerings current and ensure the latest products, standards and technology for Cleaning Supplies, Equipment and Custodial Related Products, Services and Solutions.
8. Describe your firm's ability to provide on-line training for those using the products you sell, such as training sessions around Restroom Care, Equipment Care, Economical Use of Chemicals, Safety Procedures in the Use of Equipment and Chemicals, etc. Please list the topics you are able to offer.
9. Describe your firm's ability to provide real-time reporting to track the training of individuals enrolled in any training program offered.
10. Does your firm have an on-line, customizable building cleaning tracking and reporting capability? If yes, please describe this tool.
11. Does your firm offer an inventory management solution? If so, please provide a detailed description of the solution and the implementation process for a public agency. Please detail the cost of such a solution.
12. Describe any equipment leasing programs or financing options for equipment purchases offered by your company.

Administration

1. Describe your company's normal order processing procedure from point of customer contact through delivery and billing. Additionally, please provide the following:
 - a. In what formats do you accept orders (telephone, ecommerce, etc.)?
 - b. Please state if you use a single system or platform for all phases of ordering, processing, delivery and billing.
2. State which forms of ordering allow the use of a procurement card and the accepted banking (credit card) affiliation.
3. Describe your company's ecommerce capabilities:
 - a. Include details about your company's ability to create punch out sites and accept orders electronically (cXML, OCI, etc.).
 - b. Provide detail on where your company has integrated with a public agency's ERP (Oracle, Infor Lawson, SAP, etc.) system in the past and include some details about the resources you have in place to support these integrations. List, by ERP provider, the following information: name of public agency, ERP system used, "go live" date, net sales per calendar year since "go live", and percentage of agency sales being processed through this connection.

SUPPLIER INFORMATION

4. Describe any existing multi-state cooperative purchasing programs, including the entity's name(s), contact person(s), contact information, contract term (including contract options) and annual volume by year for each of the last three years.
5. Describe your ability to provide customized reports (i.e. commodity histories, purchase histories by department, green spend, etc.) for each Participating Public Agency.

Environmental

1. Provide a brief description of any company environmental initiatives, including your company's environmental policies and/or strategies, your investments in being an environmentally preferable product leader, and any resources dedicated to your environmental strategy, including staff.
2. Describe your company's process for defining, verifying, and labeling green/sustainable products and services in your offering. Explain how you help public agencies navigate toward the green products in your offering through website filters, keyword searches, displaying eco-logos, etc.
3. Please indicate if you have any products in your offering that have any third-party environmental certifications, such as:
 - a. Biodegradable Products Institute (e.g., compostable bags, food service ware, etc.)
 - b. Consortium for Energy Efficiency (lamps)
 - c. Cradle to Cradle (e.g., building materials, construction adhesives, paint)
 - d. Design Lights Consortium (e.g., LED lighting equipment)
 - e. ENERGY STAR (e.g., appliances, HVAC and lighting equipment)
 - f. Green Seal (e.g., cleaners, hand soap, janitorial paper products, paint)
 - g. Master Painters Institute (MPI) Green Performance Standard (paints and coatings)
 - h. NEMA Premium Efficiency (e.g., motors, ballasts)
 - i. Scientific Certification Systems (SCS) FloorScore (e.g., carpet, flooring, flooring adhesives, underlayment, etc.)
 - j. Scientific Certification Systems (SCS) Indoor Advantage (building materials, furniture, etc.)
 - k. UL GREENGUARD (adhesives, flooring, insulation, sealants, etc.);
 - l. UL EcoLogo (cleaners, deodorizers, hand soaps and sanitizers, floor polish and strippers, etc.)
 - m. USDA Biobased (lubricants, building materials, etc.)
 - n. US EPA Safer Choice (cleaners, hand soaps, deicers, floor maintenance chemicals)
 - o. WaterSense (water efficient fixtures, toilets, etc.)
4. Describe your company's recycling services. Describe any buy back or take back options offered for products sold on this contract such as batteries, mercury-containing equipment, paint, chemicals, etc. Describe your company's efforts to reduce or reuse packaging (or avoid difficult-to-recycle packaging such as polystyrene foam) and minimize the environmental footprint in the shipping process.

SUPPLIER INFORMATION

5. What percentage of your offering is environmentally preferable and what are your plans to improve this offering?

Financial Statements

1. Submit your current Federal Identification Number and latest Dun & Bradstreet report.
2. Please include an audited income statement and balance sheet from the most recent reporting period in your proposal.

Additional Information

Please use this opportunity to describe any/all other features, advantages and benefits of your organization that you feel will provide additional value and benefit to a Participating Public Agency.

GENERAL INFORMATION

1. SCOPE OF CONTRACT:

1.1. The purpose of this Request for Proposal is to solicit sealed proposals to establish a cooperative contract or contracts for Cleaning Supplies, Equipment and Custodial Related Products, Services and Solutions for Fresno Unified School District, California and on behalf of all states, local governments, school districts, and higher education institutions in the United States of America, and other governmental agencies and nonprofit organizations.

2. PRE-PROPOSAL CONFERENCE:

2.1. A pre-proposal conference will be held on April 11th, 2017 at 11:00 A.M. local time at FUSD Purchasing Department 4498 N. Brawley Avenue, Fresno, California. The conference is not mandatory. Interested proposers are strongly encouraged to attend.

3. CONTRACT PERIOD AND RENEWAL:

3.1. The term of the contract will be for three (3) years following the contract award date.

3.2. Fresno Unified School District may, at its option, renew the term of this Contract up to a maximum of two (2) years, one (1) year at a time (or at Fresno Unified School District's sole discretion, extend the contract on a month to month basis for a maximum of six (6) months after expiration). The Contractor shall be notified in writing by the District's Purchasing Department of its intention to extend the contract term at least thirty (30) calendar days prior to the expiration of the original contract term.

3.3. Any requests for reasonable price adjustments must be submitted sixty (60) days prior to the Contract annual anniversary date. Requests for adjustment in cost of labor and/or materials must be justified and based upon verifiable criteria such as the Consumer Price Index (CPI-U), U.S. City Averages, or other relevant indices.

3.4. At any time after the date of the Request for Proposal the Contractor makes a general price reduction in the comparable price of any material covered by the contract to customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to this contract for the duration of the contract period (or until the price is further reduced).

4. CALENDAR OF EVENTS (Subject to Change):

<u>Event</u>	<u>Date</u>
Issue RFP	March 27, 2017
Pre-Proposal Conference	April 11, 2017 at 11:00 am PDT
Deadline for receipt of questions via email	April 13, 2017 by 4:00 pm PDT
Issue Addendum/a (if required)	April 19, 2017
Proposal Due Date	May 2, 2017 at 2:00 pm PDT
Approval – Board of Education	July, 2017
Contract Effective Date	January 1, 2018

GENERAL INFORMATION

5. TECHNICAL PROPOSAL INSTRUCTIONS:

- 5.1. The Proposer must submit the Technical Proposal in a separate binder containing the following information. This information will be considered the minimum content of the proposal. Proposal contents shall be arranged in the same order and identified with headings as presented herein. It is required that two (2) hard copies and five (5) electronic copies of the technical proposal be provided. Electronic copies should be provided in thumb drive format. The Proposer must include a notarized statement that the thumb drive version is a true copy of the printed version.

Electronic/soft copies submitted must be certified free of viruses, malware, Trojans, worms, rootkits, spyware, adware, etc. Those who submit electronic/soft copies that contain viruses, malware, Trojans, worms, rootkits, spyware, adware, etc. may be liable for resulting damages.

- 5.2. The Proposer must submit the Technical Proposal in a separate binder containing the following information divided by tabs:

Tab 1 – COVER LETTER: The cover letter will provide a brief history of the Proposer and its organization. The letter will indicate the principal or officer of the Proposer organization who will be the District’s primary point of contact during negotiations. This individual must have the authority to negotiate all aspects on the scope of products, services and solutions on behalf of the Proposer. An officer authorized to bind the Proposer to the terms and conditions of this RFP must sign the cover letter transmitting the proposal.

Tab 2 - EXECUTIVE SUMMARY: The Proposer will provide an Executive Summary that presents in brief, concise terms a summary level description of the contents of the Proposal.

Tab 3 – PROPOSER PROFILE: The Proposer must provide a profile of its organization and all other companies who will be providing products or services through a dealer or distribution arrangement with the Proposer. At a minimum, the Proposer will provide the following information.

- Name of firm submitting proposal
- Main office address
- If a corporation, when and where incorporated
- Number of years in business
- Total number of employees
- Appropriate Federal, State, and County registration numbers

Tab 4 – PROPOSER INFORMATION:

- a. Supplier Qualifications (Ref. pages 11-16): Proposer must include a narrative of its understanding and acceptance of the Supplier Commitments.
- b. Completed and signed Supplier Worksheet for National Program Consideration (Ref. page 17).
- c. Supplier Information (Ref. pages 19-25)

Tab 5 – STATEMENT OF QUALIFICATIONS:

GENERAL INFORMATION

The Statement of Qualifications must include a description of organizational and staff experience, and resumes of proposed staff.

- a. Organizational and Staff Experience: Proposers must describe their qualifications and experience to perform the work described in this Request for Proposal. Information about experience should include direct experience with the specific subject matter.
- b. References: Provide three (3) references in Attachment A of public agencies where products or services of similar size and scope have been performed in the last twelve (12) months. References must include organization names, addresses, names of contact persons, and telephone numbers for such references.
- c. Personnel: The manufacturing staff and dealer/distribution network staff who may be assigned direct work during this contract should be identified. Information is required which will show the composition of the work group, its specific qualifications, and recent relevant experience. Special mention shall be made of direct technical supervisors and key technical personnel, and approximate percentage of the total time each will be available for this contract.

Tab 6 – FINANCIAL STATEMENTS:

Proposer must provide detailed, audited income statements and balance sheets from four of the most recent reporting periods.

Tab 7 – U.S. COMMUNITIES ADMINISTRATION AGREEMENT, signed, unaltered

6. COST PROPOSAL INSTRUCTIONS:

- 6.1. The Proposer must submit a cost proposal in a separate binder, clearly marked, fully supported by cost and pricing data adequate to establish the reasonableness of the proposed fee.

It is required that two (2) hard copies and five (5) electronic copies of the cost proposal be provided. Electronic copies should be provided in thumb drive format. The Proposer must include a notarized statement that the thumb drive version is a true copy of the printed version.

- a. Provide the pricing using a **fixed percentage** (%) discount off PROPOSER'S CATALOG PRICE LIST, or other objectively verifiable criteria, by product category shown. Proposers should indicate these category discounts in Attachment C. Proposers may add additional categories as needed to those in Attachment C.
- b. Copies of the relevant price lists must be included in the Cost Proposal. Proposer should indicate the frequency with which price lists update. The frequency should not exceed once per year.
- c. Price list should include a column to show product's environmental attributes such as chemical products third party "green" certification, paper products

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percent post-consumer waste and percent total recycled content, can liners HDPE, LLDPE or LDPE designation, etc.

- d. Provide the pricing for all services and solutions using a **mark-up percentage over cost** in Attachment C. Cost shall be substantiated by an actual invoice indicating the amount paid for services or solutions. Proposer may propose alternative methodologies for pricing services if it feels it is in the best interest of Participating Public Agencies.
 - e. Detail any additional pricing incentives in Attachment C that may be available to Participating Public Agencies such as for large volume purchases, prompt payment discounts, or rebates.
 - f. Prices/discounts shall be F.O.B. destination.
 - g. It is the Proposer's responsibility to provide the District and Participating Public Agencies with an up-to-date price list and any necessary brochures, finish material samples or related materials at no charge for the duration of the contract.
- 6.2. The Proposer must submit Sample Pricing in ATTACHMENT B for evaluation purposes only. Pricing shall be based on Proposers fixed percentage discount off its catalog price list or other objectively verifiable criteria. Proposer should not take into consideration any pricing incentives or rebates it is offering through this contract in the pricing provided in Attachment B.

Note: Sample Pricing is not to be construed as Proposer's complete offer nor is it a core list. It is for evaluation purposes only. Proposer's entire catalog list/assortment will be Proposer's offer to Fresno Unified School District and Participating Public Agencies.

7. CONTACT FOR CONTRACTUAL MATERS:

- 7.1. All communications and requests for information and clarifications shall be directed to the following procurement official:

Marisa Thibodeaux, Buyer
 Purchasing Department
 Telephone: 559-457-3584
 E-mail: marisa.thibodeaux@fresnounified.org

- 7.2. No attempt shall be made by any Proposer to contact members of the Evaluation Team or others at the District about this procurement.

8. SUBMISSION OF PROPOSALS:

- 8.1. One (1) original (duly marked) and one (1) hard copy (duly marked) of the Technical proposal and one (1) original (duly marked) and one (1) hard copy (duly marked) of the Cost proposal shall be delivered to the following address in sealed envelopes or packages with the proposal number, title and the Proposers name and address on the outside. In addition, five (5) copies of the Technical proposal and five (5) copies of the

GENERAL INFORMATION

Cost proposal shall be provided in a thumb drive format. The Proposer must include a notarized statement that the thumb drive version is a true copy of the printed version. Electronically stamped delivery receipts are available.

Purchasing Department
4498 N. Brawley Avenue
Fresno, CA 93722
Telephone: 559-457-3588

- 8.2. Proposers are reminded that changes to the Request for Proposal, in the form of Addenda, are often issued. All addenda **MUST** be signed and submitted to the Purchasing Department, 4498 N. Brawley Avenue, Fresno, CA 93722 before the due date/time or must accompany the proposal. Notice of addenda will be posted at www.fresnounified.org/dept/operations/Purch. It is the Proposer's responsibility to monitor the web page for the most current addenda.
- 8.3. It is the Proposer's responsibility to clearly identify and to describe the products and services being offered in response to this Request for Proposal. Proposers are cautioned that organization of their response, as well as thoroughness is critical to the District's evaluation process. The RFP forms must be completed legibly and in their entirety; and all required supplemental information must be furnished and presented in an organized, comprehensive and easy to follow manner.
- 8.4. Unnecessarily elaborate brochures of other presentations beyond that sufficient to present a complete and effective proposal are not desired. Elaborate artwork, expensive paper, bindings, visual and other presentation aids are not required. The District encourages the use of recycled paper, therefore it is urged that proposals be submitted on paper made from or with recycled content and be printed on both sides.
- 8.5. Each hard copy of the proposal shall consist of:
 - a. Cover Sheet
 - b. Technical proposal as required in the General Information section, paragraph 5, **TECHNICAL PROPOSAL INSTRUCTIONS.**
 - c. Cost proposal as required in the General Information section, paragraph 6, **COST PROPOSAL INSTRUCTIONS.**
- 8.6. By executing the cover sheet, Proposer acknowledges that it has read this Request for Proposal, understand it, and agree to be bound by its terms and conditions. Proposals may be submitted by mail or delivered in person.

9. LATE PROPOSALS:

- 9.1. Proposals received in the Purchasing Department after the date and time prescribed shall not be considered for contract award and shall be returned to the Proposer.

10. PERIOD THAT PROPOSALS REMAIN VALID:

GENERAL INFORMATION

10.1. Proposals will remain valid for a period of one-hundred twenty days (120) calendar days after the date specified for receipt of proposals.

11. EVALUATION OF PROPOSAL – SELECTION FACTORS:

The following factors will be considered in the award of this contract:

- 11.1. **PROVEN EXPERIENCE** of the Company's success in providing Cleaning Supplies, Equipment and Custodial Related Products, Services and Solutions on a nationwide and local basis in a timely manner.
- 11.2. Depth of response to **TECHNICAL PROPOSAL INSTRUCTIONS** (Ref. General Information, paragraph 5).
- 11.3. Depth of response to **COST PROPOSAL INSTRUCTIONS** (Ref. General Information, paragraph 6).
- 11.4. Depth of response to **SUPPLIER QUALIFICATIONS AND SUPPLIER INFORMATION**.

12. TRADE SECRET/PROPRIETARY INFORMATION:

- 12.1. Trade secrets or proprietary information submitted by a Proposer in connection with a procurement transaction shall not be subject to public disclosure under the California Public Records Act; however, Proposers must invoke the protections of this section prior to or upon submission of the data or other materials.
- 12.2. The Proposer must identify the data or other materials to be protected and state the reasons why protection is necessary. Disposition of material after award(s) should be stated by the Proposer.

**APPENDIX A
MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT**

This Master Intergovernmental Cooperative Purchasing Agreement (“Agreement”) is made between certain government agencies that execute a Lead Public Agency Certificate (collectively, “Lead Public Agencies”) to be appended and made a part hereof and other government agencies (“Participating Public Agencies”) that agree to the terms and conditions hereof through the U.S. Communities registration process and made a part hereof.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Lead Public Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers (each, a “Contract Supplier”) have entered into Master Agreements with Lead Public Agencies to provide a variety of goods, products and services based on national and international volumes (herein “Products and Services”);

WHEREAS, Master Agreements are made available by Lead Public Agencies through U.S. Communities and provide that Participating Public Agencies may purchase Products and Services on the same terms, conditions and pricing as the Lead Public Agency, subject to any applicable local purchasing ordinances and the laws of the State of purchase;

WHEREAS, the parties desire to comply with the requirements and formalities of any intergovernmental cooperative act, if applicable, to the laws of the State of purchase;

WHEREAS, the parties hereto desire to conserve resources and reduce procurement cost;

WHEREAS, the parties hereto desire to improve the efficiency, effectiveness and economy of the procurement of necessary Products and Services;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties agree as follows:

1. That each party will facilitate the cooperative procurement of Products and Services.
2. That the procurement of Products and Services subject to this Agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules and regulations that govern each party’s procurement practices.
3. That the cooperative use of solicitations obtained by a party to this Agreement shall be in accordance with the terms and conditions of the solicitation, except as modification of those terms and conditions is otherwise allowed or required by applicable law.
4. That the Lead Public Agencies will make available, upon reasonable request and subject to convenience, information which may assist in improving the effectiveness, efficiency and economy of Participating Public Agencies’ procurement of Products and Services.
5. That the Participating Public Agency will make timely payments to the Contract Supplier for Products and Services received in accordance with the terms and conditions of the procurement. Payment, inspections and acceptance of Products and Services ordered by the Participating Public Agency shall be the exclusive obligation of such Participating Public Agency. Disputes between the Participating Public Agency and Contract Supplier are to be resolved in accord with the law and venue rules of the State of purchase.

APPENDIX A
MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

6. The Participating Public Agency shall not use this Agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
7. The Participating Public Agency is solely responsible for ordering, accepting, and paying and any other action, inaction or decision regarding the Products and Services obtained under this Agreement. A Lead Public Agency shall not be liable in any manner for any action or inaction or decisions taken by a Participating Public Agency. The Participating Public Agency shall, to the extent permitted by applicable law, hold the Lead Public Agency harmless from any liability that may arise from action or inaction of the Participating Public Agency.
8. The exercise of any rights or remedies by the Participating Public Agency shall be the exclusive obligation of such Participating Public Agency.
9. This Agreement shall remain in effect until termination by a party giving thirty (30) days prior written notice to U.S. Communities at 2999 Oak Road, Suite 710, Walnut Creek, CA 94597.
10. This Agreement shall become effective after execution of the Lead Public Agency Certificate or Participating Public Agency registration, as applicable.

APPENDIX B
U.S. COMMUNITIES ADMINISTRATION AGREEMENT

This ADMINISTRATION AGREEMENT (“Agreement”) is made as of _____, by and between U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE (“U.S. Communities”) and _____ (“Supplier”).

RECITALS

WHEREAS, _____ (“Lead Public Agency”) has entered into a certain Master Agreement dated as of even date herewith, referenced as Agreement No. _____, by and between Lead Public Agency and Supplier (as amended from time to time in accordance with the terms thereof, the “Master Agreement”) for the purchase of _____ (the “Products and Services”);

WHEREAS, the Master Agreement provides that any state, county, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), other government agency or nonprofit organization (each a “Public Agency” and collectively, “Public Agencies”) may purchase Products and Services at the prices indicated in the Master Agreement upon prior registration with U.S. Communities, in which case the Public Agency becomes a “Participating Public Agency”;

WHEREAS, U.S. Communities has the administrative and legal capacity to administer purchases under the Master Agreement to Participating Public Agencies;

WHEREAS, U.S. Communities serves in an administrative capacity for Lead Public Agency and other lead public agencies in connection with other master agreements offered by U.S. Communities;

WHEREAS, Lead Public Agency desires U.S. Communities to proceed with administration of the Master Agreement on the same basis as other master agreements;

WHEREAS, “U.S. Communities Government Purchasing Alliance” is a trade name licensed by U.S. Communities Purchasing & Finance Agency; and

WHEREAS, U.S. Communities and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, U.S. Communities and Supplier hereby agree as follows:

ARTICLE I

GENERAL TERMS AND CONDITIONS

1.1 The Master Agreement, attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.

1.2 U.S. Communities shall be afforded all of the rights, privileges and indemnifications afforded to Lead Public Agency under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to U.S. Communities under this Agreement including, without limitation, Supplier’s obligation to provide insurance and indemnifications to Lead Public Agency.

APPENDIX B
U.S. COMMUNITIES ADMINISTRATION AGREEMENT

1.3 Supplier shall perform all duties, responsibilities and obligations required under the Master Agreement.

1.4 U.S. Communities shall perform all of its duties, responsibilities and obligations as administrator of purchases under the Master Agreement as set forth herein, and Supplier acknowledges that U.S. Communities shall act in the capacity of administrator of purchases under the Master Agreement.

1.5 With respect to any purchases made by Lead Public Agency or any Participating Public Agency pursuant to the Master Agreement, U.S. Communities (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Supplier, Lead Public Agency or such Participating Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Lead Public Agency, any Participating Public Agency or any employee of Lead Public Agency or a Participating Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by a Participating Public Agency to (i) comply with procedures or requirements of applicable law or ordinance, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. U.S. Communities makes no representations or guaranties with respect to any minimum purchases required to be made by Lead Public Agency, any Participating Public Agency, or any employee of Lead Public Agency or a Participating Public Agency under the Master Agreement.

ARTICLE II

TERM OF AGREEMENT

2.1 This Agreement is effective as of _____ and shall terminate upon termination of the Master Agreement or any earlier termination in accordance with the terms of this Agreement, provided, however, that the obligation to pay all amounts owed by Supplier to U.S. Communities through the termination of this Agreement and all indemnifications afforded by Supplier to U.S. Communities shall survive the term of this Agreement.

ARTICLE III

REPRESENTATIONS AND COVENANTS

3.1 U.S. Communities views the relationship with Supplier as an opportunity to provide benefits to the Lead Public Agency, Public Agencies and Supplier. The successful foundation of the relationship requires certain representations and covenants from both U.S. Communities and Supplier.

3.2 U.S. Communities' Representations and Covenants.

(a) **Marketing.** U.S. Communities shall proactively market the Master Agreement to Public Agencies using resources such as a network of major sponsors including the National League of Cities (NLC), the National Association of Counties (NACo), the United States Conference of Mayors (USCM), the Association of School Business Officials (ASBO), and the National Governor's Association (NGA) (collectively, the "Founding Co-Sponsors"), and individual national, regional and state-level sponsors. In addition, the U.S. Communities staff shall make best efforts to enhance Supplier's marketing efforts through meetings with Public Agencies, participation in key events and tradeshow and other marketing activity such as advertising, articles and promotional campaigns.

APPENDIX B
U.S. COMMUNITIES ADMINISTRATION AGREEMENT

(b) Training and Knowledge Management Support. U.S. Communities shall provide support for the education, training and engagement of Supplier's sales force as provided herein. Through its staff (each, a "Program Manager" and collectively, the "Program Managers"), U.S. Communities shall, with scheduling assistance from Supplier, conduct training sessions and conduct calls jointly with Supplier to Public Agencies. U.S. Communities shall also provide Supplier with access to U.S. Communities' private intranet website which provides presentations, documents and information to assist Supplier's sales force in effectively promoting the Master Agreement.

3.3 Supplier's Representations and Covenants. Supplier hereby represents and covenants as follows in order to ensure that Supplier is providing the highest level of public benefit to Participating Public Agencies (such representations and covenants are sometimes referred to as "Supplier's Commitments") and are comprised of the Corporate Commitment, Pricing Commitment, Economy Commitment and Sales Commitment):

(a) Corporate Commitment.

(i) The pricing, terms and conditions of the Master Agreement shall, at all times, be Supplier's primary contractual offering of Products and Services to Public Agencies. All of Supplier's direct and indirect marketing and sales efforts to Public Agencies shall demonstrate that the Master Agreement is Supplier's primary offering and not just one of Supplier's contract options.

(ii) Supplier's sales force (including inside, direct and/or authorized dealers, distributors and representatives) shall always present the Master Agreement when marketing Products or Services to Public Agencies.

(iii) Supplier shall advise all Public Agencies that are existing customers of Supplier as to the pricing and other value offered through the Master Agreement.

(iv) Upon authorization by a Public Agency, Supplier shall transition such Public Agency to the pricing, terms and conditions of the Master Agreement.

(v) Supplier shall ensure that the U.S. Communities program and the Master Agreement are actively supported by Supplier's senior executive management.

(vi) Supplier shall provide a national/senior management level representative with the authority and responsibility to ensure that the Supplier's Commitments are maintained at all times. Supplier shall also designate a lead referral contact person who shall be responsible for receiving communications from U.S. Communities concerning new Participating Public Agency registrations and for ensuring timely follow-up by Supplier's staff to requests for contact from Participating Public Agencies. Supplier shall also provide the personnel necessary to implement and support a supplier-based internet web page dedicated to Supplier's U.S. Communities program and linked to U.S. Communities' website and shall implement and support such web page.

(vii) Supplier shall demonstrate in its procurement solicitation response and throughout the term of the Master Agreement that national/senior management fully supports the U.S. Communities program and its commitments and requirements. National/Senior management is defined as the executive(s) with companywide authority.

(viii) Where Supplier has an existing contract for Products and Services with a state, Supplier shall notify the state of the Master Agreement and transition the state to the pricing, terms

APPENDIX B
U.S. COMMUNITIES ADMINISTRATION AGREEMENT

and conditions of the Master Agreement upon the state's request. Regardless of whether the state decides to transition to the Master Agreement, Supplier shall primarily offer the Master Agreement to all Public Agencies located within the state.

(b) **Pricing Commitment.**

(i) Supplier represents to U.S. Communities that the pricing offered under the Master Agreement is the lowest overall available pricing (net to purchaser) on Products and Services that it offers to Public Agencies. Supplier's pricing shall be evaluated on either an overall project basis or the Public Agency's actual usage for more frequently purchased Products and Services.

(ii) **Contracts Offering Lower Prices.** If a pre-existing contract and/or a Public Agency's unique buying pattern provide one or more Public Agencies a lower price than that offered under the Master Agreement, Supplier shall match that lower pricing under the Master Agreement and inform the eligible Public Agencies that the lower pricing is available under the Master Agreement. If an eligible Public Agency requests to be transitioned to the Master Agreement, Supplier shall do so and report the Public Agency's purchases made under the Master Agreement going forward. The price match only applies to the eligible Public Agencies. Below are three examples of Supplier's obligation to match the pricing under Supplier's contracts offering lower prices.

(A) Supplier holds a state contract with lower pricing that is available to all Public Agencies within the state. Supplier would be required to match the lower state pricing under the Master Agreement and make it available to all Public Agencies within the state.

(B) Supplier holds a regional cooperative contract with lower pricing that is available only to the ten cooperative members. Supplier would be required to match the lower cooperative pricing under the Master Agreement and make it available to the ten cooperative members.

(C) Supplier holds a contract with an individual Public Agency. The Public Agency contract does not contain any cooperative language and therefore other Public Agencies are not eligible to utilize the contract. Supplier would be required to match the lower pricing under the Master Agreement and make it available only to the individual Public Agency.

(iii) **Deviating Buying Patterns.** Occasionally U.S. Communities and Supplier may interact with a Public Agency that has a buying pattern or terms and conditions that considerably deviate from the normal Public Agency buying pattern and terms and conditions, and causes Supplier's pricing under the Master Agreement to be higher than an alternative contract held by Supplier. This could be created by a unique end-user preference or requirements. In the event that this situation occurs, Supplier may address the issue by lowering the price under the Master Agreement on the item(s) causing the large deviation for that Public Agency. Supplier would not be required to lower the price for other Public Agencies.

(iv) **Supplier's Options in Responding to a Third Party Procurement Solicitation.** While it is the objective of U.S. Communities to encourage Public Agencies to piggyback on to the Master Agreement rather than issue their own procurement solicitations, U.S. Communities recognizes that for various reasons some Public Agencies will issue their own solicitations. The following options are available to Supplier when responding to a Public Agency solicitation:

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(A) Supplier may opt not to respond to the procurement solicitation. Supplier may make the Master Agreement available to the Public Agency as a comparison to its solicitation responses.

(B) Supplier may respond with the pricing, terms and conditions of the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement.

(C) If competitive conditions require pricing lower than the standard Master Agreement pricing, Supplier may submit lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales would be reported as sales under the Master Agreement. Supplier would not be required to extend the lower price to other Public Agencies.

(D) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement. If awarded a contract, Supplier shall still be bound by all obligations set forth in this Section 3.3, including, without limitation, the requirement to continue to advise the awarding Public Agency of the pricing, terms and conditions of the Master Agreement.

(E) Supplier may respond to the procurement solicitation with pricing that is higher (net to buyer) than the pricing offered under the Master Agreement and if an alternative response is permitted, Supplier may offer the pricing under the Master Agreement as an alternative for consideration.

(c) **Economy Commitment.** Supplier shall demonstrate the benefits, including the pricing advantage, of the Master Agreement over alternative options, including competitive solicitation pricing and shall proactively offer the terms and pricing under the Master Agreement to Public Agencies as a more effective alternative to the cost and time associated with such alternate bids and solicitations.

(d) **Sales Commitment.** Supplier shall market the Master Agreement through Supplier's sales force or dealer network that is properly trained, engaged and committed to offering the Master Agreement as Supplier's primary offering to Public Agencies. Supplier's sales force compensation and incentives shall be greater than or equal to the compensation and incentives earned under other contracts to Public Agencies.

(i) **Supplier Sales.** Supplier shall be responsible for proactive sales of Supplier's Products and Services to Public Agencies and the timely follow-up to sales leads identified by U.S. Communities. Use of product catalogs, targeted advertising, direct mail, online marketing and other sales initiatives are encouraged. All of Supplier's sales materials targeted towards Public Agencies shall include the U.S. Communities logo. U.S. Communities hereby grants to Supplier, during the term of this Agreement, a non-exclusive, revocable, non-transferable, license to use the U.S. Communities name, trademark, and logo solely to perform its obligations under this Agreement, and for no other purpose. Any goodwill, rights, or benefits derived from Supplier's use of the U.S. Communities name, trademark, or logo shall inure to the benefit of U.S. Communities. U.S. Communities shall provide Supplier with its logo and the standards to be employed in the use of the logo. During the term of the Agreement, the Supplier shall provide U.S. Communities with its logo and the standards to be employed in the use of the logo for purposes of reproducing and using Supplier's name and logo in connection with the advertising, marketing and promotion of the Master Agreement to Public Agencies. Supplier shall assist U.S. Communities by providing camera-ready logos and by participating in related trade shows and conferences. At a minimum, Supplier's sales initiatives shall communicate that (i) the Master Agreement was competitively solicited by the Lead Public Agency, (ii) the Master Agreement provides the Supplier's

APPENDIX B
U.S. COMMUNITIES ADMINISTRATION AGREEMENT

best overall pricing and value to eligible agencies, (iii) there is no cost to Participating Public Agencies, and (iv) the Master Agreement is a non-exclusive contract.

(ii) Branding and Logo Compliance. Supplier shall be responsible for complying with the U.S. Communities branding and logo standards and guidelines. Prior to use by Supplier, all U.S. Communities related marketing material must be submitted to U.S. Communities for review and approval.

(iii) Sales Force Training. Supplier shall train its national sales force on the Master Agreement and U.S. Communities program. U.S. Communities shall be available to train on a national, regional or local level and generally assist with the education of sales personnel.

(iv) Participating Public Agency Access. Supplier shall establish the following communication links to facilitate customer access and communication:

(A) A dedicated U.S. Communities internet web-based homepage that is accessible from Supplier's homepage or main menu navigation containing:

- (1) U.S. Communities standard logo with Founding Co-Sponsors logos;
- (2) Copy of original procurement solicitation;
- (3) Copy of Master Agreement including any amendments;
- (4) Summary of Products and Services pricing;
- (5) Electronic link to U.S. Communities' online registration page; and
- (6) Other promotional material as requested by U.S. Communities.

(B) A dedicated toll-free national hotline for inquiries regarding U.S. Communities.

(C) A dedicated email address for general inquiries in the following format: uscommunities@(name of supplier).com.

(v) Electronic Registration. Supplier shall be responsible for ensuring that each Public Agency has completed U.S. Communities' online registration process prior to processing the Public Agency's first sales order.

(vi) Supplier's Performance Review. Upon request by U.S. Communities, Supplier shall participate in a performance review meeting with U.S. Communities to evaluate Supplier's performance of the covenants set forth in this Agreement.

(vii) Supplier Content. Supplier may, from time to time, provide certain graphics, media, and other content to U.S. Communities (collectively "Supplier Content") for use on U.S. Communities websites and for general marketing and publicity purposes. During the term of the Agreement, Supplier hereby grants to U.S. Communities and its affiliates a non-exclusive, worldwide, free, transferrable, license to reproduce, modify, distribute, publically perform, publically display, and use Supplier Content in connection with U.S. Communities websites and for general marketing and publicity purposes, with the right to sublicense each and every such right. Supplier warrants that: (a) Supplier is the owner of or otherwise has the unrestricted right to grant the rights in and to Supplier Content as contemplated hereunder; and (b) the use of Supplier Content and any other materials or services provided

APPENDIX B
U.S. COMMUNITIES ADMINISTRATION AGREEMENT

to U.S. Communities as contemplated hereunder will not violate, infringe, or misappropriate the intellectual property rights or other rights of any third party

3.4 Breach of Supplier's Representations and Covenants. The representations and covenants set forth in this Agreement are the foundation of the relationship between U.S. Communities and Supplier. If Supplier is found to be in violation of, or non-compliance with, one or more of the representations and covenants set forth in this Agreement, Supplier shall have ninety (90) days from the notice of default to cure such violation or non-compliance and, if Supplier fails to cure such violation or non-compliance within such notice period, it shall be deemed a cause for immediate termination of the Master Agreement at Lead Public Agency's sole discretion or this Agreement at U.S. Communities' sole discretion.

3.5 Indemnity. Supplier hereby agrees to indemnify and defend U.S. Communities, and its parent companies, subsidiaries, affiliates, shareholders, member, manager, officers, directors, employees, agents, and representatives from and against any and all claims, costs, proceedings, demands, losses, damages, and expenses (including, without limitation, reasonable attorney's fees and legal costs) of any kind or nature, arising from or relating to, any actual or alleged breach of any of Supplier's representations, warranties, or covenants in this Agreement.

ARTICLE IV

PRICING AUDITS

4.1 Supplier shall, at Supplier's sole expense, maintain an accounting of all purchases made by Lead Public Agency and Participating Public Agencies under the Master Agreement. U.S. Communities and Lead Public Agency each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. U.S. Communities shall have the authority to conduct random audits of Supplier's pricing that is offered to Participating Public Agencies at U.S. Communities' sole cost and expense. Notwithstanding the foregoing, in the event that U.S. Communities is made aware of any pricing being offered to three (3) or more Participating Public Agencies that is materially inconsistent with the pricing under the Master Agreement, U.S. Communities shall have the ability to conduct a reasonable audit of Supplier's pricing at Supplier's sole cost and expense during regular business hours upon reasonable notice. U.S. Communities may conduct the audit internally or may engage a third-party auditing firm on a non-contingent basis. Supplier shall solely be responsible for the cost of the audit. In the event of an audit, the requested materials shall be provided in the format and at the location where kept in the ordinary course of business by Supplier.

ARTICLE V

FEES & REPORTING

5.1 Administrative Fees. Supplier shall pay to U.S. Communities a monthly administrative fee based upon the total sales price of all purchases shipped and billed pursuant to the Master Agreement, excluding taxes, in the amount of two percent (2%) of aggregate purchases made during each calendar month (individually and collectively, "Administrative Fees"). Supplier's annual sales shall be measured on a calendar year basis. All Administrative Fees shall be payable in U.S. Dollars and shall be made by wire to U.S. Communities, or its designee or trustee as may be directed in writing by U.S. Communities. Administrative Fees shall be due and payable within thirty (30) days of the end of each calendar month

APPENDIX B
U.S. COMMUNITIES ADMINISTRATION AGREEMENT

for purchases shipped and billed during such calendar month. U.S. Communities agrees to pay to Lead Public Agency five percent (5%) of all Administrative Fees received from Supplier to help offset Lead Public Agency's costs incurred in connection with managing the Master Agreement nationally.

5.2 Sales Reports. Within thirty (30) days of the end of each calendar month, Supplier shall deliver to U.S. Communities an electronic accounting report, in the format prescribed by Exhibit B, attached hereto, summarizing all purchases made under the Master Agreement during such calendar month ("Sales Report"). All purchases indicated in the Sales Report shall be denominated in U.S. Dollars. All purchases shipped and billed pursuant to the Master Agreement for the applicable calendar month shall be included in the Sales Report. Submitted reports shall be verified by U.S. Communities against its registration database. Any data that is inconsistent with the registration database shall be changed prior to processing. U.S. Communities reserves the right upon reasonable advance notice to Supplier to change the prescribed report format to accommodate the distribution of the Administrative Fees to its program sponsors and state associations.

5.3 Exception Reporting/Sales Reports Audits. U.S. Communities or its designee may, at its sole discretion, compare Supplier's Sales Reports with Participating Public Agency records or other sales analysis performed by Participating Public Agencies, sponsors, advisory board members or U.S. Communities staff. If there is a material discrepancy between the Sales Report and such records or sales analysis as determined by U.S. Communities, U.S. Communities shall notify Supplier in writing and Supplier shall have thirty (30) days from the date of such notice to resolve the discrepancy to U.S. Communities' reasonable satisfaction. Upon resolution of the discrepancy, Supplier shall remit payment to U.S. Communities' trustee within fifteen (15) calendar days. Any questions regarding an exception report should be directed to U.S. Communities in writing to reporting@uscommunities.org. If Supplier does not resolve the discrepancy to U.S. Communities' reasonable satisfaction within thirty (30) days, U.S. Communities shall have the right to engage outside services to conduct an independent audit of Supplier's reports. Supplier shall solely be responsible for the cost of the audit.

5.4 Online Reporting. Within forty-five (45) days of the end of each calendar month, U.S. Communities shall provide online reporting to Supplier containing Supplier's sales reporting for such calendar month. Supplier shall have access to various reports through the U.S. Communities intranet website. Such reports are useful in resolving reporting issues and enabling Supplier to better manage its Master Agreement.

5.5 Usage Reporting. Within thirty (30) days of the end of each contract year, Supplier shall deliver to U.S. Communities an electronic usage report of all sales under the Master Agreement, including:

- (i) Supplier's Product Number
- (ii) Product Description
- (iii) Manufacturer Name
- (iv) Manufacturer Number
- (v) Unit of Measure
- (vi) U.S. Communities Price
- (vii) Number of times ordered
- (viii) Units sold
- (ix) Sales by Manufacturer

5.6 Supplier's Failure to Provide Reports or Pay Administrative Fees. Failure to provide a Sales Report or pay Administrative Fees within the time and in the manner specified herein shall be

APPENDIX B
U.S. COMMUNITIES ADMINISTRATION AGREEMENT

regarded as a material breach under this Agreement and if not cured within thirty (30) days of written notice to Supplier, shall be deemed a cause for termination of the Master Agreement at Lead Public Agency's sole discretion or this Agreement at U.S. Communities' sole discretion. All Administrative Fees not paid within thirty (30) days of the end of the previous calendar month shall bear interest at the rate of one and one-half percent (1.5%) per month until paid in full.

ARTICLE VI

MISCELLANEOUS

6.1 Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

6.2 Assignment.

(a) Supplier. Neither this Agreement nor any rights or obligations hereunder shall be assignable by Supplier without prior written consent of U.S. Communities, and any assignment without such consent shall be void.

(b) U.S. Communities. This Agreement and any rights or obligations hereunder may be assigned by U.S. Communities in U.S. Communities' sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform U.S. Communities' obligations hereunder.

6.3 Notices. All reports, notices or other communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery requiring signature on receipt to the addresses as set forth below. U.S. Communities may, by written notice delivered to Supplier, designate any different address to which subsequent reports, notices or other communications shall be sent.

U.S. Communities:	U.S. Communities 9711 Washingtonian Blvd. Suite 100 Gaithersburg, MD 20878-7381 Attn: Program Manager Administration
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Supplier:	_____ _____ _____ _____ Attn: U.S. Communities Program Manager
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6.4 Severability. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

6.5 Waiver. Any failure of a party to enforce, for any period of time, any of the provisions under this Agreement shall not be construed as a waiver of such provisions or of the right of said party thereafter to enforce each and every provision under this Agreement.

APPENDIX B
U.S. COMMUNITIES ADMINISTRATION AGREEMENT

6.6 Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

6.7 Modifications. This Agreement may not be effectively amended, changed, modified, altered or terminated without the prior written consent of the parties hereto.

6.8 Governing Law; Arbitration. This Agreement will be governed by and interpreted in accordance with the laws of the State of California without regard to any conflict of laws principles. Any dispute, claim, or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this dispute resolution clause, shall be determined by arbitration in Walnut Creek, California, before one (1) arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The prevailing party will be entitled to recover its reasonable attorneys' fees and arbitration costs from the other party. The arbitration award shall be final and binding. Each party commits that prior to commencement of arbitration proceedings, the parties shall submit the dispute to JAMS for mediation. The parties will cooperate with JAMS and with one another in selecting a mediator from JAMS panel of neutrals, and in promptly scheduling the mediation proceedings. The parties covenant that they will participate in the mediation in good faith, and that they will share equally in its costs. The mediation will be conducted by each party designating a duly authorized officer or other representative to represent the party with the authority to bind the party, and that the parties agree to exchange informally such information as is reasonably necessary and relevant to the issues being mediated. All offers, promises, conduct, and statements, whether oral or written, made in the course of the mediation by any of the parties, their agents, employees, experts, and attorneys, and by the mediator or any JAMS employees, are confidential, privileged, and inadmissible for any purpose, including impeachment, in any arbitration or other proceeding involving the parties, provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation. If the dispute is not resolved within thirty (30) days from the date of the submission of the dispute to mediation (or such later date as the parties may mutually agree in writing), the administration of the arbitration shall proceed. The mediation may continue, if the parties so agree, after the appointment of the arbitrator. Unless otherwise agreed by the parties, the mediator shall be disqualified from serving as arbitrator in the case. The pendency of a mediation shall not preclude a party from seeking provisional remedies in aid of the arbitration from a court of appropriate jurisdiction, and the parties agree not to defend against any application for provisional relief on the ground that a mediation is pending.

6.9 Successors and Assigns. This Agreement shall inure to the benefit of and shall be binding upon U.S. Communities, Supplier and any successor and assign thereto; subject, however, to the limitations contained herein.

[Remainder of Page Intentionally Left Blank – Signatures Follow]

APPENDIX B
U.S. COMMUNITIES ADMINISTRATION AGREEMENT

IN WITNESS WHEREOF, U.S. Communities has caused this Agreement to be executed in its name and Supplier has caused this Agreement to be executed in its name, all as of the date first written above.

U.S. Communities:

U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE

By _____

Name: Kevin Juhring

Title: President

Supplier:

By _____

Name: _____

Title: _____

APPENDIX B
U.S. COMMUNITIES ADMINISTRATION AGREEMENT

EXHIBIT A

MASTER AGREEMENT

(To Be Attached)

APPENDIX B U.S. COMMUNITIES ADMINISTRATION AGREEMENT

EXHIBIT B

SALES REPORT FORMAT

Appendix B - US (Data Format)													
Sales Report Template													
TIN	Supplier ID	Account No.	Agency Name	Dept Name	Address	City	State	Zip	Agency Type	Year	Qtr	Month	Amount
956000735	178	89518997	CITY OF LA/MGMT EMPL SVCS	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2015	3	1	1525.50
956000222	178	34868035	LOS ANGELES COUNTY	Facilities	350 S FIGUEROA ST STE 700	LOS ANGELES	CA	90071	30	2015	3	1	1603.64
956000735	178	89496461	CITY OF LA/ENVIRON AFFAIR	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2015	3	1	1625.05
956000735	178	89374835	CITY OF LA/COMMUNITY DEV	Purchasing	555 RAMIREZ ST STE 312	LOS ANGELES	CA	90012	20	2015	3	1	45090.79
066002010	178	328NA0001053	GROTON TOWN OF PUBLIC WORKS	Water	123 A St	GROTON	CT	06340	20	2015	3	1	318.00
066001854	178	328NA0001051	GROTON CITY OF	Administration	123 A St	GROTON	CT	06340	20	2015	3	1	212.00

SALES REPORT DATA FORMAT					
Column Name	Required	Data Type	Length	Example	Comment
TIN	Optional	Text	9	956000735	No Dash, Do not omit leading zero.
Supplier ID	Yes	Number	3	111	See Supplier ID Table Below
Account No.	Yes	Text	25 max		Depends on supplier account no.
Agency Name	Yes	Text	255 max		Los Angeles County
Dept Name	Optional	Text	255 max		Purchasing Dept
Address	Yes	Text	255 max		
City	Yes	Text	255 max	Los Angeles	Must be a valid City name
State	Yes	Text	2	CA	
Zip	Yes	Text	5	90071	No Dash, Do not omit leading zero, Valid zip code
Agency Type	Yes	Number	2	30	See Agency Type Table Below
Year	Yes	Number	4	2010	
Qtr	Yes	Number	1	4	
Month	Yes	Number	2	12	
Amount	Yes	Number	variable	45090.79	Two digit decimal point, no \$ sign or commas

Agency Type Table	
Agency Type ID	Agency Type Description
10	K-12
11	Community College
12	College and University
20	City
21	City Special District
22	Consolidated City/County
30	County
31	County Special District
40	Federal
41	Crown Corporations
50	Housing Authority
80	State Agency
81	Independent Special District
82	Non-Profit
84	Other

FEMA STANDARD TERMS AND CONDITIONS ADDENDUM FOR
CONTRACTS AND GRANTS

If any purchase made under the Master Agreement is funded in whole or in part by Federal Emergency Management Agency (“FEMA”) grants, Contractor shall comply with all federal laws and regulations applicable to the receipt of FEMA grants, including, but not limited to the contractual procedures set forth in Title 44 of the Code of Federal Regulations, Part 13 (“44 CFR 13”).

In addition, Contractor agrees to the following specific provisions:

1. Pursuant to 44 CFR 13.36(i)(1), University is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Contractor’s compliance with the terms of this Master Agreement, including but not limited to those remedies set forth at 44 CFR 13.43.
2. Pursuant to 44 CFR 13.36(i)(2), University may terminate the Master Agreement for cause or convenience in accordance with the procedures set forth in the Master Agreement and those provided by 44 CFR 13.44.
3. Pursuant to 44 CFR 13.36(i)(3)-(6)(12), and (13), Contractor shall comply with the following federal laws:
 - a. Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor (“DOL”) regulations (41 CFR Ch. 60);
 - b. Copeland “Anti-Kickback” Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR Part 3);
 - c. Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by DOL regulations (29 CFR Part 5);
 - d. Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by DOL regulations (29 CFR Part 5);
 - e. Section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15); and
 - f. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
4. Pursuant to 44 CFR 13.36(i)(7), Contractor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.
5. Pursuant to 44 CFR 13.36(i)(8), Contractor agrees to the following provisions regarding patents:

FEMA STANDARD TERMS AND CONDITIONS ADDENDUM FOR
CONTRACTS AND GRANTS

a. All rights to inventions and/or discoveries that arise or are developed, in the course of or under this Agreement, shall belong to the University and be disposed of in accordance with University policy. The University, at its own discretion, may file for patents in connection with all rights to any such inventions and/or discoveries.

6. Pursuant to 44 CFR 13.36(i)(9), Contractor agrees to the following provisions, regarding copyrights:

a. If this Agreement results in any copyrightable material or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, for Federal Government purposes:

- (1) The copyright in any work developed under a grant or contract; and
- (2) Any rights of copyright to which a grantee or a contractor purchases ownership with grant support.

7. Pursuant to 44 CFR 13.36(i)(10), Contractor shall maintain any books, documents, papers, and records of the Contractor which are directly pertinent to this Master Agreement. At any time during normal business hours and as often as University deems necessary, Contractor shall permit University, FEMA, the Comptroller General of United States, or any of their duly authorized representatives to inspect and photocopy such records for the purpose of making audit, examination, excerpts, and transcriptions.

8. Pursuant to 44 CFR 13.36(i)(11), Contractor shall retain all required records for three years after FEMA or University makes final payments and all other pending matters are closed. In addition, Contractor shall comply with record retention requirements set forth in 44 CFR 13.42.

COMMUNITY DEVELOPMENT BLOCK GRANT ADDENDUM

Purchases made under this contract may be partially or fully funded with federal grant funds. Funding for this work may include Federal Funding sources, including Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. When such funding is provided, Contractor shall comply with all terms, conditions and requirements enumerated by the grant funding source, as well as requirements of the State statutes for which the contract is utilized, whichever is the more restrictive requirement. When using Federal Funding, Contractor shall comply with all wage and latest reporting provisions of the Federal Davis-Bacon Act. HUD-4010 Labor Provisions also applies to this contract.

UNIFORM ADMINISTRATIVE REQUIREMENTS

By entering into this Contract the Contractor agrees to comply with all applicable provisions of Title 2, Subtitle A, Chapter II, PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS contained in Title 2 C.F.R. § 200 et seq.

STATE NOTICE ADDENDUM

Pursuant to certain state notice provisions the following public agencies and political subdivisions of the referenced public agencies are eligible to access the contract award made pursuant to this solicitation. Public agencies and political subdivisions are hereby given notice of the foregoing request for proposal for purposes of complying with the procedural requirements of said statutes:

Nationwide:

http://www.usa.gov/Agencies/Local_Government/Cities.shtml

Other states:

State of Oregon, State of Hawaii, State of Louisiana, State of Washington

AgencyName	State		
		COUNTY OF MAUI	HI
Malama Honua Public Charter School	HI	Lanai Community Health Center	HI
ST JOHN THE BAPTIST	HI	Maui High Band Booster Club	HI
Waimanalo Elementary and Intermediate School	HI	Tri-Isle Resource Conservation and Development District	HI
Kailua High School	HI	Kumulani Chapel	HI
PACIFIC BUDDHIST ACADEMY	HI	Chamber of Commerce Hawaii	HI
HAWAII TECHNOLOGY ACADEMY	HI	Naalehu Assembly of God	HI
CONGREGATION OF CHRISTIAN BROTHERS OF HAWAII, INC.	HI	outrigger canoe club	HI
MARYKNOLL SCHOOL	HI	One Kalakaua	HI
ISLAND SCHOOL	HI	Native Hawaiian Hospitality Association	HI
STATE OF HAWAII, DEPT. OF EDUCATION	HI	St. Theresa School	HI
KE KULA O S. M. KAMAKAU	HI	Hawaii Peace and Justice Association	HI
KAMEHAMEHA SCHOOLS	HI	Kauai Youth Basketball Association	HI
HANAHAU`OLI SCHOOL	HI	NA HALE O MAUI	HI
KIHEI CHARTER SCHOOL	HI	LEEWARD HABITAT FOR HUMANITY	HI
EMMANUAL LUTHERAN SCHOOL	HI	WAIANA E COMMUNITY OUTREACH	HI
School Lunch Program	HI	NA LEI ALOHA FOUNDATION	HI
Ewa Makai Middle School	HI	HAWAII FAMILY LAW CLINIC	
Our Savior Lutheran School	HI	DBA ALA KUOLA	HI
BOARD OF WATER SUPPLY	HI	BUILDING INDUSTRY ASSOCIATION OF HAWAII	HI
MAUI COUNTY COUNCIL	HI	UNIVERSITY OF HAWAII	
Kauai County Council	HI	FEDERAL CREDIT UNION	HI
Honolulu Fire Department	HI		

STATE NOTICE ADDENDUM

LANAKILA REHABILITATION CENTER INC.	HI	Tri-Isle RC&D	HI
POLYNESIAN CULTURAL CENTER	HI	Lanai Federal Credit Union	HI
CTR FOR CULTURAL AND TECH INTERCHNG BETW EAST AND WEST	HI	Aloha United Way	HI
BISHOP MUSEUM	HI	Kipuka o Ke Ola	HI
ALOHOLIC REHABILITATION SVS OF HI INC DBA HINA MAUKA	HI	READ TO ME INTERNATIONAL FOUNDATION	HI
ASSOSIATION OF OWNERS OF KUKUI PLAZA	HI	MAUI FAMILY YMCA	HI
MAUI ECONOMIC DEVELOPMENT BOARD NETWORK ENTERPRISES, INC.	HI	WAILUKU FEDERAL CREDIT UNION	HI
HONOLULU HABITAT FOR HUMANITY	HI	ST. THERESA CHURCH	HI
ALOHACARE	HI	HALE MAHAOLU	HI
ORI ANUENUE HALE, INC.	HI	West Maui Community Federal Credit Union	HI
IUPAT, DISTRICT COUNCIL 50	HI	Hawaii Island Humane Society	HI
GOODWILL INDUSTRIES OF HAWAII, INC.	HI	Western Pacific Fisheries Council	HI
HAROLD K.L. CASTLE FOUNDATION	HI	Kama'aina Care Inc	HI
MAUI ECONOMIC OPPORTUNITY, INC.	HI	International Archaeological Research Institute, Inc.	HI
EAH, INC.	HI	Community Empowerment Resources	HI
PARTNERS IN DEVELOPMENT FOUNDATION	HI	Tutu and Me Traveling Preschool	HI
HABITAT FOR HUMANITY MAUI	HI	First United Methodist Church	HI
W. M. KECK OBSERVATORY	HI	United Chinese Society	HI
HAWAII EMPLOYERS COUNCIL	HI	Haggai Institue	HI
HAWAII STATE FCU	HI	AOAO Royal Capitol Plaza	HI
MAUI COUNTY FCU	HI	Kumpang Lanai	HI
PUNAHOU SCHOOL	HI	Child and Family Service	HI
YMCA OF HONOLULU	HI	MARINE SURF WAIKIKI, INC.	HI
EASTER SEALS HAWAII AMERICAN LUNG ASSOCIATION	HI	Hawaii Health Connector	HI
Pohaha I Ka Lani	HI	Hawaii Carpenters Market Recovery Program Fund	HI
Hawaii Area Committee	HI	Puu Heleakala Community Association	HI
		Saint Louis School	HI
		Kailua Racquet Club, Ltd.	HI
		Homewise Inc.	HI
		Hawaii Baptist Academy	HI
		Kroc Center Hawaii	HI
		Kupu	HI

STATE NOTICE ADDENDUM

University of the Nations	HI	HAWAII AGRICULTURE	
ARGOSY UNIVERSITY	HI	RESEARCH CENTER	HI
HAWAII PACIFIC UNIVERSITY	HI	STATE OF HAWAII	HI
UNIVERSITY OF HAWAII AT		Third Judicial Circuit - State	
MANOA	HI	of Hawaii	HI
RESEARCH CORPORATION		State of Hawaii Department	
OF THE UNIVERSITY OF		of Transportation	HI
HAWAII	HI	Office of the Governor	HI
BRIGHAM YOUNG		State of Hawaii-Department	
UNIVERSITY - HAWAII	HI	of Health-Disability &	
University Clinical Research		Communication Access	HI
and Association	HI	CITY AND COUNTY OF	
CHAMINADE UNIVERSITY OF		HONOLULU	HI
HONOLULU	HI	Lanai Youth Center	HI
Ricoh	HI	Silver Dolphin Bistro	HI
ROMAN CATHOLIC CHURCH		Commander, Navy Region	
IN THE STATE OF HAWAII	HI	Hawaii	HI
Hawaii Information		US Navy	HI
Consortium	HI	Defense Information System	
Leeward Community Church	HI	Agency	HI
E Malama In Keiki O Lanai	HI	84th Engineer Battalion	HI
Keawala'i Congregational		Department of Veterans	
Church	HI	Affairs	HI
Lanai Community Hospital	HI	Hawaii County	HI
Angels at Play Preschool &		Honolulu County	HI
Kindergarten	HI	Kauai County	HI
Queen Emma Gardens AOA	HI	Maui County	HI
FAMILY SUPPORT SERVICES		Kalawao County	HI
OF WEST HAWAII	HI	Aiea	HI
Honolulu Community College	HI	Anahola	HI
COLLEGE OF THE MARSHALL		Barbers Point N A S	HI
ISLANDS	HI	Camp H M Smith	HI
DOT Airports Division Hilo		Captain Cook	HI
International Airport	HI	Eleele	HI
Judiciary - State of Hawaii	HI	Ewa Beach	HI
ADMIN. SERVICES OFFICE	HI	Fort Shafter	HI
SOH- JUDICIARY CONTRACTS		Haiku	HI
AND PURCH	HI	Hakalau	HI
STATE DEPARTMENT OF		Haleiwa	HI
DEFENSE	HI	Hana	HI
HAWAII CHILD SUPPORT		Hanalei	HI
ENFORCEMENT AGENCY	HI	Hanamaulu	HI
HAWAII HEALTH SYSTEMS		Hanapepe	HI
CORPORATION	HI	Hauula	HI

STATE NOTICE ADDENDUM

Hawaii National Park	HI	Lihue	HI
Hawaiian Ocean View	HI	M C B H Kaneohe Bay	HI
Hawi	HI	Makawao	HI
Hickam AFB	HI	Makaweli	HI
Hilo	HI	Maunaloa	HI
Holualoa	HI	Mililani	HI
Honaunau	HI	Mountain View	HI
Honokaa	HI	Naalehu	HI
Honolulu	HI	Ninole	HI
Honomu	HI	Ocean View	HI
Hoolehua	HI	Ookala	HI
Kaaawa	HI	Paauhau	HI
Kahuku	HI	Paauilo	HI
Kahului	HI	Pahala	HI
Kailua	HI	Pahoa	HI
Kailua Kona	HI	Paia	HI
Kalaheo	HI	Papaaloa	HI
Kalaupapa	HI	Papaikou	HI
Kamuela	HI	Pearl City	HI
Kaneohe	HI	Pearl Harbor	HI
Kapaa	HI	Pepeekeo	HI
Kapaau	HI	Princeville	HI
Kapolei	HI	Pukalani	HI
Kaumakani	HI	Puunene	HI
Kaunakakai	HI	Schofield Barracks	HI
Kawela Bay	HI	Tripler Army Medical Center	HI
Keaau	HI	Volvano	HI
Kealakekua	HI	Wahiawa	HI
Kealia	HI	Waialua	HI
Keauhou	HI	Waianae	HI
Kekaha	HI	Waikoloa	HI
Kihei	HI	Wailuku	HI
Kilauea	HI	Waimanalo	HI
Koloa	HI	Waimea	HI
Kualapuu	HI	Waipahu	HI
Kula	HI	Wake Island	HI
Kunia	HI	Wheeler Army Airfield	HI
Kurtistown	HI	Brigham Young University - Hawaii	HI
Lahaina	HI	Chaminade University of Honolulu	HI
Laie	HI	Hawaii Business College	HI
Lanai City	HI	Hawaii Pacific University	HI
Laupahoehoe	HI		
Lawai	HI		

STATE NOTICE ADDENDUM

Hawaii Technology Institute	HI	Fern Ridge School District	
Heald College - Honolulu	HI	28J	OR
Remington College - Honolulu Campus	HI	Knova Learning	OR
University of Phoenix - Hawaii Campus	HI	New Horizon Christian School	OR
Hawaii Community College	HI	MOLALLA RIVER ACADEMY	OR
Honolulu Community College	HI	HIGH DESERT EDUCATION SERVICE DISTRICT	OR
Kapiolani Community College	HI	St. Luke Catholic School	OR
Kauai Community College	HI	SOUTHWEST CHARTER SCHOOL	OR
Leeward Community College	HI	WHITEAKER MONTESSORI SCHOOL	OR
Maui Community College	HI	CASCADES ACADEMY OF CENTRAL OREGON	OR
University of Hawaii at Hilo	HI	NEAH-KAH-NIE DISTRICT NO.56	OR
University of Hawaii at Manoa	HI	INTER MOUNTAIN ESD	OR
Windward Community College	HI	STANFIELD SCHOOL DISTRICT	OR
Central School District 13J (Polk County, Oregon)	OR	LA GRANDE SCHOOL DISTRICT	OR
Milton-Freewater Unified School District No 7	OR	CASCADE SCHOOL DISTRICT	OR
Scappoose Adventist School	OR	DUFUR SCHOOL DISTRICT NO.29	OR
Ontario School District 8C	OR	hillsboro school district	OR
Trillium Charter School	OR	GASTON SCHOOL DISTRICT 511J	OR
Echo School District	OR	BEAVERTON SCHOOL DISTRICT	OR
Warrenton Hammond School	OR	COUNTY OF YAMHILL SCHOOL DISTRICT 29	OR
Immanuel Lutheran School	OR	WILLAMINA SCHOOL DISTRICT	OR
Columbia Academy	OR	MCMINNVILLE SCHOOL DISTRICT NO.40	OR
VALLEY CATHOLIC SCHL	OR	Sheridan School District 48J	OR
CROOK COUNTY SCHOOL DISTRICT	OR	THE CATLIN GABEL SCHOOL	OR
CORBETT SCHL DIST #39	OR	NORTH WASCO CTY SCHOOL DISTRICT 21 - CHENOWITH	OR
Trinity Lutheran Church and School	OR	CENTRAL CATHOLIC HIGH SCHOOL	OR
Bethel School District #52	OR	CANYONVILLE CHRISTIAN ACADEMY	OR
OREGON CITY PUBLIC SCHL	OR	OUR LADY OF THE LAKE SCHOOL	OR
Ppms Education Committee	OR	NYSSA SCHOOL DISTRICT NO.	OR
Stayton Christian School	OR		
South Columbia Family School	OR		
Sunrise Preschool	OR		
St. Therese Parish/School	OR		
PINE-EAGLE SCHOOL DISTRICT 061	OR		
Portland YouthBuilders	OR		
Wallowa County ESD	OR		

STATE NOTICE ADDENDUM

26		NO.1J	
ARLINGTON SCHOOL		CHILDPEACE MONTESSORI	OR
DISTRICT NO. 3	OR	HEAD START OF LANE	
LIVINGSTONE ADVENTIST		COUNTY	OR
ACADEMY	OR	HARNEY COUNTY SCHOOL	
Santiam Canyon SD 129J	OR	DIST. NO.3	OR
WEST HILLS COMMUNITY		NESTUCCA VALLEY SCHOOL	
CHURCH	OR	DISTRICT NO.101	OR
BANKS SCHOOL DISTRICT	OR	ARCHBISHOP FRANCIS	
WILLAMETTE EDUCATION		NORBERT BLANCHET	
SERVICE DISTRICT	OR	SCHOOL	OR
BAKER COUNTY SCHOOL		LEBANON COMMUNITY	
DIST. 16J - MALHEUR ESD	OR	SCHOOLS NO.9	OR
HARNEY EDUCATION		MT.SCOTT LEARNING	
SERVICE DISTRICT	OR	CENTERS	OR
GREATER ALBANY PUBLIC		SEVEN PEAKS SCHOOL	OR
SCHOOL DISTRICT	OR	DE LA SALLE N CATHOLIC HS	OR
LAKE OSWEGO SCHOOL		MULTISENSORY LEARNING	
DISTRICT 7J	OR	ACADEMY	OR
SOUTHERN OREGON		MITCH CHARTER SCHOOL	OR
EDUCATION SERVICE		REALMS CHARTER SCHOOL	OR
DISTRICT	OR	BAKER SCHOOL DISTRICT 5-J	OR
SILVER FALLS SCHOOL		PHILOMATH SCHOOL	
DISTRICT	OR	DISTRICT	OR
St Helens School District	OR	CLACKAMAS EDUCATION	
DAYTON SCHOOL DISTRICT		SERVICE DISTRICT	OR
NO.8	OR	CANBY SCHOOL DISTRICT	OR
Amity School District 4-J	OR	OREGON TRAIL SCHOOL	
SCAPPOOSE SCHOOL		DISTRICT NO.46	OR
DISTRICT 1J	OR	WEST LINN WILSONVILLE	
REEDSPORT SCHOOL		SCHOOL DISTRICT	OR
DISTRICT	OR	MOLALLA RIVER SCHOOL	
FOREST GROVE SCHOOL		DISTRICT NO.35	OR
DISTRICT	OR	ESTACADA SCHOOL DISTRICT	
DAVID DOUGLAS SCHOOL		NO.108	OR
DISTRICT	OR	GLADSTONE SCHOOL	
LOWELL SCHOOL DISTRICT		DISTRICT	OR
NO.71	OR	ASTORIA SCHOOL DISTRICT	
TIGARD-TUALATIN SCHOOL		1C	OR
DISTRICT	OR	SEASIDE SCHOOL DISTRICT	
SHERWOOD SCHOOL		10	OR
DISTRICT 88J	OR	NORTHWEST REGIONAL	
RAINIER SCHOOL DISTRICT	OR	EDUCATION SERVICE	
NORTH CLACKAMAS SCHOOL		DISTRICT	OR
DISTRICT	OR	VERNONIA SCHOOL DISTRICT	
MONROE SCHOOL DISTRICT	OR	47J	OR

STATE NOTICE ADDENDUM

SOUTH COAST EDUCATION SERVICE DISTRICT	OR	JEFFERSON COUNTY SCHOOL DISTRICT 509-J	OR
COOS BAY SCHOOL DISTRICT NO.9	OR	GRANTS PASS SCHOOL DISTRICT 7	OR
COOS BAY SCHOOL DISTRICT NORTH BEND SCHOOL DISTRICT 13	OR	LOST RIVER JR/SR HIGH SCHOOL	OR
COQUILLE SCHOOL DISTRICT 8	OR	KLAMATH FALLS CITY SCHOOLS	OR
MYRTLE POINT SCHOOL DISTRICT NO.41	OR	LANE COUNTY SCHOOL DISTRICT 4J	OR
BANDON SCHOOL DISTRICT	OR	SPRINGFIELD SCHOOL DISTRICT NO.19	OR
BROOKING HARBOR SCHOOL DISTRICT NO.17-C	OR	CRESWELL SCHOOL DISTRICT SOUTH LANE SCHOOL DISTRICT 45J3	OR
REDMOND SCHOOL DISTRICT	OR	LANE COUNTY SCHOOL DISTRICT 69	OR
DESCHUTES COUNTY SD NO.6 - SISTERS SD	OR	SIUSLAW SCHOOL DISTRICT SWEET HOME SCHOOL DISTRICT NO.55	OR
DOUGLAS EDUCATION SERVICE DISTRICT	OR	LINN CO. SCHOOL DIST. 95C - SCIO SD	OR
ROSEBURG PUBLIC SCHOOLS GLIDE SCHOOL DISTRICT NO.12	OR	ONTARIO MIDDLE SCHOOL	OR
SOUTH UMPQUA SCHOOL DISTRICT #19	OR	GERVAIS SCHOOL DIST. #1	OR
YONCALLA SCHOOL DISTRICT NO.32	OR	NORTH SANTIAM SCHOOL DISTRICT 29J	OR
ELKTON SCHOOL DISTRICT NO.34	OR	JEFFERSON SCHOOL DISTRICT	OR
DOUGLAS COUNTY SCHOOL DISTRICT 116	OR	SALEM-KEIZER PUBLIC SCHOOLS	OR
HOOD RIVER COUNTY SCHOOL DISTRICT	OR	MT. ANGEL SCHOOL DISTRICT NO.91	OR
PHOENIX-TALENT SCHOOL DISTRICT NO.4	OR	MARION COUNTY SCHOOL DISTRICT 103 - WASHINGTON ES	OR
CENTRAL POINT SCHOOL DISTRICT NO. 6	OR	MORROW COUNTY SCHOOL DISTRICT	OR
JACKSON CO SCHOOL DIST NO.9	OR	MULTNOMAH EDUCATION SERVICE DISTRICT	OR
ROGUE RIVER SCHOOL DISTRICT NO.35	OR	GRESHAM-BARLOW SCHOOL DISTRICT	OR
MEDFORD SCHOOL DISTRICT 549C	OR	DALLAS SCHOOL DISTRICT NO. 2	OR
CULVER SCHOOL DISTRICT NO.	OR	CENTRAL SCHOOL DISTRICT 13J	OR
		St. Mary Catholic School	OR
		CROSSROADS CHRISTIAN	OR

STATE NOTICE ADDENDUM

SCHOOL		Koreducators Lep High	OR
ST. ANTHONY SCHOOL	OR	Warrenton Hammond School	
Pedee School	OR	District	OR
HERITAGE CHRISTIAN		Sutherlin School District	OR
SCHOOL	OR	Malheur Elementary School	
BEND-LA PINE SCHOOL		District	OR
DISTRICT	OR	Ontario School District	OR
GLENDALE SCHOOL DISTRICT	OR	Parkrose School District 3	OR
LINCOLN COUNTY SCHOOL		Riverdale School District 51J	OR
DISTRICT	OR	Tillamook School District	OR
PORTLAND PUBLIC SCHOOLS	OR	Madeleine School	OR
REYNOLDS SCHOOL DISTRICT	OR	Union School District	OR
CENTENNIAL SCHOOL		Helix School District	OR
DISTRICT	OR	Riddle School District	OR
NOBEL LEARNING		Ashbrook Independent	
COMMUNITIES	OR	School	OR
St. Stephen's Academy	OR	Molalla River School District	OR
McMinnville Adventist		Corvallis School District 509J	OR
Christian School	OR	Falls City School District #57	OR
Salem-Keizer 24J	OR	Portland Christian Schools	OR
McKay High School	OR		
Pine Eagle Charter School	OR	LUCKIAMUTE VALLEY	
Waldo Middle School	OR	CHARTER SCHOOLS	OR
OAKLAND SCHOOL DISTRICT		Insight School of Oregon	
001	OR	Painted Hills	OR
hermiston school district	OR	Deer Creek Elementary	
Clear Creek Middle School	OR	School	OR
Marist High School	OR	Yamhill Carlton School	
Victory Academy	OR	District	OR
Vale School District No. 84	OR	COLTON SCHL DIST 53	OR
St. Mary School	OR	HARRISBURG SCHL DIST	OR
Junction City High School	OR	CENTRAL CURRY SCHL	
Three Rivers School District	OR	DIST#1	OR
Fern Ridge School District	OR	BNAI BRITH CAMP	OR
JESUIT HIGH SCHL EXEC OFC	OR	OREGON FOOD BANK	OR
LASALLE HIGH SCHOOL	OR	HOSANNA CHRISTIAN SCHL	OR
Southwest Christian School	OR	ABIQUA SCHL	OR
Willamette Christian School	OR	Salem keizar school district	OR
Westside Christian High		Scio High School	OR
School	OR	Athena Weston School	
CS LEWIS ACADEMY	OR	District 29RJ	OR
Portland America School	OR	Butte Falls School District	OR
Forest Hills Lutheran School	OR	Bend International School	OR
Mosier Community School	OR	Imbler School District #11	OR
		monument school	OR

STATE NOTICE ADDENDUM

PENDLETON SCHOOL DISTRICT #16R	OR	CLATSOP COUNTY	OR
Ohara Catholic School	OR	COLUMBIA COUNTY,	
MARCOLA SCHOOL DISTRICT 079J	OR	OREGON	OR
LINN-BENTON-LINCOLN ESD	OR	coos county	OR
Reynolds High School	OR	CROOK COUNTY ROAD	
St. Paul School District	OR	DEPARTMENT	OR
Sabin-Schellenberg Technical Center	OR	CURRY COUNTY OREGON	OR
St Paul Parish School	OR	DESCHUTES COUNTY	OR
Joseph School District	OR	GILLIAM COUNTY	OR
EagleRidge High School	OR	GRANT COUNTY, OREGON	OR
Grant Community School	OR	HARNEY COUNTY SHERIFFS	
Hope chinese charter	OR	OFFICE	OR
Northwest Academy	OR	HOOD RIVER COUNTY	OR
Sunny Wolf Charter School	OR	jackson county	OR
MCKENZIE SCHOOL DISTRICT 068	OR	josephine county	OR
L'Etoiile French Immersion School	OR	klamath county	OR
LA GRANDE SCHOOL DISTRICT 001	OR	LANE COUNTY	OR
FOSSIL SCHOOL DISTRICT 21J	OR	LINN COUNTY	OR
Marist Catholic High School	OR	MARION COUNTY , SALEM,	
Springfield Public Schools	OR	OREGON	OR
Elgin school dist.	OR	MULTNOMAH COUNTY	OR
PLEASANT HILL SCH DIST #1	OR	SHERMAN COUNTY	OR
Ukiah School District 80R	OR	WASCO COUNTY	OR
Lake Oswego Montessori School	OR	YAMHILL COUNTY	OR
North Powder Charter School	OR	WALLOWA COUNTY	OR
Siletz Valley School	OR	ASSOCIATION OF OREGON	
French American School	OR	COUNTIES	OR
Mastery Learning Institute	OR	NAMI LANE COUNTY	OR
North Lake School District 14	OR	BENTON COUNTY	OR
Early College High School	OR	DOUGLAS COUNTY	OR
GILLIAM COUNTY OREGON	OR	JEFFERSON COUNTY	OR
UMATILLA COUNTY, OREGON	OR	LAKE COUNTY	OR
DOUGLAS ELECTRIC COOPERATIVE, INC.	OR	LINCOLN COUNTY	OR
MULTNOMAH LAW LIBRARY	OR	POLK COUNTY	OR
clackamas county	OR	UNION COUNTY	OR
		WASHINGTON COUNTY	OR
		MORROW COUNTY	OR
		Mckenzie Personnel Services	OR
		Washington County Facilities & Park Services	OR
		Multnomah County	
		Department of Community	
		Justice	OR
		NORCOR Juvenile Detention	OR

STATE NOTICE ADDENDUM

Tillamook County Estuary	OR	Rogue Valley Youth Football	OR
Job Council	OR	Bend Elks Lodge 1371	OR
BAKER CNTY GOVT	OR	Friendly House, Inc.	OR
TILLAMOOK CNTY	OR	Klamath Siskiyou Wildlands	
Multnomah County Dept of		Center	OR
County Assets	OR	Grants Pass Seventh-day	
Wheeler County	OR	Adventist Church	OR
Clackamas County Service		Corvallis Waldorf School	OR
District # 1/Tri-City Service		Farmworkers Housing	
District	OR	Development Corporation	OR
Resource Connections of		World Forestry Center	OR
Oregon	OR	Adapt	OR
Lane County Sheriff's Office	OR	Kid Time	OR
Clatsop County Sheriff's		Oregon Farm Bureau	OR
Office	OR	Mt Emily Safe Center	OR
Harney County Community		Salem First Presbyterian	
Corrections	OR	Church	OR
Grant County Economic		Rolling Hills Baptist Church	OR
Development	OR	Baker Elks	OR
Clackamas County Juvenile		Gates Community Church of	
Dept	OR	Christ	OR
Columbia Basin Care Facility	OR	PIP Corps LLC	OR
City of Seaside Police		Turtle Ridge Wildlife Center	OR
Department	OR	Grande Ronde Model	
Tamarack Aquatic Center	OR	Watershed Foundation	OR
Seven Feathers Casino	OR	Western Environmental Law	
Oliver P Lent PTA	OR	Center	OR
Willamette Valley Rehab		Oregon District 7 Little	
Center	OR	League	OR
St Paul Baptist Church	OR	Mercy Flights, Inc.	OR
Long Tom Watershed		Metropolitan Contractor	
Council	OR	Improvement Partnership	OR
San Martin Deporres		The Christian Church of	
Catholic Church	OR	Hillsboro Oregonb	OR
Portland Parks Foundation	OR	Congregation Neveh Shalom	OR
Sweet Home United		My Fathers House	OR
Methodist Church	OR	Step Forward Activities Inc	OR
Cedar Hills Baptist Church	OR	HHoly Trinity Greek	
Good Samaritan Ministries	OR	Orthodox Cathedral	OR
Unitarian Universalist Church		MECOP Inc.	OR
in Eugene	OR	Workforce Northwest Inc	OR
Emmanuel Bible Church	OR	Lane Arts Council	OR
Portland Community Media	OR	Building Healthy Family	OR
La Pine Chamber of		Integral Youth Services	OR
Commerce	OR		
Stone Creek Christian Church	OR		

STATE NOTICE ADDENDUM

Children Center At Trinity	OR	LIFEWORKS NW	OR
Beaverton Christians Church	OR	Independent Development	
Oregon Humanities	OR	Enterprise Alliance	OR
St. Pius X School	OR	MID-WILLAMETTE VALLEY	
Community Connection of		COMMUNITY ACTION	
Northeast Oregon, Inc.	OR	AGENCY, INC	OR
St Mark Presbyterian Church	OR	HALFWAY HOUSE SERVICES,	
Living Opportunities, Inc.	OR	INC.	OR
Coos Art Museum	OR	REDMOND PROFICIENCY	
OETC	OR	ACADEMY	OR
Blanchet House of		OHSU FOUNDATION	OR
Hospitality	OR	SHELTERCARE	OR
Garten Services Inc	OR	PRINGLE CREEK	
Incite Incorporated	OR	SUSTAINABLE LIVING	
Merchants Exchange of		CENTER	OR
Portland, Oregon	OR	PACIFIC INSTITUTES FOR	
Coalition for a Livable Future	OR	RESEARCH	OR
West Salem United		Mental Health for Children,	
Methodist	OR	Inc.	OR
Central Oregon Visitors		The Dreaming Zebra	
Association	OR	Foundation	OR
Soroptimist International of		LAUREL HILL CENTER	OR
Gold Beach, OR	OR	THE OREGON COMMUNITY	
Real Life Christian Church	OR	FOUNDATION	OR
Dayton Christian Church	OR	OCHIN	OR
Delphian School	OR	WE CARE OREGON	OR
AVON	OR	SE WORKS	OR
EPUD-Emerald People's		ENTERPRISE FOR	
Utility District	OR	EMPLOYMENT AND	
Human Solutions, Inc.	OR	EDUCATION	OR
The Wallace Medical		OMNIMEDIX INSTITUTE	OR
Concern	OR	PORTLAND BUSINESS	
Boys & Girls Club of Salem,		ALLIANCE	OR
Marion & Polk Counties	OR	GATEWAY TO COLLEGE	
The Ross Ragland Theater		NATIONAL NETWORK	OR
and Cultural Center	OR	FOUNDATIONS FOR A	
Cascade Health Solutions	OR	BETTER OREGON	OR
Umpqua Community Health		GOAL ONE COALITION	OR
Center	OR	ATHENA LIBRARY FRIENDS	
ALZHEIMERS NETWORK OF		ASSOCIATION	OR
OREGON	OR	Coastal Family Health Center	OR
NATIONAL WILD TURKEY		CENTER FOR COMMUNITY	
FEDERATION	OR	CHANGE	OR
TILLAMOOK ESTUARIES		STAND FOR CHILDREN	OR
PARTNERSHIP	OR	ST. VINCENT DEPAUL OF	
		LANE COUNTY	OR

STATE NOTICE ADDENDUM

EAST SIDE FOURSQUARE CHURCH	OR	YWCA SALEM	OR
CORVALLIS MOUNTAIN RESCUE UNIT	OR	PORTLAND ART MUSEUM	OR
InventSuccess	OR	SAINT JAMES CATHOLIC CHURCH	OR
SHERIDAN JAPANESE SCHOOL FOUNDATION	OR	SOUTHERN OREGON HUMANE SOCIETY	OR
The Blosser Center for Dyslexia Resources	OR	VOLUNTEERS OF AMERICA OREGON	OR
MOSAIC CHURCH	OR	CENTRAL DOUGLAS COUNTY FAMILY YMCA	OR
HOUSING AUTHORITY OF LINCOLN COUNTY	OR	METROPOLITAN FAMILY SERVICE	OR
RENEWABLE NORTHWEST PROJECT	OR	OREGON MUSUEM OF SCIENCE AND INDUSTRY	OR
INTERNATIONAL SUSTAINABLE DEVELOPMENT FOUNDATION	OR	FIRST UNITARIAN CHURCH	OR
CONSERVATION BIOLOGY INSTITUTE	OR	ST. ANTHONY CHURCH	OR
THE NATIONAL ASSOCIATION OF CREDIT MANAGEMENT- OREGON, INC.	OR	Good Shepherd Medical Center	OR
BLACHLY LANE ELECTRIC COOPERATIVE	OR	Salem Academy	OR
MORNING STAR MISSIONARY BAPTIST CHURCH	OR	GEN CONF OF SDA CHURCH WESTERN OR	OR
NORTHWEST FOOD PROCESSORS ASSOCIATION	OR	PORTLAND ADVENTIST ACADEMY	OR
INDEPENDENT INSURANCE AGENTS AND BROKERS OF OREGON	OR	ST VINCENT DE PAUL OUTSIDE IN	OR
OREGON EDUCATION ASSOCIATION	OR	UNITED CEREBRAL PALSY OF OR AND SW WA	OR
HEARING AND SPEECH INSTITUTE INC	OR	WILLAMETTE VIEW INC.	OR
SALEM ELECTRIC	OR	PORTLAND HABILITATION CENTER, INC.	OR
MORRISON CHILD AND FAMILY SERVICES	OR	OREGON STATE UNIVERSITY ALUMNI ASSOCIATION	OR
JUNIOR ACHIEVEMENT	OR	ROSE VILLA, INC.	OR
CENTRAL BIBLE CHURCH	OR	NORTHWEST LINE JOINT APPRENTICESHIP & TRAINING COMMITTEE	OR
MID COLUMBIA MEDICAL CENTER-GREAT 'N SMALL	OR	BOYS AND GIRLS CLUBS OF PORTLAND METROPOLITAN AREA	OR
TRILLIUM FAMILY SERVICES, INC.	OR	ROGUE FEDERAL CREDIT UNION	OR
		Oregon Research Institute	OR
		WILLAMETTE LUTHERAN HOMES, INC	OR
		LANE MEMORIAL BLOOD	OR

STATE NOTICE ADDENDUM

BANK		WHITE BIRD CLINIC	OR
PORTLAND JEWISH ACADEMY	OR	GOODWILL INDUSTRIES OF LANE AND SOUTH COAST COUNTIES	OR
LANECO FEDERAL CREDIT UNION	OR	PLANNED PARENTHOOD OF SOUTHWESTERN OREGON	OR
GRANT PARK CHURCH	OR	HOUSING NORTHWEST	OR
ST. MARYS OF MEDFORD, INC.	OR	OREGON ENVIRONMENTAL COUNCIL	OR
US CONFERENCE OF MENONNITE BRETHERN CHURCHES	OR	MEALS ON WHEELS PEOPLE, INC.	OR
FAITHFUL SAVIOR MINISTRIES	OR	FAITH CENTER	OR
OREGON CITY CHURCH OF THE NAZARENE	OR	Bob Belloni Ranch, Inc.	OR
OREGON COAST COMMUNITY ACTION	OR	GOOD SHEPHERD COMMUNITIES	OR
EDUCATION NORTHWEST COMMUNITY ACTION TEAM, INC.	OR	SACRED HEART CATHOLIC DAUGHTERS	OR
EUGENE SYMPHONY ASSOCIATION, INC.	OR	HELP NOW! ADVOCACY CENTER	OR
STAR OF HOPE ACTIVITY CENTER INC.	OR	TENAS ILLAHEE CHILDCARE CENTER	OR
SPARC ENTERPRISES	OR	SUNRISE ENTERPRISES	OR
SOUTHERN OREGON CHILD AND FAMILY COUNCIL, INC.	OR	LOOKING GLASS YOUTH AND FAMILY SERVICES	OR
SALEM ALLIANCE CHURCH Lane Council of Governments	OR	SERENITY LANE	OR
FORD FAMILY FOUNDATION	OR	EAST HILL CHURCH	OR
TRAILS CLUB	OR	LA GRANDE UNITED METHODIST CHURCH	OR
NEWBERG FRIENDS CHURCH	OR	COAST REHABILITATION SERVICES	OR
WOODBURN AREA CHAMBER OF COMMERCE	OR	Edwards Center Inc	OR
CONTEMPORARY CRAFTS MUSEUM AND GALLERY	OR	ALVORD-TAYLOR INDEPENDENT LIVING SERVICES	OR
CITY BIBLE CHURCH	OR	NEW HOPE COMMUNITY CHURCH	OR
OREGON LIONS SIGHT & HEARING FOUNDATION	OR	KLAMATH HOUSING AUTHORITY	OR
PORTLAND WOMENS CRISIS LINE	OR	QUADRIPLLEGICS UNITED AGAINST DEPENDENCY, INC.	OR
THE SALVATION ARMY - CASCADE DIVISION	OR	SPONSORS, INC.	OR
WILLAMETTE FAMILY	OR	COLUMBIA COMMUNITY MENTAL HEALTH ADDICTIONS RECOVERY CENTER, INC	OR

STATE NOTICE ADDENDUM

METRO HOME SAFETY REPAIR PROGRAM	OR	SUNNYSIDE FOURSQUARE CHURCH	OR
OREGON SUPPORTED LIVING PROGRAM	OR	TRAINING EMPLOYMENT CONSORTIUM	OR
SOUTH COAST HOSPICE, INC.	OR	RELEVANT LIFE CHURCH	OR
ALLFOURONE/CRESTVIEW CONFERENCE CTR.	OR	211INFO	OR
The International School	OR	SONRISE CHURCH	OR
REBUILDING TOGETHER - PORTLAND INC.	OR	LIVING WAY FELLOWSHIP Women's Safety & Resource Center	OR
PENDLETON ACADEMIES	OR	SEXUAL ASSAULT RESOURCE CENTER	OR
PACIFIC FISHERY MANAGEMENT COUNCIL	OR	IRCO	OR
DOGS FOR THE DEAF, INC.	OR	NORTHWEST YOUTH CORPS	OR
PUBLIC DEFENDER SERVICES OF LANE COUNTY, INC.	OR	TILLAMOOK CNTY WOMENS CRISIS CENTER	OR
EMMAUS CHRISTIAN SCHOOL	OR	SECURITY FIRST CHILD DEVELOPMENT CENTER	OR
DELIGHT VALLEY CHURCH OF CHRIST	OR	CLASSROOM LAW PROJECT	OR
SAINT CATHERINE OF SIENA CHURCH	OR	YOUTH GUIDANCE ASSOC.	OR
PORT CITY DEVELOPMENT CENTER	OR	PREGNANCY RESOUCCE CENTERS OF GRETER PORTLAND	OR
VIRGINIA GARCIA MEMORIAL HEALTH CENTER	OR	ELMIRA CHURCH OF CHRIST	OR
CENTRAL CITY CONCERN	OR	JASPER MOUNTAIN	OR
CANBY FOURSQUARE CHURCH	OR	ACUMENTRA HEALTH	OR
EMERALD PUD	OR	WORKSYSTEMS INC	OR
VERMONT HILLS FAMILY LIFE CENTER	OR	COVENANT CHRISTIAN HOOD RIVER	OR
BENTON HOSPICE SERVICE	OR	OREGON DONOR PROGRAM	OR
INTERNATIONAL SOCIETY FOR TECHNOLOGY IN EDUCATION	OR	NAMI OREGON	OR
COMMUNITY CANCER CENTER	OR	OLIVET BAPTIST CHURCH	OR
OPEN MEADOW ALTERNATIVE SCHOOLS, INC.	OR	SILVERTON AREA COMMUNITY AID	OR
CASCADIA BEHAVIORAL HEALTHCARE	OR	CONFEDERATED TRIBES OF GRAND RONDE	OR
WILD SALMON CENTER	OR	NEIGHBORIMPACT	OR
BROAD BASE PROGRAMS INC.	OR	CATHOLIC COMMUNITY SERVICES	OR
		NEW AVENUES FOR YOUTH INC	OR
		LA CLINICA DEL CARINO FAMILY HEALTH CARE CENTER	OR

STATE NOTICE ADDENDUM

DECISION SCIENCE		HOSPITAL	
RESEARCH INSTITUTE, INC.	OR	NORTHWEST ENERGY	
WESTERN STATES CENTER	OR	EFFICIENCY ALLIANCE	OR
HIV ALLIANCE, INC	OR	BONNEVILLE	
PARTNERSHIPS IN		ENVIRONMENTAL	
COMMUNITY LIVING, INC.	OR	FOUNDATION	OR
FANCONI ANEMIA RESEARCH		SUMMIT VIEW COVENANT	
FUND INC.	OR	CHURCH	OR
BLIND ENTERPRISES OF		SALMON-SAFE INC.	OR
OREGON	OR	BETHEL CHURCH OF GOD	OR
OREGON BALLET THEATRE	OR	PROVIDENCE HOOD RIVER	
SMART	OR	MEMORIAL HOSPITAL	OR
All God's Children		SAINT ANDREW NATIVITY	
International	OR	SCHOOL	OR
FARMWORKER HOUSING		BARLOW YOUTH FOOTBALL	OR
DEV CORP	OR	SPOTLIGHT THEATRE OF	
UMPQUA COMMUNITY		PLEASANT HILL	OR
DEVELOPMENT		FAMILIES FIRST OF GRANT	
CORPORATION	OR	COUNTY, INC.	OR
REGIONAL ARTS AND		TOUCHSTONE PARENT	
CULTURE COUNCIL	OR	ORGANIZATION	OR
THE EARLY EDUCATION		CANCER CARE RESOURCES	OR
PROGRAM, INC.	OR	CASCADIA REGION GREEN	
MACDONALD CENTER	OR	BUILDING COUNCIL	OR
EVERGREEN AVIATION		SHERMAN DEVELOPMENT	
MUSEUM AND CAP.		LEAGUE, INC.	OR
MICHAEL KING.	OR	SCIENCEWORKS	OR
SELF ENHANCEMENT INC.	OR	WORD OF LIFE COMMUNITY	
FRIENDS OF THE CHILDREN	OR	CHURCH	OR
SOUTH LANE FAMILY		SOCIAL VENTURE PARTNERS	
NURSERY DBA FAMILY		PORTLAND	OR
RELIEF NURSE	OR	OREGON PROGRESS FORUM	OR
COMMUNITY VETERINARY		CENTER FOR RESEARCH TO	
CENTER	OR	PRACTICE	OR
PORTLAND SCHOOLS		WESTERN RIVERS	
FOUNDATION	OR	CONSERVANCY	OR
SUSTAINABLE NORTHWEST	OR	UNITED WAY OF THE	
OREGON DEATH WITH		COLUMBIA WILLAMETTE	OR
DIGNITY	OR	EUGENE BALLET COMPANY	OR
BIRCH COMMUNITY		EAST WEST MINISTRIES	
SERVICES, INC.	OR	INTERNATIONAL	OR
BAY AREA FIRST STEP, INC.	OR	SISKIYOU INITIATIVE	OR
OSLC COMMUNITY		EDUCATIONAL POLICY	
PROGRAMS	OR	IMPROVEMENT CENTER	OR
EN AVANT, INC.	OR		
ASHLAND COMMUNITY	OR		

STATE NOTICE ADDENDUM

North Pacific District of Foursquare Churches	OR	Lincoln City Chamber of Commerce	OR
CATHOLIC CHARITIES	OR	DrupalCon Inc., DBA Drupal Association	OR
FIRST CHURCH OF THE NAZARENE	OR	Albany Partnership for Housing and Community Development	OR
WESTSIDE BAPTIST CHURCH Housing Development Center	OR	SEED OF FAITH MINISTRIES Hermiston Christian Center & School	OR
Hoodview Christian Church	OR	SALEM FREE CLINICS	OR
Child Evangelism Fellowship	OR	Dress for Success Oregon	OR
Little Promises Children's Program	OR	Beaverton Rock Creek Foursquare Church	OR
UNION GOSPEL MISSION	OR	St Paul Catholic Church	OR
GRACE BAPTIST CHURCH	OR	St Mary's Catholic School and Parish	OR
COMMUNITY ACTION ORGANIZATION	OR	Polk Soil and Water Conservation District	OR
OUTSIDE IN	OR	Street Ministry	OR
MAKING MEMORIES BREAST CANCER FOUNDATION, INC.	OR	La Grande Church of the Nazarene	OR
ELAW	OR	Spruce Villa, Inc.	OR
COMMUNITY HEALTH CENTER, INC	OR	OREGON SCHOOL BOARDS ASSOCIATION	OR
Greater Portland INC	OR	House of Prayer for All Nations	OR
Eugene Builders Exchange	OR	Sacred Heart Catholic Church	OR
Boys & Girls Club of Corvallis	OR	African American Health Coaliton, Inc.	OR
Southeast Uplift		Happy Canyon Company	OR
Neighborhood Coalition	OR	Village Home Education Resource Center	OR
First United Presbyterian Church	OR	Monet's Children's Circle	OR
PDX Wildlife	OR	Cascade Housing Association	OR
Friends of the Opera House	OR	Dayspring Fellowship	OR
Jackson-Josephine 4-C Council	OR	Northwest Habitat Institute	OR
North Coast Family Fellowship	OR	Winding Waters Medical Clinic	OR
P E C I	OR	First Baptist Church	OR
Childswork Learning Center	OR	The Nature Conservancy, Willamette Valley Field Office	OR
Portland Schools Alliance	OR	Serenity Lane Health Services	OR
New Artists Performing Arts Productions, Inc.	OR		
Relief Nursery	OR		
St. Mary's Episcopal Church	OR		
Viking Sal Senior Center	OR		
Boys and Girls Club of the rogue valley	OR		

STATE NOTICE ADDENDUM

Portland Community		Ontrack Inc.	OR
Reinvestment Initiatives, Inc.	OR	Calvin Presbyterian Church	OR
Christians As Family		HOLT INTL CHILD	OR
Advocates	OR	St John The Baptist Catholic	OR
GeerCrest Farm & Historical		Portland Foursquare Church	OR
Society	OR	Portland Christian Center	OR
College United Methodist		Church Extension Plan	OR
Church	OR	Occu Afghanistan Relief	
The Collins Foundation	OR	Effort	OR
Prince of Peace Lutheran		EUGENE FAMILY YMCA	OR
Church & School	OR	Christ The King Parish and	
NEDCO	OR	School	OR
Salem Evangelical Church	OR	Newberg Christian Church	OR
Wild Lilac Child Development		First United Methodist	
Community	OR	Church	OR
Daystar Education, Inc.	OR	Zion Lutheran Church	OR
Oregon Social Learning		Southwest Bible Church	OR
Center	OR	Community Works Inc	OR
Pain Society of Oregon	OR	Masonic Lodge Pearl 66	OR
environmental law alliance		Molalla Nazarene Church	OR
worldwide	OR	Transition Projects, Inc	OR
Community in Action	OR	St Michaels Episcopal Church	OR
Safe Harbors	OR	Saint Johns Catholich Church	OR
FIRST CHRISTIAN CHURCH	OR	Access Inc	OR
Pacific Classical Ballet	OR	Community Learning Center	OR
Depaul Industries	OR	Old Mill Center for Children	
African American Health		and Families	OR
Coalition	OR	Sunny Oaks Inc	OR
Jesus Prayer Book	OR	Hospice Center Bend La Pine	OR
Coalition Of Community		Westside Foursquare Church	OR
Health	OR	Relief Nursery Inc	OR
River Network	OR	Morning Star Community	
CCI Enterprises Inc	OR	Church	OR
Oregon Nurses Association	OR	MULTNOMAH DEFENDERS	
GOODWILL INDUSTRIES OF		INC	OR
THE COLUMBIA		Providence Health System	OR
WILLAMETTE	OR	Holy Trinity Catholic Church	OR
Mount Angel Abbey	OR	Holy Redeemer Catholic	
YMCA OF ASHLAND	OR	Church	OR
YMCA OF COLUMBIA-		Alliance Bible Church	OR
WILLAMETTE ASSOCIATION		CARE OREGON	OR
SERVICES	OR	Mid Columbia Childrens	
Multnomah Law Library	OR	Council	OR
Friends Of Tryon Creek State		HUMANE SOCIETY OF	OR
P	OR		

STATE NOTICE ADDENDUM

REDMOND		Instituto de Cultura y Arte In	
Our Redeemer Lutheran Church	OR	Xochitl In Cuicatl	OR
Kbps Public Radio	OR	McKenzie Personnel Systems	OR
Skyball Salem Keizer Youth Bas	OR	OSLC COMMUNITY PROGRAMS OCP	OR
Open Technology Center	OR	Oregon Nikkei Endowment	OR
Grace Chapel	OR	Grace Community Church	OR
CHILDREN'S MUSEUM 2ND	OR	Eastern Oregon Alcoholism Foundation	OR
Solid Rock	OR	Grantmakers for Education	OR
West Chehalem Friends Church	OR	The Spiral Gallery	OR
Guide Dogs For The Blind	OR	The ALS Association Oregon and SW Washington Chapter	OR
Aldersgate Camps and Retreats	OR	Children's Relief Nursery	OR
St. Katherine's Catholic Church	OR	Home Builders	OR
The Alliance NW of the Christian & Missionary Alliance	OR	New Life Baptist Church	OR
Bags of Love	OR	Feral Cat Awareness Team	OR
Grand View Baptist Church	OR	Florence United Methodist Church	OR
Green Electronics Council	OR	World of Speed	OR
Scottish Rite	OR	SW Community Health Center	OR
Western Wood Products Association	OR	Energy Trust of Oregon	OR
THE NEXT DOOR	OR	St. Vincent de Paul Church	OR
NATIONAL PSORIASIS FOUNDATION	OR	Fr. Bernard Youth Center	OR
NEW BEGINNINGS CHRISTIAN CENTER	OR	Oregon Psychoanalytic Center	OR
HIGHLAND UNITED CHURCH OF CHRIST	OR	Store to Door	OR
OREGON REPERTORY SINGERS	OR	Oregon Translational Research and Development	
HIGHLAND HAVEN	OR	Insitute	OR
FAIR SHARE RESEARCH AND EDUCATION FUND	OR	Depaul Industries	OR
Oregon Satsang Society, Inc., A chartered Affiliate of ECKANKAR , ECKA	OR	OUR LADY OF PERPETUAL HELP CATHOLIC CHURCH	
First Baptist Church of Enterprise	OR	ALBANY OREGON	OR
The Canby Center	OR	SELCO Community Credit Union	OR
REDMOND FIRE & RESCUE	OR	Prairie Baptist Church	OR
		North Coast Christian Church	OR
		Union County Economic Development Corp.	OR
		Camelto Theatre Company	OR
		Camp Fire Columbia	OR
		TAKE III OUTREACH	OR
		Rolling Hills Community	OR

STATE NOTICE ADDENDUM

Church		FAIRFIELD BAPTIST CHURCH	OR
Eugene Swim and Tennis Club	OR	Sexual Assault Support Services	OR
Summa Institute	OR	Neskowin Valley School	OR
Amani Center	OR	RON WILSON CENTER FOR EFFECTIVE LIVING INC	OR
Billy Webb Elks lodge #1050	OR	St. Joseph Shelter	OR
Silverton Senior Center	OR	The Inn Home for Boys, Inc.9138	OR
First Evangelical Presbyterian Church of Oregon City	OR	MCKENZIEWATERSHED COUNCIL	OR
Joyful Servant Lutheran Church	OR	Opportunity Connections	OR
Sandy Seventh-day Adventist Church	OR	MENNONITE HOME OF ALBANY INC	OR
Muddy Creek Charter School	OR	Oregon Technical Assistance Corporation	OR
A FAMILY FOR EVERY CHILD	OR	Oregon And Southern Idaho Laborers Employers Training School	OR
1000 FRIENDS OF OREGON	OR	New Life Fellowship Church of God	OR
OREGON PEDIATRIC SOCIETY NONPROFIT ASSOCIATION OF OREGON	OR	Gladstone Senior Center	OR
LUKE DORF INC	OR	Education Travel & Culture, Inc.	OR
FAMILY CARE INC	OR	Rural Development Initiatives	OR
MEDICAL TEAMS INTL	OR	Jason Lee Manor/UMRC	OR
Clean Slate Canine Rescue & Rehabilitation	OR	Jesus Pursuit Church	OR
St. Martins Episcopal church	OR	YMCA of Marion and Polk Counties	OR
Food for Lane County	OR	PacificSource Health	OR
Clatsop Behavioral Healthcare	OR	Faith Christian Fellowship	OR
columbia gorge discovery center and museum	OR	Brookings Elks Lodge	OR
NAMI of Washington County	OR	Tualatin Lacrosse Club	OR
American Legion Aloha Post 104	OR	Tillamook Seventh Day Adventist Church	OR
The Dalles Art Association	OR	Oregon Jewish Community Foundation	OR
Temple Beth Israel	OR	East River Fellowship	OR
Willamette Leadership Academy/Pioneer Youth Corps Of Oregon	OR	Holy Family Academy	OR
Rose Haven	OR	FIRST BAPTIST CHURCH OF EUGENE	OR
Dallas Church	OR	PORTLAND METRO RESIDENTIAL SERVICES	OR
OREGON STATE UNIVERSITY BOOKSTORE INC	OR	Peace Lutheran Church	OR
NORTH WILLAMETTE VALLEY HABITAT FOR HUMANITY	OR		

STATE NOTICE ADDENDUM

Living Word Christian Center	OR	Yellowhawk Tribal Health	OR
Housing Authority of Douglas County	OR	CASA of Marion County	OR
Vietnamese Christian Community Church	OR	Oregonians for Food & Shelter	OR
Forest Park Conservancy	OR	Westside Church of Christ Inc	OR
Friends for Animals	OR	Northwest Family Services	OR
Family Building Blocks	OR	Network Charter School	OR
Goodwill Industries of Lane and South Coast	OR	Ride Connecton	OR
Agia Sophia Academy	OR	Parenting Now!	OR
Friends of Driftwood Library	OR	Christian Church of Woodburn	OR
Consumers Power Inc.	OR	Verde	OR
A. C. Gilbert's Discovery Village	OR	Native American Youth and Family Center Early College Academy	OR
First Lutheran Church of Astoria	OR	USO Northwest	OR
Fund For Christian Charity	OR	Norkenzie Christian Church	OR
Deer Meadow Assisted Living	OR	Little Flower Development Center	OR
Oregon Laborers-Employer Administrative Fund, LLC	OR	TLO Farms	OR
Umpqua Basin Water Association	OR	Evergreen Wings and Waves	OR
Alpha Lambda House Corporation	OR	Ascension Episcopal Parish	OR
St John Fisher Catholic Church Portland Oregon	OR	Center for Family Development	OR
Eugene Creative Care	OR	West Salem Foursquare Church	OR
The Church of Christ of Latter Day Saints	OR	Good Samaritan Ministry	OR
Cascade Height Public Charter School PTA	OR	Grace Lutheran Church of Molalla	OR
G.O.B.H.I	OR	Trinity Lutheran	OR
Association of Oregon Corrections EMPloyees, Inc.	OR	HOPE LUTHERAN CHURCH	OR
A Jesus Church Family	OR	Mount Pisgah Arboretum	OR
300 Main Inc	OR	Redeemer Lutheran Church	OR
Southwestern Oregon Public Defender Services, Inc.	OR	Disjecta Contemporary Art Center	OR
Albertina Kerr Centers	OR	Korean Central Covenant Church of Eugene	OR
Dufur Christian Church	OR	Yankton Baptist Church	OR
St. Matthew Catholic School	OR	BioGift Anatomical	OR
Serendipity Center Inc	OR	Lower Columbia Estuary Partnership	OR
		Mt Hood Hospice	OR
		Opportunity Foundation of central Oregon	OR

STATE NOTICE ADDENDUM

Constructing Hope	OR	Ashland Art Center	OR
Sprinkfield Elks #2145	OR	Apostolic Church of Jesus Christ	OR
Abuse Recovery Ministry & Services	OR	DOUGLAS FOREST PROTECTIVE	OR
Oasis Shelter Home	OR	Oregon Lyme Disease Network	OR
ST HENRYS CHURCH	OR	Ecotrust	OR
Nehalem Bay House	OR	SPECIAL MOBILITY SERVICES	OR
UNITED METHODIST CHURCH	OR	Bethlehem Christian Pre-School	OR
p:ear	OR	Historical Outreach Foundation	OR
Health Share of Oregon	OR	Texas Interventions and Counseling Inc	OR
St. Peter Catholic Church	OR	Brooklyn Primary PTO	OR
Mid Willamette Valley Community Action	OR	Mountain View Academy	OR
A Hope For Autism Foundation	OR	Salem Area Chamber of Commerce	OR
NW Sport Fishing	OR	First Congregational Chrch	OR
Breast Friends	OR	OREGON STATE FAIR	OR
SEPTL Southeast Portland Tool Library	OR	Tri-County Chamber of Commerce Inc	OR
Kids Unllimited Academy	OR	Ronald McDonald House Charities of Oregon & Southwest Washington	OR
Cappella Romana	OR	Center for Human Development	OR
National Christian Community Foundation	OR	SafeHaven Humane Society	OR
Legal Aid Services of Oregon	OR	Rainier Assembly of God	OR
LITC	OR	EUGENE CHRISTIAN FELLOWSHIP	OR
Willamette Valley Babe Ruth Center For Continuous Improvement	OR	Bridges to Change	OR
Northwest Center for Alternatives to Pesticides Junction	OR	DePaul Treatment Centers, Inc.	OR
City/Harrisburg/Monroe Habitat for Humanity	OR	Ministerio International Casa	OR
The Followers of Christ Church of Oregon City	OR	New Paradise Worship Center	OR
SEIU Local 49	OR	Mission Increase Foundation	OR
Emerald Media Group	OR	Curry Public Transit Inc	OR
West Hills Christian School	OR	THREE RIVERS CASINO	OR
Trillium Sprigs	OR	Brookings Harbor Christian School	OR
Smith Memorial Presbyterian Church	OR	Bethesda Lutheran Church	OR
Western Arts Alliance	OR	Legacy Mt. Hood Medical Center	OR
Youth Dynamics	OR		

STATE NOTICE ADDENDUM

Adelante Mujeres	OR	OEA CHOICE TRUST	OR
Yamhill Community Care Organization	OR	American Tinnitus Association	OR
Portland Japanese Garden	OR	Oregon Coast Aquarium, Inc.	OR
The Madeleine Parish	OR	HOPE POINT CHURCH	OR
The Tucker-Maxon Oral School	OR	Unitus Community Credit Union	OR
Southwest Neighborhoods, Inc	OR	St John the Baptist Greek Orthodox Church	OR
Wallowa Valley Center For Wellness	OR	COLUMBIA PACIFIC ECONOMIC DEVELOPMENT	
KIDS INTERVENTION AND DIAGNOSTIC CENTER	OR	DISTRICT OF OREGON	OR
Portland Yacht Club	OR	St Andrews Presbyterian	OR
League of Women Voters	OR	Oregon Rural Electric Cooperative Association	OR
Oregon & Southern Idaho District Council of Laborers'	OR	THE MILL CASINO	OR
Portland Police Sunshine Division	OR	Oregon State University	OR
Curry Health Network	OR	Treasure Valley Community College	OR
United Way of Lane County	OR	Unviersity of Oregon	OR
The Lighthouse School	OR	OREGON UNIVERSITY SYSTEM	OR
Great Portland Bible	OR	University of Western States	OR
College Possible	OR	GEORGE FOX UNIVERSITY	OR
Unithed Way	OR	LEWIS AND CLARK COLLEGE	OR
Community Energy Project	OR	PACIFIC UNIVERSITY	OR
Bridgeport Community Chapel	OR	REED COLLEGE	OR
Portland Oregon Visitors Association	OR	WILLAMETTE UNIVERSITY	OR
Barter Union International	OR	LINFIELD COLLEGE	OR
Southern Oregon Project Hope	OR	MULTNOMAH BIBLE COLLEGE	OR
Our United Villages	OR	NORTHWEST CHRISTIAN COLLEGE	OR
Samaritan Health Services Inc.	OR	NATIONAL COLLEGE OF NATURAL MEDICINE	OR
Santiam Assembly of God	OR	BLUE MOUNTAIN COMMUNITY COLLEGE	OR
CASCADES WEST FINANCIAL SERVICES IN	OR	PORTLAND STATE UNIV.	OR
Kilchis House	OR	CLACKAMAS COMMUNITY COLLEGE	OR
Calvary Assembly of God	OR	MARYLHURST UNIVERSITY	OR
Lake Grove Presbyterian Church	OR	OREGON HEALTH AND SCIENCE UNIVERSITY	OR
Grace Lutheran School	OR	BIRTHINGWAY COLLEGE OF MIDWIFERY	OR
Western Mennonite School	OR		

STATE NOTICE ADDENDUM

pacific u	OR	LOCAL GOVERNMENT	
UNIVERSITY OF OREGON	OR	PERSONNEL INSTITUTE	OR
CONCORDIA UNIV	OR	GRANTS PASS	
Marylhurst University	OR	MANAGEMENT SERVICES,	
Corban College	OR	DBA	OR
Oregon Center For Advanced		SPIRIT WIRELESS	OR
T	OR	Kartini Clinic	OR
UNIVERSITY OF PORTLAND	OR	Astra	OR
Portland Actors		Beit Hallel	OR
Conservatory	OR	Cvalco	OR
University Of Oregon		Elderhealth and Living	OR
Athletics Department	OR	OREGON CORRECTIONS	
Ecola Bible School	OR	ENTERPRISES	OR
WARNERPACIFIC COLG	OR	OREGON STATE HOSPITAL	OR
Beta Omega Alumnae	OR	OFFICE OF PUBLIC DEFENSE	
Oregon Institute of		SERVICES	OR
Technology	OR	Clatskanie People's Utility	
EASTERN OREGON		District	OR
UNIVERSITY	OR	PIONEER COMMUNITY	
Wilco Farmers	OR	DEVELOPMENT	OR
Harvest Church	OR	MARION COUNTY HEALTH	
Society of American		DEPT	OR
Foresters	OR	Ricoh USA	OR
Clackamas River Water		Heartfelt Obstetrics &	
Providers	OR	Gynecology	OR
eickhoff dev co inc	OR	Coquille Economic	
Cornerstone Association Inc	OR	Development Corporation	OR
The Klamath Tribe	OR	CITY/COUNTY INSURANCE	
advocate care	OR	SERVICE	OR
Cannon Beach Fire	OR	COMMUNITY CYCLING	
Life Flight Network LLC	OR	CENTER	OR
OREGON DEPT OF FISH &		Shangri La	OR
WILDLIFE-SAUVIE	OR	Portland Impact	OR
COVENANT RETIREMENT		Eagle Fern Camp	OR
COMMUNITIES	OR	KLAMATH FAMILY HEAD	
PENTAGON FEDERAL CREDIT		START	OR
UNION	OR	RIVER CITY DANCERS	OR
SAIF CORPORATION	OR	Oregon Permit Technical	
GREATER HILLSBORO AREA		Association	OR
CHAMBER OF COMMERCE	OR	KEIZER EAGLES AERIE 3895	OR
LANE ELECTRIC		Pgma/Cathie Bourne	OR
COOPERATIVE	OR	Sunrise Water	OR
USAGENCIES CREDIT UNION	OR	Burns Paiute Tribe	OR
PACIFIC CASCADE FEDERAL		Oregon Public Broadcasting	OR
CREDIT UNION	OR	La Grande Family Practice	OR

STATE NOTICE ADDENDUM

Linn Benton Lincoln Educational Services District	OR	MALIN COMMUNITY PARK AND RECREATION DISTRICT	OR
Ricoh USA	OR	TILLAMOOK PEOPLES UTILITY DISTRICT	OR
Sphere MD	OR	GLADSTONE POLICE DEPARTMENT	OR
BIENESTAR, INC.	OR	GOLD BEACH POLICE DEPARTMENT	OR
sunrise water authority	OR	THE NEWPORT PARK AND RECREATION CENTER	OR
Mountain Valley Therapy	OR	RIVERGROVE WATER DISTRICT	OR
EAsern Oregon Trade and Event Center	OR	TUALATIN VALLEY FIRE & RESCUE	OR
Waste-Pro	OR	GASTON RURAL FIRE DEPARTMENT	OR
NPKA	OR	CITY COUNTY INSURANCE SERVICES	OR
IBEW280	OR	SOUTH SUBURBAN SANITARY DISTRICT	OR
Confederated Tribes of Warm Springs	OR	SOUTH FORK WATER BOARD	OR
Point West Credit Union	OR	SUNSET EMPIRE PARK AND RECREATION	OR
Oregon State Credit Union	OR	SPRINGFIELD UTILITY BOARD	OR
PIONEER TELEPHONE COOPERATIVE	OR	Tillamook Urban Renewal Agency	OR
Halsey-Shedd Fire District	OR	Netarts Water District	OR
Northwest Power and Conservation Council	OR	OAK LODGE SANITARY DISTRICT	OR
Oregon Funeral Directors Association	OR	Boardman Rural Fire Protection District	OR
Nez Perce Tribe	OR	Tualatin Soil and Water Conservation District	OR
Obsidian Urgent Care, P.C.	OR	Silverton Fire District	OR
First Presbyterian Church of La Grande	OR	Lewis and Clark Rural Fire Protection District	OR
CONFLUENCE ENVIRONMENTAL CENTE	OR	Rainbow Water District	OR
A&I Benefit Plan Administrators, Inc.	OR	Illinois Valley Fire District	OR
K Churchill Estates	OR	Clatskanie RFPD	OR
CSC HEAD START	OR	PORT OF TILLAMOOK BAY	OR
NORTHWEST VINTAGE CAR AND MOTORCYCLE	OR	TRI-COUNTY HEALTH CARE SAFETY NET ENTERPRISE	OR
crescent grove cemetery	OR	METROPOLITAN EXPOSITION-RECREATION COMMISSION	OR
Port of Toledo	OR		
Roseburg Police Department	OR		
Molalla Rural Fire Protection District	OR		
MONMOUTH - INDEPENDENCE NETWORK	OR		
EUGENE WATER & ELECTRIC BOARD	OR		

STATE NOTICE ADDENDUM

REGIONAL AUTOMATED INFORMATION NETWORK	OR	State Accident Insurance Fund Corporation	OR
OAK LODGE WATER DISTRICT	OR	Bend Metro Park & Recreation District	OR
THE PORT OF PORTLAND	OR	Port of Hood River	OR
WILLAMALANE PARK AND RECREATION DISTRICT	OR	La Pine Park & Recreation District	OR
TUALATIN VALLEY WATER DISTRICT	OR	Brookings- Harbor School District 17c	OR
UNION SOIL & WATER CONSERVATION DISTRICT	OR	Siuslaw Public Library District	OR
LANE EDUCATION SERVICE DISTRICT	OR	Tri-County Metropolitan Transportation District of Oregon ("TriMet")	OR
TUALATIN HILLS PARK AND RECREATION DISTRICT	OR	Columbia River Fire & Rescue	OR
PORT OF SIUSLAW	OR	Fern Ridge Library District	OR
CHEHALEM PARK AND RECREATION DISTRICT	OR	Bend Park and Recreation District	OR
PORT OF ST HELENS	OR	Port of Garibaldi	OR
LANE TRANSIT DISTRICT	OR	Seal Rock Water District	OR
CENTRAL OREGON INTERGOVERNMENTAL COUNCIL	OR	Rockwood Water P.U.D.	OR
HOODLAND FIRE DISTRICT NO.74	OR	Tillamook Fire District	OR
MID COLUMBIA COUNCIL OF GOVERNMENTS	OR	Tillamook County Transportation Dist	OR
WEST MULTNOMAH SOIL AND WATER CONSERVATION DISTRICT	OR	Central Lincoln People's Utility District	OR
SALEM AREA MASS TRANSIT DISTRICT	OR	Jefferson Park and Recreation	OR
Banks Fire District #13	OR	City of Monmouth / Public Works	OR
KLAMATH COUNTY 9-1-1	OR	McMinnville Police Department	OR
GLENDALE RURAL FIRE DISTRICT	OR	Long Creek School District	OR
COLUMBIA 911 COMMUNICATIONS DISTRICT	OR	City of Sublimity	OR
CLACKAMAS RIVER WATER NW POWER POOL	OR	City of Central Point Parks and Recreation	OR
Lowell Rural Fire Protection District	OR	Gearhart Fire Department	OR
TriMet Transit	OR	Woodburn City Of	OR
Estacada Rural Fire District	OR	Brookings Fire / Rescue	OR
Keizer Fire District	OR	City of Veneta	OR
		CITY OF DAMASCUS	OR
		Hermiston Fire & Emergency Svcs	OR
		CEDAR MILL COMMUNITY LIBRARY	OR

STATE NOTICE ADDENDUM

CITY OF LAKE OSWEGO	OR	CITY OF RIDDLE	OR
LEAGUE OF OREGON CITIES	OR	CITY OF SCAPPOOSE	OR
CITY OF SANDY	OR	CITY OF SEASIDE	OR
CITY OF ASTORIA OREGON	OR	CITY OF SILVERTON	OR
CITY OF BEAVERTON	OR	CITY OF STAYTON	OR
CITY OF BOARDMAN	OR	City of Troutdale	OR
CITY OF CANBY	OR	CITY OF TUALATIN, OREGON	OR
CITY OF CANYONVILLE	OR	CITY OF WARRENTON	OR
CITY OF CENTRAL POINT		CITY OF WEST LINN/PARKS	OR
POLICE DEPARTMENT	OR	CITY OF WOODBURN	OR
CITY OF CLATSKANIE	OR	CITY OF TIGARD, OREGON	OR
CITY OF CONDON	OR	CITY OF AUMSVILLE	OR
CITY OF COOS BAY	OR	CITY OF PORT ORFORD	OR
CITY OF CORVALLIS	OR	CITY OF EAGLE POINT	OR
CITY OF CRESWELL	OR	CITY OF WOOD VILLAGE	OR
CITY OF ECHO	OR	St. Helens, City of	OR
CITY OF ESTACADA	OR	CITY OF WINSTON	OR
CITY OF EUGENE	OR	CITY OF COBURG	OR
CITY OF FAIRVIEW	OR	CITY OF NORTH PLAINS	OR
CITY OF GEARHART	OR	CITY OF GERVAIS	OR
CITY OF GOLD HILL	OR	CITY OF YACHATS	OR
CITY OF GRANTS PASS	OR	FLORENCE AREA CHAMBER	
CITY OF GRESHAM	OR	OF COMMERCE	OR
CITY OF HILLSBORO	OR	PORTLAND DEVELOPMENT	
CITY OF HOOD RIVER	OR	COMMISSION	OR
CITY OF JOHN DAY	OR	CITY OF CANNON BEACH OR	OR
CITY OF KLAMATH FALLS	OR	CITY OF ST. PAUL	OR
CITY OF LA GRANDE	OR	CITY OF ADAIR VILLAGE	OR
CITY OF MALIN	OR	CITY OF WILSONVILLE	OR
CITY OF MCMINNVILLE	OR	CITY OF HAPPY VALLEY	OR
CITY OF HALSEY	OR	CITY OF SHADY COVE	OR
CITY OF MEDFORD	OR	CITY OF LAKESIDE	OR
CITY OF MILL CITY	OR	CITY OF MILLERSBURG	OR
CITY OF MILWAUKIE	OR	CITY OF GATES	OR
CITY OF MORO	OR	KEIZER POLICE DEPARTMENT	OR
CITY OF MOSIER	OR	CITY OF DUNDEE	OR
CITY OF NEWBERG	OR	CITY OF AURORA	OR
CITY OF OREGON CITY	OR	THE CITY OF NEWPORT	OR
CITY OF PILOT ROCK	OR	CITY OF ALBANY	OR
CITY OF POWERS	OR	CITY OF ASHLAND	OR
RAINIER POLICE		CITY OF LEBANON	OR
DEPARTMENT	OR	CITY OF PORTLAND	OR
CITY OF REEDSPORT	OR	CITY OF SALEM	OR

STATE NOTICE ADDENDUM

CITY OF SPRINGFIELD	OR	City of Pendleton Parks & Recreation	OR
METRO	OR	CITY OF HEPPNER	OR
CITY OF BURNS	OR	CITY OF SWEETHOME	OR
CITY OF COTTAGE GROVE	OR	CITY OF THE DALLES	OR
CITY OF DALLAS	OR	CLACKAMAS FIRE DIST#1	OR
CITY OF FALLS CITY	OR	DESCHUTES PUBLIC LIBRARY	OR
CITY OF PHOENIX	OR	STAYTON FIRE DISTRICT	OR
CITY OF PRAIRIE CITY	OR	Lake County Chamber of Commerce Inc	OR
CITY OF REDMOND	OR	City of Ontario	OR
CITY OF SHERWOOD	OR	City of Corvallis Parks and Recreation	OR
City of junction city	OR	North Lincoln Fire & Rescue #1	OR
City of Florence	OR	Gresham Police Department	OR
Columbia Gorge Community	OR	City of Harrisburg	OR
City of Dayton	OR	Gladstone Public Library	OR
City of Carlton	OR	City of Portland Parks Bureau	OR
City of Pendleton		City of Astoria Parks Dept.	OR
Convention Center	OR	Seaside Fire & Rescue	OR
City of Monmouth	OR	Florence Police Department	OR
City of Philomath	OR	City Of North Bend	OR
City of Sheridan	OR	City of Union	OR
Seaside Public Library	OR	City of Nehalem	OR
City of Yoncalla	OR	City of Richland	OR
La Grande Police Department	OR	CITY OF LINCOLN CITY	OR
Cove City Hall	OR	City of Donald	OR
NW PORTLAND INDIAN HEALTH BOARD	OR	City of Milton-Freewater	OR
Portland Patrol Services	OR	CITY OF SCIO	OR
City Of Bend	OR	City of Forest Grove	OR
City Of Coquille	OR	City Govrnment	OR
City Of Molalla	OR	City of Mt. Angel	OR
ROCKWOOD WATER		Albany Police Department	OR
PEOPLE'S UTILITY DISTRICT	OR	Umatilla Electric Cooperative	OR
City of St. Helens	OR	WATER ENVIRONMENT SERVICES	OR
City of North Powder	OR	Polk County Fire District No.1	OR
City of Eugene	OR	Clatsop Care Health District-	
City of Cornelius, OR	OR	Clatsop Retirement Village	OR
Toledo Police Department	OR	Netarts-Oceanside RFPD	OR
City of Independence	OR	UIUC	OR
City of Cascade Locks	OR	Rogue River Fire District	OR
City of Columbia City	OR		
City of Baker City	OR		
McMinnville Water & Light	OR		

STATE NOTICE ADDENDUM

Aurora Rural Fire District	OR	Clackamas County Water	
Tillamook County Emergency		Environment Services	OR
Communications District	OR	Amity Fire District	OR
Southern Coos Hospital	OR	CENTRAL OREGON	
Oregon Cascades West		COMMUNITY COLLEGE	OR
Council of Governments	OR	UMPQUA COMMUNITY	
MULTONAH COUNTY		COLLEGE	OR
DRAINAGE DISTRICT #1	OR	LANE COMMUNITY COLLEGE	OR
PORT OF BANDON	OR	MT. HOOD COMMUNITY	
OR INT'L PORT OF COOS BAY	OR	COLLEGE	OR
MID-COLUMBIA CENTER FOR		LINN-BENTON COMMUNITY	
LIVING	OR	COLLEGE	OR
DESCHUTES COUNTY RFPD		SOUTHWESTERN OREGON	
NO.2	OR	COMMUNITY COLLEGE	OR
YOUNGS RIVER LEWIS AND		PORTLAND COMMUNITY	
CLARK WATER DISTRICT	OR	COLLEGE	OR
PACIFIC STATES MARINE		CHEMEKETA COMMUNITY	
FISHERIES COMMISSION	OR	COLLEGE	OR
CENTRAL OREGON		ROGUE COMMUNITY	
IRRIGATION DISTRICT	OR	COLLEGE	OR
MARION COUNTY FIRE		COLUMBIA GORGE	
DISTRCT #1	OR	COMMUNITY COLLEGE	OR
COLUMBIA RIVER PUD	OR	TILLAMOOK BAY	
SANDY FIRE DISTRICT NO. 72	OR	COMMUNITY COLLEGE	OR
BAY AREA HOSPITAL		KLAMATH COMMUNITY	
DISTRICT	OR	COLLEGE DISTRICT	OR
NEAH KAH NIE WATER		Oregon Coast Community	
DISTRICT	OR	College	OR
PORT OF UMPQUA	OR	Clatsop Community College	OR
EAST MULTNOMAH SOIL		North Portland Bible College	OR
AND WATER CONSERVANCY	OR	OREGON COMMUNITY	
Benton Soil & Water		COLLEGE ASSOCIATION	OR
Conservation District	OR	Umpqua Valley Public	
DESCHUTES PUBLIC LIBRARY		Defender	OR
SYSTEM	OR	Teacher Standards and	
CLEAN WATER SERVICES	OR	Practices Commission	OR
North Douglas County Fire &		Salem Keizer School District	
EMS	OR	Purchasing	OR
Crooked River Ranch Rural		Kdrv Channel 12	OR
Fire Protection District	OR	Opta Oregon Permit	
PARROTT CREEK CHILD &		Technician	OR
FAM	OR	Oregon Forest Resources	
South Lane County Fire And		Institute	OR
Rescue	OR	Office of the Ong Term Care	
Lake Chinook Fire & Rescue	OR	Ombudsman	OR

STATE NOTICE ADDENDUM

Oregon State Lottery	OR	Cor	
OREGON TOURISM COMMISSION	OR	OREGON DEPARTMENT OF HUMAN SERVICES	OR
OREGON STATE POLICE OFFICE OF THE STATE TREASURER	OR	Oregon Air National Guard Training & Employment	OR
OREGON DEPT. OF EDUCATION	OR	State of Oregon - Department of Administrative Services	OR
SEIU LOCAL 503, OPEU	OR	Aging and People with Disabilities	OR
OREGON DEPARTMENT OF FORESTRY	OR	Department of Administrative Services	OR
OREGON STATE DEPT OF CORRECTIONS	OR	Oregon State Treasury	OR
OREGON CHILD DEVELOPMENT COALITION	OR	Oregon State Fair Council	OR
OFFICE OF MEDICAL ASSISTANCE PROGRAMS	OR	Oregon DEQ	OR
OREGON OFFICE OF ENERGY	OR	Procurement Services/DAS	OR
OREGON STATE BOARD OF NURSING	OR	STATE OF OREGON	OR
BOARD OF MEDICAL EXAMINERS	OR	OREGON JUDICIAL DEPARTMENT	OR
OREGON LOTTERY	OR	Oregon State Board of Architect Examiners	OR
OREGON BOARD OF ARCHITECTS	OR	City of Astoria Fire Department	OR
SANTIAM CANYON COMMUNICATION CENTER	OR	Columbia Gorge ESD	OR
OREGON DEPT OF TRANSPORTATION	OR	Nehalem Bay Wastewater Association of Oregon	OR
OREGON TRAVEL INFORMATION COUNCIL	OR	Community Mental Health Programs	OR
OREGON DEPARTMENT OF EDUCATION	OR	VA	OR
OREGON DEPT. OF CORRECTIONS	OR	US FISH AND WILDLIFE SERVICE	OR
DEPARTMENT OF ADMINISTRATIVE SERVICES	OR	Bonneville Power Administration	OR
Oregon Board of Massage Therapists	OR	Bureau Of Land Management	OR
Oregon Tradeswomen	OR	Oregon Army National Guard	OR
Oregon Convention Center	OR	USDA Forest Service	OR
OREGON SCHL BRDS ASSOCIAT	OR	Yellowhawk Tribal Health Center	OR
Central Oregon Home Health and Hos	OR	ANGELL JOB CORPS	OR
Oregon Health Care Quality	OR	Coquille Indian Housing Authority	OR
		COLLEGE HOUSING NORTHWEST	OR

STATE NOTICE ADDENDUM

HOUSING AUTHORITY OF CLACKAMAS COUNTY	OR
HOUSING AUTHORITY OF PORTLAND	OR
WEST VALLEY HOUSING AUTHORITY	OR
HOUSING AUTHORITY AND COMMUNITY SERVICES AGENCY	OR
NORTH BEND CITY- COOS/URRY HOUSING AUTHORITY	OR
MARION COUNTY HOUSING AUTHORITY	OR
HOUSING AUTHORITY OF THE CITY OF SALEM	OR
Housing Authority of Yamhill County	OR
The Housing Authority of the County of Umatilla	OR
homeforward	OR

ATTACHMENT A
REFERENCES

Provide 3 references of Public Agencies where products or services of similar size and scope have been performed in the last 12 months. If additional space is required, provide on a separate sheet.

Reference 1

Public Agency Name: _____
Phone: _____
Contact: _____ Email: _____
Title: _____
Address: _____

Description of products or services provided:

Total dollar amount: _____

Reference 2

Public Agency Name: _____
Phone: _____
Contact: _____ Email: _____
Title: _____
Address: _____

Description of products or services provided:

Total dollar amount: _____

Reference 3

Public Agency Name: _____
Phone: _____
Contact: _____ Email: _____
Title: _____
Address: _____

Description of products or services provided:

Total dollar amount: _____

BOARD OF EDUCATION

Brooke Ashjian, President
Claudia Cazares, Clerk
Valerie F. Davis
Christopher De La Cerda
Lindsay Cal Johnson
Elizabeth Jonasson Rosas
Carol Mills, J.D.

ACTING SUPERINTENDENT

Robert G. Nelson

ADDENDUM No. 1
RFP No. -17-21
CLEANING SUPPLIES, EQUIPMENT AND CUSTODIAL RELATED
PRODUCTS, SERVICES AND SOLUTIONS

NOTICE TO ALL BIDDERS

This Addendum is attached to and made a part of the above entitled specifications for Fresno Unified School District.

Incorporate the following into your bid response.

The original link to download RFP 17-21 was incorrect. Below is the updated correct information.

Copies of the RFP documents may be downloaded @
<https://www.fresnou.org/dept/purchasing/Pages/Bid-Information.aspx> or obtained from the **District Purchasing Department**. Refer any questions to Marisa Thibodeaux at (559) 457-3584.

Purchasing Services

Paul Rosencrans, Executive Director
4498 N. Brawley Ave. Fresno, CA 93722
Ph. (559) 457-3588 Fax (559) 457-6040

ADDENDUM No. 2

RFP No. 17-21

**U.S. COMMUNITIES CLEANING SUPPLIES, EQUIPMENT AND CUSTODIAL RELATED
PRODUCTS, SERVICES AND SOLUTIONS**

NOTICE TO ALL BIDDERS

This Addendum is attached to and made a part of the above entitled specifications for Fresno Unified School District.

Incorporate the following into your bid response.

BID OPENING HAS CHANGED TO MAY 9, 2017 PRIOR TO 2:01 P.M.

Questions and answers from RFP # 17-21

1. Please provide the current contract pricing by line item

Answer: It is Fresno Unified School Districts policy not to release prior bid information when the new bid is open.

2. What are the annual sales by the incumbent supplier within each US STATE from July 1, 2015 thru June 30, 2016? Example, if there are 50 customers in the State of Oregon how much do the 50 customer's sales total for the time frame indicated.

Answer: Sales by state are unavailable.

3. What percentage of annual sales are by agency type- example K-12, Higher Education, Local Governments, and State Governments?

Answer: Sales by agency type are unavailable.

4. Can you extend the RFP due date an extra 2 weeks?

Answer: The proposal due date has been extended to May 9th, 2017 at 2:00 pm PST.

5. On the pricing commitment section, does this pricing commitment relate to only those prices under the same terms and conditions?

Answer: The U.S. Communities Pricing Commitment pertains to any items sold through the U.S. Communities contract. Please refer to 3.3 (b), Pricing Commitment in Appendix B.

6. On the pricing commitment section, what if the manufacturers do not offer the same or lowest cost available to distributors for the US Communities contract? Distributor pricing is dependent on what costs we, distributors receive manufacturers of the products being offered through contract.

Answer: The Pricing Commitment requires that “the pricing offered under the Master Agreement is the lowest overall available pricing (net to purchaser) on Products and Services that [the Supplier] offers to Public Agencies”. Please refer to 3.3 (b), Pricing Commitment in Appendix B.

7. On the pricing commitment section, how will US Communities respond if we as a contractor try to transition current business from a public agency to the US Communities contract where it results in a loss in revenue because the manufacturer(s) is unwilling to offer the contracted distributor a lower cost?

Answer: Please refer to Section 3.3 (a), (iii) and (iv) of Appendix B.

8. On the pricing commitment section, how will US Communities respond when a bid is published that does not allow pricing to be offered by the winning bidder using a GPO that does not contain the same terms of the RFP?

Answer: Please refer to Section 3.3 (b), (iv) (A-E) of Appendix B.

9. US Communities stipulates that the contractor’s sales force compensation and incentives under the UC Communities program shall be greater than or equal to the compensation and incentives earned under other contracts with public agencies. Why is this a concern? How can a contractor make such a commitment when there are no guarantee sales by end users for a new US Communities contractor?

Answer: The requirement of the U.S. Communities Sales Commitment is to lead with U.S. Communities and this language ensures no sales person is discouraged from selling using the Master Agreement due to compensation barriers.

10. Can you kindly send me your current award tabulation to include the products with pricing that was previously awarded for our review?

Answer: See answer to Question 1.

11. For the Fresno Unified School District bid, will the deliveries be sent to each school or do you have a main warehouse that will receive deliveries?

Answer: All deliveries for Fresno Unified will be sent to a central warehouse for distribution to school sites. Due to the fact that this is a nationwide bid, there may be other agencies that require purchases to be sent to multiple sites.

12. For addendum #1 the link to download the documents I still show attachment B sample pricing as the items that are going out to bid.

Answer: Please see section 6.2 of the RFP on page 29.

13. Now in the meeting you stated that these were not the complete bid items that it was just a sample sheet, where can I find the complete list unless I misunderstood and this is the complete items list.

Answer: Please see answer to Question 12.

14. Also can I have the list of attendees at the meeting

Answer: This is provided as a part of this Addendum.

15. It was noted during the pre-bid meeting that US Communities/Fresno Unified will be selecting a single vendor. Is there any opportunity for multiple awards should bidders recommend unique or innovative solutions? We recognize that not all agencies will be willing to try new technology but also believe that many may wish to have the option.

Answer: Please see the Multiple Awards section of the RFP on page 10. FUSD reserves the right to award the contract in the aggregate, by section, multiple award, primary, secondary, and tertiary, whichever is in the best interest of the School District and Participating Public Agencies as a result of this solicitation.

16. On page 20 under "Distribution – 3", how is "retail network" defined? Do you need the total square footage of all member distribution facilities? (We have 120+ members)

Answer: Please provide the number and location of each retail and distribution facility. Please provide a listing of these facilities and a map, if available.

17. On page 20 under "Distribution – 4", what exactly is meant by "support center?" Should this include each of Triple S member location where we are able to directly service an account/customer?

Answer: Please indicate the number and location of customer support (service) centers.

18. On page 27 under section 5.1, is there specific language you require to be included in the notarized statement or can/should it be as simple as "Triple S hereby attests that the information included on the submitted thumb drives is identical to and a true copy of the information provided in the hard copy (printed) submission."

Answer: The above noted language is acceptable.

19. Is it permissible to provide pricing in terms of both "discount off list" and by using a "cost plus" model or do you prefer a single format exclusively?

Answer: Please refer to Section 6, Cost Proposal Instructions on page 28 of the RFP.

BOARD OF EDUCATION

Brooke Ashjian, President
Claudia Cazares, Clerk
Valerie F. Davis
Christopher De La Cerda
Lindsay Cal Johnson
Elizabeth Jonasson Rosas
Carol Mills, J.D.

ACTING SUPERINTENDENT

Robert G. Nelson

20. In Attachment C and under the last tab for “services,” are you referring to the proposed percentage mark-up over US Communities cost or “retail cost” for the service?

Answer: Please see Section 6, Cost Proposal Instructions, (d) on page 29 of the RFP.

21. We greatly respect the response timeline set forth by US Communities/Fresno Unified School District but kindly request an extension, preferably allowing for two additional weeks to respond.

Answer: Please see answer to Question 4.

22. While I understand it’s an information portal for the USC members, does it also need to be able to process orders? If so, besides the standard payment terms, would we need to accept credit cards as a form of payment as well?

Answer: The requirement in the Supplier Qualifications and Commitments, (d) Sales Commitment, (iv) Participating Public Agency Access, describes the U.S. Communities landing page required of any awarded vendor. This page does not require the ability to process orders. Please describe your company’s order processing abilities in the Supplier Information Section, Administration.



SupplyWorks

A Home Depot Company 

**INTERLINE BRANDS INC DBA SUPPLYWORKS
A HOME DEPOT COMPANY**

TECHNICAL PROPOSAL TO

FRESNO UNIFIED SCHOOL DISTRICT

IN RESPONSE TO

RFP # 17-21

**CLEANING SUPPLIES, EQUIPMENT AND CUSTODIAL RELATED PRODUCTS,
SERVICES & SOLUTIONS**

PROPOSAL COVER SHEET

CLEANING SUPPLIES, EQUIPMENT AND CUSTODIAL RELATED PRODUCTS, SERVICES AND SOLUTIONS

This Proposal submitted by:

Name of Organization: Interline Brands, d/b/a SupplyWorks

Address: 701 San Marco Blvd

City/State/Zip: Jacksonville, FL 32207

Phone: 904-421-1400

Fax: 856-317-9802

In accordance with the following and in compliance with all terms and conditions, unless otherwise noted, the undersigned offers and agrees, if the proposal is accepted, to furnish items or services for which prices are quoted, delivered or furnished to designated points within the time specified. It is understood and agreed that with respect to all terms and conditions accepted by Fresno Unified School District the items or services offered and accompanying attachments shall constitute a contract.

By signing this proposal, Vendor certifies, acknowledges, understands, and agrees to be bound by the conditions set forth in this Request for Proposal.



Vendor Legally Authorized Signature

Eric Thompson
Print Name

Vice President, FP&A, Sales Ops and Pricing
Title

5/3/17
Date



A Home Depot Company



Interline Brands dba
SupplyWorks, a Home Depot U.S.A. Inc.
Proposal in Response to RFP 17-21
Cleaning Supplies, Equipment and Custodial Related
Products, Services & Solutions

May 8, 2017

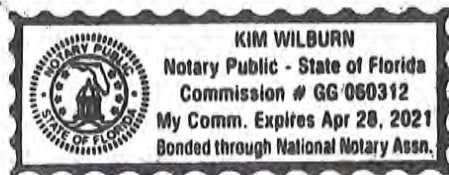
Fresno Unified School District
Purchasing Department
4498 N. Brawley Avenue
Fresno, CA 93722

Subject: Fresno Unified School District Request for Proposal (RFP) 17-21 for Cleaning
Supplies, Equipment, and Custodial Related products, Services and Solutions –
Notarized Statement Regarding electronic files on thumb drives

As requested by the subject RFP, SupplyWorks has submitted the required five copies of our
technical proposal offering and five copies of our Cost proposal offering on individual thumb
drives. This letter is to serve as verification that the thumb drives submitted are identical to our
original proposal including the same arrangements, headings, and offering.

Regards,

Eric Thompson
Interline Brands dba SupplyWorks
Vice President FP&A, Sales Ops and Pricing



Notary: Kim Wilk



A Home Depot Company 

*Interline Brands dba
SupplyWorks
Proposal in Response to RFP 17-21
Cleaning Supplies, Equipment and Custodial Related
Products, Services & Solutions*

May 8, 2017

To: Fresno Unified School District
4498 N. Brawley Ave
Fresno, CA 93722
Attention: Marisa Thibodeaux, Purchasing Department

On behalf of our 4,800 associates who make Interline Brands a premier distributor of janitorial, custodial and facility maintenance products, thank you for the opportunity to propose a solutions for your facility's needs and support of the U.S. Communities members across the nation.

Interline Brands Inc. is a large scale, national distributor of janitorial, custodial and maintenance products to all customer segments through various brands. Approaching 2 billion dollars in sales, Interline markets its products and services through our family of brands. SupplyWorks is our new Institutional brand which combines the market expertise of Amsan®, JanPak, CleanSource, Trayco and Sexauer® to become the leading broad-line national provider of integrated facility maintenance solutions with unparalleled expertise in all things relating to janitorial and custodial products.

In July 2015, Interline Brands was purchased by The Home Depot combining the national strength of our Interline Brands family of brands with the global strength, recognition and national infrastructure of The Home Depot.

The proposal enclosed will demonstrate our ability to provide a high level of customer service at the local level while effectively leveraging our global procurement resources. We believe our proposal will showcase the value that SupplyWorks can provide Fresno Unified School District and all U.S. Communities agencies nationally.

Kindly advise our team regarding any questions on this offering and any award decision.

Regards,



Eric Thompson
Interline Brands dba SupplyWorks
Vice President FP&A, Sales Ops and Pricing

EXECUTIVE SUMMARY

Interline Brands dba SupplyWorks is a leading national provider of integrated facility maintenance solutions. Our smart solutions and unparalleled expertise advance the performance, image, safety, health, and sustainability of facilities throughout the United States. As a Home Depot company our significantly increased depth and scale further help us promote a strategy of providing local, high touch customer service with an unrivaled national infrastructure.

Through our SupplyWorks division with our over 1000 sales professionals, we serve a diversified client base including state, county and local government, K-12 education, colleges/universities and non-profits. Over 200 customer care and technical support professionals can be reached at a U.S. Communities members' dedicated phone number (1.800.393.1131) or email (uscommunities@interlinebrands.com). We understand the four commitments set forth (Corporate, Pricing, Economy, and Sales); they were thoroughly reviewed and our position is further explained in detail in the proposal. As part of our commitment U.S. Communities is the only national Public cooperative that we would support under our SupplyWorks division.

The leadership team referenced in the proposal recognizes the successful foundation of this partnership will provide the maximum benefit to both participating public agencies and the supplier. We feel the team referenced signifies the importance with which we view this opportunity. We have the full support of our senior executive management team, many of them closely monitored and/or had input into this proposal.

The pricing model offered is designed to provide the Participating Public Agencies the most favorable overall available pricing that we offer to Public Agencies. Our pricing model will be managed utilizing our customized online product catalog at <https://usc.supplyworks.com/> This robust website provides 24/7 access to over 140,000 (10,000 jan-san) stocked SKUs, in addition to valuable web tools and resources. A participating Public Agency will be able to access customized U.S. Communities pricing that will show our everyday price (List Price) and clearly show their discounted U.S. Communities member price.

In our proposal we will go into further detail on numerous other areas that we feel are critical components that will demonstrate our commitment and strategy for success. Some of those components include a dedicated team of in-house specialists who can partner with Public Agencies to oversee electronic integration and management of purchasing applications with SupplyWorks, a full service inventory management program StockWise™ to improve



productivity, and reduce costs, our In-Site™ Total Cost Management Solution designed to work with your facility to enhance your operational efficiency.

By fourth quarter 2017 we will have additional benefits from being a Home Depot company including integrating a “one account” method of procuring from both the local Home Depot store and SupplyWorks. Towards the end of 2017 we will be adding thousands of new products that are available from Home Depot to our already robust online offering.

These customer focused tools and many more outlined in our proposal are why our reputation in the industry is not about the products we sell but instead about the solutions we create!

PROPOSER PROFILE

Below is a brief profile outlining the details of Interline Brands, Inc.

- SupplyWorks is a wholly owned division of Interline Brands Inc.
- Interline Brands, Inc. corporate headquarters is located at the address listed below:
701 San Marco Blvd.
Jacksonville, FL 32207
- Interline Brands, Inc. – Incorporated
2004 – State of Delaware.
- Interline Brands was founded in 1978
- Interline Brands, Inc. has approximately 4,800 employees.
- Interline Brands Federal Tax ID number is 22-2232386
- Interline Brands Inc. was purchased by The Home Depot in July 2015.

PROPOSER INFORMATION

- a. **Proposer shall provide a written narrative of its understanding and acceptance of the Supplier Qualifications Commitments in Section 1.**

SupplyWorks and Interline Brands understand that the mutual commitments outlined in Section 1 of this RFP are essential and vital to the success of a relationship of this nature. As part of our commitment, U.S. Communities is the only national Public cooperative that we would support under our SupplyWorks division.

We understand and acknowledge the four commitments set forth Corporate, Pricing, Economy, and Sales. Below we express our acceptance to these Supplier Commitments. Additionally, our acknowledgement and understanding of these four commitments are highlighted throughout our entire response.

CORPORATE COMMITMENT

The leadership team referenced in the proposal recognizes the successful foundation of this partnership will provide the maximum benefit to both participating public agencies and the supplier. We have the full support of our senior executive management team, many of them closely monitored and/or had input into this proposal signifying the importance with which we view this opportunity.

We will position this Master Agreement as the preferred offering to public agencies nationally; consistent with our current positioning of the Facilities Solutions US Communities contract. Additionally, the entire SupplyWorks sales force will be trained to understand, and reinforce, the U.S. Communities contract and will present the contract to existing and new customers.

PRICING COMMITMENT

The pricing model offered is designed to provide the Participating Public Agencies the most favorable overall available pricing to Public Agencies. Our pricing model will be managed utilizing our online product catalog at usc.supplyworks.com. This robust website provides 24/7 access to over 10,000 stocked Janitorial and Custodial Related SKUs, in addition to valuable web tools and resources. A participating Public Agency will be able to access customized U.S. Communities pricing that will show our everyday price (List Price) and clearly show their discounted U.S. Communities member price.

ECONOMY COMMITMENT

We understand the benefits of an agreement with U.S. Communities. We will continue to communicate the benefits of the Master Agreement over alternative options such as local bid and competitive solicitation options to existing and potential customers.

SALES COMMITMENT

We understand and commit to training the SupplyWorks sales force on how to present the U.S. Communities Master Agreement to agencies. The leadership team that is outlined in the proposal will work diligently to ensure all SupplyWorks sales representatives are trained on the benefits of the program, beyond just offering competitive pricing to participating agencies. An updated toolbox will be made available to our entire sales team with all documents, co-branded marketing material and additional information to effectively market the Master Agreement nationally.

Additionally, participating public agencies would have access to our already established dedicated communication links for ease of communication and access to SupplyWorks information.

- A dedicated U.S. Communities homepage with pertinent contract details. (updated upon award).
- A dedicated toll free phone number for inquiries (800-393-1131)
- A dedicated email address (uscommunities@supplyworks.com)
- A dedicated online website with access to view all items and the contracted pricing (usc.supplyworks.com)

We agree and encourage the regular review of the performance relative to the contract and our leadership team will commit to attending these reviews.

SUPPLIER WORKSHEET FOR NATIONAL PROGRAM CONSIDERATION

Suppliers are required to meet specific qualifications. Please respond in the spaces provided after each qualification statement below:

A. Will pricing for all Products/Services offered will be the most competitive pricing offered by your organization to Participating Public Agencies nationally.

YES NO

B. Does your company have the ability to provide service to any Participating Public Agencies in the contiguous 48 states, and the ability to deliver service in Alaska and Hawaii?

YES *NO

(*If no, identify the states where you have the ability to provide service to Participating Public Agencies.)

C. Does your company have a national sales force, dealer network or distributor with the ability to call on Participating Public Agencies in at least 35 U.S. states?

YES *NO

(*If no, identify the states where you have the ability to call on Participating Public Agencies.)

D. Check which applies for your company sales last year in the United States:

- Sales between \$0 and \$25,000,000
 Sales between \$25,000,001 and \$50,000,000
 Sales between \$50,000,001 and \$100,000,000
 Sales greater than \$100,000,001

E. Does your company have existing capacity to provide electronic and ecommerce ordering and billing?

YES NO

F. Will your company assign a dedicated Senior Management level Account Manager to support the resulting U.S. Communities program contract?

YES NO

G. Does your company maintain records of your overall Participating Public Agencies' sales that you can and will share with U.S. Communities to monitor program implementation progress?

YES NO

H. Will your company commit to the following program implementation schedule?
YES NO

I. Will the U.S. Communities program contract be your lead public offering to Participating Public Agencies?
YES NO

Submitted by:

Eric Thompson
(Printed Name)


(Signature)

VP FP&A, Sales Ops and Pricing
(Title)

5/3/17
(Date)

c. SUPPLIER INFORMATION

National Commitments

1. Please provide a written narrative of your understanding and acceptance of the Supplier Qualifications and Commitments.

SupplyWorks and Interline Brands understand that the mutual commitments outlined in Section 1 of this RFP are essential and vital to the success of a relationship of this nature. As part of our commitment, U.S. Communities is the only national Public cooperative that we would support under our SupplyWorks division.

We understand the four commitments set forth Corporate, Pricing, Economy, and Sales. Below we express our acceptance to these Supplier Commitments. Additionally, our acknowledgement and understanding of these four commitments are highlighted throughout our entire response.

CORPORATE COMMITMENT

The leadership team referenced in the proposal recognizes the successful foundation of this partnership will provide the maximum benefit to both participating public agencies and the supplier. We have the full support of our senior executive management team, many of them closely monitored and/or had input into this proposal signifying the importance with which we view this opportunity.

We will position this Master Agreement as the preferred offering to public agencies nationally. Additionally, the entire SupplyWorks sales force will be trained to understand the U.S. Communities contract and will present the contract to existing and new customers.

PRICING COMMITMENT

The pricing model offered is designed to provide the Participating Public Agencies the most favorable overall available pricing to Public Agencies. Our pricing model will be managed utilizing our online product catalog at usc.supplyworks.com. This robust website provides 24/7 access to over 10,000 stocked Janitorial and Custodial Related SKUs, in addition to valuable web tools and resources. A participating Public Agency will be able to access customized U.S. Communities pricing that will show our everyday price (List Price) and clearly show their discounted U.S. Communities member price.

ECONOMY COMMITMENT

We understand the benefits of an agreement with U.S. Communities. We will continue to communicate the benefits of the Master Agreement over alternative options such as local bid and competitive solicitation options to existing and potential customers.

SALES COMMITMENT

We understand and commit to training the SupplyWorks sales force on how to present the U.S. Communities Master Agreement to agencies. The leadership team that is outlined in the proposal will work diligently to ensure all SupplyWorks sales representatives are trained on the benefits of the program, beyond just offering competitive pricing to participating agencies. An updated toolbox will be made available to our entire sales team with all documents, co-branded marketing material and additional information to effectively market the Master Agreement nationally.

The average tenure of our more than 1,000 sales professionals across the US is 14 years. They receive monthly trainings in all areas covered in the scope of this agreement in addition to regular product knowledge training. Our Sales professionals are very experienced working through cooperative agreements and well versed on how pricing is managed and reporting needs and responsibilities. This represents a significant portion of our sales and therefore critical to be successful over long periods of time. They provide the plan and implement the training programs, perform site audits, and program recommendations that result. They coordinate with their sales managers to ensure program compliance with the Master Agreement.

Additionally, participating public agencies would have access to our already established dedicated communication links for ease of communication and access to SupplyWorks information.

- A dedicated U.S. Communities homepage with pertinent contract details. (to be updated upon award.
- A dedicated toll free phone number for inquiries (800-393-1131)
- A dedicated email address (uscommunities@supplyworks.com)
- A dedicated online website with access to view all items and the contracted pricing (usc.supplyworks.com)

We agree and encourage the regular review of the performance relative to the contract and our leadership team will commit to attending these reviews.

Company

2. Provide the total number and location of sales persons employed by your company in the United States.

STATE	QTY OF IBI SALES REPS	STATE	QTY OF IBI SALES REPS	STATE	QTY OF IBI SALES REPS
AK	1	MA	19	OH	23
AL	14	MD	10	OK	19
AR	1	ME	2	OR	13
AZ	16	MI	18	PA	20
CA	119	MN	15	PR	5
CO	35	MO	12	RI	3
CT	5	MS	2	SC	36
FL	259	MT	3	TN	17
GA	32	NC	27	TX	105
HI	1	ND	1	UT	8
IA	27	NE	15	VA	21
IL	59	NH	7	VT	1
IN	8	NJ	35	WA	44
KS	5	NM	1	WI	6
KY	4	NV	7	WV	10
LA	11	NY	39	WY	1
TOTAL # OF SALES REPRESENTATIVES NATIONALLY 1,142					

3. Please provide a narrative on how these sales people would be used to market the contract to eligible agencies across the country. Please describe what you have in place today and your future plans, if you were awarded the contract.

As a company we have a tenured team that has successfully managed Government Cooperatives that are national in scope; including current US Communities contracts. For that reason we have developed training systems that allow us to execute well in this environment. The average tenure of sales professionals is 14 years. All levels of sales management have performance reviews and bonus opportunities based on requirements that include Government Cooperative goals. This ensures all levels of sales management from senior level to local Regional Sales Managers are fully committed to the successful development and implementation of the contract with the local sales professionals.

Our government team is actively involved working in the field with our sales professionals. All leads and opportunities we generate through are marketing efforts and from U.S. Communities flow through our government team and are assigned to the local RSM who in turn assigns that lead to local sales professional. We have implemented a customized CRM program to track the performance of the sales team ensuring continuous follow up with potential leads. Through constant education of the sales force they recognize the value of the U.S Communities proposition for them and understand how it helps them achieve sales goals that sales leaders set for them. Certain sales professionals have specialties outside of government sales, yet a vast majority of our sales force is actively involved in current national Government Coop sales. New business time commitments of sales professionals engaged in Government Coop sales range from 25% to 100% with an average of about 68%.

4. Please provide the company’s annual sales for 2014, 2015, and 2016 in the United States. Sales reporting should be segmented into the following categories.

SUPPLIER ANNUAL SALES IN THE UNITED STATES FOR 2014, 2015, 2016			
Segment	2014	2015	2016
Cities	\$32,561,000	\$32,623,000	\$32,966,000
Counties	\$43,415,000	\$43,497,000	\$43,955,000
K-12 (Public & Private)	\$43,415,000	\$43,497,000	\$43,955,000
Higher Education (Public & Private)	\$21,707,000	\$21,749,000	\$21,977,000
States	\$54,269,000	\$54,372,000	\$54,944,000
Other Public Sector & Nonprofits	\$21,707,000	\$21,749,000	\$21,977,000
Federal	\$1,584,000	\$1,288,000	\$998,000
Private Sector	\$1,464,068,000	\$1,645,880,000	\$1,735,686,000
Total Supplier Sales	\$1,682,726,000	\$1,864,655,000	\$1,956,458,000

5. For the proposed products and services included in the scope of your response, provide annual sales for 2014, 2015, and 2016 in the United States. Sales reporting should be segmented into the following categories.

SUPPLIER ANNUAL SALES IN THE UNITED STATES FOR 2014, 2015, 2016			
Segment	2014	2015	2016
Cities	\$32,561,000	\$32,623,000	\$23,733,000
Counties	\$43,415,000	\$43,497,000	\$31,644,000
K-12 (Public & Private)	\$43,415,000	\$43,497,000	\$31,644,000
Higher Education (Public & Private)	\$21,707,000	\$21,749,000	\$15,822,000
States	\$54,269,000	\$54,372,000	\$39,555,000
Other Public Sector & Nonprofits	\$21,707,000	\$21,749,000	\$15,822,000
Federal	\$529,000	\$487,000	\$430,000
Private Sector	\$486,017,000	\$520,565,000	\$609,423,000

Total Supplier Sales	\$703,620,000	\$738,539,000	\$768,073,000
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6. Provide a list of your company’s ten largest public agencies including contact information.

	Customer	Contact Information
1	Portland Public Schools, OR	Frank Leavitt
2	Philadelphia Housing Authority, PA	David Walsh
3	SSD Minneapolis, MN	Vivian Blini
4	City of Houston, TX	Calvin Wells
5	Saint Lucie Schools, FL	Carolyn Rarreick
6	Camden City Schools, NJ	Regina Robinson
7	DFW International, TX	Ron Duncan
8	Fresno Unified School District, CA	Paul Rosencrans
9	City of Denver – Int’l Airport, CO	John Utterback
10	Harford County Schools, MD	Jennifer Horner

Distribution

1. Describe how your company proposes to distribute the products nationwide.

Interline Brands is one of the Nation’s largest distributors of janitorial, sanitation, housekeeping and MRO supplies. We own all of our distribution facilities, and trucks. We deploy and train all our Interline drivers and they are considered a vital component of our customer service. By having our own drivers and fleet of vehicles, Interline typically provides delivery, on stocked items, throughout the continental US within 24-48 hours upon receipt of orders. This allows us to maintain a high standard of customer satisfaction with respect to services. Depending upon the distribution location and where the customers are located, we would utilize UPS or LTL for agencies outside of our normal delivery area or for remote customer locations. We cover 98% of the United States population with next day delivery. We have a 98% fill rate on stocked items nationally. Please refer to question 4 below for additional details outlining the details of our distribution centers.

2. Identify all other companies that will be involved in processing, handling or shipping the product to the end user.

In addition to our fleet of over 500 branded vehicles we use third party LTL carriers for remote areas and occasional larger orders or drop shipments. In addition we utilize third party small package services such as UPS or FedEx for smaller orders or remote areas.

3. Provide the number, size and location of your company’s distribution facilities, warehouses and retail network as applicable.

Currently we have 100 distribution centers throughout the United States. Below is a detailed listing of all of our Interline Brands Distribution facilities and warehouses along with the square footage of each building.

CITY	STATE	SQ. FT.	CITY	STATE	SQ. FT.
Birmingham (SW)	AL	47,300	Aberdeen	NC	105,000
Huntsville (SW)	AL	45,382	Charlotte	NC	45,600
Phoenix	AZ	90,000	Rural Hall (SW)	NC	57,000
Bakersfield	CA	37,600	Omaha	NE	101,584
Commerce	CA	87,896	Bridgeport	NJ	61,500
Fresno	CA	6,144	Carlstadt	NJ	8,000
Sacramento	CA	7,464	Las Vegas	NV	50,400
Sacramento	CA	96,658	Las Vegas	NV	8,591
San Bernardino	CA	314,990	Long Island (Brentwood)	NY	53,000
San Diego	CA	12,895	Cincinnati (Blue Ash)	OH	33,711
San Jose	CA	103,140	Cleveland	OH	89,628
Ontario	CAN	41,790	Columbus	OH	67,364
Denver (Aurora)	CO	220,000	Oklahoma City	OK	20,000
Denver South	CO	5,042	Tulsa	OK	36,000
Greeley	CO	66,000	Eugene	OR	11,700
Pueblo	CO	43,720	Eugene	OR	3,000
Fort Myers (Pyramid)	FL	32,038	Portland (Gresham)	OR	44,854
Jacksonville	FL	299,000	Levittown	PA	384,000
Jacksonville	FL	58,052	Levittown	PA	24,000
Jacksonville (SW)	FL	84,244	Pittsburgh (Beaver Falls)	PA	55,000
Orlando	FL	28,102	Puerto Rico	PR	35,297
Orlando	FL	14,558	Columbia (SW)	SC	50,400
Orlando (SW)	FL	28,000	Florence	SC	41,840
Pompano	FL	130,000	Greenville (SW)	SC	84,000
Pompano Beach	FL	29,761	Port Arthur (SW)	SC	28,615
Tampa	FL	13,453	Summerville (Charleston)	SC	22,825
West Palm Beach	FL	13,190	Bristol (SW)	TN	57,600
Atlanta	GA	216,636	Nashville	TN	98,700
Atlanta (SW)	GA	29,260	Nashville-NDC	TN	317,085
Rossville (Chattanooga) (SW)	GA	45,799	Dallas (Grand Prairie)	TX	133,245
Davenport	IA	19,200	Dallas Fort Worth (SW)	TX	200,288

Chicago (Lombard)	IL	178,567	El Paso	TX	42,837
Herrin	IL	31,716	Houston	TX	97,600
Peoria	IL	69,957	Houston	TX	9,000
Rockford	IL	5,975	Houston (SW)	TX	82,320
Indianapolis (Fishers)	IN	44,840	Lufkin	TX	30,000
Indianapolis (Fishers)	IN	16,000	Paris	TX	56,226
Shawnee (Kansas City)	KS	85,638	San Antonio	TX	19,200
Louisville	KY	125,370	San Antonio	TX	12,548
New Orleans	LA	60,000	San Antonio	TX	12,800
Auburn (6th year)	MA	209,935	Draper	UT	13,189
Malden	MA	20,000	Richmond	VA	149,040
Laurel	MD	32,007	Port Angeles	WA	19,702
Detroit	MI	187,235	Seattle	WA	19,158
Detroit	MI	51,200	Seattle (Tukwila)	WA	63,770
Detroit	MI	20,265	Spokane	WA	25,400
Minneapolis (St. Paul)	MN	93,937	Yakima	WA	34,300
St. Louis (Hazelwood)	MO	16,259	Bluefield (SW)	WV	100,000
Great Falls	MT	4,500	Huntington	WV	6,672
Missoula	MT	1,800	Huntington (SW)	WV	32,279

4. Provide the number and location of support centers (if applicable).

Interline Brands has a network of customer service centers serving our tens of thousands of customers nationwide. The centers are nationwide and linked so our customers can always speak to a live professional. In addition, these centers are linked on a common system with all account details available to customer service representatives at all times. We also have a dedicated set of customer service representatives that have been deeply trained on U.S. Communities. We have a dedicated toll free number that will link customers to these representatives who will be trained on the Master agreement such that can provide a differential service.

Please see the below chart regarding our support centers nationwide.

NUMBER OF CUSTOMER SERVICE REPS	CITY	STATE
40	Tulsa	Oklahoma
13	Dallas	Texas
21	Pompano	Florida
40	Jacksonville	Florida
7	Mt. Laurel	New Jersey
26	San Jose	California

5. If applicable describe your company’s ability to do business with manufacturer/dealer/distribution organizations that are either MWBE businesses as defined by the Small Business Administration.

Interline Brands has an aggressive plan across all the product/service business categories in this RFP to increase partnerships with all small business categories including HUB Zone Small Businesses (HZSB), Small Disadvantaged Businesses (SDB), Women-Owned Small Businesses (WOSB), Veteran-Owned Small Businesses (VOSB), Service-Disabled Veteran-Owned Small Businesses (SDVOSB), and other small businesses.

Outlined below are the principal types of supplies and/or services we plan to sub-contract to our WMBE partners in the coming year.

Business Category or Size

Supplies/Services	Large	Small	VOSB	SDVOSB	HUBZone	SDB	WOSB
Product Manufacturers	X	X	X	X	X	X	X
Consulting Services	X	X	X				
Transportation/Logistics Services	X	X	X	X	X		
Promotional Products Providers	X	X				X	X
Janitorial Services	X	X	X	X	X	X	
Event Planning Services	X	X					X
Office Products, Including Paper & Toner	X	X	X	X			X

IBI, Inc.’s goal of \$80 MM in diversity spend for 2017 was derived by calculating an approximate 1.5% increase in spending over our 2016 subcontracting goals. In addition, in 2017 as we become more aligned with The Home Depot we will partner with their robust supplier diversity program in which over 9000 companies are registered as suppliers, service providers, potential suppliers, or potential service providers.

Marketing

1. Outline your company’s sales and marketing plan for the Products and Services to eligible agencies.

SupplyWorks understands that Marketing is integral to the success of the program. Monthly calls with our marketing team ensure we keep our microsite content fresh, exciting and relevant to our Public Agency customer base. Our goal is to participate in a minimum of 10 monthly U.S. Communities marketing (Solution) campaigns. Our marketing team works directly with U.S. Communities to provide on time delivery of appropriate content for that months campaign. For each Solutions Campaign we provide U.S. Communities with a link to a landing page and/or a content tab that has information of that month's topic.

We would continue to work with marketing to submit additional content such as a Tips on, How-to sections, white papers, case study or video to U.S. Communities and our micro-site. We would continue to offer educational articles for U.S. Communities to share with their sponsors and or other media outlets.

Scheduling quarterly marketing calls help all parties understand what is transpiring in the marketplace and it helps us generate ideas for promos, communications, etc. to be proactive with our customer base. Last year we participated in more than 30 Strategic Sourcing Summits with plans to expand our attendance at these events. Upon award we will expand our customized website and make sure it is compliant and easy to use for all Public Agencies. All contract details will be easily accessible on the website.

For those public agencies that opt in, we will send customized Email blasts monthly. With innovation and new products becoming available under the janitorial offering, we will offer quarterly branded mini catalogs specifically for U.S. Communities customers along with monthly specials.

Additionally we are partnering with our Home Depot Pro division to attend a minimum of 5 major Public Agency targeted tradeshow annually where we can showcase our Janitorial and custodial product offering along with our MRO offering.

2. Explain how your company will educate its national sales force about the Master Agreement.

The SupplyWorks national sales force would receive specific training (Launch Kits) outlining the details of the new U.S Communities Master Agreement, its members and specific target accounts. This training will be continually refined based upon our long-standing contractual relationships under the US Communities umbrella. Senior Management that has been assigned to the U.S. Communities program will be regularly involved with training of the sales force and will always be available to answer questions relating to the contract offering, contract details, program details, etc. Additionally, we

will coordinate on a regional basis with the U.S. Communities Program Managers on providing localized training and expertise, so that our sales force can effectively recruit new agencies for the U.S. Communities program.

3. Explain how your company will market and transition the Master Agreement into the primary offering to Participating Public Agencies.

SupplyWorks has extensive expertise in the development and launch of National Cooperative purchasing programs under US Communities. We will specifically meet with our senior management assigned to the U.S. Communities program to develop a custom launch kit for US Communities members. We will schedule regional Meetings with the front line managers to train and equip our sales force to be effective in marketing and promoting products to State and local government agencies nationwide. Our senior management team assigned to the U.S. Communities program will be heavily involved with the ongoing development and growth of the Master Agreement to Public Agencies Nationwide.

National Staffing Plan

1. Please identify the key personnel who will lead and support the implementation period of the contract outlined in the New Supplier Implementation Checklist, along with the amount of time devoted to implementation.

Interline Brands has an experienced team that will be involved with the implementation and ongoing support and success of the contract. Below is a listing of all key personnel that will be involved with the contract from the initial implementation and throughout the term of the contract. All members of the team have the authority to make the necessary investments and decisions necessary to move forward. Most of the below team also has experience with implementing a nationwide contract as most of this team was instrumental with the successful implementation of the U.S. Communities contract 12-22 and U.S. Communities contract 16154.

National Staffing for US Communities			
Name	Title	% of Time	Comments
Jim Core	Vice President SupplyWorks	5%	Work on the field launch plan development. Work with PM and sales managers on top account strategies. Jim will be the executive lead at SupplyWorks driving the development and growth of the contract and program nationally.



Scott Matthews	Director of National Accounts	50%	Work in cooperation with John Pettinelli to ensure contract compliance by our sales force and will work collaboratively with our sales management team to target and implement the program for new accounts.
John Pettinelli	National Sales Manager - Government Cooperatives	100%	Lead program manager for the program. He will lead and coordinate with all functional teams on: Contract execution, schedule of communications and trainings via WebEx and field meetings. He will be responsible for driving sales growth of the program on a consistent basis while also working continuously with merchandising, marketing and E-commerce on product mix, collateral materials and web content to ensure the contract adds value to Public Agencies. He will maintain all vendor relationships as they relate to the government cooperatives as well as being the prime IBI contact for U.S. Communities.
Becky Newell	Strategic Account Manager - Government Cooperatives	100%	Work in cooperation with John Pettinelli on all aspects of the contract including continuous work with all functional Interline Brands teams. Additionally Becky will be responsible for managing the backend operations of the contract including pricing integrity, product maintenance, etc., training new hires on the contract. Becky will work collaboratively with the sales force and Senior Management to target agencies and implement the program successfully for new and existing agencies.
Jay Polekoff	Vice President of Applications	20% for launch of program only	Jay is responsible for Information Technology development activity and support of multiple areas of Interline's enterprise business operational systems. He will also help ensure the setup of the pricing discount structure for the catalogs.



Peter Kiernan	IT Development Manager – e-commerce portal integrations	75% for launch of program only.	As project lead for Interlines e-commerce integrations team, Peter organizes cross-functional teams to deliver end-to-end procurement solutions for our customers. Peter will be the project lead that will be responsible for the U.S. Communities punch out integration through Equal Level.
Jeff French	Sr. Director of Customer Service	10%	Coordinate with John and Becky on the CSR launch of the program. Train all CSRs who will be assigned to the program on the Master Agreement.
Michael Hughes	Program Manager	100%	Work directly with the outside sales force and U.S. Communities Program Managers to consistently grow the program and implement the contact to new and existing public agencies
Cameron Mickey	Program Manager	80%	Work directly with the outside sales force and U.S. Communities Program Managers to consistently grow the program and implement the contact to new and existing public agencies
Rochelle Komlosi	Program Manager	80%	Work directly with the outside sales force and U.S. Communities Program Managers to consistently grow the program and implement the contact to new and existing public agencies
George Brogan	Program Manager	80%	Work directly with the outside sales force and U.S. Communities Program Managers to consistently grow the program and implement the contact to new and existing public agencies
Sherri Gagne	Program Manager	20%	Work directly with the outside sales force and U.S. Communities Program Managers to consistently grow the program and implement the contact to new and existing public agencies. (Delaware only)
Josh Blessing	Strategic Account - Sales Support	100%	Work in cooperation with John Pettinelli and Becky Newell for the sales and customer service efforts. Josh will assist Becky and John to ensure contract compliance on all products, pricing, etc... Josh will help coordinate all events and Trade shows to ensure a SupplyWorks presence and participation.

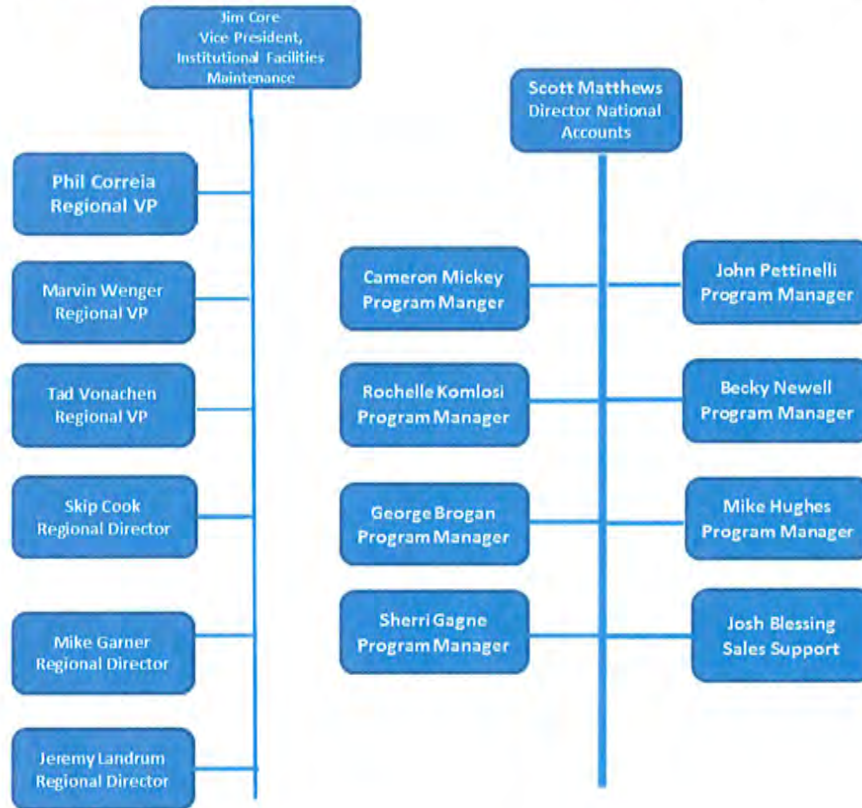
2. Identify the key personnel who are to be engaged in this contract throughout the term of the contract including each of the roles described below.

Please see the below table outlining the personnel that will be assigned to the key tasks throughout the term of the contract.

Role	Description of Role	Person Responsible	Time Commitment
Executive Sponsor	Responsible for the corporate Commitment. Works with Supplier Manager	Scott Matthews	50%
National Account Manager	Responsible for sales efforts and training of sales people across the country. Works daily with the Program Managers and the Supplier Manager	John Pettinelli	100%
Lead Referral Manager	Responsible for distributing leads generated through the USC website	Michael Hughes	100%
Marketing Lead	Responsible for all marketing efforts. Works with USC Marketing Regularly.	Peter Routsis	5%
IT Lead	Responsible for building USC Landing page for supplier	Peter Kiernan	5%
Reporting Lead	Responsible for providing monthly reports to USC	Becky Newell	100%

3. Provide an organization chart of your company.

Below is a basic organizational chart outlining the key leadership for SupplyWorks and the key leadership for the SupplyWorks U.S. Communities program.



4. Submit a bio or resume for each of the below personnel.
 - a. The person your company proposes to serve as the National Accounts Manager.
 - b. Each person that will be dedicated full time to U.S. Communities Account Management.
 - c. Key executive personnel that will be supporting the program.

Please see the below resumes for the key personnel that will be assigned to manage the program throughout the term of the contract.

NAME	POSITION
Scott Matthews	Director Outside Sales Home Depot

EDUCATION/TRAINING	
Washburn University, Topeka, KA	Business Management

PROFESSIONAL SUMMARY
 Scott is responsible for managing national accounts and e-commerce while overseeing business-to-business relationships. During his 27 years at The Home Depot, he has served in a

variety of roles and capacities, including Regional Pro Sales Manager, District Manager and Store Manager. Scott will oversee the entire government sales team outlined below and will be a key contact for Fresno Unified School District and U.S. Communities.

NAME	POSITION
John Pettinelli	National Sales Manager – Government Cooperatives

EDUCATION/TRAINING	
Boston College	Marketing & General Management

PROFESSIONAL SUMMARY

As leader of the Government Cooperative initiative for SupplyWorks John has responsibility for managing overall pricing and profitability, and driving sales growth on a consistent basis. In addition he works closely with merchandising, marketing and E-commerce on product mix, collateral materials and web content. John maintains all vendor relationships as they relate to the Government Cooperative initiative. Working with his team, John built a selling platform that allows the entire sales organization of over 1000 sales professionals to deliver growth that far exceeds the industry standards by understanding and utilizing a government cooperative. He has aligned the field sales team around a value added, solutions based sales methodology that delivers impactful, measurable sales success leading to record sales growth while helping customers save time and money.

POSITIONS OF EMPLOYMENT

1984- 2008	Owner, Eagle Maintenance Supply
2008 - 2012	Strategic Account Manager, AmSan
2012- Present	National Sales Manager – Gov’t Cooperatives, SupplyWorks

NAME	POSITION
Becky Newell	Strategic Account Manager – Government Cooperatives

EDUCATION/TRAINING	
Houghton College	Business Management, Accounting & Economics

PROFESSIONAL SUMMARY

Becky focuses on the day to day management of U.S. Communities contract #12-22 for IBI and the SupplyWorks division with particular focus on managing backend operations of the program. This includes pricing integrity, product maintenance, marketing materials and web



content and accuracy. Becky also spends a great deal of time in the field working with sales professionals and end-users delivering a value added, solutions based sales methodology that reduces costs for products, services and administrative costs associated with competitive bids for government agencies, educational institutions and nonprofits. Becky interacts daily with the U.S. Communities Program Managers nationwide and with over 14 years of experience, is able to provide a great deal of support to the SupplyWorks sales reps nationwide.

POSITIONS OF EMPLOYMENT

2002- 2008	Accounts Receivable & Billing Manager, Eagle Maintenance Supply
2008 - 2012	Strategic Account Representative, SupplyWorks(formerly AmSan)
2012- Present	Strategic Account Manager –Government Cooperatives, SupplyWorks

REGIONAL MANAGERS - U.S. COMMUNITIES PROGRAM

NAME	POSITION
Cameron Mickey	Program Manager / National Pro Manager of Strategic Accounts – The Home Depot

EDUCATION/TRAINING

Citrus Community College	Business Management
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PROFESSIONAL SUMMARY

Cameron is a National Pro Manager of Strategic Accounts for the Home Depot. Cameron is responsible for managing implementation of relationships and strategies for government customers. Cameron works directly with the sales force to consistently grow the U.S. Communities program for both The Home Depot and SupplyWorks. He is the single point for many of our key government customers. With Cameron’s vast knowledge of the industry, he is able to successfully implement customized programs that that can save Public Agencies’ time and money.

POSITIONS OF EMPLOYMENT

1993 – 2002	Store Manager – The Home Depot
2002 – 2005	Divisional Sales Merchant – The Home Depot
2005 – 2009	Director of New Stores – The Home Depot
2009 – 2012	Field Projects Manager – The Home Depot
2012 – 2013	Director of New Stores – The Home Depot
2013 - Present	National Pro Manager of Strategic Accounts – The Home Depot

NAME	POSITION
George Brogan	Program Manager / National Pro Manager of Strategic Accounts – The Home Depot

EDUCATION/TRAINING	
Penn State University/Kings College	Associates in Business

PROFESSIONAL SUMMARY

George is a National Pro Manager of Strategic Accounts for the Home Depot. George is responsible for managing implementation of relationships and strategies for government customers for both The Home Depot and SupplyWorks. He builds strong relationships with Government entities and nonprofit agencies in his territory. He works alongside the local sales force to effectively service customers with solutions that fit their needs and to train the sales force on the benefits of the U.S. Communities Programs. George’s extensive experience in the industry helps provide exceptional customer service and knowledge.

POSITIONS OF EMPLOYMENT

1998 – 2000	Store Associate – The Home Depot
2000 – 2000	Department Supervisor – The Home Depot
2000 – 2002	Assistant Store Manager – The Home Depot
2002 – 2014	Pro Account Representative – The Home Depot
2014 – Present	National Pro Manager of Strategic Accounts

NAME	POSITION
Rochelle Komlosi	Program Manager / National Pro Manager of Strategic Accounts – The Home Depot

EDUCATION/TRAINING	
Baldwin Wallace College	Communications – 1993-1995

PROFESSIONAL SUMMARY

Rochelle is a National Pro Manager of Strategic Accounts for the Home Depot. Rochelle is responsible for managing implementation of relationships and strategies for government customers for both The Home Depot and SupplyWorks. She builds strong relationships with Government entities and nonprofit agencies in her territory. She works alongside the local sales force to effectively service customers with solutions that fit their needs and to train the sales force on the benefits of the U.S. Communities Programs. Rochelle is a great resource for customers and our sales force on all things related to government purchasing and procurement.



POSITIONS OF EMPLOYMENT

2007 - 2014	Pro Account Representative
2014- Present	National Pro Manager of Strategic Accounts

NAME	POSITION
Michael Hughes	Program Manager

EDUCATION/TRAINING

Rutgers University	Business Management
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PROFESSIONAL SUMMARY

Michael works in cooperation with John Pettinelli and Becky Newell for the sales and customer service efforts for the U.S. Communities Contract 12-22 through Interline Brands. Michael works directly with the sales force and other program managers to consistently grow the program and implement the contract to new and existing public agencies nationwide. Mike assists the sales reps on how to utilize the selling tools and generates long lasting relationships with customers nationwide. Michael is a great resource for training on our online ordering and web capabilities. In addition, Michael provides outstanding support as it relates to our product offering and details around our existing contract.

POSITIONS OF EMPLOYMENT

2011 - 2013	Fleet Coordinator, Automotive Resources, Int.
2013 - 2015	Strategic Account Representative, SupplyWorks(formerly AmSan)
2015- Present	Program Manager, SupplyWorks

NAME	POSITION
Joshua Blessing	Strategic Account Support Specialist

EDUCATION/TRAINING

Camden County College	Computer Science
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PROFESSIONAL SUMMARY

Josh works in cooperation with John Pettinelli and Becky Newell for the sales and customer service efforts. Josh will assist Becky and John to ensure contract compliance on all products, pricing, etc. Josh helps to coordinate all events and Trade shows to ensure a SupplyWorks presence and participation. Josh is a great resource for our SupplyWorks sales force to contact for any support relating to the contract including creating new accounts, web logins to shop online, answering questions relating to the contract and general support on products. Josh

communicates with the U.S. Communities Program Managers and the SupplyWorks regional managers to ensure consistent growth in all areas.

POSITIONS OF EMPLOYMENT

2006 - 2016	IT Support Center Analyst, Interline Brands
2016 - Present	Strategic Account Support Specialist, SupplyWorks

Products, Services and Solutions

1. Provide a description of the Products, Services, and Solutions to be provided by the major product category set forth in Introduction and Background Overview, Section 4, General Definition of Products and Services of the RFP. The primary objective is for each Supplier to provide its complete product, service and solutions offering so that Participating Public Agencies may order a range of products as appropriate for their needs.

SupplyWorks, a Home Depot company, is the leading national provider of integrated facility maintenance solutions. Our smart solutions and unparalleled expertise advance the performance, image, safety, health, and sustainability of facilities throughout the United States.

SupplyWorks provides a wide array of brand names from recognized industry leaders you know and trust like Diversey, Gojo, 3M, Rubbermaid, Kimberly Clark, Georgia Pacific, Advance Machine, Karcher/Windsor and many, many others.

With more than 140,000 (10,000 Janitorial and Custodial products) well recognized name brand quality products available online and ready to order we supply a full spectrum of facility maintenance products, ranging from:

- Commercial Grade Cleaning Chemicals
- Commercial Grade Cleaning Tools
- Commercial Grade Cleaning Equipment
- Commercial Grade Trash Can Liners
- Roll Towels, Folded Towels, Facial and Sanitary Tissue
- Safety and PPE Supplies
- Entrance Way, Safety and Fatigue Matting

In addition to our wide array of national brands, our exclusive brands provide exceptional value on the industry's leading products with best-in-class manufacturer

partnerships that deliver high-quality exclusive brand product lines that are designed to stretch your budget, reduce your labor costs, enhance the health, safety and sustainability of your facility, and improve your bottom line.

We've worked with manufacturers and incorporated customer feedback into our product designs to create products that meet your demands for durability, dependability, and value. We offer more than 1,000 exclusive brand items—or more than 1,000 ways for you to reduce your product supply expenditures. Exclusive brands in partnership with The Home Depot include Renown®, HDX®, Appeal® and Rigid® .

2. State your normal delivery time (in days) and any options for expediting delivery.

SupplyWorks normal delivery time for 98% of the U.S. population is next day for stocked items. We will deliver to most U.S. location within 3 days with our IBI fleet of vehicles. For remote delivery locations, we will use the most efficient 3rd party service provider to meet the customer requirements. If a customer needs expedited delivery our sales staff and customer service team can offer expedited delivery as needed via several different avenues. Our staff understands that products may be needed in an emergency and we will work with our customers on the best approach to get the products to customers.

3. State backorder policy. Do you fill or kill order and require Participating Public Agency to reorder if an item is backordered.

SupplyWorks has a flexible backorder policy and it can be managed to fit the customers' needs. We can fill or kill backorders based on the agency requirements. We also offer a ship complete feature that holds order until all line items are available to ship at one time. Our local sales force can work closely with the agency contacts to determine the best process for handling backorders on orders, substitute products, etc., and we can set up the customer account accordingly.

4. State restocking fees and procedures for returning products.

SupplyWorks will accept returns on all stocked items within 90 days of invoice date. The product must be in sellable condition and original packaging. In some cases restocking charges may apply for non-stocked items and are generally specific to the manufacturer of the product.

To return products contact customer service or your sales representative. In order to expedite the process it is recommended but not required to have the sales order or invoice, item number and quantity to be returned. Our Customer service reps have the

ability to look up this information and assist the customer. The customer will be given a return authorization and the items can be picked up on the next available delivery date. A credit memo will then be issues to the customer once the product is returned to the warehouse.

5. Specify guaranteed fill rate by product category specified in Section 4, General Definition of Products and/or Services.

SupplyWorks stocks over 130,000 SKUs in our various distribution centers across the United States. Of these SKUs, over 10,000 SKUs are janitorial or custodial products. We stock items manufactured by key manufacturers in the industry along with our exclusive brands of products known as Renown and Appeal. We are consistently bringing new items into stock in our warehouses as manufacturers introduce new items to the market.

Our warehouses are equipped to stock commonly purchased SKUs to ensure high and consistent fill rates for our customers' orders. Our local sales force will work collaboratively with agencies to determine the product mix that will be ordered regularly and will then coordinate weekly/monthly demands of those items to ensure product is on hand for a specific customer when needed. We have the resources to allocate and hold product for a specific customer based upon those pre-determined demands.

SupplyWorks is known for delivering a high level of customer service with industry leading fill rates for our customers nationally.

6. Describe any special programs that your company offers that will improve customers' ability to access products, on-time delivery, or other innovative strategies.

With several innovate tools at our fingertips and knowledgeable associates; our staff is able to work closely with agencies to implement customized solutions to help Public Agencies streamline order processes. Our sales professionals will be proactive with presenting customized options and introducing programs to help and assist customers with their daily tasks. All of these options can be bundled together, or can be used independently, as a way to access products and improve procurement strategies.

Some of our key programs include:

- Our SupplyWorks InSite for Education Platform - to help manage training of staff members to make buildings cleaner and healthier
- Our SupplyWorks StockWise program - to help manage and maintain inventory at locations.

SUPPLYWORKS IN-SITE FOR ED PLATFORM

SupplyWorks will provide qualifying U.S. Communities Participating Agencies access to **SupplyWorks In-Site for ED**. In-Site for ED is a proprietary cost-management solution designed to enhance the health and safety of school buildings and reduce total operating cost. In-Site for Ed has a proven track record of making facilities more efficient, healthier and greener.

Results through this platform are achieved thru a six step process:

- 1) Site Assessment
- 2) Benchmark & Analysis
- 3) Plan Implementation
- 4) Staff Training
- 5) Cleaning Performance Index Tool
- 6) Building & Staff Certification

Below are the key components of the InSite for Education Platform that can be implemented for participating Agencies. Additional details of this program are outlined in questions # 8-10 below.

- **In-Site Assessment Tool**



The primary purpose of the data-base driven In-Site Assessment Tool is to improve operation effectiveness. Accessing In-Site's cloud based application thru the platform website, Supplyworks professionals benchmark and score the key elements that make a cleaning program successful as both client and SupplyWorks rep respond to the information it provides.

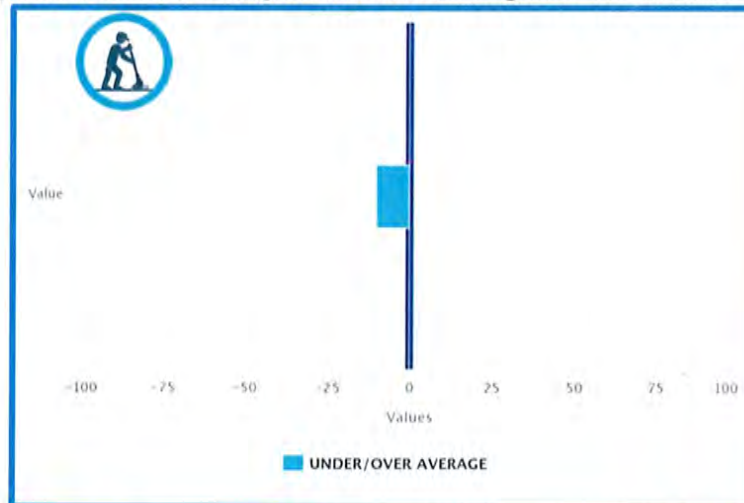
- **Benchmark & Analysis**

Our thorough site-assessments uncover actionable data we use address our client's needs. Our In-Site expert will use this information to develop a detailed analysis for our client to consider.



- **In-Site Ed K-12 Labor Analysis App**

Establishes building and district workload averages per custodian FTE based on square feet and enrollment and compares to national average. The app also provides important detail on how equitable labor is being distributed throughout the district.



- **Plan Development and Implementation**



• Staff Development & Training

We provide professional staff training on proper cleaning procedures and materials used throughout the facility. Cleaning process training is conducted to improve staff productivity and safety of all facility occupants. Training programs are available in the classroom through online videos and testing or customized on-site hands on training.

• Cleaning Performance Index Tool

The Cleaning Performance Index (CPI) tool provides clients an opportunity to design their own custom cleaning performance audit that is Internet based. The easy-to-use CPI tool gives you a choice of room types, as well as the ability to rename the individual spaces and select from a list of callouts. The audit provides the inspector a means to record the level of performance.

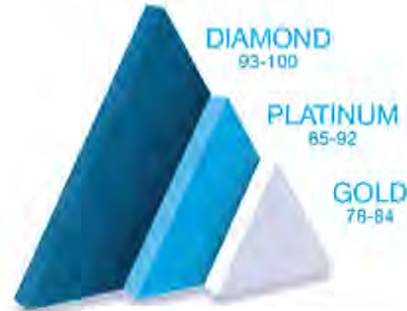


It also provides the inspector the opportunity to add notes and point-and-click picture taking. The audits roll up into graphic reports that track results in each building and by building group.

The Cleaning Performance Index Tool creates summary reports that clients can export and analyze in MS Excel. Clients can review and print their results based on the location and timeline of their choosing.

- **Staff & Building Certification**

Together, information is acted upon, leading to SupplyWorks In-Site certification (gold, platinum, and diamond) for buildings. Individual certificates can be provided to staff member who complete training courses.



STOCKWISE INVENTORY SOLUTIONS

SupplyWorks offers a variety of inventory management solutions through the StockWise™ Program. Our StockWise Inventory Solutions provide customers with customized solutions that allow for a better managed inventory, improved productivity and reduction in overall costs. These solutions can be implemented for Participating Public Agencies at many different levels depending on the needs of customers. We can offer something as simple as bin labels to help organize custodial closets or more advanced inventory tools involving scanning and software to help track and monitor inventory. These options are explained and detailed below in question # 11.

7. Describe the capacity of your company to broaden the scope of the contract and keep the product offerings current and ensure the latest products, standards, and technology for Cleaning Supplies, Equipment, and Custodial Related Products Services and Solutions.

Interline Brands has a new product committee that is continually looking for the newest and most compelling technologies that will bring value to our customers. We have added 30,000 SKUs in the last two years. We meet regularly with our field sales force to understand the challenges customers' face, products they've discovered, and solutions they've developed. This information is reviewed by committee and best practices are rapidly communicated across the organization.

New, existing and potential new vendors attend our Annual Partners Conference every August in Orlando. This conference is attended by nearly 1/3 of our sales force and their

feedback is critical in deciding which new products we carry. Every January we have two national roll-out meetings where this is repeated. Additionally many of our sales leaders join the merchants at large annual trade shows such as the Hardware Show, the ISSA Show and the Safety Show where they learn about new products and innovations that can potentially be added to our product offering.

Perhaps an even great impact is from The Home Depot as we begin to add thousands of SKU's from their offering and key manufacturer partners into our facilities.

- 8. Describe your firm's ability to provide on-line training for those using the products you sell, such as training around Restroom Care, Equipment Care, Economical Use of Chemicals, Safety Procedures in the Use of Equipment and Chemicals, etc.. Please list the topics you are able to offer.**

Our SupplyWorks InSite for Education program that was highlighted above offers a comprehensive curriculum including web based training modules backed by major manufacturers in the industry to promote professional staff development for staff members. We understand the importance of consistent training for all staff-members and the SupplyWorks InSite program helps ensure that all staff members are being trained to follow the same procedures and measures.

The SupplyWorks InSite program offers over 70 bilingual training modules, as well as a testing component that provides the administrator a record that training was provided and understood.

Topics included in the online training courses include but are not limited to:

Bloodborne Pathogen	Haz Com
Cleaning Disinfection	Restroom Cleaning
Daily Office Cleaning	Tile & Grout Cleaning
Equipment	Trashing
Floor Care	Vacuuming Procedures

And many more!

In addition to our online training videos available through the InSite for Education program, our experienced sales reps and manufacturer partners can provide on-site training focusing on proper cleaning procedures and materials that are used throughout the facility. This training will improve overall staff productivity and help provide a safe and clean environment for staff members and students/visitors. These training sessions can be customized to fit the needs of the staff can be performed at individual locations or larger district wide events.



The dedicated SupplyWorks Sales Representative can work with participating public agencies to help design and implement a program that will be most effective for the type of agency and staff size.

9. Describe your firm’s ability to provide real-time reporting to track the training of individuals enrolled in any training programs offered.

Our SupplyWorks Insite program offers tools to help implement consistent cleaning procedures. As noted above, training can be completed through online videos or hands on training classes and events. Training videos are followed by a quiz that helps ensure the user not only watched the video, but that they understood the video. Once a staff member has completed a training course a designated administrator will receive an email notification that the user passed the course. In addition, our InSite website hosts a dashboard that will list all users and the quizzes that have been taken and passed by each user.

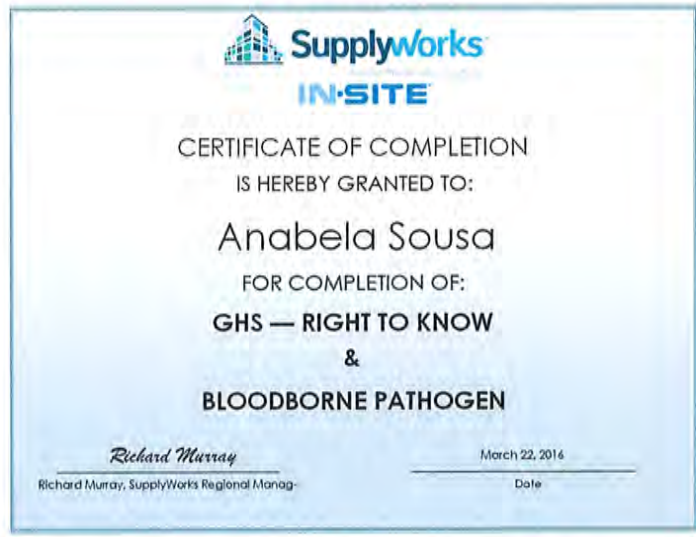
Quiz Users

The following is a list of users for this campus / district. Click on the user's name to view their progress. When a user completes a quiz, you will be emailed at jsheffer@amsan.com. [Update email address »](#)

[Add New User](#) [View All Users](#) [Printable Quiz Results](#)

NAME	USERNAME	QUIZZES PASSED
adams, mark	maradams	0

In addition to the online test tracking, our SupplyWorks team can provide certificates for users acknowledging that users were present and attending training events.



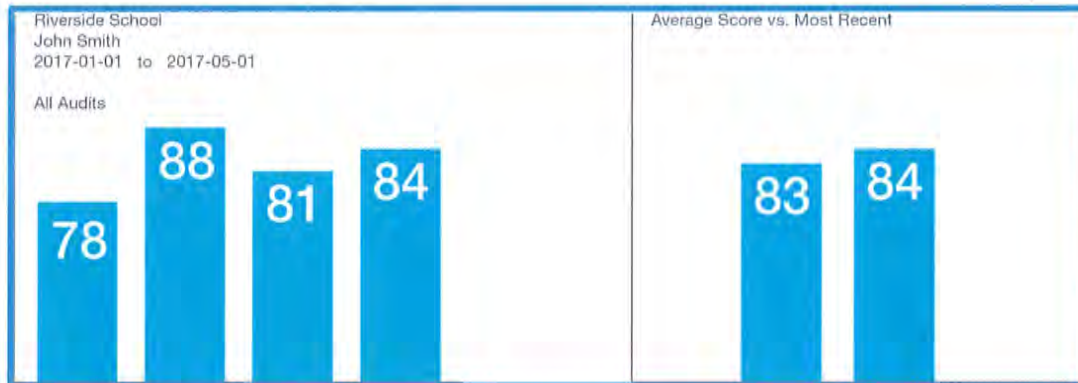
10. Does your firm have an online, customizable building cleaning tracking and reporting capability? If yes, please describe this tool.

SupplyWorks recently launched a new cleaning audit tool that can be used to track the cleanliness of a building. The Cleaning Performance Index (CPI) tool provides clients an opportunity to design their own custom cleaning performance audit that is Internet based. The easy-to-use CPI tool gives you a choice of room types, as well as the ability to rename the individual spaces and select from a list of callouts to determine which areas need improvement.

The audit provides the inspector a means to record the level of performance. It also provides the inspector the opportunity to add notes and point-and-click picture taking. The audits roll up into graphic reports that track results in each building and by building group.

Entryways					
Items for Review	Excellent	Acceptable	Improvable	Poor	Fail
Door Glass	4	3	2	1	0
Walk-Off Mats and Thresholds	4	3	2	1	0
Corners & Edges	4	3	2	1	0
Thresholds	4	3	2	1	0
Trash Cans	4	3	2	1	0

This Cleaning Performance Index tool includes summary reports that can be generated and reviewed to help analyze and monitor results based upon location or timeline.



Having quick and easy access to these reports, allow administrators to review and determine which areas need improvement and potentially implement additional training for staff members, helping establish continuous improvement and safe environments.

11. Does your firm offer an inventory management solution? If so, please provide a detailed description of the solution and the implementation process for a public agency. Please detail the cost of such a solution.

Interline Brands offers a variety of inventory management solutions through the StockWise™ Program which provides customers customized solutions that allow for a better managed inventory, improved productivity and reduction in overall costs. These programs can be customized and tailored to fit the specific needs and goals of an

agency. Our SupplyWorks Account Executives and StockWise™ Managers would be available to help agencies select and implement the best solution. Below is an overview of the various solutions available.

Shop Management Program (SMP) - The SMP is a StockWise™ Solution that fits any size stock room. The solution focuses on organization of the inventory and can be facilitated through a customized racking order to full scale, project-based layout and installation. The SMP solution includes racking, bins, bin labels and custom catalog. Racking and bin options are determined by customer and could include color coding by product category. Consignment of product is also an option within the SMP. Management of the inventory in a Shop Management Program can be done in a variety of ways to include:

- Customer managed- After IBI sets up the shop, the customer manages their inventory utilizing a variety of tools ranging from manual to the IBI Mobile App or Supplyware.
- IBI managed- Sales Representative assists in the inventory process. Customer and Sales Rep agree upon frequency and responsibilities.
- Supplyware- Customer manages inventory through the Supplyware software program.

Vendor Managed Inventory (VMI) – The VMI option is a StockWise™ Solution that provides an onsite employee dedicated to a customer’s inventory needs. IBI can implement a complete inventory management program from installing infrastructure to staffing. Consignment of inventory and product sourcing may be components of the VMI Program. Spend requirements and/or service fees may be required for the VMI.

Consignment/Pre-positioned Inventory (PPI) – Consignment is an option within both the Shop Management and Vendor Managed Inventory programs. Consignment can also be offered outside of these programs for “bigger ticket”, frequently purchased items. The Consignment program allows you to increase your inventory on hand and not be invoiced until time of use and reorder.

Supplyware – Supplyware is a software program which allows the customer to control inventory in real time and automate ordering, cycle counts and replenishments. Supplyware utilizes barcode scanning technology at time of use resulting in tighter control of inventory and reduction of shrink. Supplyware can accompany a StockWise™ program or act as a stand-alone software solution.

In addition to these inventory management solutions outlined above, our sales professionals are known for creating and implementing solutions for streamline

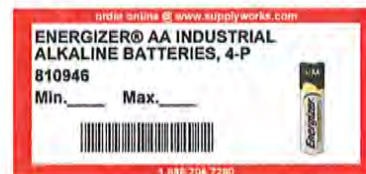
ordering, receiving of products and inventory management. Our sales professionals can work closely with public agencies to determine strategies to improve and streamline their daily processes. With our robust online ordering site and support of over 4,000 employees, our sales professionals can work within our departments to offer customized solutions that can benefit an agency.

One example of a simple but effective solution that our staff can implement is our Bin Label feature. Through our online ordering site, SupplyWorks offers a quick and easy tool to keep bins and shelves more organized, track inventory levels and ensure that products are always on hand when needed.

Customers can select items from our thousands of available products and print labels to use on shelves and bins. These labels can be printed on various sizes of Avery labels depending on the shelf size being used in a facility.



These labels will contain item number, product images, barcodes for easy ordering through our Mobile App, and even min and max levels for easy inventory management.



Our sales professionals can assist the agency with organizing the stock room and implementing these labels for a cleaner and more organized stock room.

12. Describe any equipment leasing programs or financing options for equipment purchases offered by your company.

Government at all levels including State, County and Local face unprecedented demand for equipment at a time when revenue short falls and budget cutbacks are the norm rather than the expectation. SupplyWorks has extensive experience when dealing with Government agencies that are seeking Municipal Financing program options for their equipment needs.

We currently work with two different Leasing Companies that offer a Municipal Financing programs, giving our Participating Agencies a competitive advantage when seeking finance rates.

It's common in the Leasing Industry to "Sell the Payment" which often leads to payments based off a higher List Price but with SupplyWorks we have negotiated with vendors to quote payments based off of our already discounted, lower U.S. Communities pricing. This results in significantly lower monthly payments. Other features of our SupplyWorks Municipal Leasing Program include the following benefits to Participating Agencies:

- Ability to obtain new labor-saving equipment and pay for it as it is being used.
- Bridge the gap between the equipment needed now and budget money currently available.
- Leases are not considered debt and are not subject to limitations placed on debt.
- Municipal lease financing does not require voter approval or time consuming bond election.
- Own equipment for \$1 at the end of the lease.

- Includes a “Non-Appropriations” clause that allows termination of the lease without penalty. Leases represent a year-to-year commitment on the part of a municipality to make lease payments. If for some reason the funds are not approved for a new budget cycle, you have no obligation.

SupplyWorks will make available two competitive links for Participating Agencies to receive up to the date current Municipal Rate quotes. Your local SupplyWorks sales professional can assist you in obtaining these quotes for you to compare.

(Example Only. Rates are not current)

www.all-linesleasing.com/Credit/QuickQuote/amsanjanpakclean
www.atlanticbusinesscredit.com

Administration

1. Describe your company’s normal order processing procedure from point of customer contact through delivery and billing. Additionally please provide the following:
 - a. In what formats to you accept orders (telephone, ecommerce, etc.)?
 - b. Please state if you use a single system or platform for all phases of ordering, processing, delivery and billing.

ORDER PROCESSING

To support our customers, Interline operates support centers throughout the U.S with over 130 experienced customer care representatives that are trained on all product categories and product offerings. This virtual call center model provides advanced routing, staffing, and reporting. Currently, this platform will be upgraded to expand the centers’ capabilities to include online chat, instant messaging, and to provide a platform for additional automated customer support services (i.e., IVR and screen pops).

Orders are accepted in a variety of formats: customer service placing orders via our order entry system, special orders, fax, email, website ecommerce, EDI, and punchout cXML web services. Each method of entry utilizes one common set of set of validation rules contained in our ordering and inventory management platform. This ensures that inventory availability and customer specific pricing are consistent regardless of how the order is placed by the customer.

Inventory Control

Product Managers are responsible for the lifecycle of the product including bringing innovative products to our customers. We utilize a best-of-breed replenishment software solution to manage customer demand by location to ensure high fill rates are met. Interline utilizes state-of-the-art supply chain management software for inventory visibility coming into and moving across our network. Through the use of our product

managers we are able to manage fill rates and ensure product is on hand for customers when product is needed.

Delivery

Interline delivers packages to our customers using our private fleet, parcel, and LTL services. Our fleet of local delivery trucks is outfitted with proof of delivery devices with the ability to track a package from shipping to delivery. We track various delivery milestones that are communicated back to our warehouse management system. This allows us to report delivery status to the customer as needed through our customer service team. We track when packages are placed on a truck for shipment and when packages are delivered. We obtain an electronic customer signature as well as identify any discrepancies in the number of packages delivered versus shipped. This processing also tracks returns. Customers are able to view a proof of delivery on our ecommerce website and on a punch-out.

2. State which forms of ordering allow the use of a procurement card and the accepted banking (credit card) affiliation.

Our customer service staff is able to accept payment via p-card over the phone for all orders that are placed on account. In addition, our e-commerce sites are completely integrated to our pricing and delivery platforms which allows us to accept orders on account, using major credit card payment methods (multiple cards), and p-card (procurement card) payment methods.

3. Describe your company's ecommerce capabilities.

- a. **Include details about your company's ability to create punch out sites and accept orders electronically (cXML, OCI, etc.)**
- b. **Provide detail on where your company has integrated with a public agency's ERP (Oracle, Infor Lawson, SAP, etc.) system in the past and include some details about the resources you have in place to support these integrations. List, by ERP provider, the following information: name of public agency, ERP system used, "go live" date, net sales per calendar year since "go live", and percentage of agency sales being processed through this connection.**

Interline Brands offers state-of-the-art e-commerce capabilities to our end-users. We understand that e-commerce tools are not one size fits all, so we have created a technology program that allows us to partner and grow with our customers as we develop and implement technology programs to fit their needs. We can quickly provide a solution because we have architected our web platform to be scalable and flexible to manage the procurement process customers' unique requirements. We accept and process customer orders via a variety of online methods, including:



- Website and mobile app (UPC scanning is supported via mobile app)
- ePro integrations: punch-out and hosted catalogs
- EDI integrations

ONLINE ORDERING – WEB & MOBILE APP

Upon authenticating, the user can view products, contract pricing, and available quantities to ship. Users can search by product keywords, part or manufacturer numbers. Our website uses a state-of-the-art search engine that is configured for the janitorial, plumbing, and maintenance and repair industry. Features such as spelling correction, thesaurus, “did you mean,” and most popular search phrases are embedded into the search engine to make finding an item easy. Users can also narrow their search results by product attributes (example: color, dimensions, type), manufacturer, “green” and other options displayed on the left navigation pane.

Favorite lists are fully supported for our users to have quick and easy access to frequently ordered products. There are several options available when establishing favorites lists including creating a user-specific favorite list, creating a favorite list to be shared across users, and creating a favorite list shared access users and updated by multiple users. Users can also create a dynamic favorites list, which is built automatically based on recent purchases. This feature can also be used to generate a current “usage report” of spending. Your account representative or customer service can assist with the bulk uploading of favorite lists to all user accounts.

While shopping, users can compare up to four items. This allows the user to quickly compare items based on a narrowed item selection process. Buyers can also narrow their search results by selecting the “Show Items Ordered Previously” option. This feature will display products that have been ordered by the account, which makes it easier to find a frequently purchased product.

Sample search results page with various product filters and sorting capabilities and real time product availability:

COMMERCIAL BATHROOM FAUCETS

Refine Your Results

- Price
- Brand
- Color
- Color Family
- Flow Rate
 - 1.2 gpm
 - 1.5 gpm
 - 0.8 gpm (1)
 - 2 gpm (2)
 - 2.2 gpm (42)
- Handle Type
 - Dual Handle
 - Single Handle (1)
- Tamper Resistant

Items per page: 24 / 48

Show Items Ordered Previously

Sort By: Top Sellers

Product Name	Price	Availability
GERBER COMMERCIAL BATHROOM FAUCET CHROME	\$115.25 / Each	In stock
DELTA "TECK" CENTERSET BATHROOM FAUCET HD CAST BRASS LEAD FREE WITH LEVER HANDLES	\$122.46 / Each	In stock
DELTA "TECK" CENTERSET BATHROOM FAUCET HD CAST BRASS LEAD FREE WITH LEVER HANDLES	\$145.36 / Each	In stock

In addition to our state of the art search capabilities....our online ordering site offers many different workflow options that allow us to customize online ordering functionality by individual user within an account to manage order approval processes. Each user can be set up with different levels of functionality as outlined below to create a customized workflow and ordering process for an agency.

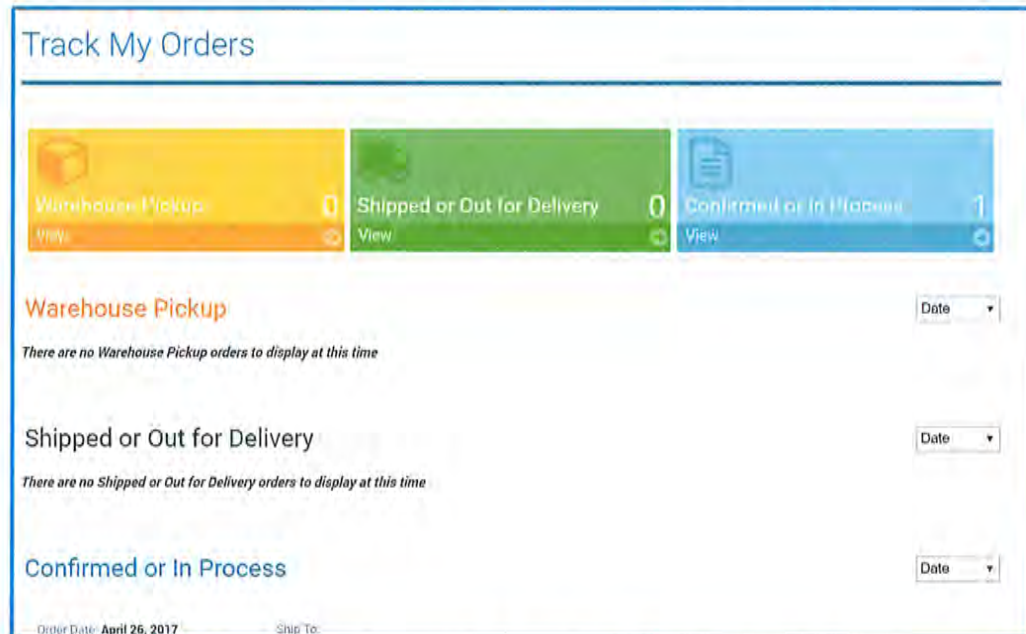
User Roles

- Basic**
Create cart and submit quotes for approval
Cannot checkout with order.
- Buyer**
Can create cart and check out. Can also submit quotes for approval.
- Approver**
Can approve quotes and checkout to create the order.
- Administrator**
Manages security, budgeting, and web users for assigned accounts.

Users have access to many other tools and features to enhance productivity beyond ordering products and shopping on our online site. Users have access to view and print quotes, order history, invoice history, proof of deliveries, and the ability to generate



customized reporting options available. Users can even track an orders from order placement to delivery of the order by viewing their Track My Orders Dashboard online.



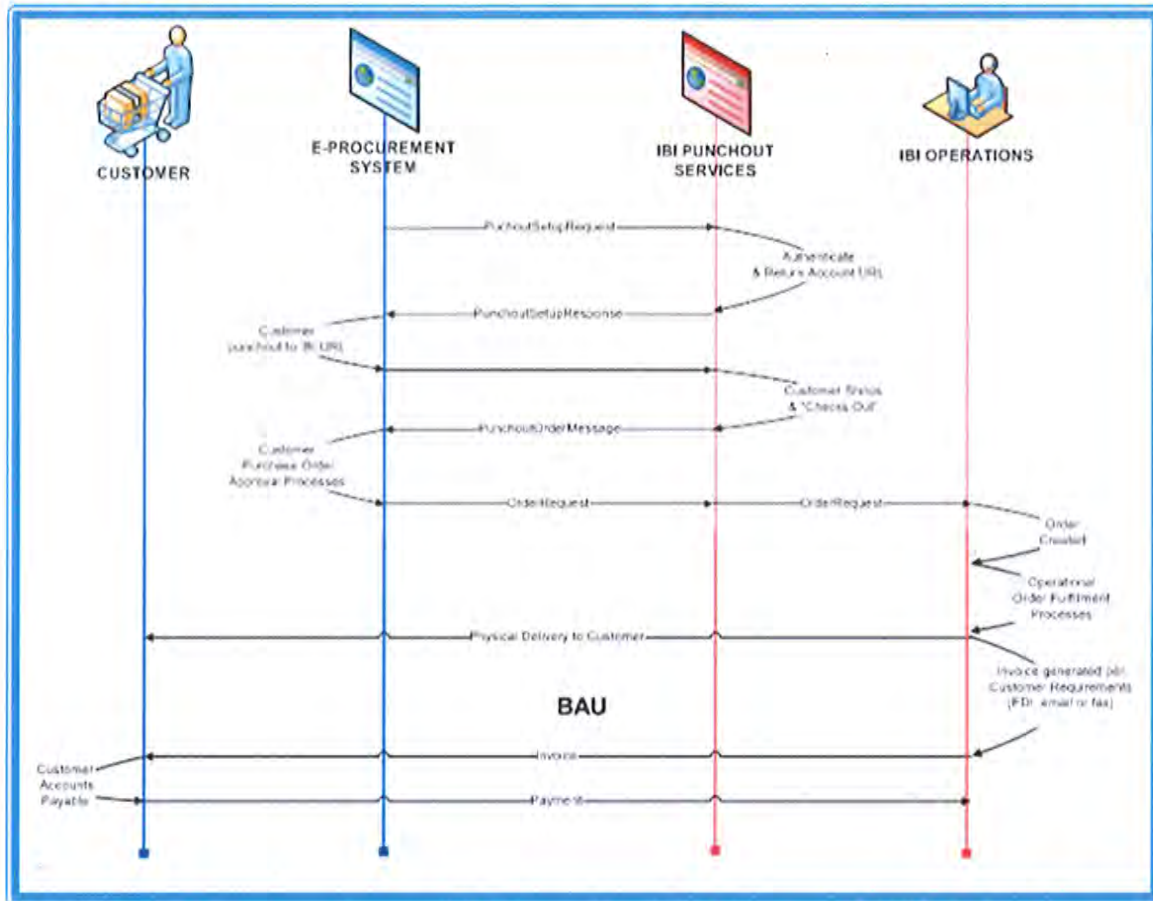
Purchase history reports, green reporting, budgeting reports by category and customer GL code are all available online. These reports can be generated by a specific date range and exported into excel by any web-user.

For users who would like to purchase from their own procurement platform but integrate into our ordering platform, we offer a variety of integration methods.

PUNCHOUT INTEGRATIONS

We support both the hosted catalog solution and punchout integration solutions. The diagram depicted herein shows the roundtrip punchout capabilities. IBI has dedicated staff to onboard partners for single and double punchouts (i.e., round trip). Interline Technology follows the published cXML standard, version 1.2.014 and supports the following punchout processes:

- PunchOutSetupRequest ('Create' Function Only)
- PunchOutSetupResponse (IBI URL Provided for Shopping)
- PunchOutOrderMessage (IBI Shopping Cart Returned for PO Approval)
- OrderRequest (Order Submission to IBI)



We are integrated with 30+ platforms and took \$150MM+ in orders via these channels in 2015. We have integrated with a variety of platforms and portals including DSSI, SCIQuest, SAP, Oracle, Yardi Ariba, Nexus, ePlus, Equal Level and many others.

In addition to the round trip punchout offering, we also have the ability to accept specific cXML calls for real-time pricing and inventory availability. We also offer cXML invoicing.

ELECTRONIC DATA INTERCHANGE (EDI)

Interline offers a variety of methods for integration, including full support of EDI transaction sets. If a hosted catalog is implemented, we accept orders vial EDI. We support the following transaction sets:

- 850 (order)
- 855 (order acknowledgement)
- 856 (advance shipping notice)
- 810 (invoice)
- All accompanying 997 EDI functional acknowledgement transaction sets

- We often implement punchouts with an EDI 810 invoice transmission

Interline Technology supports ANSI EDI, cXML, email, and web based protocols. Interline Technology utilizes SPS Commerce for our EDI mapping and onboarding; however, this is managed through an Interline Technology project leader.

4. Describe any existing multi-state cooperative purchasing programs, including the entity's name(s), contact person(s), contact information, contract term (including contract options) and annual volume by year for each of the last three years.

SupplyWorks currently holds two multi-state cooperative purchasing programs through U.S. Communities. One is the current contract with Fresno Unified School District for **Contract #12-22 for Cleaning Supplies, Equipment and Custodial Related Equipment, Service and Solutions**. We were also recently awarded a contract with Maricopa County for **Contract 16154 - Maintenance, Repair, Operating Supplies, Industrial Supplies, and Related Services**. Our Supplier Manager through U.S. Communities is Scott Wilson.

IBI does not support any other multi-state cooperative purchasing programs.

5. Describe your company's ability to provide customized reports (ie commodity histories, purchase histories by department, green spend, etc.) for each Participating Public Agency.

Interline Brands offers many different types of reporting to help our customers manage their purchases and procurement processes. Through our online site, customers have access to various reports that can be accessed by any user with web credentials to obtain more information on purchase history at any time.

- **Usage Reports** – The Usage report will provide you with detailed information regarding items that have been purchased by an account during a selected date range. This report can be downloaded to excel for easy filtering and sorting. The report includes several levels of detail including ship to information, item number, description, qty, unit price, extended price, total spend, invoice number, invoice date, order date, order number and product category.
- **Green Reports** – this report is similar to the Usage report outlined above but additionally it shows qualifying green products as a % of total purchases or show your total spend on Green products. This report breaks down the green details into the various categories, Green Seal Certified, EcoLogo, Recycled Content, etc.....



- **My Top Products** – This report is a quick snap shot view of products most frequently purchased by your location in the last 12 months. Customers often use this report to build Favorites Lists, Custom Catalogs or build a cart.

In addition to the three reports listed above that can be accessed by our customers, our staff at IBI can provide a customized report to Public Agencies as needed to meet any of their reporting needs.

Environmental

1. **Provide a brief description of any company environmental initiatives, including your company's environmental policies and/or strategies, your investments in being an environmentally preferable product leader, and any resources dedicated to your environmental strategy, including staff.**

Sustainability at Interline Brands and The Home Depot is prevalent in many different formats across all aspects of our business including the products we sell, our daily operations, and our supply chain. We have a longstanding commitment to holding ourselves, our suppliers, and our business partners accountable for sustainable business practices – from our environmental impact, to our sourcing to our involvement within the communities in which we do business.

Our merchants work with our suppliers to develop and review products that save our customers money, create healthier living and reduce environmental impacts. Our Eco Options classification is one of the ways we identify products that have less of an environmental impact than standard products. In 2015, our sales of environmental preferred products exceeded \$8 billion. Our energy savings products reduced U.S. carbon emissions by 3.4 million metric tons from our sales in 2015.

We seek the same sustainability innovation enhancements in our daily operation and supply chain. In 2015, we had an absolute reduction of 315 million kilowatts used in our daily operations compared to 2013. This significant reduction was the result of years of design and equipment improvement. In 2015, we reduced our Scope 2 carbon emissions by 135,673 metric tons compared to 2013. Through the leadership in our facility operations, we set new energy reduction goals for 2020 and announced our commitment for renewable energy goals.

Our supply chain transformation has provided a healthy reduction of fossil fuel carbon emissions from combustible engines. These savings were recognized by the EPA through their 2013-2014 and 2015 SmartWay Excellence award.

Whether through the products we sell that help our customers save money and promote sustainable building solutions, or through the way we continue to reduce our environmental impact we strive to do what is right. And as an industry leader we believe the right thing should not be a mere goal but instead a guiding principle for every aspect of our business.

- 2. Describe your company's process for defining, verifying, and labeling green/sustainable products and services in your offering. Explain how you help public agencies navigate toward the green products in your offering through website filters, keyword searches, displaying eco-logos, etc.**

For a product to be classified and labeled Eco-option product, the supplier has to present a detailed third-party report illustrating the environmental attributes of the product that provides it has less of impact on the environment than others. These can be multi-criteria labels, which compare products with others in the same category on a number of impacts throughout their lifecycle, or single issue labels which refer to a specific environmental or social characteristic of a product, such as sustainable forestry. These labels are most useful in conveying 3rd-party verified information on sustainability in a simple way and provide transparency which enables consumers to make informed choices.

Promoting sustainable consumption to public agencies is realized through website filters, keyword searches and the display of third-party logos as they verified information on sustainability in a simple way and provide transparency, which enables consumers to make informed choices. Our website uses a state-of-the-art search engine that public agencies can utilize narrow their search results by "green" displayed on the left navigation pane. Our Green Products Reporting Web tool allows public agencies to see what percentage of their spend is classified as a green purchases.

For more on Green Products visit our "Easy Being Green" link at:

www.supplyworks.com/Info/EasyBeingGreen

- 3. Please indicate if you have any products in your offering that have any third-party environmental certifications, such as:**
 - a) Biodegradable Products Institute (e.g., compostable bags, food service ware, etc.)**
 - b) Consortium for Energy Efficiency (lamps)**
 - c) Cradle to Cradle (e.g., building materials, construction adhesives, paint)**
 - d) Design Lights Consortium (e.g., LED lighting equipment)**
 - e) ENERGY STAR (e.g., appliances, HVAC and lighting equipment)**



- f) Green Seal (e.g., cleaners, hand soap, janitorial paper products, paint)
- g) Master Painters Institute (MPI) Green Performance Standard (paints and coatings)
- h) NEMA Premium Efficiency (e.g., motors, ballasts)
- i) Scientific Certification Systems (SCS) FloorScore (e.g., carpet, flooring, flooring adhesives, underlayment, etc.)
- j) Scientific Certification Systems (SCS) Indoor Advantage (building materials, furniture, etc.)
- k) UL GREENGUARD (adhesives, flooring, insulation, sealants, etc.);
- l) UL EcoLogo (cleaners, deodorizers, hand soaps and sanitizers, floor polish and strippers, etc.)
- m) USDA Biobased (lubricants, building materials, etc.)
- n) US EPA Safer Choice (cleaners, hand soaps, deicers, floor maintenance chemicals)
- o) WaterSense (water efficient fixtures, toilets, etc.)

At SupplyWorks we understand that sustainable products and practices lead to sustainable business. We strive to be a leader in offering sustainable solutions and innovative products for our customers.

We carry products that have ratings in all of the above categories.

We have submitted a listing of products that hold a green certification in our attached Cost Proposal. In addition, Participating Public Agencies can see which products hold a green certification when they shop on our online site. If a product holds a certification from one of the above agencies, the item would be labeled as a green product on our online site.

- 4. Describe your company's recycling services. Describe any buy back or take back options offered for products sold on this contract such as batteries, mercury-containing equipment, paint, chemicals, etc. Describe your company's efforts to reduce or reuse packaging (or avoid difficult-to-recycle packaging such as polystyrene foam) and minimize the environmental footprint in the shipping process.**

We do not have any buy back or take back options for items purchased through this contract at this time. We do have an internal national program with Stericycle, a leading certified national waste management company to properly collect and recycle hazmat products described above.

We are continuously working with our manufacturing partners to create and bring new products and packaging to market that is sustainable, reduces or allows for reuse.



Examples include super concentrated chemicals that eliminate costly shipping of water, biodegradable can liners and compostable food service products that help eliminate the need for Styrofoam. Many of our institutional paper products are now being packaged in recyclable plastic film which reduces packaging 75% and allows more paper to be added to each roll.

5. What percentage of your offering is environmentally preferable and what are your plans to improve this offering?

As of September 6, 2016 we have 5452 SKU's that have a third party certification on our website. This accounts for approximately 5% of our total offering. Of our Top 800 active SKU's (sales volume) the percentage of third party environmental certifications is just over 25%.

Financial Statements

1. Submit your current Federal Identification Number and latest Dun & Bradstreet report.

Interline Brands Federal Tax ID number is 22-2232386.

2. Please include an audited income statement and balance sheet from the most recent reporting period in your proposal.

Income statements and balance sheet extracts from our FY 2016 annual report are included in Tab 6. The entirety of the report, and other financial reports, are available at:

<http://ir.homedepot.com>

Additional Information

Please use this opportunity to describe any/all other features, advantages and benefits of your organization that you feel will provide additional value and benefit to a Participating Public Agency.

“At Interline Brands we use our problem-solving expertise and smart solutions to advance the performance of your facility.”

We are proactive problem solvers, leveraging our national scale and local support, supply chain expertise and eCommerce capabilities to advance the performance of your facilities.

Our experienced team of over **1,000 field sales consultants** guides you through product selection, facilities assessment, product standardization, and customized training.

Our **robust online offering** at www.supplyworks.com provides 24/7 access to over 140,000 (10,000 SKUs) Facility Maintenance Products.

Our dedicated team of in-house specialists can partner with you to oversee electronic integration and management of your purchasing applications. **StockWise™ powered by IBI Inventory Management Solutions** allow you to better manage your inventory, improve productivity, and reduce costs.

Whether it's Government, Education, Healthcare or Non Profit, our **IBI In-Site™ program** is designed to work with your facility to enhance your operational efficiency by developing customized solutions including benchmarking, best practice training and detailed written procedures to deliver improves employee and customer satisfaction and overall facilities appearance.

These customer focused tools are why our reputation in the industry is not about the products we sell but instead about the solutions we create!

STATEMENT OF QUALIFICATIONS

a. Organizational and Staff Experience – Proposers must describe their qualifications and experience to perform the work described in this Request for Proposal. Information about experience should include direct experience with the specific subject matter.

As a company we have a tenured team who has successfully managed complex, multi layered relationships with national scope. For that reason we have developed systems that allow us to execute well in this environment. We have included the resumes of our sales leadership team that will be leading this program. Several have extensive experience working successfully with direct government and cooperative purchasing alliances as well as government contracting entities. Both John Pettinelli and Becky Newell who are leading this effort have extensive experience in government cooperative sales.

The Government Coop team experience includes:

- Direct program management with a national cooperative
- Sales management and negotiations.
- Successful negotiation and implementation of cooperatives
- Program development and training for entire sales teams.
- Successful implementing and execution of launch plans.
- Success integrating and strengthening our government cooperatives by merging many of our value- added programs into the offering, including our In-Site™, StockWise™ and e-commerce programs.
- Unparalleled success delivering record sales growth within our current national cooperative program.

In review of our qualifications we can look at our functional teams.

Sales Representatives: The average tenure of our more than 1,000 sales professionals across the US is 14 years. They receive monthly trainings in all areas covered in the scope of this agreement in addition to regular product knowledge training. Our Sales professionals are very experienced working through cooperative agreements and well versed on how pricing is managed and reporting needs and responsibilities. This represents a significant portion of our sales and therefore critical to be successful over long periods of time. They provide the plan and implement the training programs, perform site audits, and program recommendations that result. They coordinate with their sales managers to ensure program compliance with the Master Agreement.

Below is a listing of Sales Pro training webinars that our sales force has participated in year to date:

Additionally, our sales force attends regular training classes on how to effectively sell programs to customers through our **Sales Force Excellence (SFE)** program. This program affords all IBI sales representatives professional advancement in selling skills beyond product selling alone. This is excellent training when program selling and lends itself well to Government Coop sales.

The primary focus of SFE is to align the field and office based sales teams around a value added, solutions based sales methodology designed to become the standard sales process used throughout the organization. In addition, a coaching model has been implemented with leadership to ensure the entire organization continuously improves. This commitment to coaching enables leaders to engage their teams in a continuous, consistent manner and to build their team's skillsets in ways that make them more valuable to themselves, customers, and the organization.

In addition to Solution Selling, the following are small sample of the Professional Development Courses offered:

Coaching for Performance (2 days): Designed for Sales Managers, this program helps them train their sales professionals to gain a competitive advantage using an effective, structured coaching approach that taps their salespeople's potential and leads to improved performance and fulfillment.

Objection Resolution (90 minutes): A four stage process to help a sales professional continue an effective business engagement when encountering objections.

Questioning (90 minutes): An interactive instructor led workshop to help sales professionals ask probing questions to gain relevance by facilitating a conversational flow that clarifies the customer needs or problems.

Presentation Skills (2 hours): A course provided to help the participant learn to design, develop, and deliver impactful presentations.

Effective Email (60 minutes)

Customer Service: Our CSRs are trained to provide exception sales service across the core planks of our customer service culture.

- Exceeding Expectations Everyday
- Building Customer Delight/Loyalty
- Being Easy to Do Business With
- First Call Resolution
- Ownership of Issue

They are trained on proper call management for customer satisfaction. They receive product training and are fully trained on our system which enables them with all critical information to execute for customer effectively. They have remote headsets that allow them to communicate with the customer if required to be mobile to solve the issue or engage another associate. They are linked to our transportation system so they have real time access to our transportation team which allows them to relay real time information on when where their delivery is that minute.

Below are some key informational customer service operational facts:

2015 Key Operational Facts:	
Customer Contacts (Total)	1,888,886
o Inbound Calls	
o Fax	
o Emails	
Calls Handled:	1,308,573
Fax & Email Contacts:	580,313
Orders Entered	1,277,811
Potential Booked Revenue	\$565,455,000

Program Management - Program Management of this contract will be headed up by Scott Matthews and John Pettinelli; with support from Becky Newell (resumes included).

Responsibilities include coordinating the updating of the system and web development with our IT team (the framework is already developed and fully functional with our existing U.S. Communities contract). Becky Newell will work with the CSR support staff to upload and manage the pricing and discount structure in the ERP system.

Scott and John will be the leads to ensure we meet the program timeline objectives and be the Key contact for US Communities national team. They will coordinate the connection of the regional teams of both organizations and be the spokesperson as we roll it out to the sales teams. They will coordinate with Jeff French to ensure the team is versed in the master agreement when we launch. They will coordinate all business reviews regarding the Master Agreement.

In Summary at the Agency level the primary contacts for the Agency will be the sales representative and the customer service representative. The sales manager and customer service supervisor will be points of escalation for local issues. And the Sales leadership team will be the 2nd level of escalation point for local issues.

b. **References:** Provide thee (3) references in Attachment A of public agencies where products or services of similar size and scope have been performed in the last twelve (12) months. References must include organization names, addresses, names of contact persons, and telephone numbers for such references.

Reference 1

Public Agency Name: Rockford Public Schools (IL)

Phone: 815-668-9181

Contact: Cathy Ellis

Email: catherine.ellis@rps205.com

Title: Custodial Manager

Address: 1907 Kishawaukee Street Rockford, IL 61104

Description of products or services provided: Purchases janitorial and custodial related products for the entire district. SupplyWorks delivers to the individual locations throughout the district. SupplyWorks assisted with a complete dispenser change out in the district.

Total dollar amount: \$385,000

Reference 2

Public Agency Name: Olathe Public Schools USD 233 (KS)

Phone: 913-780-7000

Contact: Scott Carpenter

Email: sacarpenter@olatheschools.org

Title: Assistant Director of Procurement

Address: 14160 Black Bob Road Olathe, KS 66063

Description of products or services provided: Purchases janitorial and custodial related products for the entire district. SupplyWorks delivers to the individual locations throughout the district. SupplyWorks assisted with a complete dispenser change out in the district.

Total dollar amount: \$150,000

Reference 3

Public Agency Name: Portland Public Schools (OR)

Phone: 503-916-3019

Contact: Frank Leavitt

Email: fleavitt@pps.net

Title: Operations Manager

Address: 501 N Dixon Street Portland OR, 97227

Description of products or services provided: Purchases janitorial and custodial related products for the entire district. SupplyWorks delivers to the individual locations throughout the district. SupplyWorks assisted with a complete dispenser change out in the district.

Total dollar amount: \$1.2 million

c. Personnel: The manufacturing staff and dealer/distribution network staff who may be assigned direct work during this contract should be identified. Information is required which will show the composition of the work group, its specific qualifications, and recent relevant experience. Special mention shall be made of direct technical supervisors' and key technical personnel, and approximate percentage of the total time each will be available for this contract.

Please see the below resumes below of key personnel that are currently assigned to our U.S. Communities contract 12-22 for janitorial supplies and custodial related products, services and solutions and U.S. Communities contract 16154 for Maintenance, Repair, Operating Supplies, Industrial Supplies, and Related Services. This experienced team of professionals will be the key personnel assigned to manage and coordinate RFP 17-21 upon award.

John Pettinelli and Becky Newell will spend 100% of their time assigned to manage the SupplyWorks U.S. Communities program and Scott Matthews will oversee the Program overall. The Regional program managers listed below will have prime focus on managing the U.S. Communities and will spend about 80-90% of their time supporting the contract.

NAME	POSITION
Scott Matthews	Director Outside Sales Home Depot

EDUCATION/TRAINING	
Washburn University, Topeka, KA	Business Management

PROFESSIONAL SUMMARY

Scott is responsible for managing national accounts and e-commerce while overseeing business-to-business relationships. During his 27 years at The Home Depot, he has served in a variety of roles and capacities, including Regional Pro Sales Manager, District Manager and Store Manager. Scott will oversee the entire government sales team outlined below and will be a key contact for Fresno Unified School District and U.S. Communities.

NAME	POSITION
John Pettinelli	National Sales Manager – Government Cooperatives

EDUCATION/TRAINING	
Boston College	Marketing & General Management

PROFESSIONAL SUMMARY

As leader of the Government Cooperative initiative for SupplyWorks John has responsibility for managing overall pricing and profitability, and driving sales growth on a consistent basis. In addition he works closely with merchandising, marketing and E-commerce on product mix, collateral materials and web content. John maintains all vendor relationships as they relate to the Government Cooperative initiative. Working with his team, John built a selling platform that allows the entire sales organization of over 1000 sales professionals to deliver growth that far exceeds the industry standards by understanding and utilizing a government cooperative. He has aligned the field sales team around a value added, solutions based sales methodology that delivers impactful, measurable sales success leading to record sales growth while helping customers save time and money.

POSITIONS OF EMPLOYMENT	
1984- 2008	Owner, Eagle Maintenance Supply
2008 - 2012	Strategic Account Manager, AmSan
2012- Present	National Sales Manager – Gov't Cooperatives, SupplyWorks

NAME	POSITION
Becky Newell	Strategic Account Manager – Government Cooperatives

EDUCATION/TRAINING	
Houghton College	Business Management, Accounting & Economics

PROFESSIONAL SUMMARY

Becky focuses on the day to day management of U.S. Communities contract #12-22 for IBI and the SupplyWorks division with particular focus on managing backend operations of the program. This includes pricing integrity, product maintenance, marketing materials and web content and accuracy. Becky also spends a great deal of time in the field working with sales professionals and end-users delivering a value added, solutions based sales methodology that reduces costs for products, services and administrative costs associated with competitive bids for government agencies, educational institutions and nonprofits. Becky interacts daily with the U.S. Communities Program Managers nationwide and with over 14 years of experience, is able to provide a great deal of support to the SupplyWorks sales reps nationwide.

POSITIONS OF EMPLOYMENT

2002- 2008	Accounts Receivable & Billing Manager, Eagle Maintenance Supply
2008 - 2012	Strategic Account Representative, SupplyWorks(formerly AmSan)
2012- Present	Strategic Account Manager –Government Cooperatives, SupplyWorks

REGIONAL MANAGERS - U.S. COMMUNITIES PROGRAM

NAME	POSITION
Cameron Mickey	Program Manager / National Pro Manager of Strategic Accounts – The Home Depot

EDUCATION/TRAINING	
Citrus Community College	Business Management

PROFESSIONAL SUMMARY

Cameron is a National Pro Manager of Strategic Accounts for the Home Depot. Cameron is responsible for managing implementation of relationships and strategies for government customers. Cameron works directly with the sales force to consistently grow the U.S. Communities program for both The Home Depot and SupplyWorks. He is the single point for

many of our key government customers. With Cameron’s vast knowledge of the industry, he is able to successfully implement customized programs that that can save Public Agencies’ time and money.

POSITIONS OF EMPLOYMENT

1993 – 2002	Store Manager – The Home Depot
2002 – 2005	Divisional Sales Merchant – The Home Depot
2005 – 2009	Director of New Stores – The Home Depot
2009 – 2012	Field Projects Manager – The Home Depot
2012 – 2013	Director of New Stores – The Home Depot
2013 - Present	National Pro Manager of Strategic Accounts – The Home Depot

NAME

George Brogan

POSITION

Program Manager / National Pro Manager of Strategic Accounts – The Home Depot

EDUCATION/TRAINING

Penn State University/Kings College

Associates in Business

PROFESSIONAL SUMMARY

George is a National Pro Manager of Strategic Accounts for the Home Depot. George is responsible for managing implementation of relationships and strategies for government customers for both The Home Depot and SupplyWorks. He builds strong relationships with Government entities and nonprofit agencies in his territory. He works alongside the local sales force to effectively service customers with solutions that fit their needs and to train the sales force on the benefits of the U.S. Communities Programs. George’s extensive experience in the industry helps provide exceptional customer service and knowledge.

POSITIONS OF EMPLOYMENT

1998 – 2000	Store Associate – The Home Depot
2000 – 2000	Department Supervisor – The Home Depot
2000 – 2002	Assistant Store Manager – The Home Depot
2002 – 2014	Pro Account Representative – The Home Depot
2014 – Present	National Pro Manager of Strategic Accounts

NAME	POSITION
Rochelle Komlosi	Program Manager / National Pro Manager of Strategic Accounts – The Home Depot

EDUCATION/TRAINING	
Baldwin Wallace College	Communications – 1993-1995

PROFESSIONAL SUMMARY

Rochelle is a National Pro Manager of Strategic Accounts for the Home Depot. George is responsible for managing implementation of relationships and strategies for government customers for both The Home Depot and SupplyWorks. She builds strong relationships with Government entities and nonprofit agencies in her territory. She works alongside the local sales force to effectively service customers with solutions that fit their needs and to train the sales force on the benefits of the U.S. Communities Programs. Rochelle is a great resource for customers and our sales force on all things related to government purchasing and procurement.

POSITIONS OF EMPLOYMENT

2007 - 2014	Pro Account Representative
2014- Present	National Pro Manager of Strategic Accounts

NAME	POSITION
Michael Hughes	Program Manager

EDUCATION/TRAINING	
Rutgers University	Business Management

PROFESSIONAL SUMMARY

Michael works in cooperation with John Pettinelli and Becky Newell for the sales and customer service efforts for the U.S. Communities Contract 12-22 through Interline Brands. Michael works directly with the sales force and other program managers to consistently grow the program and implement the contract to new and existing public agencies nationwide. Mike assists the sales reps on how to utilize the selling tools and generates long lasting relationships with customers nationwide. Michael is a great resource for training on our online ordering and web capabilities. In addition, Michael provides outstanding support as it relates to our product offering and details around our existing contract.

POSITIONS OF EMPLOYMENT

2011 - 2013	Fleet Coordinator, Automotive Resources, Int.
2013 - 2015	Strategic Account Representative, SupplyWorks(formerly AmSan)
2015- Present	Program Manager, SupplyWorks

NAME

Joshua Blessing

POSITION

Strategic Account Support Specialist

EDUCATION/TRAINING

Camden County College

Computer Science

PROFESSIONAL SUMMARY

Josh works in cooperation with John Pettinelli and Becky Newell for the sales and customer service efforts. Josh will assist Becky and John to ensure contract compliance on all products, pricing, etc... Josh helps to coordinate all events and Trade shows to ensure a SupplyWorks presence and participation. Josh is a great resource for our SupplyWorks sales force to contact for any support relating to the contract including creating new accounts, web logins to shop online, answering questions relating to the contract and general support on products. Josh communicates with the U.S. Communities Program Managers and the SupplyWorks regional managers to ensure consistent growth in all areas.

POSITIONS OF EMPLOYMENT

2006 - 2016	IT Support Center Analyst, Interline Brands
2016 - Present	Strategic Account Support Specialist, SupplyWorks

FINANCIAL STATEMENTS

Income statements and balance sheet extracts from our FY 2016 annual report are included herein that cover the last four reporting quarters. Interline Brands and Supplyworks are included in The Home Depot Annual report.

The entirety of the report, and other financial reports, are available at:

<http://ir.homedepot.com>

THE HOME DEPOT, INC. AND SUBSIDIARIES
CONSOLIDATED BALANCE SHEETS

<i>amounts in millions, except share and per share data</i>	<u>January 29, 2017</u>	<u>January 31, 2016</u>
ASSETS		
Current Assets:		
Cash and Cash Equivalents	\$ 2,538	\$ 2,216
Receivables, net	2,029	1,890
Merchandise Inventories	12,549	11,809
Other Current Assets	608	569
Total Current Assets	<u>17,724</u>	<u>16,484</u>
Property and Equipment, at cost	40,426	39,266
Less Accumulated Depreciation and Amortization	18,512	17,075
Net Property and Equipment	<u>21,914</u>	<u>22,191</u>
Goodwill	2,093	2,102
Other Assets	1,235	1,196
Total Assets	<u>\$ 42,966</u>	<u>\$ 41,973</u>
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current Liabilities:		
Short-Term Debt	\$ 710	\$ 350
Accounts Payable	7,000	6,565
Accrued Salaries and Related Expenses	1,484	1,515
Sales Taxes Payable	508	476
Deferred Revenue	1,669	1,566
Income Taxes Payable	25	34
Current Installments of Long-Term Debt	542	77
Other Accrued Expenses	2,195	1,941
Total Current Liabilities	<u>14,133</u>	<u>12,524</u>
Long-Term Debt, excluding current installments	22,349	20,789
Other Long-Term Liabilities	1,855	1,965
Deferred Income Taxes	296	379
Total Liabilities	<u>38,633</u>	<u>35,657</u>
STOCKHOLDERS' EQUITY		
Common Stock, par value \$0.05; authorized: 10 billion shares; issued: 1.776 billion shares at January 29, 2017 and 1.772 billion shares at January 31, 2016; outstanding: 1.203 billion shares at January 29, 2017 and 1.252 billion shares at January 31, 2016	88	88
Paid-In Capital	9,787	9,347
Retained Earnings	35,519	30,973
Accumulated Other Comprehensive Loss	(867)	(898)
Treasury Stock, at cost, 573 million shares at January 29, 2017 and 520 million shares at January 31, 2016	<u>(40,194)</u>	<u>(33,194)</u>
Total Stockholders' Equity	<u>4,333</u>	<u>6,316</u>
Total Liabilities and Stockholders' Equity	<u>\$ 42,966</u>	<u>\$ 41,973</u>

See accompanying Notes to Consolidated Financial Statements.

THE HOME DEPOT, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF EARNINGS

	Fiscal Year Ended ⁽¹⁾		
	January 29, 2017	January 31, 2016	February 1, 2015
<i>amounts in millions, except per share data</i>			
NET SALES	\$ 94,595	\$ 88,519	\$ 83,176
Cost of Sales	62,282	58,254	54,787
GROSS PROFIT	32,313	30,265	28,389
Operating Expenses:			
Selling, General and Administrative	17,132	16,801	16,280
Depreciation and Amortization	1,754	1,690	1,640
Total Operating Expenses	18,886	18,491	17,920
OPERATING INCOME	13,427	11,774	10,469
Interest and Other (Income) Expense:			
Interest and Investment Income	(36)	(166)	(337)
Interest Expense	972	919	830
Interest and Other, net	936	753	493
EARNINGS BEFORE PROVISION FOR INCOME TAXES	12,491	11,021	9,976
Provision for Income Taxes	4,534	4,012	3,631
NET EARNINGS	\$ 7,957	\$ 7,009	\$ 6,345
Weighted Average Common Shares	1,229	1,277	1,338
BASIC EARNINGS PER SHARE	\$ 6.47	\$ 5.49	\$ 4.74
Diluted Weighted Average Common Shares	1,234	1,283	1,346
DILUTED EARNINGS PER SHARE	\$ 6.45	\$ 5.46	\$ 4.71

(1) Fiscal years ended January 29, 2017, January 31, 2016 and February 1, 2015 include 52 weeks.

See accompanying Notes to Consolidated Financial Statements.

THE HOME DEPOT, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME

<i>amounts in millions</i>	Fiscal Year Ended ⁽¹⁾		
	January 29, 2017	January 31, 2016	February 1, 2015
Net Earnings	\$ 7,957	\$ 7,009	\$ 6,345
Other Comprehensive Income (Loss):			
Foreign Currency Translation Adjustments	(3)	(412)	(510)
Cash Flow Hedges, net of tax	34	(34)	11
Other	—	—	1
Total Other Comprehensive Income (Loss)	31	(446)	(498)
COMPREHENSIVE INCOME	\$ 7,988	\$ 6,563	\$ 5,847

(1) Fiscal years ended January 29, 2017, January 31, 2016 and February 1, 2015 include 52 weeks.

See accompanying Notes to Consolidated Financial Statements.



THE HOME DEPOT, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CASH FLOWS

amounts in millions	Fiscal Year Ended ⁽¹⁾		
	January 29, 2017	January 31, 2016	February 1, 2015
CASH FLOWS FROM OPERATING ACTIVITIES:			
Net Earnings	\$ 7,957	\$ 7,009	\$ 6,345
Reconciliation of Net Earnings to Net Cash Provided by Operating Activities:			
Depreciation and Amortization	1,973	1,863	1,786
Stock-Based Compensation Expense	267	244	225
Gain on Sales of Investments	—	(144)	(323)
Changes in Assets and Liabilities, net of the effects of acquisitions:			
Receivables, net	(138)	(181)	(81)
Merchandise Inventories	(769)	(546)	(124)
Other Current Assets	(48)	(5)	(199)
Accounts Payable and Accrued Expenses	446	888	244
Deferred Revenue	99	109	146
Income Taxes Payable	109	154	168
Deferred Income Taxes	(117)	15	159
Other	4	(33)	(104)
Net Cash Provided by Operating Activities	<u>9,783</u>	<u>9,373</u>	<u>8,242</u>
CASH FLOWS FROM INVESTING ACTIVITIES:			
Capital Expenditures, net of \$179, \$165 and \$217 of non-cash capital expenditures in fiscal 2016, 2015 and 2014, respectively	(1,621)	(1,503)	(1,442)
Proceeds from Sales of Investments	—	144	323
Payments for Businesses Acquired, net	—	(1,666)	(200)
Proceeds from Sales of Property and Equipment	38	43	48
Net Cash Used in Investing Activities	<u>(1,583)</u>	<u>(2,982)</u>	<u>(1,271)</u>
CASH FLOWS FROM FINANCING ACTIVITIES:			
Proceeds from Short-Term Borrowings, net	360	60	290
Proceeds from Long-Term Borrowings, net of discounts	4,959	3,991	1,981
Repayments of Long-Term Debt	(3,045)	(39)	(39)
Repurchases of Common Stock	(6,880)	(7,000)	(7,000)
Proceeds from Sales of Common Stock	218	228	252
Cash Dividends Paid to Stockholders	(3,404)	(3,031)	(2,530)
Other Financing Activities	(78)	4	(25)
Net Cash Used in Financing Activities	<u>(7,870)</u>	<u>(5,787)</u>	<u>(7,071)</u>
Change in Cash and Cash Equivalents	330	604	(100)
Effect of Exchange Rate Changes on Cash and Cash Equivalents	(8)	(111)	(106)
Cash and Cash Equivalents at Beginning of Year	2,216	1,723	1,929
Cash and Cash Equivalents at End of Year	<u>\$ 2,538</u>	<u>\$ 2,216</u>	<u>\$ 1,723</u>
SUPPLEMENTAL DISCLOSURE OF CASH PAYMENTS MADE FOR:			
Interest, net of interest capitalized	\$ 924	\$ 874	\$ 782
Income Taxes	\$ 4,623	\$ 3,853	\$ 3,435

(1) Fiscal years ended January 29, 2017, January 31, 2016 and February 1, 2015 include 52 weeks.

See accompanying Notes to Consolidated Financial Statements.

IN WITNESS WHEREOF, U.S. Communities has caused this Agreement to be executed in its name and Supplier has caused this Agreement to be executed in its name, all as of the date first written above.

U.S. Communities:

U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE

By _____

Name: _____

Title: _____

Supplier:

INTERLINE BRANDS D/B/A SUPPLYWORKS.

By  _____

Name: Eric Thompson

Title: Vice President, FP&A, Sales Ops and Pricing



*Interline Brands dba
SupplyWorks
Proposal in Response to RFP 17-21
Cleaning Supplies, Equipment and Custodial Related
Products, Services & Solutions*

U.S. COMMUNITIES ADMINISTRATIVE AGREEMENT - EXECUTED

SupplyWorks

1. Can you further clarify the Home Depot/SupplyWorks relationship and the “one account” method?

SupplyWorks is the wholesale division of The Home Depot. The ProPurchase program allows SupplyWorks customers to shop at the Home Depot and purchase products and services using your SupplyWorks credit account for payment. At checkout, simply swipe your ProPurchase card to complete your transaction. You will have visibility to all of your purchase transactions in store and with SupplyWorks. Electronic receipts for store purchases will be emailed to a designated address and will also be detailed on your SupplyWorks invoice. With multiple SupplyWorks summary invoice options, the ProPurchase card can help streamline invoice reconciliation for users. Additionally, multiple cards can be set up for an account to help differentiate purchases by user, department, location, etc....

2. How does the proposed pricing compare to that currently available through the contract with FUSD?

Pricing is closely aligned with pricing as it appears today on the current contract 12-22 while taking into account that this pricing is valid beginning in January of 2018. Every attempt will be made to hold that pricing for one year.

Attachment C Discounts are based on discounts off of the SupplyWorks Everyday Low Price that appear in our online catalog. These are not MSRP or List prices. The SupplyWorks discounts submitted reflect additional discounts off of these Every Day Low Prices.

Attachment C Discounts are minimum discounts by category. As we continue to refine our Every Day Low Prices your minimum discount will not change even if our prices go down.

The Market Basket pricing and discounts shown reflect our best pricing which often is deeper than the minimum discount offered. Where manufacturers offer us additional price concessions based on U.S. Communities aggregate spend we are able to pass those savings on. As an example, Vendor D might offer a competitive discount overall of 15% but on a specific category like floor care (example) they offer 20%. On those items we extend the savings and offer a deeper discount than the percentage we list in Attachment C.

3. In the Price List submitted by SupplyWorks, can you provide this in Excel format as well?
Can SupplyWorks also add two (2) additional columns – one showing the proposed minimum discount and another for the Manufacturer Product Number?

We can provide that information assuming it will be kept confidential. Please see attached file.

4. Please provide clarification and explanation for the Everyday Low Price (EDLP) methodology.
How would an agency be able to audit the EDLP pricing at any given time?

As you may recall in late 2015 SupplyWorks responded to market conditions and adopted a new online pricing strategy to compete more favorably with the online marketers and retailers. We eliminated MSRP and “List” prices in favor of a pre-discounted Everyday Low Price model. The proposed Pricing Discounts will be based off our Online Catalog. An Agency would be able to



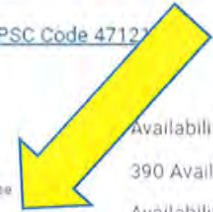
audit the EDLP by logging in and searching an item. See the example below, with an EDLP lined out and U.S. Communities price clearly marked.

Item # REN11500-CA [Renown](#) Part # REN11500-CA UPC Code 741224115001 [UNSPSC Code 47121](#)
 Catalog Page #689



Price: **\$19.29** case
~~\$55.83 / case~~
 Priced per Case of 1000
 1+ \$19.29

Availability: 390 Available
 Availability based on your current ship-to address.



- RFP #17-21 General Information, Section 3.3, Page 30 states that price adjustments must be submitted 60 days prior to Contract annual anniversary date. In your pricing proposal (Attachment B) you indicated that "SupplyWorks will make every effort to minimize any price changes and make our best effort to submit changes twice per year". Please clarify your exception to the specification in the original solicitation.

This was the method of handling price increases for the previous contract 12-22 and it was very beneficial for the U.S. Communities Agencies. Price increases were kept to a minimum often exceeding 18 months. If we were required to only raise prices once per year at a set date we would have to ask manufacturers to project increases well into the future. The assumption is most would request increases at a higher rate based on holding prices for a longer period. Some of the more volatile categories such as paper and liners could see larger increases.

- Please clarify who the Primary Contact for this contract would be, if awarded?

John Pettinelli

- On page 13 you indicate that sales to all Public Sector markets decreased dramatically in 2016. What was the cause of this decrease?

The Home Depot made a business decision to exit the Federal Government market resulting in a decrease in revenue in the Public Sector. Business in the Public Sector under U.S. Communities rose significantly.

- On page 13 of your proposal you list approximately \$40M in sales to states, but there are no states listed in your top 10 customers. Are these sales via State-held contracts? If so, which States hold these contracts? Have you had discussions with these states about transitioning to U.S. Communities in the past?

State Contracts account for the majority of the sales listed under STATE.

States that we currently have contracts with are listed below.

Alabama	Kansas	Ohio
Colorado	Nebraska	Tennessee
Hawaii	New York	Washington
Iowa		



In the majority of cases we have attempted conversations with the states about transitioning to U.S Communities.

9. Of the top public agency customers you list on page 14 of your proposal, DFW International Airport is not using the current U.S. Communities contract. What contract are they using? Have conversations been had with them about transitioning to USC in the past? DFW currently utilizes a public bid process to procure their janitorial and custodial products. We have discussed USC in the past and will revisit this with the customer.

10. What products are offered under the In-Site for Ed Program? We offer our entire product offering under the In-Site for Ed Program. In-Site service and solutions include benchmarking, best practice training, detailed written procedures and access to cleaning and audit tools. With all of these tools combined, the In-Site for Ed program is designed to help streamline processes and procedures for cleaner, safer, and healthier buildings.

11. Who is a “qualifying customer” for In-Site for Ed Program? Any member of U.S. Communities can access the In-Site for Ed Program if they agree to the negotiated spend and product mix requirements.

12. Is there a charge for the In-Site for Ed Program? If so, please provide a price breakdown. There is no fee associated with the In-Site for Ed Program. These programs can be customized and tailored to fit the specific needs and goals of an agency. Our SupplyWorks Account Executives would be available to help agencies select and implement the best solution and discuss spend requirements and product mix.

13. On page 30 of your proposal, you indicate there is a “Stockwise Program” available? IBI offers a variety of inventory management solutions through the StockWise™ Program. StockWise™ provides customers with customized solutions that allow for a better managed inventory, improved productivity and reduction in overall costs. These programs can be customized and tailored to fit the specific needs and goals of an agency. Our IBI Account Executives and StockWise™ Managers would be available to help agencies select and implement the best solution.

Is this program or options under the Stockwise Program free to PPAs? Most of the StockWise programs have no additional charges. The VMI is a StockWise™ Solution that provides an onsite employee dedicated to a customer’s inventory needs. IBI can implement a complete inventory management program from installing infrastructure to staffing. Consignment of inventory and product sourcing may be components of the VMI Program. Spend requirements and/or service fees may be required for the VMI.

Is there a minimum time commitment to utilize the racking system? The Shop Management Program is a partnership between SupplyWorks and the PPA. Each installation is on a case by case basis. The SupplyWorks Account Executives and the PPA would agree upon spend requirements and product mix as well as order frequency and inventory management responsibilities.



14. On page 35 of your proposal, you indicate there is training available? Is this program free to PPAs?

Yes, SupplyWorks offers a variety of training to Participating Public Agencies including training through videos, hands-on training by the local account executive, and training by the manufacturer reps. There are no additional costs or fees associated with the training.

15. On page 37 of your proposal, you indicate there is a cleaning and audit tool available? Is this program free to PPAs?

There is no cost associated with the cleaning and audit tool (CPI tool). This tool (CPI tool) is a component of our In-Site for Education program. Access to the InSite for Education program is a free to PPAs that commit to SupplyWorks as outlined above.

16. Does the Stericycle Waste Management program you mention on page 51 have a cost to PPAs?

The Stericycle Waste Management program that is detailed on page 51 is a program that is currently implemented internally on our end. This program is not available to customers at this time.

Additional information requested on conference call.

Can SupplyWorks provide the details of the Everyday Low Pricing if needed for an audit?

Yes, We are able to provide the details and pricing history of any item as requested along with the dates of the price changes. See below for an example of the details that can be provided upon request.

USN	Brand SKU Nbr	List price	Eff date	Exp date
880120	REN03800	94.90	8/25/2016	2/14/2017
880120	REN03800	94.90	2/15/2017	5/4/2017
880120	REN03800	48.89	5/5/2017	12/31/2900

Can you please provide a listing of various customers that are utilizing the In-Site for Ed program?

Below is a sampling of various customers that are utilizing our current U.S. Communities contract with the In-Site for Ed Program.

Elk Grove Schools, CA
Goodwill, OR
Grapevine ISD, TX
Kingsport City Schools, TN
Olathe Schools, KS
Portland Public Schools, OR
Saint Lucie Schools, FL

Negotiation issues for RFP #17-21

1. I was requested to have the ability to search online for invoices through multiple accounts and also to have admin rights for a couple of select users to be able to add and remove our own users as staff changes.

Through the SupplyWorks ecommerce site, we can set up key personnel as Administrators with the ability to add, remove and adjust users to various locations. The Administrators would have access to this functionality in the Administration section of their account dashboard. See below for a screen shot showing the options.



Currently, our ecommerce site does not have the functionality to search for invoices through multiple accounts. Users do have access to view invoices, PODs, and invoice detail at the account level. A user can also search an invoice under a specific account once they know which SupplyWorks account the invoice is associated with. SupplyWorks can provide various reports to users which can help users identify which account an invoice is associated with to make reconciliation easy.

2. One of the members had interest in adding the chemical free cleaning and disinfecting solutions provided by John Shanahan with GenEon. Can that be added to the assortment?

We have contacted our SupplyWorks VP of Merchandising and opened this topic for discussion. Additionally we have reached out to GenEon and John Shanahan directly. John Pettinelli has collaborated previously with John Shanahan before at Tennant and Minuteman. We will make a Good Faith effort to discuss if a partnership is a viable alternative. We can also offer the public agency member some alternative information such as the new Clorox 360 disinfection system.

3. For the Vendor Managed Inventory Program you stated that costs would be negotiated, but can you define some general pricing parameters such as minimum spend?

Please see below for the details of the various options of the Vendor Managed inventory program.



Financial parameters for various SupplyWorks inventory management programs:

Vendor Managed Inventory SupplyWorks Sales Professional Managed.

Details- SupplyWorks Sales Professional assists customer in management of inventory to include; providing and labeling of product storage racks and bins, organization, weekly inventory audits, quarterly reporting.

Qualifier- Annual spend of \$100,000 with Supplywoks products, may be combined Jan/San and MRO.

Vendor Managed Inventory Full Time SupplyWorks Associate On-Site

Details- SupplyWorks provides a full-time employee focused on managing inventory and the replenishment process exclusively for the customer at a single site. This would not include cost or labor to ship products to remote sites or buildings.

Qualifier- Annual spend of \$1,000,000 with Supplyworks, may be combined Jan/San and MRO.

Shop Management Program

Details- SupplyWorks provides necessary organization for products being purchased from SupplyWorks. Including but not limited to: shelving, racking, bins, bin labels.

Qualifier- Annual spend of \$250,000 with Supplyworks, may be combined Jan/San and MRO.

4. If a customer goes into a Home Depot store and buys a SupplyWorks product, is a rebate still available on that purchase?

Currently the only way to access SupplyWorks products are through a Pilot Program at the Home Depot Pro Desk utilizing a web order process. Those items would be shipped from SupplyWorks and not be eligible for a rebate. Future plans include adding SupplyWorks products to the Home Depot store shelves and those products will be eligible for rebates.

5. Is there any other discounts available such as a prompt pay discount if the customer pays within 30 days or an additional discount for a higher level of volume reached?

The SupplyWorks model for U.S. Communities was the best overall value to the members upfront. Currently every U.S. Communities Participating Agency is granted an instant \$5,000.00 credit limit. Within 48-72 hours that credit limit is review and usually adjusted to a higher amount without SupplyWorks requesting any further information from the Participating Agency. In a Good Faith effort, if a qualified Participating Agency wants to fill out a more detailed Credit Application we will submit it to our Credit Department for a complete review. Upon their approval SupplyWorks would offer that qualified agency up to 1% 10, Net 30 terms. We offer customized invoicing methods including EDI platform options, summary invoicing, ship complete invoicing, detailed GL coding options on the web that can be uploaded into excel and many other options.

We do not currently offer any Bulk Item or Volume level discounts. If the company directions changes we will notify you regarding this options.



6. Can SupplyWorks provide a plan on how they will adhere to the U.S. Communities Supplier Commitments in relation to the SupplyWorks SIPC Cooperative Contract?
 - There have been multiple discussions regarding this cooperative and that SupplyWorks needs to demonstrate the value and lead with U.S. Communities to all agencies in Illinois (including current SIPC customers).
 - How will SupplyWorks enforce this in the field, if awarded a contract?

SIPC is a legacy program that began in Southern Illinois over 20 years ago. At the time it was the only cooperative SupplyWorks had access to and it was expanded outside of Illinois. Below is a list of actions that have been implemented along with further steps to be taken.

- Effective August of 2016 all SIPC accounts outside of Illinois have been transitioned to U.S. Communities. Approximately 3M in spend was transitioned.
- SIPC is not marketed outside of Illinois.
- U.S. Communities sales in Illinois have increased each of the past 4 years and are trending up for 2017.
- Two large K-12 recently were signed on to U.S. Communities
- Last year we provided a list of all K-12 in Illinois for USC to direct market too.
- SIPC's stance is to remain independent and not collaborate with USC.
- The U.S. Communities pricing remains competitive versus the SIPC program.
- SIPC does not have the value added of partnering with Home Depot on a U.S. Communities program or offer any rebates.

We would like to offer to schedule joint meetings with U.S. Communities, the SupplyWorks U.S. Communities team and the three divisions in Illinois. The topics at this meeting would include a complete refresher meeting, updating of the new RFP and thorough discussion of our marketing agreements with U.S. Communities as well as a go to market strategy.



Fresno Unified
School District

Preparing Career Ready Graduates

BOARD OF EDUCATION

Brooke Ashjian, President
Claudia Cazares, Clerk
Valerie F. Davis
Christopher De La Cerda
Lindsay Cal Johnson
Elizabeth Jonasson Rosas
Carol Mills, J.D.

SUPERINTENDENT

Robert G. Nelson

October 10, 2017

Clarification Memo

To be made a part of US Communities RFP 17-21 Cleaning Supplies, Equipment, and Custodial Related Products, Services and Solutions.

All parties signing below agree that The Uniform Administrative Requirements language included in the RFP shall be removed from contract 17-21.

Paul Rosencrans
Fresno Unified School District
Executive Director of Purchasing

Rich Nyberg
Pro Business/Government Contracts Senior Manager
The Home Depot



Fresno Unified School District

Preparing Career Ready Graduates

BOARD OF EDUCATION

Claudia Cazares, President
Carol Mills, J.D., Clerk
Valerie F. Davis
Genoveva Islas
Elizabeth Jonasson Rosas
Major Terry Slatik USMC (Retired)
Keshia Thomas

SUPERINTENDENT

Robert G. Nelson, Ed.D.

October 31, 2019

Ran Garver
Director of Compliance
Home Depot Pro
701 San Marco Blvd.
Jacksonville, FL 32207
Ran.garver@interlinebrands.com

Reference: RFP# 17-21- Cleaning Supplies, Equipment and Custodial Related Products

Dear Mr. Garver:

This letter is in reference to the Fresno Unified School District's U.S. Communities RFP #17-21 for Cleaning Supplies, Equipment and Custodial Related Products, Services and Solutions. The initial period of the contract is from November 1, 2017 through October 31, 2020, with two (2), one (1) year renewal options. Based on the success of the contract thus far, and per the request of interested parties for a stable long-term "piggyback" contract, Fresno Unified is hereby exercising the final two years renewal to extend the contract through October 31, 2022.

This document will be added to the contract award documents which may be viewed on the Fresno Unified School District website at www.fresnounified.org.

Sincerely,

Edward Collins
Executive Director of Purchasing
Fresno Unified School District

Ran Garver
Director of Compliance
Home Depot Pro

PARTICIPATING ADDENDUM
under OMNIA Purchasing Cooperative Program for
Cleaning Supplies, Equipment, and Custodial Related Services/Solutions

Participating Entity:
CONTRA COSTA COUNTY (CA)
and
Contractor: **Home Depot U.S.A., Inc.**

This Agreement is made and entered into this 18th day of May 2021, by and between Contra Costa County, a political subdivision of the State of California ("County") and Home Depot U.S.A., Inc., a Delaware corporation, (hereinafter referred to as "THD Pro Institutional") whose principal place of business is 701 San Marco Blvd. Jacksonville, FL 32207 for the participation in the awarded OMNIA contracts as follows:

- Home Depot Pro Institutional contract 17-21 for Cleaning Supplies, Equipment, and Custodial Related Services and Solutions awarded by Fresno Unified School District, CA ("Master Contract"), a copy of which is attached hereto as Exhibit A.

Whereas, THD Pro Institutional offers goods and services awarded under the aforementioned Master Contract, after competitive bid processes, and with the OMNIA Public Purchasing Alliance ("OMNIA") for the MRO Supplies/services and Custodial Supplies/services providing the lowest overall available pricing (net to purchaser) through THD Pro Institutional for participants purchasing; and

Whereas, the County has determined that entering into a Participating Addendum under the OMNIA program provides a benefit to the association and its members.

Now therefore, in consideration for the mutual promises contained in this Agreement, THD Pro Institutional and the County agree, as follows:

1. The Master Contract is incorporated into and made a part of this Agreement by reference. All of the terms of the Master Contract shall be binding on and accrue to the benefit of the Parties to this Agreement, except as follows:
 - a. For the purposes of this Agreement, each reference to "Fresno Unified School District," and "District," and each reference to "Participating Public Agency," in Exhibit A shall mean and include the County.
 - b. For the purposes of this Agreement, THD Pro Institutional agrees and acknowledges that the County shall have no obligation to make any purchases, or to make any particular volume of purchases, under this Agreement.
2. The term of this Agreement begins on the date first written above, and it ends on October 21, 2022, unless this Agreement is sooner terminated by the County under Section 7 of this Agreement.
3. The total of all purchases by the County under this Agreement shall not exceed \$3,100,000 ("Payment Limit").
4. At all times during the term of this Agreement, neither party will function as or represent it to be the other party or its agent, and no officer, employee or agent of one party shall hold himself or herself out to be an officer, employee or agent of the other party. This Agreement does not create any rights or obligations between the parties other than those expressly set forth herein and

PARTICIPATING ADDENDUM
under OMNIA Purchasing Cooperative Program for
Cleaning Supplies, Equipment, and Custodial Related Services/Solutions

nothing in this Agreement shall be construed as conferring any rights upon any third parties or any other party other than the County and THD Pro Institutional.

5. This Agreement has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Contra Costa County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court.
6. Eligibility for participation in the program is as follows:
 - **Home Depot Pro Institutional contract** – THD Pro Institutional shall ensure that a dedicated Home Depot Pro Account Executive will be assigned to the County and will work closely with the County to establish an account with proper billing details, shipping details, delivery information, etc. for the various campuses and delivery points. THD Pro Institutional shall ensure that accounts established through THD Pro Institutional would be set up with net 30 Day Terms. THD Pro Institutional shall ensure that County-designated users will have the ability to process orders using those 30-Day payment terms or payment by a p-card, visa card, and other authorized means, whichever is selected and authorized by the County. THD Pro Institutional accepts payment via check, ACH, P-Card, Credit Card, and other authorized means.
7. This Agreement may be amended or modified at any time by mutual agreement of the parties in writing.
8. Either the County or THD Pro Institutional may terminate this Agreement at any time upon sixty (60) days written notice to the other party.
9. It is understood and agreed that the THD Pro Institutional is at all times an independent contractor and its employees are not employees of the County and associated with this contract. Nothing in this Agreement creates any joint venture between the County and THD Pro Institutional.
10. THD Pro Institutional affirms that there are no encumbrances or obstacles that will prohibit its performance pursuant to the terms of this Agreement.
11. Notices to the parties shall be provided in writing to:

PARTICIPATING ADDENDUM
under OMNIA Purchasing Cooperative Program for
Cleaning Supplies, Equipment, and Custodial Related Services/Solutions

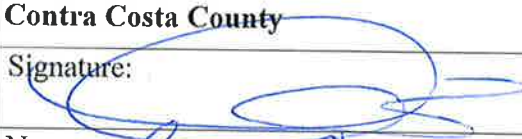
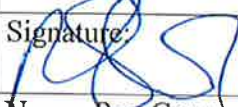
THD Pro Institutional:

THD Pro Institutional
 701 San Marco Blvd.
 Jacksonville, FL 32207
 Telephone: 800-393-1131
 Contact: John Pettinelli, Director
 Email: john_j_pettinelli@homedepot.com
 Contact: Becky Newell, Senior Manager
 Email: Rebecca_l_newell@homedepot.com

County:

Contra Costa County
 40 Muir Road, 2nd Floor
 Martinez, CA 94553
 Telephone: 925-957-2495
 Contact: Cynthia Shehorn
 Email: cindy.shehorn@pw.ccounty.us

IN WITNESS, WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity: Contra Costa County	Contractor: Home Depot U.S.A., Inc.
Signature: 	Signature: 
Name: <i>Cynthia Shehorn</i>	Name: Ran Garver
Title: <i>PROCUREMENT MANAGER</i>	Title: Director of Compliance
Date: <i>5-3-2021</i>	Date: April 28, 2021

Exhibits:

Exhibit A – Master Contract



Contra
Costa
County

To: Board of Supervisors
From: David O. Livingston, Sheriff-Coroner
Date: May 18, 2021

Subject: Starzyk Instructional Services

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Sheriff-Coroner, or designee, to execute a contract amendment, effective May 1, 2021, with Starzyk Instructional Services increasing the payment limit by \$215,000 to a new payment limit of \$645,000 and extending the contract termination date from December 31, 2021 to a new termination date of December 31, 2022, to provide specialized instructional services.

FISCAL IMPACT:

100% Law Enforcement Training Center Enterprise Fund. Budgeted.

BACKGROUND:

Through the Office of the Sheriff's Law Enforcement Training Center (LETC), Deputy Sheriff Recruits and members of the Sheriff's Office receive training on various subjects. Starzyk Instructional Services (SIS) will provide instructors to teach specialized courses at the LETC. SIS will also conduct training course audits, updates, and new course development.

CONSEQUENCE OF NEGATIVE ACTION:

The Sheriff's Office will be unable to acquire the appropriate level of services from the contractor without the approved amendment.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **05/18/2021** 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: May 18, 2021

, County Administrator and Clerk of the Board of Supervisors

By: Laura Cassell, Deputy

Contact: Chrystine Robbins,
925-655-0008

cc:



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: May 18, 2021

Subject: Contract #26-552-9 with Bailey T. Lee, M.D.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #26-552-9 with Bailey T. Lee, M.D., an individual, in an amount not to exceed \$540,000, to provide radiology services at Contra Costa Regional Medical Center (CCRMC) and Contra Costa Health Centers, for the period from July 1, 2021 through June 30, 2024.

FISCAL IMPACT:

This contract will result in contractual service expenditures of up to \$540,000 over a 3-year period and will be funded 100% by Hospital Enterprise Fund I revenues. (No rate increase)

BACKGROUND:

Due to the limited number of specialty providers available within the community, Contra Costa Regional Medical Center and Contra Costa Health Centers rely on contracts to provide necessary specialty health services to their patients. CCRMC has contracted with Bailey T. Lee, M.D., for radiology services since July 2006.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **05/18/2021** 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: May 18, 2021

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

By: Laura Cassell, Deputy

Contact: Samir Shah, M.D.,
925-370-5525

BACKGROUND: (CONT'D)

On June 11, 2019, the Board of Supervisors approved Contract #26-552-8 with Bailey T. Lee, M.D., in an amount not to exceed \$376,000, to provide radiology services for patients at CCRMC including consultation, on-call coverage, supervision and interpretation of computed tomography scans, magnetic resonance imaging, ultrasounds, invasive procedures and plain films, for the period from July 1, 2019 through June 30, 2021.

Approval of Contract #26-552-9 will allow this contractor to continue to provide radiology services through June 30, 2024.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, this contractor will be unable to provide radiology services to patients at CCRMC and Health Centers.



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: May 18, 2021

Subject: Contract #26-975-14 with Mark Van Handel, M.D.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #26-975-14 with Mark Van Handel, M.D., an individual, in an amount not to exceed \$1,475,000, to provide neurology services at Contra Costa Regional Medical Center (CCRMC) and Contra Costa Health Centers, for the period from June 1, 2021 through May 31, 2024.

FISCAL IMPACT:

This contract will result in contractual service expenditures of up to \$1,475,000 over a 3-year period and will be funded 100% by Hospital Enterprise Fund I revenues. (Rate increase)

BACKGROUND:

Due to the limited number of specialty providers available within the community, CCRMC and Contra Costa Health Centers rely on contracts to provide necessary specialty health services to their patients. CCRMC has contracted with Mark Van Handel, M.D., for neurology services since July 1, 2000.

This contract meets the social needs of the County's population by providing neurology services at CCRMC and Health Centers.

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **05/18/2021** 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: May 18, 2021

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

By: Laura Cassell, Deputy

Contact: Samir Shah, M.D.,
925-370-5525

cc: Marcy Wilhelm

BACKGROUND: (CONT'D)

On April 17, 2018, the Board of Supervisors approved Contract #26-975-13 with Mark Van Handel, M.D., to provide neurology services at CCRMC, through May 31, 2021.

Approval of Contract #26-975-14 will allow this contractor to continue to provide neurology services through May 31, 2024.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, the County will not be able to provide neurology services to CCRMC patients through this contractor.



**Contra
Costa
County**

To: Board of Supervisors
From: Kathy Gallagher, Employment & Human Services Director
Date: May 18, 2021

Subject: Great Plates Delivered Program Contract Amendment

RECOMMENDATION(S):

Approve and Authorize the County Administrator, or designee, to execute contract amendments in an aggregate amount not to exceed \$8,086,604.25, to facilitate the preparation and delivery of meals under the State of California Great Plates Delivered Program:

A. A contract amendment with GDCC LLC to increase the payment limit by \$424,912.50 to a new payment limit not to exceed \$2,208,869.25 to prepare, provide and deliver a maximum of 225 meals a day to 75 program eligible older adults and extend the term through September 3, 2021 on the condition of additional Federal Emergency Management Agency's Public Assistance (FEMA) funding being available for additional meal services under the Great Plates Delivered Program.

B. A contract amendment with Shahram Taheri to increase the payment limit by \$410,400 to a new payment limit not to exceed \$2,134,080 to prepare, provide and deliver a maximum of 225 meals per day to 75 program eligible older adults and extend the term through September 3, 2021 on the condition of additional Federal Emergency Management Agency's Public Assistance (FEMA) funding being available for additional meal services under the Great Plates Delivered Program.

C. A contract amendment with Agave Grill Corporation to increase

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **05/18/2021** 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: May 18, 2021

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

By: Laura Cassell, Deputy

Contact: Kathy Arana (925)
608-4887

cc:

RECOMMENDATION(S): (CONTD)

the payment limit by \$445,500 to a new payment limit not to exceed \$2,032,800 to prepare, provide and deliver a maximum of 225 meals a day to 75 program eligible older adults and extend the term through September 3, 2021 on the condition of additional Federal Emergency Management Agency's Public Assistance (FEMA) funding being available for additional meal services under the Great Plates Delivered Program.

D. A contract amendment with RLW Properties, LLC to increase the payment limit by \$442,462.50 to a new payment limit not to exceed \$1,710,855 to prepare, provide and deliver a maximum of 225 meals a day to 75 program eligible older adults and extend the term through September 3, 2021 on the condition of additional Federal Emergency Management Agency's Public Assistance (FEMA) funding being available for additional meal services under the Great Plates Delivered Program.

FISCAL IMPACT:

Expenditures will initially be funded with County General Funds and submitted to the FEMA program for up to 100% Federal reimbursement. Any expenditures not fully reimbursed at 100% Federal FEMA funds will be County funds.

BACKGROUND:

The original four contracts with GDCC LLC, Shahram Taheri, Agave Corporation and RLW Properties, LLC, together with their respective amendments, provide for three nutritious restaurant meals a day for eligible older adults required to shelter in place or self-isolate due to the COVID-19 pandemic, who are not receiving nutrition assistance benefits from other federal or state programs, and who are unable to prepare meals on their behalf. In addition, the Great Plates Delivered Program (Program) provides economic stimulus to local restaurants that are struggling due to COVID-19 mitigation orders. The Program is currently extended until June 5, 2021, and may receive additional extensions and associated funding.

Approval and Authorization of the contract amendments between the County and GDCC LLC, Shahram Taheri, Agave Corporation and RLW Properties, LLC will authorize the execution of contract amendments that enables Contra Costa County to serve up to 300 vulnerable older adults. Consistent with Program specifications, contractors will be paid an amount not to exceed \$66 per person per day during the terms of these contracts and, where authorized and approved, their amendments. The execution of further amendments of the four contracts with GDCC LLC, Shahram Taheri, Agave Corporation and RLW Properties, LLC under this Program will extend the services through September 3, 2021, but will occur only on the condition that FEMA funding becomes available.

CONSEQUENCE OF NEGATIVE ACTION:

The contract amendments will not be executed.



**Contra
Costa
County**

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: May 18, 2021

Subject: Amendment #74-222-10 with J Cole Recovery Homes, Inc.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract Amendment Agreement #74-222-10 with J Cole Recovery Homes, Inc., a corporation, effective July 1, 2020, to amend Contract #74-222-8, (as amended by Amendment Agreement #74-222-9) to modify the rates due to increased utilization for residential substance abuse use disorder treatment services for male offenders in East Contra Costa County, with no change in the original payment limit of \$935,028, and no change in the original term of July 1, 2020 through June 30, 2021.

FISCAL IMPACT:

No change in the original budgeted expenditures of up to \$935,028 and will be funded by 32% Federal Drug Medi-Cal (\$296,925); 32% State General Fund (\$296,925); 11% Assembly Bill (AB) 109 (\$101,346) and 25% Local Revenue Fund (\$239,832) revenues.

BACKGROUND:

This contract meets the social needs of the County's population by providing specialized substance abuse treatment services so that adults with co-occurring mental disorders are provided an opportunity to achieve sobriety and recover from the effects of alcohol and other drug use, become self-sufficient, and return to their families as productive individuals. On August 11, 2020, the Board of Supervisors approved Contract #74-222-8 with J Cole Recovery Homes, Inc., to provide residential substance abuse use

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **05/18/2021** 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: May 18, 2021

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

Contact: Suzanne Tavano, Ph.D.,
925-957-5169

By: Laura Cassell, Deputy

BACKGROUND: (CONT'D)

disorder treatment services for male offenders in East Contra Costa County for the period from July 1, 2019 through June 30, 2020. On December 15, 2020, the Board of Supervisors approved Amendment Agreement #74-222-9, to modify the rate schedule due to COVID-19 with no change in the original payment limit or term. Approval of Amendment #74-222-10 will modify the additional rates due to increased utilization and allow this contractor to continue providing services through June 30, 2021.

CONSEQUENCE OF NEGATIVE ACTION:

If this Amendment is not approved, the residents of Contra Costa County may experience reduced or discontinued behavioral health services.

ATTACHMENTS



**Contra
Costa
County**

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: May 18, 2021

Subject: Contract #77-094-2 with Sharon De Edwards, M.D., FACOG

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #77-094-2 with Sharon De Edwards, M.D., FACOG, a sole proprietor, in an amount not to exceed \$600,000, to provide obstetrics and gynecology services for Contra Costa Health Plan (CCHP) members and County recipients, for the period July 1, 2021 through June 30, 2024.

FISCAL IMPACT:

This contract will result in contractual service expenditures of up to \$600,000 over a 3-year period and will be funded 100% by CCHP Enterprise Fund II revenues. (No rate increase)

BACKGROUND:

CCHP has an obligation to provide certain specialized health care services for its members under the terms of their Individual and Group Health Plan membership contracts with the county. This contractor has been a part of the CCHP Provider Network since April of 2017, providing obstetrics and gynecology services.

On June 11, 2019, the Board of Supervisors approved Contract #77-094-1 with Sharon De Edwards, M.D., FACOG, in an amount of \$500,000, to provide obstetrics and gynecology services for CCHP members and County recipients for the period July 1, 2019 through June 30, 2021.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **05/18/2021** APPROVED AS RECOMMENDED OTHER

Clerks Notes:

VOTE OF SUPERVISORS

AYE: John Gioia, District I Supervisor
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Karen Mitchoff, District IV Supervisor
Federal D. Glover, District V Supervisor

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ATTESTED: May 18, 2021

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

By: Laura Cassell, Deputy

Contact: Sharron Mackey,
925-313-6104

cc: Noel Garcia, Marcy Wilhelm

BACKGROUND: (CONT'D)

Approval of Contract #77-094-2 will allow this contractor to continue to provide obstetrics and gynecology services through June 30, 2024.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, certain specialized health care services for CCHP members under the terms of their Individual and Group Health Plan membership contract with the County will not be provided.



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: May 18, 2021

Subject: Contract #27-252-8 with Bruce R. Carlton, M.D., Inc.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #27-252-8 with Bruce R. Carlton, M.D., Inc., a professional corporation, in an amount not to exceed \$300,000, to provide dermatology services for Contra Costa Health Plan (CCHP) members and County recipients, for the period July 1, 2021 through June 30, 2024.

FISCAL IMPACT:

This contract will result in contractual service expenditures of up to \$300,000 over a 3-year period and will be funded 100% by CCHP Enterprise Fund II revenues. (No rate increase)

BACKGROUND:

CCHP has an obligation to provide certain specialized health care services for its members under the terms of their Individual and Group Health Plan membership contracts with the County. This contractor has been a part of the CCHP Provider Network since December of 1996, providing dermatology services.

On June 18, 2019, the Board of Supervisors approved Contract #27-252-7 with Bruce R. Carlton, M.D., Inc., in an amount of \$350,000, to provide dermatology services for CCHP members and County recipients for the period July 1, 2019 through June 30, 2021.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **05/18/2021** 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: May 18, 2021

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

By: Laura Cassell, Deputy

Contact: Sharron Mackey,
925-313-6104

cc: Noel Garcia, Marcy Wilhelm

BACKGROUND: (CONT'D)

Approval of Contract #27-252-8 will allow this contractor to continue to provide dermatology services through June 30, 2024.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, certain specialized health care services for CCHP members under the terms of their Individual and Group Health Plan membership contract with the County will not be provided.



Contra
Costa
County

To: Board of Supervisors
From: Kathy Gallagher, Employment & Human Services Director
Date: May 18, 2021

Subject: 2021-22 Contract with Martinez Early Childhood Center, Inc. for Early Head Start and Head Start Program Services

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a Contract with Martinez Early Childhood Center, Inc., a Non-Profit Corporation of California, in an amount not to exceed \$260,240 to provide Head Start and Early Head Start Program Services for the period July 1, 2021 through June 30, 2022.

FISCAL IMPACT:

This Contract is funded 100% by Federal revenues (\$260,240) from Administration for Children and Families, with CFDA No. 93.600.

BACKGROUND:

Contra Costa County receives funds from the Administration for Children and Families (ACF) to provide Head Start and Early Head Start Program services to program eligible County residents. The Department, in turn, contracts with a number of community-based organizations to provide a wider distribution of services. This contract is to provide Head Start and Early Head Start Program services to 66 children through this partnership.

Approval of this board

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **05/18/2021** 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: May 18, 2021

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

By: Laura Cassell, Deputy

Contact: V. Kaplan, (925)
608-5052

cc:

BACKGROUND: (CONT'D)

order allows the continued provision of childcare services at Martinez Early Childhood Center for the period July 1, 2021 through June 30, 2022.

CONSEQUENCE OF NEGATIVE ACTION:

If not approved, County will not be able to more widely distribute childcare availability through partnership with community-based agencies.

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: May 18, 2021

Subject: Contract #26-817-38 with East Bay Nephrology Medical Group, Inc.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #26-817-38 with East Bay Nephrology Group, Inc., a corporation, in an amount not to exceed \$255,000, to provide nephrology services at Contra Costa Regional Medical Center (CCRMC) and Contra Costa Health Centers, for the period July 1, 2021 through June 30, 2024.

FISCAL IMPACT:

This contract will result in service expenditures of up to \$255,000 over a three-year period and will be funded 100% by Hospital Enterprise Fund I revenues. (No rate increase)

BACKGROUND:

Due to the limited number of specialty providers available within the community, Contra Costa Regional Medical Center (CCRMC) and Contra Costa Health Centers relies on contracts to provide necessary specialty health services to its patients. CCRMC has contracted with East Bay Nephrology Medical Group, Inc. for nephrology specialty services since 2017.

On May 22, 2018, the Board of Supervisors approved Contract #26-817-37 with East Bay Nephrology Medical Group, Inc., in an amount not to exceed \$240,000, to provide nephrology services including consulting, training, on-call coverage and medical procedures at CCRMC and Contra Costa Health Centers,

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **05/18/2021** 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: May 18, 2021

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

By: Laura Cassell, Deputy

Contact: Sharron Mackey,
925-313-6104

cc: Kathleen Cyr, Marcy Wilhelm

BACKGROUND: (CONT'D)

for the period from July 1, 2018 through June 30, 2021.

Approval of Contract #26-817-38 will allow this contractor to continue providing nephrology services for CCRMC and Contra Costa Health Centers through June 30, 2024.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, patients requiring nephrology services at CCRMC and Contra Costa Health Centers will not have access to this contractor's services.



**Contra
Costa
County**

To: Board of Supervisors
From: Kathy Gallagher, Employment & Human Services Director
Date: May 18, 2021

Subject: 2021-22 San Ramon Valley Unified School District Childcare Services Agreement

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a Contract with San Ramon Valley Unified School District in an amount not to exceed \$245,376 to provide State Preschool services for the period July 1, 2021 through June 30, 2022.

FISCAL IMPACT:

This Contract in the amount of \$245,376 is 100% funded by State funding from the California Department of Education (CDE). No County match is required.

BACKGROUND:

Contra Costa County receives funds from the California Department of Education (CDE) to administer State Preschool services to program eligible children and families in Contra Costa County. The Employment and Human Services Department, in turn, contracts with a number of community-based organizations to provide a wider distribution of services. This agreement with San Ramon Valley Unified School District is to fund 48 program slots for program eligible children who receive school district services.

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **05/18/2021** 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: May 18, 2021

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

By: Laura Cassell, Deputy

Contact: V. Kaplan, (925)
608-5052

cc:

CONSEQUENCE OF NEGATIVE ACTION:

If not approved, the County will not be able to fund childcare slots for its community-based agency partners.

CHILDREN'S IMPACT STATEMENT:

The Employment and Human Services Department Community Services Bureau supports three of Contra Costa County's five 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: May 18, 2021

Subject: Purchase Order with Thermo Fisher Scientific, Inc.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Health Services Director, a Purchase Order with Thermo Fisher Scientific, Inc., in an amount not to exceed \$1,900,000 for purchase of reagents and supplies including small equipment and Triage Brain Natriuretic Peptide (BNP) tests for the clinical laboratory at the Contra Costa Regional Medical Center (CCRMC) and Contra Costa Health Centers, for the period from May 1, 2021 through April 30, 2024.

FISCAL IMPACT:

Approval of this contract will result in annual expenditures of up to \$1,900,000 over a three year period and will be funded 100% by Hospital Enterprise Fund I revenues.

BACKGROUND:

The CCRMC clinical laboratory uses reagents, small equipment, Triage BNP tests, supplies and controls, for patient's specimen testing specific to the analyzer used for testing. Among the tests conducted are those for diabetes, kidney function, liver, hepatitis, iron deficiency, cardiovascular disease, cancer, and many others. These tests are crucial for patients who suffer from various illnesses.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **05/18/2021** 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: May 18, 2021

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

By: Laura Cassell, Deputy

Contact: Jaspreet Benepal,
925-370-5101

cc: Marcy Wilhelm, Margaret Harris

BACKGROUND: (CONT'D)

CCRMC has been using Thermo Fischer Scientific, Inc. since at least 2010. This vendor was originally chosen because they have the largest selection of products, the lowest prices, and provide rebates each year. CCRMC wishes to continue to use this vendor since they still provide the best selection and price.

CONSEQUENCE OF NEGATIVE ACTION:

If this purchase order is not approved, the CCRMC Clinical Laboratory will not be able to perform the specific patient testing that utilizes these supplies, thus impacting patient safety and health.



**Contra
Costa
County**

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: May 18, 2021

Subject: Contract #76-699-1 with D. Lankford, M.D., P.C.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #76-699-1 with D. Lankford, M.D., P.C., a urologist, in an amount not to exceed \$540,000, to provide urology services for Contra Costa Regional Medical Center (CCRMC) and Contra Costa Health Centers, for the period from June 1, 2021 through May 31, 2024.

FISCAL IMPACT:

This contract will result in contractual service expenditures of up to \$540,000 over a 3-year period and will be funded 100% by Hospital Enterprise Fund I revenues. (Rate increase)

BACKGROUND:

Due to the limited number of specialty providers available within the community, CCRMC and Contra Costa Health Centers rely on contracts to provide necessary specialty health services to their patients. CCRMC has contracted with D. Lankford, M.D., P.C. for urology services since June 2020.

On July 14, 2020, the Board of Supervisors approved Contract #76-699 with D. Lankford, M.D., P.C. in an amount not to exceed \$260,000, to provide urology services for the period June 1, 2020 through May 31, 2021.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **05/18/2021** 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: May 18, 2021

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

By: Laura Cassell, Deputy

Contact: Samir Shah, M.D.,
925-370-5525

BACKGROUND: (CONT'D)

Approval of Contract #76-699-1 will allow this contractor to continue to provide urology services at CCRMC and Health Centers through May 31, 2024.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, the County's clients will not have access to this contractor's urology services.



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: May 18, 2021

Subject: Contract #72-102-2 with Bay Area Legal Aid

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute, on behalf of the County Contract #72-102-2 with Bay Area Legal Aid, a non-profit corporation, in an amount not to exceed \$300,000, to provide legal services to County residents participating in the County's Community Connect Program, for the period from March 1, 2021 through December 31, 2021.

FISCAL IMPACT:

Approval of this contract will result in budgeted expenditures of up to \$300,000 and will be funded 100% by Federal Whole Person Care Grant revenues.

BACKGROUND:

The Public Health Department has been contracting with Bay Area Legal Aid to provide civil legal assistance to the County's Community Connect Program participants with an overall goal to address legal needs that are impacting their health care and health outcomes since July 2017. Expected program outcomes include an increase in positive social and emotional development as measured by the Child and Adolescent Functional Assessment Scale (CAFAS).

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **05/18/2021** 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: May 18, 2021

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

By: Laura Cassell, Deputy

Contact: Daniel Peddycord,
925-313-6712

BACKGROUND: (CONT'D)

On July 11, 2017, the Board of Supervisors approved Contract #72-102 with Bay Area Legal Aid to provide legal services to County Residents participating in the County's Community Connect Program for the period July 1, 2017 through December 31, 2020.

On December 8, 2020, the Board of Supervisors approved Contract Extension Agreement #72-102-1, to extend the termination date from December 31, 2020 to February 28, 2021 with no change in the original payment limit of \$1,050,000, to continue to provide legal services to County residents participating in the County's Community Connect Program.

Approval of Contract #72-102-2 will allow this contractor to continue providing legal services through December 31, 2021.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, Community Connect participants will not receive legal services for multiple legal needs which will negatively impact health outcomes.

CHILDREN'S IMPACT STATEMENT:

This program supports the following Board of Supervisors' community outcome: (5) Communities that are Safe and Provide a High Quality of Life for Children and Families.

ATTACHMENTS



**Contra
Costa
County**

To: Board of Supervisors
From: Kathy Gallagher, Employment & Human Services Director
Date: May 18, 2021

Subject: 2021-22 KinderCare Learning Centers LLC Childcare Services Contract

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a contract with KinderCare Learning Centers LLC in an amount not to exceed \$625,808 to provide Early Head Start and Early Head Start Child Care Partnership services as well as State General Childcare program services for the period July 1, 2021 through June 30, 2022.

FISCAL IMPACT:

This contract is 51% funded by federal grant funds of \$319,520 from the Administration for Children and Families (Early Head Start and Early Head Start Child Care Partnership programs) CDFA 93.600 and the remaining 49% of the contract is State funded by \$306,288 through the California Department of Education. There is no County match requirement.

BACKGROUND:

Contra Costa County receives funds from the U.S. Department of Health and Human Services, Administration for Children and Families (ACF) to provide Early Head Start and Early Head Start Child Care Partnership services to program eligible County residents. The Employment and Human Services Department, in turn, contracts

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **05/18/2021** 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: May 18, 2021

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

By: Laura Cassell, Deputy

Contact: V. Kaplan, (925)
608-5052

cc:

BACKGROUND: (CONT'D)

with a number of community-based organizations to provide a wider distribution of services. This contract provides funding for 48 childcare program slots for children ages 0 to 3 years in the Early Head Start program and 16 childcare program slots for children ages 0 to 3 years in the State General Childcare and Development program.

CONSEQUENCE OF NEGATIVE ACTION:

If not approved, the County will not be able to fund childcare slots for its community-based agency partner, KinderCare Learning Centers LLC.

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: May 18, 2021

Subject: Contract #77-357 with Citywheelchairs, Inc.

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #77-357 with Citywheelchairs, Inc., a corporation, in an amount not to exceed \$260,000, to provide durable medical equipment to Contra Costa Health Plan (CCHP) members, for the period July 1, 2021 through June 30, 2023.

FISCAL IMPACT:

This contract will result in contractual service expenditures of up to \$260,000 over a two-year period and will be funded 100% by CCHP Enterprise Fund II revenues.

BACKGROUND:

CCHP has an obligation to provide certain specialized health care services for its members under the terms of their Individual and Group Health Plan membership contracts with the County.

Under this new Contract #77-357 the contractor will provide durable medical equipment for CCHP members for the period July 1, 2021 through June 30, 2023.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, certain specialized health care services for CCHP members under the terms of their Individual and Group Health Plan membership contracts with the County will not be provided.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **05/18/2021** 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: May 18, 2021

Monica Nino, 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: May 18, 2021

Subject: Amendment #23-538-11 with Allegis Group Holdings, Inc. (dba TEK Systems, Inc.)

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract Amendment Agreement #23-538-11 with Allegis Group Holdings, Inc. (dba TEK Systems, Inc.), a corporation, effective May 18, 2021, to amend Contract #23-538-10, to modify the fee schedule for increased fees for temporary help services and/or direct placement candidates for the Information Systems Unit, with no change in the payment limit of \$4,200,000 or term of January 1, 2020 through December 31, 2021.

FISCAL IMPACT:

Approval of this amendment will not impact the payment limit of the contract; however, the rate schedule will be modified to include increased fees. (Rate increase)

BACKGROUND:

Allegis Group Holdings, Inc. (dba TEK Systems, Inc.), has been providing qualified contract-to-hire and/or direct placement candidates for hard to fill positions in the Department's Information Systems Unit since March 1, 2013.

On January 7, 2020, the Board of Supervisors approved Contract #23-538-10 with Allegis Group Holdings, Inc. (dba TEK Systems, Inc.), in an amount not to exceed \$4,200,000 for the provision of qualified contract-to-hire and/or direct placement candidates for hard to fill positions in the Health Services Department's Information Systems Unit, for the period from January 1, 2020 through December 31, 2021.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **05/18/2021** 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: May 18, 2021

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

By: Laura Cassell, Deputy

Contact: Patrick Wilson,
925-335-8777

Approval of Contract Amendment

BACKGROUND: (CONT'D)

Agreement #23-538-11 will allow the contractor to continue providing temporary help services and/or direct placement candidates through December 31, 2021. The proposed contract amendment's modified rate schedule does not include Teamsters represented classifications, resulting in contractual services for only Local 21 represented classifications and all meet and confer obligations have been met with Local 21.

CONSEQUENCE OF NEGATIVE ACTION:

If this amendment is not approved, the division will not have access to additional services in hard to fill positions in the Department's Information Systems Unit.



**Contra
Costa
County**

To: Board of Supervisors
From: Alison McKee, County Librarian
Date: May 18, 2021

Subject: Facility Improvements at the Antioch Library

RECOMMENDATION(S):

APPROVE and AUTHORIZE the County Librarian, or designee, to close the Antioch Library to the public from April 21 through June 7, 2021 in order for Public Works to paint the interior of the library, and to install new carpet and new shelving.

FISCAL IMPACT:

100% Library Fund.

BACKGROUND:

At the Board of Supervisors April 27, 2021 meeting, the Board approved Order C. 79 authorizing the Antioch Library to close on Wednesday, April 21, 2021 for interior improvements, and reopen on Tuesday, June 1, 2021. Due to additional time needed to install shelving and update computers, the reopening date has been delayed to Tuesday, June 8, 2021.

During the closure, Antioch library staff will be temporarily reassigned to other library locations to fill vacant positions. The book drop will not be open at the Antioch location, and holds will not be available for pickup. Those needing library services during the closure can visit the nearby Prewett or Oakley Libraries, or any other Contra Costa County Library.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **05/18/2021** 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: May 18, 2021

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

By: Wendy Mascitto, Deputy

Contact: 925-261-1664

cc:

CONSEQUENCE OF NEGATIVE ACTION:

The Library will be unable to complete the planned facility improvements at the Antioch Library.



Contra
Costa
County

To: Board of Supervisors
From: INTERNAL OPERATIONS COMMITTEE
Date: May 18, 2021

Subject: Cut the Commute Challenge Status Report

RECOMMENDATION(S):

RECEIVE status report on development of strategies in response to the Bay Area Air Quality Management District's Cut the Commute Challenge.

FISCAL IMPACT:

Informational report. No fiscal impact.

BACKGROUND:

On October 20, 2020, the Board of Supervisors referred to the IOC the Bay Area Air Quality Management District's (BAAQMD) challenge "Cut the Commute" to identify issues and determine the feasibility of accepting the Challenge (see board order and Challenge, attached). Employers that accept the BAAQMD Challenge must commit to actively study and determine what strategies will work best for their particular workforce to facilitate remote work opportunities. Recommended strategies can include, but are not limited to, remote work, public transit options, carpool, and bike to work programs.

The County has developed and proposed to our labor partners a draft Remote Work Policy. Because this Policy may affect every County employee and labor group, a Countywide policy is necessary and we will need to reach agreement with all parties. The County has conducted four meetings with the Labor Coalition

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **05/18/2021** 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: May 18, 2021

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

By: Wendy Mascitto, Deputy

Contact: Julie DiMaggio Enea
(925) 655-2056

BACKGROUND: (CONT'D)

(all County unions except sheriff and fire) thus far but has not reached agreement on a number of key issues, including the process for identifying positions eligible for remote work, the process of resolving denied remote work requests, and a number of cost items related to remote work. The County will continue to meet and discuss the draft Remote Work Policy with the Coalition in an effort to reach agreement. Until agreement is reached, remote work will remain a goal but cannot be a strategy to which the County can commit in response to the BAAQMD's challenge.

While remote work is the centerpiece of employer commute/emissions reduction programs, the County has previously implemented many other employer and public service programs to encourage alternatives to the daily commute, as well as ongoing community planning for such alternatives:

- Adopted a **Climate Action Plan** to set goals and identify solutions to reduce emissions of Greenhouse Gases (GHGs) and other harmful pollutants. The CAP supports a balanced transportation system including bicycle, pedestrian, transit, and carpooling facilities, transit, and parking demand management.
- Early adopter of a **Smart Growth** initiative, to promote development within existing urban areas to protect open space and promote the creation of pedestrian-friendly neighborhoods and shopping districts.
- Adopted various **transportation plans**, including Coordinated Human Services Transportation Plan for the Bay Area, Priorities for Senior Mobility, Bay Point Community Based Transportation Plan, and the Contra Costa County Accessible Transportation Strategic Plan.
- Adopted a **Countywide Bicycle and Pedestrian Plan** to support and encourage walking and bicycling, and identify actions the County and its partners should take to facilitate them.
- Adopted a **Clean Air Vehicle Policy and Goals** to procure the most fuel-efficient and lowest emission vehicles, and reduce petroleum fuel consumption.
- **Enterprise Rideshare and Ridematching Service**
- Plan and implement **neighborhood bicycle and pedestrian improvements**, e.g., Treat Blvd., West Leland Rd.
- Plan and implement **multi-use trails and thoroughfares** for expanded non-motorized commuting and recreation, e.g., Iron Horse Corridor/Regional Trail, Olympic Corridor, Lafayette/Moraga Trail, Marsh Creek Corridor Trail, etc.
- Adopted the **Idle-Free Pledge**, promising to turn off vehicle engines when waiting for more than 30 seconds to reduce air pollution in the region.
- Conducted the **Employee Commute Survey**, a survey conducted in July and August 2019 of County employees regarding how they travel to and from work. The survey found that most employees drive alone and are spending 40-45 minutes on average commuting each day. Two-thirds of County employees would consider alternatives for their work commute, particularly telecommuting and carpools. Primary factors that inform current commute choices are travel time, cost, and flexibility. While a small percentage of County employees taking the survey drive electric vehicles currently, more than half are considering purchasing an electric vehicle, and 75 percent would like the County to install electric vehicle chargers at County facilities.
- Endorsed the annual **Bike to Work/Wherever Campaigns**, provide employee bike lockers, Bike Mapper and Toolkit
- Adopted the **Transportation Demand Management (TDM) Ordinance** to encourage the use of creative and effective ways to reduce motor vehicle trips and their associated impacts created by new development projects.
- Participating in the **East County Integrated Transit Study** to identify solutions for improving transit service between Antioch and Brentwood.
- The [County's TDM Guidelines \(2009\)](#), which were developed to assist project proponents with implementing the TDM Ordinance and developing project TDM plans.
- The [County's Employee Commute Benefit Program](#), which was instituted to allow County employees to use pre-tax funds to pay for certain commute related expenses. This program also satisfies compliance with the [Bay Area Commute Benefits Program \(SB 1339\)](#) required for employers of 50 or more full-time employees.

Through these many programs and initiatives, the County continues to demonstrate its commitment to reducing commute traffic, congestion, and vehicle emissions, creating more walkable communities, increasing access to public transportation, and improving the overall quality of life of Contra Costans. The IOC will continue to monitor the County's progress on adopting a remote work policy.

ATTACHMENTS

Board Order_Cut the Commute Challenge_11-3-2020

Cut the Commute Pledge _BAAQMD



Contra
Costa
County

To: Board of Supervisors
From: Supervisor Karen Mitchoff & Supervisor John Gioia
Date: November 3, 2020

ARCHIVED DOCUMENT

Subject: Bay Area Air Quality Management District’s (BAAQMD) Challenge to “Cut the Commute”

RECOMMENDATION(S):

1. REFER to the County Administrator and Internal Operations Committee, for report back to the Board, the Bay Area Air Quality Management District’s (BAAQMD) challenge to Contra Costa County employers to “Cut the Commute”, to identify issues and determine the feasibility of accepting the Challenge;
2. REQUEST, via the Contra Costa County Mayors’ Conference, the 19 Contra Costa cities to consider accepting this Challenge; and
3. REFER to the Sustainability Committee how best to engage and encourage other Contra Costa employers to consider accepting this Challenge.

FISCAL IMPACT:

Potential costs or savings for employers are yet to be identified and determined.

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

Action of Board On: **11/03/2020** 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: November 3, 2020

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

By: June McHuen, Deputy

Contact: Lisa Chow (925)
521-7100

BACKGROUND:

Attached is the “Cut the Commute” Challenge posed by the Bay Area Air Quality Management District (BAAQMD). Employers that accept the BAAQMD Challenge must commit to actively study and determine what strategies will work best for their particular workforce to facilitate remote work opportunities. A toolbox is available on the BAAQMD website to assist employers that endeavor to meet this Challenge, both now and in the future.

At this time of COVID-19, it is presumed that a high number of employers, public and private, are managing to operate under the COVID work restrictions by having some employees work from home. The Air District, in making this Challenge, recognized that there are issues of equity in any potential program that may be instituted by an employer and its particular employees, and that not all jobs lend themselves to telecommuting. The County largely provides public-facing services from locations accessible to the general public. The Challenge is intended to be a flexible program applicable only to employees whose work requirements allow them to work from home. Employers can strive to meet the Challenge by having a portion of its workforce “cut the commute” or having eligible employees work a portion of their workday at home; or a combination or variation of those strategies.

It is also recognized that many employees already carpool or use non-automotive transportation methods to reach their job sites, and options such as rideshare, public transit, bike-to-work, and technology discounts could also be leveraged to reduce employee commuting.

The ability for employees to work remotely is important to the community, employees, and businesses in Contra Costa County. The County has developed and proposed to our labor partners a draft Remote Work Policy. Because this Policy may affect every County employee and labor group, a Countywide policy is necessary and we will need to reach agreement with all parties. Contra Costa County recognizes the benefits of remote work, including:

- Promoting options for employees to effectively balance work-life commitments;
- Boosting employee morale, productivity and job satisfaction while reducing absenteeism;
- Providing an additional employee recruitment and retention tool and increasing the County’s competitive advantages by positioning the County as “an employer of choice;”
- Improving service delivery by allowing for work hours beyond the traditional 8am to 5pm, Monday through Friday schedule in appropriate situations;
- Allowing for more efficient use of County buildings, office space and parking facilities;
- Improving the County’s ability to provide essential services during/following an emergency;
- Improving air quality, reducing greenhouse gas emissions; and
- Reducing traffic, transit and parking congestion.

In order to make our bargaining process practical and efficient, the County is pursuing a “coalition” model of bargaining with our labor partners. The first meeting to discuss a draft Remote Work Policy is scheduled for November 13, 2020.

In acknowledgement that acceptance of the BAAQMD Challenge must be predicated on adoption of a Remote Work Policy and will affect the provision of public-facing services, this matter is recommended for referral to the County Administrator and the Board's Internal Operations Committee for study and recommendation back to the Board.

ARCHIVED DOCUMENT

ATTACHMENTS

BAAQMD Cut the Commute Pledge

Cut the Commute Pledge

The Cut the Commute Pledge offers an opportunity for representatives of Bay Area companies and organizations to pledge to provide remote work options for their employees.

The shelter-in-place orders issued to protect the public from the spread of COVID-19 necessitated a major shift in how Bay Area employers operate, and many employees quickly made the adjustment to remote work.

As shelter-in-place orders are eased or lifted, let's rethink how we conduct business and consider the substantial benefits remote work can bring to us all:

- Cleaner air and reduced climate impacts
- Reduced traffic congestion
- Saves money and time spent in traffic
- Improved employee recruitment, retention, and productivity
- Money saved on commercial real estate and parking facilities
- Enhanced employee work-life balance
- Resiliency - provides a blueprint to continue business during a crisis

The benefits of remote work are numerous. All that is needed now is leadership, vision, and commitment.

Are you ready to step forward and adopt an innovative remote work policy after the shelter-in-place? By signing this pledge, your company or organization commits to extending remote work options by at least 25 percent (or 1-2 days a week) for employees whose work requirements allow for that flexibility, though you can pledge more! For those employees that don't have that flexibility, your company or organization will encourage alternatives to driving alone.

Help improve air quality and quality of life for all Bay Area residents!

View the Air District's [Remote Work Policy Clearinghouse](#) web page for a complete remote work toolkit, featuring resources and guidance, model teleworking agreements, and information on equity considerations and ergonomics.



Contra
Costa
County

To: Board of Supervisors
From: John Kopchik, Director, Conservation & Development Department
Date: May 18, 2021

Subject: Approval of \$1,800,000 CDBG Loan and Related Legal Documents for Hacienda Heights, an Affordable Development in Richmond

RECOMMENDATION(S):

In the matter of making a loan of up to \$1,800,000 in Community Development Block Grant (CDBG) funds to Richmond Hacienda, L.P., a California limited partnership, for Hacienda Heights, to acquire and rehabilitate 150 rental units in Richmond:

1. FIND, as the responsible agency, that on the basis of the whole record before the County including the California Environmental Quality Act (CEQA) review prepared by the City of Richmond as the lead agency that the development is categorically exempt under Section 15301, Existing Facilities of CEQA; and
2. DIRECT the Director of Conservation and Development, or designee, to file a Notice of Exemption for Hacienda Heights with the County Clerk, and pay any required fee for the filing; and
3. APPROVE and AUTHORIZE the Director of Conservation and Development, or designee, to execute legal documents subject to approval by the County Administrator and approval to form by County Counsel, to effect the loan.

FISCAL IMPACT:

No General Fund impact. CDBG funds are provided to the County on a formula allocation basis through the U.S. Department of Housing and Urban Development (HUD). CFDA #: CDBG - 14.218.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **05/18/2021** 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: May 18, 2021

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

By: Wendy Mascitto, Deputy

Contact: Kristin Sherk (925)
655-2889

cc:

BACKGROUND:

On June 26, 2018, the Board of Supervisors allocated up to \$1,800,000 in CDBG funds as a loan to Mercy Housing California (Mercy) and Community Housing Development Corporation of North Richmond (CHDC) for the acquisition and rehabilitation of Hacienda Heights at 1300 Roosevelt Avenue, Richmond. Hacienda Heights was built in the late 1960s and is owned by the Richmond Housing Authority (RHA). In 2015, due to poor condition of the building and the lack of adequate funding to repair the building, RHA relocated all of the tenants living at Hacienda Heights and closed the building. Mercy, in partnership with CHDC, was selected as the developer through a competitive process. Once the rehabilitation is complete at Hacienda Heights, there will be 150 rental units, 148 affordable to low-income households and two manager's units. The CDBG units will support 70 of the total units being affordable to households at or below 60% of the Area Median Income. RHA will lease the property to the limited partnership at a below market rate for a 99-year term.

In addition to the CDBG loan, the project will be funded with low income housing tax credits and tax-exempt bond financing as well as State of California Multifamily Housing Program funds, a seller carryback loan from the RHA, deferred developer fee, and a third party private contribution. CDBG funds will be provided in the form of a 55-year, residual receipts loan with a 3% interest rate. There may be some annual loan payments if the project has surplus cash flow. Affordability and use restrictions are incorporated into the County loan documents. The County will have a CDBG Regulatory Agreement with a 55-year term. The loan agreement (Agreement) and related documents are attached in their substantially final form and will be executed in a form approved by County Counsel.

Due to the high construction costs and limited revenue from the restricted rents, the total amount of the financing provided to the project will likely exceed the value of the completed project. Even though the proposed equity investment from low income housing tax credits is substantial compared to the amount of long term debt, the partnership agreement will have numerous safeguards of the investor's equity. Therefore, the County's CDBG funds may not be fully secured by the value of the property; however, CDBG funds are granted (not loaned) to the County and are dedicated to providing affordable housing options for low-income households and the same risk may be present in any comparable project using tax credits.

CDBG projects are subject to National Environmental Policy Act (NEPA) and 24 CFR Part 58 review, in addition to CEQA review for which the City of Richmond as lead agency has determined the project was exempt as an existing facility. The County's NEPA review for this project is complete and required mitigation measures are included in the Agreement. The County, as a responsible agency under CEQA, concurs with the City's CEQA determination and will file the appropriate notice with the Recorder's Office.

CONSEQUENCE OF NEGATIVE ACTION:

Without approval and execution of the CDBG legal documents, the acquisition and rehabilitation will not be completed and the property will remain vacant and unsuitable for tenants to live there. Richmond Hacienda, L.P. must close the transaction in June 2021, or forgo the housing tax credit allocation upon which the project's financing depends.

CHILDREN'S IMPACT STATEMENT:

The project supports one or more of the following children's outcomes:

- (1) Children Ready for and Succeeding in School;
- (2) Children and Youth Healthy and Preparing for Productive Adulthood;
- (3) Families that are Economically Self Sufficient;
- (4) Families that are Safe, Stable and Nurturing; and
- (5) Communities that are Safe and Provide a High Quality of Life for Children and Families.

ATTACHMENTS

CDBG Loan Agreement

CDBG Loan Deed of Trust

CDBG Loan Promissory Note

CDBG Loan Subordination and Intercreditor Agreement

CDBG Regulatory Agreement

DEVELOPMENT LOAN AGREEMENT

Between

COUNTY OF CONTRA COSTA

And

RICHMOND HACIENDA, L.P.

Hacienda Heights

dated May ____, 2021

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DEVELOPMENT LOAN AGREEMENT
Hacienda Heights
(CDBG Funds)

This Development Loan Agreement (the "Agreement") is dated May ___, 2021, and is between the County of Contra Costa, a political subdivision of the State of California (the "County"), and Richmond Hacienda, L.P., a California limited partnership ("Borrower").

RECITALS

A. Defined terms used but not defined in these recitals are as defined in Article 1 of this Agreement.

B. The County has received Community Development Block Grant Program ("CDBG") funds from the United States Department of Housing and Urban Development ("HUD") under Title I of the Housing and Community Development Act of 1974, as amended ("CDBG Funds"). The CDBG Funds must be used by the County in accordance with 24 C.F.R. Part 570.

C. The Housing Authority of the City of Richmond (the "Housing Authority") is the owner of that certain real property located at 1300 Roosevelt Avenue, in Richmond, California as more particularly described in Exhibit A (the "Property"). Concurrently herewith Borrower is entering into a ground lease with the Housing Authority, under which Borrower is leasing the Property from the Housing Authority for a term of ninety-nine (99) years pursuant to a ground lease dated May ___, 2021, (the "Ground Lease") and thereby acquiring a leasehold interest in the Property for ninety-nine (99) years (the "Leasehold Interest"). A memorandum of ground lease will be recorded against the Property in the Office of the Recorder of the County of Contra Costa that provides notice of the existence of the Ground Lease (the "Memo of Ground Lease").

D. The Property has been improved with one hundred and fifty (150) units of housing and related improvements (the "Existing Improvements"). Borrower is buying the Existing Improvements from the Housing Authority pursuant to a purchase and sale agreement dated September 23, 2020 (the "Purchase and Sale Agreement"). Borrower intends to rehabilitate the Existing Improvements into an affordable housing development with one hundred forty-eight (148) units available for rental to extremely low-, very low-, and low-income senior households, two (2) manager's units, and attendant site improvements (collectively, the "Improvements"). Together, (i) the Leasehold Interest, (ii) Borrower's fee interest in the Existing Improvements, and (iii) and (ii) Borrower's fee interest in the Improvements, are the "Development."

E. Borrower desires to borrow from the County [up to One Million Eight Hundred Thousand Dollars (\$1,800,000)] of CDBG Funds (the "Loan").

F. The Loan is evidenced by this Agreement, the Note, the Regulatory Agreement, and the Intercreditor Agreement, and is secured by the Deed of Trust.

G. The Loan is being made to finance acquisition and construction costs of the Improvements. Construction of the Improvements is intended to maintain the supply of affordable rental housing in Contra Costa County. Due to the assistance provided Borrower through the Loan, the County is designating seventy (70) units as County-Assisted units (the "County-Assisted Units").

H. In accordance with the California Environmental Quality Act (Public Resources Code Sections 21000 et seq.) ("CEQA") the City determined the Development to be categorically exempt pursuant to Section 15301 of the CEQA Guidelines.

I. In accordance with the National Environmental Policy Act of 1969, as amended (42 U.S.C. 4321-4347) ("NEPA"), the County has completed and approved all applicable environmental review for the activities proposed to be undertaken under this Agreement.

The parties therefore agree as follows:

AGREEMENT

ARTICLE 1. DEFINITIONS AND EXHIBITS

Section 1.1 Definitions.

The following terms have the following meanings:

- below.
- (a) "Accessibility Requirements" has the meaning set forth in Section 3.9 below.
 - (b) "Agreement" means this Development Loan Agreement.
 - (c) "Annual Operating Budget" has the meaning set forth in Section 4.3.
 - (d) "Annual Operating Expenses" means for each calendar year, the following costs reasonably and actually incurred for operation and maintenance of the Development:
 - (i) ground rent payments in the amount set forth in the Ground Lease;
 - (ii) property taxes and assessments imposed on the Development;
 - (iii) debt service currently due on a non-optional basis (excluding debt service due from residual receipts or surplus cash of the Development) on the Permanent Bank Loan;
 - (iv) on-site service provider fees for tenant social services, provided the County has approved, in writing, the plan and budget for such services before such services begin;
 - (v) fees paid to the Issuer with respect to the Bonds;

(vi) payment to HCD of a portion of the accrued interest on the HCD MHP Loan pursuant to California Code of Regulations, Title 25, Section 7308;

(vii) property management fees and reimbursements, on-site property management office expenses, and salaries of property management and maintenance personnel, not to exceed amounts that are standard in the industry and which are pursuant to a management contract approved by the County;

(viii) the Partnership/Asset Fee;

(ix) fees for accounting, audit, and legal services incurred by Borrower's general partner in the asset management of the Development, not to exceed amounts that are standard in the industry, to the extent such fees are not included in the Partnership/Asset Fee;

(x) premiums for insurance required for the Improvements to satisfy the requirements of any lender of Approved Financing;

(xi) utility services not paid for directly by tenants, including water, sewer, and trash collection;

(xii) maintenance and repair expenses and services;

(xiii) any annual license or certificate of occupancy fees required for operation of the Development;

(xiv) security services;

(xv) advertising and marketing;

(xvi) cash deposited into the Replacement Reserve Account in the amount set forth in Section 4.1(a);

(xvii) cash deposited into the Operating Reserve Account to maintain the amount set forth in Section 4.1(b) (excluding amounts deposited to initially capitalize the account);

(xviii) extraordinary operating costs specifically approved in writing by the County;

(xix) payments of deductibles in connection with casualty insurance claims not normally paid from reserves, the amount of uninsured losses actually replaced, repaired or restored, and not normally paid from reserves, and other ordinary and reasonable operating expenses approved in writing by the County and not listed above.

Annual Operating Expenses do not include the following: depreciation, amortization, depletion or other non-cash expenses, initial deposits to capitalize a reserve account, any amount expended from a reserve account, and any capital cost associated with the Development.

(e) "Annual Payment" has the meaning in Section 2.8(a).

(f) "Approved Development Budget" means the proforma development budget, including sources and uses of funds, as approved by the County, and attached hereto and incorporated herein as Exhibit B.

(g) "Approved Financing" means all of the following loans, grants, equity and subsidy obtained by Borrower and approved by the County for the purpose of financing the acquisition of the Leasehold Interest and construction of the Improvements:

(i) Seller Carry-Back loan from the Housing Authority in the approximate amount of Three Million One Hundred Nineteen Thousand Two Hundred Seventy-Six Dollars (\$3,119,276) (the "Housing Authority Loan");

(ii) multi-family housing revenue tax exempt bonds in the approximate amount of Thirty-Seven Million Four Hundred Fifty-Two Thousand Six Hundred Five Dollars (\$37,452,605) (the "Bonds") issued by the California Municipal Finance Authority (the "Issuer") that are purchased by the Bank and the sale proceeds of which are loaned to Borrower (the "Bank Tax-Exempt Construction Loan") which will convert to a permanent loan in the amount of Fourteen Million Three Hundred Sixty-Seven Thousand Dollars (\$14,367,000) (the "Permanent Bank Loan");

(iii) a taxable construction loan from the Bank in the approximate amount of Eighteen Million Four Hundred Thirty-Two Thousand Two Hundred Sixty Dollars (\$18,432,260) (the "Bank Taxable Construction Loan");

(iv) permanent loan of Multifamily Housing Program funds from the California Department of Housing and Community Development ("HCD") in the approximate amount of Sixteen Million Nine Hundred Forty-Nine Thousand Eight Hundred Five Dollars (\$16,949,805) (the "MHP HCD Loan");

(v) construction/permanent loan from Mercy in the approximate amount of Seven Million Dollars (\$7,000,000) (the "Sponsor Loan");

(vi) Low Income Housing Tax Credit investor equity funds in the approximate amount of Thirty-Three Million Two Hundred Eighty-Seven Thousand Five Hundred Forty-Five Dollars (\$33,287,545) (the "Tax Credit Investor Equity") provided by the Investor Limited Partner; and

(vii) capital contribution from Borrower's general partner in the approximate amount of One Hundred Dollars (\$100) (the "GP Capital Contribution").

(h) "Bank" means JPMorgan Chase Bank, N.A., and its successors and assigns.

(i) "Bank Taxable Construction Loan" has the meaning set forth in Section 1.1(g)(iii).

(j) "Bank Tax-Exempt Construction Loan" has the meaning set forth in Section 1.1(g)(ii).

(k) "Bid Package" means the package of documents Borrower's general contractor is required to distribute to potential bidders as part of the process of selecting subcontractors for the Development. The Bid Package is to include the following: (i) an invitation to bid; (ii) copy of the proposed construction contract; (iii) a form of bid guarantee that is reasonably acceptable to the County that guarantees, at a minimum, an amount equal to five percent (5%) of the bid price; and (iv) all Construction Plans.

(l) "Bonds" has the meaning set forth in Section 1.1(g)(ii).

(m) "Borrower" has the meaning set forth in the first paragraph of this Agreement.

(n) "Borrower's Share of Residual Receipts" means fifty percent (50%) of Residual Receipts.

(o) "CDBG" has the meaning set forth in Paragraph B of the Recitals.

(p) "CDBG Funds" has the meaning set forth in Paragraph B of the Recitals.

(q) "CEQA" has the meaning set forth in Paragraph H of the Recitals.

(r) "City" means the City of Richmond, California, a municipal corporation.

(s) "Commencement of Construction" has the meaning set forth in Section 3.5.

(t) "Completion Date" means the date a final certificate of occupancy, or equivalent document is issued by the City to certify that the Development may be legally occupied.

(u) "Construction Plans" means all construction documentation upon which Borrower and Borrower's general contractor rely in constructing all the Improvements (including the units, landscaping, parking, and common areas) and includes, but is not limited to, final architectural drawings, landscaping plans and specifications, final elevations, building plans and specifications (also known as "working drawings"), with the understanding that the term "construction" as used in this Agreement means construction and/or rehabilitation as applicable to the work begin performed.

(v) "County" has the meaning set forth in the first paragraph of this Agreement.

(w) "County Additional Prorata Share" means the result obtained by dividing the Loan by the sum of the Loan and the Housing Authority Loan.

(x) "County-Assisted Units" has the meaning set forth in Paragraph F of the Recitals.

(y) "County Loan Prorata Percentage" means the result, expressed as a percentage, obtained by dividing the Loan by the sum of the Loan, the Housing Authority Loan, and the MHP HCD Loan, to the extent such loan funds are disbursed.

(z) "Deed of Trust" means the Deed of Trust with Assignment of Rents, Security Agreement, and Fixture Filing of even date herewith among Borrower, as trustor, Old Republic Title Company, as trustee, and the County, as beneficiary, that will encumber the Development to secure repayment of the Loan and performance of the covenants of the Loan Documents.

(aa) "Default Rate" means the lesser of the maximum rate permitted by law and ten percent (10%) per annum.

(bb) "Deferred Developer Fee" has the meaning set forth in Section 3.18 of the County Loan Agreement.

(cc) "Developer Fee" has the meaning set forth in Section 3.18.

(dd) "Development" has the meaning set forth in Paragraph D of the Recitals.

(ee) "Development Fiscal Year" shall mean for the Development, the annual period commencing on January 1 and concluding on December 31 each year.

(ff) "Event of Default" has the meaning set forth in Section 6.1.

(gg) "Existing Improvements" has the meaning set forth in Paragraph D of the Recitals.

(hh) "Fifteen Year Compliance Period" means the fifteen (15) year compliance period as described in Section 42(i)(1) of the Internal Revenue Code of 1986, as amended.

(ii) "Final Cost Certification" has the meaning set forth in Section 4.2.

(jj) "Final Development Cost" means the total of the cost of acquisition of the Leasehold Interest and construction of the Improvements as shown on the Final Cost Certification.

(kk) "GP Capital Contribution" has the meaning set forth in Section 1.1(g)(vii).

(ll) "Gross Revenue" means for each calendar year, all revenue, income, receipts, and other consideration actually received from the operation and leasing of the Development. Gross Revenue includes, but is not limited to:

- (i) all rents, fees and charges paid by tenants;
- (ii) Section 8 payments and other rental or operating subsidy payments received for the dwelling units;
- (iii) deposits forfeited by tenants;

- (iv) all cancellation fees;
- (v) price index adjustments and any other rental adjustments to leases or rental agreements;
- (vi) net proceeds from vending and laundry room machines;
- (vii) the proceeds of business interruption or similar insurance not paid to senior lenders;
- (viii) the proceeds of casualty insurance not used to rebuild the Development and not paid to senior lenders; and
- (ix) condemnation awards for a taking of part or all of the Development for a temporary period.

Gross Revenue does not include tenants' security deposits, loan proceeds, unexpended amounts (including interest) in any reserve account, required deposits to reserve accounts, capital contributions or similar advances.

(mm) "Ground Lease" has the meaning set forth in Paragraph C of the Recitals.

(nn) "Hazardous Materials" means: (i) any substance, material, or waste that is petroleum, petroleum-related, or a petroleum by-product, asbestos or asbestos-containing material, polychlorinated biphenyls, flammable, explosive, radioactive, freon gas, radon, or a pesticide, herbicide, or any other agricultural chemical, and (ii) any waste, substance or material defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "toxic materials", "toxic waste", "toxic substances," or words of similar import under any Hazardous Materials Law.

(oo) "Hazardous Materials Claims" means with respect to the Development (i) any and all enforcement, cleanup, removal or other governmental or regulatory actions instituted, completed or threatened against Borrower or the Development pursuant to any Hazardous Materials Law; and (ii) all claims made or threatened by any third party against Borrower or the Development relating to damage, contribution, cost recovery compensation, loss or injury resulting from any Hazardous Materials.

(pp) "Hazardous Materials Law" means any federal, state or local laws, ordinances, or regulations relating to any Hazardous Materials, health, industrial hygiene, environmental conditions, or the regulation or protection of the environment, and all amendments thereto as of this date and to be added in the future and any successor statute or rule or regulation promulgated thereto.

(qq) "HCD" has the meaning set forth in Section 1.1(g)(iv).

(rr) "Housing Authority" has the meaning set forth in Paragraph C of the Recitals.

(ss) "Housing Authority Loan" has the meaning set forth in Section 1.1(g)(i).

- (tt) "HUD" has the meaning set forth in Paragraph B of the Recitals.
- (uu) "Improvements" has the meaning set forth in Paragraph D of the Recitals.
- (vv) "Intercreditor Agreement" means that certain Subordination and Intercreditor Agreement of even date herewith entered into by and among the Housing Authority, the County, and Borrower related to the Loan and the Housing Authority Loan, to be recorded against the Development.
- (ww) "Investor Limited Partner" means Wincopin Circle LLLP, its successors and assigns.
- (xx) "Issuer" has the meaning set forth in Section 1.1(g)(ii).
- (yy) "Leasehold Interest" has the meaning set forth in Paragraph C of the Recitals.
- (zz) "Lenders' Share of Residual Receipts" means fifty percent (50%) of Residual Receipts.
- (aaa) "Loan Documents" means this Agreement, the Note, the Regulatory Agreement, the Intercreditor Agreement, and the Deed of Trust.
- (bbb) "Loan" has the meaning set forth in Paragraph E of the Recitals.
- (ccc) "Memo of Ground Lease" has the meaning set forth in Paragraph C of the Recitals.
- (ddd) "Mercy" means Mercy Housing California, a California nonprofit public benefit corporation.
- (eee) "MHP HCD Loan" has the meaning set forth in Section 1.1(g)(iv).
- (fff) "NEPA" has the meaning set forth in Paragraph I of the Recitals.
- (ggg) "Net Proceeds of Permanent Financing" means the amount by which Permanent Financing exceeds the Final Development Costs.
- (hhh) "Note" means the promissory note of even date herewith that evidences Borrower's obligation to repay the Loan.
- (iii) "Operating Reserve Account" has the meaning set forth in Section 4.1(b).
- (jjj) "Partnership Agreement" means the agreement between Borrower's general partner and the Investor Limited Partner that governs the operation and organization of Borrower as a California limited partnership.
- (kkk) "Partnership/Asset Fee" means: (i) partnership management fees (including any asset management fees) payable pursuant to the Partnership Agreement to any

partner of Borrower, if any, during the Fifteen Year Compliance Period; and (ii) after expiration of the Fifteen Year Compliance Period, asset management fees payable to Borrower or any partner of Borrower, in the amounts approved by the County as set forth in Section 3.19.

(lll) "Permanent Bank Loan" has the meaning set forth in Section 1.1(g)(ii).

(mmm)"Permanent Conversion" means the date the Bank Tax-Exempt Construction Loan converts to the Bank Permanent Loan and the MHP HCD Loan closes.

(nnn) "Permanent Financing" means the sum of the following amounts: (i) the Loan; (ii) the Housing Authority Loan; (iii) the Permanent Bank Loan; (iv) the MHP HCD Loan; (v) the Sponsor Loan; (vi) the Tax Credit Investor Equity; and (vii) the GP Capital Contribution.

(ooo) "Property" has the meaning set forth in Paragraph C of the Recitals.

(ppp) "Purchase and Sale Agreement" has the meaning set forth in Paragraph D of the Recitals.

(qqq) "Regulatory Agreement" means the Regulatory Agreement and Declaration of Restrictive Covenants of even date herewith, between the County and Borrower evidencing the HUD and County requirements applicable to the Loan, to be recorded against the Development.

(rrr) "Replacement Reserve Account" has the meaning set forth in Section 4.1(a).

(sss) "Residual Receipts" means for each calendar year, the amount by which Gross Revenue exceeds Annual Operating Expenses.

(ttt) "Retention Amount" means Ninety Thousand Dollars (\$90,000) of the Loan, the disbursement of which is described in Section 2.7.

(uuu) "Senior Loan" has the meaning set forth in Section 2.5.

(vvv) "Sponsor Loan" has the meaning set forth in Section 1.1(g)(v).

(www) "Statement of Residual Receipts" means an itemized statement of Residual Receipts.

(xxx) "Tax Credit Investor Equity" has the meaning set forth in Section 1.1(g)(vi).

(yyy) "TCAC" means the California Tax Credit Allocation Committee.

(zzz) "Tenant" means the tenant household that occupies a unit in the Development.

(aaaa) "Term" means the period of time that commences on the date of this Agreement, and expires, unless sooner terminated in accordance with this Agreement, on the

fifty-fifth (55th) anniversary of the Permanent Conversion; provided, however, if a record of the Permanent Conversion cannot be located or established, the Term will expire on the fifty-seventh (57th) anniversary of this Agreement.

(bbbb) "Transfer" has the meaning set forth in Section 6.1 of the Regulatory Agreement.

Section 1.2 Exhibits.

The following exhibits are attached to this Agreement and incorporated into this Agreement by this reference:

- Exhibit A: Legal Description of the Property
- Exhibit B: Approved Development Budget
- Exhibit C: NEPA Mitigation Requirements

ARTICLE 2.
LOAN PROVISIONS

Section 2.1 Loan.

Upon satisfaction of the conditions set forth in Section 2.6 and Section 2.7 of this Agreement, the County shall lend to Borrower the Loan for the purposes set forth in Section 2.3 of this Agreement. Borrower's obligation to repay the Loan is evidenced by the Note.

Section 2.2 Interest.

(a) Subject to the provisions of subsection (b) below, simple interest will accrue on the outstanding principal balance of the Loan at a per annum rate of interest equal to three percent (3%), commencing on the date of disbursement.

(b) Upon the occurrence of an Event of a Default, interest on the outstanding principal balance of the Loan will accrue at the Default Rate, beginning on the date of such occurrence and continuing until the date the Loan is repaid in full or the Event of Default is cured.

Section 2.3 Use of Loan Funds.

(a) Borrower shall use the Loan for closing costs, permits, fees, and construction costs, consistent with the Approved Development Budget.

(b) Borrower may not use the Loan proceeds for any other purposes without the prior written consent of the County.

Section 2.4 Security.

In consideration of the Loan, Borrower shall (i) secure its obligation to repay the Loan, as evidenced by the Note, by executing the Deed of Trust, and cause or permit it to be recorded as a

lien against the Development, junior to the Bank Tax-Exempt Construction Loan and Bank Taxable Construction Loan (and upon Permanent Conversion, to the Permanent Bank Loan and the MHP HCD Loan) pursuant to Section 2.5 below, in co-equal lien priority with the Housing Authority Loan pursuant to the Intercreditor Agreement, and senior to the Sponsor Loan, and (ii) execute the Regulatory Agreement, and the Intercreditor Agreement, and cause or permit them to be recorded against the Development.

Section 2.5 Subordination.

(a) Any agreement by the County to subordinate the Deed of Trust and/or Regulatory Agreement to an encumbrance securing and/or evidencing the Permanent Bank Loan, the MHP HCD Loan, the Bank Tax-Exempt Construction Loan, the Bank Taxable Construction Loan, or any loan obtained by Borrower to refinance the Bank Tax-Exempt Construction Loan or the Bank Taxable Construction Loan (collectively, the "Senior Loan") will be subject to the satisfaction of each of the following conditions:

(i) All of the proceeds of the Senior Loan, less any transaction costs, are used to provide acquisition, construction and/or permanent financing for the Development.

(ii) The lender of the Senior Loan is a state or federally chartered financial institution, a nonprofit corporation or a public entity that is not affiliated with Borrower or any of Borrower's affiliates, other than as a depositor or a lender.

(iii) Borrower demonstrates to the County's satisfaction that subordination of the Deed of Trust and the Regulatory Agreement is necessary to secure adequate acquisition, construction, and/or permanent financing to ensure the viability of the Development, including the operation of the Development as affordable housing, as required by the Loan Documents. To satisfy this requirement, Borrower must provide to the County, in addition to any other information reasonably required by the County, evidence demonstrating that the proposed amount of the Senior Loan is necessary to provide adequate acquisition, construction, and/or permanent financing to ensure the viability of the Development, and adequate financing for the Development would not be available without the proposed subordination.

(iv) The subordination agreement(s) is structured to minimize the risk that the Deed of Trust and the Regulatory Agreement will be extinguished as a result of a foreclosure by the Bank or other holder of the Senior Loan. To satisfy this requirement, the subordination agreement must provide the County with adequate rights to cure any defaults by Borrower, including: (1) providing the County or its successor with copies of any notices of default at the same time and in the same manner as provided to Borrower; and (2) providing the County with a cure period of at least sixty (60) days to cure any default.

(v) The subordination(s) of the Loan is effective only during the original term of the Senior Loan and any extension of its term that is approved in writing by the County.

(vi) The subordination does not limit the effect of the Deed of Trust and the Regulatory Agreement before a foreclosure, nor require the consent of the holder(s) of

the Senior Loan prior to the County exercising any remedies available to the County under the Loan Documents.

(b) Upon a determination by the County's Director – Department of Conservation and Development that the conditions in Subsection (a) have been satisfied, the Director – Department of Conservation and Development or his/her designee will be authorized to execute the approved subordination agreement without the necessity of any further action or approval.

Section 2.6 Conditions Precedent to Disbursement of Loan Funds for Construction.

Until the conditions set forth in Section 2.7 have been met, the disbursements made pursuant to this Agreement may not exceed [One Million Seven Hundred Ten Thousand Dollars (\$1,710,000)]. The County is not obligated to disburse any portion of the Loan, or to take any other action under the Loan Documents unless all of the following conditions have been and continue to be satisfied:

- (a) There exists no Event of Default nor any act, failure, omission or condition that would constitute an Event of Default under this Agreement;
- (b) The County has approved the Ground Lease;
- (c) There exists no default nor any act, failure, omission or condition that would constitute default under the Ground Lease;
- (d) Borrower holds the Leasehold Interest, title to the Existing Improvements or is acquiring the Leasehold Interest and title to the Existing Improvements simultaneously with the disbursement of the Loan proceeds;
- (e) Borrower has delivered to the County copies of all of Borrower's organizational documents, and a copy of a corporate resolution authorizing Borrower to obtain the Loan and all other Approved Financing, and execute the Loan Documents;
- (f) There exists no material adverse change in the financial condition of Borrower from that shown by the financial statements and other data and information furnished by Borrower to the County prior to the date of this Agreement;
- (g) Borrower has furnished the County with evidence of the insurance coverage meeting the requirements of Section 4.12 below;
- (h) Borrower has executed and delivered to the County the Loan Documents and has caused all other documents, instruments, and policies required under the Loan Documents to be delivered to the County;
- (i) The Memo of Ground Lease, the Deed of Trust, the Regulatory Agreement, and the Intercreditor Agreement, have been recorded against the Development in the Office of the Recorder of the County of Contra Costa;

(j) A title insurer reasonably acceptable to the County is unconditionally and irrevocably committed to issuing an LP-10 2006 ALTA Lender's Policy of title insurance insuring the priority of the Deed of Trust in the amount of the Loan, subject only to such exceptions and exclusions as may be reasonably acceptable to the County, and containing such endorsements as the County may reasonably require. Borrower shall provide whatever documentation (including an indemnification agreement), deposits or surety is reasonably required by the title company in order for the County's Deed of Trust to be senior in lien priority to any mechanics liens in connection with any start of construction that has occurred prior to the recordation of the Deed of Trust against the Development in the Office of the Recorder of the County of Contra Costa;

(k) All environmental review necessary for the construction of the Improvements has been completed, and Borrower has provided the County evidence of planned compliance with all NEPA and CEQA requirements and mitigation measures applicable to construction, and evidence of compliance with all NEPA and CEQA requirements and mitigation measures applicable to preconstruction;

(l) The County has determined the undisbursed proceeds of the Loan, together with other funds or firm commitments for funds that Borrower has obtained in connection with the construction of the Improvements, are not less than the amount the County determines is necessary to pay for the construction of the Improvements and to satisfy all of the covenants contained in this Agreement and the Regulatory Agreement;

(m) Borrower has obtained all permits and approvals necessary for the construction of the Improvements;

(n) The County has received and approved the Bid Package for the subcontractors for the construction of the Improvements pursuant to Section 3.2 below;

(o) The County has received and approved the general contractor's construction contract that Borrower has entered or proposed to enter for the construction of the Improvements pursuant to Section 3.3 below;

(p) The County has received and approved labor and material (payment) bonds and performance bonds as required pursuant to Section 3.4 below;

(q) Borrower has closed the loans and obtained the equity financings that comprise the Approved Financing described in Section 1.1(g) except the Permanent Bank Loan and the HCD MHP Loan, and has already received, or is eligible to receive, the funds;

(r) The County has received a fully executed copy of the Partnership Agreement, in which the Investor Limited Partner is obligated to provide Borrower the Tax Credit Investor Equity;

(s) The County has received fully executed Standard Agreements between the Borrower and HCD governing the commitment of the MHP HCD Loan;

(t) Borrower has provided the County a certification from the Development architect or qualified accessibility specialist that the construction plans are in conformance with the Accessibility Requirements;

(u) The County has received a fully executed copy of the Agreement to Enter Housing Assistance Payment Contract between Borrower and the Housing Authority governing the commitment by the Housing Authority of project-based section 8 rental assistance for one hundred forty-eight (148) units in the Development; and

(v) The County has received a written draw request from Borrower, including: (i) certification that the condition set forth in Section 2.6(a) continues to be satisfied; (ii) certification that the proposed uses of funds is consistent with the Approved Development Budget; (iii) the amount of funds needed; and, (iv) where applicable, a copy of the bill or invoice covering a cost incurred or to be incurred. When a disbursement is requested to pay any contractor in connection with the Improvements, the written request must be accompanied by: (1) certification by Borrower's architect reasonably acceptable to the County that the work for which disbursement is requested has been completed (although the County reserves the right to inspect the Property and the Improvements and make an independent evaluation); and (2) lien releases and/or mechanics lien title insurance endorsements reasonably acceptable to the County.

Section 2.7 Conditions Precedent to Disbursement of Retention.

The County is not obligated to disburse the Retention Amount unless the following conditions precedent are satisfied:

(a) The County has received a completion report from Borrower setting forth the following for all units in the Development and specifically identifying which units are County-Assisted Units: (i) the income, household size, race, and ethnicity of Tenants; and (ii) and the unit address, unit size, rent amount and utility allowance;

(b) The County has received a draft of the Final Cost Certification for the Development from Borrower showing all uses and sources;

(c) The County has received from Borrower copies of the certificate of occupancy or equivalent final permit sign-offs for the Development;

(d) The County has received from Borrower current evidence of the insurance coverage meeting the requirements of Section 4.12 below;

(e) The County has received from Borrower a form of Tenant lease;

(f) The County has received from Borrower a Marketing Plan and Tenant Selection Plan as defined in the Regulatory Agreement;

(g) The County has received from Borrower evidence of marketing for any vacant County-Assisted Unit in the Development such as copies of flyers, list of media ads, list of agencies and organizations receiving information on availability of such units, as applicable;

(h) The County has received from Borrower all relevant contract activity information, including compliance with Section 3 requirements as set forth in Section 4.6(b)(9) of the Regulatory Agreement, and minority-owned (MBE) and women-owned (WBE) business requirements;

(i) If Borrower was required to comply with relocation requirements as set forth in Section 3.10 below, the County has received from Borrower evidence of compliance with all applicable relocation requirements;

(j) The County has received from Borrower a copy of the management agreement and contact information for the property manager of the Development and the name and phone number of the on-site property manager;

(k) If Borrower is required to pay prevailing wages under the Davis-Bacon Act (40 U.S.C. 3141-3148) by the HUD regulations governing the Loan, the County has received confirmation that Borrower has submitted all certified payrolls to the County, and any identified payment issues have been resolved, or Borrower is working diligently to resolve any such issues;

(l) The County has received from Borrower evidence of compliance with all NEPA mitigation requirements as set forth in Exhibit C; and

(m) The County has received a written draw request from Borrower, including certification that the condition set forth in Section 2.6(a) continues to be satisfied, and setting forth the proposed uses of funds consistent with the Approved Development Budget, and, where applicable, a copy of the bill or invoice covering a cost incurred or to be incurred. Borrower shall apply the disbursement for the purpose(s) requested.

Section 2.8 Repayment Schedule.

(a) Annual Payments of Loan. Commencing on June 1, 2024 and on June 1 of each year thereafter during the Term, Borrower shall make a Loan payment in an amount equal to the County Loan Prorata Percentage of the Lenders' Share of Residual Receipts (each such payment, an "Annual Payment"). The County shall apply all Annual Payments first, to accrued interest; and second, to principal.

(b) Special Repayments of Loan from Net Proceeds of Permanent Financing.

(i) No later than ten (10) days after the date Borrower receives its final capital contribution from the Investor Limited Partner, subject to any HCD requirements, Borrower shall pay to the County as a special repayment of the Loan, an amount equal to the result obtained by multiplying the County Additional Prorata Share by the Net Proceeds of Permanent Financing.

(ii) No later than one hundred eighty (180) days following completion of construction of the Improvements, Borrower shall submit to the County for its review a preliminary calculation of the Net Proceeds of Permanent Financing and a draft of the Final Cost Certification as defined Section 4.2 below. The County shall approve or disapprove Borrower's determination of the amount of the Net Proceeds of Permanent Financing in writing within thirty

(30) days after receipt. If Borrower's determination is disapproved by the County, the County shall provide the reasons for such disapproval and Borrower shall re-submit documentation to the County until the County approval is obtained.

(c) Payment in Full of Loan. Borrower shall pay all outstanding principal and accrued interest on the Loan, in full, on the earliest to occur of: (i) any Transfer other than as permitted pursuant to Section 6.1 of the Regulatory Agreement; (ii) an Event of Default; and (iii) the expiration of the Term.

(d) Prepayment. Borrower may prepay the Loan at any time without premium or penalty. However, the Regulatory Agreement and the Deed of Trust (as security for the Regulatory Agreement) will remain in effect for the entire Term, regardless of any prepayment or Transfer.

Section 2.9 Reports and Accounting of Residual Receipts.

(a) Borrower shall keep and maintain at the principal place of business of Borrower set forth in Section 7.9 below, or elsewhere with the County's written consent, full, complete and appropriate books, records and accounts necessary or prudent to evidence and substantiate in full detail Borrower's calculation of Residual Receipts and disbursements of Residual Receipts.

(b) In connection with the Annual Payment, Borrower shall furnish to the County:

(i) The Statement of Residual Receipts for the relevant period. The first Statement of Residual Receipts will cover the period that begins on January 1, 2023 and ends on December 31st of that same year. Subsequent statements of Residual Receipts will cover the twelve-month period that ends on December 31 of each year;

(ii) A statement from the independent public accountant that audited Borrower's financial records for the relevant period, which statement must confirm that Borrower's calculation of the Lenders' Share of Residual Receipts is accurate based on Gross Revenue and Annual Operating Expenses; and

(iii) Any additional documentation reasonably required by the County to substantiate Borrower's calculation of Lenders' Share of Residual Receipts.

(c) The receipt by the County of any statement pursuant to subsection (b) above or any payment by Borrower or acceptance by the County of any Loan repayment for any period does not bind the County as to the correctness of such statement or payment. The County may audit the Residual Receipts and all books, records, and accounts pertaining thereto pursuant to Section 4.5 below.

Section 2.10 Non-Recourse.

Except as provided below, neither Borrower, nor any partner of Borrower, has any direct or indirect personal liability for payment of the principal of, and interest on, the Loan. Following

recording of the Deed of Trust, the sole recourse of the County with respect to the principal of, or interest on, the Note will be to the property described in the Deed of Trust; provided, however, that nothing contained in the foregoing limitation of liability limits or impairs the enforcement of all the rights and remedies of the County against all such security for the Note, or impairs the right of County to assert the unpaid principal amount of the Note as demand for money within the meaning and intent of Section 431.70 of the California Code of Civil Procedure or any successor provision thereto. The foregoing limitation of liability is intended to apply only to the obligation to repay the principal and interest on the Note. Nothing contained herein is intended to relieve Borrower of its obligation to indemnify the County under the Loan Documents and Borrower shall be fully and personally liable for: (i) loss or damage of any kind resulting from waste, fraud or willful misrepresentation; (ii) the failure to pay taxes, assessments or other charges which may create liens on the Development that are payable or applicable prior to any foreclosure under the Deed of Trust (to the full extent of such taxes, assessments or other charges); (iii) the fair market value of any personal property or fixtures removed or disposed of by Borrower other than in accordance with the Deed of Trust; (iv) willful or grossly negligent violation of applicable law; and (v) the misappropriation of any proceeds under any insurance policies or awards resulting from condemnation or the exercise of the power of eminent domain or by reason of damage, loss or destruction to any portion of the Improvements.

ARTICLE 3.
CONSTRUCTION OF THE IMPROVEMENTS

Section 3.1 Permits and Approvals.

Borrower shall obtain all permits or permit ready letter and approvals necessary for the commencement of construction of the Improvements no later than May 31, 2021, or such later date that the County approves in writing.

Section 3.2 Bid Package.

Not later than thirty (30) days prior to Borrower's proposed date for advertising the Bid Package, Borrower shall submit to the County a copy of Borrower's general contractor's proposed Bid Package. The County's Director, Department of Conservation and Development, or his or her designee, shall approve or disapprove the Bid Package within fifteen (15) days after receipt of the Bid Package by the County. If the County rejects the proposed Bid Package the reasons therefore must be given to Borrower. Borrower will then have fifteen (15) days to revise the proposed Bid Package and resubmit it to the County. The County will then have fifteen (15) days to review and approve Borrower's new or corrected Bid Package. The provisions of this Section will continue to apply until a proposed Bid Package has been approved by the County. Borrower may not publish a proposed Bid Package until it has been approved by the County.

Section 3.3 Construction Contract.

(a) Not later than fifteen (15) days prior to the proposed Commencement of Construction, Borrower shall submit to the County for its approval a draft of the proposed construction contract for the Improvements. All construction work and professional services are

to be performed by persons or entities licensed or otherwise authorized to perform the applicable construction work or service in the State of California. Each contract that Borrower enters for construction of the Improvements is to provide that at least ten percent (10%) of the costs incurred will be payable only upon completion of the construction, subject to early release of retention for specified subcontractors upon approval by the County. The construction contract will include all applicable CDBG requirements set forth in Section 4.5 of the Regulatory Agreement. The County's approval of the construction contract may not be deemed to constitute approval of or concurrence with any term or condition of the construction contract except as such term or condition may be required by this Agreement.

(b) Upon receipt by the County of the proposed construction contract, the County shall promptly review same and approve or disapprove it within fifteen (15) days. If the construction contract is not approved by the County, the County shall set forth in writing and notify Borrower of the County's reasons for withholding such approval. Borrower shall thereafter submit a revised construction contract for County approval, which approval is to be granted or denied in fifteen (15) days in accordance with the procedures set forth above. Any construction contract executed by Borrower for the Development is to be in the form approved by the County.

Section 3.4 Construction Bonds.

Not later than thirty (30) days prior to the proposed Commencement of Construction Borrower shall deliver to the County copies of labor and material bonds and performance bonds for the construction of the Improvements in an amount equal to one hundred percent (100%) of the scheduled cost of the construction of the Improvements. Such bonds must name the County as a co-obligee.

Section 3.5 Commencement of Construction.

Borrower shall cause the Commencement of Construction of the Improvements to occur no later than May 31, 2021, or such later date that the County approves in writing, but in no event later than 1 year from date of this Agreement. For the purposes of this Agreement, "Commencement of Construction" means the date set for the start of construction of the Improvements in the notice to proceed issued by Borrower to Borrower's general contractor.

Section 3.6 Completion of Construction.

(a) Borrower shall diligently prosecute construction of the Improvements to completion, and shall cause the construction of the Improvements to be completed no later than March 1, 2023, or such later date that the County approves in writing.

Section 3.7 Changes; Construction Pursuant to Plans and Laws.

(a) Changes. Borrower shall construct the Improvements in conformance with (i) the plans and specifications approved by the City's building department, and (ii) the Approved Development Budget. Borrower shall notify the County in a timely manner of any changes in the work required to be performed under this Agreement, including any additions, changes, or deletions to the plans and specifications approved by the City. Written authorization

from the County must be obtained before any of the following changes, additions, or deletions in work for the Improvements may be performed: (i) any change in the work the cost of which exceeds Two Hundred Fifty Thousand Dollars (\$250,000); or (ii) any set of changes in the work the cost of which cumulatively Five Hundred Thousand Dollars (\$500,000) or ten percent (10%) of the Loan amount, whichever is less; or (iii) any material change in building materials or equipment, specifications, or the structural or architectural design or appearance of the Improvements as provided for in the plans and specifications approved by the County. The County's consent to any additions, changes, or deletions to the work does not relieve or release Borrower from any other obligations under this Agreement, or relieve or release Borrower or its surety from any surety bond.

(b) Compliance with Laws. Borrower shall cause all work performed in connection with the Development to be performed in compliance with:

(i) all applicable laws, codes (including building codes and codes applicable to mitigation of disasters such as earthquakes), ordinances, rules and regulations of federal, state, county or municipal governments or agencies now in force or that may be enacted hereafter;

(ii) the regulations governing the CDBG Funds;

(iii) the requirement of the Lead-Based Paint Poisoning Prevention Act, as amended (42 U.S.C. 4821 et seq.), the Residential Lead-Based Paint Hazard Reduction Act (42 U.S.C. 4851 et seq.), and implementing regulations at 24 C.F.R. Part 35; and

(iv) all directions, rules and regulations of any fire marshal, health officer, building inspector, or other officer of every governmental agency now having or hereafter acquiring jurisdiction. Borrower may permit the work to proceed only after procurement of each permit, license, or other authorization that may be required by any governmental agency having jurisdiction, and Borrower is responsible to the County for the procurement and maintenance thereof.

Section 3.8 Prevailing Wages.

(a) Davis Bacon. Borrower shall cause construction of the Improvements to be in compliance with the prevailing wage requirements of the federal Davis-Bacon Act (40 U.S.C. 3141-3148). Borrower shall indemnify, hold harmless and defend (with counsel reasonably acceptable to the County) the County against any claim for damages, compensation, fines, penalties or other amounts arising out of the failure or alleged failure of any person or entity (including Borrower, its contractor and subcontractors) to pay prevailing wages as determined pursuant to the prevailing wage provisions of the federal Davis-Bacon Act and implementing rules and regulations in connection with the construction of the Improvements or any other work undertaken or in connection with the Development. This obligation to indemnify survives termination of this Agreement, repayment of the Loan, and the reconveyance of the Deed of Trust.

(b) State Prevailing Wages.

(i) To the extent required by applicable law Borrower shall:

(1) pay, and shall cause any consultants or contractors to pay, prevailing wages in the construction of the Improvements as those wages are determined pursuant to California Labor Code Section 1720 et seq.;

(2) cause any consultants or contractors to employ apprentices as required by California Labor Code Section 1777.5 et seq., and the implementing regulations of the Department of Industrial Relations (the "DIR"), and to comply with the other applicable provisions of California Labor Code Sections 1720 et seq., 1777.5 et seq., and implementing regulations of the DIR;

(3) keep and retain, and shall cause any consultants and contractors to keep and retain, such records as are necessary to determine if such prevailing wages have been paid as required pursuant to California Labor Code Section 1720 et seq., and apprentices have been employed are required by California Labor Code Section 1777.5 et seq.;

(4) post at the Property, or shall cause the contractor to post at the Property, the applicable prevailing rates of per diem wages. Copies of the currently applicable current per diem prevailing wages are available from DIR;

(5) cause contractors and subcontractors constructing the Improvements to be registered as set forth in California Labor Code Section 1725.5;

(6) cause its contractors and subcontractors, in all calls for bids, bidding materials and the construction contract documents for the construction of the Improvements to specify that:

(A) no contractor or subcontractor may be listed on a bid proposal nor be awarded a contract for the construction of the Improvements unless registered with the DIR pursuant to California Labor Code Section 1725.5; and

(B) the construction of the Improvements is subject to compliance monitoring and enforcement by the DIR.

(7) provide the County all information required by California Labor Code Section 1773.3 as set forth in the DIR's online form PWC-100 within 2 days of the award of any contract (<https://www.dir.ca.gov/pwc100ext/>);

(8) cause its contractors to post job site notices, as prescribed by regulation by the DIR; and

(9) cause its contractors to furnish payroll records required by California Labor Code Section 1776 directly to the Labor Commissioner, at least monthly in the electronic format prescribed by the Labor Commissioner.

(ii) Borrower shall indemnify, hold harmless and defend (with counsel reasonably acceptable to the County) the County against any claim for damages, compensation,

finances, penalties or other amounts arising out of the failure or alleged failure of any person or entity (including Borrower, its contractor and subcontractors) to pay prevailing wages as determined pursuant to California Labor Code Section 1720 et seq., to employ apprentices pursuant to California Labor Code Section 1777.5 et seq., to meet the conditions of California Labor Code Section 1771.4, and implementing regulations of the DIR, or to comply with the other applicable provisions of California Labor Code Sections 1720 et seq., 1777.5 et seq., and 1771.4, and the implementing regulations of the DIR, in connection with the construction of the Improvements or any other work undertaken or in connection with the Development. This obligation to indemnify survives termination of this Agreement, repayment of the Loan, and the reconveyance of the Deed of Trust.

Section 3.9 Accessibility.

(a) Borrower shall cause the Improvements to be constructed and operated at all times in compliance with all applicable federal, state, and local disabled persons accessibility requirements including, but not limited to the applicable provisions of: (i) the Unruh Act, (ii) the California Fair Employment and Housing Act, (iii) Section 504 of the Rehabilitation Act of 1973, (iv) the United States Fair Housing Act, as amended, (v) the Americans with Disabilities Act of 1990, and (vi) Chapters 11A and 11B of Title 24 of the California Code of Regulations, which relate to disabled persons access (collectively, the "Accessibility Requirements").

(b) In compliance with the Accessibility Requirements, if the rehabilitation of the Improvements is substantial as defined in 24 C.F.R. 8.23(a), a minimum of eight (8) units in the Development must be constructed to be fully accessible to households with a mobility impaired member, and an additional three (3) units in the Development must be constructed to be fully accessible to hearing and/or visually impaired persons. Non-substantial alterations must comply with 24 C.F.R. 8.23(b). In compliance with the Accessibility Requirements Borrower shall provide the County with a certification from the Development architect that to the best of the architect's knowledge, the Development complies with all federal and state accessibility requirements applicable to the Development. Borrower shall indemnify, hold harmless and defend (with counsel reasonably acceptable to the County) the County against any claim for damages, compensation, fines, penalties or other amounts arising out of the failure or alleged failure of any person or entity (including Borrower, its architect, contractor and subcontractors) to construct the Development in accordance with the Accessibility Requirements. This obligation to indemnify survives termination of this Agreement, repayment of the Loan and the reconveyance of the Deed of Trust.

Section 3.10 Relocation.

(a) If and to the extent that acquisition of the Leasehold Interest and construction of the Improvements will result in the permanent or temporary displacement of residential tenants, homeowners, or businesses, then Borrower shall comply with all applicable local, state, and federal statutes and regulations, (including without limitation the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601, et seq.), and implementing regulations at 49 C.F.R. Part 24; Section 104(d) of the Housing and Community Development Act of 1974 and implementing regulations at 24 C.F.R. 42 et seq.; 24 C.F.R. 570.606; and California Government Code Section 7260 et seq. and implementing regulations at 25 California Code of Regulations Sections 6000 et seq.) with respect to

preparation of a relocation plan, relocation planning, advisory assistance, and payment of monetary benefits. Borrower shall be solely responsible for payment of any relocation benefits to any displaced persons and any other obligations associated with complying with such relocation laws.

(b) Borrower shall indemnify, defend and hold harmless, (with counsel reasonably acceptable to the County), the County and its board members, supervisors, directors, officers, employees, agents, successors and assigns against any claim for damages, compensation, fines, penalties, relocation payments or other amounts and expenses (including reasonable attorneys' fees) arising out of the failure or alleged failure of any person or entity (including Borrower, or the County) to satisfy relocation obligations related to the acquisition of the Leasehold Interest and construction of the Improvements. This obligation to indemnify survives termination of this Agreement, repayment of the Loan and the reconveyance of the Deed of Trust.

Section 3.11 Equal Opportunity.

During the construction of the Improvements discrimination on the basis of race, color, creed, religion, age, sex, sexual orientation, marital status, national origin, ancestry, or disability in the hiring, firing, promoting, or demoting of any person engaged in the construction work is not allowed.

Section 3.12 Minority and Women-Owned Contractors.

Borrower shall use its best efforts to afford minority-owned and women-owned business enterprises the maximum practicable opportunity to participate in the construction of the Improvements. Borrower shall, at a minimum, notify applicable minority-owned and women-owned business firms located in Contra Costa County of bid opportunities for the construction of the Improvements. A listing of minority owned and women owned businesses located in the County and neighboring counties is available from the County. Documentation of such notifications must be maintained by Borrower and available to the County upon request.

Section 3.13 Progress Reports.

Until such time as Borrower has received a certificate of occupancy from the City for the Development, Borrower shall provide the County with quarterly progress reports regarding the status of the construction of the Improvements, including a certification that the actual construction costs to date conform to the Approved Development Budget, as it may be amended from time to time pursuant to Section 3.16 below.

Section 3.14 Construction Responsibilities.

(a) Borrower is responsible for the coordination and scheduling of the work to be performed so that commencement and completion of the construction of the Improvements takes place in accordance with this Agreement.

(b) Borrower is solely responsible for all aspects of Borrower's conduct in connection with the Development, including (but not limited to) the quality and suitability of the plans and specifications, the supervision of construction work, and the qualifications, financial condition, and performance of all architects, engineers, contractors, subcontractors, suppliers, consultants, and property managers. Any review or inspection undertaken by the County with reference to the Development is solely for the purpose of determining whether Borrower is properly discharging its obligations to the County, and may not be relied upon by Borrower or by any third parties as a warranty or representation by the County as to the quality of the design or construction of the Improvements.

Section 3.15 Mechanics Liens, Stop Notices, and Notices of Completion.

(a) If any claim of lien is filed against the Leasehold Interest or the Property or a stop notice affecting the Loan is served on the County or any other lender or other third party in connection with the Development, then Borrower shall, within twenty (20) days after such filing or service, either pay and fully discharge the lien or stop notice, effect the release of such lien or stop notice by delivering to the County a surety bond in sufficient form and amount, or provide the County with other assurance satisfactory to the County that the claim of lien or stop notice will be paid or discharged.

(b) If Borrower fails to discharge any lien, encumbrance, charge, or claim in the manner required in this Section, then in addition to any other right or remedy, the County may (but is under no obligation to) discharge such lien, encumbrance, charge, or claim at Borrower's expense. Alternately, the County may require Borrower to immediately deposit with the County the amount necessary to satisfy such lien or claim and any costs, pending resolution thereof. The County may use such deposit to satisfy any claim or lien that is adversely determined against Borrower.

(c) Borrower shall file a valid notice of cessation or notice of completion upon cessation of construction work on the Property for a continuous period of thirty (30) days or more, and take all other steps necessary to forestall the assertion of claims of lien against the Property or the Leasehold Interest. Borrower authorizes the County, but the County has no obligation, to record any notices of completion or cessation of labor, or any other notice that the County deems necessary or desirable to protect its interest in the Development.

Section 3.16 Inspections.

Borrower shall permit and facilitate, and shall require its contractors to permit and facilitate, observation and inspection at the Development by the County and by public authorities during reasonable business hours during the Term, for the purposes of determining compliance with this Agreement.

Section 3.17 Approved Development Budget; Revisions to Budget.

As of the date of this Agreement, the County has approved the Approved Development Budget set forth in Exhibit B. Borrower shall submit any required amendments to the Approved Development Budget to the County for approval within five (5) days after the date Borrower receives information indicating that actual costs of the Development vary or will vary from the

costs shown on the Approved Development Budget. Written consent of the County will be required to amend the Approved Development Budget. In the event of a conflict between the terms of the Approved Development Budget and the terms of the Loan Documents, the terms of the Loan Documents will control.

Section 3.18 Developer Fee.

The maximum cumulative Developer Fee that may be paid to any entity or entities providing development services to the Development, whether paid up front or on a deferred basis, is not to exceed the amount allowed by TCAC and HCD, and as approved by the County. For the purposes of this Agreement "Developer Fee" has the meaning set forth in California Code of Regulations, Title 4, Section 10302(1). The County approves a total Developer Fee payable to the developer whether paid up-front out of development sources or on a deferred basis out of Annual Operating Expenses, in an amount not to exceed Three Million Five Hundred Thousand Dollars (\$3,500,000), provided that the split between the portion of the Developer Fee paid up-front out of development sources, and the amount paid on a deferred basis out of Annual Operating Expenses (the "Deferred Developer Fee") must be in compliance with TCAC and HCD requirements. As of the date of this Agreement, the Deferred Developer Fee is anticipated to be One Million Five Hundred Thousand Dollars (\$1,500,000). Borrower shall pay all Deferred Developer Fee from Borrower's Share of Residual Receipts.

Section 3.19 Partnership/Asset Fee.

During the Fifteen Year Compliance Period, the Partnership/Asset Fee is not to exceed Thirty-Eight Thousand One Hundred Sixty-Nine Dollars (\$38,169) per year in the aggregate. Such amount is intended to represent the amount of Partnership/Asset Fee allowed by HCD at Permanent Conversion. After the expiration of the Fifteen Year Compliance Period, the Partnership/Asset Fee may continue but will convert to a Partnership/Asset Fee payable to Borrower or any partner of Borrower in an amount to be approved by the County. The Partnership /Asset Fee may not escalate without the County's prior approval which Borrower may request annually with submission of the Statement of Residual Receipts. Unpaid Partnership/Asset Fees may accrue for a period not to exceed three (3) fiscal years following the year during which they are earned.

Section 3.20 Sponsor Loan.

Borrower shall repay the Sponsor Loan from Borrower's Share of Residual Receipts.

Section 3.21 NEPA Mitigation Requirements.

Borrower shall comply with the NEPA mitigation requirements set forth in the attached Exhibit C in the construction of the Improvements.

ARTICLE 4.
LOAN REQUIREMENTS

Section 4.1 Reserve Accounts.

(a) Replacement Reserve Account. Borrower shall establish and maintain an account that is available for capital expenditures for repairs and replacement necessary to maintain the Development in the condition required by the Loan Documents (the "Replacement Reserve Account"). Borrower shall make annual deposits to the Replacement Reserve Account and replenish the Replacement Reserve Account in the amounts required in the Partnership Agreement and/or the documents evidencing the Permanent Loan, whichever is greater. In no event shall the annual amount deposited in the Replacement Reserve Account exceed Six Hundred Dollars (\$600) per unit, increasing by the applicable consumer price index every five (5) years, or such greater amount required in connection with the Partnership Agreement or any permanent financing, and approved by the County.

(b) Operating Reserve Account. Borrower shall establish and maintain an account that is available to fund operating deficits (which is the amount by which Annual Operating Expenses exceed Gross Revenue for any period) (the "Operating Reserve Account"). Borrower shall capitalize the Operating Reserve Account in the amount required by TCAC (currently three months of Annual Operating Expenses); provided, however that if the Partnership Agreement or the documents evidencing the Permanent Bank Loan require the Operating Reserve Account to be capitalized and replenished in an amount greater than the TCAC requirement, Borrower shall capitalize and replenish the Operating Reserve Account as required by the Partnership Agreement or the documents evidencing the Permanent Bank Loan, as applicable, for as long as the Partnership Agreement or the Permanent Bank Loan, as applicable, is outstanding. In no event may the amount held in the Operating Reserve Account exceed six (6) months gross rent from the Development (as such rent may vary from time to time).

Section 4.2 Financial Accountings and Post-Completion Audits.

(a) No later than ninety (90) days following completion of construction of the Improvements, Borrower shall provide to the County for its review and approval a financial accounting of all sources and uses of funds for the Development.

(b) No later than thirty (30) days after Permanent Conversion Borrower shall provide the County a fully executed copy of the Housing Assistance Payment Contract between Borrower and the Housing Authority governing the provision by the Housing Authority of project-based section 8 rental assistance for one hundred forty-eight (148) units in the Development.

(c) No later than one hundred twenty (120) days after Permanent Conversion, Borrower shall submit an audited financial report showing the sources and uses of all funds utilized for the Development. This requirement may be satisfied by providing the Final Cost Certification to the County. "Final Cost Certification" means the Final Cost Certification Sources and Uses of Funds prepared by Borrower for the Development that: (i) Borrower

submits to TCAC; and (ii) has been prepared using generally accepted accounting standards in effect in the United States of America from time to time, consistently applied.

Section 4.3 Approval of Annual Operating Budget.

Borrower shall provide the following to the County for its review and approval: (i) by not later than sixty (60) days prior to commencement of each Development Fiscal Year for the Term, the estimated annual budget for the upcoming Development Fiscal Year for the operations of the Development which shall include projected income from all sources, projected expenses, including operating expenses, debt service, and deposits to and withdrawals from Development reserves (the "Annual Operating Budget"); and (ii) within ninety (90) days following the end of each Development Fiscal Year, a report showing the actual income and expenditures with respect to the Development for the immediately preceding Development Fiscal Year and the status of Development reserves. The County's review shall be limited to whether the Development is being operated and managed in accordance with the requirements and standards of the Loan Documents. The County may request additional information to assist the County in evaluating the financial viability of the Development. Unless rejected by the County in writing within thirty (30) days after receipt of the budget, the budget will be deemed accepted. If rejected by the County in whole or in part, Borrower shall submit a new or corrected budget within thirty (30) calendar days after notification of the County's rejection and the reasons therefor. The provisions of this Section relating to time periods for resubmission of new or corrected budgets will continue to apply until such budget has been approved by the County.

Section 4.4 Information.

Borrower shall provide any information reasonably requested by the County in connection with the Development, including (but not limited to) any information required by HUD in connection with Borrower's use of the Loan funds.

Section 4.5 County Audits.

(a) Each year, Borrower shall provide the County with a copy of Borrower's annual audit, which is to include information on all of Borrower's activities and not just those pertaining to the Development.

(b) In addition, the County may, at any time, audit all of Borrower's books, records, and accounts pertaining to the Development including but not limited to the Residual Receipts of the Development. Any such audit is to be conducted during normal business hours at the principal place of business of Borrower and wherever records are kept. Immediately after the completion of an audit, the County shall deliver a copy of the results of the audit to Borrower.

(c) If it is determined as a result of an audit that there has been a deficiency in a loan repayment to the County then such deficiency will become immediately due and payable, with interest at the Default Rate from the date the deficient amount should have been paid. In addition, if the audit determines that Residual Receipts have been understated for any year by the greater of: (i) Two Thousand Five Hundred Dollars (\$2,500); and (ii) an amount that exceeds five percent (5%) of the Residual Receipts, then, in addition to paying the deficiency with

interest, Borrower shall pay all of the County's costs and expenses connected with the audit and review of Borrower's accounts and records.

Section 4.6 Hazardous Materials.

(a) Borrower shall keep and maintain the Property (including but not limited to, soil and ground water conditions) in compliance with all Hazardous Materials Laws and may not cause or permit the Property to be in violation of any Hazardous Materials Law. Borrower may not cause or permit the use, generation, manufacture, storage or disposal of on, under, or about the Property or transportation to or from the Property of any Hazardous Materials, except such of the foregoing as may be customarily used in construction of projects like the Property or kept and used in and about residential property of this type.

(b) Borrower shall immediately advise the County in writing if at any time it receives written notice of any Hazardous Materials Claims, and Borrower's discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Property that could cause the Property or any part thereof to be subject to any restrictions on the ownership, occupancy, transferability or use of the Property under any Hazardous Materials Law including but not limited to the provisions of California Health and Safety Code, Section 25220 et seq., or any regulation adopted in accordance therewith.

(c) The County has the right to join and participate in, as a party if it so elects, and be represented by counsel acceptable to the County (or counsel of its own choice if a conflict exists with Borrower) in any legal proceedings or actions initiated in connection with any Hazardous Materials Claims and to have its reasonable attorneys' fees in connection therewith paid by Borrower.

(d) Borrower shall indemnify and hold harmless the County and its board members, supervisors, directors, officers, employees, agents, successors and assigns from and against any loss, damage, cost, fine, penalty, judgment, award, settlement, expense or liability, directly or indirectly arising out of or attributable to: (i) any actual or alleged past or present violation of any Hazardous Materials Law; (ii) any Hazardous Materials Claim; (iii) any actual or alleged past or present use, generation, manufacture, storage, release, threatened release, discharge, disposal, transportation, or presence of Hazardous Materials on, under, or about the Property; (iv) any investigation, cleanup, remediation, removal, or restoration work of site conditions of the Property relating to Hazardous Materials (whether on the Property or any other property); and (v) the breach of any representation of warranty by or covenant of Borrower in this Section 4.6, and Section 5.1(l). Such indemnity shall include, without limitation: (x) all consequential damages; (y) the costs of any required or necessary investigation, repair, cleanup or detoxification of the Property and the preparation and implementation of any closure, remedial or other required plans; and (z) all reasonable costs and expenses incurred by the County in connection with clauses (x) and (y), including but not limited to reasonable attorneys' fees and consultant fees. This indemnification applies whether or not any government agency has issued a cleanup order. Losses, claims, costs, suits, liability, and expenses covered by this indemnification provision include, but are not limited to: (1) losses attributable to diminution in the value of the Property, (2) loss or restriction of use of rentable space on the Property, (3) adverse effect on the marketing of any rental space on the Property, and (4) penalties and fines levied by, and remedial or enforcement actions of any kind issued by any regulatory agency

(including but not limited to the costs of any required testing, remediation, repair, removal, cleanup or detoxification of the Property and surrounding properties). This obligation to indemnify survives termination of this Agreement, repayment of the Loan and the reconveyance of the Deed of Trust, and will not be diminished or affected in any respect as a result of any notice, disclosure, knowledge, if any, to or by the County of Hazardous Materials.

(e) Without the County's prior written consent, which will not be unreasonably withheld, Borrower may not take any remedial action in response to the presence of any Hazardous Materials on, under or about the Property, nor enter into any settlement agreement, consent decree, or other compromise in respect to any Hazardous Material Claims, which remedial action, settlement, consent decree or compromise might, in the County's judgment, impair the value of the County's security hereunder; provided, however, that the County's prior consent is not necessary in the event that the presence of Hazardous Materials on, under, or about the Property either poses an immediate threat to the health, safety or welfare of any individual or is of such a nature that an immediate remedial response is necessary and it is not reasonably possible to obtain the County's consent before taking such action, provided that in such event Borrower shall notify the County as soon as practicable of any action so taken. The County agrees not to withhold its consent, where such consent is required hereunder, if: (i) a particular remedial action is ordered by a court of competent jurisdiction; (ii) Borrower will or may be subjected to civil or criminal sanctions or penalties if it fails to take a required action; (iii) Borrower establishes to the satisfaction of the County that there is no reasonable alternative to such remedial action which would result in less impairment of the County's security hereunder; or (iv) the action has been agreed to by the County.

(f) Borrower hereby acknowledges and agrees that: (i) this Section is intended as the County's written request for information (and Borrower's response) concerning the environmental condition of the Property as required by California Code of Civil Procedure Section 726.5; and (ii) each representation and warranty in this Agreement (together with any indemnity obligation applicable to a breach of any such representation and warranty) with respect to the environmental condition of the Property is intended by the Parties to be an "environmental provision" for purposes of California Code of Civil Procedure Section 736.

(g) In the event that any portion of the Property is determined to be "environmentally impaired" (as that term is defined in California Code of Civil Procedure Section 726.5(e)(3)) or to be an "affected parcel" (as that term is defined in California Code of Civil Procedure Section 726.5(e)(1)), then, without otherwise limiting or in any way affecting the County's or the trustee's rights and remedies under the Deed of Trust, the County may elect to exercise its rights under California Code of Civil Procedure Section 726.5(a) to: (i) waive its lien on such environmentally impaired or affected portion of the Property; and (ii) exercise, (1) the rights and remedies of an unsecured creditor, including reduction of its claim against Borrower to judgment, and (2) any other rights and remedies permitted by law. For purposes of determining the County's right to proceed as an unsecured creditor under California Code of Civil Procedure Section 726.5(a), Borrower will be deemed to have willfully permitted or acquiesced in a release or threatened release of Hazardous Materials, within the meaning of California Code of Civil Procedure Section 726.5(d)(1), if the release or threatened release of Hazardous Materials was knowingly or negligently caused or contributed to by any lessee, occupant, or user of any portion of the Property and Borrower knew or should have known of the

activity by such lessee, occupant, or user which caused or contributed to the release or threatened release. All costs and expenses, including (but not limited to) attorneys' fees, incurred by the County in connection with any action commenced under this paragraph, including any action required by California Code of Civil Procedure Section 726.5(b) to determine the degree to which the Property is environmentally impaired, plus interest thereon at the Default Rate, until paid, will be added to the indebtedness secured by the Deed of Trust and is due and payable to the County upon its demand made at any time following the conclusion of such action.

Section 4.7 Maintenance; Damage and Destruction.

(a) During the course of both construction and operation of the Improvements, Borrower shall maintain the Property and the Improvements in good repair and in a neat, clean and orderly condition, and in accordance with the Regulatory Agreement.

(b) Subject to the requirements of senior lenders, and if economically feasible in the County's judgment after consultation with Borrower, if any improvement now or in the future on the Property is damaged or destroyed, then Borrower shall, at its cost and expense, diligently undertake to repair or restore such improvement consistent with the plans and specifications approved by the County with such changes as have been approved by the County. Such work or repair is to be commenced no later than the later of one hundred twenty (120) days, or such longer period approved by the County in writing, after the damage or loss occurs or thirty (30) days following receipt of the insurance or condemnation proceeds, and is to be complete within one (1) year thereafter. Any insurance or condemnation proceeds collected for such damage or destruction are to be applied to the cost of such repairs or restoration and, if such insurance or condemnation proceeds are insufficient for such purpose, then Borrower shall make up the deficiency. If Borrower does not promptly make such repairs then any insurance or condemnation proceeds collected for such damage or destruction are to be promptly delivered by Borrower to the County as a special repayment of the Loan, subject to the rights of the senior lenders, if any.

Section 4.8 Fees and Taxes.

Borrower is solely responsible for payment of all fees, assessments, taxes, charges, and levies imposed by any public authority or utility company with respect to the Development, and shall pay such charges prior to delinquency and at such times and in such manner as to prevent any penalty from accruing, or any lien or charge from attaching to the Development. Borrower is also solely responsible for payment of all personal property taxes, and all franchise, income, employment, old age benefit, withholding, sales, and other taxes assessed against it, or payable by it, and shall pay such charges prior to delinquency and at such times and in such manner as to prevent any penalty from accruing, or any lien or charge from attaching to the Development.

However, Borrower is not required to pay and discharge any such charge so long as: (i) the legality thereof is being contested diligently and in good faith and by appropriate proceedings; and (ii) if requested by the County, Borrower deposits with the County any funds or other forms of assurance that the County in good faith from time to time determines appropriate to protect the County from the consequences of the contest being unsuccessful.

In the event Borrower exercises its right to contest any tax, assessment, or charge against it, Borrower, on final determination of the proceeding or contest, will immediately pay or discharge any decision or judgment rendered against it, together with all costs, charges and interest.

Borrower shall not apply for a property tax exemption for the Development under any provision of law except California Revenue and Taxation Section 214(g) without the prior written consent of the County.

Section 4.9 Notices.

Borrower shall promptly notify the County in writing of any and all of the following:

- (a) Any litigation known to Borrower materially affecting Borrower, the Property, or the Development and of any claims or disputes that involve a material risk of litigation;
- (b) Any written or oral communication Borrower receives from any governmental, judicial, or legal authority giving notice of any claim or assertion that the Property or the Improvements fails in any respect to comply with any applicable governmental law;
- (c) Any material adverse change in the physical condition of the Property or the Development (including any damage suffered as a result of fire, earthquakes, or floods);
- (d) Any material adverse change in Borrower's financial condition, any material adverse change in Borrower's operations, or any change in the management of Borrower;
- (e) That any of the statements in Section 5.1(l) regarding Hazardous Materials are no longer accurate;
- (f) Any Default or event which, with the giving of notice or the passage of time or both, would constitute a Default; and
- (g) Any other circumstance, event, or occurrence that results in a material adverse change in Borrower's ability to timely perform any of its obligations under any of the Loan Documents.

Section 4.10 Operation of Development as Affordable Housing.

Borrower shall operate the Development (i) in accordance with all applicable laws, codes, ordinances, rules and regulations of federal, state, county or municipal governments or agencies now in force or that may be enacted hereafter, and (ii) as an affordable housing development consistent with: (1) HUD's requirements for use of CDBG Funds; (2) the Regulatory Agreement; (3) any other regulatory requirements imposed on Borrower including but not limited to regulatory agreements associated with the Ground Lease, the Housing Authority Loan, the MHP HCD Loan, and Low Income Housing Tax Credits provided by TCAC; and (4) any

regulatory requirements imposed on Borrower related to the rental subsidies provided to the Development.

Section 4.11 Nondiscrimination.

(a) Borrower covenants by and for itself and its successors and assigns that there will be no discrimination against or segregation of a person or of a group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin, source of income (e.g., SSI), ancestry, age, familial status (except for lawful senior housing in accordance with state and federal law), or disability, in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Development, nor may Borrower or any person claiming under or through Borrower establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the Development. The foregoing covenant will run with the land.

(b) Nothing in this Section prohibits Borrower from requiring the County-Assisted Units in the Development to be available to and occupied by income eligible households in accordance with the Regulatory Agreement.

Section 4.12 Insurance Requirements.

(a) Borrower shall maintain the following insurance coverage throughout the Term of the Loan:

(i) Workers' Compensation insurance to the extent required by law, including Employer's Liability coverage, with limits not less than One Million Dollars (\$1,000,000) each accident.

(ii) Commercial General Liability insurance with limits not less than Two Million Dollars (\$2,000,000) each occurrence combined single limit for Bodily Injury and Property Damage, including coverages for Contractual Liability, Personal Injury, Broadform Property Damage, Products and Completed Operations (which limits may be met through excess/umbrella coverage in the amount of \$15,000,000).

(iii) Automobile Liability insurance with limits not less than One Million Dollars (\$1,000,000) each occurrence combined single limit for Bodily Injury and Property Damage, including coverages for owned, non-owned and hired vehicles, as applicable.

(iv) Builders' Risk insurance during the course of construction, and upon completion of construction, property insurance covering the Development, in form appropriate for the nature of such property, covering all risks of loss, excluding earthquake, for one hundred percent (100%) of the replacement value, with deductible, if any, acceptable to the County, naming the County as a Loss Payee, as its interests may appear. Flood insurance must be obtained if required by applicable federal regulations.

(v) Commercial crime insurance covering all officers and employees, for loss of Loan proceeds caused by dishonesty, in an amount approved by the County, naming the County a Loss Payee, as its interests may appear.

(b) Borrower shall cause any general contractor, agent, or subcontractor working on the Development under direct contract with Borrower or subcontract to maintain insurance of the types and in at least the minimum amounts described in subsections (i), (ii), and (iii) above, except that the limit of liability for commercial general liability insurance for subcontractors must be One Million Dollars (\$1,000,000), and must require that such insurance will meet all of the general requirements of subsections (d) and (e) below.

(c) The required insurance must be provided under an occurrence form, and Borrower shall maintain the coverage described in subsection (a) continuously throughout the Term. Should any of the required insurance be provided under a form of coverage that includes an annual aggregate limit or provides that claims investigation or legal defense costs be included in such annual aggregate limit, such annual aggregate limit must be three times the occurrence limits specified above.

(d) Commercial General Liability, Automobile Liability and Property insurance policies must be endorsed to name as an additional insured the County and its officers, agents, employees and members of the County Board of Supervisors.

(e) All policies and bonds are to contain: (i) the agreement of the insurer to give the County at least ten (10) days' notice prior to cancellation or material change for non-payment of premium, and thirty (30) days' notice prior to cancellation for any other change or cancellation in said policies; (ii) an agreement that such policies are primary and non-contributing with any insurance that may be carried by the County; (iii) a provision that no act or omission of Borrower shall affect or limit the obligation of the insurance carrier to pay the amount of any loss sustained; and (iv) a waiver by the insurer of all rights of subrogation against the County and its authorized parties in connection with any loss or damage thereby insured against.

Section 4.13 Covenants Regarding Approved Financing and Partnership Agreement.

(a) Borrower shall promptly pay the principal and interest when due on any Approved Financing.

(b) Borrower shall promptly notify the County in writing of the existence of any default under any documents evidencing Approved Financing whether or not a default has been declared by the lender, and any defaults under the Partnership Agreement, and provide the County copies of any notice of default.

(c) Borrower may not amend, modify, supplement, cancel or terminate the Partnership Agreement or any documents related to any loan that is part of the Approved Financing without the prior written consent of the County except for amendments solely to effectuate Transfers permitted under Section 6.1 of the Regulatory Agreement. Borrower shall provide the County copies of all amendments, modifications, and supplements to the Partnership Agreement and any document related to any loan that is part of Approved Financing.

(d) Borrower may not incur any indebtedness of any kind other than Approved Financing or encumber the Development with any liens (other than liens for Approved Financing approved by the County) without the prior written consent of the County.

(e) To the extent the Partnership Agreement is inconsistent with this Agreement with respect to the repayment of the Loan including, without limitation, the Residual Receipts definition and the payment provisions of Section 2.8 above, this Agreement will control. Any payments made in conflict with the Residual Receipts definition and payment requirements of this Agreement will be considered an Event of Default.

Section 4.14 Covenants Regarding the Ground Lease.

Borrower hereby covenants and agrees, as to the Ground Lease:

(a) To promptly pay, when due and payable, any rent, taxes and all other sums and charges mentioned in and made payable pursuant to the Ground Lease.

(b) To promptly perform and observe all of the terms, covenants and conditions required to be performed and observed by Borrower as lessee under the Ground Lease, within the period provided in the Ground Lease, or such lesser periods as are provided in the Loan Documents, and to do all things necessary to preserve and to keep unimpaired its rights under the Ground Lease. Borrower specifically acknowledges the County's right, while any default by Borrower under any Ground Lease remains uncured, to perform the defaulted obligations and take all other actions which the County reasonably deems necessary to protect its interests with respect thereto.

(c) To preserve at all times the full term and enforceability of the Ground Lease, and not to release, forego, alter, amend, cancel, surrender, or materially modify its rights under the Ground Lease, or exercise any rights it may have to voluntarily terminate the Ground Lease, or permit any termination material modification or surrender of the Ground Lease without the County's prior written consent.

(d) To (i) promptly notify the County in writing of the receipt by Borrower of any notice from the Housing Authority and of any notice noting or claiming any default by Borrower in the performance or observance of any of the terms, covenants or conditions on the part of the Borrower to be performed or observed under the Ground Lease; (ii) promptly notify the County in writing of the receipt by Borrower of any notice from the Housing Authority to Borrower of termination of the Ground Lease pursuant to the provisions of the Ground Lease; (iii) promptly cause a copy of each such notice received by Borrower from the Housing Authority to be delivered to the County; provided, however, that no such delivery by Borrower to the County of any such notices shall be deemed to waive, release, or modify any obligation of the Housing Authority to separately provide such notice to the County pursuant to the terms of the Ground Lease; and (iv) promptly notify the County in writing of any default by the Housing Authority in the performance or observance of any of the terms, covenants or conditions on the part of the Housing Authority to be performed or observed.

(e) To, within thirty (30) days after written demand from the County, obtain from the Housing Authority and deliver to the County a certificate stating that the Ground Lease

is in full force and effect, is unmodified, that no notice of termination thereon has been served on Borrower, stating that no default or event which with notice or lapse of time (or both) would become a default is existing under the Ground Lease (or specifying the nature of any defaults or events which with notice or lapse of time, or both, would become a default under the Ground Lease), stating the date to which net rent has been paid, and containing such other statements and representations as may be requested by the County.

ARTICLE 5.
REPRESENTATIONS AND WARRANTIES OF BORROWER

Section 5.1 Representations and Warranties.

Borrower hereby represents and warrants to the County as follows and acknowledges, understands, and agrees that the representations and warranties set forth in this Article 5 are deemed to be continuing during all times when any portion of the Loan remains outstanding:

- (a) Organization. Borrower is duly organized, validly existing and in good standing under the laws of the State of California and has the power and authority to own its property and carry on its business as now being conducted.
- (b) Authority of Borrower. Borrower has full power and authority to execute and deliver this Agreement and to make and accept the borrowings contemplated hereunder, to execute and deliver the Loan Documents and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement, and to perform and observe the terms and provisions of all of the above.
- (c) Authority of Persons Executing Documents. This Agreement and the Loan Documents and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement have been executed and delivered by persons who are duly authorized to execute and deliver the same for and on behalf of Borrower, and all actions required under Borrower's organizational documents and applicable governing law for the authorization, execution, delivery and performance of this Agreement and the Loan Documents and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement, have been duly taken.
- (d) Valid Binding Agreements. The Loan Documents and all other documents or instruments executed and delivered pursuant to or in connection with this Agreement constitute or, if not yet executed or delivered, will when so executed and delivered constitute, legal, valid and binding obligations of Borrower enforceable against it in accordance with their respective terms.
- (e) No Breach of Law or Agreement. Neither the execution nor delivery of the Loan Documents or of any other documents or instruments executed and delivered, or to be executed or delivered, pursuant to this Agreement, nor the performance of any provision, condition, covenant or other term hereof or thereof, will: (i) conflict with or result in a breach of any statute, rule or regulation, or any judgment, decree or order of any court, board, commission or agency whatsoever that is binding on Borrower, or conflict with any provision of the

organizational documents of Borrower, or conflict with any agreement to which Borrower is a party; or (ii) result in the creation or imposition of any lien upon any assets or property of Borrower, other than liens established pursuant hereto.

(f) Compliance with Laws; Consents and Approvals. The construction of the Improvements will comply with all applicable laws, ordinances, rules and regulations of federal, state and local governments and agencies and with all applicable directions, rules and regulations of the fire marshal, health officer, building inspector and other officers of any such government or agency.

(g) Pending Proceedings. Borrower is not in default under any law or regulation or under any order of any court, board, commission or agency whatsoever, and there are no claims, actions, suits or proceedings pending or, to the knowledge of Borrower, threatened against or affecting Borrower or the Development, at law or in equity, before or by any court, board, commission or agency whatsoever which might, if determined adversely to Borrower, materially affect Borrower's ability to repay the Loan or impair the security to be given to the County pursuant hereto.

(h) Title to Land. At the time of recordation of the Deed of Trust, Borrower will have good and marketable title to the Development and there will exist thereon or with respect thereto no mortgage, lien, pledge or other encumbrance of any character whatsoever other than liens shown on the County's title policy provided pursuant to Section 2.6(j) above, or approved in writing by the County.

(i) Financial Statements. The financial statements of Borrower and other financial data and information furnished by Borrower to the County fairly and accurately present the information contained therein. As of the date of this Agreement, there has not been any material adverse change in the financial condition of Borrower from that shown by such financial statements and other data and information.

(j) Sufficient Funds. Borrower holds sufficient funds and/or binding commitments for sufficient funds to complete the acquisition of the Development and the construction of the Improvements in accordance with the terms of this Agreement.

(k) Taxes. Borrower and its subsidiaries have filed all federal and other material tax returns and reports required to be filed, and have paid all federal and other material taxes, assessments, fees and other governmental charges levied or imposed upon them or their income or the Development otherwise due and payable, except those that are being contested in good faith by appropriate proceedings and for which adequate reserves have been provided in accordance with generally accepted accounting principles. There is no proposed tax assessment against Borrower or any of its subsidiaries that could, if made, be reasonably expected to have a material adverse effect on the property, liabilities (actual or contingent), operations, condition (financial or otherwise) or prospects of Borrower and its subsidiaries, taken as a whole, or which could result in (i) a material impairment of the ability of Borrower to perform under any loan document to which it is a party, or (ii) a material adverse effect upon the legality, validity, binding effect or enforceability against Borrower of any Loan Document.

(l) Hazardous Materials. To the best of Borrower's knowledge, except as disclosed in writing by Borrower to the County prior to the date of this Agreement: (i) no Hazardous Material has been disposed of, stored on, discharged from, or released to or from, or otherwise now exists in, on, under, or around, the Property; (ii) neither the Property nor Borrower is in violation of any Hazardous Materials Law; and (iii) neither the Property nor Borrower is subject to any existing, pending or threatened Hazardous Materials Claims.

(m) Compliance with the Ground Lease. Borrower hereby represents and warrants that: (i) the Ground Lease is unmodified and is in full force and effect; (ii) all rents and other charges to be paid by Borrower as lessee under the Ground Lease are current; (iii) Borrower is not in default under any of the provisions of the Ground Lease and no circumstances exist which would constitute a default by Borrower under the Ground Lease or would otherwise permit the Housing Authority to cancel, terminate or otherwise limit the Ground Lease in any manner; (iv) Borrower is not aware of any default by the Housing Authority under the Ground Lease or the existence of circumstances which would constitute a default by the Housing Authority under the Ground Lease; (v) Borrower's interest in the Ground Lease is not subject to any liens or encumbrances except as previously disclosed to the County in writing; and (vi) Borrower owns and holds the Ground Lease and the entire leasehold estate created by the Ground Lease and has the right under the Ground Lease or has received all appropriate consents required in order for Borrower to execute the Loan Documents.

ARTICLE 6. DEFAULT AND REMEDIES

Section 6.1 Events of Default.

Any one or more of the following constitutes an "Event of Default" by Borrower under this Agreement:

(a) Failure to Construct. If Borrower fails to obtain permits, or to commence and prosecute construction of the Improvements to completion, within the times set forth in Article 3 above, subject to the force majeure provisions of Section 7.14 below.

(b) Failure to Make Payment. If Borrower fails to make any payment when such payment is due pursuant to the Loan Documents.

(c) Failure to Submit Plans. If Borrower fails to submit a Marketing Plan or Tenant Selection Plan that is approved by the County in accordance with the Regulatory Agreement.

(d) Breach of Covenants. If Borrower fails to duly perform, comply with, or observe any other condition, term, or covenant contained in this Agreement (other than as set forth in Section 6.1(a) through Section 6.1(c), and Section 6.1(e) through Section 6.1(m)), or in any of the other Loan Documents, and Borrower fails to cure such default within thirty (30) days after receipt of written notice thereof from the County to Borrower.

(e) Default Under Other Loans. If a default is declared under any other financing for the Development by the lender of such financing and such default remains uncured following any applicable notice and cure period.

(f) Insolvency. If a court having jurisdiction makes or enters any decree or order: (i) adjudging Borrower to be bankrupt or insolvent; (ii) approving as properly filed a petition seeking reorganization of Borrower, or seeking any arrangement for Borrower under the bankruptcy law or any other applicable debtor's relief law or statute of the United States or any state or other jurisdiction; (iii) appointing a receiver, trustee, liquidator, or assignee of Borrower in bankruptcy or insolvency or for any of their properties; (iv) directing the winding up or liquidation of Borrower if any such decree or order described in clauses (i) to (iv), inclusive, is unstayed or undischarged for a period of ninety (90) calendar days; or (v) Borrower admits in writing its inability to pay its debts as they fall due or will have voluntarily submitted to or filed a petition seeking any decree or order of the nature described in clauses (i) to (iv), inclusive. The occurrence of any of the Events of Default in this paragraph will act to accelerate automatically, without the need for any action by the County, the indebtedness evidenced by the Note.

(g) Assignment; Attachment. If Borrower assigns its assets for the benefit of its creditors or suffers a sequestration or attachment of or execution on any substantial part of its property, unless the property so assigned, sequestered, attached or executed upon is returned or released within ninety (90) calendar days after such event or, if sooner, prior to sale pursuant to such sequestration, attachment, or execution. The occurrence of any of the events of default in this paragraph shall act to accelerate automatically, without the need for any action by the County, the indebtedness evidenced by the Note.

(h) Suspension; Termination. If Borrower voluntarily suspends its business or, the partnership is dissolved or terminated, other than a technical termination of the partnership for tax purposes.

(i) Liens on the Property and the Development. If any claim of lien (other than liens allowed pursuant to any Loan Document or approved in writing by the County) is filed against the Property or any part thereof, or any interest or right made appurtenant thereto, or the service of any notice to withhold proceeds of the Loan and the continued maintenance of said claim of lien or notice to withhold for a period of twenty (20) days, without discharge or satisfaction thereof or provision therefor (including, without limitation, the posting of bonds) satisfactory to the County.

(j) Condemnation. If there is a condemnation, seizure, or appropriation of all or the substantial part of the Development other than by the County.

(k) Unauthorized Transfer. If any Transfer occurs other than as permitted pursuant to Section 6.1 of the Regulatory Agreement.

(l) Representation or Warranty Incorrect. If any Borrower representation or warranty contained in this Agreement, or in any application, financial statement, certificate, or report submitted to the County in connection with any of the Loan Documents, proves to have been incorrect in any material respect when made.

(m) Ground Lease Default. If Borrower fails to comply with any term or condition of the Ground Lease or a default or an event of default occurs under the Ground Lease (subject to any notice and cure rights contained in the Ground Lease);

(n) Ground Lease Termination. If any event or circumstance occurs which gives the Housing Authority the right to terminate the Ground Lease.

(o) Applicability to General Partner. The occurrence of any of the events set forth in Section 6.1(f), through Section 6.1(h) in relation to Borrower's managing general partner, unless the removal and replacement of Borrower's managing general partner in accordance with Section 6.1(f) of the Regulatory Agreement within the time frame set forth in Section 6.5 cures such a default.

Section 6.2 Remedies.

Upon the occurrence of an Event of Default and until such Event of Default is cured or waived, the County is relieved of any obligation to disburse any portion of the Loan. In addition, upon the occurrence of an Event of Default and following the expiration of all applicable notice and cure periods the County may proceed with any and all remedies available to it under law, this Agreement, and the other Loan Documents. Such remedies include but are not limited to the following:

(a) Acceleration of Note. The County may cause all indebtedness of Borrower to the County under this Agreement and the Note, together with any accrued interest thereon, to become immediately due and payable. Borrower waives all right to presentment, demand, protest or notice of protest or dishonor. The County may proceed to enforce payment of the indebtedness and to exercise any or all rights afforded to the County as a creditor and secured party under the law including the Uniform Commercial Code, including foreclosure under the Deed of Trust. Borrower is liable to pay the County on demand all reasonable expenses, costs and fees (including, without limitation, reasonable attorney's fees and expenses) paid or incurred by the County in connection with the collection of the Loan and the preservation, maintenance, protection, sale, or other disposition of the security given for the Loan.

(b) Specific Performance. The County has the right to mandamus or other suit, action or proceeding at law or in equity to require Borrower to perform its obligations and covenants under the Loan Documents or to enjoin acts on things that may be unlawful or in violation of the provisions of the Loan Documents.

(c) Right to Cure at Borrower's Expense. The County has the right (but not the obligation) to cure any monetary default by Borrower under a loan other than the Loan. Upon demand therefor, Borrower shall reimburse the County for any funds advanced by the County to cure such monetary default by Borrower, together with interest thereon from the date of expenditure until the date of reimbursement at the Default Rate.

Section 6.3 Right of Contest.

Borrower may contest in good faith any claim, demand, levy, or assessment the assertion of which would constitute an Event of Default hereunder. Any such contest is to be prosecuted diligently and in a manner unprejudicial to the County or the rights of the County hereunder.

Section 6.4 Remedies Cumulative.

No right, power, or remedy given to the County by the terms of this Agreement or the other Loan Documents is intended to be exclusive of any other right, power, or remedy; and each and every such right, power, or remedy is cumulative and in addition to every other right, power, or remedy given to the County by the terms of any such instrument, or by any statute or otherwise against Borrower and any other person. Neither the failure nor any delay on the part of the County to exercise any such rights and remedies will operate as a waiver thereof, nor does any single or partial exercise by the County of any such right or remedy preclude any other or further exercise of such right or remedy, or any other right or remedy.

Section 6.5 Notice and Cure Rights of Limited Partner.

The County shall provide the Investor Limited Partner and any limited partner of Borrower who has requested written notice from the County ("Permitted Limited Partner") a duplicate copy of all notices of default that the County may give to or serve in writing upon Borrower pursuant to the terms of the Loan Documents, at the address set forth in Section 7.9, provided, the County shall have no liability to the Permitted Limited Partner for its failure to do so. The Permitted Limited Partner has the right, but not the obligation, to cure any default of Borrower set forth in such notice, during the applicable cure period described in the Loan Documents, and the County will accept tender of such cure as if delivered by Borrower. If the Permitted Limited Partner is unable to cure a default because Borrower's general partner is in bankruptcy and/or because the cure requires removal of the general partner of Borrower and the Permitted Limited Partner is proceeding diligently to remove the general partner of Borrower in order to effect a cure of the Default, the cure period will be extended for such reasonable time as is necessary for the Permitted Limited Partner to effect a cure of the Default, but in no event longer than sixty (60) days after the date of receipt by the Permitted Limited Partner of written notice of the default.

ARTICLE 7.
GENERAL PROVISIONS

Section 7.1 Relationship of Parties.

Nothing contained in this Agreement is to be interpreted or understood by any of the Parties, or by any third persons, as creating the relationship of employer and employee, principal and agent, limited or general partnership, or joint venture between the County and Borrower or its agents, employees or contractors, and Borrower will at all times be deemed an independent contractor and to be wholly responsible for the manner in which it or its agents, or both, perform the services required of it by the terms of this Agreement. Borrower has and retains the right to exercise full control of employment, direction, compensation, and discharge of all persons assisting in the performance of services under the Agreement. In regards to the construction and operation of the Development, Borrower is solely responsible for all matters relating to payment of its employees, including compliance with Social Security, withholding, and all other laws and

regulations governing such matters, and must include requirements in each contract that contractors are solely responsible for similar matters relating to their employees. Borrower is solely responsible for its own acts and those of its agents and employees.

Section 7.2 No Claims.

Nothing contained in this Agreement creates or justifies any claim against the County by any person that Borrower may have employed or with whom Borrower may have contracted relative to the purchase of materials, supplies or equipment, or the furnishing or the performance of any work or services with respect to the purchase of the Existing Improvements, the construction of the Improvements, or operation of the Development, and Borrower shall include similar requirements in any contracts entered into for the construction of the Improvements or operation of the Development.

Section 7.3 Amendments.

No alteration or variation of the terms of this Agreement is valid unless made in writing by the Parties. The County Director of the Department of Conservation and Development is authorized to execute on behalf of the County amendments to the Loan Documents or amended and restated Loan Documents as long as any discretionary change in the amount or terms of this Agreement is approved by the County's Board of Supervisors.

Section 7.4 Indemnification.

Borrower shall indemnify, defend and hold the County and its board members, supervisors, directors, officers, employees, agents, successors and assigns harmless against any and all claims, suits, actions, losses and liability of every kind, nature and description made against it and expenses (including reasonable attorneys' fees) which arise out of or in connection with this Agreement, including but not limited to the purchase of the Development and the development, construction, marketing and operation of the Development, except to the extent such claim arises from the gross negligence or willful misconduct of the County, its agents, and its employees. This obligation to indemnify survives termination of this Agreement, repayment of the Loan, and the reconveyance of the Deed of Trust.

Section 7.5 Non-Liability of County Officials, Employees and Agents.

No member, official, employee or agent of the County is personally liable to Borrower in the event of any default or breach of this Agreement by the County or for any amount that may become due from the County pursuant to this Agreement.

Section 7.6 No Third Party Beneficiaries.

There are no third party beneficiaries to this Agreement.

Section 7.7 Discretion Retained By County.

The County's execution of this Agreement in no way limits any discretion the County may have in the permit and approval process related to the construction of the Improvements.

Section 7.8 Conflict of Interest.

(a) Except for approved eligible administrative or personnel costs, no person described in Section 7.8(b) below who exercises or has exercised any functions or responsibilities with respect to the activities funded pursuant to this Agreement or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have a financial interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have immediate family or business ties, during, or at any time after, such person's tenure. Borrower shall exercise due diligence to ensure that the prohibition in this Section 7.8(a) is followed.

(b) The conflict of interest provisions of Section 7.8(a) above apply to any person who is an employee, agent, consultant, officer, or elected or appointed official of the County.

(c) In accordance with California Government Code Section 1090 and the Political Reform Act, California Government Code section 87100 et seq., no person who is a director, officer, partner, trustee or employee or consultant of Borrower, or immediate family member of any of the preceding, may make or participate in a decision, made by the County or a County board, commission or committee, if it is reasonably foreseeable that the decision will have a material effect on any source of income, investment or interest in real property of that person or Borrower. Interpretation of this section is governed by the definitions and provisions used in the Political Reform Act, California Government Code Section 87100 et seq., its implementing regulations manual and codes, and California Government Code Section 1090.

Section 7.9 Notices, Demands and Communications.

All notices required or permitted by any provision of this Agreement must be in writing and sent by registered or certified mail, postage prepaid, return receipt requested, or delivered by express delivery service, return receipt requested, or delivered personally, to the principal office of the Parties as follows:

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

Attention: Assistant Deputy Director

Borrower: Richmond Hacienda, L.P.
 c/o Mercy Housing California
 1256 Market Street
 San Francisco, CA 94102
 Attn: Director of Real Estate Development

and

c/o Community Housing Development
Corporation of North Richmond
1535-A Third Street
Richmond, CA 94801

Investor Limited
Partner:

Wincopin Circle LLLP
c/o Enterprise Community Asset Management
70 Corporate Center
11000 Broken Land Parkway, Suite 700
Columbia, MD 21044
Attention: General Counsel

with a copy to:

Gallagher, Evelius & Jones LLP
218 N. Charles Street, Suite 400
Baltimore, MD 21201
Facsimile: (410) 468-2786
Attention: Kenneth S. Gross, Esq.

Such written notices, demands and communications may be sent in the same manner to such other addresses as the affected party may from time to time designate by mail as provided in this Section. Receipt will be deemed to have occurred on the date shown on a written receipt as the date of delivery or refusal of delivery (or attempted delivery if undeliverable).

Section 7.10 Applicable Law.

This Agreement is governed by the laws of the State of California.

Section 7.11 Parties Bound.

Except as otherwise limited herein, this Agreement binds and inures to the benefit of the parties and their heirs, executors, administrators, legal representatives, successors, and assigns. This Agreement is intended to run with the land and to bind Borrower and its successors and assigns in the Development for the entire Term, and the benefit hereof is to inure to the benefit of the County and its successors and assigns.

Section 7.12 Attorneys' Fees.

If any lawsuit is commenced to enforce any of the terms of this Agreement, the prevailing party will have the right to recover its reasonable attorneys' fees and costs of suit from the other party.

Section 7.13 Severability.

If any term of this Agreement is held by a court of competent jurisdiction to be invalid,

void or unenforceable, the remainder of the provisions will continue in full force and effect unless the rights and obligations of the parties have been materially altered or abridged by such invalidation, voiding or unenforceability.

Section 7.14 Force Majeure.

In addition to specific provisions of this Agreement, performance by either party will not be deemed to be in default where delays or defaults are due to war, insurrection, strikes, lock-outs, riots, floods, earthquakes, fires, pandemics, quarantine restrictions, freight embargoes, lack of transportation, or court order. An extension of time for any cause will be deemed granted if notice by the party claiming such extension is sent to the other within ten (10) days from the time the party first has knowledge of the commencement of the cause and such extension of time is not rejected in writing by the other party within ten (10) days after receipt of the notice. In no event will the County be required to agree to cumulative delays in excess of one hundred eighty (180) days.

Section 7.15 County Approval.

The County has authorized the County Director, Department of Conservation and Development to execute the Loan Documents and deliver such approvals or consents as are required by this Agreement, and to execute estoppel certificates concerning the status of the Loan and the existence of Borrower defaults under the Loan Documents.

Section 7.16 Waivers.

Any waiver by the County of any obligation or condition in this Agreement must be in writing. No waiver will be implied from any delay or failure by the County to take action on any breach or default of Borrower or to pursue any remedy allowed under this Agreement or applicable law. Any extension of time granted to Borrower to perform any obligation under this Agreement does not operate as a waiver or release from any of its obligations under this Agreement. Consent by the County to any act or omission by Borrower may not be construed to be consent to any other or subsequent act or omission or to waive the requirement for the County's written consent to future waivers.

Section 7.17 Title of Parts and Sections.

Any titles of the sections or subsections of this Agreement are inserted for convenience of reference only and are to be disregarded in interpreting any part of the Agreement's provisions.

Section 7.18 Entire Understanding of the Parties.

The Loan Documents constitute the entire agreement of the parties with respect to the Loan.

Section 7.19 Multiple Originals; Counterpart.

This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

Remainder of Page Left Intentionally Blank

The parties are entering into this Agreement as of the date first set forth above.

COUNTY:

COUNTY OF CONTRA COSTA, a political
subdivision of the State of California

By: _____
John Kopchik
Director, Department of Conservation and
Development

APPROVED AS TO FORM:

SHARON L. ANDERSON
County Counsel

By: _____
Kathleen Andrus
Deputy County Counsel

[signatures continue on following page]

BORROWER:

RICHMOND HACIENDA, L.P.,
a California limited partnership

By: Richmond Hacienda GP LLC,
a California limited liability company,
its managing general partner

By: Mercy Housing Calwest,
a California nonprofit public benefit corporation,
its sole member/manager

By: _____
Name: _____
Its: _____

By: CHDC, Richmond Hacienda LLC,
a California limited liability company
its co-general partner

By: Community Housing Development Corporation of North Richmond,
a California nonprofit public benefit corporation,
its sole member/manager

By: _____
Name: _____
Its: _____

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

The land referred to is situated in the County of Contra Costa, City of Richmond, State of California, and is described as follows:

Parcel 1 of that certain Map entitled "Parcel Map MS 755-19", recorded August 7th 2020, in Book 216 of Parcel Maps, at Pages 26 and 27, Contra Costa County Official Records.

APN: 534-370-028

EXHIBIT B

APPROVED DEVELOPMENT BUDGET

EXHIBIT C
NEPA MITIGATION REQUIREMENTS

NEPA Mitigation and Monitoring Plan – Hacienda Apartments

All the mitigations / conditions for approval included in the Statutory Worksheet, Environmental Assessment, and/or Environmental Impact Statement are required to be included in this plan.

All mitigations / conditions for approval must be included in project agreement and/or legal documents.

Compliance with mitigations / conditions for approval must be documented prior to final payment of County funds

Mitigation Measure(s)	Source	Method and date County staff informed Project Sponsor	Included in County loan document and /or project agreement	Verification of Mitigation Measure(s)	Responsible for implementation	Mitigation Timing	Responsible for monitoring and reporting on implementation	Monitoring and reporting frequency	Verification of compliance
Contamination and Toxic Substances CT1	RGA Environmental, Inc. Asbestos and Lead Pre Renovation Survey Results February 17, 2011		<input type="checkbox"/>	<input type="checkbox"/> Copy of BAAQMD permit	Asbestos licensed contractor	Pre and post rehabilitation	Architect and contractor	Once- after rehabilitation has been completed.	<input type="checkbox"/> certification/ permit post rehabilitation
Endangered Species ES1	US Department of the Interior, Fish and Wildlife Service – List of threatened and endangered species July 31, 2019		<input type="checkbox"/>	<input type="checkbox"/> Approved Construction Plans	Project Sponsor, architect, contractor	Pre and post construction	Architect and contractor	Ongoing	<input type="checkbox"/> Letter from Architect <input type="checkbox"/> Copy of final building permit
Historic Preservation CR1 CR2 CR3 CR4	Evans & De Shazo - A Cultural Resource Monitoring Plan July 16, 2019		<input type="checkbox"/>	<input type="checkbox"/> Approved Construction Plans	Project Sponsor, architect, contractor	Pre and post construction	Architect and contractor	Ongoing during construction	<input type="checkbox"/> Letter from AEM Consulting
Noise N1 N2 N3	Wilson Ihrig Hacienda Apartments HUD Noise Exposure Evaluation Report		<input type="checkbox"/>	<input type="checkbox"/> Approved Construction Plans	Project Sponsor, architect, contractor	Pre and post construction	Architect and contractor	Once – after construction has been completed.	<input type="checkbox"/> Letter from Architect <input type="checkbox"/> Copy of final building permit

	July 17, 2019								
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- CT1 Asbestos-containing materials are present in the building in concentrations greater than one tenth of one percent (0.1%). Impacting materials containing greater than 0.1% asbestos either through repair, maintenance, or demolition activities triggers numerous regulations enforced by such agencies as OSHA (worker protection) and EPA (environmental exposure , transportation and disposal). All applicable regulations for the safe handling and removal of asbestos must be adhered to at all times.

- CT2 Lead-containing paint has been identified on the interior and exterior of the building. All painted surfaces not tested should be assumed lead containing. Impacting lead-containing materials during renovation and demolition activities shall trigger compliance with numerous regulations enforced by such agencies as OSHA (worker protection), EPA (environmental, transportation and disposal), and Department of Public Health (DPH). All applicable regulations for the sage handling and removal of lead paint must be adhered to at all times.

- CT3 Any remaining identified ACMs and/or PACMs should be managed by in place under a site-specific Operations and Maintenance (O&M) Program. An O&M Plan is required if lead paint and/or asbestos remain. Abatement by removal of hazardous materials preferred.

- ES1 Construction BMPs will be incorporated in the construction of the project and include, but are not limited to, the following:
 - a. Work is proposed to be conducted outside the rainy season from October 15 until May 15, based on biological considerations. Erosion and sediment control will be conducted on all exposed soils after construction. However, if construction occurs within the rainy season, erosion and sediment control measures for loose soils will be implemented and will include, but not be limited to, silt fencing on the downslope portion of the work areas.
 - b. Pre-construction surveys for special-status species by a qualified biologist shall be conducted at the appropriate times before construction starts to determine occupancy at the site. If no special-status species are found, no further action other than the Best Management Practices identified above are required. If individuals are found, including plant or nesting birds, a buffer zone around the species or nest will be required at a sufficient distance to prevent take of individual plants, or until after the nesting season.

- CR1 The Cultural Resources Monitoring Plan prepared for the proposed project by Evans & De Shazo, Inc. dated July 16, 2019 shall be followed at all times.

- CR2 An archaeological monitor is required during initial earth-moving (ground disturbing) activities within the project area that have the potential to disturb native soil (i.e. non fill soil), whether previously disturbed or not, to ensure that archaeological resources, if present, are identified and treated following the Secretary of Interior Standards. Archaeological monitoring shall continue until the archaeological monitor or PI determines that cultural resources are unlikely to be encountered. The archaeological monitoring program followed throughout the construction process may include a range of procedures including full-time monitoring, part-time monitoring or spot checks.
- CR3 **Stop Work if Archaeological Resources are Discovered During Ground-Disturbing Activities.** If an archaeological deposit is encountered during project activities, all work within 25 feet of the discovery shall be redirected until a Secretary of Interior-qualified Archaeologist assesses the find, consults with agencies as appropriate, and makes recommendations for the treatment of the discovery. If avoidance of the archaeological deposit is not feasible, the archaeological deposit shall be evaluated for its eligibility for listing in the National Register of Historic Places (NRHP). If the deposit is found to be eligible, adverse effects shall be mitigated. Mitigation may include excavation of the archaeological deposit in accordance with the Secretary of Interior’s Standards and Guidelines for Archaeological Documentation that may include data recovery using standard archaeological field methods and procedures; laboratory and technical analyses of recovered archaeological materials; preparation of a report detailing the methods, findings, and significance of the archaeological site and associated materials; and accessioning of archaeological materials and a technical data recovery report at a curation facility. Upon completion of the assessment, the Archaeologist shall prepare a report to document the methods and results of the assessment. The report shall be submitted to the Project applicant, Contra Costa County, and the NWIC upon completion of the resource assessment. It is anticipated that the implementation of this recommendation will reduce or eliminate adverse impacts to historic properties if discovered during construction.
- CR4 **Potential Discovery of Human Remains.** If human remains are encountered within the Project Area during project-related, earth-disturbing activities, all work must stop in the immediate vicinity of the discovered remains and the Contra Costa County Coroner must be notified immediately. If the remains are suspected to be those of a prehistoric Native American, then the Native American Heritage Commission (NAHC) must be contacted by the Coroner so that a “Most Likely Descendant” (MLD) can be designated to provide further recommendations regarding treatment of the remains. An archaeologist should also be retained to evaluate the historical significance of the discovery, the potential for additional remains, and to provide further recommendations for treatment of the site.

- N1 Portions of the subject building (east side) are exposed to noise up to 70 DNL, which is considered 'Normally Unacceptable' by HUD. For substantial rehabilitation projects, such as this one, HUD *shall actively seek to have project sponsors incorporate noise attenuation features* per 24 CFR 51.101 (a)(5).
- N2 For all noise exposed areas above 65 DNL, the project sponsor shall incorporate noise attenuating architectural features such as sound-rated windows and wall assemblies and provide mechanical ventilation. If deemed impractical or cost-prohibitive, the project sponsor shall demonstrate in a reasonable matter if such provisions are impractical.
- N3 Noise generated during construction activities on the site could cause a substantial temporary increase in noise levels at surrounding land uses. Hours of construction are restricted to between the hours of 7:00 AM and 7:00 PM Monday through Friday.

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Contra Costa County
Department of Conservation and Development
30 Muir Road
Martinez, CA 94553
Attn: Assistant Deputy Director

No fee for recording pursuant to
Government Code Sections 27383 and 27388.1

LEASEHOLD DEED OF TRUST WITH ASSIGNMENT OF RENTS,
SECURITY AGREEMENT, AND FIXTURE FILING
(Hacienda Heights)

THIS LEASEHOLD DEED OF TRUST WITH ASSIGNMENT OF RENTS, SECURITY AGREEMENT, AND FIXTURE FILING ("Deed of Trust") is made as of May ____, 2021, by and among Richmond Hacienda, L.P., a California limited partnership ("Trustor"), Old Republic Title Company, a California corporation ("Trustee"), and the County of Contra Costa, a political subdivision of the State of California ("Beneficiary").

FOR GOOD AND VALUABLE CONSIDERATION, including the indebtedness herein recited and the trust herein created, the receipt of which is hereby acknowledged, Trustor hereby irrevocably grants, transfers, conveys and assigns to Trustee, IN TRUST, WITH POWER OF SALE, for the benefit and security of Beneficiary, under and subject to the terms and conditions hereinafter set forth, Trustor's leasehold interest in the property located in the County of Contra Costa, State of California, that is described in the attached Exhibit A, incorporated herein by this reference, as created pursuant to that certain Ground Lease defined below (the "Property").

TOGETHER WITH all interest, estates or other claims, both in law and in equity which Trustor now has or may hereafter acquire in the Property and the rents;

TOGETHER WITH all easements, rights-of-way and rights used in connection therewith or as a means of access thereto, including (without limiting the generality of the foregoing) all tenements, hereditaments and appurtenances thereof and thereto;

TOGETHER WITH any and all buildings and improvements of every kind and description now or hereafter erected thereon, and all property of Trustor now or hereafter affixed to or placed upon the Property;

TOGETHER WITH all building materials and equipment now or hereafter delivered to said property and intended to be installed therein;

TOGETHER WITH all right, title and interest of Trustor, now owned or hereafter acquired, in and to any land lying within the right-of-way of any street, open or proposed,

adjoining the Property, and any and all sidewalks, alleys and strips and areas of land adjacent to or used in connection with the Property;

TOGETHER WITH all estate, interest, right, title, other claim or demand, of every nature, in and to such property, including the Property, both in law and in equity, including, but not limited to, all deposits made with or other security given by Trustor to utility companies, the proceeds from any or all of such property, including the Property, claims or demands with respect to the proceeds of insurance in effect with respect thereto, which Trustor now has or may hereafter acquire, any and all awards made for the taking by eminent domain or by any proceeding or purchase in lieu thereof of the whole or any part of such property, including without limitation, any awards resulting from a change of grade of streets and awards for severance damages to the extent Beneficiary has an interest in such awards for taking as provided in Paragraph 4.1 herein;

TOGETHER WITH all of Trustor's interest in all articles of personal property or fixtures now or hereafter attached to or used in and about the building or buildings now erected or hereafter to be erected on the Property which are necessary to the complete and comfortable use and occupancy of such building or buildings for the purposes for which they were or are to be erected, including all other goods and chattels and personal property as are ever used or furnished in operating a building, or the activities conducted therein, similar to the one herein described and referred to, and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are, or will be, attached to said building or buildings in any manner; and

TOGETHER WITH all of Trustor's interest in all building materials, fixtures, equipment, work in process and other personal property to be incorporated into the Property; all goods, materials, supplies, fixtures, equipment, machinery, furniture and furnishings, signs and other personal property now or hereafter appropriated for use on the Property, whether stored on the Property or elsewhere, and used or to be used in connection with the Property; all rents, issues and profits, and all inventory, accounts, accounts receivable, contract rights, general intangibles, chattel paper, instruments, documents, notes drafts, letters of credit, insurance policies, insurance and condemnation awards and proceeds, trade names, trademarks and service marks arising from or related to the Property and any business conducted thereon by Trustor; all replacements, additions, accessions and proceeds; and all books, records and files relating to any of the foregoing.

All of the foregoing, together with the Property, is herein referred to as the "Security." To have and to hold the Security together with acquittances to the Trustee, its successors and assigns forever.

FOR THE PURPOSE OF SECURING THE FOLLOWING OBLIGATIONS (together, the "Secured Obligations"):

A. Payment to Beneficiary of all sums at any time owing under or in connection with (i) the Note (defined in Section 1.8 below) until paid in full or cancelled, and (ii) any other amounts owing under the Loan Documents (defined in Section 1.7 below). Principal and other payments are due and payable as provided in the Note or other Loan Documents, as applicable.

The Note and all its terms are incorporated herein by reference, and this conveyance secures any and all extensions thereof, however evidenced;

B. Payment of any sums advanced by Beneficiary to protect the Security pursuant to the terms and provisions of this Deed of Trust following a breach of Trustor's obligation to advance said sums and the expiration of any applicable cure period, with interest thereon as provided herein;

C. Performance of every obligation, covenant or agreement of Trustor contained herein and in the Loan Documents; and

D. All modifications, extensions and renewals of any of the Secured Obligations (including without limitation, (i) modifications, extensions or renewals at a different rate of interest, or (ii) deferrals or accelerations of the required principal payment dates or interest payment dates or both, in whole or in part), however evidenced, whether or not any such modification, extension or renewal is evidenced by a new or additional promissory note or notes.

AND TO PROTECT THE SECURITY OF THIS DEED OF TRUST, TRUSTOR COVENANTS AND AGREES:

ARTICLE 1 DEFINITIONS

In addition to the terms defined elsewhere in this Deed of Trust, the following terms have the following meanings in this Deed of Trust:

Section 1.1 The term "Default Rate" means the lesser of the maximum rate permitted by law and ten percent (10%) per annum.

Section 1.2 The term "Ground Lease" means that certain Ground Lease Agreement dated May [REDACTED], 2021, by and between Trustor as lessee and Ground Lessor pertaining to the Property, a memorandum of which is being recorded in the Office of the Recorder of the County of Contra Costa, pursuant to which Ground Lessor has granted Trustor a leasehold interest in the Property for a period of ninety-nine (99) years.

Section 1.3 The term "Ground Lessor" means the Housing Authority of the City of Richmond.

Section 1.4 The term "Intercreditor Agreement" means that certain Subordination and Intercreditor Agreement of even date herewith, among Trustor, Beneficiary, and the Housing Authority, recorded concurrently herewith.

Section 1.5 The term "Loan" means the loan made by Beneficiary to Trustor in the amount of [up to One Million Eight Hundred Thousand Dollars (\$1,800,000)].

Section 1.6 The term "Loan Agreement" means that certain Development Loan Agreement between Trustor and Beneficiary, of even date herewith, as such may be amended from time to time, providing for the Beneficiary to loan to Trustor the Loan.

Section 1.7 The term "Loan Documents" means this Deed of Trust, the Note, the Loan Agreement, the Intercreditor Agreement, the Regulatory Agreement, and any other agreements, debt, loan or security instruments between Trustor and Beneficiary relating to the Loan.

Section 1.8 The term "Note" means the promissory note of even date herewith, executed by Trustor in favor of Beneficiary, as it may be amended or restated in the amount of the Loan, the payment of which is secured by this Deed of Trust. The terms and provisions of the Note are incorporated herein by reference.

Section 1.9 The term "Principal" means the amounts required to be paid under the Note.

Section 1.10 The term "Regulatory Agreement" means the Regulatory Agreement and Declaration of Restrictive Covenants of even date herewith by and between Beneficiary and Trustor and recorded concurrently herewith.

ARTICLE 2 MAINTENANCE AND MODIFICATION OF THE PROPERTY AND SECURITY

Section 2.1 Maintenance and Modification of the Property by Trustor.

The Trustor agrees that at all times prior to full payment and performance of the Secured Obligations, the Trustor will, at the Trustor's own expense, maintain, preserve and keep the Security or cause the Security to be maintained and preserved in good condition. The Trustor will from time to time make or cause to be made all repairs, replacements and renewals deemed proper and necessary by it. The Beneficiary has no responsibility in any of these matters or for the making of improvements or additions to the Security.

Trustor agrees to pay fully and discharge (or cause to be paid fully and discharged) all claims for labor done and for material and services furnished in connection with the Security, diligently to file or procure the filing of a valid notice of cessation upon the event of a cessation of labor on the work or construction on the Security for a continuous period of thirty (30) days or more, and to take all other reasonable steps to forestall the assertion of claims of lien against the Security or any part thereof. Trustor irrevocably appoints, designates and authorizes Beneficiary as its agent (said agency being coupled with an interest) with the authority, but without any obligation, to file for record any notices of completion or cessation of labor or any other notice that Beneficiary deems necessary or desirable to protect its interest in and to the Security or the Loan Documents; provided, however, that Beneficiary exercises its rights as agent of Trustor only in the event that Trustor fails to take, or fails to diligently continue to take, those actions as hereinbefore provided.

Upon demand by Beneficiary, Trustor shall make or cause to be made such demands or claims as Beneficiary specifies upon laborers, materialmen, subcontractors or other persons who have furnished or claim to have furnished labor, services or materials in connection with the Security. Nothing herein contained requires Trustor to pay any claims for labor, materials or services which Trustor in good faith disputes and is diligently contesting provided that Trustor shall, within thirty (30) days after the filing of any claim of lien, record in the Office of the Recorder of Contra Costa County, a surety bond in an amount 1 and 1/2 times the amount of such claim item to protect against a claim of lien.

Section 2.2 Granting of Easements.

Trustor may not grant easements, licenses, rights-of-way or other rights or privileges in the nature of easements with respect to any property or rights included in the Security except those required or desirable for installation and maintenance of public utilities including, without limitation, water, gas, electricity, sewer, telephone and telegraph, or those required by law, and as approved, in writing, by Beneficiary.

Section 2.3 Assignment of Rents.

As part of the consideration for the indebtedness evidenced by the Note, Trustor hereby absolutely and unconditionally assigns and transfers to Beneficiary all the rents and revenues of the Property including those now due, past due, or to become due by virtue of any lease or other agreement for the occupancy or use of all or any part of the Property, regardless of to whom the rents and revenues of the Property are payable, subject to the rights of senior lenders that are approved by the Beneficiary pursuant to the Loan Agreement. Trustor hereby authorizes Beneficiary or Beneficiary's agents to collect the aforesaid rents and revenues and hereby directs each tenant of the Property to pay such rents to Beneficiary or Beneficiary's agents; provided, however, that prior to written notice given by Beneficiary to Trustor of the breach by Trustor of any covenant or agreement of Trustor in the Loan Documents, Trustor shall collect and receive all rents and revenues of the Property as trustee for the benefit of Beneficiary and Trustor to apply the rents and revenues so collected to the Secured Obligations with the balance, so long as no such breach has occurred and is continuing, to the account of Trustor, it being intended by Trustor and Beneficiary that this assignment of rents constitutes an absolute assignment and not an assignment for additional security only. Upon delivery of written notice by Beneficiary to Trustor of the breach by Trustor of any covenant or agreement of Trustor in the Loan Documents, and without the necessity of Beneficiary entering upon and taking and maintaining full control of the Property in person, by agent or by a court-appointed receiver, Beneficiary shall immediately be entitled to possession of all rents and revenues of the Property as specified in this Section 2.3 as the same becomes due and payable, including but not limited to, rents then due and unpaid, and all such rents will immediately upon delivery of such notice be held by Trustor as trustee for the benefit of Beneficiary only; provided, however, that the written notice by Beneficiary to Trustor of the breach by Trustor contains a statement that Beneficiary exercises its rights to such rents. Trustor agrees that commencing upon delivery of such written notice of Trustor's breach by Beneficiary to Trustor, each tenant of the Property shall make such rents payable to and pay such rents to Beneficiary or Beneficiary's agents on Beneficiary's written demand to each tenant therefor, delivered to each tenant personally, by mail or by delivering

such demand to each rental unit, without any liability on the part of said tenant to inquire further as to the existence of a default by Trustor.

Trustor hereby covenants that Trustor has not executed any prior assignment of said rents, other than as security to lenders approved by Beneficiary pursuant to the Loan Agreement, that Trustor has not performed, and will not perform, any acts or has not executed and will not execute, any instrument which would prevent Beneficiary from exercising its rights under this Section 2.3, and that at the time of execution of this Deed of Trust, there has been no anticipation or prepayment of any of the rents of the Property for more than two (2) months prior to the due dates of such rents. Trustor covenants that Trustor will not hereafter collect or accept payment of any rents of the Property more than two (2) months prior to the due dates of such rents. Trustor further covenants that, so long as the Secured Obligations are outstanding, Trustor will execute and deliver to Beneficiary such further assignments of rents and revenues of the Property as Beneficiary may from time to time request.

Upon Trustor's breach of any covenant or agreement of Trustor in the Loan Documents, Beneficiary may in person, by agent or by a court-appointed receiver, regardless of the adequacy of Beneficiary's security, enter upon and take and maintain full control of the Property in order to perform all acts necessary and appropriate for the operation and maintenance thereof including, but not limited to, the execution, cancellation or modification of leases, the collection of all rents and revenues of the Property, the making of repairs to the Property and the execution or termination of contracts providing for the management or maintenance of the Property, all on such terms as are deemed best to protect the security of this Deed of Trust. In the event Beneficiary elects to seek the appointment of a receiver for the Property upon Trustor's breach of any covenant or agreement of Trustor in this Deed of Trust, Trustor hereby expressly consents to the appointment of such receiver. Beneficiary or the receiver will be entitled to receive a reasonable fee for so managing the Property.

All rents and revenues collected subsequent to delivery of written notice by Beneficiary to Trustor of the breach by Trustor of any covenant or agreement of Trustor in the Loan Documents are to be applied first to the costs, if any, of taking control of and managing the Property and collecting the rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, costs of repairs to the Property, premiums on insurance policies, taxes, assessments and other charges on the Property, and the costs of discharging any obligation or liability of Trustor as lessor or landlord of the Property and then to the sums secured by this deed of Trust. Beneficiary or the receiver is to have access to the books and records used in the operation and maintenance of the Property and will be liable to account only for those rents actually received. Beneficiary is not liable to Trustor, anyone claiming under or through Trustor or anyone having an interest in the Property by reason of anything done or left undone by Beneficiary under this Section 2.3.

If the rents of the Property are not sufficient to meet the costs, if any, of taking control of and managing the Property and collecting the rents, any funds expended by Beneficiary for such purposes will become part of the Secured Obligations pursuant to Section 3.3 hereof. Unless Beneficiary and Trustor agree in writing to other terms of payment, such amounts are payable by Trustor to Beneficiary upon notice from Beneficiary to Trustor requesting payment thereof and will bear interest from the date of disbursement at the rate stated in Section 3.3.

If the Beneficiary or the receiver enters upon and takes and maintains control of the Property, neither that act nor any application of rents as provided herein will cure or waive any default under this Deed of Trust or invalidate any other right or remedy available to Beneficiary under applicable law or under this Deed of Trust. This assignment of rents of the Property will terminate at such time as this Deed of Trust ceases to secure the Secured Obligations.

ARTICLE 3 TAXES AND INSURANCE; ADVANCES

Section 3.1 Taxes, Other Governmental Charges and Utility Charges.

Trustor shall pay, or cause to be paid, prior to the date of delinquency, all taxes, assessments, charges and levies imposed by any public authority or utility company that are or may become a lien affecting the Security or any part thereof; provided, however, that Trustor is not required to pay and discharge any such tax, assessment, charge or levy so long as (a) the legality thereof is promptly and actively contested in good faith and by appropriate proceedings, and (b) Trustor maintains reserves adequate to pay any liabilities contested pursuant to this Section 3.1. With respect to taxes, special assessments or other similar governmental charges, Trustor shall pay such amount in full prior to the attachment of any lien therefor on any part of the Security; provided, however, if such taxes, assessments or charges can be paid in installments, Trustor may pay in such installments. Except as provided in clause (b) of the first sentence of this paragraph, the provisions of this Section 3.1 may not be construed to require that Trustor maintain a reserve account, escrow account, impound account or other similar account for the payment of future taxes, assessments, charges and levies.

In the event that Trustor fails to pay any of the items required by this Section to be paid by Trustor, Beneficiary may (but is under no obligation to) pay the same, after the Beneficiary has notified the Trustor of such failure to pay and the Trustor fails to fully pay such items within seven (7) business days after receipt of such notice. Any amount so advanced therefor by Beneficiary, together with interest thereon from the date of such advance at the maximum rate permitted by law, will become part of the Secured Obligations secured hereby, and Trustor agrees to pay all such amounts.

Section 3.2 Provisions Respecting Insurance.

Trustor agrees to provide insurance conforming in all respects to that required under the Loan Documents during the course of construction and following completion, and at all times until all amounts secured by this Deed of Trust have been paid, all Secured Obligations secured hereunder have been fulfilled, and this Deed of Trust has been reconveyed.

All such insurance policies and coverages are to be maintained at Trustor's sole cost and expense. Certificates of insurance for all of the above insurance policies, showing the same to be in full force and effect, are to be delivered to the Beneficiary upon demand therefor at any time prior to Trustor's satisfaction of the Secured Obligations.

Section 3.3 Advances.

In the event the Trustor fails to maintain the full insurance coverage required by this Deed of Trust or fails to keep the Security in accordance with the Loan Documents, the Beneficiary, after at least seven (7) days prior notice to Trustor, may (but is under no obligation to) (i) take out the required policies of insurance and pay the premiums on the same, and (ii) make any repairs or replacements that are necessary and provide for payment thereof. All amounts so advanced by the Beneficiary will become part of the Secured Obligations (together with interest as set forth below) and will be secured hereby, which amounts the Trustor agrees to pay on the demand of the Beneficiary, and if not so paid, will bear interest from the date of the advance at the Default Rate.

ARTICLE 4
DAMAGE, DESTRUCTION OR CONDEMNATION

Section 4.1 Awards and Damages.

Subject to the rights of senior lenders, all judgments, awards of damages, settlements and compensation made in connection with or in lieu of (1) the taking of all or any part of or any interest in the Property by or under assertion of the power of eminent domain, (2) any damage to or destruction of the Property or any part thereof by insured casualty, and (3) any other injury or damage to all or any part of the Property (collectively, the "Funds") are hereby assigned to and are to be paid to the Beneficiary by a check made payable to the Beneficiary. The Beneficiary is authorized and empowered (but not required) to collect and receive any Funds and is authorized to apply them in whole or in part to any indebtedness or obligation secured hereby, in such order and manner as the Beneficiary determines at its sole option, subject to the provisions of Section 4.7 of the Loan Agreement regarding restoration of improvements following damage or destruction. The Beneficiary is entitled to settle and adjust all claims under insurance policies provided under this Deed of Trust and may deduct and retain from the proceeds of such insurance the amount of all expenses incurred by it in connection with any such settlement or adjustment. Application of all or any part of the Funds collected and received by the Beneficiary or the release thereof will not cure or waive any default under this Deed of Trust.

ARTICLE 5
AGREEMENTS AFFECTING THE PROPERTY; FURTHER
ASSURANCES; PAYMENT OF PRINCIPAL AND INTEREST

Section 5.1 Other Agreements Affecting Property.

Trustor shall duly and punctually perform all terms, covenants, conditions and agreements binding upon it under the Loan Documents and any other agreement of any nature whatsoever now or hereafter involving or affecting the Security or any part thereof.

Section 5.2 Agreement to Pay Attorneys' Fees and Expenses.

In the event of any Event of Default (as defined in Section 7.1) hereunder, and if the

Beneficiary employs attorneys or incurs other expenses for the collection of amounts due hereunder or the enforcement of performance or observance of an obligation or agreement on the part of the Trustor in this Deed of Trust, the Trustor agrees that it will, on demand therefor, pay to the Beneficiary the reasonable fees of such attorneys and such other reasonable expenses so incurred by the Beneficiary. Any such amounts paid by the Beneficiary will be added to the Secured Obligations, and will bear interest from the date such expenses are incurred at the Default Rate.

Section 5.3 Payment of the Principal.

The Trustor shall pay to the Beneficiary the Principal and any other payments as set forth in the Note in the amounts and by the times set out therein.

Section 5.4 Personal Property.

To the maximum extent permitted by law, the personal property subject to this Deed of Trust is deemed to be fixtures and part of the real property and this Deed of Trust constitutes a fixtures filing under the California Commercial Code. As to any personal property not deemed or permitted to be fixtures, this Deed of Trust constitutes a security agreement under the California Commercial Code.

Section 5.5 Financing Statement.

The Trustor shall execute and deliver to the Beneficiary such financing statements pursuant to the appropriate statutes, and any other documents or instruments as are required to convey to the Beneficiary a valid perfected security interest in the Security. The Trustor shall perform all acts that the Beneficiary reasonably requests so as to enable the Beneficiary to maintain a valid perfected security interest in the Security in order to secure the payment of the Note in accordance with its terms. The Beneficiary is authorized to file a copy of any such financing statement in any jurisdiction(s) as it deems appropriate from time to time in order to protect the security interest established pursuant to this instrument.

Section 5.6 Operation of the Security.

The Trustor shall operate the Security (and, in case of a transfer of a portion of the Security subject to this Deed of Trust, the transferee shall operate such portion of the Security) in full compliance with the Loan Documents.

Section 5.7 Inspection of the Security.

At any and all reasonable times upon seventy-two (72) hours' notice, the Beneficiary and its duly authorized agents, attorneys, experts, engineers, accountants and representatives, may inspect the Security, without payment of charges or fees.

Section 5.8 Nondiscrimination.

The Trustor herein covenants by and for itself, its heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there will be no discrimination against or segregation of, any person or group of persons on account of race, color, creed,

religion, age, sex, sexual orientation, marital status, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Security, nor will the Trustor itself or any person claiming under or through it establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the Security. The foregoing covenants run with the land.

Section 5.9 Ground Lease Covenants.

Trustor hereby represents, warrants, covenants and agrees that:

(a) This Deed of Trust is duly executed and delivered in conformity with, and does not violate or breach any term of covenant of, the Ground Lease.

(b) Trustor will cause a memorandum of ground lease to be recorded against the Property that provides notice of the existence of the Ground Lease.

(c) Trustor will not do or permit to be done or omit to do or permit the omission of any act, which would impair the security of this Deed of Trust, or would constitute grounds for the termination of the Ground Lease or would entitle the Ground Lessor to declare a forfeiture or termination of the Ground Lease.

(d) Trustor will not, without the prior written consent of Beneficiary terminate, materially modify or surrender or suffer or permit any termination, material modification or surrender of the Ground Lease.

(e) Trustor will not consent to any waiver of Ground Lessor's obligations under the Ground Lease, nor to the subordination of the Ground Lease to any mortgage of the fee interest of the Ground Lessor.

(f) Trustor will not acquire the fee interest in the Property under the Ground Lease without the express prior written approval of Beneficiary. In the event that Trustor acquires fee title to the Property, such interest will be deemed to be subject to and covered by this Deed of Trust, and Trustor shall promptly: (i) provide Beneficiary with notice of such further title interest of Trustor to the Property and (ii) execute, acknowledge, and deliver such instruments, documents, and agreements as may be required by Beneficiary to ratify, confirm, re-affirm, and perfect Beneficiary's interest in such Property, including without limitation, any additional mortgage or amendment requested by Beneficiary to confirm Trustor's right, title and interest in and to the fee title of Trustor to the Property. Without the express prior written approval of Beneficiary, Trustor shall not merge the leasehold estate created by the Ground Lease with the fee estate of the Property, and such leasehold estate must always remain separate and distinct, notwithstanding any union of such estates in Ground Lessor, Beneficiary, or Trustor by purchase, operation of Law, or otherwise. In the event that Beneficiary acquires fee title and the leasehold estate by foreclosure of this Deed of Trust (or by conveyance or assignment in lieu thereof) or otherwise, then such estates will not merge but will remain separate and distinct for all purposes after such acquisition unless and until Beneficiary elects in writing to merge such estates.

ARTICLE 6
HAZARDOUS WASTE

Trustor shall keep and maintain the Property (including, but not limited to, soil and ground water conditions) in compliance with all Hazardous Materials Laws and shall not cause or permit the Property to be in violation of any Hazardous Materials Law (defined below). Trustor may not cause or permit the use, generation, manufacture, storage or disposal of on, under, or about the Property or transportation to or from the Property of (i) any substance, material, or waste that is petroleum, petroleum-related, or a petroleum by-product, asbestos or asbestos-containing material, polychlorinated biphenyls, flammable, explosive, radioactive, freon gas, radon, or a pesticide, herbicide, or any other agricultural chemical, and (ii) any waste, substance or material defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "toxic materials", "toxic waste", "toxic substances," or words of similar import under any Hazardous Materials Law (collectively referred to hereinafter as "Hazardous Materials"), except such of the foregoing as may be customarily used in construction or operation of a multi-family residential development.

Trustor shall immediately advise Beneficiary in writing if at any time it receives written notice of: (i) any and all enforcement, cleanup, removal or other governmental or regulatory actions instituted, completed or threatened against Trustor or the Property pursuant to any applicable federal, state or local laws, ordinances, or regulations relating to any Hazardous Materials, health, industrial hygiene, environmental conditions, or the regulation or protection of the environment, and all amendments thereto as of this date and to be added in the future and any successor statute or rule or regulation promulgated thereto ("Hazardous Materials Law"); (ii) all claims made or threatened by any third party against Trustor or the Property relating to damage, contribution, cost recovery compensation, loss or injury resulting from any Hazardous Materials (the matters set forth in clauses (i) and (ii) above are hereinafter referred to as "Hazardous Materials Claims"); and (iii) Trustor's discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Property that could cause the Property or any part thereof to be subject to any restrictions on the ownership, occupancy, transferability or use of the Property under any Hazardous Materials Law including but not limited to the provisions of California Health and Safety Code, Section 25220 et seq., or any regulation adopted in accordance therewith.

Beneficiary has the right to join and participate in, as a party if it so elects, and be represented by counsel acceptable to Beneficiary (or counsel of its own choice if a conflict exists with Trustor) in, any legal proceedings or actions initiated in connection with any Hazardous Materials Claims, and to have its reasonable attorneys' fees in connection therewith paid by Trustor.

Trustor shall indemnify and hold harmless Beneficiary and its boardmembers, directors, officers, employees, agents, successors and assigns from and against any loss, damage, cost, fine, penalty, judgment, award, settlement, expense or liability, directly or indirectly arising out of or attributable to: (i) any actual or alleged past or present violation of any Hazardous Materials Law; (ii) any Hazardous Materials Claim; (iii) any actual or alleged past or present use,

generation, manufacture, storage, release, threatened release, discharge, disposal, transportation, or presence of Hazardous Materials on, under, or about the Property; (iv) any investigation, cleanup, remediation, removal, or restoration work of site conditions of the Property relating to Hazardous Materials (whether on the Property or any other property); and (v) the breach of any representation of warranty by or covenant of Trustor in this Article, and Section 5.1(l) of the Loan Agreement. Such indemnity must include, without limitation: (x) all consequential damages; (y) the costs of any required or necessary investigation, repair, cleanup or detoxification of the Property and the preparation and implementation of any closure, remedial or other required plans; and (z) all reasonable costs and expenses incurred by Beneficiary in connection with clauses (x) and (y), including but not limited to reasonable attorneys' fees and consultant fees. This indemnification applies whether or not any government agency has issued a cleanup order. Losses, claims, costs, suits, liability, and expenses covered by this indemnification provision include, but are not limited to: (1) losses attributable to diminution in the value of the Property; (2) loss or restriction of use of rentable space on the Property; (3) adverse effect on the marketing of any rental space on the Property; and (4) penalties and fines levied by, and remedial or enforcement actions of any kind issued by any regulatory agency (including but not limited to the costs of any required testing, remediation, repair, removal, cleanup or detoxification of the Property and surrounding properties). This obligation to indemnify will survive reconveyance of this Deed of Trust and will not be diminished or affected in any respect as a result of any notice, disclosure, knowledge, if any, to or by Beneficiary of Hazardous Materials.

Without Beneficiary's prior written consent, which may not be unreasonably withheld, Trustor may not take any remedial action in response to the presence of any Hazardous Materials on, under or about the Property, nor enter into any settlement agreement, consent decree, or other compromise in respect to any Hazardous Material Claims, which remedial action, settlement, consent decree or compromise might, in Beneficiary's reasonable judgment, impairs the value of the Beneficiary's security hereunder; provided, however, that Beneficiary's prior consent is not necessary in the event that the presence of Hazardous Materials on, under, or about the Property either poses an immediate threat to the health, safety or welfare of any individual or is of such a nature that an immediate remedial response is necessary and it is not reasonably possible to obtain Beneficiary's consent before taking such action, provided that in such event Trustor notifies Beneficiary as soon as practicable of any action so taken. Beneficiary agrees not to withhold its consent, where such consent is required hereunder, if (i) a particular remedial action is ordered by a court of competent jurisdiction; (ii) Trustor will or may be subjected to civil or criminal sanctions or penalties if it fails to take a required action; (iii) Trustor establishes to the reasonable satisfaction of Beneficiary that there is no reasonable alternative to such remedial action which would result in less impairment of Beneficiary's security hereunder; or (iv) the action has been agreed to by Beneficiary.

The Trustor hereby acknowledges and agrees that (i) this Article is intended as the Beneficiary's written request for information (and the Trustor's response) concerning the environmental condition of the Property as required by California Code of Civil Procedure Section 726.5, and (ii) each representation and warranty in this Deed of Trust or any of the other Loan Documents (together with any indemnity applicable to a breach of any such representation and warranty) with respect to the environmental condition of the property is intended by the

Beneficiary and the Trustor to be an "environmental provision" for purposes of California Code of Civil Procedure Section 736.

In the event that any portion of the Property is determined to be "environmentally impaired" (as that term is defined in California Code of Civil Procedure Section 726.5(e)(3) or to be an "affected parcel" (as that term is defined in California Code of Civil Procedure Section 726.5(e)(1), then, without otherwise limiting or in any way affecting the Beneficiary's or the Trustee's rights and remedies under this Deed of Trust, the Beneficiary may elect to exercise its rights under California Code of Civil Procedure Section 726.5(a) to (1) waive its lien on such environmentally impaired or affected portion of the Property and (2) exercise (a) the rights and remedies of an unsecured creditor, including reduction of its claim against the Trustor to judgment, and (b) any other rights and remedies permitted by law. For purposes of determining the Beneficiary's right to proceed as an unsecured creditor under California Code of Civil Procedure Section 726.5(a), the Trustor will be deemed to have willfully permitted or acquiesced in a release or threatened release of hazardous materials, within the meaning of California Code of Civil Procedure Section 726.5(d)(1), if the release or threatened release of hazardous materials was knowingly or negligently caused or contributed to by any lessee, occupant, or user of any portion of the Property and the Trustor knew or should have known of the activity by such lessee, occupant, or user which caused or contributed to the release or threatened release. All costs and expenses, including (but not limited to) attorneys' fees, incurred by the Beneficiary in connection with any action commenced under this paragraph, including any action required by California Code of Civil Procedure Section 726.5(b) to determine the degree to which the Property is environmentally impaired, plus interest thereon at the Default Rate until paid, will be added to the indebtedness secured by this Deed of Trust and will be due and payable to the Beneficiary upon its demand made at any time following the conclusion of such action.

ARTICLE 7 EVENTS OF DEFAULT AND REMEDIES

Section 7.1 Events of Default.

The following are events of default following the expiration of any applicable notice and cure periods (each an "Event of Default"): (i) failure to make any payment to be paid by Trustor under the Loan Documents; (ii) failure to observe or perform any of Trustor's other covenants, agreements or obligations under the Loan Documents, including, without limitation, the provisions concerning discrimination; (iii) failure to make any payment or observe or perform any of Trustor's other covenants, agreements, or obligations under any Secured Obligations, which default is not cured within the times and in the manner provided therein; (iv) failure to observe or perform any of Trustor's covenants, agreement or obligations under the Ground Lease, and (v) failure to make any payments or observe or perform any of Trustor's other covenants, agreements or obligations under any other debt instrument or regulatory agreement secured by the Property, which default is not cured within the time and in the manner provided therein.

Section 7.2 Acceleration of Maturity.

If an Event of Default has occurred and is continuing, then at the option of the

Beneficiary, the amount of any payment related to the Event of Default and all unpaid Secured Obligations are immediately due and payable, and no omission on the part of the Beneficiary to exercise such option when entitled to do so may be construed as a waiver of such right.

Section 7.3 The Beneficiary's Right to Enter and Take Possession.

If an Event of Default has occurred and is continuing, the Beneficiary may:

- (a) Either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court, and without regard to the adequacy of its security, enter upon the Property and take possession thereof (or any part thereof) and of any of the Security, in its own name or in the name of Trustee, and do any acts that it deems necessary or desirable to preserve the value or marketability of the Property, or part thereof or interest therein, increase the income therefrom or protect the security thereof. The entering upon and taking possession of the Security will not cure or waive any Event of Default or Notice of Sale (as defined in Section 7.3(c), below) hereunder or invalidate any act done in response to such Event of Default or pursuant to such Notice of Sale, and, notwithstanding the continuance in possession of the Security, Beneficiary will be entitled to exercise every right provided for in this Deed of Trust, or by law upon occurrence of any Event of Default, including the right to exercise the power of sale;
- (b) Commence an action to foreclose this Deed of Trust as a mortgage, appoint a receiver, or specifically enforce any of the covenants hereof;
- (c) Deliver to Trustee a written declaration of an Event of Default and demand for sale, and a written notice of default and election to cause Trustor's interest in the Security to be sold ("Notice of Sale"), which notice Trustee or Beneficiary shall cause to be duly filed for record in the Official Records of Contra Costa County; or
- (d) Exercise all other rights and remedies provided herein, in the instruments by which the Trustor acquires title to any Security, or in any other document or agreement now or hereafter evidencing, creating or securing the Secured Obligations.

Section 7.4 Foreclosure By Power of Sale.

Should the Beneficiary elect to foreclose by exercise of the power of sale herein contained, the Beneficiary shall deliver to the Trustee the Notice of Sale and shall deposit with Trustee this Deed of Trust which is secured hereby (and the deposit of which will be deemed to constitute evidence that the Secured Obligations are immediately due and payable), and such receipts and evidence of any expenditures made that are additionally secured hereby as Trustee may require.

- (a) Upon receipt of the Notice of Sale from the Beneficiary, Trustee shall cause to be recorded, published and delivered to Trustor such Notice of Sale as is then required by law and by this Deed of Trust. Trustee shall, without demand on Trustor, after the lapse of that amount of time as is then required by law and after recordation of such Notice of Sale as required by law, sell the Security, at the time and place of sale set forth in the Notice of Sale, whether as a whole or in separate lots or parcels or items, as Trustee deems expedient and in

such order as it determines, unless specified otherwise by the Trustor according to California Civil Code Section 2924g(b), at public auction to the highest bidder, for cash in lawful money of the United States payable at the time of sale. Trustee shall deliver to such purchaser or purchasers thereof its good and sufficient deed or deeds conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed or any matters of facts will be conclusive proof of the truthfulness thereof. Any person, including, without limitation, Trustor, Trustee or Beneficiary, may purchase at such sale.

(b) After deducting all reasonable costs, fees and expenses of Trustee, including costs of evidence of title in connection with such sale, Trustee shall apply the proceeds of sale to payment of: (i) the unpaid Principal amount of the Note; (ii) all other Secured Obligations owed to Beneficiary under the Loan Documents; (iii) all other sums then secured hereby; and (iv) the remainder, if any, to Trustor.

(c) Trustee may postpone sale of all or any portion of the Property by public announcement at such time and place of sale, and from time to time thereafter, and without further notice make such sale at the time fixed by the last postponement, or may, in its discretion, give a new Notice of Sale.

Section 7.5 Receiver.

If an Event of Default occurs and is continuing, Beneficiary, as a matter of right and without further notice to Trustor or anyone claiming under the Security, and without regard to the then value of the Security or the interest of Trustor therein, may apply to any court having jurisdiction to appoint a receiver or receivers of the Security (or a part thereof), and Trustor hereby irrevocably consents to such appointment and waives further notice of any application therefor. Any such receiver or receivers will have all the usual powers and duties of receivers in like or similar cases, and all the powers and duties of Beneficiary in case of entry as provided herein, and will continue as such and exercise all such powers until the date of confirmation of sale of the Security, unless such receivership is sooner terminated.

Section 7.6 Remedies Cumulative.

No right, power or remedy conferred upon or reserved to the Beneficiary by this Deed of Trust is intended to be exclusive of any other right, power or remedy, but each and every such right, power and remedy will be cumulative and concurrent and will be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law or in equity.

Section 7.7 No Waiver.

(a) No delay or omission of the Beneficiary to exercise any right, power or remedy accruing upon any Event of Default will exhaust or impair any such right, power or remedy, and may not be construed to be a waiver of any such Event of Default or acquiescence therein; and every right, power and remedy given by this Deed of Trust to the Beneficiary may be exercised from time to time and as often as may be deemed expeditious by the Beneficiary. Beneficiary's express or implied consent to breach, or waiver of, any obligation of the Trustor hereunder will not be deemed or construed to be a consent to any subsequent breach, or further waiver, of such obligation or of any other obligations of the Trustor hereunder. Failure on the

part of the Beneficiary to complain of any act or failure to act or to declare an Event of Default, irrespective of how long such failure continues, will not constitute a waiver by the Beneficiary of its right hereunder or impair any rights, power or remedies consequent on any Event of Default by the Trustor.

(b) If the Beneficiary (i) grants forbearance or an extension of time for the payment or performance of any Secured Obligation, (ii) takes other or additional security or the payment of any sums secured hereby, (iii) waives or does not exercise any right granted in the Loan Documents, (iv) releases any part of the Security from the lien of this Deed of Trust, or otherwise changes any of the terms, covenants, conditions or agreements in the Loan Documents, (v) consents to the granting of any easement or other right affecting the Security, or (vi) makes or consents to any agreement subordinating the lien hereof, any such act or omission will not release, discharge, modify, change or affect the original liability under this Deed of Trust, or any other obligation of the Trustor or any subsequent purchaser of the Security or any part thereof, or any maker, co-signer, endorser, surety or guarantor (unless expressly released); nor will any such act or omission preclude the Beneficiary from exercising any right, power or privilege herein granted or intended to be granted in any Event of Default then made or of any subsequent Event of Default, nor, except as otherwise expressly provided in an instrument or instruments executed by the Beneficiary, will the lien of this Deed of Trust be altered thereby.

Section 7.8 Suits to Protect the Security.

The Beneficiary has the power to (a) institute and maintain such suits and proceedings as it may deem expedient to prevent any impairment of the Security and the rights of the Beneficiary as may be unlawful or any violation of this Deed of Trust, (b) preserve or protect its interest (as described in this Deed of Trust) in the Security, and (c) restrain the enforcement of or compliance with any legislation or other governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement for compliance with such enactment, rule or order would impair the Security thereunder or be prejudicial to the interest of the Beneficiary.

Section 7.9 Trustee May File Proofs of Claim.

In the case of any receivership, insolvency, bankruptcy, reorganization, arrangement, adjustment, composition or other proceedings affecting the Trustor, its creditors or its property, the Beneficiary, to the extent permitted by law, will be entitled to file such proofs of claim and other documents as may be necessary or advisable in order to have the claims of the Beneficiary allowed in such proceedings and for any additional amount that becomes due and payable by the Trustor hereunder after such date.

Section 7.10 Waiver.

The Trustor waives presentment, demand for payment, notice of dishonor, notice of protest and nonpayment, protest, notice of interest on interest and late charges, and diligence in taking any action to collect any Secured Obligations or in proceedings against the Security, in connection with the delivery, acceptance, performance, default, endorsement or guaranty of this Deed of Trust.

ARTICLE 8
MISCELLANEOUS

Section 8.1 Amendments.

This Deed of Trust cannot be waived, changed, discharged or terminated orally, but only by an instrument in writing signed by Beneficiary and Trustor.

Section 8.2 Reconveyance by Trustee.

Upon written request of Beneficiary stating that all Secured Obligations have been paid or forgiven, and all obligations under the Loan Documents have been performed in full, and upon surrender of this Deed of Trust to Trustee for cancellation and retention, and upon payment by Trustor of Trustee's reasonable fees, Trustee shall reconvey the Security to Trustor, or to the person or persons legally entitled thereto.

Section 8.3 Notices.

If at any time after the execution of this Deed of Trust it becomes necessary or convenient for one of the parties hereto to serve any notice, demand or communication upon the other party, such notice, demand or communication must be in writing and is to be served personally or by depositing the same in the registered United States mail, return receipt requested, postage prepaid and (1) if intended for Beneficiary is to be addressed to:

County of Contra Costa
Department of Conservation and Development
30 Muir Road
Martinez, CA 94553
Attention: Assistant Deputy Director

and (2) if intended for Trustor is to be addressed to:

Richmond Hacienda, L.P.
c/o Mercy Housing California
1256 Market Street
San Francisco, CA 94102
Attn: Director of Real Estate Development

and

c/o Community Housing Development
Corporation of North Richmond
1535-A Third Street
Richmond, CA 94801

with a copy to:

Wincopin Circle LLLP
c/o Enterprise Community Asset Management

70 Corporate Center
11000 Broken Land Parkway, Suite 700
Columbia, MD 21044
Attention: General Counsel

with copy to:

Gallagher, Evelius & Jones LLP
218 N. Charles Street, Suite 400
Baltimore, Maryland 21201
Facsimile: (410) 468-2786
Attention: Kenneth S. Gross, Esq.

Any notice, demand or communication will be deemed given, received, made or communicated on the date personal delivery is effected or, if mailed in the manner herein specified, on the delivery date or date delivery is refused by the addressee, as shown on the return receipt. Either party may change its address at any time by giving written notice of such change to Beneficiary or Trustor as the case may be, in the manner provided herein, at least ten (10) days prior to the date such change is desired to be effective.

Section 8.4 Successors and Joint Trustors.

Where an obligation created herein is binding upon Trustor, the obligation also applies to and binds any transferee or successors in interest. Where the terms of the Deed of Trust have the effect of creating an obligation of the Trustor and a transferee, such obligation will be deemed to be a joint and several obligation of the Trustor and such transferee. Where Trustor is more than one entity or person, all obligations of Trustor will be deemed to be a joint and several obligation of each and every entity and person comprising Trustor.

Section 8.5 Captions.

The captions or headings at the beginning of each Section hereof are for the convenience of the parties and are not a part of this Deed of Trust.

Section 8.6 Invalidity of Certain Provisions.

Every provision of this Deed of Trust is intended to be severable. In the event any term or provision hereof is declared to be illegal or invalid for any reason whatsoever by a court or other body of competent jurisdiction, such illegality or invalidity will not affect the balance of the terms and provisions hereof, which terms and provisions will remain binding and enforceable. If the lien of this Deed of Trust is invalid or unenforceable as to any part of the debt, or if the lien is invalid or unenforceable as to any part of the Security, the unsecured or partially secured portion of the debt, and all payments made on the debt, whether voluntary or under foreclosure or other enforcement action or procedure, will be considered to have been first paid or applied to the full payment of that portion of the debt that is not secured or partially secured by the lien of this Deed of Trust.

Section 8.7 Governing Law.

This Deed of Trust is governed by the laws of the State of California.

Section 8.8 Gender and Number.

In this Deed of Trust the singular includes the plural and the masculine includes the feminine and neuter and vice versa, if the context so requires.

Section 8.9 Deed of Trust, Mortgage.

Any reference in this Deed of Trust to a mortgage also refers to a deed of trust and any reference to a deed of trust also refers to a mortgage.

Section 8.10 Actions.

Trustor shall appear in and defend any action or proceeding purporting to affect the Security.

Section 8.11 Substitution of Trustee.

Beneficiary may from time to time substitute a successor or successors to any Trustee named herein or acting hereunder to execute this Trust. Upon such appointment, and without conveyance to the successor trustee, the latter will be vested with all title, powers, and duties conferred upon any Trustee herein named or acting hereunder. Each such appointment and substitution is to be made by written instrument executed by Beneficiary, containing reference to this Deed of Trust and its place of record, which, when duly recorded in the proper office of the county or counties in which the Property is situated, will be conclusive proof of proper appointment of the successor trustee.

Section 8.12 Statute of Limitations.

The pleading of any statute of limitations as a defense to any and all obligations secured by this Deed of Trust is hereby waived to the full extent permissible by law.

Section 8.13 Acceptance by Trustee.

Trustee accepts this Trust when this Deed of Trust, duly executed and acknowledged, is made public record as provided by law. Except as otherwise provided by law, the Trustee is not obligated to notify any party hereto of a pending sale under this Deed of Trust or of any action or proceeding in which Trustor, Beneficiary, or Trustee is a party unless brought by Trustee.

Section 8.14 Tax Credit Provisions.

Notwithstanding anything to the contrary contained herein or in any documents secured by this Deed of Trust or contained in any subordination agreement, and to the extent applicable, the Beneficiary acknowledges and agrees that in the event of a foreclosure or deed-in-lieu of foreclosure (collectively, "Foreclosure") with respect to the Security encumbered by this Deed of Trust, the following rule contained in 26 U.S.C. Section 42(h)(6)(E)(ii), as amended, applies:

For a period of three (3) years from the date of Foreclosure, with respect to an existing tenant of any low-income unit, (i) such tenant may not be subject to eviction or termination of their tenancy (other than for good cause), (ii) nor may such tenant's gross rent with respect to such unit be increased, except as otherwise permitted under Section 42 of the Internal Revenue Code.

[signatures on following page]

IN WITNESS WHEREOF, Trustor has executed this Deed of Trust as of the day and year first above written.

RICHMOND HACIENDA, L.P.,
a California limited partnership

By: Richmond Hacienda GP LLC,
a California limited liability company,
its managing general partner

By: Mercy Housing Calwest,
a California nonprofit public benefit corporation,
its sole member/manager

By: _____
Name: _____
Its: _____

By: CHDC, Richmond Hacienda LLC,
a California limited liability company
its co-general partner

By: Community Housing Development Corporation of North Richmond,
a California nonprofit public benefit corporation,
its sole member/manager

By: _____
Name: _____
Its: _____

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

STATE OF CALIFORNIA)

COUNTY OF _____)

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

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

WITNESS my hand and official seal.

Name: _____
Notary Public

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

STATE OF CALIFORNIA)
)
COUNTY OF _____)

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

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

WITNESS my hand and official seal.

Name: _____
Notary Public

EXHIBIT A

LEGAL DESCRIPTION

The leasehold interest in the land referred to is situated in the County of Contra Costa, City of Richmond, State of California, and is described as follows:

Parcel 1 of that certain Map entitled "Parcel Map MS 755-19", recorded August 7th 2020, in Book 216 of Parcel Maps, at Pages 26 and 27, Contra Costa County Official Records.

APN: 534-370-028

PROMISSORY NOTE
(Hacienda Heights)
(CDBG Loan)

\$1,800,000

Martinez, California
May ____, 2021

FOR VALUE RECEIVED, the undersigned Richmond Hacienda, L.P., a California limited partnership ("Borrower") hereby promises to pay to the order of the County of Contra Costa, a political subdivision of the State of California ("Holder"), the principal amount of [up to One Million Eight Hundred Thousand Dollars (\$1,800,000)] plus interest thereon pursuant to Section 2 below.

All capitalized terms used but not defined in this Note have the meanings set forth in the Development Loan Agreement between Borrower and Holder of even date herewith (the "Loan Agreement").

1. Borrower's Obligation. This promissory note (the "Note") evidences Borrower's obligation to repay Holder the principal amount of [up to One Million Eight Hundred Thousand Dollars (\$1,800,000)] with interest for the funds loaned to Borrower by Holder to finance the rehabilitation of the Development pursuant to the Development Loan Agreement.

2. Interest.

(a) Subject to the provisions of Subsection (b) below, the Loan bears simple interest at a rate of three percent (3%) per annum from the date of disbursement until full repayment of the principal balance of the Loan.

(b) If an Event of Default occurs, interest will accrue on all amounts due under this Note at the Default Rate until such Event of Default is cured by Borrower or waived by Holder.

3. Term and Repayment Requirements. Principal and interest under this Note is due and payable as set forth in Section 2.8 of the Loan Agreement. The unpaid principal balance hereunder, together with accrued interest thereon, is due and payable no later than the date that is the fifty-fifth (55th) anniversary of the Permanent Conversion; provided, however, if a record of the Permanent Conversion cannot be located or established, the Loan is due and payable on the fifty-seventh (57th) anniversary of the date of this Note.

4. No Assumption. This Note is not assumable by the successors and assigns of Borrower without the prior written consent of Holder, except as provided in the Loan Agreement.

5. Security. This Note, with interest, is secured by the Deed of Trust. Upon execution, the Deed of Trust will be recorded in the official records of Contra Costa County, California. Upon recordation of the Deed of Trust, this Note will become nonrecourse to

Borrower, pursuant to and except as provided in Section 2.10 of the Loan Agreement which Section 2.10 is hereby incorporated into this Note. The terms of the Deed of Trust are hereby incorporated into this Note and made a part hereof.

6. Terms of Payment.

(a) Borrower shall make all payments due under this Note in currency of the United States of America to Holder at Department of Conservation and Development, 30 Muir Road, Martinez, CA 94553, Attention: Assistant Deputy Director, or to such other place as Holder may from time to time designate.

(b) All payments on this Note are without expense to Holder. Borrower shall pay all costs and expenses, including re-conveyance fees and reasonable attorney's fees of Holder, incurred in connection with the enforcement of this Note and the release of any security hereof.

(c) Notwithstanding any other provision of this Note, or any instrument securing the obligations of Borrower under this Note, if, for any reason whatsoever, the payment of any sums by Borrower pursuant to the terms of this Note would result in the payment of interest that exceeds the amount that Holder may legally charge under the laws of the State of California, then the amount by which payments exceed the lawful interest rate will automatically be deducted from the principal balance owing on this Note, so that in no event is Borrower obligated under the terms of this Note to pay any interest that would exceed the lawful rate.

(d) The obligations of Borrower under this Note are absolute and Borrower waives any and all rights to offset, deduct or withhold any payments or charges due under this Note for any reason whatsoever.

7. Event of Default; Acceleration.

(a) Upon the occurrence of an Event of Default, the entire unpaid principal balance, together with all interest thereon, and together with all other sums then payable under this Note and the Deed of Trust will, at the option of Holder, become immediately due and payable without further demand.

(b) Holder's failure to exercise the remedy set forth in Subsection 7(a) above or any other remedy provided by law upon the occurrence of an Event of Default does not constitute a waiver of the right to exercise any remedy at any subsequent time in respect to the same or any other Event of Default. The acceptance by Holder of any payment that is less than the total of all amounts due and payable at the time of such payment does not constitute a waiver of the right to exercise any of the foregoing remedies or options at that time or at any subsequent time, or nullify any prior exercise of any such remedy or option, without the express consent of Holder, except as and to the extent otherwise provided by law.

8. Waivers.

(a) Borrower hereby waives diligence, presentment, protest and demand, and notice of protest, notice of demand, notice of dishonor and notice of non-payment of this Note. Borrower expressly agrees that this Note or any payment hereunder may be extended from time to time, and that Holder may accept further security or release any security for this Note, all without in any way affecting the liability of Borrower.

(b) Any extension of time for payment of this Note or any installment hereof made by agreement of Holder with any person now or hereafter liable for payment of this Note must not operate to release, discharge, modify, change or affect the original liability of Borrower under this Note, either in whole or in part.

9. Miscellaneous Provisions.

(a) All notices to Holder or Borrower are to be given in the manner and at the addresses set forth in the Loan Agreement, or to such addresses as Holder and Borrower may therein designate.

(b) Borrower promises to pay all costs and expenses, including reasonable attorney's fees, incurred by Holder in the enforcement of the provisions of this Note, regardless of whether suit is filed to seek enforcement.

(c) This Note is governed by the laws of the State of California.

(d) The times for the performance of any obligations hereunder are to be strictly construed, time being of the essence.

(e) The Loan Documents, of which this Note is a part, contain the entire agreement between the parties as to the Loan. This Note may not be modified except upon the written consent of the parties.

signature on following page

IN WITNESS WHEREOF, Borrower is executing this Promissory Note as of the day and year first above written.

RICHMOND HACIENDA, L.P.,
a California limited partnership

By: Richmond Hacienda GP LLC,
a California limited liability company,
its managing general partner

By: Mercy Housing Calwest,
a California nonprofit public benefit corporation,
its sole member/manager

By: _____
Name: _____
Its: _____

By: CHDC, Richmond Hacienda LLC,
a California limited liability company
its co-general partner

By: Community Housing Development Corporation of North Richmond,
a California nonprofit public benefit corporation,
its sole member/manager

By: _____
Name: _____
Its: _____

RECORDING REQUESTED PURSUANT
AND WHEN RECORDED MAIL TO:

Contra Costa County
Department of Conservation and Development
30 Muir Road
Martinez, CA 94553
Attn: Assistant Deputy Director

No fee for recording pursuant to
Government Code Section 27383 and 27388.1

SUBORDINATION AND INTERCREDITOR AGREEMENT

(Hacienda Heights)

This Subordination and Intercreditor Agreement (the "Agreement") is dated May ____, 2021, and is among the Housing Authority of the City of Richmond, a public body corporate and politic (the "Housing Authority"), the County of Contra Costa, a political subdivision of the State of California (the "County"), and Richmond Hacienda, L.P., a California limited partnership ("Borrower"), with reference to the following facts:

RECITALS

A. Defined terms used but not defined in these recitals are as defined in Section 1 of this Agreement.

B. The Housing Authority is the owner of that certain real property located at 1300 Roosevelt Avenue, in Richmond, California as more particularly described in Exhibit A (the "Property"). Concurrently herewith Borrower is entering into a ground lease with the Housing Authority, under which Borrower is leasing the Property from the Housing Authority for a term of ninety-nine (99) years pursuant to a ground lease dated May __, 2021, (the "Ground Lease") and thereby acquiring a leasehold interest in the Property for ninety-nine (99) years (the "Leasehold Interest"). A memorandum of ground lease will be recorded against the Property in the Office of the Recorder of the County of Contra Costa that provides notice of the existence of the Ground Lease.

C. The Property has been improved with one hundred and fifty (150) units of housing and related improvements (the "Existing Improvements"). Borrower is buying the Existing Improvements from the Housing Authority pursuant to a purchase and sale agreement dated September 23, 2020 (the "Purchase and Sale Agreement"). Borrower intends to rehabilitate the Existing Improvements into an affordable housing development with one hundred forty-eight (148) units available for rental to extremely low-, very low-, and low-income senior households, two (2) manager's units, and attendant site improvements (collectively, the "Improvements"). Together, (i) the Leasehold Interest, (ii) Borrower's fee interest in the Existing Improvements, and (iii) and (ii) Borrower's fee interest in the Improvements, are the "Development."

D. The County has received Community Development Block Grant Program ("CDBG") funds from the United States Department of Housing and Urban Development ("HUD") under Title I of the Housing and Community Development Act of 1974, as amended ("CDBG Funds"). The County has agreed to provide a loan of CDBG Funds to Borrower in the amount of [up to One Million Eight Hundred Thousand Dollars (\$1,800,000)] (the "County Loan").

E. The County Loan is evidenced by the following documents: (i) a Development Loan Agreement between the County and Borrower of even date herewith (the "County Loan Agreement"), (ii) a promissory note executed by Borrower for the benefit of the County in the amount of the County Loan (the "County Note"), (iii) a Leasehold Deed of Trust with Assignment of Rents, Security Agreement, and Fixture Filing of even date herewith among Borrower, as trustor, Old Republic Title Company, as trustee, and the County, as beneficiary, recorded against the Development concurrently herewith (the "County Deed of Trust"), and (iv) a Regulatory Agreement and Declaration of Restrictive Covenants of even date herewith, between the County and Borrower recorded against the Development concurrently herewith (the "County Regulatory Agreement"). The County Deed of Trust and the County Regulatory Agreement are collectively referred to as the "County Recorded Documents."

F. The Housing Authority has agreed to provide a seller carry-back loan to Borrower in the amount of [Three Million One Hundred Nineteen Thousand Two Hundred Seventy-Six Dollars (\$3,119,276)] (the "Housing Authority Loan").

G. The Housing Authority Loan is evidenced by the following documents (among others): (i) the Purchase and Sale Agreement; (ii) a Leasehold Deed of Trust with Assignment of Rents and Security Agreement executed by Borrower for the benefit of the Housing Authority recorded against the Development concurrently herewith (the "Housing Authority Deed of Trust"); and (iii) a Promissory Note executed by Borrower for the benefit of the Housing Authority in the amount of the Housing Authority Loan (the "Housing Authority Note"). In connection with the Ground Lease, the Housing Authority and Borrower have entered into a Regulatory Agreement and Declaration of Restrictive Covenants, recorded against the Development concurrently herewith (the "Housing Authority Regulatory Agreement"), The Housing Authority Deed of Trust and the Housing Authority Regulatory Agreement are collectively referred to as the "Housing Authority Recorded Documents."

H. The Housing Authority and the County desire (i) that the Housing Authority Recorded Documents and the County Recorded Documents have the relative priority set forth below, and (iii) to divide the Lenders' Share of Residual Receipts, as described herein.

NOW, THEREFORE, the Parties agree as follows:

AGREEMENT

1. Definitions. The following terms have the following meanings:

(a) "Annual County Loan Payment" has the meaning in Section 2(a).

2(b). (b) "Annual Housing Authority Loan Payment" has the meaning in Section

(c) "Annual Operating Expenses" means for each calendar year, the following costs reasonably and actually incurred for operation and maintenance of the Development:

- i. ground rent payments in the amount set forth in the Ground Lease;
- ii. property taxes and assessments imposed on the Development;
- iii. debt service currently due on a non-optional basis (excluding debt service due from residual receipts or surplus cash of the Development) on the Permanent Bank Loan;
- iv. on-site service provider fees for tenant social services, provided the County and Housing Authority have approved, in writing, the plan and budget for such services before such services begin;
- v. fees paid to the Issuer with respect to the Bonds;
- vi. payment to HCD of a portion of the accrued interest on the HCD MHP Loan pursuant to California Code of Regulations, Title 25, Section 7308;
- vii. property management fees and reimbursements, on-site property management office expenses, and salaries of property management and maintenance personnel, not to exceed amounts that are standard in the industry and which are pursuant to a management contract approved by the County and the Housing Authority;
- viii. the Partnership/Asset Fee;
- ix. fees for accounting, audit, and legal services incurred by Borrower's general partner in the asset management of the Development, not to exceed amounts that are standard in the industry, to the extent such fees are not included in the Partnership/Asset Fee;
- x. premiums for insurance required for the Improvements to satisfy the requirements of any lender of Approved Financing;
- xi. utility services not paid for directly by tenants, including water, sewer, and trash collection;
- xii. maintenance and repair expenses and services;
- xiii. any annual license or certificate of occupancy fees required for operation of the Development;
- xiv. security services;

- xv. advertising and marketing;
- xvi. cash deposited into the Replacement Reserve Account in the amount set forth in Section 4.1(a) of the County Loan Agreement;
- xvii. cash deposited into the Operating Reserve Account to maintain the amount set forth in Section 4.1(b) of the County Loan Agreement (excluding amounts deposited to initially capitalize the account);
- xviii. extraordinary operating costs specifically approved in writing by the County and the Housing Authority;
- xix. payments of deductibles in connection with casualty insurance claims not normally paid from reserves, the amount of uninsured losses actually replaced, repaired or restored, and not normally paid from reserves, and other ordinary and reasonable operating expenses approved in writing by the County and the Housing Authority and not listed above.

Annual Operating Expenses do not include the following: depreciation, amortization, depletion or other non-cash expenses, initial deposits to capitalize a reserve account, any amount expended from a reserve account, and any capital cost associated with the Development.

(d) "Approved Development Budget" means the proforma development budget, including sources and uses of funds, as approved by the County, and attached as Exhibit B to the County Loan Agreement.

(e) "Approved Financing" means all of the following loans, grants, equity, and operating subsidy obtained by Borrower and approved by the County and the Housing Authority for the purpose of financing the acquisition of the Leasehold Interest and construction of the Improvements in addition to the County Loan and the Housing Authority Loan:

- i. multi-family housing revenue tax exempt bonds in the approximate amount of Thirty-Seven Million Four Hundred Fifty-Two Thousand Six Hundred Five Dollars (\$37,452,605) issued by the California Municipal Finance Authority that are purchased by the Bank and the sale proceeds of which are loaned to Borrower (the "Bank Tax-Exempt Construction Loan") which will convert to a permanent loan in the amount of Fourteen Million Three Hundred Sixty-Seven Thousand Dollars (\$14,367,000) (the "Permanent Bank Loan");

- ii. a taxable construction loan from the Bank in the approximate amount of Eighteen Million Four Hundred Thirty-Two Thousand Two Hundred Sixty Dollars (\$18,432,260) (the "Bank Taxable Construction Loan");

- iii. permanent loan of Multifamily Housing Program funds from the California Department of Housing and Community Development ("HCD") in the approximate amount of Sixteen Million Nine Hundred Forty-Nine Thousand Eight Hundred Five Dollars (\$16,949,805) (the "MHP HCD Loan");

iv. construction/permanent loan from Mercy in the approximate amount of Seven Million Dollars (\$7,000,000) (the "Sponsor Loan");

v. Low Income Housing Tax Credit investor equity funds in the approximate amount of Thirty-Three Million Two Hundred Eighty-Seven Thousand Five Hundred Forty-Five Dollars (\$33,287,545) (the "Tax Credit Investor Equity") provided by the Investor Limited Partner; and

vi. capital contribution from Borrower's general partner in the approximate amount of One Hundred Dollars (\$100) (the "GP Capital Contribution").

(f) "Bank" means JP Morgan Chase Bank, N.A., and its successors and assigns.

(e)(ii). (g) "Bank Taxable Construction Loan" has the meaning set forth in Section 1

(h) "Bank Tax-Exempt Construction Loan" has the meaning set forth in Section 1(e)(i).

(i) "Borrower" has the meaning set forth in the first paragraph of this Agreement.

(j) "CDBG" has the meaning set forth in Paragraph D of the Recitals.

(k) "CDBG Funds" has the meaning set forth in Paragraph D of the Recitals.

(l) "City" means the City of Richmond, California, a municipal corporation.

(m) "County Loan" has the meaning set forth in Paragraph D of the Recitals.

(n) "Completion Date" means the date a final certificate of occupancy, or equivalent document is issued by the City to certify that the Development may be legally occupied.

(o) "County" has the meaning set forth in the first paragraph of this Agreement.

(p) "County Additional Prorata Share" means the result obtained by dividing County Loan by the sum of the County Loan and the Housing Authority Loan.

(q) "County Deed of Trust" has the meaning set forth in Paragraph E of the Recitals.

(r) "County Loan Agreement" has the meaning set forth in Paragraph E of the Recitals.

(s) "County Loan Prorata Percentage" means the result, expressed as a percentage, obtained by dividing the County Loan, by the sum of the County Loan, the Housing Authority Loan, and the MHP HCD Loan, to the extent such loan funds are disbursed.

- (t) "County Note" has the meaning set forth in Paragraph E of the Recitals.
- (u) "County Recorded Documents" has the meaning set forth in Paragraph E of the Recitals.
- (v) "County Regulatory Agreement" has the meaning set forth in Paragraph E of the Recitals.
- (w) "Default Rate" means a rate of interest equal to the lesser of the maximum rate permitted by law and ten percent (10%) per annum.
- (x) "Development" has the meaning set forth in Paragraph C of the Recitals.
- (y) "Enforcing Party" has the meaning set forth in Section 7 below.
- (z) "Existing Improvements" has the meaning set forth in Paragraph C of the Recitals.
- (aa) "Fifteen Year Compliance Period" means the fifteen (15)-year compliance period as described in Section 42(i)(1) of the Internal Revenue Code of 1986, as amended.
- (bb) "Final Cost Certification" means the Final Cost Certification Sources and Uses of Funds prepared by Borrower for the Development that (1) Borrower submits to the California Tax Credit Allocation Committee, and (2) has been prepared using generally accepted accounting standards in effect in the United States of America from time to time, consistently applied.
- (cc) "Final Development Cost" means the total of the cost of acquisition of the Leasehold Interest and construction of the Improvements as shown on the Final Cost Certification.
- (dd) "Foreclosure Net Proceeds" means the proceeds that result from a foreclosure, or any other action, whether judicial or non-judicial, less (i) all amounts paid to any senior lien holder, and (ii) expenses incurred by a lender that is a Party to this Agreement in connection with such foreclosure or other action.
- (ee) "GP Capital Contribution" has the meaning set forth in Section 1(e)(vi).
- (ff) "Gross Revenue" means for each calendar year, all revenue, income, receipts, and other consideration actually received from the operation and leasing of the Development. Gross Revenue includes, but is not limited to:
 - i. all rents, fees and charges paid by tenants;
 - ii. Section 8 payments and other rental or operating subsidy payments received for the dwelling units;

- iii. deposits forfeited by tenants;
- iv. all cancellation fees;
- v. price index adjustments and any other rental adjustments to leases or rental agreements;
- vi. net proceeds from vending and laundry room machines;
- vii. the proceeds of business interruption or similar insurance not paid to senior lenders;
- viii. the proceeds of casualty insurance not used to rebuild the Development and not paid to senior lenders; and
- ix. condemnation awards for a taking of part or all of the Development for a temporary period.

Gross Revenue does not include tenants' security deposits, loan proceeds, unexpended amounts (including interest) in any reserve account, required deposits to reserve accounts, capital contributions or similar advances.

- (gg) "Ground Lease" has the meaning set forth in Paragraph B of the Recitals.
- (hh) "HCD" has the meaning set forth in Section 1(e)(iii).
- (ii) "Housing Authority" has the meaning set forth in the first paragraph of this Agreement.
- (jj) "Housing Authority Additional Prorata Share" means the result obtained by dividing Housing Authority Loan by the sum of the County Loan and the Housing Authority Loan.
- (kk) "Housing Authority Deed of Trust" has the meaning set forth in Paragraph G of the Recitals.
- (ll) "Housing Authority Loan" has the meaning set forth in Paragraph F of the Recitals.
- (mm) "Housing Authority Note" has the meaning set forth in Paragraph G of the Recitals.
- (nn) "Housing Authority Loan Prorata Percentage" means the result, expressed as a percentage, obtained by dividing the Housing Authority Loan by the sum of the Housing Authority Loan, the County Loan, and the MHP HCD Loan, to the extent such loan funds are disbursed.
- (oo) "Housing Authority Recorded Documents" has the meaning set forth in

Paragraph G of the Recitals.

(pp) "Housing Authority Regulatory Agreement" has the meaning set forth in Paragraph G of the Recitals.

(qq) "HUD" has the meaning set forth in Paragraph D of the Recitals.

(rr) "Improvements" has the meaning set forth in Paragraph C of the Recitals.

(ss) "Investor Limited Partner" means, Wincopin Circle LLLP, and its permitted successors and assigns.

(tt) "Leasehold Interest" has the meaning set forth in Paragraph B of the Recitals.

(uu) "Lenders' Share of Residual Receipts" means fifty percent (50%) of Residual Receipts.

(vv) "Mercy" means Mercy Housing California, a California nonprofit public benefit corporation.

(ww) "MHP HCD Loan" has the meaning set forth in Section 1.1(e)(v).

(xx) "Net Proceeds of Permanent Financing" means the amount by which Permanent Financing exceeds the Final Development Costs.

(yy) "Party(ies)" means the Housing Authority, the County, and/or Borrower.

(zz) "Partnership Agreement" means the agreement between Borrower's general partner and the Investor Limited Partner that governs the operation and organization of Borrower as a California limited partnership.

(aaa) "Partnership/Asset Fee" means (i) partnership management fees (including any asset management fees) payable pursuant to the Partnership Agreement to any partner of Borrower, if any, during the Fifteen Year Compliance Period, and (ii) after the expiration of the Fifteen Year Compliance Period asset management fees payable to Borrower or any partner of Borrower, in the amounts approved by the County as set forth in Section 3.19 of the County Loan Agreement.

(bbb) "Permanent Bank Loan" has the meaning set forth in Section 1(e)(ii).

(ccc) "Permanent Conversion" means the date the Bank Tax-Exempt Construction Loan converts to the Bank Permanent Loan and the MHP HCD Loan closes.

(ddd) "Permanent Financing" means the sum of the following amounts: (i) the County Loan; (ii) the Housing Authority Loan; (iii) the Permanent Bank Loan; (iv) the MHP HCD Loan; (v) the Sponsor Loan; (vi) the Tax Credit Investor Equity; and (vii) the GP Capital Contribution.

(eee) "Prepayment Amount" means the amount of funds Borrower intends to use to prepay the Housing Authority Loan and the County Loan.

(fff) "Property" has the meaning set forth in Paragraph B of the Recitals.

(ggg) "Purchase and Sale Agreement" has the meaning set forth in Paragraph C of the Recitals.

(hhh) "Residual Receipts" means for each calendar year, the amount by which Gross Revenue exceeds Annual Operating Expenses.

(iii) "Sponsor Loan" has the meaning set forth in Section 1(e)(iv).

(jjj) "Statement of Residual Receipts" means an itemized statement of Residual Receipts.

(kkk) "Tax Credit Investor Equity" has the meaning set forth in Section 1(e)(v).

(lll) "Term" means the period of time that commences on the date of this Agreement, and expires, unless sooner terminated in accordance with this Agreement, on the fifty-fifth (55th) anniversary of the Permanent Conversion; provided, however, if a record of the Permanent Conversion cannot be located or established, the Term will expire on the fifty-seventh (57th) anniversary of this Agreement.

2. Annual Payments to County and Housing Authority.

(a) County Loan.

i. Commencing on June 1, 2024, and on June 1 of each year thereafter during the Term, Borrower shall make a loan payment to the County in an amount equal to the County Loan Prorata Percentage of the Lenders' Share of Residual Receipts (each such payment, an "Annual County Loan Payment"). The County shall apply all Annual County Loan Payments to the County Loan as follows: (1) first, to accrued interest, and (2) second, to principal.

ii. Borrower shall repay the County Loan pursuant to the terms of the County Loan Agreement and the County Note. In the event of any conflict between the repayment terms and provisions of the County Loan Agreement and this Agreement, the provisions of this Agreement apply. The County may not consent to any amendment or waiver of the terms of the County Loan Agreement or the County Note if such amendment or waiver could reasonably be deemed to materially adversely affect the Housing Authority, without the Housing Authority's prior written approval, which the Housing Authority may withhold in its sole discretion.

(b) Housing Authority Loan.

i. Commencing on June 1, 2024, and on June 1 of each year

thereafter during the Term, Borrower shall make a loan payment to the Housing Authority in an amount equal to the Housing Authority Loan Prorata Percentage of the Lenders' Share of Residual Receipts (each such payment, an "Annual Housing Authority Loan Payment"). The Housing Authority shall apply all Annual Housing Authority Loan Payments to the Housing Authority Loan as follows: (1) first, to accrued interest, and (2) second, to principal for the Housing Authority Loan.

ii. Borrower shall repay the Housing Authority Loan pursuant to the terms of the Housing Authority Note. In the event of any conflict between the repayment terms of the Housing Authority Note and this Agreement, the provisions of this Agreement apply. The Housing Authority may not consent to any amendment or waiver of the terms of the Housing Authority Note, if such amendment or waiver could reasonably be deemed to materially adversely affect the County, without the County's prior written approval, which the County may withhold in its sole discretion.

3. Special Repayment from Net Proceeds of Permanent Financing.

(a) No later than ten (10) days after the date Borrower receives its final capital contribution from the Investor Limited Partner, subject to any HCD requirements, Borrower shall pay to the County as a special repayment of the County Loan, an amount equal to the result obtained by multiplying the County Additional Prorata Share by the Net Proceeds of Permanent Financing.

(b) No later than ten (10) days after the date Borrower receives its final capital contribution from the Investor Limited Partner, subject to any HCD requirements, Borrower shall pay to the Housing Authority as a special repayment of the Housing Authority Loan, an amount equal to the result obtained by multiplying the Housing Authority Additional Prorata Share by the Net Proceeds of Permanent Financing.

(c) No later than one hundred eighty (180) days following completion of construction of the Development, Borrower shall submit to the County and the Housing Authority a preliminary calculation of the Net Proceeds of Permanent Financing and a draft of the Final Cost Certification. The County and the Housing Authority shall approve or disapprove Borrower's determination of the amount of the Net Proceeds of Permanent Financing in writing within thirty (30) days of receipt. If Borrower's determination is disapproved by the County or the Housing Authority, Borrower shall re-submit documentation to the County and the Housing Authority until approval of the County and the Housing Authority is obtained.

4. Prepayment. Borrower may prepay the County Loan and the Housing Authority Loan at any time without premium or penalty, provided that Borrower shall prepay both the County Loan and the Housing Authority Loan concurrently. The prepayment of the Housing Authority Loan must be equal to the result obtained by multiplying the Housing Authority Additional Prorata Share by the Prepayment Amount, and prepayment of the County Loan must be equal to the result obtained by multiplying the County Additional Prorata Share by the Prepayment Amount.

5. Reports and Accounting of Residual Receipts.

(a) Annual Reports. In connection with the Annual County Loan Payment and the Annual Housing Authority Loan Payment, Borrower shall furnish to the Housing Authority and the County:

i. The Statement of Residual Receipts for the relevant period. The first Statement of Residual Receipts will cover the period that begins on January 1, 2023 and ends on December 31 of that same year. Subsequent statements of Residual Receipts will cover the twelve-month period that ends on December 31 of each year;

ii. A statement from the independent public accountant that audited Borrower's financial records for the relevant period, which statement must confirm that Borrower's calculation of the Lender's Share of Residual Receipts is accurate based on Operating Income and Annual Operating Expenses; and

iii. Any additional documentation reasonably required by the County or the Housing Authority to substantiate Borrower's calculation of Lender's Share of Residual Receipts.

(b) Books and Records. Borrower shall keep and maintain at the principal place of business of Borrower set forth in Section 12 below, or elsewhere with the written consent of the County and the Housing Authority, full, complete and appropriate books, record and accounts relating to the Development, including all books, records and accounts necessary or prudent to evidence and substantiate in full detail Borrower's calculation of Residual Receipts and disbursements of Residual Receipts. Borrower shall cause all books, records and accounts relating to its compliance with the terms, provisions, covenants and conditions of this Agreement to be kept and maintained in accordance with generally accepted accounting principles consistently applied, and to be consistent with requirements of this Agreement, which provide for the calculation of Residual Receipts on a cash basis. Borrower shall cause all books, records, and accounts to be open to and available for inspection by the County and the Housing Authority, their auditors or other authorized representatives at reasonable intervals during normal business hours. Borrower shall cause copies of all tax returns and other reports that Borrower may be required to furnish to any government agency to be open for inspection by the County and the Housing Authority at all reasonable times at the place that the books, records and accounts of Borrower are kept. Borrower shall preserve records on which any statement of Residual Receipts is based for a period of not less than five (5) years after such statement is rendered, and for any period during which there is an audit undertaken pursuant to subsection (c) below then pending.

(c) County and Housing Authority Audits.

i. The receipt by the County or the Housing Authority of any statement pursuant to subsection (a) above or any payment by Borrower or acceptance by the County or the Housing Authority of any loan repayment for any period does not bind the County or the Housing Authority as to the correctness of such statement or such payment. The County or the Housing Authority or any designated agent or employee of the County or the Housing Authority is entitled at any time to audit the Residual Receipts and all books, records, and

accounts pertaining thereto. The County and/or the Housing Authority may conduct such audit during normal business hours at the principal place of business of Borrower and other places where records are kept. Immediately after the completion of an audit, the County or the Housing Authority, as the case may be, shall deliver a copy of the results of the audit to Borrower.

ii. If it is determined as a result of an audit that there has been a deficiency in a loan repayment to the County and/or the Housing Authority, then such deficiency will become immediately due and payable, with interest at the Default Rate from the date the deficient amount should have been paid. In addition, if the audit determines that Residual Receipts have been understated for any year by the greater of (i) \$2,500, and (ii) an amount that exceeds five percent (5%) of the Residual Receipts, then, in addition to paying the deficiency with interest, Borrower shall pay all of the costs and expenses connected with the audit and review of Borrower's accounts and records incurred by the County and/or the Housing Authority.

6. Lien Priority.

(a) The County and the Housing Authority agree that the County Recorded Documents and Housing Authority Recorded Documents will be recorded against the Development in the official records of Contra Costa County in the following order:

- i. Housing Authority Regulatory Agreement
- ii. County Regulatory Agreement
- iii. Housing Authority Deed of Trust
- iv. County Deed of Trust

(b) Notwithstanding the fact that the Housing Authority Deed of Trust is recorded prior to the County Deed of Trust, the Housing Authority and the County agree that the Housing Authority Deed of Trust and the County Deed of Trust are equal in lien priority.

7. Notice of Default.

(a) The County and the Housing Authority shall each notify the other promptly upon declaring a default or learning of the occurrence of any event of default, or any event which with the lapse of time would become an event of default, under its respective loan documents for the Housing Authority Loan and the County Loan.

(b) The Housing Authority and the County agree not to make a demand for payment from Borrower or accelerate the Housing Authority Note or the County Note, as the case may be, or commence enforcement of any of the rights and remedies under the Housing Authority Deed of Trust or the County Deed of Trust, as the case may be, until the date that is five (5) business days following delivery of written notice by the Party enforcing its rights (the "Enforcing Party") to the other Party stating that a "default" (as defined in the relevant Deed of Trust) has occurred and is continuing and that the Enforcing Party is requesting the other Party's assistance in foreclosure pursuant to Section 8.

8. Cooperation in Foreclosure.

(a) If there is a default under the Housing Authority Loan and/or the County

Loan, after expiration of any applicable cure periods, the Party who is the lender on the defaulted loan shall cooperate with the other lender that is a Party to this Agreement to coordinate any foreclosure proceedings or other appropriate remedies.

(b) Neither the County nor the Housing Authority may contest the validity, perfection, priority, or enforceability of the lien granted to the other Party by a deed of trust secured by the Development. Notwithstanding any failure of a Party to perfect its lien on the Development or any other defect in the security interests or obligations owing to such Party, the priority and rights as between the lenders that are Parties to this Agreement are as set forth in this Agreement.

9. Foreclosure Proceeds. If there is a foreclosure, or any other action, whether judicial or nonjudicial, under any or both of the Housing Authority Deed of Trust and the County Deed of Trust (including the giving of a deed in lieu of foreclosure), the proceeds resulting from such foreclosure or action will be first used to pay (i) all amounts paid to any senior lien holder, and (ii) expenses incurred by the County, the Housing Authority, or both, in connection with such foreclosure or other action. After such payments (i) the Housing Authority is entitled to the result obtained by multiplying the Housing Authority Additional Prorata Share by the Foreclosure Net Proceeds, and (ii) the County is entitled to the result obtained by multiplying the County Additional Prorata Share by the Foreclosure Net Proceeds.

10. Insurance and Condemnation Proceeds. If, as a result of having made the Housing Authority Loan and the County Loan, the Housing Authority and County are entitled to insurance or condemnation proceeds, they will share such proceeds as follows: (i) the Housing Authority is entitled to the result obtained by multiplying the Housing Authority Additional Prorata Share by the available proceeds, and (ii) the County is entitled to the result obtained by multiplying the County Additional Prorata Share by the available proceeds.

11. Title to Development. If, as a result of having made the Housing Authority Loan and the County Loan, either the Housing Authority or the County is entitled to title to the Development as a consequence of Borrower's default, the Housing Authority shall not terminate the Ground Lease and the fee interest in the Property and the Leasehold Estate must not merge. Title to the Leasehold Estate and to the Improvements will be held in tenancy in common by the Housing Authority and the County in accordance with their respective prorata share of the Foreclosure Net Proceeds. Subsequent decisions to hold or sell the Improvements will be made by joint decision of the Housing Authority and the County.

12. Notices. All notices required or permitted by any provision of this Agreement must be in writing and sent by registered or certified mail, postage prepaid, return receipt requested, or delivered by express delivery service, return receipt requested, or delivered personally, to the principal office of the Parties as follows:

Housing Authority:	Housing Authority of the City of Richmond 330 24 th Street, Richmond California 94804 Attn: Executive Director
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County: County of Contra Costa
Department of Conservation and Development
30 Muir Road
Martinez, California 94553
Attention: Assistant Deputy Director

Borrower: Richmond Hacienda, L.P.
c/o Mercy Housing California
1256 Market Street
San Francisco, CA 94102
Attn: Director of Real Estate Development

and

c/o Community Housing Development
Corporation of North Richmond
1535-A Third Street
Richmond, CA 94801

Investor Limited
Partner:

Wincopin Circle LLLP
c/o Enterprise Community Asset Management
70 Corporate Center
11000 Broken Land Parkway, Suite 700
Columbia, MD 21044
Attention: General Counsel

with a copy to:

Gallagher, Evelius & Jones LLP
218 N. Charles Street, Suite 400
Baltimore, Maryland 21201
Facsimile: (410) 468-2786
Attention: Kenneth S. Gross, Esq.

Such written notices, demands, and communications may be sent in the same manner to such other addresses as the affected Party may from time to time designate as provided in this Section. Receipt will be deemed to have occurred on the date marked on a written receipt as the date of delivery or refusal of delivery (or attempted delivery if undeliverable).

13. Titles. Any titles of the sections or subsections of this Agreement are inserted for convenience of reference only and are to be disregarded in interpreting any part of the Agreement's provisions.

14. California Law. This Agreement is governed by the laws of the State of California.

15. Severability. If any term of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions will continue in

full force and effect unless the rights and obligations of the Parties have been materially altered or abridged by such invalidation, voiding or unenforceability.

16. Legal Actions. If any legal action is commenced to interpret or to enforce the terms of this Agreement or to collect damages as a result of any breach of this Agreement, then the Party prevailing in any such action shall be entitled to recover against the Party not prevailing all reasonable attorneys' fees and costs incurred in such action.

17. Entire Agreement. This Agreement constitutes the entire understanding and agreement of the Parties with respect to: (i) the order of recordation of the Housing Authority Recorded Documents and the County Recorded Documents, (ii) the co-equal lien priority of the County Deed of Trust and the Housing Authority Deed of Trust, (iii) the distribution of proceeds upon foreclosure of or other remedies under the County Deed of Trust and the Housing Authority Deed of Trust, and (iv), the division of the Lenders' Share of Residual Receipts between the Housing Authority and the County.

18. Counterparts. This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

19. Amendments. This Agreement may not be modified except by written instrument executed by and amongst the Parties.

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

APPROVED AS TO FORM:

SHARON L. ANDERSON
County Counsel

By: _____
Kathleen Andrus
Deputy County Counsel

COUNTY:

COUNTY OF CONTRA COSTA, a political
subdivision of the State of California

By: _____
John Kopchik
Director, Department of Conservation and
Development

HOUSING AUTHORITY:

HOUSING AUTHORITY OF THE CITY OF
RICHMOND, a public body corporate and politic

By: _____
Nannette J. Beacham, Executive Director

[signatures continue on following page]

BORROWER:

RICHMOND HACIENDA, L.P.,
a California limited partnership

By: Richmond Hacienda GP LLC,
a California limited liability company,
its managing general partner

By: Mercy Housing Calwest,
a California nonprofit public benefit corporation,
its sole member/manager

By: _____
Name: _____
Its: _____

By: CHDC, Richmond Hacienda LLC,
a California limited liability company
its co-general partner

By: Community Housing Development Corporation of North Richmond,
a California nonprofit public benefit corporation,
its sole member/manager

By: _____
Name: _____
Its: _____

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

STATE OF CALIFORNIA)
)
COUNTY OF _____)

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

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

WITNESS my hand and official seal.

Name: _____
Notary Public

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

STATE OF CALIFORNIA)
)
COUNTY OF _____)

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

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Notary Public

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STATE OF CALIFORNIA)
)
COUNTY OF _____)

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

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WITNESS my hand and official seal.

Name: _____
Notary Public

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STATE OF CALIFORNIA)
)
COUNTY OF _____)

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

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

WITNESS my hand and official seal.

Name: _____
Notary Public

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

The land referred to is situated in the County of Contra Costa, City of Richmond, State of California, and is described as follows:

Parcel 1 of that certain Map entitled "Parcel Map MS 755-19", recorded August 7th 2020, in Book 216 of Parcel Maps, at Pages 26 and 27, Contra Costa County Official Records.

APN: 534-370-028

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Contra Costa County
Department of Conservation and Development
30 Muir Road
Martinez, CA 94553
Attn: Assistant Deputy Director

No fee for recording pursuant to
Government Code Section 27383 and 27388.1

REGULATORY AGREEMENT AND
DECLARATION OF RESTRICTIVE COVENANTS
(Hacienda Heights)

This Regulatory Agreement and Declaration of Restrictive Covenants (the "Agreement") is dated May __, 2021 and is between the County of Contra Costa, a political subdivision of the State of California (the "County"), and Richmond Hacienda, L.P., a California limited partnership ("Borrower").

RECITALS

A. Defined terms used but not defined in these recitals are as defined in Article 1 of this Agreement.

B. The County has received Community Development Block Grant Program ("CDBG") funds from the United States Department of Housing and Urban Development ("HUD") under Title I of the Housing and Community Development Act of 1974 (42 USC 5301, et seq.), as amended ("CDBG Funds"). The CDBG Funds must be used by the County in accordance with 24 C.F.R. Part 570.

C. The Housing Authority of the City of Richmond (the "Housing Authority") is the owner of that certain real property located at 1300 Roosevelt Avenue, in Richmond, California as more particularly described in Exhibit A (the "Property"). Concurrently herewith Borrower is entering into a ground lease with the Housing Authority, under which Borrower is leasing the Property from the Housing Authority for a term of ninety-nine (99) years pursuant to a ground lease dated May __, 2021, (the "Ground Lease") and thereby acquiring a leasehold interest in the Property for ninety-nine (99) years (the "Leasehold Interest"). A memorandum of ground lease will be recorded against the Property in the Office of the Recorder of the County of Contra Costa that provides notice of the existence of the Ground Lease.

D. The Property has been improved with one hundred and fifty (150) units of housing and related improvements (the "Existing Improvements"). Borrower is buying the Existing Improvements from the Housing Authority pursuant to a purchase and sale agreement dated

September 23, 2020 (the "Purchase and Sale Agreement"). Borrower intends to rehabilitate the Existing Improvements into an affordable housing development with one hundred forty-eight (148) units available for rental to extremely low-, very low-, and low-income senior households, two (2) manager's units, and attendant site improvements (collectively, the "Improvements"). Together, (i) the Leasehold Interest, (ii) Borrower's fee interest in the Existing Improvements, and (iii) and (ii) Borrower's fee interest in the Improvements, are the "Development."

E. Pursuant to a Development Loan Agreement of even date herewith between the County and Borrower (the "Loan Agreement"), the County is lending Borrower [up to One Million Eight Hundred Thousand Dollars (\$1,800,000)] of CDBG Funds (the "County Loan") to assist in the construction of the Development.

F. In addition to the Loan Agreement and this Agreement, the County Loan is evidenced by the following documents: (i) a leasehold deed of trust with assignment of rents, security agreement, and fixture filing of even date herewith, among Borrower, as trustor, Old Republic Title Company, as trustee, and the County, as beneficiary; (ii) an intercreditor agreement of even date herewith among the Housing Authority, the County, and Borrower; and (iii) a promissory note executed by Borrower of even date herewith in the amount of the County Loan, (collectively, the "Loan Documents"). The Loan Documents are described in more detail in the Loan Agreement.

G. The County has the authority to lend the County Loan to Borrower pursuant to Government Code Section 26227, which authorizes counties to spend county funds for programs that will further a county's public purposes. In addition, the County has the authority to loan the CDBG Funds pursuant to 24 C.F.R. 570.202.

H. The County has agreed to make the County Loan on the condition that Borrower maintain and operate the Development in accordance with restrictions set forth in this Agreement. Seventy (70) of the Units are restricted by the County pursuant to this Regulatory Agreement.

I. In consideration of receipt of the County Loan at an interest rate substantially below the market rate, Borrower agrees to observe all the terms and conditions set forth below.

The parties therefore agree as follows:

AGREEMENT

ARTICLE 1 DEFINITIONS

1.1 Definitions.

The following terms have the following meanings:

(a) "60% AMI Household" means a household with a 60% Income Level as published by TCAC, or if TCAC no longer publishes such levels, then it means a household with an Adjusted Income that does not exceed sixty percent (60%) of Median Income.

(b) "60% AMI Rent" means the maximum rent published by TCAC for a 60% Income Level in Contra Costa County for the applicable bedroom size, or if TCAC no longer publishes such levels, then it means one-twelfth (1/12) of thirty percent (30%) of sixty percent (60%) of Median Income, adjusted for Assumed Household Size.

(c) "60% AMI Units" means the Units which, pursuant to Section 2.1(a) below, are required to be occupied by 60% AMI Households.

(d) "60% Income Level" has the meaning set forth in the maximum rent and maximum income level tables published annually by TCAC.

(e) "Accessibility Requirements" has the meaning set forth in Section 2.1(e).

(f) "Actual Household Size" means the actual number of persons in the applicable household.

(g) "Adjusted Income" means the total anticipated annual income of all persons in a household calculated using the methods to calculate income adopted by TCAC, or if TCAC no longer calculates income, then it means the total anticipated annual income of all persons in a household, as defined in 24 CFR 5.609 and as calculated pursuant to 24 CFR 5.611.

(h) "Assumed Household Size" means the assumed household size determined or utilized by TCAC, used to calculate Rent, or if TCAC no longer calculates rent, then it means the household size "adjusted for family size appropriate to the unit" as such term is defined in Health & Safety Code Section 50052.5(h).

(i) "CDBG" has the meaning set forth in Paragraph B of the Recitals.

(j) "CDBG Funds" has the meaning set forth in Paragraph B of the Recitals.

(k) "CHDC" means Community Housing Development Corporation of North Richmond, a California nonprofit public benefit corporation.

(l) "City" means the City of Richmond, California, a municipal corporation.

(m) "Completion Date" means the date a final certificate of occupancy, or equivalent document is issued by the City to certify that the Development may be legally occupied.

(n) "County-Assisted Units" means the seventy (70) Units in the Development that are restricted to occupancy by 60% AMI Households in compliance with Section 2.1 below.

(o) "County Loan" has the meaning set forth in Paragraph E of the Recitals.

(p) "Deed of Trust" means the Deed of Trust with Assignment of Rents, Security Agreement and Fixture Filing of even date herewith by and among Borrower, as trustor, Old Republic Title Company, as trustee, and the County, as beneficiary, that encumbers the

Development to secure repayment of the County Loan and Borrower's performance of the Loan Documents.

- (q) "Development" has the meaning set forth in Paragraph D of the Recitals.
- (r) "Development Regulatory Documents" has the meaning set forth in Section 4.2(a).
- (s) "Existing Improvements" has the meaning set forth in Paragraph D of the Recitals.
- (t) "Fifteen Year Compliance Period" means the fifteen (15) year compliance period as described in Section 42(i)(1) of the Internal Revenue Code of 1986, as amended.
- (u) "Ground Lease" has the meaning set forth in Paragraph C of the Recitals.
- (v) "Housing Authority" has the meaning set forth in Paragraph C of the Recitals.
- (w) "HUD" has the meaning set forth in Paragraph B of the Recitals.
- (x) "Improvements" has the meaning set forth in Paragraph D of the Recitals.
- (y) "Investor Limited Partner" means Wincopin Circle LLLP, its successors and assigns.
- (z) "Loan Agreement" has the meaning set forth in Paragraph E of the Recitals.
- (aa) "Loan Documents" has the meaning set forth in Paragraph E of the Recitals.
- (bb) "Leasehold Interest" has the meaning set forth in Paragraph C of the Recitals.
- (cc) "Maintenance Standards" has the meaning set forth in Section 5.6(a).
- (dd) "Marketing Plan" has the meaning set forth in Section 4.3(a).
- (ee) "Median Income" means the median gross yearly income, adjusted for Actual Household Size as specified herein, in the County of Contra Costa, California, as published from time to time by HUD. In the event that such income determinations are no longer published, or are not updated for a period of at least eighteen (18) months, the County shall provide Borrower with other income determinations that are reasonably similar with respect to methods of calculation to those previously published by HUD.
- (ff) "Mercy" means Mercy Housing California, a California nonprofit public benefit corporation.

(gg) "Partnership Agreement" means the Amended and Restated Agreement of Limited Partnership that governs the operation and organization of Borrower as a California limited partnership.

(hh) "Permanent Conversion" has the meaning set forth in the Loan Agreement.

(ii) "Property" has the meaning set forth in Paragraph C of the Recitals.

(jj) "Purchase and Sale Agreement" has the meaning set forth in Paragraph D of the Recitals.

(kk) "Rent" means the total monthly payments made by the Tenant of a Unit for the following: use and occupancy of the Unit and land and associated facilities; any separately charged fees or service charges assessed by Borrower which are customarily charged in rental housing and required of all Tenants, other than security deposits; an allowance for the cost of an adequate level of service for utilities paid by the Tenant, including garbage collection, sewer, water, electricity, gas and other heating, cooking and refrigeration fuel, but not telephone service or cable TV; and any other interest, taxes, fees or charges for use of the land or associated facilities and assessed by a public or private entity other than Borrower, and paid by the Tenant.

(ll) "TCAC" means the California Tax Credit Allocation Committee.

(mm) "Tenant" means the tenant household that occupies a Unit in the Development.

(nn) "Tenant Selection Plan" has the meaning set forth in Section 4.3(b).

(oo) "Term" means the term of this Agreement which commences as of the date of this Agreement, and unless sooner terminated pursuant to the terms of this Agreement, expires on the fifty-fifth (55th) anniversary of the Permanent Conversion; provided, however, if a record of the Permanent Conversion cannot be located or established, the Term will expire on the fifty-seventh (57th) anniversary of this Agreement.

(pp) "Transfer" has the meaning set forth in Section 6.1.

(qq) "Unit(s)" means one (1) or more of the units in the Development.

ARTICLE 2 AFFORDABILITY AND OCCUPANCY COVENANTS

2.1 Occupancy Requirements.

(a) 60% AMI Units. During the Term Borrower shall cause seventy (70) Units to be rented to and occupied by or, if vacant, available for occupancy by, 60% AMI Households.

(b) Intermingling of Units. Borrower shall cause the County-Assisted Units to be intermingled throughout the Development and of comparable quality to all other Units. All Tenants must have equal access to and enjoyment of all common facilities in the Development. The County-Assisted Units have the following bedroom sizes.

	60% AMI Units
Studio	
One-Bd. Units	
Two-Bd. Units	
Total	70

(c) Disabled Persons Occupancy.

(1) Borrower shall cause the Development to be operated at all times in compliance with all applicable federal, state, and local disabled persons accessibility requirements including, but not limited to the applicable provisions of: (i) the Unruh Act, (ii) the California Fair Employment and Housing Act, (iii) Section 504 of the Rehabilitation Act of 1973, (iv) the United States Fair Housing Act, as amended, (v) the Americans With Disabilities Act of 1990, and (vi) Chapters 11A and 11B of Title 24 of the California Code of Regulations, which relate to disabled persons access (collectively, the "Accessibility Requirements").

(2) Borrower shall indemnify, protect, hold harmless and defend (with counsel reasonably satisfactory to the County) the County, and its board members, officers and employees, from all suits, actions, claims, causes of action, costs, demands, judgments and liens arising out of Borrower's failure to comply with the Accessibility Requirements. This obligation to indemnify survives termination of this Agreement, repayment of the County Loan and the reconveyance of the Deed of Trust.

(d) Senior Occupancy. Borrower has elected to operate the Development as a senior housing development and as such to require all Units in the Development, except for the resident manager's units, to be occupied or held available for occupancy by households containing "elderly" or "senior citizen" residents. Borrower shall operate the Development at all times in compliance with the provisions of: (i) the Unruh Act, (ii) the United States Fair Housing Act, as amended, and (iii) the California Fair Employment and Housing Act, which relate to lawful senior housing. Borrower shall develop and implement appropriate age verification procedures to ensure compliance with the requirements of this Section. Borrower shall provide the County with a copy of its written verification procedures. Borrower shall indemnify, protect, hold harmless and defend (by counsel reasonably satisfactory to the County) the County, and its board members, officers and employees, from all suits, actions, claims, causes of action, costs, demands, judgments and liens arising out of Borrower's failure to comply with applicable legal requirements related to housing for seniors. This obligation to indemnify survives termination of this Agreement, repayment of the County Loan and the reconveyance of the Deed of Trust.

2.2 Allowable Rent.

(a) 60% AMI Rent. Subject to the provisions of Section 2.4 below, Rent paid by Tenants of the 60% AMI Units shall not exceed the 60% AMI Rent for the applicable bedroom size.

(b) No Additional Fees. Borrower may not charge any fee, other than Rent, to any Tenant of the County-Assisted Units for any housing or other services provided by Borrower.

2.3 Rent Increases.

(a) Rent Amount. The initial Rent for all County-Assisted Units must be approved by the County prior to occupancy. The County will provide Borrower with a schedule of maximum permissible Rents for the County-Assisted Units and the maximum monthly allowances for utilities and services (excluding telephone) annually.

(b) Rent Increases. All Rent increases for all County-Assisted Units are subject to County approval. No later than sixty (60) days prior to the proposed implementation of any Rent increase affecting a County-Assisted Unit, Borrower shall submit to the County a schedule of any proposed increase in the Rent charged for County-Assisted Units. The Rent for such Units may be increased no more than once annually based upon the annual income certification described in Article 3. The County will disapprove a Rent increase if it violates the schedule of maximum permissible Rents for the County-Assisted Units provided to Borrower by the County, or is greater than a 5% increase over the previous year's Rent, provided that the County may approve a request from Borrower for a rent increase greater than 5%, with a written explanation for the request from Borrower. Borrower shall give Tenants written notice at least thirty (30) days prior to any Rent increase, following completion of the County approval process set forth above.

2.4 Increased Income of Tenants. If, upon recertification of the income of a Tenant of a County-Assisted Unit, Borrower determines that a former 60% AMI Household, has an Adjusted Income exceeding the qualifying income for a 60% AMI Household, then such Tenant is permitted to continue to occupy the Unit and such Tenant's Rent may be increased to one-twelfth of thirty percent (30%) of the household's actual income, adjusted for Assumed Household Size, upon thirty (30) days written notice to the Tenant. The Unit will continue to be classified as a 60% AMI Unit until the Tenant vacates the Unit at which time Borrower shall re-rent the Unit to a 60% AMI Household to meet the requirements of Section 2.1 above.

2.5 Termination of Occupancy. Upon termination of occupancy of a County-Assisted Unit by a Tenant, such Unit will be deemed to be continuously occupied by a household of the same income level as the initial income level of the vacating Tenant, until such unit is reoccupied, at which time categorization of the Unit will be established based on the occupancy requirements of Section 2.1.

ARTICLE 3
INCOME CERTIFICATION; REPORTING; RECORDS

3.1 Income Certification. Borrower shall obtain, complete, and maintain on file, within sixty (60) days before expected occupancy and annually thereafter, income certifications from each Tenant renting any of the County-Assisted Units. Borrower shall make a good faith effort to verify the accuracy of the income provided by the applicant or occupying household, as the case may be, in an income certification. To verify the information, Borrower shall take two or more of the following steps: (i) obtain a pay stub for the most recent pay period; (ii) obtain an income tax return for the most recent tax year; (iii) conduct a credit agency or similar search; (iv) obtain an income verification form from the applicant's current employer; (v) obtain an income verification form from the Social Security Administration and/or the California Department of Social Services if the applicant receives assistance from either of such agencies; or (vi) if the applicant is unemployed and does not have a tax return, obtain another form of independent verification. Where applicable, Borrower shall examine at least two (2) months of relevant source documentation. Copies of Tenant income certifications are to be available to the County upon request.

3.2 Reporting Requirements.

(a) Borrower shall submit to the County within one hundred eighty (180) days after the Completion Date, and not later than forty-five (45) days after the close of each calendar year, or such other date as may be requested by the County, a report that includes the following data for each Unit and specifically identifies which Units are County-Assisted Units: (i) Tenant income, race and ethnicity, (ii) the number of occupants, (iii) the Rent, (iv) the number of bedrooms, and (v) the initial address of each Tenant. To demonstrate continued compliance with Section 2.1 Borrower shall cause each annual report after the initial report to include a record of any subsequent Tenant substitutions and any vacancies in County-Assisted Units that have been filled.

(b) Borrower shall submit to the County within forty-five (45) days after receipt of a written request, or such other time agreed to by the County, any other information or completed forms requested by the County in order to comply with reporting requirements of HUD, the State of California, and the County.

3.3 Tenant Records. Borrower shall maintain complete, accurate and current records pertaining to income and household size of Tenants. All Tenant lists, applications and waiting lists relating to the Development are to be at all times: (i) separate and identifiable from any other business of Borrower, (ii) maintained as required by the County, in a reasonable condition for proper audit, and (iii) subject to examination during business hours by representatives of the County. Borrower shall retain copies of all materials obtained or produced with respect to occupancy of the Units for a period of at least five (5) years. The County may examine and make copies of all books, records or other documents of Borrower that pertain to the Development.

3.4 Development Records.

(a) Borrower shall keep and maintain at the principal place of business of the

Borrower set forth in Section 6.11 below, or elsewhere with the County's written consent, full, complete and appropriate books, records and accounts relating to the Development. Borrower shall cause all books, records and accounts relating to its compliance with the terms, provisions, covenants and conditions of the Loan Documents to be kept and maintained in accordance with generally accepted accounting principles consistently applied, and to be consistent with requirements of this Agreement. Borrower shall cause all books, records, and accounts to be open to and available for inspection and copying by HUD, the County, its auditors or other authorized representatives at reasonable intervals during normal business hours. Borrower shall cause copies of all tax returns and other reports that Borrower may be required to furnish to any government agency to be open for inspection by the County at all reasonable times at the place that the books, records and accounts of Borrower are kept. Borrower shall preserve such records for a period of not less than five (5) years after their creation in compliance with all HUD records and accounting requirements. If any litigation, claim, negotiation, audit exception, monitoring, inspection or other action relating to the use of the County Loan is pending at the end of the record retention period stated herein, then Borrower shall retain the records until such action and all related issues are resolved. Borrower shall cause the records to include all invoices, receipts, and other documents related to expenditures from the County Loan funds. Borrower shall cause records to be accurate and current and in a form that allows the County to comply with the record keeping requirements contained in 24 C.F.R. 570.506. Such records are to include but are not limited to:

- (i) Records providing a full description of the activities undertaken with the use of the County Loan funds;
- (ii) Records demonstrating the eligibility of activities under the CDBG regulations set forth in 24 C.F.R. 570 et seq., and that use of the CDBG Funds meets one of the national objectives of the CDBG program set forth in 24 C.F.R. Section 570.208;
- (iii) Records demonstrating compliance with the HUD property standards and lead-based paint requirements and the maintenance requirements set forth in Section 5.6;
- (iv) Records documenting compliance with the fair housing, equal opportunity, and affirmative fair marketing requirements;
- (v) Financial records as required by 24 C.F.R. 570.502 and 2 C.F.R. Part 200;
- (vi) Records demonstrating compliance with the CDBG marketing, tenant selection, affordability, and income requirements;
- (vii) Records demonstrating compliance with MBE/WBE requirements;
- (viii) Records demonstrating compliance with 24 C.F.R. Part 135 which implements Section 3 of the Housing Development Act of 1968;

(ix) Records demonstrating compliance with applicable relocation requirements, which must be retained for at least five (5) years after the date by which persons displaced from the property have received final payments; and

(x) Records demonstrating compliance with labor requirements including certified payrolls from Borrower's general contractor evidencing that applicable prevailing wages have been paid.

(b) The County shall notify Borrower of any records it deems insufficient. Borrower has fifteen (15) calendar days after the receipt of such a notice to correct any deficiency in the records specified by the County in such notice, or if a period longer than fifteen (15) days is reasonably necessary to correct the deficiency, then Borrower must begin to correct the deficiency within fifteen (15) days and correct the deficiency as soon as reasonably possible.

ARTICLE 4 OPERATION OF THE DEVELOPMENT

4.1 Residential Use. Borrower shall operate the Development for residential use only. No part of the Development may be operated as transient housing.

4.2 Compliance with Loan Documents and Regulatory Requirements.

(a) Borrower's actions with respect to the Property shall at all times be in full conformity with: (i) all requirements of the Loan Documents; (ii) all requirements imposed on projects assisted with CDBG Funds as contained in 42 U.S.C. 5301, et seq., 24 C.F.R. Part 570, and other implementing rules and regulations; and (iii) any other regulatory requirements imposed on the Development including but not limited to regulatory agreements associated with the Low Income Housing Tax Credits provided by the California Tax Credit Allocation Committee, regulatory agreements associated with financing and subsidies provided by the California Department of Housing and Community Development, and rental subsidies provided to the Development (the "Development Regulatory Documents").

(b) Borrower shall promptly notify the County in writing of the existence of any default under any Development Regulatory Documents, and provide the County copies of any such notice of default.

4.3 Marketing Plan; Tenant Selection Plan.

(a) Marketing Plan.

(1) No later than six (6) months prior to the date construction of the Development is projected to be complete, Borrower shall submit to the County for approval its plan for marketing the Development to income-eligible households as required by this Agreement (the "Marketing Plan"). The Marketing Plan must include information on affirmative marketing efforts and compliance with fair housing laws.

(2) Upon receipt of the Marketing Plan, the County will promptly review the Marketing Plan and will approve or disapprove it within fifteen (15) days after receipt. If the Marketing Plan is not approved, the County will give Borrower specific reasons for such disapproval and Borrower shall submit a revised Marketing Plan within fifteen (15) days of notification of the County's disapproval. Borrower shall follow this procedure for resubmission of a revised Marketing Plan until the Marketing Plan is approved by the County. If the Borrower does not submit a revised Marketing Plan that is approved by the County at least three (3) months prior to the date construction of the Development is projected to be complete, Borrower will be in default of this Agreement.

(b) Tenant Selection Plan.

(1) No later than six (6) months prior to the date construction of the Development is projected to be complete, Borrower shall submit to the County, for its review and approval, Borrower's written tenant selection plan (the "Tenant Selection Plan").

(2) Upon receipt of the Tenant Selection Plan, the County will promptly review the Tenant Selection Plan and will approve or disapprove it within fifteen (15) days after receipt. If the Tenant Selection Plan is not approved, the County will give Borrower specific reasons for such disapproval and Borrower shall submit a revised Tenant Selection Plan within fifteen (15) days of notification of the County's disapproval. Borrower shall follow this procedure for resubmission of a revised Tenant Selection Plan until the Tenant Selection Plan is approved by the County. If the Borrower does not submit a revised Tenant Selection Plan that is approved by the County at least three (3) months prior to the date construction of the Development is projected to be complete, Borrower will be in default of this Agreement.

4.4 Lease Provisions.

(a) No later than four (4) months prior to the date construction of the Development is projected to be complete, Borrower shall submit to the County for approval Borrower's proposed form of lease agreement for the County's review and approval. When leasing Units within the Development, Borrower shall use the form of lease approved by the County. Borrower's form of lease must include any provisions necessary to comply with the requirements of the Violence Against Women Reauthorization Act of 2013 (Pub. L. 113-4, 127 Stat. 54) applicable to HUD-funded programs. The form of lease must comply with all requirements of this Agreement, the other Loan Documents and must, among other matters:

(1) provide for termination of the lease for failure to: (i) provide any information required under this Agreement or reasonably requested by Borrower to establish or recertify the Tenant's qualification, or the qualification of the Tenant's household, for occupancy in the Development in accordance with the standards set forth in this Agreement, or (ii) qualify as a 60% AMI Household as a result of any material misrepresentation made by such Tenant with respect to the income computation;

(2) be for an initial term of not less than one (1) year, unless by mutual agreement between the Tenant and Borrower, and provide for no increase in Rent during such year. After the initial year of tenancy, the lease may be month-to-month by mutual agreement of

Borrower and the Tenant. Notwithstanding the above, any rent increases are subject to the requirements of Section 2.3 above; and

(3) include a provision that requires a Tenant who is residing in a Unit required to be accessible pursuant to Section 3.9(b) of the Loan Agreement, and who is not in need of an accessible Unit to move to a non-accessible Unit when a non-accessible Unit becomes available and another Tenant or prospective Tenant is in need of an accessible Unit.

(b) During the Term, Borrower shall comply with the Marketing Plan and Tenant Selection Plan approved by the County.

(c) Any termination of a lease or refusal to renew a lease for a County-Assisted Unit within the Development must be preceded by not less than thirty (30) days written notice to the Tenant by Borrower specifying the grounds for the action.

4.5 CDBG Requirements.

(a) Borrower shall comply with all applicable laws and regulations governing the use of the CDBG Funds as set forth in 24 C.F.R. Part 570. In the event of any conflict between this Regulatory Agreement and applicable laws and regulations governing the use of the Loan funds, the applicable laws and regulations govern.

(b) The laws and regulations governing the use of the County Loan funds include (but are not limited to) the following:

(1) Environmental and Historic Preservation. 24 C.F.R. Part 58, which prescribes procedures for compliance with the National Environmental Policy Act of 1969 (42 U.S.C. 4321-4361), and the additional laws and authorities listed at 24 C.F.R. 58.5;

(2) Applicability of Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The applicable policies, guidelines, and requirements of 2 C.F.R. Part 200;

(3) Debarred, Suspended or Ineligible Contractors. The prohibition on the use of debarred, suspended, or ineligible contractors set forth in 24 C.F.R. Part 24;

(4) Civil Rights, Housing and Community Development, and Age Discrimination Acts. The Fair Housing Act (42 U.S.C. 3601 et seq.) and implementing regulations at 24 C.F.R. Part 100; Title VI of the Civil Rights Act of 1964 as amended; Title VIII of the Civil Rights Act of 1968 as amended; Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended; Section 504 of the Rehabilitation Act of 1973 (29 USC 794, et seq.); the Age Discrimination Act of 1975 (42 USC 6101, et seq.); Executive Order 11063 as amended by Executive Order 12259 and implementing regulations at 24 C.F.R. Part 107; Executive Order 11246 as amended by Executive Orders 11375, 12086, 11478, 12107; Executive Order 11625 as amended by Executive Order 12007; Executive Order 12432; Executive Order 12138 as amended by Executive Order 12608;

(5) Lead-Based Paint. The requirement of the Lead-Based Paint Poisoning Prevention Act, as amended (42 U.S.C. 4821 et seq.), the Residential Lead-Based Paint Hazard Reduction Act (42 U.S.C. 4851 et seq.), and implementing regulations at 24 C.F.R. Part 35;

(6) Relocation. The requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601, et seq.), and implementing regulations at 49 C.F.R. Part 24; Section 104(d) of the Housing and Community Development Act of 1974 and implementing regulations at 24 C.F.R. 42 et seq.; 24 C.F.R. 570.606; and California Government Code Section 7260 et seq. and implementing regulations at 25 California Code of Regulations Sections 6000 et seq. If and to the extent that development of the Development results in the permanent or temporary displacement of residential tenants, homeowners, or businesses, then Borrower shall comply with all applicable local, state, and federal statutes and regulations with respect to relocation planning, advisory assistance, and payment of monetary benefits. Borrower shall prepare and submit a relocation plan to the County for approval. Borrower is solely responsible for payment of any relocation benefits to any displaced persons and any other obligations associated with complying with such relocation laws. Borrower shall indemnify, defend (with counsel reasonably chosen by the County), and hold harmless the County against all claims that arise out of relocation obligations to residential tenants, homeowners, or businesses permanently or temporarily displaced by the Development;

(7) Discrimination against the Disabled. The requirements of the Fair Housing Act (42 U.S.C. 3601 et seq.) and implementing regulations at 24 C.F.R. Part 100; Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), and federal regulations issued pursuant thereto, which prohibit discrimination against the disabled in any federally assisted program, the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and the applicable requirements of Title II and/or Title III of the Americans with Disabilities Act of 1990 (42 U.S.C. 12131 et seq.), and federal regulations issued pursuant thereto;

(8) Clean Air and Water Acts. The Clean Air Act, as amended, 42 U.S.C. 7401 et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 C.F.R. Part 1500, as amended from time to time;

(9) Uniform Administrative Requirements. The provisions of 24 C.F.R. 570.502 regarding cost and auditing requirements;

(10) Training Opportunities. The requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u ("Section 3"), requiring that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and agreements for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in, the areas of the project. Borrower agrees to include the following language in all subcontracts executed under this Regulatory Agreement:

(A) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(B) The parties to this contract agree to comply with HUD's regulations in 24 C.F.R. Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

(C) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause; and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference; shall set forth minimum number and job titles subject to hire; availability of apprenticeship and training positions; the qualifications for each; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

(D) The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 C.F.R. Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 C.F.R. Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 C.F.R. Part 135.

(E) The contractor will certify that any vacant employment positions, including training positions, that are filled (A) after the contractor is selected but before the contract is executed, and (B) with persons other than those to whom the regulations of 24 C.F.R. Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 C.F.R. Part 135.

(F) Noncompliance with HUD's regulations in 24 C.F.R. Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

(G) With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises.

Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

(11) Labor Standards. The labor requirements set forth in 24 C.F.R. Section 570.603; the prevailing wage requirements of the Davis-Bacon Act and implementing rules and regulations (40 U.S.C. 3141-3148); the Copeland "Anti-Kickback" Act (40 U.S.C. 276(c)) which requires that workers be paid at least once a week without any deductions or rebates except permissible deductions; the Contract Work Hours and Safety Standards Act – CWHSSA (40 U.S.C. 3701-3708) which requires that workers receive "overtime" compensation at a rate of 1-1/2 times their regular hourly wage after they have worked forty (40) hours in one (1) week; and Title 29, Code of Federal Regulations, Subtitle A, Parts 1, 3 and 5 are the regulations and procedures issued by the Secretary of Labor for the administration and enforcement of the Davis-Bacon Act, as amended;

(12) Drug Free Workplace. The requirements of the Drug Free Workplace Act of 1988 (P.L. 100-690) and implementing regulations at 24 C.F.R. Part 24;

(13) Anti-Lobbying; Disclosure Requirements. The disclosure requirements and prohibitions of 31 U.S.C. 1352 and implementing regulations at 24 C.F.R. Part 87;

(14) Historic Preservation. The historic preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. Section 470) and the procedures set forth in 36 C.F.R. Part 800. If archeological, cultural, or historic period resources are discovered during construction, all construction work must come to a halt and Borrower shall immediately notify the County. Borrower shall not shall alter or move the discovered material(s) until all appropriate procedures for "post-review discoveries" set forth in Section 106 of the National Historic Preservation Act have taken place, which include, but are not limited to, consultation with the California State Historic Preservation Officer and evaluation of the discovered material(s) by a qualified professional archeologist;

(15) Flood Disaster Protection. The requirements of the Flood Disaster Protection Act of 1973 (P.L. 93-234) (the "Flood Act"). No portion of the assistance provided under this Agreement is approved for acquisition or construction purposes as defined under Section 3(a) of the Flood Act, for use in an area identified by HUD as having special flood hazards which is not then in compliance with the requirements for participation in the national flood insurance program pursuant to Section 201(d) of the Flood Act. The use of any assistance provided under this Agreement for such acquisition or construction in such identified areas in communities then participating in the National Flood Insurance Program is subject to the mandatory purchase of flood insurance requirements of Section 102(a) of the Flood Act. If the Development is located in an area identified by HUD as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq., the property owner and its successors or assigns must obtain and maintain, during the ownership of the Development, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under Section 102(s) of the Flood Act. Such provisions are required notwithstanding the fact

that the construction of the Development is not itself funded with assistance provided under this Agreement;

(16) Religious Organizations. If the Borrower is a religious organization, as defined by the CDBG requirements, the Borrower shall comply with all conditions prescribed by HUD for the use of CDBG Funds by religious organizations, including the First Amendment of the United States Constitution regarding church/state principles and the applicable constitutional prohibitions set forth in 24 C.F.R. 570.200(j);

(17) Violence Against Women. The requirements of the Violence Against Women Reauthorization Act of 2013 (Pub. L. 113-4, 127 Stat. 54) applicable to HUD-funded programs;

(18) Conflict of Interest. The conflict of interest provisions set forth in 24 C.F.R. 570.611; and

(19) HUD Regulations. Any other HUD regulations present or as may be amended, added, or waived in the future pertaining to the Loan funds.

ARTICLE 5 PROPERTY MANAGEMENT AND MAINTENANCE

5.1 Management Responsibilities. Borrower is responsible for all management functions with respect to the Development, including without limitation the selection of Tenants, certification and recertification of household size and income, evictions, collection of rents and deposits, maintenance, landscaping, routine and extraordinary repairs, replacement of capital items, and security. The County has no responsibility for management of the Development. Borrower shall retain a professional property management company approved by the County in its reasonable discretion to perform Borrower's management duties hereunder. An on-site property management representative must reside at the Property.

5.2 Management Agent. Borrower shall cause the Development to be managed by an experienced management agent reasonably acceptable to the County, with a demonstrated ability to operate residential facilities like the Development in a manner that will provide decent, safe, and sanitary housing (the "Management Agent"). The County has approved Mercy Housing Management Group as the Management Agent. Borrower shall submit for the County's approval the identity of any proposed subsequent management agent. Borrower shall also submit such additional information about the background, experience and financial condition of any proposed management agent as is reasonably necessary for the County to determine whether the proposed management agent meets the standard for a qualified management agent set forth above. If the proposed management agent meets the standard for a qualified management agent set forth above, the County shall approve the proposed management agent by notifying Borrower in writing. Unless the proposed management agent is disapproved by the County within thirty (30) days, which disapproval is to state with reasonable specificity the basis for disapproval, it shall be deemed approved.

5.3 Periodic Performance Review. The County reserves the right to conduct an

annual (or more frequently, if deemed necessary by the County) review of the management practices and financial status of the Development. The purpose of each periodic review will be to enable the County to determine if the Development is being operated and managed in accordance with the requirements and standards of this Agreement. Borrower shall cooperate with the County in such reviews.

5.4 Replacement of Management Agent. If, as a result of a periodic review, the County determines in its reasonable judgment that the Development is not being operated and managed in accordance with any of the material requirements and standards of this Agreement, the County shall deliver notice to Borrower of its intention to cause replacement of the Management Agent, including the reasons therefor. Within fifteen (15) days after receipt by Borrower of such written notice, the County staff and Borrower shall meet in good faith to consider methods for improving the financial and operating status of the Development, including, without limitation, replacement of the Management Agent.

If, after such meeting, County staff recommends in writing the replacement of the Management Agent, Borrower shall promptly dismiss the then-current Management Agent, and shall appoint as the Management Agent a person or entity meeting the standards for a management agent set forth in Section 5.2 above and approved by the County pursuant to Section 5.2 above, and consistent with the requirements of other lenders and regulators of the Development.

Any contract for the operation or management of the Development entered into by Borrower shall provide that the Management Agent may be dismissed and the contract terminated as set forth above. Failure to remove the Management Agent in accordance with the provisions of this Section constitutes a default under this Agreement, and the County may enforce this provision through legal proceedings as specified in Section 6.6 below.

5.5 Approval of Management Policies. Borrower shall submit its written management policies with respect to the Development to the County for its review, and shall amend such policies in any way necessary to ensure that such policies comply with the provisions of this Agreement.

5.6 Property Maintenance.

(a) Borrower shall maintain, for the entire Term of this Agreement, all interior and exterior improvements, including landscaping: (i) in decent, safe and sanitary condition, (ii) in good condition and repair, and (iii) free of all health and safety defects. Such maintenance must be in accordance with (i) all applicable laws, rules, ordinances, orders and regulations of all federal, state, county, municipal, and other governmental agencies and bodies having or claiming jurisdiction and all their respective departments, bureaus, and officials; and (ii) any other standards provided by the County (collectively, the "Maintenance Standards"). Borrower shall correct any life-threatening maintenance deficiencies immediately upon notification.

(b) At the beginning of each year of the Term, Borrower shall certify to the County that the Development is in compliance with the Maintenance Standards.

5.7 Property Inspections.

(a) On-Site Physical Inspections. The County will perform on-site inspections of the Development during the Term to ensure compliance with the Maintenance Standards. The County will perform an on-site inspection within twelve months after completion of construction of the Development and at least once every three (3) years during the Term. If the Development is found to have health and safety violations, the County may perform more frequent inspections. Borrower shall cooperate in such inspections.

(b) Violation of Maintenance Standards. If after an inspection, the County determines that Borrower is in violation of the Maintenance Standards, the County will provide Borrower a written report of the violations. Borrower shall correct the violations set forth in the report provided to Borrower by County. The County will perform a follow-up inspection to verify that the violations have been corrected. If such violations continue for a period of ten (10) days after delivery of the report to Borrower by the County with respect to graffiti, debris, waste material, and general maintenance, or thirty (30) days after delivery of the report to Borrower by the County with respect to landscaping and building improvements, then the County, in addition to whatever other remedy it may have at law or in equity, has the right to enter upon the Development and perform or cause to be performed all such acts and work necessary to cure the violation. Pursuant to such right of entry, the County is permitted (but is not required) to enter upon the Development and to perform all acts and work necessary to protect, maintain, and preserve the improvements and landscaped areas on the Development, and to attach a lien on the Development, or to assess the Development, in the amount of the expenditures arising from such acts and work of protection, maintenance, and preservation by the County and/or costs of such cure, which amount Borrower shall promptly pay to the County upon demand.

ARTICLE 6 MISCELLANEOUS

6.1 Transfers.

(a) For purposes of this Agreement, "Transfer" means any sale, assignment, or transfer, whether voluntary or involuntary, of: (i) any rights and/or duties under the Loan Documents; and/or (ii) any interest in the Development and/or Borrower, including (but not limited to) a fee simple interest, a joint tenancy interest, a life estate, a partnership interest, a leasehold interest, a security interest, or an interest evidenced by a land contract by which possession of the Development is transferred and Borrower retains title. The term "Transfer" excludes the leasing of any single unit in the Development to an occupant in compliance with this Agreement. The County Director – Department of Conservation and Development is authorized to execute assignment and assumption agreements on behalf of the County to implement any approved Transfer.

(b) Except as otherwise permitted in this Section 6.1, no Transfer is permitted without the prior written consent of the County, which the County may withhold in its sole

discretion. The County Loan will automatically accelerate and be due in full upon any Transfer made without the prior written consent of the County.

(c) The County hereby approves the admission of the Investor Limited Partner to Borrower as a limited partner. The County hereby approves future Transfers of the limited partner interest of Borrower provided that: (i) such Transfers do not affect the timing and amount of the Investor Limited Partner capital contributions provided for in the Partnership Agreement; and (ii) in subsequent Transfers, the Investor Limited Partner or an affiliate thereof, retains a membership or partnership interest and serves as a managing member or managing general partner of the successor limited partner.

(d) The County hereby approves a Transfer of the Property from Borrower to Mercy or CHDC, or a non-profit affiliate of Mercy or CHDC, and an assumption of the County Loan by such transferee at or prior to the end of the Fifteen Year Compliance Period, provided that: (i) such Transfer is pursuant to an option or right of first refusal agreement referenced in the Partnership Agreement, (ii) the assignment and assumption agreement evidencing such Transfer requires the transferee to expressly assume the obligations of Borrower under the Loan Documents, and (iii) the County is provided executed copies of all documents evidencing the Transfer.

(e) The County hereby approves the purchase of the Investor Limited Partner interest by Mercy or CHDC, or a non-profit affiliate of Mercy or CHDC at or prior to the end of the Fifteen Year Compliance Period, provided that (i) such Transfer is pursuant to an option or right of first refusal agreement referenced in the Partnership Agreement, and (ii) the County is provided executed copies of all documents evidencing the Transfer.

(f) In the event the general partner of Borrower is removed by the limited partner of Borrower for cause following default under the Partnership Agreement, the County hereby approves the Transfer of the general partner interest to (i) a 501(c)(3) tax exempt nonprofit corporation or other entity with a 501(c)(3) tax exempt nonprofit corporation member or partner, that is selected by the Investor Limited Partner and approved by the County, and (ii) the Investor Limited Partner or an affiliate thereof, but only for a period not to exceed ninety (90) days from the date of removal of the general partner, during which time such entity shall diligently seek a replacement general partner meeting the requirements of subsection (i) above.

(g) The County hereby approves the grant of the security interests in the Development for Approved Financing as such term is defined in Section 1.1(g) of the Loan Agreement.

6.2 Nondiscrimination.

(a) All of the Units must be available for occupancy on a continuous basis to members of the general public who are income eligible. Borrower may not give preference to any particular class or group of persons in renting or selling the Units, except to the extent that the Units are required to be leased to income eligible households pursuant to this Agreement, or any Development Regulatory Document. Borrower herein covenants by and for Borrower, assigns, and all persons claiming under or through Borrower, that there exist no discrimination

against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin, source of income (e.g., SSI), ancestry, age, familial status (except for lawful senior housing in accordance with state and federal law), or disability, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of any unit nor will Borrower or any person claiming under or through Borrower, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees of any unit or in connection with the employment of persons for the construction, operation and management of any unit.

(b) Borrower shall accept as Tenants, on the same basis as all other prospective Tenants, persons who are recipients of federal certificates for rent subsidies pursuant to the existing housing program under Section 8 of the United States Housing Act, or its successor. Borrower may not apply selection criteria to Section 8 certificate or voucher holders that is more burdensome than criteria applied to all other prospective Tenants, nor will Borrower apply or permit the application of management policies or lease provisions with respect to the Development which have the effect of precluding occupancy of units by such prospective Tenants.

6.3 Application of Provisions. The provisions of this Agreement apply to the Development for the entire Term even if the County Loan is paid in full prior to the end of the Term. This Agreement binds any successor, heir or assign of Borrower, whether a change in interest occurs voluntarily or involuntarily, by operation of law or otherwise, except as expressly released by the County. The County is making the County Loan on the condition, and in consideration of, this provision, and would not do so otherwise.

6.4 Notice of Expiration of Term.

(a) At least six (6) months prior to the expiration of the Term, Borrower shall provide by first-class mail, postage prepaid, a notice to all Tenants containing (i) the anticipated date of the expiration of the Term, (ii) any anticipated increase in Rent upon the expiration of the Term, (iii) a statement that a copy of such notice will be sent to the County, and (iv) a statement that a public hearing may be held by the County on the issue and that the Tenant will receive notice of the hearing at least fifteen (15) days in advance of any such hearing. Borrower shall also file a copy of the above-described notice with the County Assistant Deputy Director, Department of Conservation and Development.

(b) In addition to the notice required above, Borrower shall comply with the requirements set forth in California Government Code Sections 65863.10 and 65863.11. Such notice requirements include: (i) a twelve (12) month notice to existing tenants, prospective tenants and Affected Public Agencies (as defined in California Government Code Section 65863.10(a)) prior to the expiration of the Term, (ii) a six (6) month notice requirement to existing tenants, prospective tenants and Affected Public Agencies prior to the expiration of the Term; (iii) a notice of an offer to purchase the Development to "qualified entities" (as defined in California Government Code Section 65863.11(d)), if the Development is to be sold within five (5) years of the end of the Term; (iv) a notice of right of first refusal within the one hundred eighty (180) day period that qualified entities may purchase the Development.

6.5 Covenants to Run With the Land. The County and Borrower hereby declare their express intent that the covenants and restrictions set forth in this Agreement run with the land, and bind all successors in title to the Development, provided, however, that on the expiration of the Term said covenants and restrictions expire. Each and every contract, deed or other instrument hereafter executed covering or conveying the Development or any portion thereof, is to be held conclusively to have been executed, delivered and accepted subject to the covenants and restrictions, regardless of whether such covenants or restrictions are set forth in such contract, deed or other instrument, unless the County expressly releases such conveyed portion of the Development from the requirements of this Agreement.

6.6 Enforcement by the County.

(a) If Borrower fails to perform any obligation under this Agreement, and fails to cure the default within thirty (30) days after the County has notified Borrower in writing of the default, the County may enforce this Agreement by any or all of the following actions, or any other remedy provided by law:

(1) Calling the County Loan. The County may declare a default under the Loan Documents, accelerate the indebtedness evidenced by the Loan Documents, and proceed with foreclosure under the Deed of Trust.

(2) Action to Compel Performance or for Damages. The County may bring an action at law or in equity to compel Borrower's performance of its obligations under this Agreement, and may seek damages.

(3) Remedies Provided Under Loan Documents. The County may exercise any other remedy provided under the Loan Documents.

(b) The County shall provide notice of a default to the Investor Limited Partner and any limited partner of Borrower who has requested written notice from the County in the manner set forth in Section 6.5 of the Loan Agreement, and the Investor Limited Partner shall have the right, but not the obligation, to cure any default under this Agreement and the County shall accept such cure on behalf of the Borrower.

6.7 Anti-Lobbying Certification.

(a) Borrower certifies, to the best of Borrower's knowledge or belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of

any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

(b) This certification is a material representation of fact upon which reliance was placed when the Loan Documents were made or entered into. Submission of this certification is a prerequisite for making or entering into the Loan Documents imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than Ten Thousand Dollars (\$10,000) and no more than One Hundred Thousand Dollars (\$100,000) for such failure.

6.8 Attorneys' Fees and Costs. In any action brought to enforce this Agreement, the prevailing party must be entitled to all costs and expenses of suit, including reasonable attorneys' fees. This section must be interpreted in accordance with California Civil Code Section 1717 and judicial decisions interpreting that statute.

6.9 Recording and Filing. The County and Borrower shall cause this Agreement, and all amendments and supplements to it, to be recorded in the Official Records of the County of Contra Costa.

6.10 Governing Law. This Agreement is governed by the laws of the State of California.

6.11 Waiver of Requirements. Any of the requirements of this Agreement may be expressly waived by the County in writing, but no waiver by the County of any requirement of this Agreement extends to or affects any other provision of this Agreement, and may not be deemed to do so.

6.12 Amendments. This Agreement may be amended only by a written instrument executed by all the parties hereto or their successors in title that is duly recorded in the official records of the County of Contra Costa.

6.13 Notices. Any notice requirement set forth herein will be deemed to be satisfied three (3) days after mailing of the notice first-class United States certified mail, postage prepaid, addressed to the appropriate party as follows:

County: County of Contra Costa
Department of Conservation and Development
30 Muir Road
Martinez, CA 94553
Attn: Assistant Deputy Director

Borrower: Richmond Hacienda, L.P.
c/o Mercy Housing California
1256 Market Street
San Francisco, CA 94102
Attn: Director of Real Estate Development

and

c/o Community Housing Development
Corporation of North Richmond
1535-A Third Street
Richmond, CA 94801

Investor Limited
Partner:

Wincopin Circle LLLP
c/o Enterprise Community Asset Management
70 Corporate Center
11000 Broken Land Parkway, Suite 700
Columbia, MD 21044
Attention: General Counsel

with a copy to:

Gallagher, Evelius & Jones LLP
218 N. Charles Street, Suite 400
Baltimore, Maryland 21201
Facsimile: (410) 468-2786
Attention: Kenneth S. Gross, Esq.

Such addresses may be changed by notice to the other party given in the same manner as provided above.

6.14 Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions of this Agreement will not in any way be affected or impaired thereby.

6.15 Multiple Originals; Counterparts. This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

6.16 Revival of Agreement after Foreclosure. In the event there is a foreclosure of the Development, this Agreement will revive according to its original terms if, during the Term, the owner of record before the foreclosure, or deed in lieu of foreclosure, or any entity that includes the former owner or those with whom the former owner has or had family or business ties, obtains an ownership interest in the Development.

[remainder of page intentionally left blank]

WHEREAS, this Agreement has been entered into by the undersigned as of the date first written above.

COUNTY:

COUNTY OF CONTRA COSTA, a political
subdivision of the State of California

By: _____
John Kopchik
Director, Department of Conservation and
Development

Approved as to form:

SHARON L. ANDERSON
County Counsel

By: _____
Kathleen Andrus
Deputy County Counsel

[signatures continue on following page]

BORROWER:

RICHMOND HACIENDA, L.P.,
a California limited partnership

By: Richmond Hacienda GP LLC,
a California limited liability company,
its managing general partner

By: Mercy Housing Calwest,
a California nonprofit public benefit corporation,
its sole member/manager

By: _____
Name: _____
Its: _____

By: CHDC, Richmond Hacienda LLC,
a California limited liability company
its co-general partner

By: Community Housing Development Corporation of North Richmond,
a California nonprofit public benefit corporation,
its sole member/manager

By: _____
Name: _____
Its: _____

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

STATE OF CALIFORNIA)
)
COUNTY OF _____)

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

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

WITNESS my hand and official seal.

Name: _____
Notary Public

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

STATE OF CALIFORNIA)
)
COUNTY OF _____)

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

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

WITNESS my hand and official seal.

Name: _____
Notary Public

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

STATE OF CALIFORNIA)
)
 COUNTY OF _____)

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

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

WITNESS my hand and official seal.

 Name: _____
 Notary Public

EXHIBIT A

Legal Description

The land referred to is situated in the County of Contra Costa, City of Richmond, State of California, and is described as follows:

Parcel 1 of that certain Map entitled "Parcel Map MS 755-19", recorded August 7th 2020, in Book 216 of Parcel Maps, at Pages 26 and 27, Contra Costa County Official Records.

APN: 534-370-028



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: May 18, 2021

Subject: Payments for Services Provided by John Muir Behavioral Health Center

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Auditor-Controller, or designee, to pay \$108,196 to John Muir Behavioral Health Center for the provision of inpatient psychiatric treatment services including diagnostic and therapeutic services and mental health treatment, for the period July 1, 2017 through June 30, 2020.

FISCAL IMPACT:

This one-time payment in the amount of \$108,196 is funded 100% by Mental Health Realignment funds.

BACKGROUND:

Contra Costa Regional Medical Center (CCRMC) refer patients to John Muir Behavioral Health Center when CCRMC inpatient psychiatric units become full. John Muir Behavioral Health Center has been providing inpatient psychiatric treatment services under this contract since May 2000.

On October 17, 2017, the Board of Supervisors approved Contract #24-794-8(17) with John Muir Behavioral Health Center, in an amount not to exceed \$1,550,000 for the provision of inpatient psychiatric treatment services including diagnostic and therapeutic services and mental health treatment for the period from July 1, 2017 through June 30, 2018.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **05/18/2021** 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: May 18, 2021

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

Contact: Suzanne Tavano, Ph.D.,
925-957-5212

By: Wendy Mascitto, Deputy

BACKGROUND: (CONT'D)

On May 8, 2018, the Board of Supervisors approved Contract #24-794-8(18) with John Muir Behavioral Health Center in an amount not to exceed \$1,550,000 for the provision of inpatient psychiatric treatment services including diagnostic and therapeutic services and mental health treatment for the period from July 1, 2018 through June 30, 2019.

On April 19, 2019, the Board of Supervisors approved Amendment Agreement #24-794-8(21) to increase the payment limit from \$1,550,000 to a new payment limit of \$3,020,781 with no change in the term. On June 18, 2019, the Board of Supervisors approved Amendment Agreement #24-794-8(23) to increase the payment limit from \$3,020,781 to a new payment limit of \$3,270,781 with no change in the term.

On June 11 2019, the Board of Supervisors approved Contract #24-794-8(22) with John Muir Behavioral Health Center in an amount not to exceed \$3,020,781 for inpatient psychiatric services for the period July 1, 2019 through June 30, 2020. On April 28, 2020, the Board of Supervisors approved Amendment Agreement #24-794-8(25) to increase the payment limit from \$3,020,781 to a new payment limit of \$4,132,549 with no change in the term.

Due to administrative oversight and staff turnover, several claims during fiscal years 2017-18 and 2019-20 were not received or paid by the County and the contracts do not have sufficient funds to pay the demands. Therefore, the County has determined that John Muir Behavioral Health Center 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:

John Muir Behavioral Health Center will not be paid for psychiatric treatment services rendered in good faith.

ATTACHMENTS



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: May 18, 2021

Subject: Payments for Services Provided by Baltic Sea Manor, LLC

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Auditor-Controller, or designee, to pay \$1,500 to Baltic Sea Manor, LLC for additional augmented board and care facilities services, including twenty-four-hour emergency residential care and supervision for eligible clients, for the period April 1, 2020 through March 31, 2021.

FISCAL IMPACT:

This one-time payment is funded 100% by County General Fund revenues budgeted for the PATCH Program.

BACKGROUND:

In April 2020, the County Administrator approved and the Purchasing Services Manager executed Contract #72-144 with Baltic Sea Manor, LLC, in an amount not to exceed \$144,000 for augmented board and care facilities services including twenty-four-hour emergency residential care and supervision for eligible clients who are specifically referred to facility operator, for the period April 1, 2020 through March 31, 2021.

Contra Costa Regional Medical Center (CCRMC) referred clients to Baltic Sea Manor, LLC and there was an unanticipated increase in the need for additional services during the contract term and the contract payment limit was exceeded.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **05/18/2021** 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: May 18, 2021

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

By: Wendy Mascitto, Deputy

Contact: Samir Shah, M.D.,
925-370-5525

BACKGROUND: (CONT'D)

As requested by the County, Baltic Sea Manor, LLC provided additional board and care services in good faith. CCRMC Administration has therefore determined that Baltic Sea Manor, 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 reasonable value of those services.

CONSEQUENCE OF NEGATIVE ACTION:

If not approved, Baltic Sea Manor, LLC will not be paid for psychiatric treatment services rendered in good faith.

ATTACHMENTS



Contra
Costa
County

To: Board of Supervisors
From: Monica Nino, County Administrator
Date: May 18, 2021

Subject: Quarterly Report of the Post Retirement Health Benefits Trust Agreement Advisory Body

RECOMMENDATION(S):

ACCEPT quarterly report of the Post Retirement Health Benefits Trust Agreement Advisory Body.

FISCAL IMPACT:

No specific fiscal impact. This is a quarterly report of the County's assets in the Public Agency Retirement Services (PARS) Public Agencies Post-Retirement Health Care Plan Trust.

BACKGROUND:

On December 14, 2010, the Board of Supervisors directed the formation of a Post Retirement Health Benefits Trust Agreement Advisory Body (consisting of the County Administrator, County Finance Director, Treasurer-Tax Collector, Auditor-Controller, and Health Services Finance Director).

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **05/18/2021** 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: May 18, 2021
, County Administrator and Clerk of the Board of Supervisors

Contact: Lisa Driscoll, County Finance Director (925) 335-1023

By: Wendy Mascitto, Deputy

BACKGROUND: (CONT'D)

At its meeting of August 4, 2011, the body discussed and reviewed final report formats with HighMark Capital Management and made recommendations regarding a final standardized quarterly report. The attached report is in the standardized format.

The following is the investment summary for the period ending March 31, 2021:

Investment Summary	First Quarter 2021
Beginning Value	\$399,003,595.89
Net Contributions/Withdrawals	4,953,823.47
Fees Deducted	-51,898.92
Income Received	1,402,265.02
Market Appreciation	8,837,892.88
Net Change in Accrued Income	-90,737.65
Market Value	\$414,054,940.69

Additional Materials -

A Post Retirement Health Benefits Trust Agreement Advisory Body web-page can be found at the following address: <http://ca-contracostacounty.civicplus.com/index.aspx?NID=2915>. The page describes the function of the body, posts quarterly meeting materials, and all pertinent trust and plan documents.

ATTACHMENTS

Quarterly Report (Q1, 2021)

**PARS: County of Contra Costa
First Quarter 2021**

**Presented by
Andrew Brown, CFA**

This presentation has been prepared for the sole use of the intended recipient. While the information contained herein has been obtained from sources believed to be accurate and reliable, any other reproduction or use of this information may necessitate further disclosures in order to ensure that the presentation is accurate, balanced, and conforms to all applicable regulatory requirements.

DISCUSSION HIGHLIGHTS

U.S. Economic and Market Overview

Fueled by another massive dose of fiscal stimulus for the second consecutive quarter and the ongoing deployment of vaccines, the economic flame is likely to continue burning hot in 2021. President Biden's \$1.9 trillion American Rescue Plan effectively supersized the already enormous fiscal support pumped into the domestic economy in response to the impact of the pandemic.

While 9.7 million fewer Americans are employed relative to pre-pandemic levels, the job market recovery continues with solid momentum. Nonfarm payrolls rose by 916,000 in March--the most since October 2019--while new unemployment claims declined at the fastest rate since the pandemic began and unemployment edged down to 6 percent at quarter-end.¹

Equity markets continued to cheer progress towards putting the pandemic in the rearview mirror with the large cap S&P 500 index gaining 6.2 percent year-to-date. In a change of pace from the prior three quarters, and reflecting increasing confidence in a robust economic recovery, more cyclically sensitive domestic large cap value stocks significantly outperformed growth stocks during the first quarter by 9.1 percent.² International stocks also posted a solid quarter, rising by 3.5 percent.³

Cyclically sensitive equity sectors including energy, financials and industrials--the biggest underperformers of 2020--outperformed strongly this year while last year's leading technology companies lagged. U.S. small cap stocks, which are typically more leveraged to the domestic economy relative to their larger peers, have been the best performing asset class over the past year, logging a staggering return of 95.2%.⁴

As consumer and industrial demand surges, commodity prices responded by sending crude oil prices up some 22 percent⁵ during the first quarter. Another closely followed economic barometer in the commodity complex, the price of copper, also affirmed the strength of the global economic rebound. The industrial metal now costs nearly double what it was selling for just one year ago.

While equity markets embraced fiscal stimulus-induced economic progress, bond markets recoiled as inflation and growth expectations reset, sending interest rates higher. The bellwether 10-year Treasury yield reached 1.74 percent at quarter-end nearly doubling its level at the start of the year.

Source:

- 1 U.S. Bureau of Labor Statistics
- 2 MSCI USA Large Cap Value Index versus MSCI USA Large Cap Growth Index
- 3 MSCI EAFE Index USD
- 4 MSCI USA Small Cap Index
- 5 West Texas Intermediate crude oil

Bond index returns fell in suit, with longer-term investment grade bonds faring the worst--falling by over 10% year-to-date.⁶ Only the most credit-sensitive sectors of the fixed income market were able to overcome the headwinds of rising interest rates to post positive returns for the quarter. Bank loans and high yield bonds benefited from tightening credit spreads and lower sensitivity to the Treasury yield curve. Tax-exempt municipal bonds, while not totally immune from rising rates, fared better due to a combination of stimulus measures intended to shore up state and local finances and increasing prospects for higher taxes on the wealthy.

Not all Roses

Flourishing economic optimism remains at least partially balanced by some notable areas that continue to concern financial markets. In the geopolitical realm, U.S. tensions with China may be bound for a return to the front burner following China's recent \$400 billion, 25-year strategic agreement with Iran that calls for joint weapons development and the sharing of intelligence. Such an agreement only raises the odds that the relationship between the world's two largest economies becomes increasingly antagonistic.

And of course, the pandemic remains in play. While deployment of vaccines has been an unqualified game changer, declaring victory in the war against COVID-19 may be premature. Many more shots need to make their way into arms before business-as-usual returns. Here in the U.S., as some states lift mask requirements and restrictions on gatherings, there is concern over a "fourth wave" of infections and hospitalizations due to the existing and emerging variants of the virus. Internationally, the deployment of vaccines has not gone as well as it has domestically. In fact, many countries are already dealing with a resurgence in infections. In this regard, optimism is at risk of being derailed if the progress of global vaccine deployment does not step up to meet expectations.

Looking Forward

After twelve months of increasing equity market valuations, the follow-through for corporate earnings is a critical underpinning of future returns. Known and unknown risks notwithstanding, it would not be shocking to see company earnings surprise to the upside again in the second quarter, similar to when the U.S. emerged from the 2008 financial crisis. We believe economically sensitive areas of the market are poised to show strong earnings growth due to low expectations and an uplift in stimulus-driven demand.

With the recession behind us and a robust early-stage recovery in force, companies should perform well this year. We believe risk asset returns in 2021 and beyond will be driven by the interplay of improving fundamentals, counterbalanced by valuation compression, as the market cycle matures. Meanwhile, fixed income asset classes, particularly those with longer durations, will continue to battle the headwinds of increasing public debt and a reflationary economic outlook. Such a challenging environment for fixed income must be balanced with the potential for an escalation of prevailing uncertainties that can quickly change market appetite for risk assets.

⁶ Source: Barclays Long U.S. Govt/Credit

Market Overview/Performance Discussion

Total Plan

The County of Contra Costa OPEB Plan returned 2.51% net of investment fees in the first quarter, which exceeded the County's Plan benchmark target of 2.32%. From a performance perspective, maintaining an overweight to equities of 2% was the most beneficial decision in the quarter. The equity segment gained 6.76%, to cap off a twelve-month period of performance where the Plan's equities gained 63.43%. In the quarter, small cap equity was the top performing asset class returning 11.43%, but lagged the small cap benchmark due to underperformance from our small cap growth manager. The shift in cyclical performance that we saw in the fourth quarter of 2020 has continued, with small cap equities benefitting. REIT equity posted a strong return, up 8.77%, making it the second strongest performing equity category for the Plan in the quarter. Further strength from the equity segment came from large cap investments (+6.43%), which outperformed the Russell 1000 Index in the quarter, due to the performance from our large cap value managers. The Dodge & Cox Stock fund returned 15.86%, and the iShares S&P500 Value ETF returned 10.69%. Three of the four international equity managers outperformed their benchmark targets in the quarter, however, both global equity managers trailed the MSCI-AWCI in the first quarter, which translated into a lack-luster gain of 3.98% for our international/global equity segment.

Fixed income returns declined -3.30%, which was barely ahead of the Bloomberg Barclays US Aggregate Bond Index decline of -3.37%. Yields rose/ prices fell in the quarter as investors questioned whether inflationary trends would cause central bank policy tightening. Lower quality outperformed higher quality in the quarter. While our fixed income segment outperformed our target benchmark in the quarter, all four managers performed below the peer median average in the quarter. Reflecting the notion of lower quality outperforming was the Pimco High Yield Fund, which returned 0.06% in the quarter, which equated to the strongest performer in the quarter for fixed income.

Domestic Equity

The significant ramp in vaccinations throughout the quarter drove investor optimism for a meaningful acceleration in economic growth for 2021. Investments that were most impacted from economic closure last year led the way for a second quarter in a row, in anticipation of the vaccine-induced rebound. The more economically sensitive small cap Russell 2000 Index outperformed the large cap Russell 1000 Index by nearly 7%. Value outperformed growth as the large cap value style (Russell 1000 value) bested large cap growth (Russell 10000 Growth) by over 10% points. Once again, the energy, financials, and industrial sectors led the way posting double-digit gains for the quarter. Defensive sectors such as consumer staples and utilities lagged. Information technology also underperformed likely digesting the significant gains registered in 2020.

Cyclical economic data points were off the charts during the first quarter. The National Association of Home Builders (NAHB) Index that hit an all-time high in November 2020, remained at historically high record levels throughout the quarter. The Manufacturing Purchasing Manager Index (PMI) hit 30+ year highs in March. Although volatile, retail sales on a monthly basis was exceptional in the first quarter. Interest rates rose materially during the quarter pointing to a sharp rise in growth expectations over the ensuing months.

In a continuation of last quarter's comments on general speculation in the market, some of the frothy areas began to cool during February and March. In particular, the Special Purpose Acquisition Company (SPAC) category (defined by the IPOX SPAC Index) had begun the quarter with strong gains, but sold off in the later weeks of the quarter to end in the red at the end of March. As well, more speculative growth stocks also have begun to underperform beginning in late February. Finally, a highly leveraged hedge fund, Archegos, was liquidated following losing trades. On the other hand, digital currency continued its torrid ascent with bitcoin in particular, doubling in the quarter.

• **The Plan's large cap equity segment returned 6.43% in the quarter, which exceeded the Russell 1000 Index return of 5.91%.**

- The Columbia Contrarian Core Fund returned 7.13% in the quarter, which exceeded the benchmark. The Fund ranked in the 35th percentile of the Morningstar U.S. Large Cap Blend Universe.
- The Harbor Capital Appreciation Fund returned -3.37% in the quarter, which trailed the Russell 1000 Growth Index's return of 0.94%. The Fund ranked in the 97th percentile of the Morningstar U.S. Large Growth Universe.
- The T. Rowe Price Growth Stock Fund returned 2.58% in the quarter, which beat the Russell 1000 Growth Index. The Fund ranked in the 40th percentile of the Morningstar U.S. Large Growth Universe.
- The Dodge and Cox Stock Fund gained 15.86% in the quarter and outperformed the Russell 1000 Value Index's return of 11.26%. The Fund ranked in the 12th percentile of the Morningstar U.S. Large Value Universe.
- The Vanguard Growth and Income Fund registered a 6.92% return in the quarter, which exceeded the Russell 1000 Index. The Fund ranked in the 39th percentile of the Morningstar U.S. Large Blend Universe.
- The iShares S&P500 Value ETF returned 10.69%, which trailed the Russell 1000 Value Index.

• **The mid cap equity segment returned 8.14% in the quarter, which matched the Russell Mid Cap Index return of 8.14%.**

- The iShares Russell Mid Cap ETF returned 8.12% in the quarter.

• **The small cap equity segment returned 11.43% in the quarter, which underperformed the Russell 2000 Index return of 12.7%.**

- The Victory RS Small Cap Growth Fund returned -2.56% in the quarter, which underperformed the Russell 2000 Growth Index return of 4.88%. The fund ranked in the 95th percentile of the Morningstar U.S. Small Growth Universe.
- The Undiscovered Managers Behavioral Value Fund returned 22.72% in the quarter, and beat the Russell 2000 Value Index's return of 21.17%. The Fund ranked in the 34th percentile of Morningstar's U.S. Small Value Universe.
- The iShares Russell 2000 Index ETF returned 12.65% in the quarter.

Real Estate Equity

With fears of the virus diminishing, as reflected by numerous states re-opening their economies, REIT equity posted strong returns in the first quarter. Rising interest rates could not deter the rally in REITs as many of the broader REIT segments showed strong gains. Leading categories included regional malls (+32.6%), shopping centers (+25.3%), lodging & leisure (+14.9%), apartment-residential (+11.6%), and self storage (10.3%). Many of these segments declined in the early months of the pandemic, but are now rallying on the belief that the economy will continue to recover, and that stimulus payments will support both consumption, and the continued payment of rents. Taking an optimistic view of the REIT market, we are hopeful that a continuation of the economic recovery, supported by gains on the employment front, and aided by strong consumer confidence levels, can support further returns from the REIT sector. Low interest rates will also likely support property asset prices.

•**The Plan's REIT equity returned 8.77% in the quarter, which was in-line with the Wilshire REIT Index return of 8.81%**

International/Global Equity

Reversing the prior quarter's relative performance, both Developed and Emerging international equity markets underperformed the S&P 500 Index. Rising Covid-19 case counts outside of the U.S. drove increased shutdowns and reduced economic activity resulting in modest equity returns. For example, new daily case counts in India and Brazil reached new highs in the first quarter with a surge in cases across European countries. The AstraZeneca vaccine suspensions in Europe likely contributed to the rise in the region's Covid-19 cases.

Higher case counts led to mixed economic data in international markets. Retail sales data weakened in areas of higher case numbers (e.g. Europe and Brazil), but remained positive in low case count regions (e.g. China and South Korea). On the other hand, PMI's for both the manufacturing and services sectors were still indicating expansion in most all countries. Unemployment rates were mixed internationally, but generally pointed to overall economic improvement.

With global central banks' stimulus at high levels since the pandemic began, money supply growth has increased materially over the last year. While central bank purchases flattened in most regions for the quarter, China, along with the U.S., saw a continued rise in the growth of money supply. Even with this ongoing monetary support in conjunction with many countries contributing fiscal support, inflation expectations remained contained. While prices did pick up modestly, inflation in international markets has yet to be much of a concern for investors.

The top Developed market performers for the quarter included Netherlands (+12%), Italy (+11%), and France (+10%). Netherlands performed well driven by Technology, and Italy continued to recover after lagging its neighbors in 2020. The underperformers were Australia, United Kingdom, and Switzerland all up slightly less than 5%. Emerging markets were led by Chile (+17%), South Africa (+13%), and Taiwan (+13%). Commodity strength contributed to gains in Chile and South Africa. The underperforming markets included Argentina (-6%), Turkey (-4%), and Malaysia (-2%).

International/Global Equity (Cont.)

- **The Plan's international/global equity segment returned 3.98% in the quarter. This return outperformed the MSCI EAFE Index return of 3.48% but trailed the MSCI ACWI Index return of 4.57%.**
 - The iShares Core MSCI EAFE Index ETF returned 3.72% in the quarter.
 - The Dodge & Cox International Stock Fund returned 7.16% in the quarter and outperformed the MSCI EAFE Index. The Fund ranked in the 49th percentile of the Foreign Large Value Universe as measured by Morningstar.
 - The MFS International Growth Fund returned 0.63% in the quarter which trailed the MSCI EAFE Index. The Fund ranked in the 43rd percentile for foreign large growth managers as measured by Morningstar.
 - The iShares MSCI ACWI Index ETF returned 4.58% in the quarter.
 - The American Funds New Perspective Fund recorded a 2.26% return in the quarter, which trailed the MSCI ACWI Index and ranked in the 77th percentile within the Morningstar World Large Stock Universe
 - The MFS Global Equity R6 Fund gained 3.85%, which lagged the benchmark and ranked in the 63rd percentile of the Morningstar World Large Stock Universe.
 - The Hartford Schroders Emerging Market Equity Fund returned 3.54% during the quarter and exceeded the MSCI Emerging Market benchmark return of 2.29%. The Fund ranked in the 43rd percentile of the Morningstar Diversified Emerging Market Universe.

Fixed Income

The first quarter of 2021 was characterized by a perfect storm of dovish global central bank monetary policies, a faster than anticipated vaccine roll-out, a third round of U.S. fiscal stimulus, and improving economic data. As a result, interest rates rose sharply during the quarter, the interest rate curve steepened, and investment grade and high yield credit spreads modestly tightened with lower quality and longer maturity spreads leading the way.

At the March FOMC meeting, the Fed held rates near zero and signaled no inclination to raise rates until 2023. The Committee re-emphasized their pledge to their new policy-making framework, which entails a willingness to remain patient to achieve extended inflation readings of above 2%, as defined by Core PCE, before lifting rates. First announced at the August 2020 Jackson Hole summit, this is a significant departure from the historical dual mandate policies where the Fed would act pre-emptively based on inflation and employment forecasts. Furthermore, the Fed will continue to purchase \$80 billion of U.S. Treasuries and \$40 billion of agency mortgages per month as part of its quantitative easing program and did not provide guidance when tapering of asset purchases could begin. Global central banks, including the Fed, ECB and Bank of Japan, remain highly accommodative and hold a record \$29 trillion of assets on balance sheet to help support both the markets and economy.

Given the unprecedented amount of fiscal stimulus and positive movement toward re-opening, U.S. economic data rebounded sharply with impressive gains in manufacturing, employment, retail sales and producer prices. Renewed focus on inflationary risks took center stage in the first quarter, fueled by the significant decline in Covid infection rates, the administration's push for accelerating its vaccine timeline and the latest \$1.9 trillion stimulus package. Actual first quarter inflation data was subdued, however the big debate is whether the current increase in inflation expectations will be transitory in nature or more sustained.

Interest rates rose sharply during the quarter and the interest rate yield curve steepened. Notably, 10-year yields increased 82 basis points to 1.74% while the 30 year bond rose 76 bps to 2.41%. This translated to a 7.0% and 15.75% price decline for 10 and 30 year U.S. Treasuries respectively. However, short maturity yields remained relatively anchored by Fed Funds expectations with 2-year treasury yields increasing only 4 basis points to 0.16%, 3-year yields increasing 18 basis points to 0.35% and 5-year yields increasing 58 bps to 0.94% reflecting the market's anticipation that the Fed may need to accelerate its tapering timeline. Real yields rose from -1.1% to -0.64% while TIPS break-evens, a reflection on inflation expectations, rose from 1.99% to 2.37% at quarter-end.

Investment grade corporate bonds and securitized products posted negative total returns during the quarter, however outperformed relative to treasuries as credit spreads contracted. The Bloomberg Barclays Aggregate Bond Index total return declined -3.37%, primarily reflecting U.S. Treasury weakness. The Barclays U.S. Treasury Index posted a 4.25% loss for the quarter which was the largest since Q4/2016. Investment grade corporate bonds from a total return perspective declined 4.7% during the quarter, however outperformed similar duration treasuries by +95 basis points. Investment grade corporate bond index credit spreads tightened 5 bps to +91, close to the post financial crisis tight of +86 achieved on February 1st, 2018.

Fixed Income (Cont.)

With respect to the internally managed fixed income portfolio, the portfolio slightly exceeded the benchmark on a relative basis due to the credit overweight, as corporate bonds modestly outperformed. Also contributing to relative performance was the portfolio duration positioning at 10% shorter than the index duration, as interest rates backed up significantly. In terms of curve positioning, the portfolio was bulleted to intermediate maturities as credit curves flattened, which marginally detracted from performance during the quarter. Covid-sensitive industries such as energy, materials, airlines and autos were notable outperformers, while lower quality investment grade and longer duration holdings performed best. During the period, we added exposure to areas of the market that offered attractive relative value, including BBB energy names, select Airline Equipment Trusts (EETC's), Insurance and non-US banks. The portfolio returned -3.25% in Q1/21, outperforming the benchmark by 12 basis points and is 227 basis points ahead of the Index over a 1-year time period.

•The Plan's fixed income segment returned -3.3% in the quarter, which slightly exceeded the Bloomberg Barclays Aggregate Index return of -3.37%.

- The separately managed fixed income portfolio returned -3.25% which beat the benchmark. The portfolio would have ranked approximately in the 51st percentile of the Morningstar U.S. Intermediate Term Core-Plus Bond Universe.
- The PIMCO Total Return Bond Fund posted a -3.09% return in the quarter, which ranked in the 73rd percentile of Morningstar's U.S. Intermediate-Term Core-Plus Bond Universe. The Fund outperformed the Index.
- The Prudential Total Return Bond Fund returned -4.44% in the quarter. This ranked in the 98th percentile of Morningstar's U.S. Intermediate-Term Core-Plus Bond Universe and underperformed the benchmark.
- The Pimco High Yield Bond Fund gained 0.06% in the quarter, which ranked in the 86th percentile of the Morningstar US Fund High Yield Bond Universe. The Fund trailed the ICE BofA High Yield Master II Index return of 0.9%.

Alternatives

The Alternatives portion of the Plan returned 0.5% which trailed the Wilshire Liquid Alternative Index return of 2.17%. The alternative managers provided modest returns in the first quarter. The BlackRock Strategic Income Fund gained 0.22%. Structured products (+0.48%), high yield (+0.3%), global macro (+0.15%) and municipal bonds (+0.08%) were the positive areas for the Fund. The main detractor was emerging market debt (-0.24%). The managers reduced their duration target from 2.6 years to 1.2 years in the quarter. While high yield was one of the highlights in the quarter, the managers reduced their high yield allocation, and their emerging market allocation in the quarter. The managers are moving to a more defensive strategy, which embraces reducing duration, lowering beta exposure, and increasing their cash allocation, currently 15% of the portfolio. The BlackRock Event Driven Fund returned 0.7%. Soft catalyst events (+0.43%) added slightly more than hard catalyst events (+0.27%) in the quarter. The largest individual hard catalyst position currently is the Siemens Healthineers/Varian Medical merger, followed by Analog Devices/maxim Integrated, and Salesforce/Slack Technologies.

In the middle of March, we exited out of our position in the Eaton Vance Global Macro Fund. The decision to exit the Fund had nothing to do with performance of the investment. An affiliated company related to our Firm (Morgan Stanley) acquired the Eaton Vance Fund family (parent company of Eaton Vance Global Macro Fund), and our compliance department ruled that holding a position in Eaton Vance would represent a conflict of interest. We replaced the Eaton Vance Fund with the Western Asset Macro Opportunities Fund. This Fund is an opportunistic global-macro fixed income strategy that seeks to maximize total return via long-term value investing and active management of duration, yield curve and portfolio volatility. The Fund is unconstrained, which means that the manager's investment decisions are independent of benchmark constraints. The Fund will usually offer low correlations with other traditional fixed income and equity investments. At quarter-end, the managers had 47% allocated to foreign currency and 41% allocated to investment grade fixed income. Emerging markets (bond and currency exposure) will usually represent a large portion of the fund's holdings. At quarter-end the managers had a 31% exposure to emerging markets. Additionally, high yield represented 13% of the Fund at quarter-end.

• **The alternative investment segment returned 0.5% in the quarter, which trailed the Wilshire Liquid Alternatives Index return of 2.17%.**

- The BlackRock Strategic Income Opportunity Fund returned 0.22%, which lagged the benchmark, and ranked in the 52nd percentile of Morningstar's Non-Traditional Bond Universe.
- The BlackRock Event Driven Equity Fund returned 0.7% in the quarter and ranked in the 69th percentile of the Morningstar U.S. Fund Market Neutral Universe.
- The Eaton Vance Global Macro Absolute Return Fund returned 0.0% which ranked in the 62nd percentile of Morningstar's Non-Traditional Universe. We exited the Fund on March 17.
- For the full quarterly period, the Western Asset Global Macro Fund declined -8.58%. We initiated a position in the Fund on March 31.

Asset allocation/Manager Changes

We ended the quarter with a target asset allocation of 58% stocks, 39% bonds, 2.5% alternatives, and 0.5% cash. We increased the equity allocation by 1% in the quarter; reducing our fixed income allocation by -0.5% and our alternative investments by -0.5%.

As mentioned previously, we exited our position in the Eaton Vance Global Macro Fund, and replaced this manager with the Western Asset Macro Opportunities Fund.

Economic and Market Forecasts - March 2021		
	2021	2022
	Assumptions	Assumptions
GDP	5.5% - 7.5%	3.4%- 4.4%
S&P 500 Earnings	\$165 - \$175	\$190 - \$210
Unemployment	5.6% - 6.3%	4.8% - 5.5%
Core PCE Inflation	1.8% - 2.0%	1.8% - 2.0%
Fed Funds Target	0.0% - 0.25%	0.0% - 0.25%

2021-2022 projections

Selected Period Performance

PARS/COUNTY OF CONTRA COSTA PRHCP

Account 6746038001

Period Ending: 3/31/2021

	Year to Date (3 Months)	1 Year	3 Years	5 Years	10 Years	Inception to Date 02/01/2011
Cash Equivalents	.01	.06	1.28	1.02	.53	.52
<i>Lipper Money Market Funds Index</i>	.00	.08	1.24	.95	.48	.47
Fixed Income ex Funds	-3.25	2.98	4.88	3.41	3.72	3.74
Total Fixed Income	-3.30	3.66	4.96	3.62	3.82	3.85
<i>BBG Barclays US Aggregate Bd Index</i>	-3.37	.71	4.65	3.10	3.44	3.41
Total Equities	6.76	63.43	13.43	14.17	10.78	10.76
Large Cap Funds	6.43	61.73	16.86	16.79	13.76	13.43
<i>Russell 1000 Index</i>	5.91	60.59	17.31	16.66	13.97	14.14
Mid Cap Funds	8.14	73.08	14.51	14.47	11.44	11.51
<i>Russell Midcap Index</i>	8.14	73.64	14.73	14.67	12.47	12.83
Small Cap Funds	11.43	96.73	15.20	16.71	13.12	13.35
<i>Russell 2000 Index</i>	12.70	94.85	14.76	16.35	11.68	12.35
International Equities	3.98	52.97	9.28	11.72	6.89	7.02
<i>MSCI AC World Index</i>	4.57	54.60	12.07	13.21	9.14	9.29
<i>MSCI EAFE Index</i>	3.48	44.57	6.02	8.85	5.52	5.53
<i>MSCI EM Free Index</i>	2.29	58.39	6.48	12.07	3.65	4.08
REIT Funds	8.77	35.83	10.90	6.13	8.78	8.72
<i>Wilshire REIT Index</i>	8.81	34.74	9.04	4.96	8.48	8.66
Alternatives	.50	12.83	1.72	1.24	.81	.80
<i>Dynamic Alternatives Index</i>	2.17	15.21	2.84	3.00		
Total Managed Portfolio	2.53	33.67	9.54	9.04	7.31	7.24
Total Account Net of Fees	2.51	33.60	9.47	8.96	7.20	7.14
<i>Contra Costa Policy Benchmark</i>	2.32	31.81	9.78	9.02	7.46	7.56

Inception Date: 02/01/2011

* Benchmark from February 1, 2011 to June 30, 2013: 18% Russell 1000 Index, 6% Russell Midcap Index, 8% Russell ACWI Index, 10% MSCI EAFE Index, 45% Barclays Aggregate Index, 4% DJ Wilshire REIT Index, 1% Citigroup 3 Month T Bill Index. From July 1, 2013 to June 30, 2015: 17% Russell 1000 Index, 6% Russell Midcap Index, 8% Russell AC World US Index, 7% MSCI AC World US Index, 9% MSCI EAFE Index, 38% Barclays Aggregate Index, 4% DJ Wilshire REIT Index, 10% HFRI FOF Market Defensive Index, 1% Citigroup 3 Month T-Bill Index. From July 1, 2015 to September 30, 2019: 17% Russell 1000 Index, 6% Russell Midcap Index, 8% Russell AC World US Index, 7% MSCI AC World Index, 9% MSCI EAFE Index, 38% Barclays Aggregate Index, 4% DJ Wilshire REIT Index, 10% Wilshire Liquid Alternative Index, 1% Citigroup 3 Month T-Bill Index. From October 1, 2019: 43% BBG Barclays US Aggregate Bd Index, 1% FTSE 3 Month T-Bill Index, 8% MSCIAC World Index, 10% MSCI EAFE Index, 19% Russell 1000 Index, 9% Russell 2000 Index, 6% Russell Midcap Index, 4% Wilshire REIT Index. ** Dynamic Alternatives Index represents the HFRI FOF Market Defensive Index from 07/01/2013 until 06/30/2015, and then the Wilshire Liquid Alternatives Index from 07/01/2015 onwards. Returns are gross-of-fees unless otherwise noted. Returns for periods over one year are annualized. The information presented has been obtained from sources believed to be accurate and reliable. Past performance is not indicative of future returns. Securities are not FDIC insured, have no bank guarantee, and may lose value.

Manager Watch List

Name of Fund	Date on watch list	Date exiting watch list	Recommendation	Rationale
<i>Dodge & Cox International</i>	3Q 2018	1Q 2021	Retain Investment, Exit watch list	The Fund trailed the median ranking within their peer universe on a three-year rolling basis, primarily because of back-to-back disappointing years in 2018 (81st percentile) and 2017 (72 nd percentile). 2019 and 2020 saw the managers post stronger returns. From a three-year rolling average standpoint, as of 3/31/2021 , the disappointment of 2017 'rolled off' the three year track record, leaving the managers with a peer ranking in the 34 th percentile of the Morningstar Foreign Large Value Universe. We feel comfortable retaining the managers and removing them from the watch list.
<i>Highmark Capital Fixed Income team</i>	4Q2020		Retain Investment, Exit watch list	Within the Plan, there is an allocation in fixed income that is internally managed by Highmark Capital. In the second quarter of 2020, the lead manager of this team, Jack Montgomery retired. The 'team' has generated a 2.98% return, relative to the benchmark return of 0.71% over the previous 12-months. This return would have ranked in the 47 th percentile of the Morningstar U.S. Intermediate-Term Core Bond Universe. The team has added two members over the previous twelve months, which shows management's commitment to the strategy. We are comfortable removing them from watch, and retaining the strategy.
<i>Undiscovered Managers Behavioral Value Fund</i>	4Q2020		Retain on watch list	The first quarter return of 22.72% represented the leading absolute return for the Plan in the quarter. The managers outperformed the benchmark and ranked in the top third of their peer universe in Q1. While technically they have 'earned' their way off the watch list, the bulk of their recent strong performance came in the fourth quarter of 2020 where they posted a 43.3% return, which ranked in the 1 st percentile of the Morningstar U.S. Small Value Universe. We would like to maintain watch list status for one more quarter.

Investment Strategy As of March 31, 2021

Tactical Asset Allocation

Asset Class	% Portfolio Weighting			Rationale
	Target	Current Portfolio	Over/Under Weighting	
Cash	1.0%	0.5%	-0.5%	<ul style="list-style-type: none"> Money market yields are at 0.01%. We maintain an underweight allocation to cash
Fixed Income	43.0%	39.0%	-4%	<ul style="list-style-type: none"> Bond yields are at historically low levels, and fixed income will likely offer modest total return. High yield spreads continue to offer modest value as investors search for yield in a low interest rate environment. The sell-off in the recent quarter showed that inflationary trends serve as a looming risk for fixed income investors.
Alternatives	0.0%	2.5%	+2.5%	<ul style="list-style-type: none"> Alternatives offer a reasonable diversification benefit with respect to the 95% of the portfolio which is invested in fixed income and equities.
Real Estate (REITS)	4.0%	3.5%	-0.5%	<ul style="list-style-type: none"> Interest rates will likely be low for several years, which will support valuation. The pandemic will likely secularly alter some REIT sectors such as office, industrial, and regional malls. However, we believe with the roll-out of vaccines, many of the REIT sectors will rally under the 're-opening' trade. The risk and reward seems reasonable with respect to REIT equity.
Global Equity	8.0%	7.0%	-1.0%	<ul style="list-style-type: none"> We expect global equities to trade on central bank stimulus, the path of the coronavirus, and the ability of various global economies to recover in 2021/22. The recovery in global equities might be uneven due to Covid cases spiking in Europe, South America, and some select Asian countries. But as long as vaccines can be manufactured and then delivered to the global population, the recovery will likely be merely pushed out 3-4 months. One dynamic we are monitoring is the developments between China and Taiwan. Global tensions could spill over and pressure equities.
International (Developed)	10.0%	9.0%	-1.0%	<ul style="list-style-type: none"> The comments above related to global equity hold true for international developed equity markets as well.
International (Emerging)	0.0%	2.5%	+2.5%	<ul style="list-style-type: none"> Compelling valuations and a better outlook on trade with the Biden administration is encouraging. Emerging market stocks continue to be supported by a Chinese led rebound. China's recovery has been driven by a combination of domestic stimulus and strong export growth. A weakening of the U.S. dollar has also contributed to gains.
Total Domestic Equity	34.0%	36.0%	+2.0%	
Large Cap	19.0%	20.5%	+1.5%	<ul style="list-style-type: none"> The U.S. economy is poised to show tremendous growth in 2021. Much of the gains experienced over the previous 12 months in the equity market, reflect the future benefits from five interest rate cuts in 2020, as well as roughly \$4 trillion in economic stimulus. While the S&P500 Index trading at 22X next year's earnings is expensive, it is our desire given the extremely low interest rate environment, to be slightly overweight large cap equities.
Mid Cap	6.0%	6.5%	+0.5%	<ul style="list-style-type: none"> Mid-cap equities currently trade at 22.5X next year's earnings. Not inexpensive, but mid-cap equities should perform well in a pro-cycle environment.
Small Cap	9.0%	9.0%	-	<ul style="list-style-type: none"> With the strong rally in small caps in the first quarter, we are tempted to reduce the allocation. We are remaining neutral on a tactical basis relative to the benchmark due to our belief that small caps will continue to perform in a pro-cycle environment. Valuations are at a 30X forward PE level, but if the recovery proves to be robust, earnings may grow into that valuation level.

PARS: County of Contra Costa

Asset Allocation

Period Ending March 31, 2021

Asset Allocation	12/31/2020 Market Value	12/31/2020 % of Total	3/31/2021 Market Value	3/31/2021 % of Total	Target Allocation
Large Cap Equities					
Columbia Contrarian Core Inst3	13,955,480	3.5%	14,610,289	3.5%	--
iShares Russell 1000 ETF	35,832,524	9.0%	37,675,066	9.1%	--
Vanguard Growth & Income Adm	7,966,749	2.0%	8,388,638	2.0%	--
Dodge & Cox Stock	6,007,015	1.5%	6,252,474	1.5%	--
iShares S&P 500 Value ETF	6,052,402	1.5%	6,240,407	1.5%	--
Harbor Capital Appreciation Retirement	6,112,039	1.5%	6,283,581	1.5%	--
T. Rowe Price Growth Stock I	6,072,099	1.5%	6,228,629	1.5%	--
Total Large Cap Equities	\$ 81,998,307	20.6% Range	\$ 85,679,083	20.7% Range	19.0% 13-32%
Mid Cap Equities					
iShares Russell Mid-Cap ETF	24,197,396	6.1%	27,186,575	6.6%	--
Total Mid Cap Equities	\$ 24,197,396	6.1% Range	\$ 27,186,575	6.6% Range	6.0% 2-10%
Small Cap Equities					
iShares Russell 2000 ETF	15,950,069	4.0%	16,931,295	4.1%	--
Undiscovered Managers Behavioral Val R6	9,949,803	2.5%	10,568,961	2.6%	--
Victory RS Small Cap Growth R6	9,783,021	2.5%	10,590,317	2.6%	--
Total Small Cap Equities	\$ 35,682,893	9.0% Range	\$ 38,090,573	9.2% Range	9.0% 4-12%
International Equities					
DF-A Large Cap International I	7,974,378	2.0%	8,341,346	2.0%	--
iShares Core MSCI EAFE ETF	15,852,010	4.0%	16,531,152	4.0%	--
Dodge & Cox International Stock	6,020,583	1.5%	6,167,768	1.5%	--
MFS International Growth R6	5,974,789	1.5%	6,203,096	1.5%	--
Hartford Schroders Emerging Mkts Eq F	8,079,212	2.0%	10,520,647	2.5%	--
Total International Equities	\$ 43,900,972	11.0% Range	\$ 47,764,009	11.6% Range	10.0% 4-20%
Global Equities					
iShares MSCI ACWI ETF	15,926,803	4.0%	16,704,534	4.0%	--
American Funds New Perspective R6	6,009,705	1.5%	6,145,748	1.5%	--
MFS Global Equity R6	5,996,315	1.5%	6,227,282	1.5%	--
Total Global Equities	\$ 27,932,823	7.0% Range	\$ 29,077,564	7.0% Range	8.0% 4-12%

Asset Allocation

Period Ending March 31, 2021

Asset Allocation	12/31/2020 Market Value	12/31/2020 % of Total	3/31/2021 Market Value	3/31/2021 % of Total	Target Allocation
Real Estate					
Vanguard Real Estate ETF	14,070,438	3.5%	14,529,312	3.5%	
	\$ 14,070,438	3.5% Range	\$ 14,529,312	3.5% Range	4.0% 0-8%
Fixed Income					
Core Fixed Income Holdings	110,900,799	27.8%	115,092,235	27.8%	
PIMCO Total Return Instl	20,895,910	5.2%	20,019,215	4.8%	
PGIM Total Return Bond R6	20,929,008	5.3%	20,000,527	4.8%	
PIMCO High Yield Instl	3,980,999	1.0%	5,261,205	1.3%	
Total Fixed Income	\$ 156,706,716	39.3% Range	\$ 160,373,183	38.8% Range	43.0% 30-50%
Alternatives					
BlackRock Event Driven Equity Instl	3,972,050	1.0%	3,999,882	1.0%	
BlackRock Strategic Income Opps K	3,985,023	1.0%	4,181,049	1.0%	
Eaton Vance Glb Macr Absolt Retrn R6	3,940,515	1.0%	--	--	
Western Asset Macro Opportunities IS	--	--	2,062,078	0.5%	
Total Alternatives	\$ 11,897,587	3.0% Range	\$ 10,243,008	2.5% Range	0.0% 0-10%
Cash					
Money Market	1,985,854	0.5%	570,216	0.1%	
Total Cash	\$ 1,985,854	0.5% Range	\$ 570,216	0.1% Range	1.0% 0-5%
TOTAL	\$ 398,372,985	100.0%	\$ 413,513,523	100.0%	100.0%

Investment Summary

Period Ending March 31, 2021

Investment Summary	First Quarter 2021	Year to Date 2021
Beginning Value	399,003,595.89	\$ 399,003,595.89
Net Contributions/Withdrawals	4,953,823.47	4,953,823.47
Fees Deducted	-51,898.92	-51,898.92
Income Received	1,402,265.02	1,402,265.02
Market Appreciation	8,837,892.88	8,837,892.88
Net Change in Accrued Income	-90,737.65	-90,737.65
Ending Market Value*	\$ 414,054,940.69	\$ 414,054,940.69

Investment Summary	First Quarter 2020	Year to Date 2020
Beginning Value	331,392,093.14	\$ 331,392,093.14
Net Contributions/Withdrawals	4,952,428.22	4,952,428.22
Fees Deducted	-50,083.38	-50,083.38
Income Received	1,588,328.34	1,588,328.34
Market Appreciation	-45,878,924.87	-45,878,924.87
Net Change in Accrued Income	-94,840.03	-94,840.03
Ending Market Value	\$ 291,909,001.42	\$ 291,909,001.42

*Ending Market Value differs from total market value on the previous page due to differences in reporting methodology. The above ending market value is reported as of trade date and includes accruals. The Asset Allocation total market value is reported as of settlement date.

COUNTY OF CONTRA COSTA

For Period Ending March 31, 2021

Fund Name	Inception	3-Month		YTD		1-Year		3-Year		5-Year		10-Year	
		Return	Rank	Return	Rank	Return	Rank	Return	Rank	Return	Rank	Return	Rank
LARGE CAP EQUITY FUNDS													
Columbia Contrarian Core Inst3	(7/13)	7.13	35	7.13	35	60.34	32	17.73	10	15.97	31	14.15	6
Vanguard Growth & Income Adm	(12/16)	6.92	39	6.92	39	58.55	41	16.31	36	15.86	35	13.97	9
Dodge & Cox Stock	(10/14)	15.86	12	15.86	12	75.26	10	13.59	13	15.86	3	12.96	3
iShares S&P 500 Value ETF	(12/19)	10.69	58	10.69	58	50.10	70	11.65	32	12.13	38	10.96	35
T. Rowe Price Growth Stock I		2.58	40	2.58	40	64.71	33	20.68	45	21.26	24	16.66	18
Harbor Capital Appreciation Retirement		-3.37	97	-3.37	97	69.33	21	23.66	17	23.08	13	17.43	11
Russell 1000 TR USD		5.91	--	5.91	--	60.59	--	17.31	--	16.66	--	13.97	--
iShares Russell 1000 ETF	(3/15)	5.88	65	5.88	65	60.37	32	17.16	17	16.51	17	13.83	15
MID CAP EQUITY FUNDS													
iShares Russell Mid-Cap ETF	(3/15)	8.12	79	8.12	79	73.38	53	14.58	22	14.50	25	12.30	16
Russell Mid Cap TR USD		8.14	--	8.14	--	73.64	--	14.73	--	14.67	--	12.47	--
SMALL CAP EQUITY FUNDS													
Undiscovered Managers Behavioral Val R6	(9/16)	22.72	34	22.72	34	114.88	21	11.16	30	11.85	42	11.90	5
Russell 2000 Value TR USD		21.17	--	21.17	--	97.05	--	11.57	--	13.56	--	10.06	--
Victory RS Small Cap Growth R6	(2/19)	-2.56	95	-2.56	95	77.40	85	17.24	63	21.60	35	14.69	24
Russell 2000 Growth TR USD		4.88	--	4.88	--	90.20	--	17.16	--	18.61	--	13.02	--
iShares Russell 2000 ETF	(3/15)	12.65	76	12.65	76	94.67	36	14.68	19	16.31	10	11.69	23
INTERNATIONAL EQUITY FUNDS													
Dodge & Cox International Stock		7.16	49	7.16	49	57.43	24	4.03	34	8.96	10	5.09	19
MFS International Growth R6		0.63	43	0.63	43	43.28	82	11.05	41	12.67	39	7.80	36
MFS Global Equity R6	(3/15)	3.85	63	3.85	63	51.74	62	12.70	37	12.86	44	10.76	24
iShares Core MSCI EAFE ETF	(3/15)	3.72	45	3.72	45	47.19	53	6.31	45	9.30	43	--	--
iShares MSCI ACWI ETF	(3/15)	4.58	52	4.58	52	54.79	51	12.27	41	13.42	36	9.33	51
American Funds New Perspective R6	(3/15)	2.26	77	2.26	77	67.29	16	18.16	10	17.95	9	12.83	8
DFA Large Cap International I	(12/18)	4.60	29	4.60	29	49.66	42	6.17	48	9.30	43	5.41	48
MSCI EAFE NR USD		3.48	--	3.48	--	44.57	--	6.02	--	8.85	--	5.52	--
MSCI ACWI NR USD		4.57	--	4.57	--	54.60	--	12.07	--	13.21	--	9.14	--
Hartford Schroders Emerging Mkts Eq F	(11/12)	3.54	43	3.54	43	66.93	32	8.97	22	14.90	15	5.14	27
MSCI EM NR USD		2.29	--	2.29	--	58.39	--	6.48	--	12.07	--	3.65	--

Data Source: Morningstar, SEI Investments

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COUNTY OF CONTRA COSTA

For Period Ending March 31, 2021

REIT EQUITY FUNDS													
Fund Name	Inception	3-Month	YTD	1-Year	3-Year	5-Year	10-Year	Rank	Return	Rank	Return		
		Return	Return	Return	Return	Return	Return						
Vanguard Real Estate ETF	(6/17)	8.69	8.69	36.47	10.97	6.11	8.89	39	34.74	29	4.96	42	26
Wilshire REIT Index		8.81	8.81	34.74	9.04	4.96	24.65	--	--	--	--	--	--
BOND FUNDS													
Core Fixed Income Portfolio		-3.25	-3.25	2.98	4.88	3.41	#N/A	51		28	3.41	29	#N/A
PIMCO Total Return Instl		-3.09	-3.09	3.25	4.89	3.84	3.75	73		52	3.84	45	55
PGIM Total Return Bond R6	(5/16)	-4.44	-4.44	6.33	4.96	4.33	4.69	98		47	4.33	26	8
BBgBarc US Agg Bond TR USD		-3.37	-3.37	0.71	4.65	3.10	3.44	--		--	3.10	--	--
PIMCO High Yield Instl	(5/16)	0.06	0.06	18.49	6.21	6.76	5.82	86		33	6.76	47	27
ICE BofA US High Yield Mstr II Index		0.90	0.90	23.31	6.53	7.94	13.60	--		--	7.94	--	--
ALTERNATIVE FUNDS													
BlackRock Event Driven Equity Instl	(3/19)	0.70	0.70	12.75	6.64	5.64	7.62	69		11	5.64	10	--
BlackRock Strategic Income Opps K	(7/13)	0.22	0.22	14.19	4.77	4.77	3.80	52		16	4.77	29	10
Western Asset Macro Opportunities IS	(3/21)	-8.58	-8.58	14.01	2.82	5.44	--	99		60	5.44	17	--
Eaton Vance Glb Macr Absolt Retrn R6	Out (3/21)	0.02	0.02	10.88	3.13	3.59	2.68	62		54	3.59	58	55
Dynamic Alternatives Index		2.17	2.17	15.21	2.84	3.00	10.13	--		--	3.00	--	--

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COUNTY OF CONTRA COSTA

For Period Ending December 31, 2020

Fund Name	Inception	2020		2019		2018		2017		2016		2015		2014		2013	
		Return	Rank	Return	Rank	Return	Rank	Return	Rank	Return	Rank	Return	Rank	Return	Rank	Return	Rank
Columbia Contrarian Core Inst3	(7/13)	22.44	11	33.08	10	-8.81	82	21.89	73	8.77	73	3.25	7	13.14	27	36.04	15
Vanguard Growth & Income Adm	(12/16)	18.08	41	29.77	51	-4.61	31	20.80	24	12.12	24	2.03	16	14.16	13	32.74	37
Dodge & Cox Stock	(10/14)	7.16	21	24.83	58	-7.07	31	18.33	6	21.28	6	-4.49	62	10.40	54	40.55	2
iShares S&P 500 Value ETF	(12/19)	1.24	62	31.71	5	-9.09	57	15.19	25	17.17	25	-3.24	42	12.14	24	31.69	45
T. Rowe Price Growth Stock I		37.09	38	30.98	61	-0.89	37	33.84	63	1.58	63	10.93	-	8.83	-	39.20	--
Harbor Capital Appreciation Retirement		54.56	10	33.39	39	-0.96	37	36.68	5	-1.04	-	10.99	-	9.93	-	37.66	--
Russell 1000 TR USD		20.96	--	31.43	--	-4.78	--	21.69	--	12.05	--	0.92	--	13.24	--	33.11	--
iShares Russell 1000 ETF	(3/15)	20.80	19	31.26	30	-4.91	37	21.53	27	11.91	27	0.82	30	13.08	28	32.93	35
LARGE CAP EQUITY FUNDS																	
MID CAP EQUITY FUNDS																	
iShares Russell Mid-Cap ETF	(3/15)	16.91	23	30.31	21	-9.13	30	18.32	61	13.58	61	-2.57	30	13.03	8	34.50	46
Russell Mid Cap TR USD		17.10	--	30.54	--	-9.06	--	18.52	--	13.80	--	-2.44	--	13.22	--	34.76	--
SMALL CAP EQUITY FUNDS																	
Undiscovered Managers Behavioral Val R6	(9/16)	3.62	46	23.34	30	-15.20	49	13.53	80	20.97	80	3.52	1	5.83	25	37.72	--
Russell 2000 Value TR USD		4.63	--	22.39	--	-12.86	--	7.84	--	31.74	--	-7.47	--	4.22	--	34.52	--
Victory RS Small Cap Growth R6	(2/19)	38.32	44	38.38	8	-8.66	70	37.05	-	0.88	-	0.09	-	9.36	-	49.22	--
Russell 2000 Growth TR USD		34.63	--	28.48	--	-9.31	--	22.17	--	11.32	--	-1.38	--	5.60	--	43.30	--
iShares Russell 2000 ETF	(3/15)	19.89	14	25.42	35	-11.02	36	14.66	43	21.36	43	-4.33	44	4.94	44	38.85	35
INTERNATIONAL EQUITY FUNDS																	
Dodge & Cox International Stock		2.10	42	22.78	7	-17.98	81	23.94	2	8.26	2	-11.35	98	0.08	9	26.31	8
DFA Large Cap International I	(12/18)	8.12	57	22.04	43	-14.14	44	25.37	23	3.16	23	-2.86	72	-5.24	49	20.69	39
MFS International Growth R6		15.82	77	27.31	60	-8.79	31	32.58	6	2.79	6	0.40	52	-5.01	57	13.94	78
MFS Global Equity R6	(3/15)	14.25	52	30.66	17	-9.51	50	24.04	41	7.43	27	-1.34	48	4.08	33	27.93	34
iShares Core MSCI EAFE ETF	(9/20)	8.55	51	22.67	34	-14.20	46	26.42	40	1.36	40	0.53	28	-4.82	43	23.73	15
iShares MSCI ACWI ETF	(3/15)	16.38	41	26.70	45	-9.15	45	24.35	39	8.22	21	-2.39	62	4.64	28	22.91	63
American Funds New Perspective R6	(3/15)	33.81	14	30.48	19	-5.56	18	29.30	77	2.19	77	5.63	6	3.56	40	27.23	38
MSCI EAFE NR USD		7.82	--	22.01	--	-13.79	--	25.03	--	1.00	--	-0.81	--	-4.90	--	22.78	--
MSCI ACWI NR USD		16.25	--	26.60	--	-9.41	--	23.97	--	7.86	--	-2.36	--	4.16	--	22.80	--
Harford Schroders Emerging Mkts Eq F	(11/12)	23.78	25	22.32	30	-15.42	45	40.96	-	10.41	-	-12.68	-	-4.61	-	-2.28	--
MSCI EM PR USD		15.84	--	15.42	--	-16.63	--	34.35	--	8.58	--	-16.96	--	-4.63	--	-4.98	--

Data Source: Morningstar, SEI Investments

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COUNTY OF CONTRA COSTA

For Period Ending December 31, 2020

Fund Name	Inception	BOND FUNDS															
		2020	2019	2018	2017	2016	2015	2014	2013	2020	2019	2018	2017	2016	2015	2014	2013
		Return	Rank	Return	Rank	Return	Rank	Return	Rank	Return	Rank	Return	Rank	Return	Rank	Return	Rank
Fixed Income Core Portfolio		7.60	50.00	9.20	21	.14	24	3.49	59	3.63	37	0.78	14	4.74	70	-1.40	41
PIMCO Total Return Instl		8.88	34	8.26	73	-0.26	30	5.13	17	2.60	82	0.73	11	4.69	72	-1.92	78
PGIM Total Return Bond R6	(5/16)	8.10	52	11.13	7	-0.63	46	6.71	3	4.83	21	0.09	40	7.25	7	-0.91	42
BG&C US Agg Bond TR USD		7.51	--	8.72	--	0.01	--	3.54	--	2.65	--	0.55	--	5.97	--	-2.02	--
PIMCO High Yield Instl	(12/20)	5.34	48	14.93	22	-2.49	44	7.01	39	12.70	61	-1.85	22	3.31	13	5.77	68
ICE BofA US High Yield Mstr II Index		6.17	--	14.41	--	-2.27	--	7.48	--	17.49	--	-4.64	--	2.85	--	7.42	--
ALTERNATIVE FUNDS																	
BlackRock Strategic Income Opps K	(7/13)	7.29	25	7.82	36	-0.47	46	4.97	37	3.65	--	-0.30	--	3.89	--	3.28	--
BlackRock Event Driven Equity Instl	(3/19)	6.30	30	7.29	13	5.49	11	7.14	9	4.29	37	-1.56	--	10.40	--	32.30	--
Eaton Vance Gbl Macr Absolt Retrn R6	(7/19)	3.65	52	9.82	18	-3.13	78	4.21	--	4.00	--	2.63	--	3.03	--	-0.24	--
Dynamic Alternatives Index		3.19	--	6.66	--	-4.24	--	5.07	--	2.29	--	-5.19	--	6.39	--	0.54	--

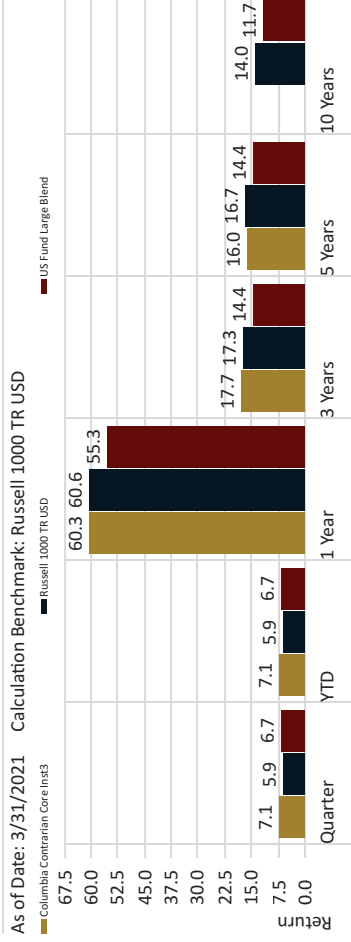
Data Source: Morningstar, SEI Investments

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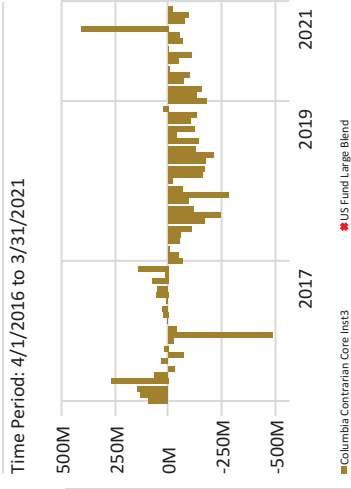
Key Information

Morningstar Category: US Fund Large Blend
 Morningstar Rating Overall: ★★ ★★
 Inception Date: 11/8/2012
 Expense Ratio: 0.64
 Fund Size (Mil): 12,609.33
 Portfolio Date: 3/31/2021
 Manager Name: Guy W. Pope

Returns

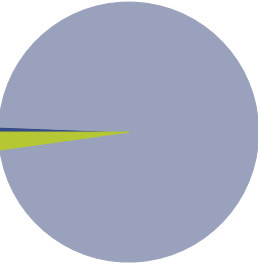


Monthly Estimated Fund-Level Net Flow

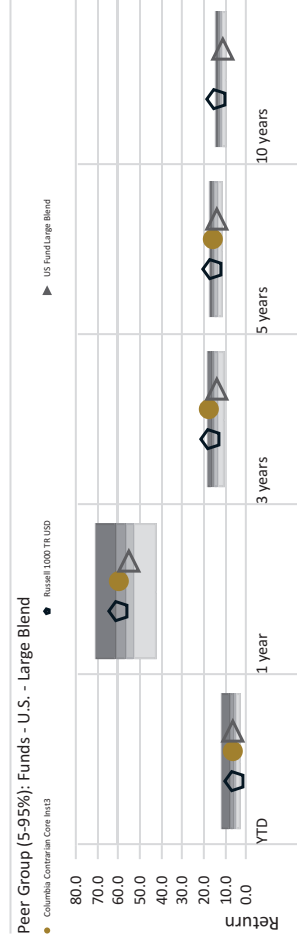


Asset Allocation

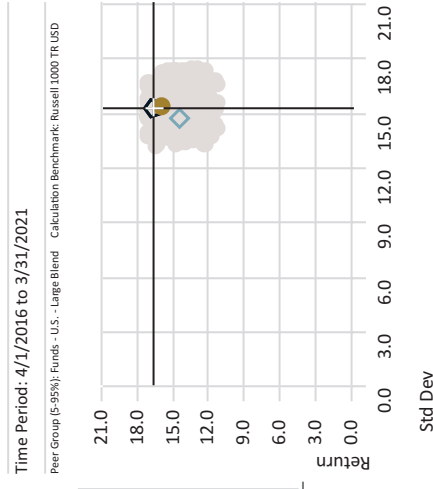
- Cash: 0.6%
- US Equity: 97.2%
- Non-US Equity: 2.2%
- Total: 100.0%**



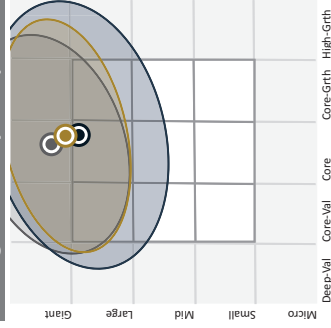
Performance Relative to Peer Group



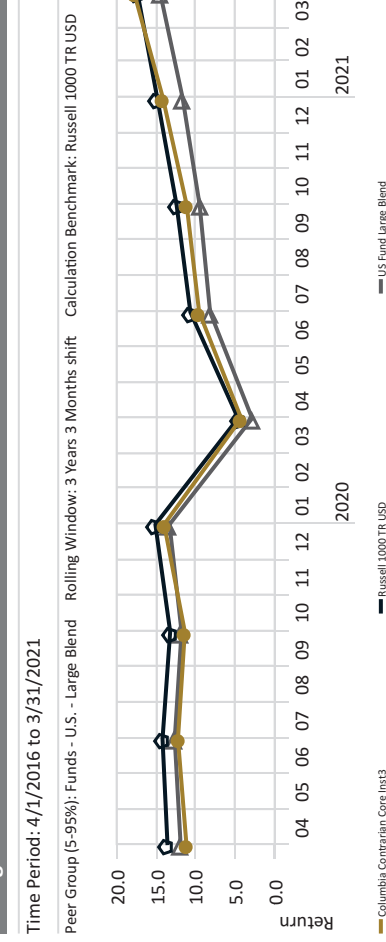
Risk-Reward



Holdings-Based Style Map



Rolling Returns



Columbia Contrarian Core Inst3 - Risk

Time Period: 4/1/2016 to 3/31/2021
 Calculation Benchmark: Russell 1000 TR USD

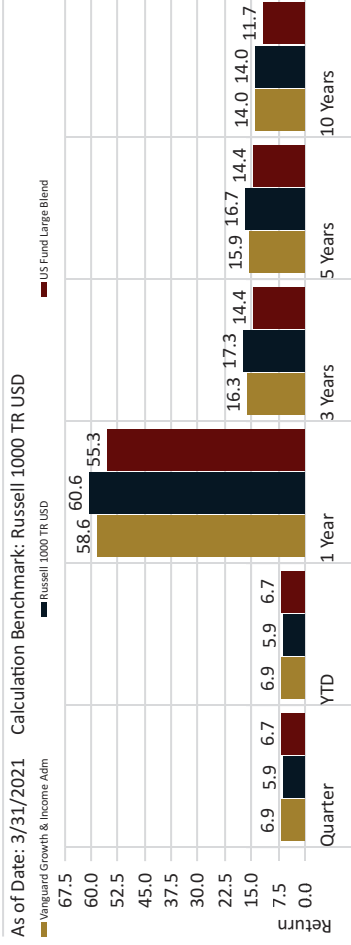
Return	15.97	Bmk1	16.66
Std Dev	15.44		15.30
Downside Deviation	1.66		0.00
Alpha	-0.57		0.00
Beta	1.00		1.00
R2	97.90		100.00
Sharpe Ratio (arith)	0.96		1.01
Tracking Error	2.24		0.00

Source: Morningstar Direct, as of March 31, 2021. Information provided herein was obtained from third-party sources deemed reliable. HighMark and its affiliates make no representations or warranties with respect to the timeliness, accuracy, or completeness of the information and bear no liability for any loss arising from its use.

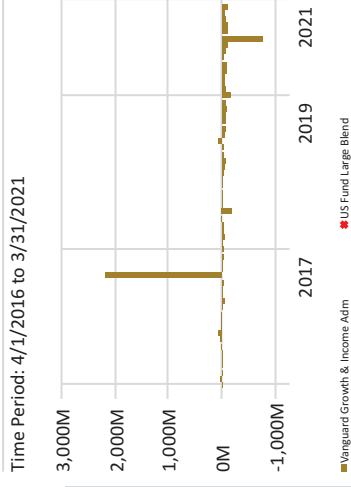
Key Information

Morningstar Category: US Fund Large Blend
 Morningstar Rating Overall: ★★★★★
 Inception Date: 5/14/2001
 Expense Ratio: 0.22
 Fund Size (Mil): 12,855.91
 Portfolio Date: 3/31/2021
 Manager Name: Multiple

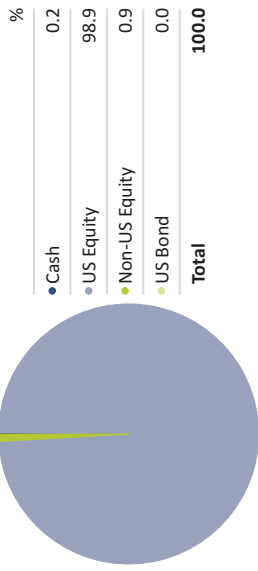
Returns



Monthly Estimated Fund-Level Net Flow



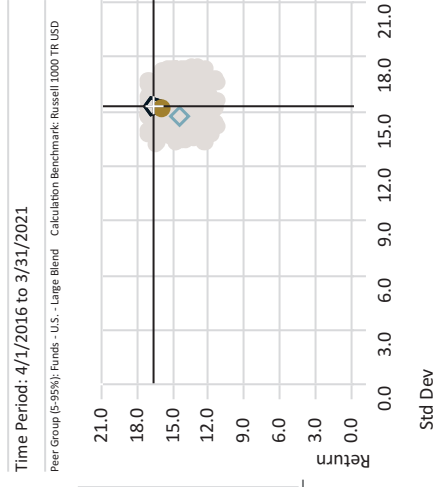
Asset Allocation



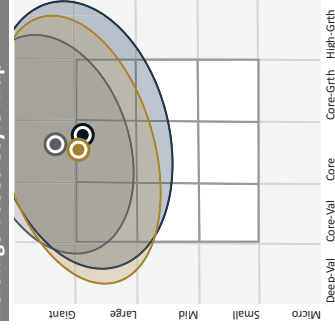
Performance Relative to Peer Group



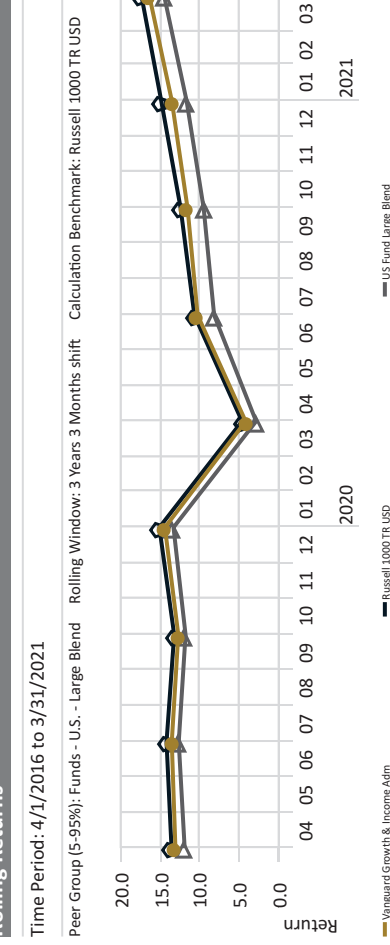
Risk-Reward



Holdings-Based Style Map



Rolling Returns



Vanguard Growth & Income Adm - Risk

Time Period: 4/1/2016 to 3/31/2021

Calculation Benchmark: Russell 1000 TR USD

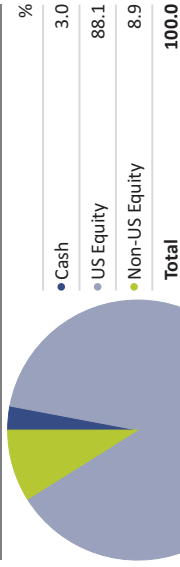
Return	15.86	Bmk1	16.66
Std Dev	15.16		15.30
Downside Deviation	0.84		0.00
Alpha	-0.53		0.00
Beta	0.99		1.00
R2	99.47		100.00
Sharpe Ratio (arith)	0.97		1.01
Tracking Error	1.12		0.00

Source: Morningstar Direct, as of March 31, 2021. Information provided herein was obtained from third-party sources deemed reliable. HighMark and its affiliates make no representations or warranties with respect to the timeliness, accuracy, or completeness of the information and bear no liability for any loss arising from its use.

Key Information

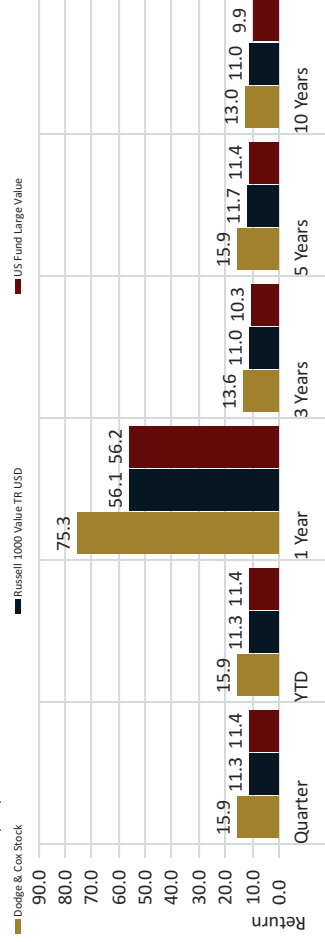
Morningstar Category: US Fund Large Value
 Morningstar Rating Overall: ★★★★★
 Inception Date: 1/4/1965
 Expense Ratio: 0.52
 Fund Size (Mil): 81,060.99
 Portfolio Date: 3/31/2021
 Manager Name: Multiple

Asset Allocation

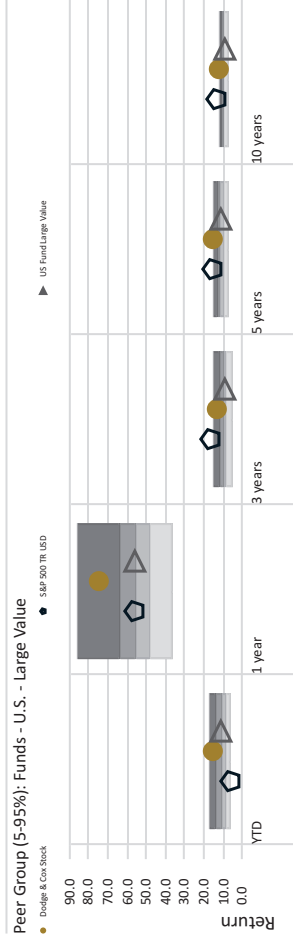


Returns

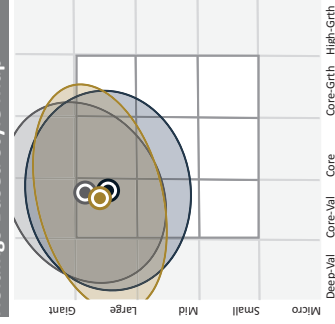
As of Date: 3/31/2021 Calculation Benchmark: Russell 1000 Value TR USD



Performance Relative to Peer Group

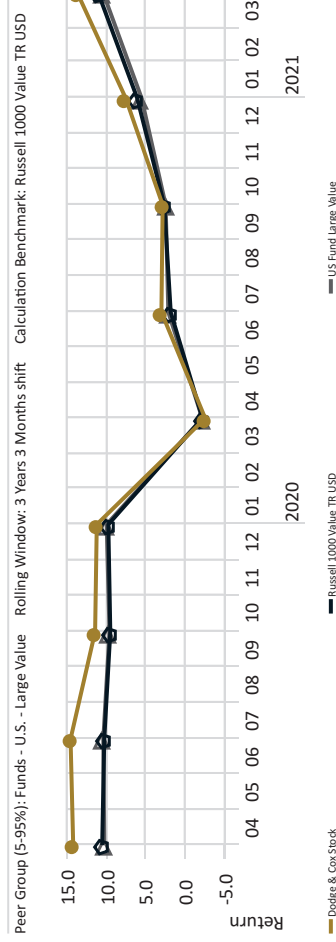


Holdings-Based Style Map



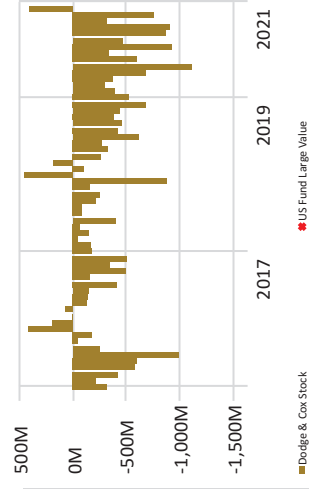
Rolling Returns

Time Period: 4/1/2016 to 3/31/2021



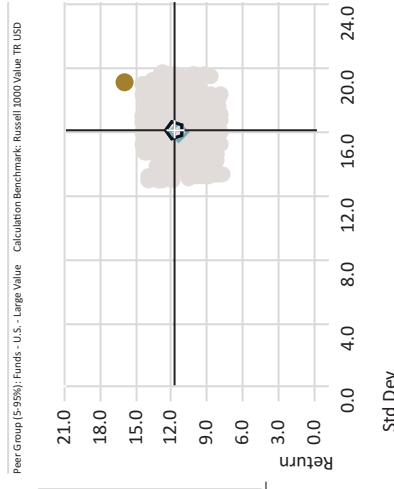
Monthly Estimated Fund-Level Net Flow

Time Period: 4/1/2016 to 3/31/2021



Risk-Reward

Time Period: 4/1/2016 to 3/31/2021



Dodge & Cox Stock - Risk

Time Period: 4/1/2016 to 3/31/2021

Calculation Benchmark: Russell 1000 Value TR USD

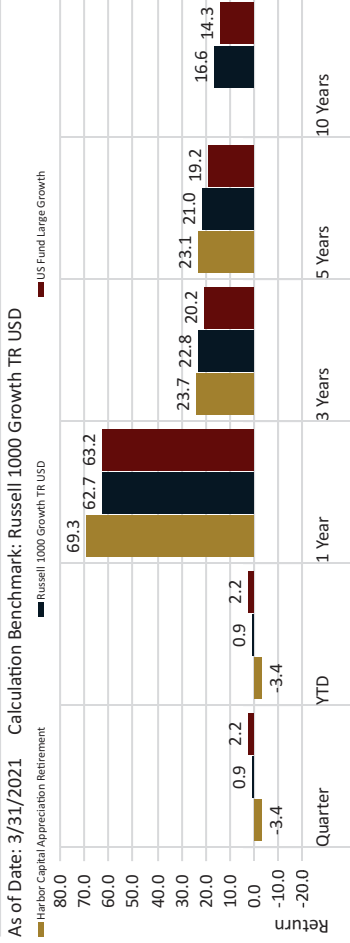
Metric	Dodge & Cox Stock	Bmk1
Return	15.86	11.74
Std Dev	19.11	16.11
Downside Deviation	2.79	0.00
Alpha	2.43	0.00
Beta	1.15	1.00
R2	94.57	100.00
Sharpe Ratio (arith)	0.77	0.66
Tracking Error	5.11	0.00

Source: Morningstar Direct, as of March 31, 2021. Information provided herein was obtained from third-party sources deemed reliable. HighMark and its affiliates make no representations or warranties with respect to the timeliness, accuracy, or completeness of the information and bear no liability for any loss arising from its use.

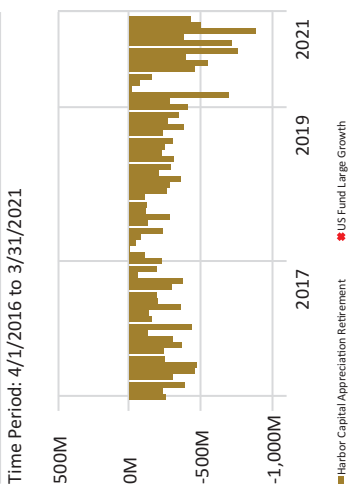
Key Information

Morningstar Category: US Fund Large Growth
 Morningstar Rating Overall: ★★★★★
 Inception Date: 3/1/2016
 Expense Ratio: 0.59
 Fund Size (Mil): 41,271.54
 Portfolio Date: 12/31/2020
 Manager Name: Multiple

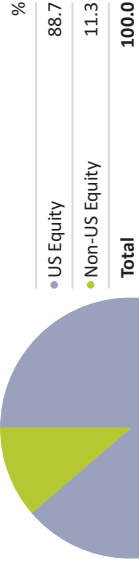
Returns



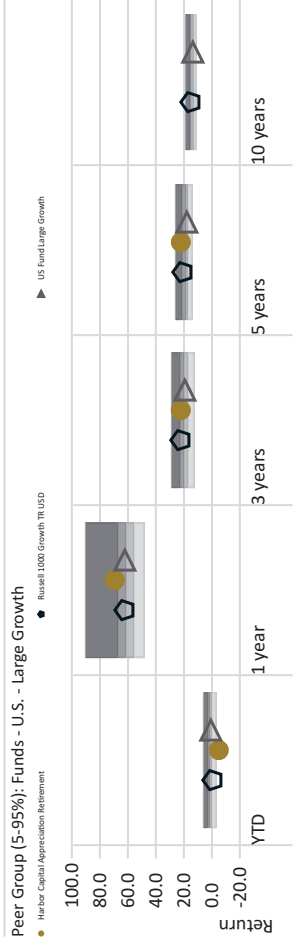
Monthly Estimated Fund-Level Net Flow



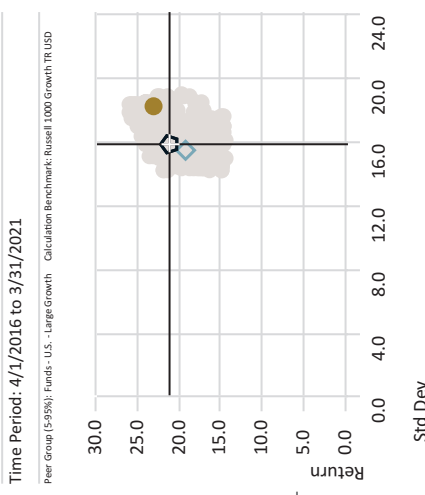
Asset Allocation



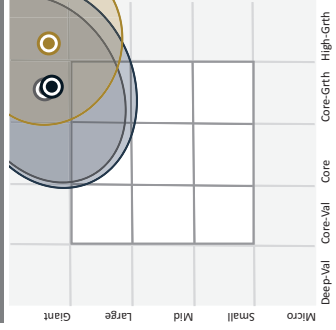
Performance Relative to Peer Group



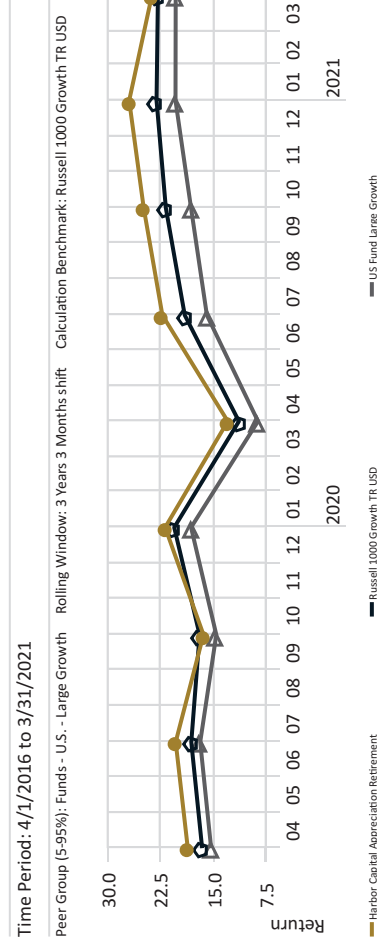
Risk-Reward



Holdings-Based Style Map



Rolling Returns



Harbor Capital Appreciation Retirement - Risk

Time Period: 4/1/2016 to 3/31/2021

Calculation Benchmark: Russell 1000 Growth TR USD

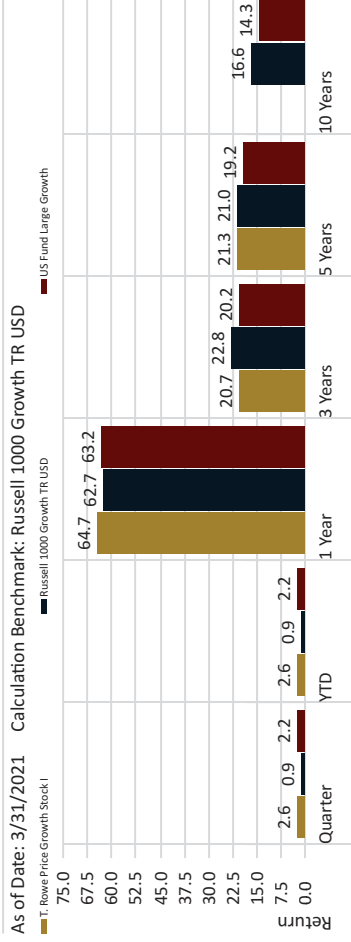
Metric	Value	Bmk1
Return	23.08	21.05
Std Dev	18.19	15.84
Downside Deviation	3.38	0.00
Alpha	-0.04	0.00
Beta	1.11	1.00
R2	93.34	100.00
Sharpe Ratio (arith)	1.21	1.26
Tracking Error	5.01	0.00

Source: Morningstar Direct, as of March 31, 2021 Information provided herein was obtained from third-party sources deemed reliable. HighMark and its affiliates make no representations or warranties with respect to the timeliness, accuracy, or completeness of the information and bear no liability for any loss arising from its use.

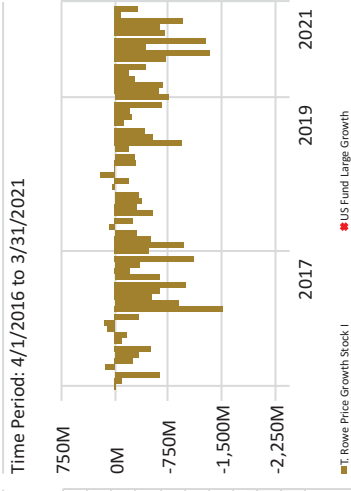
Key Information

Morningstar Category: US Fund Large Growth
 Morningstar Rating Overall: **★★★★**
 Inception Date: 8/28/2015
 Expense Ratio: 0.52
 Fund Size (Mil): 73,600.28
 Portfolio Date: 3/31/2021
 Manager Name: Joseph B. Fath

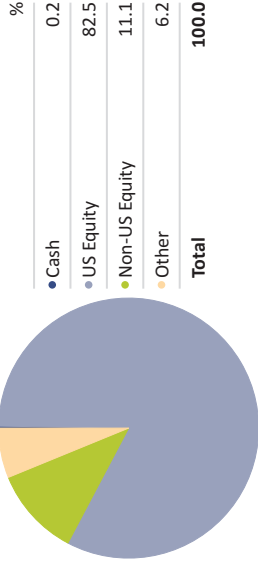
Returns



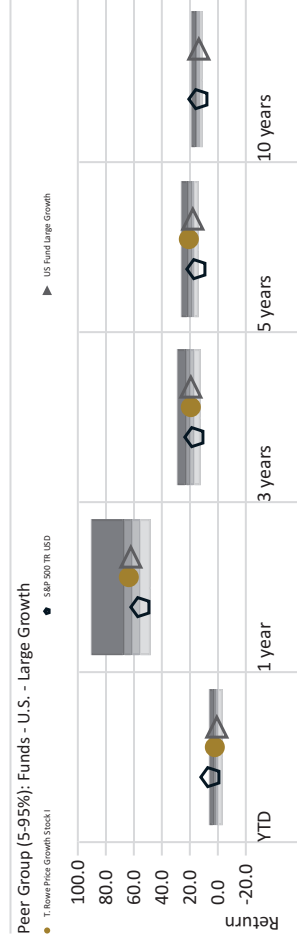
Monthly Estimated Fund-Level Net Flow



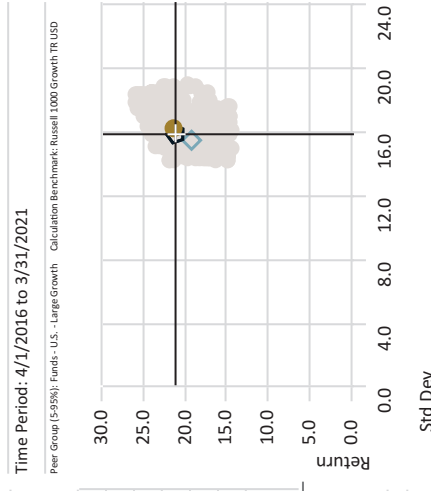
Asset Allocation



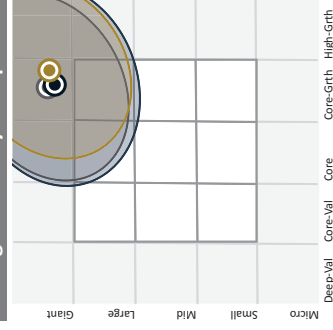
Performance Relative to Peer Group



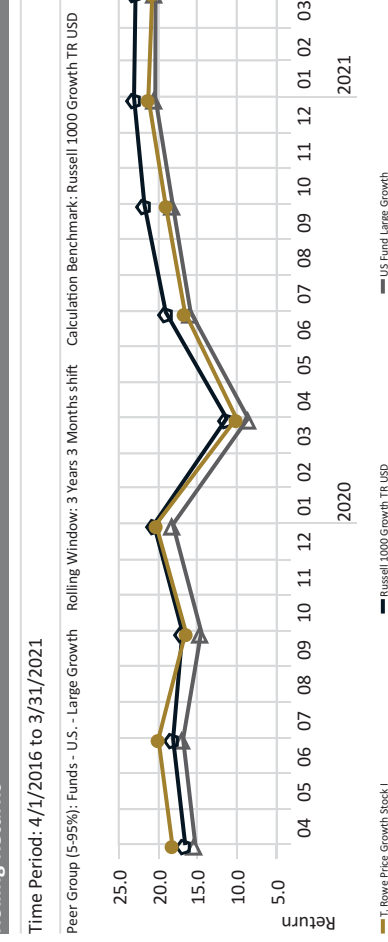
Risk-Reward



Holdings-Based Style Map



Rolling Returns



T. Rowe Price Growth Stock I - Risk

Time Period: 4/1/2016 to 3/31/2021

Calculation Benchmark: Russell 1000 Growth TR USD

Metric	Value	Bmk1
Return	16.17	21.05
Std Dev	2.50	15.84
Downside Deviation	0.33	0.00
Alpha	0.99	0.00
Beta	94.89	100.00
R2	1.24	1.26
Sharpe Ratio (arith)	3.67	0.00
Tracking Error	3.67	0.00

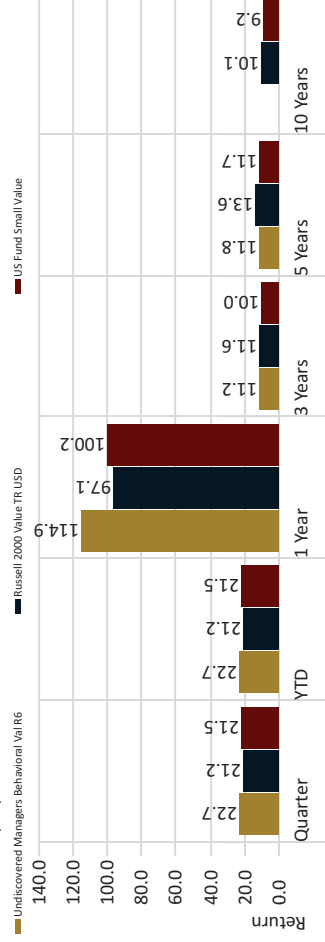
Source: Morningstar Direct, as of March 31, 2021. Information provided herein was obtained from third-party sources deemed reliable. HighMark and its affiliates make no representations or warranties with respect to the timeliness, accuracy, or completeness of the information and bear no liability for any loss arising from its use.

Key Information

Morningstar Category: US Fund Small Value
 Morningstar Rating Overall: **★★★**
 Inception Date: 4/30/2013
 Expense Ratio: 0.80
 Fund Size (Mil): 7,122.74
 Portfolio Date: 2/28/2021
 Manager Name: Multiple

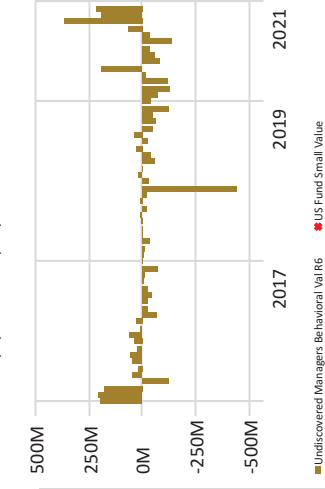
Returns

As of Date: 3/31/2021 Calculation Benchmark: Russell 2000 Value TR USD



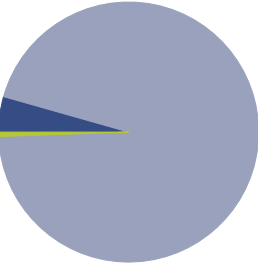
Monthly Estimated Fund-Level Net Flow

Time Period: 4/1/2016 to 3/31/2021



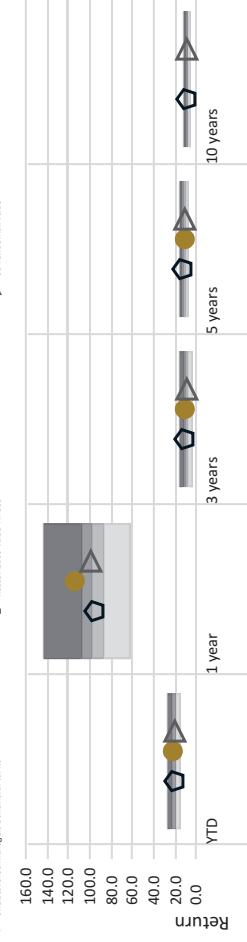
Asset Allocation

Asset Class	%
Cash	4.4
US Equity	95.1
Non-US Equity	0.5
Total	100.0



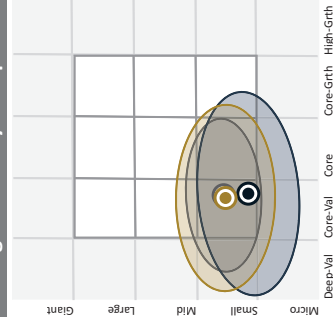
Performance Relative to Peer Group

Peer Group (5-95%): Funds - U.S. - Small Value



Period	Peer group quartile	YTD	1 year	3 years	5 years	10 years
Undiscovered Managers Behavioral Val R6	2	22.72	114.88	11.16	11.85	10.06
Russell 2000 Value TR USD	2	21.17	97.05	11.57	13.56	10.06
US Fund Small Value	2	21.49	100.21	10.00	11.68	9.21

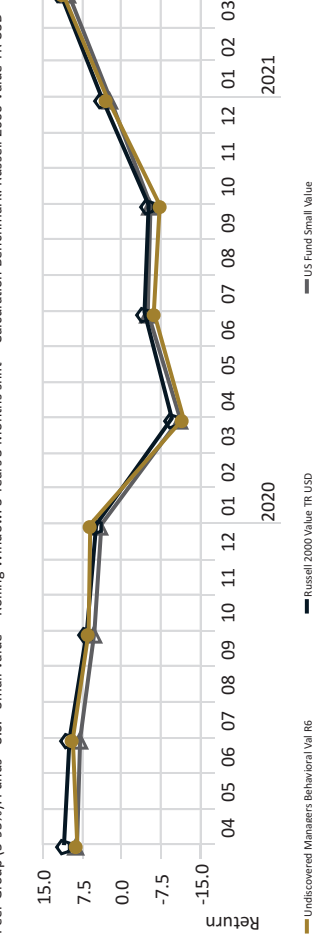
Holdings-Based Style Map



Rolling Returns

Time Period: 4/1/2016 to 3/31/2021

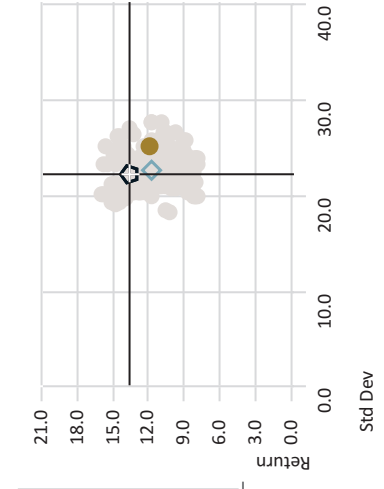
Peer Group (5-95%): Funds - U.S. - Small Value Rolling Window: 3 Years 3 Months shift Calculation Benchmark: Russell 2000 Value TR USD



Risk-Reward

Time Period: 4/1/2016 to 3/31/2021

Peer Group (5-95%): Funds - U.S. - Small Value Calculation Benchmark: Russell 2000 Value TR USD



Undiscovered Managers Behavioral Val R6 - Risk

Time Period: 4/1/2016 to 3/31/2021

Calculation Benchmark: Russell 2000 Value TR USD

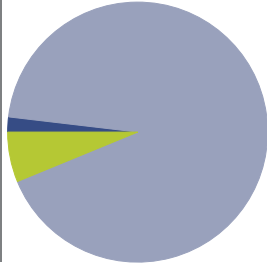
Metric	Undiscovered Managers Behavioral Val R6	Bmk1
Return	11.85	13.56
Std Dev	25.21	22.29
Downside Deviation	4.64	0.00
Alpha	-2.20	0.00
Beta	1.10	1.00
R2	94.60	100.00
Sharpe Ratio (arith)	0.42	0.56
Tracking Error	6.28	0.00

Source: Morningstar Direct, as of March 31, 2021 Information provided herein was obtained from third-party sources deemed reliable. HighMark and its affiliates make no representations or warranties with respect to the timeliness, accuracy, or completeness of the information and bear no liability for any loss arising from its use.

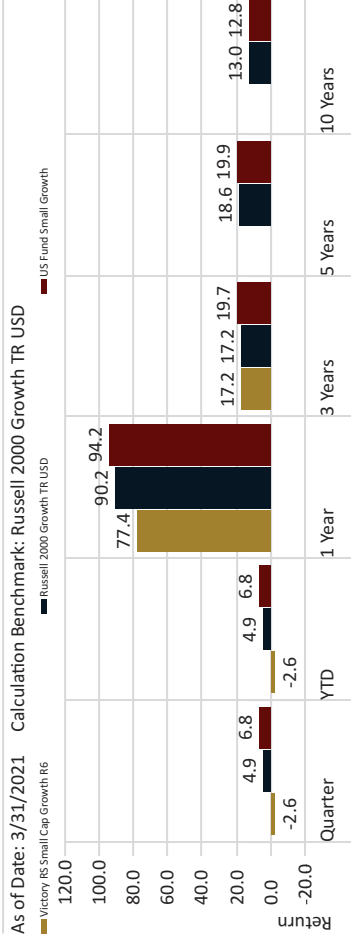
Key Information

Morningstar Category: US Fund Small Growth
 Morningstar Rating Overall: ★★
 Inception Date: 7/12/2017
 Expense Ratio: 1.06
 Fund Size (Mil): 2,963.11
 Portfolio Date: 12/31/2020
 Manager Name: Multiple

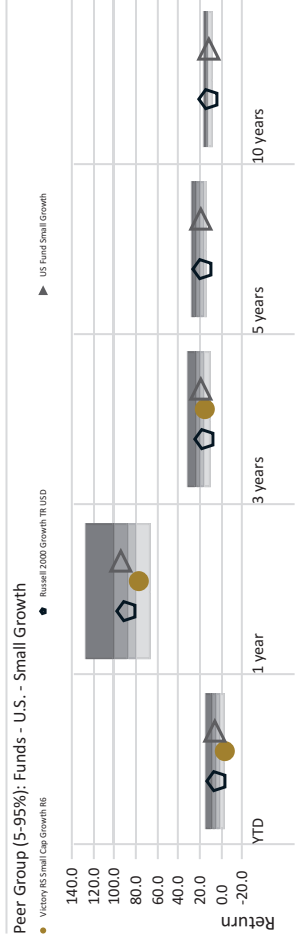
Asset Allocation



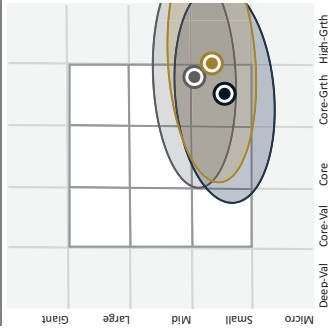
Returns



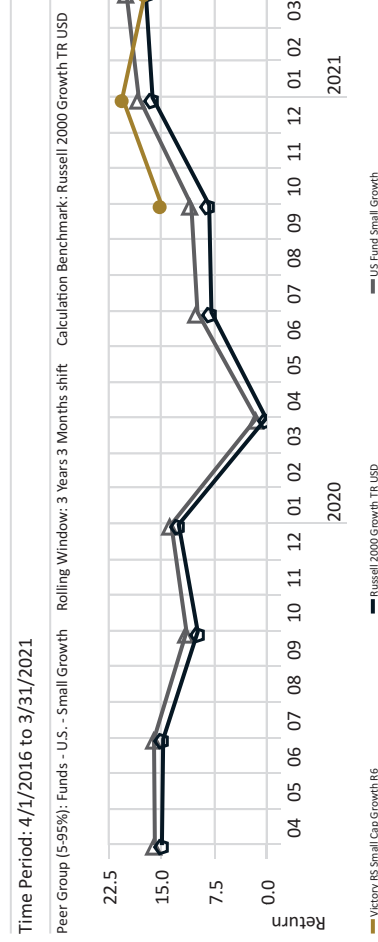
Performance Relative to Peer Group



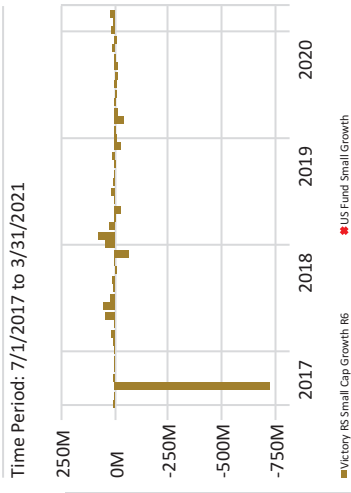
Holdings-Based Style Map



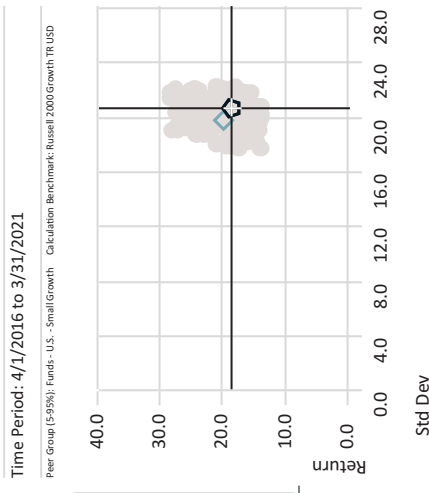
Rolling Returns



Monthly Estimated Fund-Level Net Flow



Risk-Reward



Victory RS Small Cap Growth R6 - Risk

Time Period: 4/1/2016 to 3/31/2021

Calculation Benchmark: Russell 2000 Growth TR USD

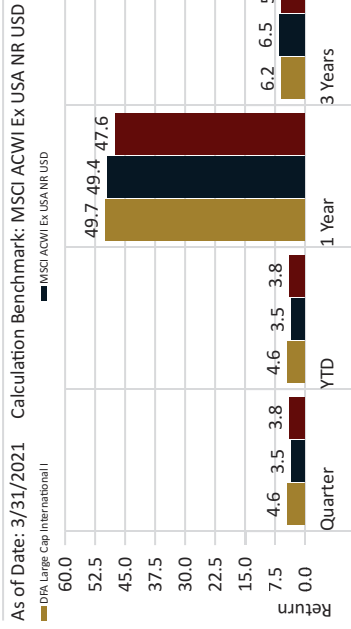
Return	18.61
Std Dev	20.69
Downside Deviation	0.00
Alpha	0.00
Beta	1.00
R2	100.00
Sharpe Ratio (arith)	0.84
Tracking Error	0.00

Source: Morningstar Direct, as of March 31, 2021. Information provided herein was obtained from third-party sources deemed reliable. HighMark and its affiliates make no representations or warranties with respect to the timeliness, accuracy, or completeness of the information and bear no liability for any loss arising from its use.

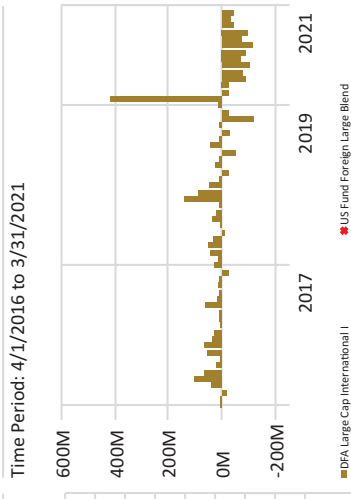
Key Information

Morningstar Category: US Fund Foreign Large Blend
 Morningstar Rating Overall: **★★★★**
 Inception Date: 7/17/1991
 Expense Ratio: 0.18
 Fund Size (Mil): 5,883.28
 Portfolio Date: 2/28/2021
 Manager Name: Multiple

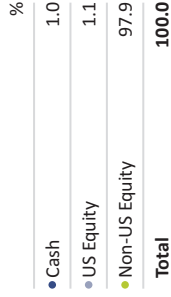
Returns



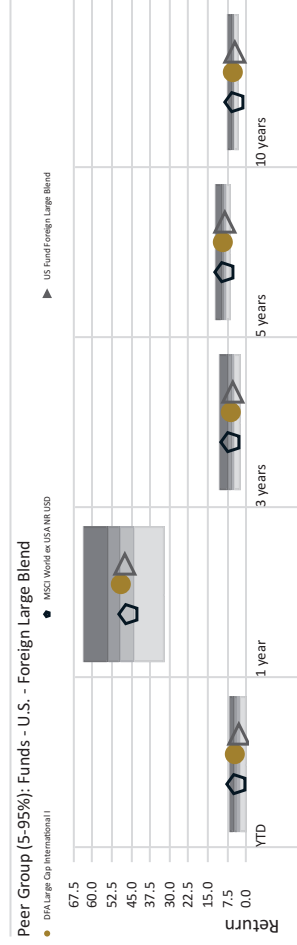
Monthly Estimated Fund-Level Net Flow



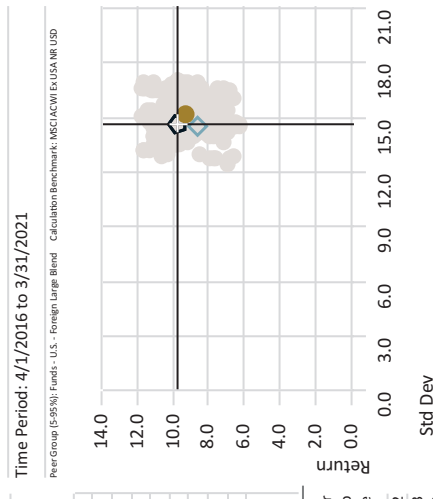
Asset Allocation



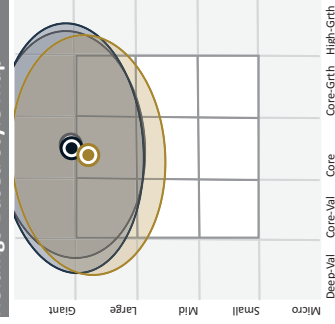
Performance Relative to Peer Group



Risk-Reward



Holdings-Based Style Map



Rolling Returns



DFA Large Cap International I - Risk

Time Period: 4/1/2016 to 3/31/2021

Calculation Benchmark: MSCI ACWI Ex USA NR USD

Metric	Value	Bmk1
Return	9.30	9.76
Std Dev	15.17	14.62
Downside Deviation	2.05	0.00
Alpha	-0.51	0.00
Beta	1.02	1.00
R2	96.51	100.00
Sharpe Ratio (arith)	0.54	0.59
Tracking Error	2.86	0.00

Source: Morningstar Direct, as of March 31, 2021 Information provided herein was obtained from third-party sources deemed reliable. HighMark and its affiliates make no representations or warranties with respect to the timeliness, accuracy, or completeness of the information and bear no liability for any loss arising from its use.

Key Information

Morningstar Category: US Fund Foreign Large Value **★★★**

Morningstar Rating Overall: **5/1/2001**

Inception Date: **5/1/2001**

Expense Ratio: **0.63**

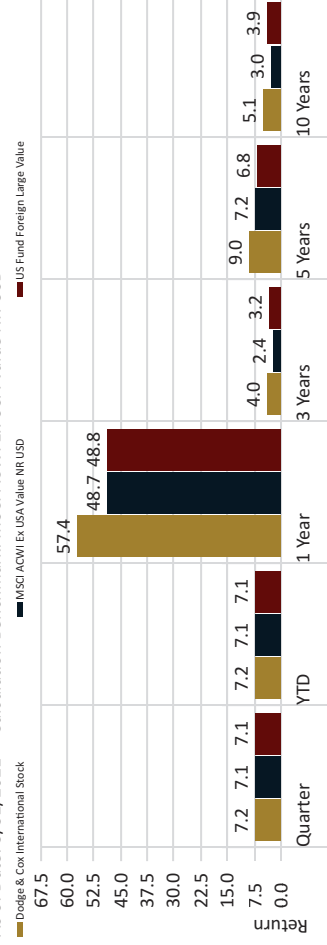
Fund Size (Mil): **42,635.16**

Portfolio Date: **3/31/2021**

Manager Name: **Multiple**

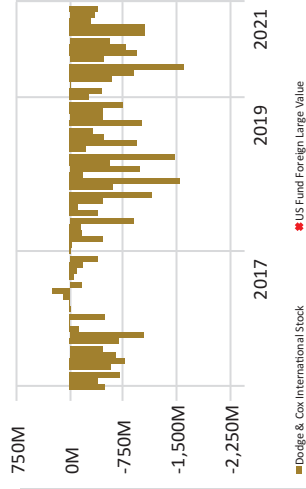
Returns

As of Date: 3/31/2021 Calculation Benchmark: MSCI ACWI Ex USA Value NR USD

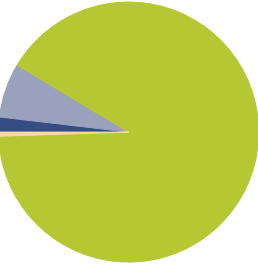


Monthly Estimated Fund-Level Net Flow

Time Period: 4/1/2016 to 3/31/2021

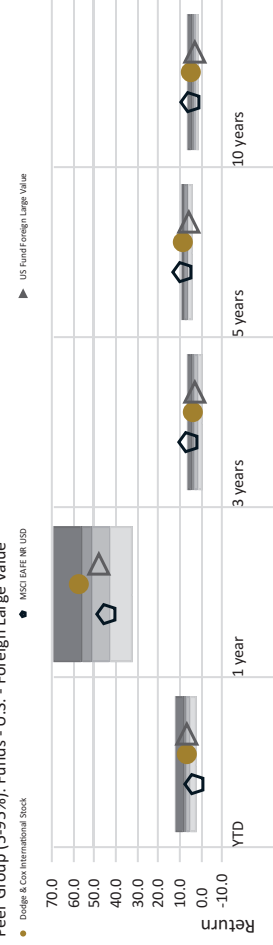


Asset Allocation

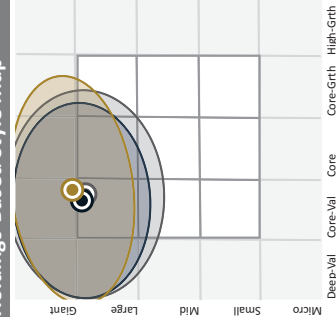


Performance Relative to Peer Group

Peer Group (5-95%): Funds - U.S. - Foreign Large Value



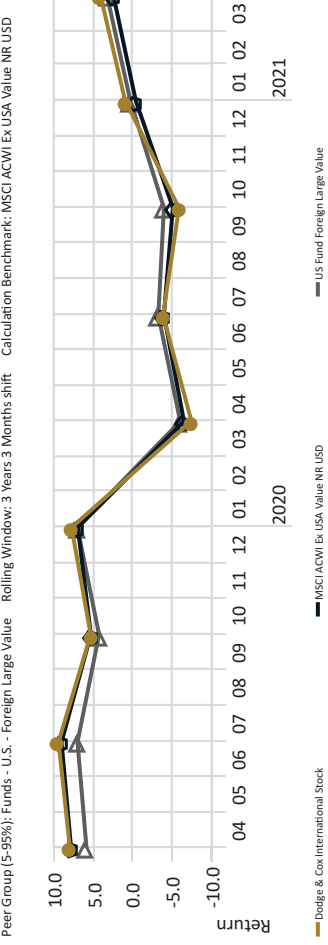
Holdings-Based Style Map



Rolling Returns

Time Period: 4/1/2016 to 3/31/2021

Peer Group (5-95%): Funds - U.S. - Foreign Large Value Rolling Window: 3 Years 3 Months shift Calculation Benchmark: MSCI ACWI Ex USA Value NR USD



Dodge & Cox International Stock - Risk

Time Period: 4/1/2016 to 3/31/2021

Calculation Benchmark: MSCI ACWI Ex USA Value NR USD

Metric	Dodge & Cox International Stock	Bmk1
Return	8.96	7.25
Std Dev	19.16	16.60
Downside Deviation	2.49	0.00
Alpha	1.07	0.00
Beta	1.13	1.00
R2	96.59	100.00
Sharpe Ratio (arith)	0.41	0.37
Tracking Error	4.19	0.00

Source: Morningstar Direct, as of March 31, 2021 Information provided herein was obtained from third-party sources deemed reliable. HighMark and its affiliates make no representations or warranties with respect to the timeliness, accuracy, or completeness of the information and bear no liability for any loss arising from its use.

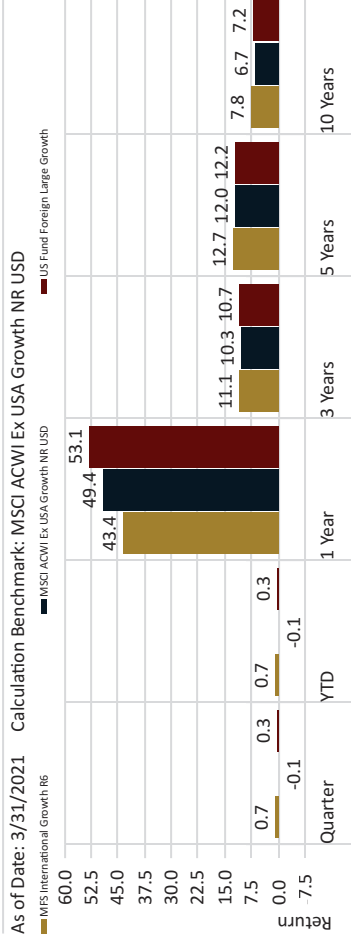
Key Information

Morningstar Category: US Fund Foreign Large Growth
 Morningstar Rating Overall: ★★★★★
 Inception Date: 5/1/2006
 Expense Ratio: 0.74
 Fund Size (Mil): 14,066.16
 Portfolio Date: 2/28/2021
 Manager Name: Multiple

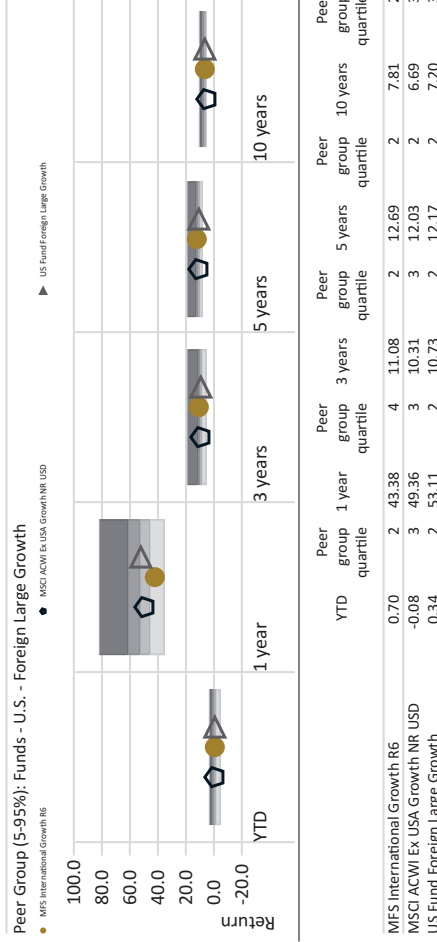
Asset Allocation



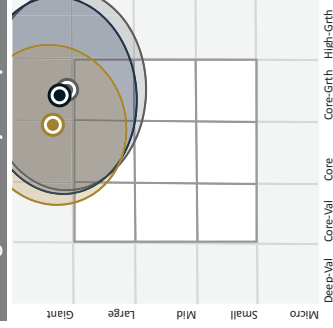
Returns



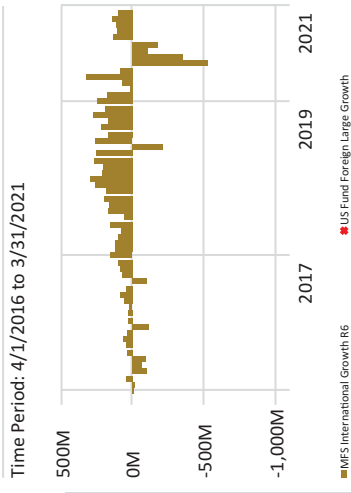
Performance Relative to Peer Group



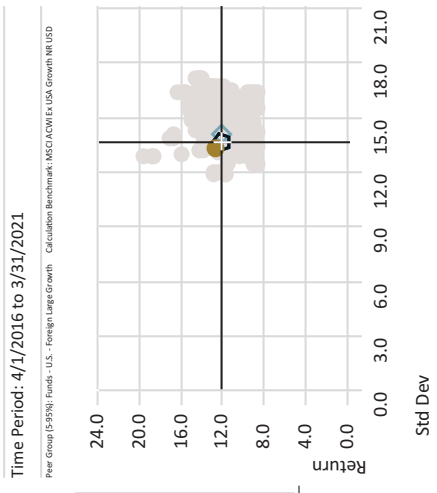
Holdings-Based Style Map



Monthly Estimated Fund-Level Net Flow



Risk-Reward

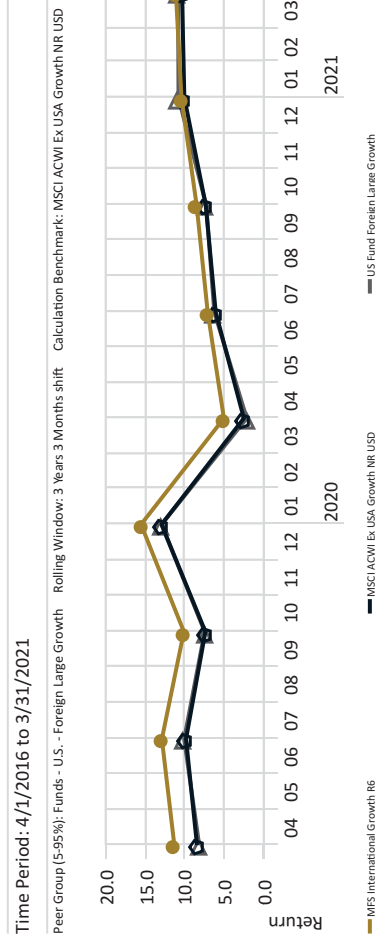


MFS International Growth R6 - Risk

Time Period: 4/1/2016 to 3/31/2021
 Calculation Benchmark: MSCI ACWI Ex USA Growth NR USD

Return	12.69	Bmk1	12.03
Std Dev	13.27		13.70
Downside Deviation	2.27		0.00
Alpha	1.18		0.00
Beta	0.94		1.00
R2	94.60		100.00
Sharpe Ratio (arith)	0.87		0.79
Tracking Error	3.20		0.00

Rolling Returns



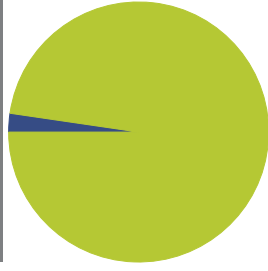
Source: Morningstar Direct, as of March 31, 2021. Information provided herein was obtained from third-party sources deemed reliable. HighMark and its affiliates make no representations or warranties with respect to the timeliness, accuracy, or completeness of the information and bear no liability for any loss arising from its use.

Key Information

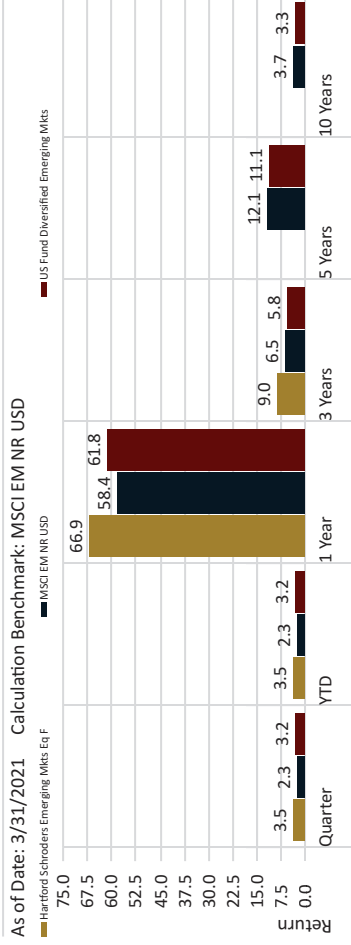
Morningstar Category: US Fund Diversified Emerging Mkts
 Morningstar Rating Overall: ★★★★★
 Inception Date: 2/28/2017
 Expense Ratio: 1.08
 Fund Size (Mil): 6,238.15
 Portfolio Date: 2/28/2021
 Manager Name: Multiple

Asset Allocation

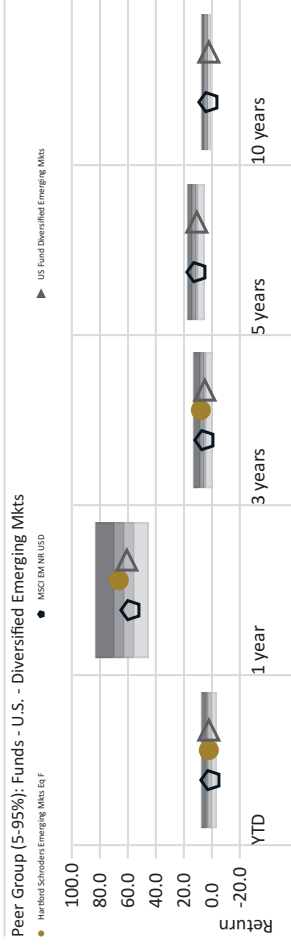
Cash	2.3
Non-US Equity	97.7
Total	100.0



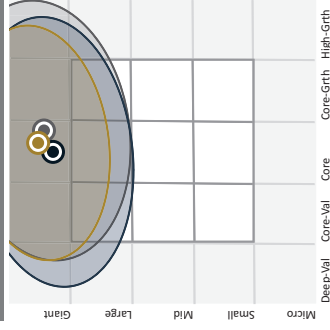
Returns



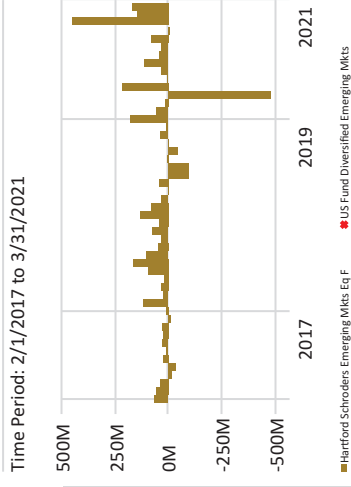
Performance Relative to Peer Group



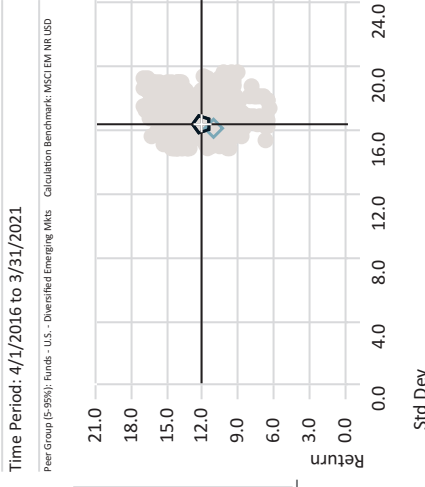
Holdings-Based Style Map



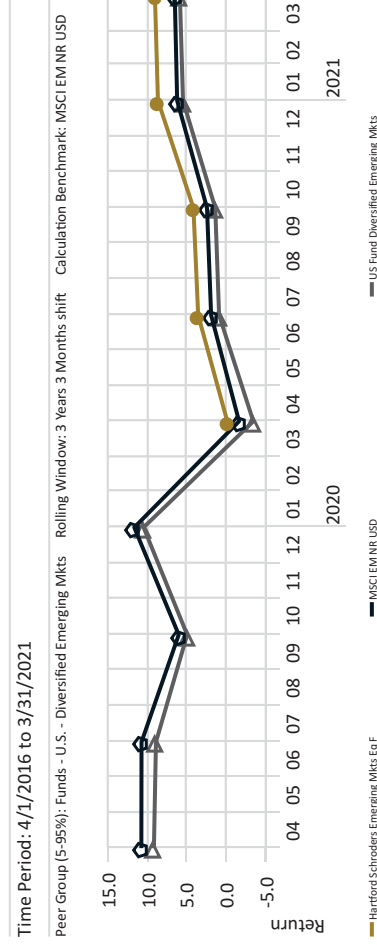
Monthly Estimated Fund-Level Net Flow



Risk-Reward



Rolling Returns



Hartford Schroders Emerging Mkts Eq F - Risk

Time Period: 4/1/2016 to 3/31/2021
 Calculation Benchmark: MSCI EM NR USD

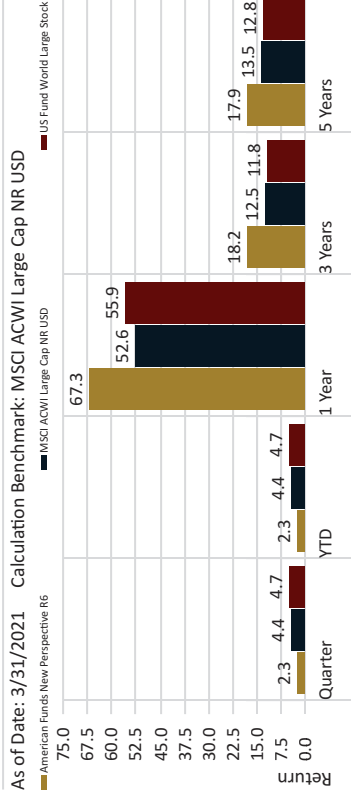
Return	12.07
Std Dev	16.41
Downside Deviation	0.00
Alpha	0.00
Beta	1.00
R2	100.00
Sharpe Ratio (arith)	0.66
Tracking Error	0.00

Source: Morningstar Direct, as of March 31, 2021. Information provided herein was obtained from third-party sources deemed reliable. HighMark and its affiliates make no representations or warranties with respect to the timeliness, accuracy, or completeness of the information and bear no liability for any loss arising from its use.

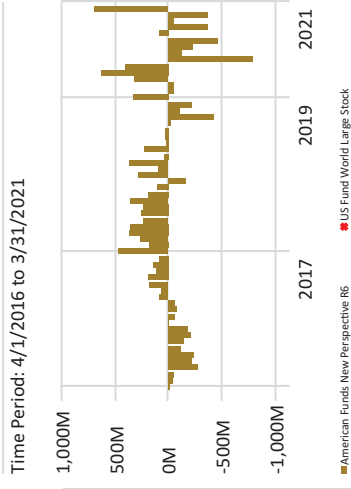
Key Information

Morningstar Category: US Fund World Large Stock
 Morningstar Rating Overall: ★★★★★
 Inception Date: 5/1/2009
 Expense Ratio: 0.42
 Fund Size (Mil): 138,502.94
 Portfolio Date: 3/31/2021
 Manager Name: Multiple

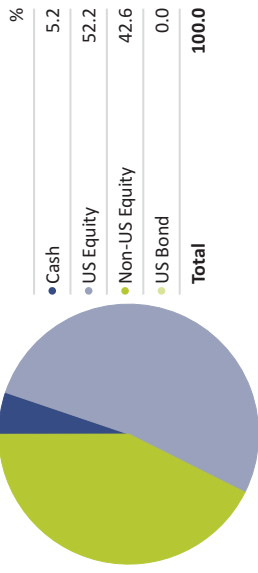
Returns



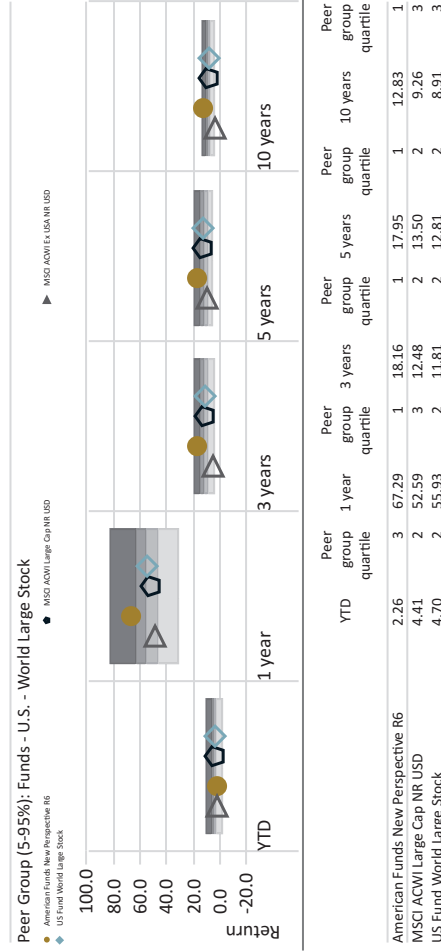
Monthly Estimated Fund-Level Net Flow



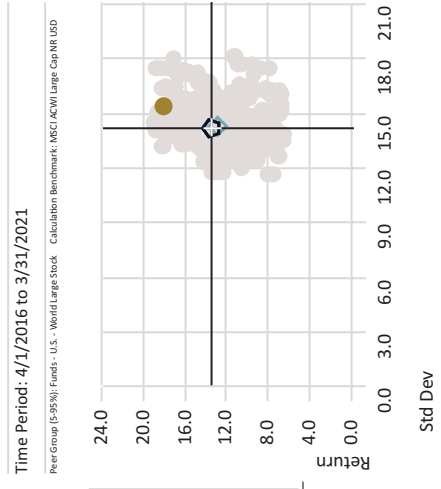
Asset Allocation



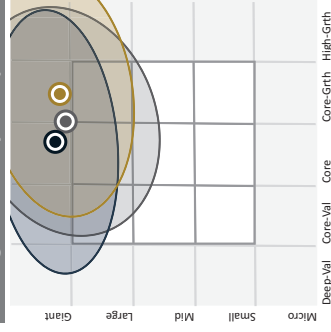
Performance Relative to Peer Group



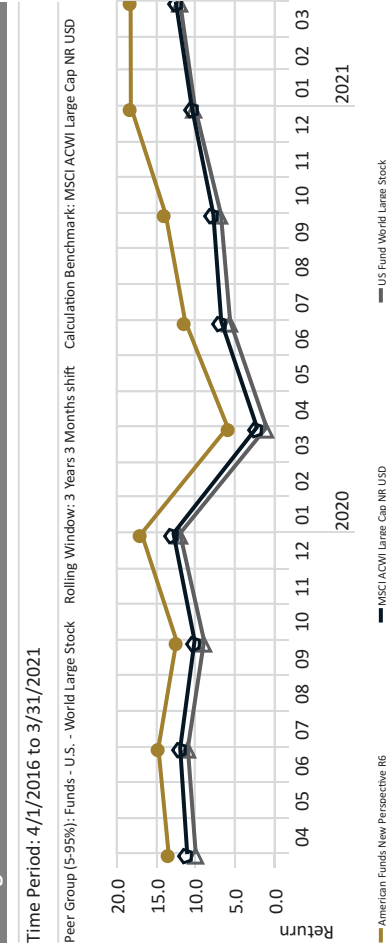
Risk-Reward



Holdings-Based Style Map



Rolling Returns



American Funds New Perspective R6 - Risk

Time Period: 4/1/2016 to 3/31/2021

Calculation Benchmark: MSCI ACWI Large Cap NR USD

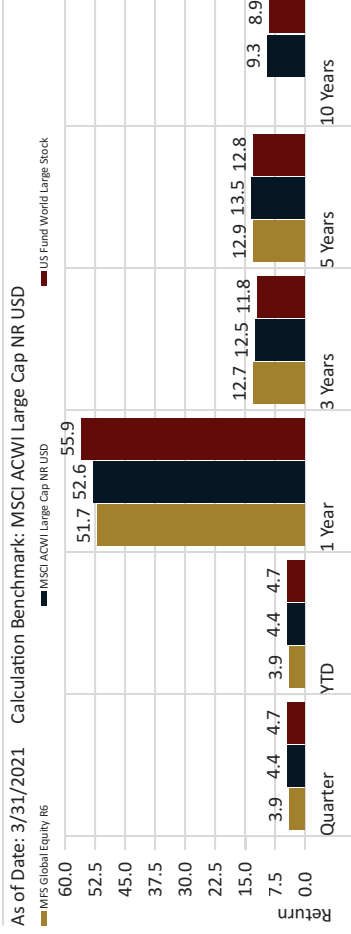
Metric	Value	Bmk1
Return	17.95	13.50
Std Dev	15.37	14.16
Downside Deviation	1.93	0.00
Alpha	3.33	0.00
Beta	1.06	1.00
R2	94.97	100.00
Sharpe Ratio (arith)	1.09	0.87
Tracking Error	3.56	0.00

Source: Morningstar Direct, as of March 31, 2021. Information provided herein was obtained from third-party sources deemed reliable. HighMark and its affiliates make no representations or warranties with respect to the timeliness, accuracy, or completeness of the information and bear no liability for any loss arising from its use.

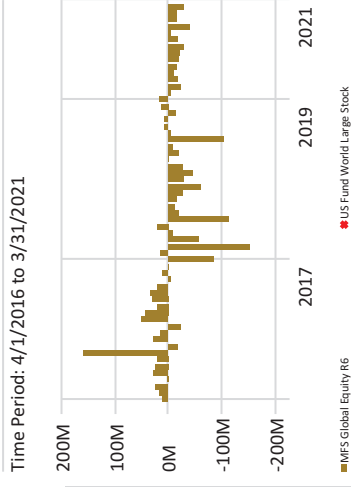
Key Information

Morningstar Category: US Fund World Large Stock **★ ★ ★**
 Morningstar Rating Overall: **6/1/2012**
 Inception Date: 6/1/2012
 Expense Ratio: 0.82
 Fund Size (Mil): 3,611.10
 Portfolio Date: 2/28/2021
 Manager Name: Multiple

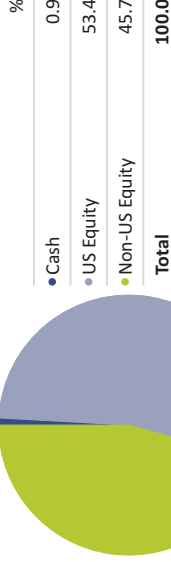
Returns



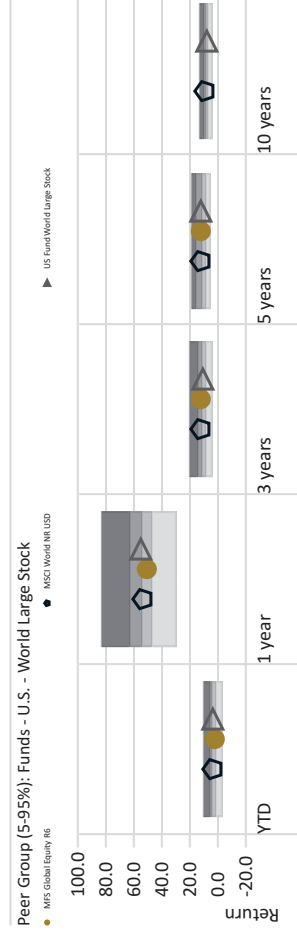
Monthly Estimated Fund-Level Net Flow



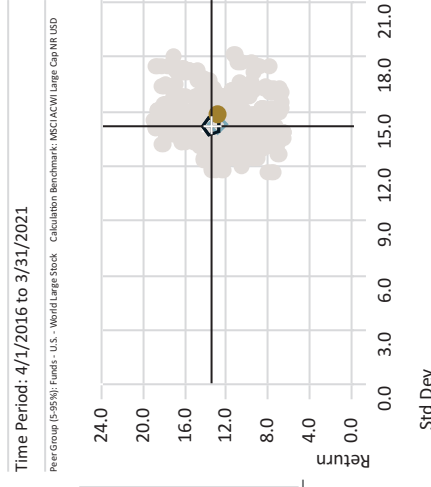
Asset Allocation



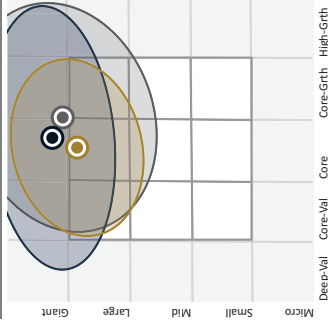
Performance Relative to Peer Group



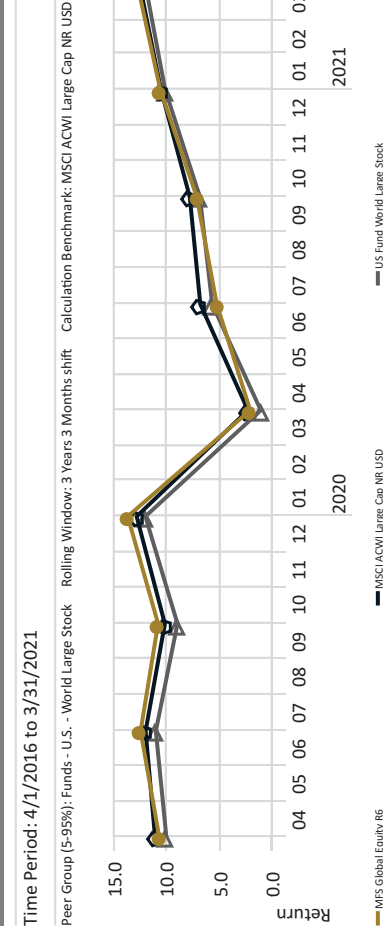
Risk-Reward



Holdings-Based Style Map



Rolling Returns



MFS Global Equity R6 - Risk

Time Period: 4/1/2016 to 3/31/2021

Calculation Benchmark: MSCI ACWI Large Cap NR USD

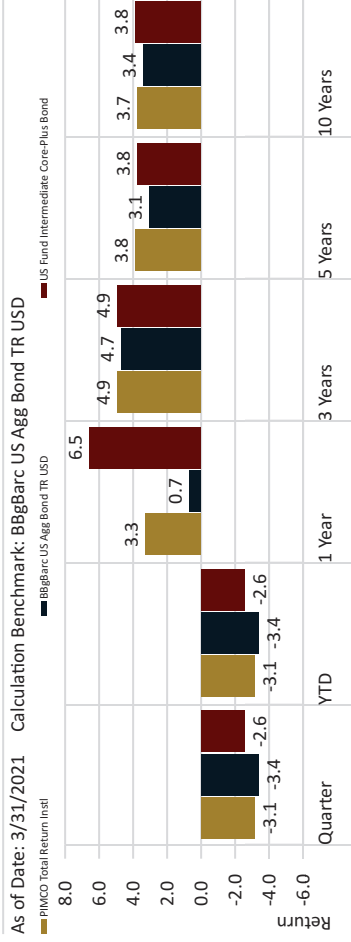
Return	12.86	Bmk1	13.50
Std Dev	14.83		14.16
Downside Deviation	2.38		0.00
Alpha	-0.73		0.00
Beta	1.02		1.00
R2	94.97		100.00
Sharpe Ratio (arith)	0.79		0.87
Tracking Error	3.35		0.00

Source: Morningstar Direct, as of March 31, 2021 Information provided herein was obtained from third-party sources deemed reliable. HighMark and its affiliates make no representations or warranties with respect to the timeliness, accuracy, or completeness of the information and bear no liability for any loss arising from its use.

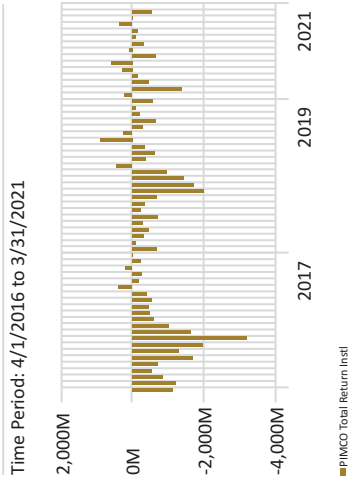
Key Information

Morningstar Category: US Fund Intermediate Core-Plus Bond
 Morningstar Rating Overall: **★★★★**
 Inception Date: 5/11/1987
 Expense Ratio: 0.70
 Fund Size (Mil): 67,381.77
 Portfolio Date: 12/31/2020
 Manager Name: Multiple

Returns

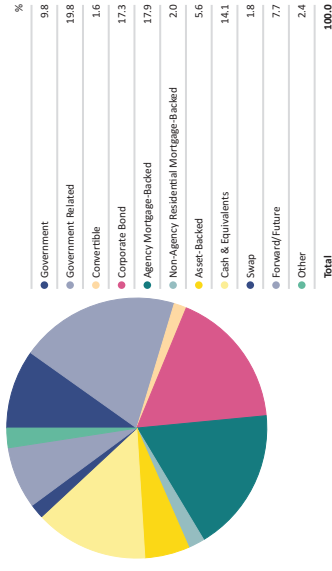


Monthly Estimated Fund-Level Net Flow

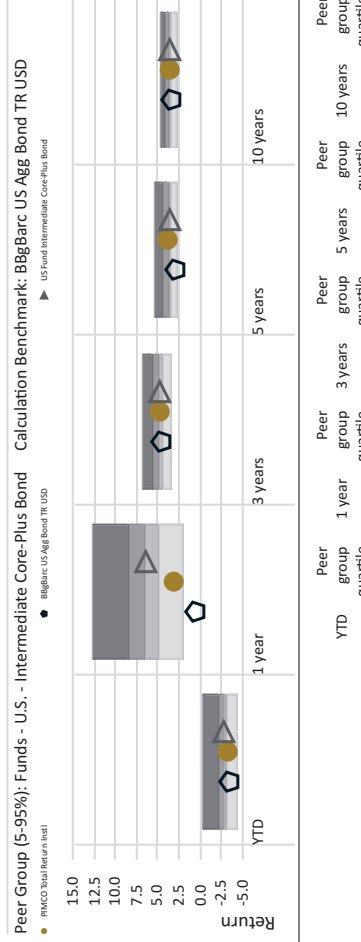


PIMCO Total Return Instl - Fixed-Inc Sectors (Morningsta

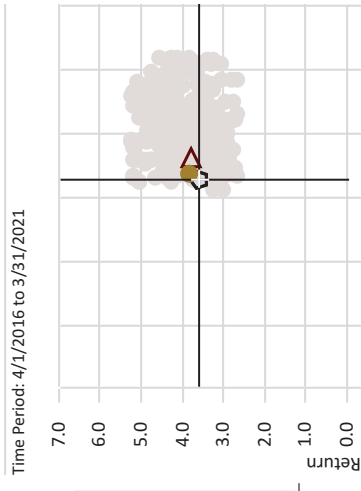
Portfolio Date: 12/31/2020



Performance Relative to Peer Group



Risk-Reward

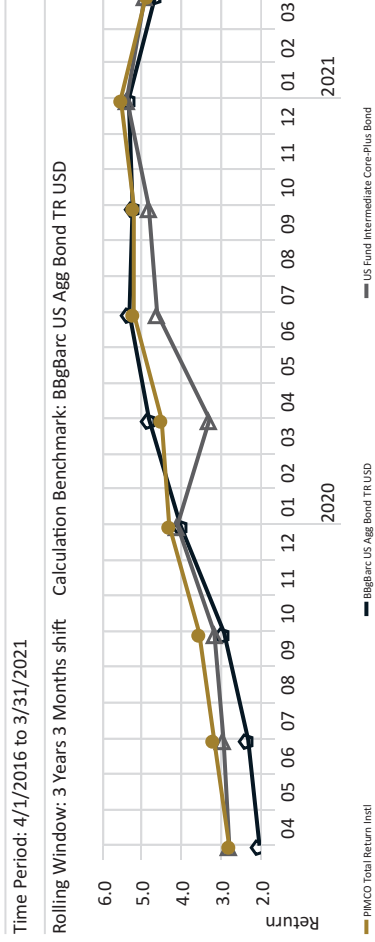


Morningstar Style Box - PIMCO Total Return Instl

Portfolio Date: 12/31/2020
 Morningstar Fixed Income Style Box™ Fixed-Income Stats
 Average Eff Duration: 5.4
 Average Eff Maturity: 7.2
 Average Coupon: 3.1
 Average Price: 112.1

Not Available

Rolling Returns



PIMCO Total Return Instl - Risk

Time Period: 4/1/2016 to 3/31/2021
 Calculation Benchmark: BBGBarc US Agg Bond TR USD

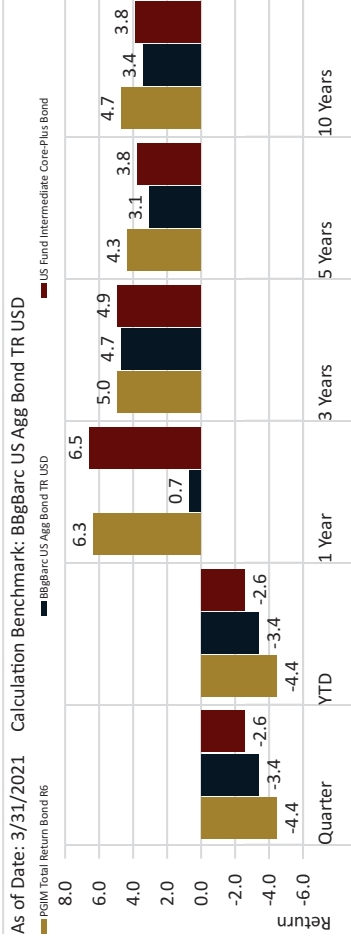
Metric	Value	Bmk1	Inv
Return	3.84	3.10	3.84
Std Dev	3.36	3.31	3.36
Downside Deviation	0.75	0.00	0.75
Alpha	0.79	0.00	0.79
Beta	0.96	1.00	0.96
R2	89.22	100.00	89.22
Information Ratio (geo)	0.65	0.00	0.65
Tracking Error	1.10	0.00	1.10

Source: Morningstar Direct, as of March 31, 2021. Information provided herein was obtained from third-party sources deemed reliable. HighMark and its affiliates make no representations or warranties with respect to the timeliness, accuracy, or completeness of the information and bear no liability for any loss arising from its use.

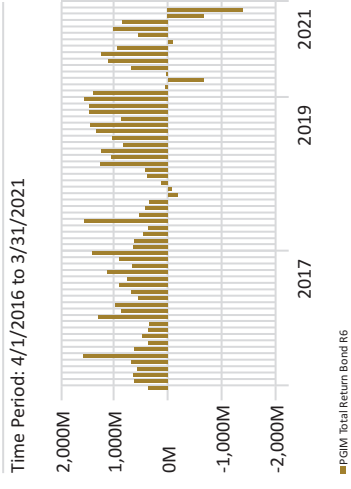
Key Information

Morningstar Category: US Fund Intermediate Core-Plus Bond
 Morningstar Rating Overall: ★★★★★
 Inception Date: 12/27/2010
 Expense Ratio: 0.39
 Fund Size (Mil): 60,002.23
 Portfolio Date: 3/31/2021
 Manager Name: Multiple

Returns

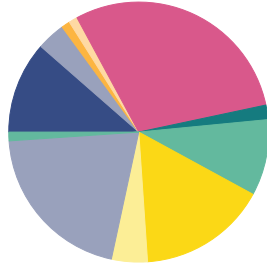


Monthly Estimated Fund-Level Net Flow

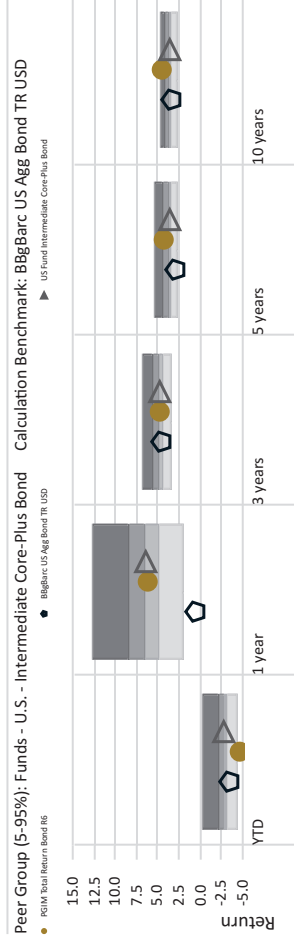


PGIM Total Return Bond R6 - Fixed-Inc Sectors (Morning)

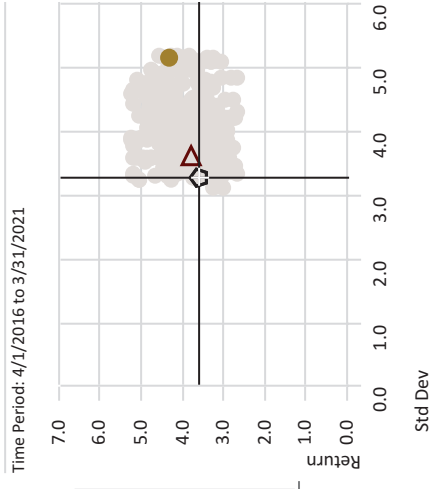
Portfolio Date: 3/31/2021



Performance Relative to Peer Group



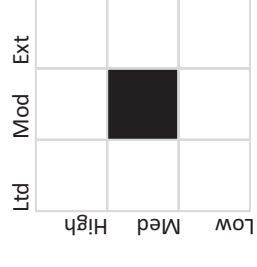
Risk-Reward



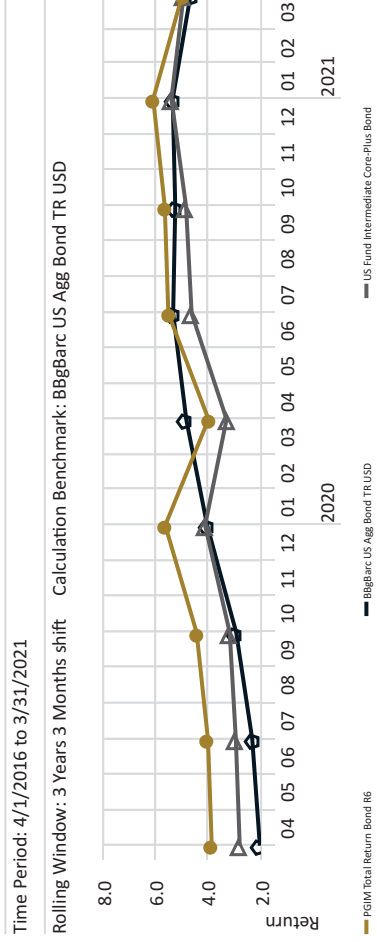
Morningstar Style Box - PGIM Total Return Bond R6

Portfolio Date: 3/31/2021

Morningstar Fixed Income Style Box™ Fixed-Income Stats



Rolling Returns



PGIM Total Return Bond R6 - Risk

Time Period: 4/1/2016 to 3/31/2021

Calculation Benchmark: BbgBarc US Agg Bond TR USD

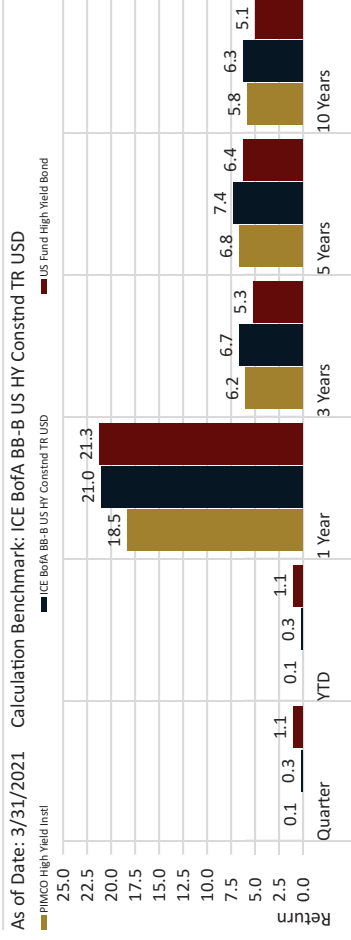
Return	4.33	Bmk1	3.10
Std Dev	5.15	Inv	3.31
Downside Deviation	2.70	Return	0.00
Alpha	0.72	Std Dev	0.00
Beta	1.28	Alpha	0.00
R2	66.20	Beta	1.00
Information Ratio (geo)	0.38	R2	100.00
Tracking Error	3.11	Information Ratio (geo)	0.38
		Tracking Error	3.11

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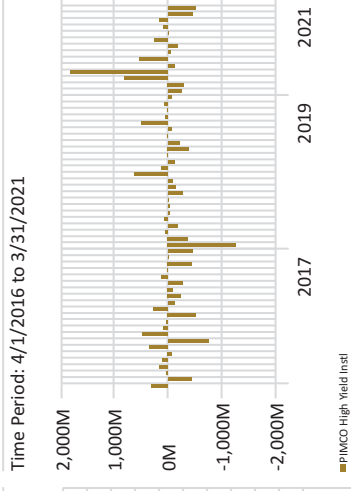
Key Information

Morningstar Category: US Fund High Yield Bond
 Morningstar Rating Overall: ★★★★★
 Inception Date: 12/15/1992
 Expense Ratio: 0.57
 Fund Size (Mil): 11,098.70
 Portfolio Date: 12/31/2020
 Manager Name: Multiple

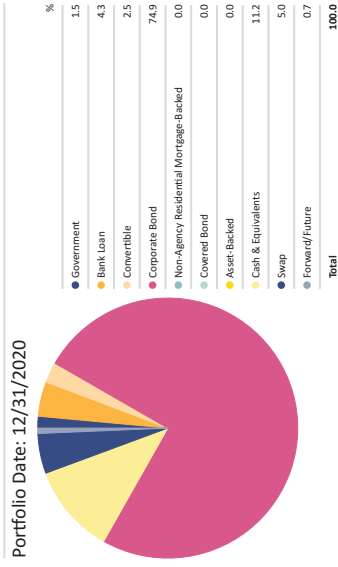
Returns



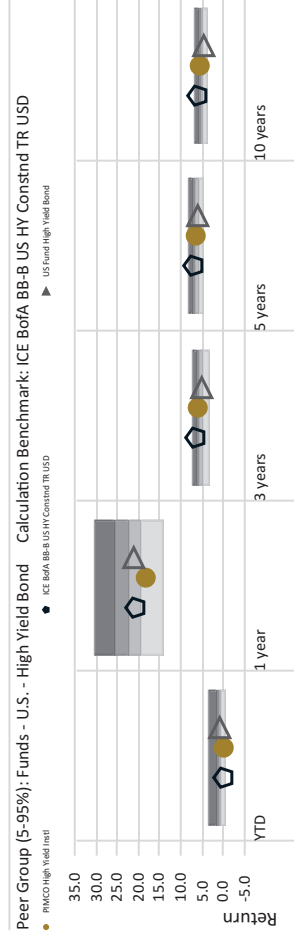
Monthly Estimated Fund-Level Net Flow



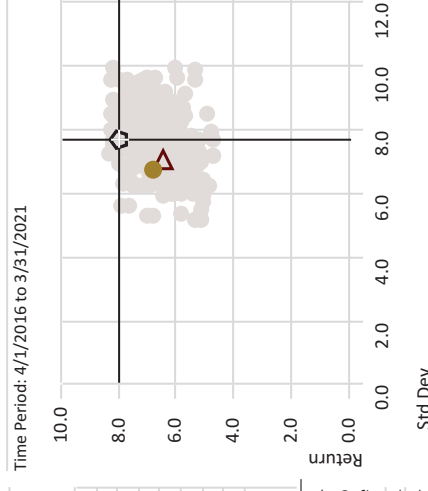
PIMCO High Yield Instl - Fixed-Inc Sectors (Morningstar)



Performance Relative to Peer Group



Risk-Reward



Morningstar Style Box - PIMCO High Yield Instl

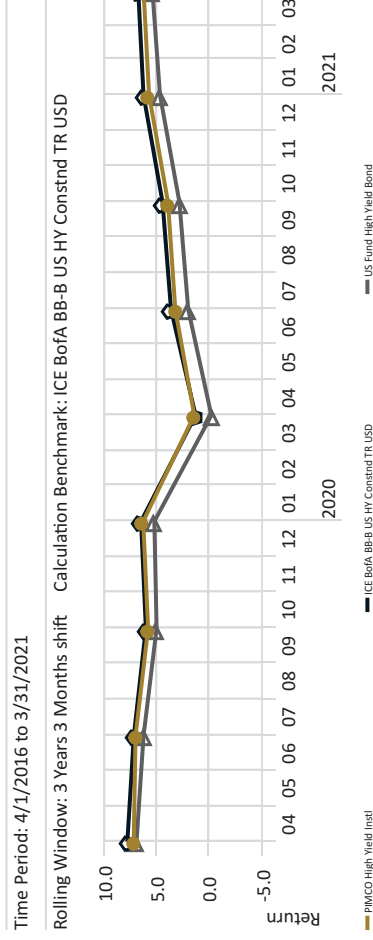
Portfolio Date: 12/31/2020

Morningstar Fixed Income Style Box™ Fixed-Income Stats

Average Eff Duration: 3.3
 Average Eff Maturity: 4.8
 Average Coupon: 5.5
 Average Price: 106.5

Not Available

Rolling Returns



PIMCO High Yield Instl - Risk

Time Period: 4/1/2016 to 3/31/2021

Calculation Benchmark: ICE BofA BB-B US HY Constnd TR USD

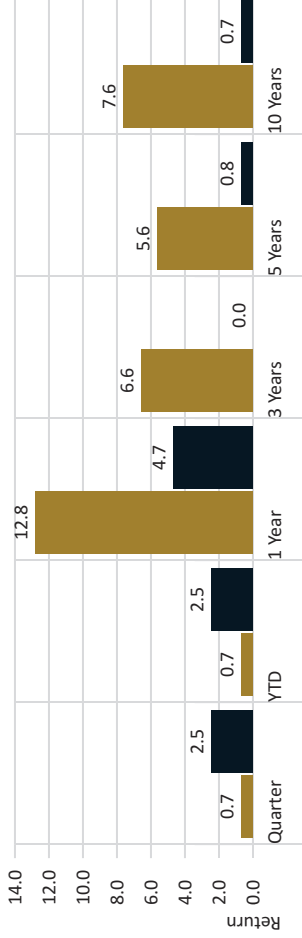
Return	6.76	Bmk1	7.42
Std Dev	6.71		7.14
Downside Deviation	0.66		0.00
Alpha	-0.24		0.00
Beta	0.93		1.00
R2	99.01		100.00
Information Ratio (geo)	-0.75		
Tracking Error	0.82		0.00

Key Information

Morningstar Category: US Fund Market Neutral
 Morningstar Rating Overall: ★★★★★
 Inception Date: 12/19/2007
 Expense Ratio: 1.36
 Fund Size (Mil): 7,428.21
 Portfolio Date: 2/28/2021
 Manager Name: Mark McKenna

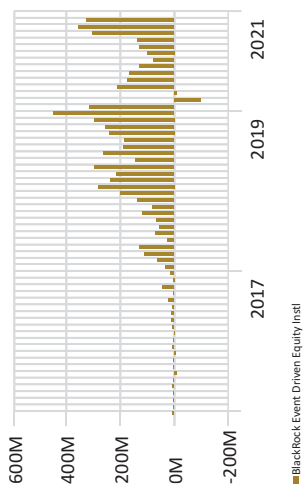
Returns

As of Date: 3/31/2021 Calculation Benchmark: US Fund Market Neutral



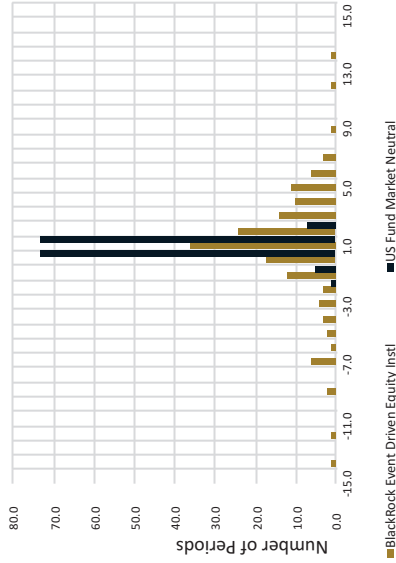
Monthly Estimated Fund-Level Net Flow

Time Period: 4/1/2016 to 3/31/2021



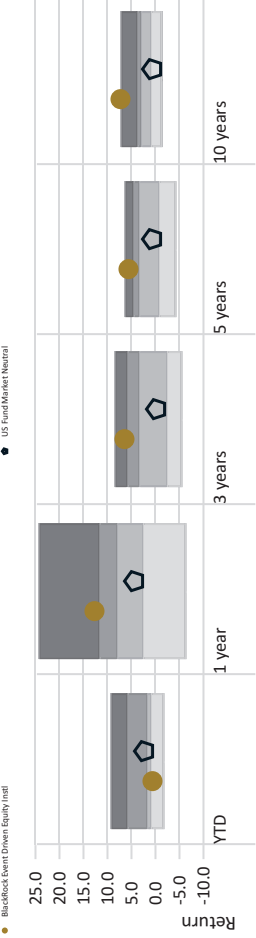
Return Distribution - BlackRock Event Driven Equity Instl

Time Period: Since Inception to 3/31/2021



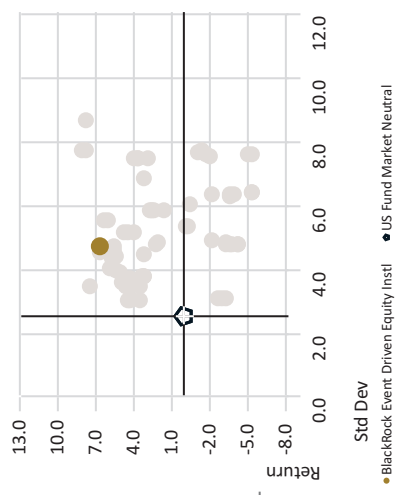
Performance Relative to Peer Group

Peer Group (5-95%): Funds - U.S. - Market Neutral



Risk-Reward

Time Period: 4/1/2018 to 3/31/2021



Correlation Matrix

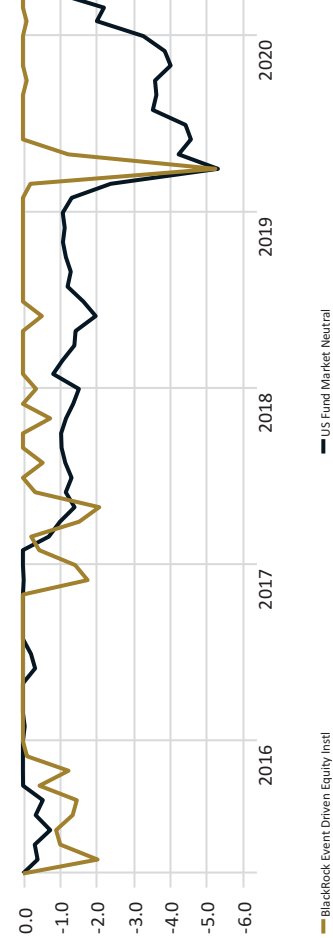
Time Period: 1/1/2008 to 3/31/2021

	1	2	3
1 BlackRock Event Driven Equity Instl	1.00		
2 BBgBarc US Agg Bond TR USD	0.02	1.00	
3 S&P 500 TR (1989)	0.79	0.03	1.00

■ 1.00 to 0.80 ■ 0.60 to 0.40 ■ 0.40 to 0.20 ■ 0.20 to 0.00
 ■ 0.00 to -0.20 ■ -0.20 to -0.40 ■ -0.40 to -0.60 ■ -0.60 to -0.80 ■ -0.80 to -1.00

Drawdown

Time Period: 4/1/2016 to 3/31/2021



BlackRock Event Driven Equity Instl - Risk

Time Period: Since Inception to 3/31/2021

Calculation Benchmark: US Fund Market Neutral

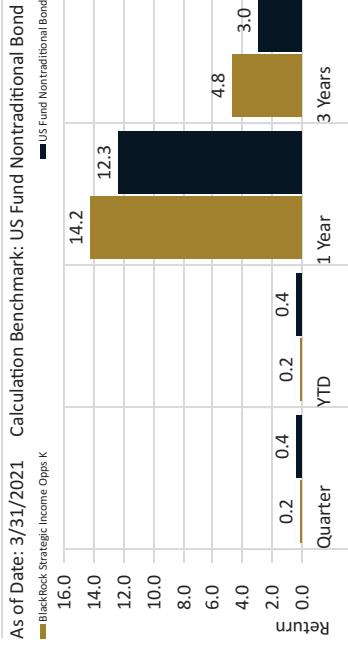
	Inv	Bmk1	+/- Bmk1
Return	5.68	0.22	5.46
Std Dev	13.17	1.98	11.19
Downside Deviation	8.80	0.00	8.80
Alpha	6.76	0.00	6.76
Beta	2.63	1.00	1.63
R2	15.98	100.00	-84.02
Sharpe Ratio (arith)	0.39	-0.19	0.58
Tracking Error	12.53	0.00	12.53

Source: Morningstar Direct, as of March 31, 2021. Information provided herein was obtained from third-party sources deemed reliable. HighMark and its affiliates make no representations or warranties with respect to the timeliness, accuracy, or completeness of the information and bear no liability for any loss arising from its use.

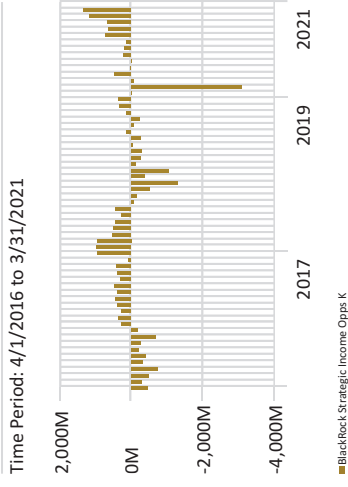
Key Information

Morningstar Category: US Fund Nontraditional Bond
 Morningstar Rating Overall: ★★★★★
 Inception Date: 3/28/2016
 Expense Ratio: 0.76
 Fund Size (Mil): 39,105.61
 Portfolio Date: 1/31/2021
 Manager Name: Multiple

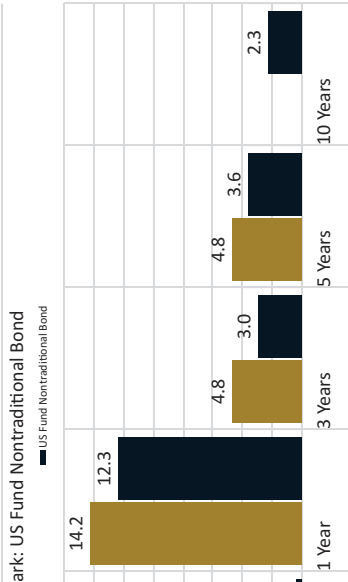
Returns



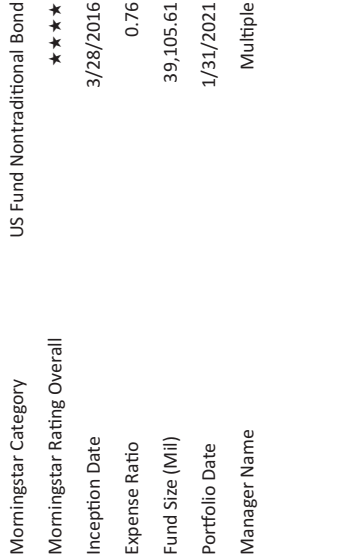
Monthly Estimated Fund-Level Net Flow



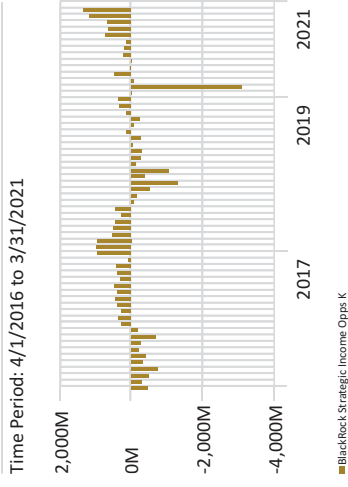
Performance Relative to Peer Group



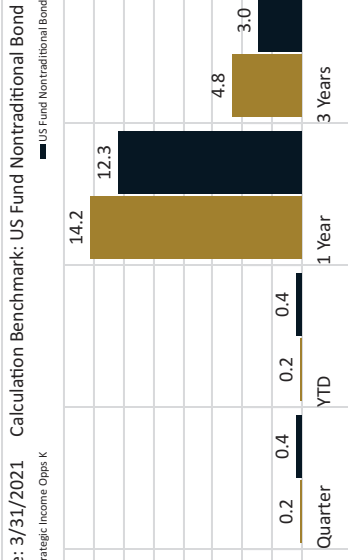
Return Distribution - BlackRock Strategic Income Opps K



Risk-Reward



Drawdown



Correlation Matrix

Time Period: 4/1/2016 to 3/31/2021

	1	2	3
1 BlackRock Strategic Income Opps K	1.00		
2 BBgBarc US Agg Bond TR USD	0.30	1.00	
3 S&P 500 TR (1989)	0.70	0.00	1.00

BlackRock Strategic Income Opps K - Risk

Time Period: Since Inception to 3/31/2021

	Inv	Bmk1	+/- Bmk1
Return	4.77	3.61	1.16
Std Dev	4.02	4.14	-0.13
Downside Deviation	0.62	0.00	0.62
Alpha	1.29	0.00	1.29
Beta	0.93	1.00	-0.07
R2	91.65	100.00	-8.35
Sharpe Ratio (arith)	0.90	0.59	0.31
Tracking Error	1.21	0.00	1.21

Calculation Benchmark: US Fund Nontraditional Bond

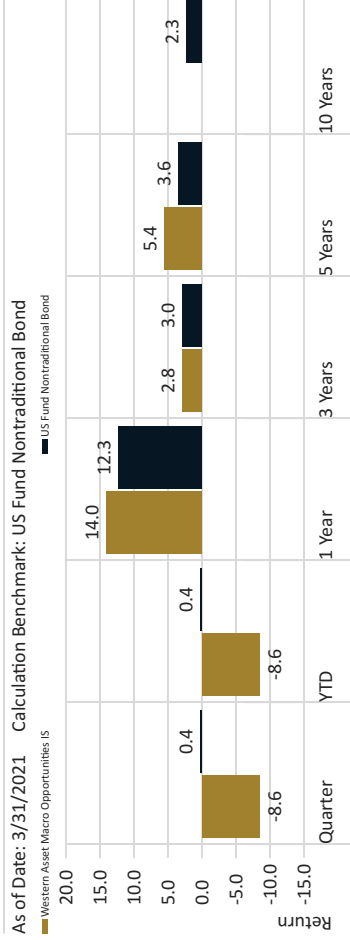
Time Period: 4/1/2016 to 3/31/2021

	BlackRock Strategic Income Opps K	US Fund Nontraditional Bond
Return	4.77	3.61
Std Dev	4.02	4.14
Downside Deviation	0.62	0.00
Alpha	1.29	0.00
Beta	0.93	1.00
R2	91.65	100.00
Sharpe Ratio (arith)	0.90	0.59
Tracking Error	1.21	0.00

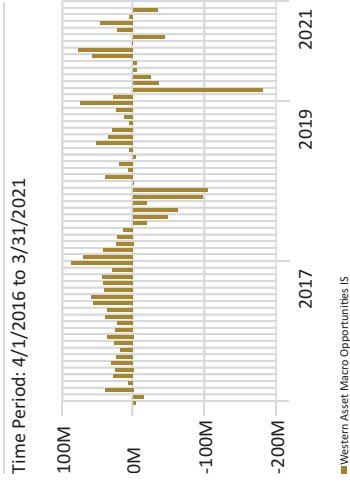
Key Information

Morningstar Category: US Fund Nontraditional Bond
 Momingstar Rating Overall: **★★★**
 Inception Date: 8/30/2013
 Expense Ratio: 1.22
 Fund Size (Mil): 1,642.53
 Portfolio Date: 2/28/2021
 Manager Name: Multiple

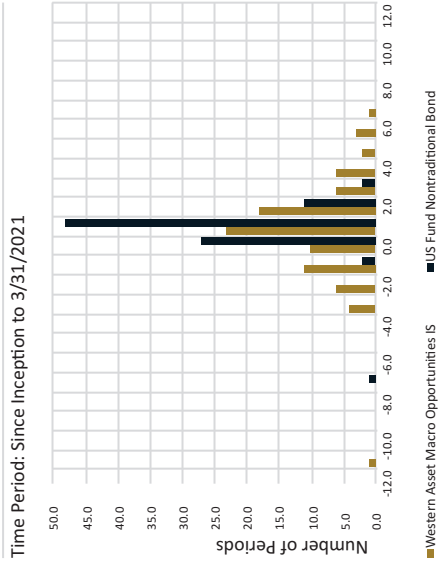
Returns



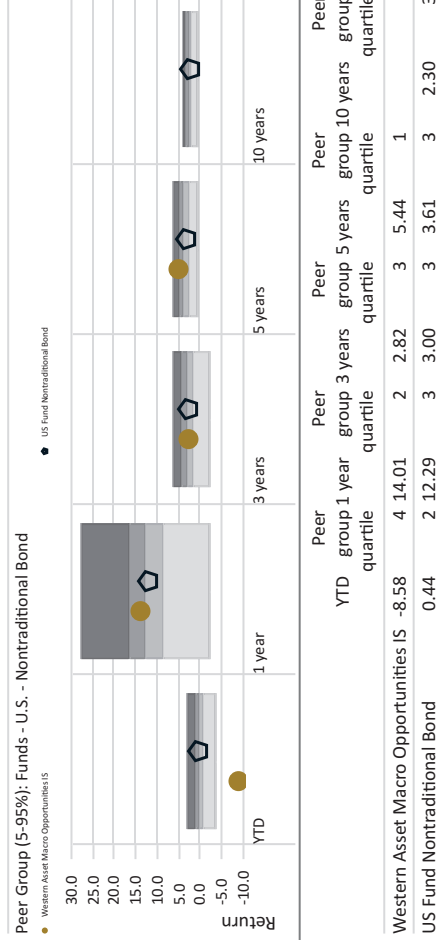
Monthly Estimated Fund-Level Net Flow



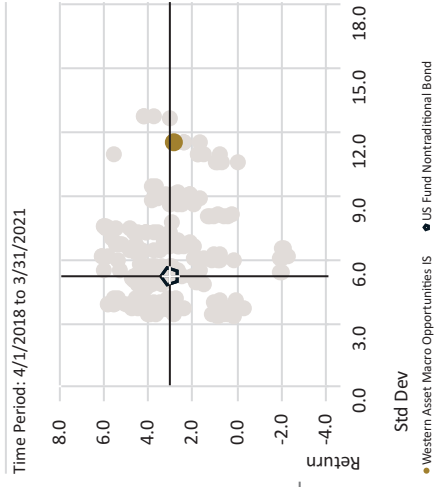
Return Distribution - Western Asset Macro Opportunitie



Performance Relative to Peer Group



Risk-Reward



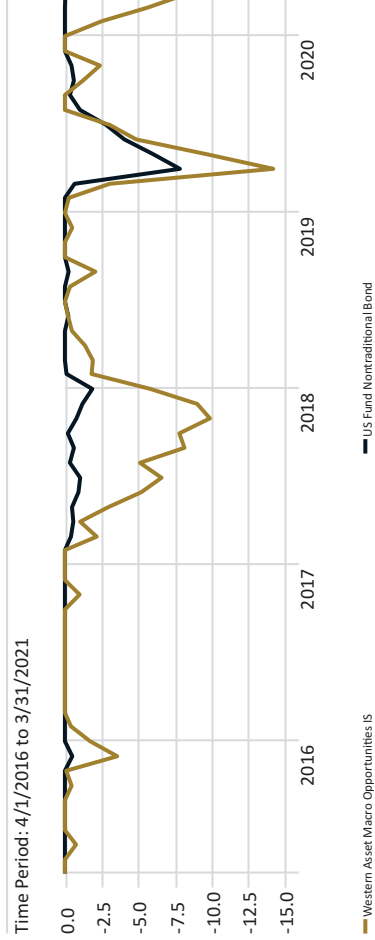
Correlation Matrix

Time Period: 9/1/2013 to 3/31/2021

	1	2	3
1 Western Asset Macro Opportunities IS	1.00		
2 BBgBarc US Agg Bond TR USD	0.32	1.00	
3 S&P 500 TR (1989)	0.60	-0.02	1.00

■ 1.00 to 0.80 ■ 0.80 to 0.60 ■ 0.60 to 0.40 ■ 0.40 to 0.20 ■ 0.20 to 0.00
 ■ 0.00 to -0.20 ■ -0.20 to -0.40 ■ -0.40 to -0.60 ■ -0.60 to -0.80 ■ -0.80 to -1.00

Drawdown



Western Asset Macro Opportunities IS - Risk

Time Period: Since Inception to 3/31/2021

Calculation Benchmark: US Fund Nontraditional Bond

	Inv	Bmk1	+/- Bmk1
Return	5.85	2.47	3.38
Std Dev	8.43	3.60	4.82
Downside Deviation	3.62	0.00	3.62
Alpha	1.96	0.00	1.96
Beta	1.92	1.00	0.92
R2	67.50	100.00	-32.50
Sharpe Ratio (arith)	0.60	0.47	0.13
Tracking Error	5.84	0.00	5.84

Source: Morningstar Direct, as of March 31, 2021, information provided herein was obtained from third-party sources deemed reliable. HighMark and its affiliates make no representations or warranties with respect to the timeliness, accuracy, or completeness of the information and bear no liability for any loss arising from its use.



Contra
Costa
County

To: Board of Supervisors
From: Brian M. Balbas, Public Works Director/Chief Engineer
Date: May 18, 2021

Subject: APPROVE and AUTHORIZE the conveyance of Surplus Real Property for the completion of the West County Behavioral Health Center to the City of San Pablo.

RECOMMENDATION(S):

APPROVE the conveyance of surplus real property identified as a portion of APN 417-310-008 located on San Pablo Avenue to the City of San Pablo, a California municipal corporation, pursuant to Government Code Section 25526.5.

DETERMINE that this activity is exempt from the California Environmental Quality Act (CEQA) as a Categorical Exemption, pursuant to Section 15061(b) (3) of the CEQA Guidelines.

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

DETERMINE said property to be surplus and no longer necessary for county purposes and its estimated value does not exceed twenty-five thousand dollars (\$25,000).

AUTHORIZE the Chair, Board of Supervisors, to execute a Grant Deed on behalf of the County.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **05/18/2021** 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: May 18, 2021

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

Contact: Olivia Reynolds-Freeman
925.957-2462

By: Wendy Mascitto, Deputy

cc:

RECOMMENDATION(S): (CONT'D)

DIRECT the Real Estate Division of the Public Works Department to cause said Grant Deed and a certified copy of this Board Order to be delivered to the Grantee for acceptance and recording in the office of the County Clerk-Recorder.

FISCAL IMPACT:

100% Hospital Enterprise Funds.

BACKGROUND:

In 2010, Contra Costa County (County) purchased property from the City of San Pablo's Redevelopment Agency and built the West County Health Center and a parking garage.

A portion of this parcel identified as APN 417-310-008 is surplus and no longer needed for County purposes but required by the City of San Pablo for compliance with the C.3 requirements pertaining to the completion of the expansion of the West County Behavioral Health Center Project.

CONSEQUENCE OF NEGATIVE ACTION:

The County will be responsible for the maintenance of an area no longer needed and will not be in compliance with the C.3 requirements in connection to the West County Behavioral Health Center expansion.

ATTACHMENTS

Grant Deed

CEQA Notice of Exemption

Recorded at the request of:

Return to:
City of San Pablo
City Manager
1000 Gateway Avenue
San Pablo, CA 94806

Mail Tax Statement to:
City of San Pablo
1000 Gateway Avenue
San Pablo, CA 94806

EXEMPT FROM RECORDING FEES PURSUANT TO GOV'T. CODE SECTION 27383 AND DOCUMENTARY TRANSFER TAX PURSUANT TO REVENUE AND TAXATION CODE SECTION 11922.

Assessor's Parcel No.: 417-310-008 (portion of)

GRANT DEED

For valuable consideration, receipt of which is hereby acknowledged,

CONTRA COSTA COUNTY, a political subdivision of the State of California,

GRANTS TO The City of San Pablo, a California municipal corporation the following described real property in the City of San Pablo, County of Contra Costa, State of California,

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

CONTRA COSTA COUNTY

Dated _____

By _____
Diane Burgis
Chair, Board of Supervisors

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

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

WITNESS my hand and official seal.

Signature: _____
Deputy Clerk



**ENGINEERS
SURVEYORS
PLANNERS**

June 4, 2020
BKF Job No. 20175135-10

**EXHIBIT "A"
LEGAL DESCRIPTION**

The land referred to herein is situated in the City of San Pablo, County of Contra Costa, State of California, and is described as follows:

PARCEL ONE:

BEING a portion of Lot 1 as said lot is shown on the map entitled, "Subdivision 9331," filed October 30, 2014, in Book 521 of Maps at Pages 41 through 47, inclusive, in the Office of the Recorder of Contra Costa County, and the lands described in the Grant Deed to Contra Costa County, recorded October 14, 2010, as Document Number 2010-222240, Contra Costa County Records, and more particularly described as follows:

BEGINNING at the most northern corner of said lands of Contra Costa County (2010-222240 O.R.);

THENCE, southeasterly along the line common to said Lot 1 (521 M 41) and said lands of Contra Costa County (2010-222240 O.R.), South 46°45'45" East 7.00 feet to the northwesterly right of way line of Gateway Avenue (right of way width varies) as said avenue is shown on said map (521 M 41);

THENCE, northeasterly along said northwesterly right of way line of Gateway Avenue the following three (3) courses:

- 1) North 43°14'15" East 17.62 feet;
- 2) along a curve to the right, having a radius of 60.50 feet, through a central angle of 24°11'07", an arc distance of 25.54 feet;
- 3) along a reverse curve to the left, from which the center of said curve bears South 22°34'38" East, having a radius of 99.00 feet, through a central angle of 24°11'07", an arc distance of 41.79 feet to the southwesterly terminus of that certain course delineated as "North 43°14'15" East 57.10 feet" on said map (521 M 41);

THENCE, leaving said northwesterly right of way line of Gateway Avenue, along the southwesterly prolongation of the last said course, South 43°14'15" West 28.18 feet;

THENCE, along a curve to the right, having a radius of 40.00 feet, through a central angle of 32°55'07", an arc distance of 22.98 feet;

THENCE, along a reverse curve, from which the center of said curve bears North 13°50'38" West, having a radius of 27.00 feet, through a central angle of 61°07'13", an arc distance of 28.80 feet;

THENCE, South 15°02'09" West 35.98 feet;

June 4, 2020
BKF Job No. 20175135-10
Exhibit "A"

THENCE, along a curve to the right, having a radius of 29.00 feet, through a central angle of $36^{\circ}46'32''$, an arc distance of 18.61 feet;

THENCE, along a reverse curve, from which the center of said curve bears North $38^{\circ}11'19''$ West, having a radius of 10.00 feet, through a central angle of $60^{\circ}04'52''$, an arc distance of 10.49 feet;

THENCE, along a line radial to a 126 foot radius curve as shown on aforesaid map (521 M 41), South $77^{\circ}15'21''$ West 6.19 feet, more or less, to the aforesaid northwesterly right of way line of Gateway Avenue;

THENCE, northerly along said northwesterly right of way line of Gateway Avenue the following two (2) courses:

- 1) along a non-tangent curve to the left, from which the center of said curve bears North $77^{\circ}15'21''$ East, having a radius of 126.00 feet, through a central angle of $01^{\circ}26'20''$, an arc distance of 3.16 feet;
- 2) along a reverse curve to the right, from which the center of said curve bears South $75^{\circ}49'01''$ West, having a radius of 67.44 feet, through a central angle of $57^{\circ}25'19''$, an arc distance of 67.59 feet to the **POINT OF BEGINNING**.

Containing an area of 1,458 square feet, more or less.

The bearings of this description are based on that certain map entitled, "Subdivision 9331," filed October 30, 2014, in Book 521 of Maps at Pages 41 through 47, inclusive, in the Office of the Recorder of Contra Costa County.

A plat showing the above described parcel is attached hereto and made a part hereof as Exhibit "B".

This description was prepared by me or under my direction for BKF Engineers and is based on record information. This legal description shall not be used in violation of the Subdivision Map Act or local ordinance.

By: Paul A. Kittredge
Paul A. Kittredge, P.L.S. No. 5790

Dated: August 5, 2020



K:\2017\175135-wch\DOCS\08-Survey\I-Plats_and_Legal_Desc
\WCHC-RW-DESC.docx

BASIS OF BEARINGS:

BEARINGS ARE BASED ON SUBDIVISION 9331, FILED OCTOBER 30, 2014, IN BOOK 521 OF MAPS, PAGE 41, CONTRA COSTA COUNTY RECORDS.

CHATTLETON LANE
RIGHT OF WAY VARIES

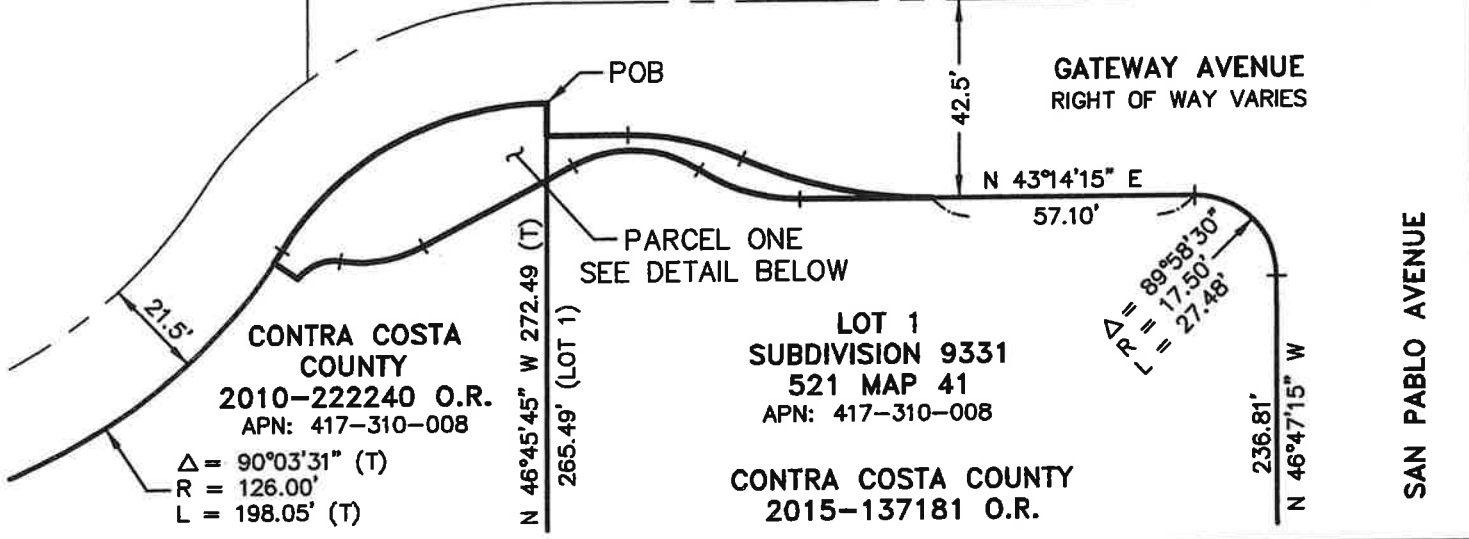
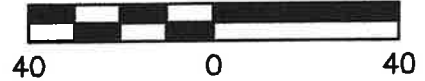
LOT 2
SUBDIVISION 9331
521 MAP 41



LINE LEGEND:

- SUBJECT PROPERTY LINE
- PARCEL ONE LINE
- RIGHT OF WAY LINE
- CENTER LINE

SCALE: 1" = 40'



CONTRA COSTA COUNTY
2010-222240 O.R.
APN: 417-310-008

LOT 1
SUBDIVISION 9331
521 MAP 41
APN: 417-310-008

CONTRA COSTA COUNTY
2015-137181 O.R.

$\Delta = 90^{\circ}03'31''$ (T)
R = 126.00'
L = 198.05' (T)

N $46^{\circ}45'45''$ W 272.49 (T)
265.49' (LOT 1)

38.5'
42.5'
N $43^{\circ}14'15''$ E
57.10'

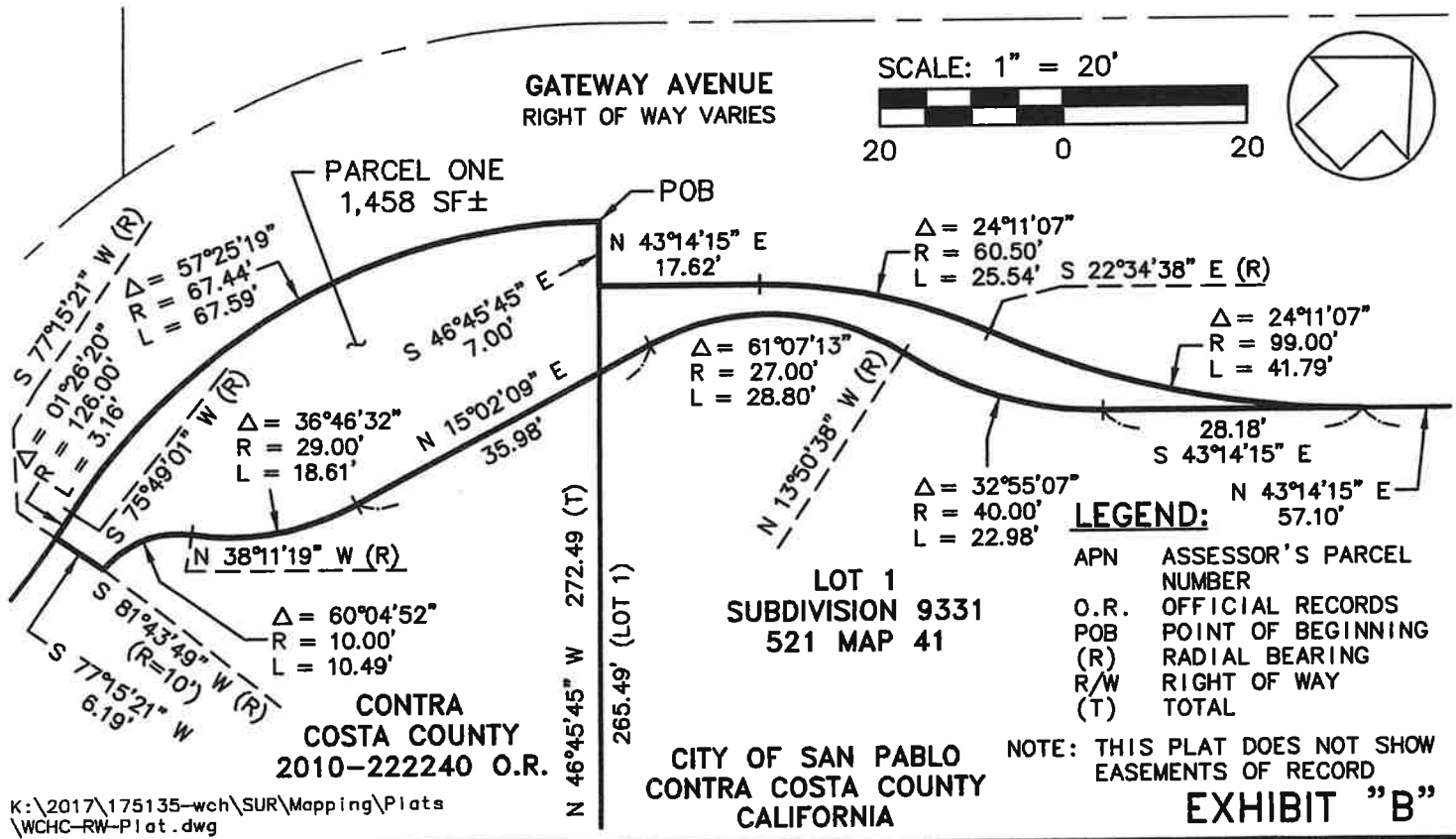
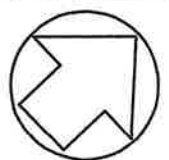
$\Delta = 89^{\circ}58'30''$
R = 17.50'
L = 27.48'

236.81'
N $46^{\circ}47'15''$ W

SAN PABLO AVENUE

GATEWAY AVENUE
RIGHT OF WAY VARIES

SCALE: 1" = 20'



PARCEL ONE
1,458 SF±

LOT 1
SUBDIVISION 9331
521 MAP 41

CITY OF SAN PABLO
CONTRA COSTA COUNTY
CALIFORNIA

CONTRA COSTA COUNTY
2010-222240 O.R.

K:\2017\175135-wch\SUR\Mapping\Plats
\WCHC-RW-Plat.dwg

$\Delta = 24^{\circ}11'07''$
R = 60.50'
L = 25.54'

$\Delta = 24^{\circ}11'07''$
R = 99.00'
L = 41.79'

$\Delta = 61^{\circ}07'13''$
R = 27.00'
L = 28.80'

$\Delta = 32^{\circ}55'07''$
R = 40.00'
L = 22.98'

LEGEND:

- APN ASSESSOR'S PARCEL NUMBER
- O.R. OFFICIAL RECORDS
- POB POINT OF BEGINNING
- (R) RADIAL BEARING
- R/W RIGHT OF WAY
- (T) TOTAL

NOTE: THIS PLAT DOES NOT SHOW EASEMENTS OF RECORD

EXHIBIT "B"



1646 N. CALIFORNIA BLVD
SUITE 400
WALNUT CREEK, CA 94596
925-940-2200
925-940-2299 (FAX)

Subject PLAT TO ACCOMPANY
DESCRIPTION
Job No. 20175135
By MLH Date 06/04/20 Chkd. PAK
SHEET 1 OF 1

**DETERMINATION THAT AN ACTIVITY
IS EXEMPT FROM THE
CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)**

Activity No.: 145-1502/WH518B, CP#: 20-25

Activity Name: West County Behavioral Health Center – Partial Parcel Conveyance

Prepared By: Shravan Sundaram

DATE: 10/21/20

This activity is not subject to the California Environmental Quality Act (CEQA) pursuant to Section 15061(b)(3) of the CEQA Guidelines as it can be seen with certainty that there is no possibility that the activity may have a significant adverse effect on the environment; therefore, the activity is not subject to CEQA.

DESCRIPTION OF THE ACTIVITY:

The activity is for Contra Costa County (County) to convey a portion of Assessor's Parcel Number (APN) 417-310-008, as shown on Figure 2 and Exhibit B, to the City of San Pablo for the purpose of C.3 requirements pertaining to the completion of the West County Health Center Expansion project.

A CEQA Notice of Exemption was approved on March 27, 2018 (CP# 17-22) in connection to the overall West County Health Center Expansion project, but did not address real estate transactions.

It is now necessary for the County to transfer the portion of APN 417-310-008 to the City of San Pablo for the C.3 requirements pertaining to the completion of the West County Health Center Expansion project.

Additional Real Estate transactions may be necessary.


This CEQA documentation covers the real estate transaction(s). The parcel owner(s) and/or developer will be responsible for CEQA analysis as well as obtaining any applicable local, State, or federal regulatory permits for subsequent activities subject to CEQA review.

General Plan Conformance obtained from the City of San Pablo.

LOCATION: The activity is located west of Interstate 80, just off San Pablo Avenue, in the City of San Pablo. (Figures 1, 2; Exhibit B)

REVIEWED BY: _____ DATE: _____

Avé Brown
Principal Environmental Analyst
Environmental Services Division
Contra Costa County Public Works Department

APPROVED BY:  DATE: 10/29/2020
Department of Conservation and
Development Representative

CALIFORNIA ENVIRONMENTAL QUALITY ACT
Notice of Exemption

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

From: Contra Costa County
Dept. of Conservation & Development
30 Muir Road
Martinez, CA 94553

County Clerk
County of: Contra Costa

Project Title: West County Behavioral Health Center – Partial Parcel
Conveyance
Project No. 145-1502/WH518B, CP# 20-25

Project Applicant: **Contra Costa County Public Works Department,
255 Glacier Drive Martinez, CA 94553**

Project Location: West of Interstate 80, just off San Pablo Avenue, in the City of San Pablo in West Contra Costa County
(Figure 1)

Lead Agency: **Contra Costa County Department of Conservation and Development**

Description of Nature, Purpose and Beneficiaries of Project:

The activity is for Contra Costa County (County) to convey a portion of Assessor's Parcel Number (APN) 417-310-008, as shown on Figure 2 and Exhibit B, to the City of San Pablo for the purpose of C.3 requirements pertaining to the completion of the West County Health Center Expansion project.

A CEQA Notice of Exemption was approved on March 27, 2018 (CP# 17-22) in connection to the overall West County Health Center Expansion project, but did not address real estate transactions.

It is now necessary for the County to transfer the portion of APN 417-310-008 to the City of San Pablo for the C.3 requirements pertaining to the completion of the West County Health Center Expansion project.

Additional Real Estate transactions may be necessary.

This CEQA documentation covers the real estate transaction(s). The parcel owner(s) and/or developer will be responsible for CEQA analysis as well as obtaining any applicable local, State, or federal regulatory permits for subsequent activities subject to CEQA review.

Name of Public Agency Approving Project: **Contra Costa County**
Name of Person or Agency Carrying Out Project: **Contra Costa County Public Works Department**

Exempt Status:

- Ministerial Project (Sec. 21080(b) (1); 15268; Categorical Exemption: Class ()
 Declared Emergency (Sec. 21080(b)(3); 15269(a)); Other Statutory Exemption, Code No.: _____
 Emergency Project (Sec. 21080(b)(4); 15269(b)(c)); Common Sense Exemption [Section 15061(b)(3)]

Reasons why project is exempt: The activity consists of a real estate transaction which would not result in any significant effect on the environment, and therefore is exempt pursuant to Section 15061(b)(3) of the CEQA guidelines.

Lead Agency Contact Person: Shravan Sundaram - Public Works Dept. Area Code/Telephone/Extension: (925) 313-2366

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? Yes No

Signature: _____ Date: _____ Title: _____

Contra Costa County Department of Conservation and Development

Signed by Lead Agency Signed by Applicant

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

Applicant:

Public Works Department
255 Glacier Drive
Martinez, CA 94553
Attn: Shravan Sundaram
Environmental Services Division
Phone: (925) 313-2366

Department of Fish and Game Fees Due

- EIR - \$3,343.²⁵
 Neg. Dec. - \$2,406.⁷⁵
 DeMinimis Findings - \$0
 County Clerk - \$50
 Conservation & Development - \$25

Total Due: \$ 75⁰⁰

Total Paid \$ _____

Receipt #: _____



**Contra
Costa
County**

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: May 18, 2021

Subject: Approve New and Recredentialing Providers and Recredentialing Organizational Providers in Contra Costa Health Plan's Community Provider Network

RECOMMENDATION(S):

APPROVE the list of providers recommended by Contra Costa Health Plan's Medical Director and the Health Services Director, on April 15th and 28th, 2021, 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 Contra Costa Health Plan (CCHP) provider's credentials file. Approval of this list of providers as recommended by the CCHP Medical Director will enable the Contra Costa Health Plan to comply with this requirement.

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved, Contra Costa Health Plan's Providers would not be appropriately credentialed and not be in compliance with the NCQA.

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **05/18/2021** 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: May 18, 2021

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

By: Wendy Mascitto, Deputy

Contact: Sharron Mackey,
925-313-6104

cc: Marey Wilhelm, Terri Bostick

ATTACHMENTS

April 15, 2021

List

April 28, 2021

List

Contra Costa Health Plan
 Providers Approved by Medical Director
 April 15, 2021

CREDENTIALING PROVIDERS APRIL 2021	
Name	Specialty
Abaunza, Elizabeth, NP	Primary Care Family Medicine
Aboei, Sara, BS	Qualified Autism Provider
Ambegia-Vinoya, Hosanna, RBT	Qualified Autism Paraprofessional
Ashby, Christina, OT	Occupation Therapy
Bansal, Shelly, BCBA M.Ed	Qualified Autism Provider
Berg, Travis, BCBA MA	Qualified Autism Provider
Brown, Briana, M.Ed	Qualified Autism Provider
Butler, Ashli, NP	Primary Care Family Medicine
Chen, Josephine, NP	Primary Care Family Medicine
Cordero, Christina, RBT	Qualified Autism Paraprofessional
Cornejo-Gonzalez, Alejandra, RBT	Qualified Autism Provider
Cortez, Stephanie, RBT, BA	Qualified Autism Professional
Cretcher, Clinton, RBT, BS	Qualified Autism Professional
De La Garza, Elizabeth, BCBA	Qualified Autism Provider

Contra Costa Health Plan
 Providers Approved by Medical Director
 April 15, 2021

CREDENTIALING PROVIDERS APRIL 2021	
Name	Specialty
Delgado, Elizabeth, LCSW	Mental Health Services
Devin McCaig, Lucy, RBT, BA	Qualified Autism Professional
Diaz, Ileana, BCBA, MS	Qualified Autism Provider
Ebuen, JasonAaron, BTL 1, BS	Qualified Autism Professional
Elphick, Ericka, BTL-1	Qualified Autism Paraprofessional
Feller, Rachel, RBT, BA	Qualified Autism Professional
Fleminger, Dawn, BCBA, MA	Qualified Autism Provider
Gonzalez-Romero, Yarixa, RBT	Qualified Autism Paraprofessional
Hammoude, Jacqueline, RBT	Qualified Autism Paraprofessional
Hanavan, Caitlin, NP	Primary Care Family Medicine
Johnson, Dino, BCBA, MS	Qualified Autism Provider
Kaljian, Diane, LCSW	Mental Health Services
Khou, Vicki, RBT, BA	Qualified Autism Professional
Like, Alicia, BCBA, MS	Qualified Autism Provider

Contra Costa Health Plan
 Providers Approved by Medical Director
 April 15, 2021

CREDENTIALING PROVIDERS APRIL 2021	
Name	Specialty
Miller, Katherine, LCSW	Mental Health Services
Ramos-Sanchez, Yamilitza, BCBA	Qualified Autism Provider
Sanchez, Alexa, RBT, BA	Qualified Autism Professional
Schwab, Jonathan, MFT	Mental Health Services
Shah, Shaily, MD	Ophthalmology
Utle, Kayla, PT	Physical Therapy
Valentine, Jack, BLT-1	Qualified Autism Professional
Westbrook, Nicole, BS	Qualified Autism Provider
Youngquist, Alyssa, BCBA, MA	Qualified Autism Provider

CREDENTIALING ORGANIZATIONAL PROVIDERS APRIL 2021	
Name	Services Provided/Location
Minneopa Dialysis, LLC dba: Oakland Laurel Diaysis	Dialysis/Oakland
Lifeguard Home Health	Hospice/Pleasanton

Contra Costa Health Plan
 Providers Approved by Medical Director
 April 15, 2021

RECREREDENTIALING PROVIDERS APRIL 2021	
Name	Specialty
Enrique, Louis, MD	Primary Care Internal Medicine
Allen, Melissa, NP	Primary Care Internal Medicine
Bingula, Brigit, NP	Primary Care Pediatrics
Graves, Gretchen, MD	Primary Care Pediatrics
Kamdar, Toral, MD	Allergy & Asthma
Anand, Shilpi, MD	Allergy & Immunology
Ahmad, Hina, MD	Dermatology
Loo, Patricia, PA	Mid-Level Dermatology
Patel, Hemangini, PA	Mid-Level Dermatology
Poole, Damone, PA	Mid-Level - Urgent Care
Carson, Desmond, MD	Urgent Care
Kogan, Mark, MD	Gastroenterology
DeJesus, Anne, MFT	Mental Health Services
Ralston, Scott, LCSW	Mental Health Services

Contra Costa Health Plan
 Providers Approved by Medical Director
 April 15, 2021

RECREREDENTIALING PROVIDERS APRIL 2021	
Name	Specialty
Corona, Mario, MD	Nephrology
Mouratoff, John, MD	Nephrology
Odabaei, Golaun, MD	Nephrology
Ricker, Denise, MD	Nephrology
Dacanay, Leonardo, MD	Ophthalmology
Smith, Megan, PA	Mid-Level - Orthopaedic Surgery Assistant
Choi, Wen-Yin, DPM	Podiatry
Yu, Jenny, DPM	Podiatry
Sack, Philipp, MD	Psychiatry
Chao, Kuang-Hwa, MD	Radiation Oncology
Busfield, Benjamin, MD	Surgery- Orthopaedic
Baier, Kelly, PsyD. BCBA-D	Qualified Autism Provider
Ward, Kelly, RBT	Qualified Autism Paraprofessional
Pulido, Krystle, BCBA	Qualified Autism Provider
Horoupian, Rupert, MD	Surgery-General

Contra Costa Health Plan
 Providers Approved by Medical Director
 April 15, 2021

RECREREDENTIALING PROVIDERS APRIL 2021	
Name	Specialty
Upadhyay, Ajay, MD	Surgery - General

RECREREDENTIALING ORGANIZATIONAL PROVIDERS APRIL 2021	
Name	Services Provided/Location
DaVita - Renal Treatment Centers - California, inc. dba: Concord Dialysis Center	Dialysis/Concord
DaVita - Palomar Dialysis, LLC dba: Livermore Dialysis	Dialysis/Livermore
DaVita - Total Renal Care, inc. dba: Delta View Dialysis	Dialysis/Pittsburg
DaVita - Shayano Dialysis, LLC dba: San Leandro Dialysis	Dialysis/San Leandro
DaVita - Renal Treatment Centers - California, inc. dba: Vacaville Dialysis Center	Dialysis/Vacaville
Sutter Visiting Nurse Association and Hospice dba: Sutter Care at Home	Home Health/San Leandro and Concord
Pathways Home Health and Hospice	Hospice/Oakland, South San Francisco and Sunnyvale
Sutter Visiting Nurse Association and Hospice dba: Sutter Care at Home	Hospice/Alameda
Sutter Visiting Nurse Association and Hospice dba: Sutter Care at Home	Hospice/Concord and San Leandro

Contra Costa Health Plan
Providers Approved by Medical Director
April 28, 2021

CREDENTIALING PROVIDERS APRIL 2021	
Name	Specialty
Guerguis, Jennifer, MFT	Mental Health Services
Hollis, Kimmil, MFT	Mental Health Services
Murcia, Connie, LCSW	Mental Health Services
Nunn, Derek, LPCC	Mental Health Services
Partida, Maricela, LCSW	Mental Health Services
Sparks, Julissa, LPCC	Mental Health Services
Vo-Vu, Jeanette, LCSW	Mental Health Services

RE-CREDENTIALING PROVIDERS APRIL 2021	
Name	Specialty
McGlashan, Kate, CNM	Midwife



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: May 18, 2021

Subject: Settlement of Anka bankruptcy

RECOMMENDATION(S):

A. APPROVE and AUTHORIZE the Auditor-Controller to pay \$26,234.13 to Paul Mansdorf, solely in his capacity as the duly appointed Chapter 7 Trustee for the bankruptcy estate of ANKA Behavioral Health, Inc. (US Bank. Ct., ND CA, Case No. 19-41025 WJL), to settle claims for contractual services rendered, as recommended by the Health Services Director; and

B. APPROVE and AUTHORIZE the Health Services Director for Contra Costa Health Services or designee to execute the settlement agreement on behalf of the County.

FISCAL IMPACT:

The County will pay \$26,234.13 in settlement of claims for contractual services rendered. (100% Realignment funding)

BACKGROUND:

ANKA Behavioral Health, Inc. ("Anka") and the County entered into multiple service contracts under which Anka provided mental health services to County residents on behalf of the County. On April 30, 2019, Anka filed for bankruptcy and consequently stopped providing services under the contracts.

APPROVE
 OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR
 RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **05/18/2021** 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: May 18, 2021

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

By: Wendy Mascitto, Deputy

Contact: Patrick Godley,
925-957-5405

BACKGROUND: (CONT'D)

The bankruptcy trustee for the bankruptcy estate of Anka (“Bankruptcy Trustee”) has threatened to bring an action against the County, claiming that the County owes the bankruptcy estate approximately \$336,261 under three of the parties’ contracts. Contra Costa Health Services disputes the assertion. Anka was paid for invoiced services before the invoices were reviewed and reconciled by the State and County. Health Services’ records reflect that open and denied claims that were previously invoiced by Anka and paid by the County exceed the amount of the claim asserted by the Bankruptcy Trustee.

In settlement of the parties’ claims and subject to approval of the bankruptcy court, the County would pay the Bankruptcy Trustee \$26,234.13 under the proposed settlement agreement. The settlement agreement contains a mutual-release clause and a term whereby the County agrees to waive any claims it could have assert against Anka or the bankruptcy estate.

CONSEQUENCE OF NEGATIVE ACTION:

The Bankruptcy Trustee will likely bring an action against the County.



Contra
Costa
County

To: Board of Supervisors
From: David O. Livingston, Sheriff-Coroner
Date: May 18, 2021

Subject: Purchase Order - Motorola Solutions

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Office of the Sheriff to execute a purchase order with Motorola Solutions in the amount of \$315,500 for the purchase of two MCC7500 dispatch consoles, 12 APX 8500 multiband consolettes and required networking infrastructure to connect to the East Bay Regional Communications System Authority P25 radio network and other conventional channels, to be installed into the Operational Area Emergency Operations Center.

FISCAL IMPACT:

\$315,500 100% Federal Grant Revenue-2019 Bay Area Urban Area Security Grant Program (UASI 2019).

BACKGROUND:

The Office of the Sheriff maintains the Op Area Emergency Operations Center for the County. This acquisition will add interoperable communication equipment that will enhance the EOC communications redundancy. This equipment is part of a larger communications capability that assists with sharing critical information during emergency activations. This equipment will allow the ability of the Op Area EOC to communicate

APPROVE OTHER
 RECOMMENDATION OF CNTY ADMINISTRATOR RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **05/18/2021** 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: May 18, 2021

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

By: Wendy Mascitto, Deputy

Contact: Heike Anderson, 925
655-0023

cc: Heike Anderson, Alycia Rubio, Paul Reyes

BACKGROUND: (CONT'D)

directly with local jurisdictions through the East Bay Regional Communications System (EBRCS). This purchase will greatly enhance the ability of the Op Area EOC to maintain situational awareness and a shared common operating picture with local agencies impacted and responding to critical events. This equipment is fully grant funded and has no fiscal impact on County general funds.



Contra
Costa
County

To: Board of Supervisors
From: Anna Roth, Health Services Director
Date: May 18, 2021

Subject: Proposed Changes to the 2021 Medical Staff Bylaws and Rules and Regulations

RECOMMENDATION(S):

APPROVE the amended Medical Staff Bylaws and Rules and Regulations to address operational needs, as recommended by the Medical Executive Committee, the Joint Conference Committee and the Health Services Director.

FISCAL IMPACT:

There is no fiscal impact for this action.

BACKGROUND:

The changes to the 2021 Medical Staff Bylaws and Rules and Regulations bring them into compliance and consistency with current regulations and practices in relation to membership privilege requirements, termination of membership privileges, nondiscrimination, supervision of residents, and expenditures.

The bylaws revisions were approved by the Contra Costa Regional Medical Center and Health Centers Medical Executive Committee (MEC) on March 1, 2021.

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

Action of Board On: **05/18/2021** 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: May 18, 2021

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

By: Wendy Mascitto, Deputy

Contact: Samir Shah, M.D,
925-370-5475

ATTACHMENTS

Redlined Bylaws and Rules and
Regulations

Final Draft Medical Staff Bylaws



**Contra Costa Regional Medical Center
& Health Centers**

Medical Staff Bylaws

Rules & Regulations

202021 DRAFT

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Definitions

The following definitions apply to these Medical Staff Bylaws:

1. Administrator means the Chief Executive Officer of Contra Costa Regional Medical Center and Health Centers and her/his designee.
2. Chief Resident(s) means the fourth (4th) year resident(s) that is/are chosen by "Core Faculty" (as identified by the Residency Program Director). ~~resident physician chosen by the residents to represent them.~~
3. Allied Health Practitioners (AHP) are those non-Medical Staff member practitioners described in Article 4 below.
4. Clinical Privileges or Privileges means permission, granted by this Medical Staff to members of the Medical Staff, to provide specific diagnostic, therapeutic, medical, dental, podiatric, surgical, psychiatric or psychology services.
5. AHP Clinical Privileges or Service Authorizations means permission granted by the Governing Body, upon the recommendation of the Interdisciplinary Practice Committee and the Medical Staff, to provide diagnostic and therapeutic services within the scope of the AHP's training and expertise.
6. County means County of Contra Costa, California.
7. Department or Clinical Department means a clinical structure of the Medical Staff as further identified in these Bylaws.
8. Department Head means the practitioner elected or appointed, pursuant to these Bylaws to be responsible for the function of a Clinical Department.
9. Medical Director of Contra Costa Regional Medical Center, also referred to simply as the Medical Director, means the physician appointed by the Administrator to oversee clinical activities of the hospital.
10. Chief Medical Officer of the Health Services Department means the physician appointed by the Director of the Health Services Department to oversee the clinical activities of the Health Services Department.
11. Ex-officio means service as a member of a body by virtue of an office or positions held and, unless expressly provided, without voting rights.
12. Governing Body means the County Board of Supervisors.
13. Hospital or Medical Center means the Contra Costa Regional Medical Center and Health Centers.
14. Health Centers means the outpatient clinical facilities operated by the County where the Members of this Medical Staff provide patient care.
15. Medical Staff Year means the twelve (12)-month period commencing on the first of July of each year and ending on the thirtieth (30th) of June of the following year.
16. Member or Medical Staff Member means any Practitioner or Resident who has been appointed to the Medical Staff pursuant to these Bylaws.

17. Member in Good Standing means a Member of the Medical Staff who is not under a suspension.
18. Physician means an individual with a M.D. or D.O. degree who is currently licensed to practice medicine in the State of California.
19. Practitioner means a physician, dentist, clinical psychologist, or podiatrist who is currently licensed by the State of California to provide patient care services.
20. Residency Director means the physician who directs the postgraduate Family Medicine training program sponsored by Contra Costa Health Services.
21. Resident means a physician in training who is participating in a residency program –approved by the Accreditation Council for Graduate Medical Education (ACGME) or American Osteopathic Association (AOA).
22. Rules or Rules and Regulations mean the Medical Staff Rules and Regulations that are contained under separate cover and are adopted to the Bylaws.

ARTICLE 1

NAME AND PURPOSES

- 1.1 The name of this organization is the Medical Staff of the Contra Costa Regional Medical Center and Health Centers.
- 1.2 The Medical Staff purposes are:
 - 1) To assure that all patients treated by any of its members receive the best possible care.
 - 2) To provide for professional performance that is consistent with the mission and goals of Contra Costa Health Services.
 - 3) To maintain Rules for the Medical Staff to carry out its responsibilities for the professional work performed in the Hospital and Health Centers.
 - 4) To provide a means for the Medical Staff, Governing Body and Hospital Administration to discuss issues of mutual concern.
 - 5) To provide for accountability of the Medical Staff to the Governing Body.

ARTICLE 2

MEMBERSHIP

2.1_ Nature of Membership

Appointment to the Medical Staff shall confer only such ~~P~~privileges and ~~P~~prerogatives as have been granted by the ~~G~~governing ~~B~~body in accordance with these ~~B~~bylaws. Only Members of the Medical Staff or Allied Health Professionals as defined in article 4 may care for patients in our Hospital and Health Centers.

2.2_ Eligibility and Qualifications for Membership

2.2.1_ General Qualifications

~~Privileges and M~~membership on the Medical Staff ~~and Privileges~~ shall be extended only to ~~P~~practitioners who are professionally and ethically competent and continuously meet the qualifications, standards, and requirements set forth in these Medical Staff Bylaws, Rules and Regulations and Medical Staff Policies. ~~Bylaws, Rules and Regulations, and Medical Staff Policies.~~

Except for Honorary, Resident and Administrative membership, only physicians, dentists, podiatrists and clinical psychologists who:

- A. Document current, valid, unrestricted licensure; adequate experience, education and training; professional and ethical competence; good judgment; adequate physical and mental health status; and current eligibility to participate in Medicare, Medicaid or other federally-sponsored health care programs; and who

- B. Abide by the ethics of their profession; work cooperatively with others; maintain confidentiality as required by law; and will participate in and discharge their responsibilities as required by the Medical Staff shall be deemed to possess the basic qualifications and eligibility for membership on the Medical Staff.

2.2.2_Specific Qualifications:

To be eligible and qualified for Medical Staff Membership and Privileges, the ~~P~~practitioner must meet the basic standards outlined in 'Eligibility and ~~General~~ Qualifications for Membership,' and these Specific Qualifications:

A. No record of criminal conviction of Medicare, Medicaid, or insurance fraud and abuse, payment of civil money penalties for same, or exclusion from such programs. No record of denial, revocation, relinquishment or termination of appointment or clinical privileges at any hospital for reasons related to professional competence or conduct.

B. Physicians seeking membership privileges or reappointment must meet the following criteria:

1) Successful completion of a postgraduate residency training program accredited by either the Accreditation Council for Graduate Medical Education (ACGME) or the American Osteopathic Association (AOA).

and

2) Current board certification or board eligibility leading to certification (with achievement of certification within the required time frame set forth by the respective boards). Board Certification shall be from an American Board of Medical Specialties (ABMS) or the American Osteopathic Association (AOA).

and

~~3) Documentation of required current experience: Provision of care to at least 100 inpatients and/or 500 outpatients in the previous 24 months, reflecting the scope of privileges being requested.~~

C) Resident Physicians seeking membership to the Medical Staff must meet the following criteria:

1) Have a valid M.D., D.O. or equivalent degree.

2) Acceptance for training by a residency program affiliated with Contra Costa Medical Center and be a member in good standing of their program.

3) A Postgraduate Training License (PTL) must be obtained by the resident physician from the Medical Board of California within 180 days of the commencement of training. The PTL must be maintained throughout their training.

4) A licensed attending physician member of the Medical Staff must supervise any patient care in which the resident is involved.

~~have satisfactorily completed an approved postgraduate residency training program. An approved postgraduate residency training program is a program approved by the Accreditation Council for Graduate Medical Education (ACGME).~~

~~Resident Physicians. To become a member of the medical staff a Resident Physician must have a valid M.D. or D.O. degree or equivalent degree. The applicant must have been accepted for training by a residency program affiliated with the Hospital and must be a member in good standing of the residency. A Resident Physician must obtain a Postgraduate Training License (PTL) from the Medical Board of California within 180 days of starting training. The Resident Physician must maintain that PTL throughout their training. A licensed physician member of the Medical Staff must supervise any patient care in which the resident is involved.~~

~~Resident Physicians. An applicant for Resident Physician membership on the Medical Staff must have a valid M.D. or D.O. degree or equivalent degree. The applicant must have been accepted for training by a residency program affiliated with the Hospital and must be a member in good standing of the residency. A resident physician must obtain a Postgraduate Training License (PTL) from the Medical Board of California within 180 days of starting training. The resident must maintain that PTL throughout their training. A licensed Physician Member of the Medical Staff must supervise any patient care in which the resident is involved.~~

~~Resident Physicians. An applicant for Resident Physician membership on the Medical Staff must have a valid M.D. or D.O. degree or equivalent degree. The applicant must have been accepted for training by a residency program affiliated with the Hospital and must be a member in good standing of the residency. Resident physicians do not need to have a full license to practice medicine independently; however, if they do not have such an unrestricted license, a Licensed Physician Member of the Medical Staff must supervise any patient care in which the resident is involved.~~

D) Controlled Substance Prescriber. Practitioner members on the Medical Staff must have a current, valid, unrestricted Federal DEA number/registration if prescribing controlled substances.

E) Dentists. An applicant for dental membership on the Medical Staff must have a DDS or equivalent degree. The Practitioner must have a current, valid, unrestricted license to practice dentistry issued by California Board of Dental Examiners.

F) Podiatrists. An application for Podiatric Membership in the Medical Staff must have a D.P.M. or equivalent degree. The Practitioner must have a current, valid, unrestricted license to practice podiatry issued by the California Board of Podiatric Medicine.

G) Clinical Psychologists. An applicant for Clinical Psychologist Membership on the Medical Staff must have a doctorate degree in psychology. The Practitioner must have a current, valid, unrestricted license to practice clinical psychology issued by the California Board of Psychology.

2.34. Waiver of Qualifications

The Credentials Committee may recommend that certain eligibility criteria be waived by the Medical Executive Committee (MEC.) The Practitioner must demonstrate that he or she has the equivalent qualifications or that exceptional circumstances exist which warrant granting the waiver. The Practitioner has no right to have his or her waiver request considered or granted and denial of a waiver confers no right to a hearing or appellate review.

2.45. Membership Requirements

An applicant for Membership appointment or reappointment on the Medical Staff must document his or her adequate experience, education, and training in the requested Privileges. The applicant must demonstrate current professional competence and good judgment in the use of such Privileges. The applicant must demonstrate his or her ability to exercise such Privileges for quality patient care at a level recognized as appropriate to a similar professional within the community. The MEC must determine that the applicant adheres to the lawful ethics of his or her profession; is able to work cooperatively with others in the Hospital so as not to adversely affect patient care or Hospital operations; and is willing and able to participate in and properly discharge Medical Staff responsibilities as describes in these Bylaws, the Rule and Regulations and applicable Medical Staff Policy.

2.56. Effect of Other Affiliations

No Practitioner is entitled to Medical Staff Membership merely because he or she holds a certain degree, is licensed to practice medicine in this or in any other state, is a member of any professional organization, is certified by any clinical board, or because he or she had, or presently has, Medical Staff Membership or Privileges at another health care facility.

2.67. Nondiscrimination

No person in the Medical Staff or seeking admission thereto shall be appointed, promoted, disciplined, reduced, removed or in any way favored, disfavored, or discriminated on the basis of political, ~~or~~ religious or union activities, age, sex, gender, gender identity, ~~and~~ gender expression, sexual orientation, race, religion, color, national origin, physical or mental impairment, marital status or disability that does not pose a threat to the quality of patient care or substantially impair the ability to fulfill required staff obligations.

~~Medical Staff Membership or particular Privileges shall not be denied on the basis of age, gender, sexual orientation, race, religion, color, national origin, physical or mental impairment, marital status or disability that does not pose a threat to the quality of patient care or substantially impair the ability to fulfill required staff obligations.~~

2.78. General Responsibilities of Medical Staff Membership

Each Medical Staff Member or Allied Health Professional exercising Privileges in the Hospital and Health Centers shall continuously meet all of the following responsibilities:

- 2.78.1 Provide his or her patients with care meeting the professional standards of the Medical Staff of this Hospital.
- 2.78.2 Abide by the Medical Staff Bylaws and the Rules and all other lawful standards, policies, and rules of the Medical Staff and the Hospital.
- 2.78.3 Abide by all applicable laws and regulations of governmental agencies and comply with applicable standards of The Joint Commission (TJC).
- 2.78.4 Discharge such Medical Staff, department, division, committee, and service functions for which he or she is responsible by appointment, election, or otherwise.
- 2.78.5 Prepare and complete in a timely manner the Medical and the required records for all patients to whom the Practitioner in any way provides services to the Hospital.
- 2.78.6 Abide by the ethical principles of his or her profession.
- 2.78.7 Work cooperatively with other Medical Staff Members, nurses, administrators, and other members of the health care team so as not to adversely affect patient care.
- 2.78.8 Participate in educational programs approved by the Medical Staff and designed to improve the quality of patient care.
- 2.78.9 Refuse to engage in any improper inducements for patient care referrals.
- 2.78.10 Make appropriate arrangements for coverage for his or her patients when an absence is anticipated.
- 2.78.11 Complete continuing education programs that are required by the Medical Staff.
- 2.78.12 Participate in emergency service coverage and consultation (on-call) panels as may be required by the Medical Staff.
- 2.78.13 Accept responsibility for participating in Medical Staff Focused Professional Practice Evaluation (FPPE) in accordance with the Bylaws.
- 2.78.14 Pay Medical Staff dues and assessments within sixty (60) days of invoice receipt.
- 2.78.15 Participate in the resident training program as requested by the Residency Director.
- 2.78.16 Promptly notify the Medical Staff Office of any professional liability action the member is involved in as soon as the member becomes aware of his or her involvement.
- 2.78.17 Participate in quality assurance programs as determined by the Medical Staff.

2.78.18 Discharge such other duties and obligations as may be lawfully established from time to time by the Medical Staff, the Medical Executive Committee, the Member's Department, or the Administrator.

2.89. ~~Harassment and Discrimination Prohibited~~ Professional Conduct

2.89.1 Statement of Policy

The Medical Staff is committed to providing a workplace free of sexual harassment or discrimination as well as unlawful harassment or discrimination based upon age, ancestry, color, marital status, medical condition, mental disability, physical disability, national origin, race, religion, gender, or sexual orientation. The Medical Staff does not tolerate harassment or discrimination by Medical Staff Members of resident physicians, support staff, County employees, patients, or other Medical Staff Members.

2.89.2 Harassment Defined

- A. Harassment is unwelcome verbal, visual, or physical conduct that creates an intimidating, offensive or hostile working environment or that interferes with work performance. Such conduct constitutes harassment when:
- 1) Submission to the conduct is made either an implicit or explicit condition of employment;
 - 2) Submission to or rejection of the conduct is used as the basis for an employment decision; or
 - 3) The harassment unreasonably interferes with work performance or creates an intimidating, hostile or offensive work environment.

2.89.3 Harassing conduct can take many forms and includes, but is not limited to, slurs, jokes, statements, gestures, pictures, or cartoons regarding a person's age, ancestry, color, marital status, medical condition, mental disability, physical disability, national origin, race religion, gender or sexual orientation. Sexually harassing conduct in particular includes all of these prohibited actions as well as requests for sexual favors, conversations containing sexual comments, and unwelcome sexual advances.

2.89.4 Investigation and Corrective Action

- A. Every complaint of harassment, unlawful discrimination or retaliation made to the Medical Staff will be investigated thoroughly and promptly. The Medical Staff will attempt to protect the privacy of individuals involved in the investigation when appropriate. The Medical Staff will not tolerate retaliation against anyone who reports harassing conduct. Other entities, such as the County and legal authorities, may also separately investigate such complaints. When appropriate, the Medical Staff shall share investigatory information with such authorities.
- B. If the Medical Staff determines that harassment occurred, the Medical Staff will take corrective action up to and including termination of Medical Staff Privileges or

Membership. Corrective actions taken by the Medical Staff related to such harassing conduct are not grounds for a hearing unless those actions affect a Member's Privileges or Membership status on the Medical Staff. When appropriate, corrective action may include reporting the harassment to appropriate legal, administrative, and governing authorities.

ARTICLE 3

CATEGORIES OF THE MEDICAL STAFF

3.1 Categories

The Medical Staff Members are divided into the following categories of membership: honorary, administrative, active, courtesy, provisional, resident, and temporary. Each Medical Staff Member shall be assigned to a Medical Staff category based upon the respective qualifications set forth in these Bylaws. Members of each Medical Staff category shall have the respective prerogatives and responsibilities as set forth in these Bylaws. Action may be initiated to change the Medical Staff category to terminate the membership of any Member who fails to meet the qualifications or fulfill the responsibilities as described in the Bylaws. Changes in Medical Staff category shall not be grounds for hearing unless it affects the Member's Clinical Privileges.

3.1.1 The Honorary Medical Staff

The honorary Medical Staff consists of practitioners who are not active in the Hospital or who are honored by emeritus positions. These may be practitioners who have retired from active hospital practice or who are of outstanding reputation, not necessarily residing in the community. Honorary staff members are not eligible to admit, care for or consult on patients, to vote, to hold office, or to serve on standing Medical Staff.

3.1.2 The Administrative Medical Staff

A. Qualifications

- 1) Administrative category membership shall be held by any physician, who is not otherwise eligible for another staff category and who solely performs ongoing medical administrative activities.
- 2) Document their (1) current licensure, (2) adequate experience, education and training, (3) good judgment, and (4) current physical and mental health status, so as to demonstrate to the satisfaction of the Medical Staff they are professionally and ethically competent to exercise their duties;

B. Prerogatives

The Administration Staff shall be entitled to attend meetings of the Medical Staff and various departments and education programs, but shall have no right to vote at such meetings. Administrative Staff members shall not be eligible to hold office in the Medical Staff Organization, admit patients, or exercise clinical privileges.

3.1.3 The Active Medical Staff

A. Qualifications

The active staff consists of physicians, dentists, podiatrists, and licensed clinical psychologists, each of whom;

- 1) Meets the qualifications for Medical Staff membership set forth in the Bylaws;
- 2) Has an office and residence that, in the opinion of the Medical Executive Committee, is located closely enough to the Hospital to provide appropriate continuity of quality care;
- 3) Regularly admits patients to the Hospital, is regularly involved in the care of patients at the Hospital, or regularly uses the Hospital and/or Health Centers in the care of patients;
- 4) Has satisfactorily completed his/her term in the provisional staff category.

B. Prerogatives

Each member of the active staff is entitled to:

- 1) Admit patients and/or exercise Clinical Privileges as are granted to him/her;
- 2) Attend and vote on all matters presented at general and special meetings of the Medical Staff, his/her department, and or committees to which he/she is a member;
- 3) Attend any staff or Hospital education programs;
- 4) Hold staff and/or departmental offices and service on committees to which he/she has been appointed.

C. Responsibilities

Each member of the active Medical Staff is responsible for the following:

- 1) Carrying out the basic responsibilities of Medical Staff membership set forth in the Bylaws;
- 2) Providing for the continuous care and supervision of each patient in the Hospital and Health Centers for whom he/she is providing services, including arranging for care and supervision in his/her absence and outside of his/her area of professional competence;
- 3) Providing consultation, supervision, and monitoring of patients, when requested; and
- 4) Attending meetings of the Medical Staff, his/her department, and committees of which he/she is a member in accordance with the Bylaws.

D. Demotion of Active Staff Member.

After one year in which a Member of the active staff fails to regularly care for patients in the Hospital or Health Centers or be regularly involved in Medical Staff functions as determined by the Medical Staff, that Member may be demoted to a lower staff category.

3.1.4 Courtesy Staff

A. Qualifications

The courtesy staff consists of practitioners, each of whom:

- 1) Meets the qualifications for Medical Staff membership set forth in the Bylaws;
- 2) Has an office and residence that, in the opinion of the Medical Executive Committee, is located closely enough to the Hospital to provide appropriate continuity of quality care;

- 3) Admits patients to the Hospital on an irregular basis, is occasionally involved in the care of Hospital patients, or occasionally uses the Hospital and/or Health Centers in the care of patients;
- 4) Is a member of the active staff of another licensed hospital unless the Medical Executive Committee, in writing, for good cause shown, waives this requirement. Dentists holding only General Dentistry, Endodontia, Periodontia, or Orthodontia privileges are exempt from this requirement.
- 5) Has satisfactorily completed his/her term in the provisional staff category.

B. Responsibilities

Each member of the courtesy staff is responsible for the following:

- 1) Carrying out the basic responsibilities of Medical Staff membership set forth in the Bylaws;
- 2) Providing for the continuous care and supervision of each patient in the Hospital for whom he/she is providing services, including arranging for care and supervision in his/her absence and outside of his/her area of professional competence;
- 3) Providing consultation, supervision, and monitoring of patients, when requested; and
- 4) Attending meetings of the Medical Staff, his/her department, and committees of which he/she is a member in accordance with the Bylaws.

C. Limitation

Courtesy staff members shall not be eligible to hold office in this Medical Staff organization nor shall they be eligible to vote on matters presented at general and special meetings of the Medical Staff, departmental meetings, division meetings, or committee meetings except as specifically provided in the Bylaws.

3.1.5 Provisional Staff

A. Qualifications.

The provisional staff consists of practitioners, each of whom:

- 1) Meets the qualifications for Medical Staff membership set forth in the Bylaws;
- 2) Immediately prior to his/her application and appointment was not a member (or was no longer a member) in good standing of this Medical Staff;
- 3) Has an office and residence that, in the opinion of the Medical Executive Committee, is located closely enough to the Hospital to provide appropriate continuity of quality care.

B. Prerogatives.

Each member of the provisional staff is entitled to;

- 1) Admit patients and exercise such Clinical Privileges as are granted pursuant to the Bylaws;
- 2) Attend meetings of the staff and the department of which he/she is a member and any staff or hospital education programs;
- 3) Be appointed to any committee except the Medical Executive Committee. The provisional staff members shall not have the right to vote unless the Medical Staff President confers that right at the time of the committee appointment.

C. Responsibilities

Each member of the provisional Medical Staff is responsible for the following:

- 1) Carrying out the basic responsibilities of Medical Staff membership set forth in the Bylaws;
- 2) Providing for the continuous care and supervision of each patient in the hospital for whom he/she is providing services, including arranging for care and supervision in his/her absence and outside of his/her area of professional competence;
- 3) Providing consultation, supervision, and monitoring of patients, when requested;
- 4) Attending meetings of the Medical Staff, his/her department, and committees of which he/she is a member in accordance with the Bylaws.

D. Limitation

Provisional staff members are not eligible to vote on matters presented at general and special meetings of the Medical Staff, department meetings, division meetings, or committee meetings except as specifically provided in the Bylaws.

E. Monitoring of Provisional Staff Member

Each provisional staff member shall undergo a period of monitoring. The monitoring shall be to evaluate the member's (1) proficiency in the exercise of Clinical Privileges initially granted and (2) overall eligibility for continued staff membership and advancement within staff categories. Monitoring of provisional staff members shall follow whatever frequency and format each department deems appropriate in order to adequately evaluate the provisional staff member including, but not limited to, concurrent or retrospective chart review, mandatory consultation, and/or direct observation. Results of the monitoring shall be communicated by the department chairperson to the Credentials Committee.

F. Term of Provisional Staff Status

A Member shall remain on the provisional staff for a period of six months unless the Medical Executive Committee or the Credentials Committee extends that status for an additional period of up to six months upon a determination of good cause, which determination shall not be subject to review. In special circumstances wherein the Member has had minimal activity at the Hospital and Health Centers, and current information is inadequate to allow a determination to conclude the provisional staff status, the Medical Executive Committee may extend the provisional staff status for an additional period of up to twelve (12) months, which determination shall not be subject to review. In no event shall the total provisional staff status of a member exceed twenty-four (24) months. At the conclusion of provisional staff status, further staff status is determined as stated below.

G. Action at Conclusion of Provisional Staff Status

- 1) If the Provisional Staff Member has satisfactorily demonstrated his or her ability to exercise the Clinical Privileges initially granted and otherwise appears qualified for continued Medical Staff membership, the Member shall be eligible for placement in the Active or Courtesy Staff, as appropriate, upon recommendation of the Medical Executive Committee (MEC.) The Administrator and the Governing Body shall act upon this MEC recommendation. Should any disagreement occur between the MEC, the Administrator, and the Governing Body, resolution shall occur in compliance with the Bylaws.
- 2) In all cases, the appropriate department shall advise the Credentials Committee, which shall make its report to the Medical Executive Committee, which, in turn, shall make its recommendation to the Professional Affairs Committee regarding a modification or termination of Clinical Privileges, or termination of Medical Staff membership.

3.1.6 Resident/Fellow Physician Staff

A. Qualifications ~~for Residents/Fellow~~

The resident/~~fellow~~ staff consists of Members, each of whom;

- 1) Meets the qualifications for Medical Staff membership set forth in the Bylaws;
- 2) Exercise ~~C~~clinical ~~p~~Privileges under appropriate supervision and direction of the Program Director, and the head of the department in which he/she is exercising pPrivileges as described in sections 6.3 and under Rules & Regulations section 1.1 of the Bylaws;
- 3) Attend meetings of the Medical Staff and, if invited, the departments to which he/she is currently assigned;

- 4) Be appointed to any committee except the Medical Executive Committee. The ~~r~~Resident/~~f~~Fellow physician staff member shall not have the right to vote unless that right is conferred by the Medical Staff President at the time of the committee appointment.

~~If licensed, apply for provisional status on the Medical Staff without relinquishing his or her resident status with regard to these Bylaws.~~

B. Responsibilities

Each member of the ~~R~~resident/~~f~~Fellow staff is responsible for the following:

- 1) Carrying out the basic responsibilities of Medical Staff membership set forth in the Bylaws and Rules;
- 2) Contributing to the organization and administrative affairs of the Medical Staff by participating on staff, in the departments, and on committees as reasonably requested, and by participating in fulfilling such other staff functions as are reasonably requested.

C. Limitation

Resident/~~f~~Fellow physician staff members shall not be eligible to hold office in this Medical Staff organization nor shall they be eligible to vote on matters presented at general and special meetings of the Medical Staff, departmental meetings, division meetings, or committee meetings except as specifically provided in the Bylaws.

3.1.7 Temporary Staff

A. Qualifications

Temporary staff consists of Members, each of whom:

- 1) Meets the qualifications for Medical Staff membership set forth in the Bylaws;
- 2) Has been granted temporary privileges and is not currently on the active, courtesy, provisional, or resident staff.

B. Prerogatives

Each Member of the temporary staff is entitled to:

- 1) Admit patients and exercise Clinical Privileges as are granted to him/her;
- 2) Attend meetings of the staff in the department of which he/she is a Member and any staff and hospital educational programs.

C. Responsibilities

Each Member of the temporary staff is responsible for the following:

- 1) Carrying out the basic responsibilities of Medical Staff membership set for in the Bylaws;
- 2) Providing for the continuous care and supervision of each patient in the Hospital for whom he/she is providing services, including arranging for care and supervision in his/her absence and outside of his/her area of professional competence;
- 3) Providing consultation, supervision, and monitoring of patients, when requested; and
- 4) Attending meetings of the Medical Staff, his/her department, and committees of which he/she is a member.

D. Limitations

Temporary staff members are not eligible to hold office in this Medical Staff organization nor are they eligible to vote on matters presented at general and special meetings of the Medical Staff, departments, divisions, or committees. In the event that a practitioner's temporary clinical privileges are terminated, said practitioner's temporary staff status is also deemed terminated and the practitioner is thereafter entitled to the procedural rights afforded by the Bylaws.

3.1.8 Limitation of Prerogatives

The prerogatives set forth under each membership category are general in nature and may be subject to limitation by special conditions attached to a particular membership by other sections of these Bylaws and by the Rules.

3.1.9 Modification of Membership

On its own, upon recommendation of the Credentials Committee, or pursuant to a request by a member, the Medical Executive Committee may recommend a change in the Medical Staff category of a member consistent with the requirements of the Bylaws.

ARTICLE 4

ALLIED HEALTH PRACTITIONERS

4.1 Definitions

4.1.1 Allied Health Practitioner (AHP) means a health care professional, other than a physician, dentist, podiatrist or clinical psychologist, who holds a license, as required by California law, to provide certain professional services.

4.1.2 AHP Clinical Privileges or Service Authorization means the permission granted by the Governing Body, upon the recommendation of the Interdisciplinary Practice Committee

and the Medical Staff, to provide diagnostic and therapeutic services with the scope of the AHP's training and expertise.

4.2 Categories of AHPs Eligible to Apply for AHP Clinical Privileges or Services

Authorizations and Rules

- 4.2.1 The categories of AHPs, based upon occupation or profession that shall be eligible to apply for AHP Clinical Privileges shall be designated by the Governing Board, upon recommendation of the MEC. Currently, AHP includes the following categories;
- A. Nurse Practitioners who are registered nurses with additional training, expertise, certification and licensing that is recognized and authorized by the State of California to provide specific diagnostic and therapeutic services.
 - B. Optometrists who are licensed by the State of California to provide specific optometric services.
 - C. Midwives (Certified Nurse Midwives, Licensed Midwives, Certified Professional Midwives) who are health care providers with additional training, expertise, and certification that is recognized and authorized by the State of California, under the supervision of a licensed physician or surgeon, to attend cases of normal childbirth and to provide prenatal, intrapartum and postpartum care.
 - D. Physician Assistants who are healthcare professionals with specialized medical training from a program associated with a medical school and who are licensed by the California Physician Assistant Board to provide patient education, evaluation, and health care services under the supervision of a licensed physician.
 - E. Acupuncturists who are health care providers with training, expertise and knowledge in the practice of acupuncture who are licensed and regulated by the State of California under the Acupuncture Board.

4.3 Eligibility and General Qualifications

An AHP is eligible for a Service Authorization in this Hospital/Health Centers if he or she:

- 1) Holds a current, valid, unrestricted license, certificate, or other legal credential in a category of AHP which the Governing Body has identified as eligible to apply for Service Authorization pursuant to the Bylaws; and
- 2) Documents his or her experience, background, training, current competence, judgment, and ability with sufficient adequacy to demonstrate that any patient treated by the practitioner will receive care at the generally recognized professional level of quality established by the Medical Staff; and
- 3) Is determined, on the basis of documented references to:
 - A. Adhere strictly to the lawful ethics of his or her profession;
 - B. Work cooperatively with others in the hospital setting so as not to adversely affect patient care;

- C. Be willing to commit to and regularly assist the Medical Staff in fulfilling its obligations related to patient care; and
 - 1) Agrees to comply with all Medical Staff and Department and Division Bylaws, Rules and Regulations and protocols to the extent applicable to the AHP;
 - 2) Documents his or her current eligibility to participate in Medicare, Medicaid or other federally-sponsored health care program.

4.4 Specific Qualifications

In addition to meeting the basic standards as outlined in "Eligibility and General Qualifications," an AHP shall have the following specific qualifications to be eligible and qualified for AHP Clinical Privileges or Service Authorization in this hospital:

No record of conviction of Medicare, Medicaid, or insurance fraud and abuse, payment of civil money penalties for same, or exclusion from such programs.

No record of denial, revocation, relinquishment or termination of appointment or clinical privileges at any hospital for reasons related to professional competence or conduct.

- 1) Nurse Practitioners: A Nurse Practitioner shall have a current, valid, unrestricted license and furnishing number which authorizes ordering of drugs or devices if applicable to the Nurse Practitioner's practice
- 2) Midwives: A Midwife shall have a current, valid, unrestricted license and furnishing number which authorizes ordering of drugs or devices if applicable to the Midwife's practice.
- 3) Physician Assistants: A Physician's Assistant shall have a current, valid, unrestricted license and furnishing number which authorizes the Physician's Assistant to provide drug and medication orders, if applicable to the Physician's Assistant's practice.
- 4) Optometrists: An optometrist shall have a current, valid, unrestricted license and furnishing number which authorizes ordering of drugs or devices if applicable to the Optometrist's practice.
- 5) Acupuncturists: An Acupuncturist shall have a current, valid, unrestricted license authorizing the practitioner to provide acupuncture treatment and care within the State of California.

4.5 Waiver of Qualifications.

When exceptional circumstances exist certain eligibility criteria may be waived by the MEC upon recommendation by the Interdisciplinary Practice Committee or its designee the Credentials

Committee. The AHP requesting the waiver bears the burden of demonstrating exceptional circumstances and/or that his or her qualifications are equivalent to or exceed the criterion/criteria in question.

4.6 Prerogatives

The prerogatives, which may be extended to an AHP, include:

- 1) Provision of specified patient care services consistent with the Service Authorization granted to the AHP and within the scope and licensure or certification of that AHP;
- 2) Service on Medical Staff and Hospital committees except as otherwise provided in the Bylaws. An AHP may not serve as chair of a Medical Staff committee;
- 3) Attendance at meetings of the department to which he or she is assigned. An AHP may not vote at department/division meetings.

4.7 Responsibilities

Each AHP shall:

- 1) Meet those responsibilities required by the Medical Staff Rules and Regulations.
- 2) Retain appropriate responsibility within his or her area of professional competence for the care of each patient in the hospital for whom he or she is providing services.
- 3) Participate, when requested, in patient care and audit and other quality review evaluation and monitoring activities required of AHPs and other functions as may be required by the Medical Staff from time to time.

4.8 Procedure for Granting Initial and Renewal Services Authorizations

- 1) An AHP who practices under Standardized Procedures must apply and qualify for a Service Authorization. An AHP must reapply for a renewed Service Authorization every two years.
- 2) AHP application for initial granting and renewal of service authorization shall be submitted to the Interdisciplinary Practice Committee (IPC), which may delegate the processing of such applications to the Credentials Committee. Credentialing and Privileging is processed in a parallel manner to that provided for the Medical Staff by the Bylaws. At the discretion of the Credential Committee an initial application of reappointment may be sent to the IPC for review.
- 3) The Credential Committee shall, as delegated by the IPC, make recommendations to the MEC and the Governing Body regarding the granting of individual Service Authorizations to AHP applicants.
- 4) Upon approval by the MEC and the Governing Body, an applicant AHP shall be granted Service Authorization and assigned to the clinical department appropriate to his or her occupation and training. The AHP is subject to the relevant rules and regulations of that department.

4.9 Termination, Suspension, or Restriction of Service Authorizations

- 1) The termination, suspension or restriction of Service Authorization shall be done as if the Service Authorization was a clinical privilege rendered to a Member of the Medical Staff. The AHP shall have the same procedural rights as a Medical Staff Member would have with the termination, suspension or restriction of privileges.

ARTICLE 5

PROCEDURES FOR APPOINTMENT AND REAPPOINTMENT

5.1 General

The Medical Staff shall consider each application for appointment, reappointment, and privileges, and each request for modification of Medical Staff category using the procedures and the standards set forth in the Bylaws. The Medical Staff shall evaluate each applicant before recommending action by the Governing Body. The Governing Body is ultimately responsible for granting Medical Staff membership and Clinical Privileges. Temporary Privileges may be granted to a practitioner, pursuant to these Bylaws and the Rules, prior to final action by the Governing Body. By applying to the Medical Staff for appointment or reappointment, the applicant agrees that, whether or not he or she is appointed or granted Privileges, he or she will comply with the responsibilities of Medical Staff Membership and with the Medical Staff Bylaws and Rules as they exist and as they may be modified from time to time.

5.2 Applicant's Burden

An applicant for appointment, reappointment, advancement, transfer, and/or Privileges shall have the burden of producing accurate and adequate information for a thorough evaluation of the applicant's qualifications and suitability for the requested status and Privileges, resolving any reasonable doubts about these matters and satisfying requests for information. To the extent consistent with law, this burden may include submission to a medical or psychological examination, at the applicant's expense, if deemed appropriate by the Medical Executive Committee (MEC.) The applicant may select the examining physician from an outside panel of three physicians chosen by the MEC.

Misstatements and Omissions: Any misstatement in, or omission from, the application is grounds to suspend the application process. The applicant will be informed in writing of the nature of the misstatement or omission and permitted to provide a written response. The Chair of the Credentials Committee and/or the Medical Staff President will review the response and determine whether the application should be processed further. The decision to suspend or cease processing an application due to a misstatement or omission does not entitle the applicant to a procedural hearing or appellate review rights.

5.3 Applicant for Initial Appointment and Reappointment for Medical Staff Membership

Applicants for appointment or reappointment must complete, sign and date the prescribed application form provided by the Medical Staff. The application shall request detailed information about the applicant and shall document the applicant's agreement to abide by the Medical Staff Bylaws, Rules, and other terms. The applicant must provide all of the requested information, the agreements, and all supporting documentation to the Medical Staff office. An application which is incomplete will not be accepted for review. The applicant must pay the required fee, if any, at the time the application is submitted or it will not be accepted for review.

5.4 Basis for Appointment and Reappointment to the Medical Staff

Recommendations for appointment and reappointment to the Medical Staff and for granting and renewal of Privileges shall be based upon:

- 1) The applicant's or Member's professional performance at this Hospital and in other settings;
- 2) Whether the applicant or Member meets the qualifications and is able to carry out all of the responsibilities specified in these Bylaws and the Rules; and
- 3) The Hospital's patient care needs and ability to provide adequate support services and facilities for the applicant or Member.

A) Term of Appointment, Extensions, and Failure to File Reappointment Application

Except as otherwise provided in these Bylaws, initial appointments to the Medical Staff shall be until the applicants' second birthday after the initial provisional appointment. Reappointments shall be for a maximum period of two years. The Credentials Committee may recommend the granting of reappointments for less than two years.

Failure to file a complete and timely application for reappointment shall result in the automatic termination of the Members' membership Privileges and prerogatives at the end of that term.

5.5 Application Procedure.

5.5.1 Application for Medical Staff membership must be submitted directly to the Credentials Committee by the applicant in writing and on such form as approved by the MEC. Prior to the application being submitted, the applicant will be provided access to a copy of the Medical Staff Bylaws, the Rules and Regulations of the Staff and its Departments and Divisions, and summaries of the policies and resolutions relating to clinical practice in the Hospital and Health Centers. An applicant who does not meet the basic qualifications or requirements as outlined in these Bylaws, related rules or policies, is not eligible or qualified to apply for Medical Staff membership and the application shall not be accepted for review. If, during any stage of the application process, it is discovered that the applicant does not meet the basic qualifications or requirements as outlined in these Bylaws, related rules or policies, review of the application shall be discontinued.

An applicant who does not meet the basic qualifications or requirements is not entitled to procedural hearing and appellate review rights.

5.5.2 Application Content

Every applicant, except Resident staff applicants, must furnish a complete application providing all supporting documentation and an accurate and complete response to each query including but not limited to the following:

- 1) The applicant's undergraduate, medical school, and postgraduate training, including the name of each institution, degrees granted program completed, and dates attended;

- 2) All currently valid medical, dental, podiatric and other professional licensures or certifications, and Drug Enforcement Administration registration (with exceptions determined by Credentials Committee action when the applicant will not be prescribing medication) and any other controlled substances registration, with the date and number of each;
- 3) Specialty or sub-specialty board certifications and/or recertification;
- 4) Health impairments (including alcohol and drug dependencies), hospitalizations, and institutionalizations, if any, which may affect the applicant's ability in terms of skill, attitude and judgment to perform professional and Medical Staff duties;
- 5) Applicant's statement that his or her health status is such that he or she has the ability to perform the privileges requested;
- 6) Applicant's statement that he or she will consent to and cooperate with any required physical or mental health evaluations and provide the results from the evaluations to enable a full assessment of the applicant's fitness, as described in Section 5.2, 'Applicant's Burden';
- 7) Evidence of applicant's current Professional Liability Insurance coverage, or if not currently insured, evidence of past Professional Liability Coverage;
- 8) Whether there are any pending or completed actions involving denial, revocation, suspension, reduction, limitation, probation, non-renewal or voluntary relinquishment (by resignation or expiration) of the applicant's license or certificate to practice any profession in any state or country; Drug Enforcement Administration or other controlled substances registration; membership or fellowship in local, state or national professional organizations; or faculty membership at any medical or other professional school;
- 9) The location of offices, names and addresses of other practitioners with whom the applicant is associated and inclusive dates of such association; names and locations of any other hospital, clinic or health care institution where the applicant provides or provided clinical services with the inclusive dates of each affiliation, status held, and general scope of clinical privileges, for the last five years;
- 10) Requests for department assignment(s), staff category after conclusion of provisional status, and specific Clinical Privileges;
- 11) Whether the applicant has ever been charged with or convicted of a crime, other than minor traffic violations, or whether a criminal action is now pending;
- 12) Whether there are any pending or completed actions involving denial, revocation, suspension, reduction, limitation, probation, non-renewal or voluntary relinquishment (by resignation or expiration) of Medical Staff membership, or privileges at another hospital, clinic or health care facility of institution;
- 13) References as required below;
- 14) An acknowledgement that the applicant has read the Medical Staff Bylaws of the Contra Costa Regional Medical Center and Health Centers, that he/she understands said Bylaws, and that he/she agrees to be bound by the terms thereof, as they may be amended from time to time, if he/she is granted membership or Clinical Privileges, and

to be bound by the terms thereof, without regard to whether or not he/she is granted membership and/or clinical privileges in all matters relating to consideration of this application;

- 15) Any and all continuing medical education classes attended by applicant in the last twenty-four (24) months;
- 16) Whether the applicant has had any notification of, or involvement in, a professional liability action, the applicant's complete malpractice claims history, including all information regarding lawsuits, or settlements made, concluded and pending;
- 17) Whether the applicant has been excluded from federal health care program in the past, or is subject to a pending or current exclusion from a federal health care program;
- 18) The applicant's consent to the release and inspection of all records and documents as may be necessary for a thorough evaluation of the applicant's professional qualifications, background and health status;
- 19) The applicant's consent to provide release and a release from liability for all individuals requesting and all individuals providing information related to the applicant's professional qualifications, background, or health, or evaluating and making judgments regarding the applicant's professionalism qualifications, background, or health;
- 20) A valid photo identification issued by a state federal agency;

Applicants to the Resident Staff must furnish the information and/or documentation listed in (1), (2), (5), (6), (8), (11), (12), (14), (18), (19) and (20) above, and may do so by submitting their residency application form, updated as necessary to include these required items, in lieu of submitting the standard application form described herein.

Furthermore, each applicant will be assessed an application fee as determined by policies set forth by the Medical Executive Committee. The application will not be processed without receipt of this fee.

5.5.3 References

The applicant must include the names of at least three (3) professionals currently licensed and practicing in the same discipline as the applicant, not currently or about to become corporate or business partners with the applicant in professional practice or personally related to him, who have personal knowledge of the applicant's current clinical ability, competence, ethical character, health status and ability to work cooperatively with others and who will provide specific written comments on these matters, and letters of recommendation for staff membership.

The named individuals must have acquired the requisite knowledge through recent observation of the applicant's professional performance over a reasonable period of time and at least one must have had organizational responsibility for supervision of his/her performance (e.g., Department Chairperson, Service Chief, Training Program Director). The applicant is responsible for submitting three (3) letters of recommendation from the named professional references to the Credentials Committee Chairperson.

At the discretion of the Credentials Committee, the requirement of receipt of all three letters of reference may be reduced to two (2).

5.5.4 Effect of Application

The applicant must sign the application and in so doing:

- 1) Attests to the correctness and completeness of all information furnished and acknowledges that any significant misstatement in or omission from the application constitutes grounds for denial of appointment or revocation of Medical Staff membership;
- 2) Signifies his/her willingness to appear for interviews in connection with his/her application;
- 3) Agrees to abide by the terms of the Bylaws, Rules, and policies and procedures manuals of the Medical Staff if granted membership and/or Clinical Privileges, and to abide by the terms thereof in all matters relating to consideration of the application without regard to whether membership and/or privileges are granted;
- 4) Agrees to maintain an ethical practice and to provide continuous care to his or her patients;
- 5) Agrees to keep Medical Staff representatives up to date on any change made or proposed in the status of his/her professional license to practice, DEA or other controlled substances registration, malpractice insurance coverage, and membership or clinical privileges at other institutions;
- 6) Authorizes and consents to Medical Staff representative consulting with prior associates or others who may have information bearing on professional or ethical qualifications and competence and consents to Medical Staff representatives inspecting all records

and documents that may be material to evaluation of said qualifications and competence;

- 7) Releases from any liability all those who, in good faith and without malice, review, act upon or provide information regarding the applicant's competence, professional ethics, utilization practice patterns, character, health status, and other qualifications for staff appointment and clinical privileges.

5.5.5 Processing the Application

1) Verification of Information

After the application is submitted to the Credentials Committee Coordinator, the Credentials Committee Coordinator shall seek to verify the references, licensure status, and other qualification evidence submitted in support of the application, and to obtain the supporting information relevant to the application. The Coordinator shall verify in writing and from the primary source whenever feasible. The Credentials Committee Coordinator shall also query the National Practitioner Databank, and shall promptly notify the applicant of any problems in obtaining any of the information required. Upon such notification, it shall be the applicant's obligation to obtain the required information.

Verification shall include sending a copy of the list of Clinical Privileges requested by the applicant to at least his/her most recent affiliations and a request for specific information regarding his/her competence in exercising those privileges.

When the application is complete as defined in subsection (b), the Credentials Committee Coordinator transmits the application and all supporting materials to the Head of each Department in which the applicant seeks Privileges.

2) Definition of Completed Application

A completed application shall consist of all pertinent material including receipt in the Medical Staff office of all correspondence from references and other medical staffs as required.

3) Incomplete Applications

Incomplete applications will not be accepted for review. In addition to applications which are incomplete as described by Section 5.3, 'Application for Initial Appointment and Reappointment for Medical Staff Membership', applications may be deemed incomplete as follows.

If the MEC, the Medical Staff office, or Credentials Committee, Administrator or Governing Body review the application requests additional information, documentation, or clarification from the applicant, and/or an interview with the applicant, the applicant

will be promptly notified and the application process will be suspended, and the application shall be deemed incomplete, until the requested information, documentation, or clarification has been provided and/or the requested interview has been conducted. No application shall be considered complete until it has been reviewed by the Department Head or designee for each department for which the applicant seeks privileges, the Credentials Committee or designee and the Medical Executive Committee, and all have determined that no further documentation or information is required to permit consideration of the application.

The Medical Staff shall promptly inform the applicant of the specific request(s) made, the time period within which the applicant must satisfy the request and the effect on the application process if the request is not satisfied within that time period.

4) Department Evaluations

The Head of each Department in which the applicant seeks privileges reviews the application and its supporting documentation and forwards to the Credentials Committee a written report as required evaluating the evidence of the applicant's training, experience and demonstrated ability and stating how the applicant's skills are expected to contribute to the activities of the Department.

The Department Head or his/her designee shall conduct an interview with the applicant. If a Department Head requires further information, he/she may defer transmitting his/her report, but overall the combined deferral time generally should not exceed thirty (30) days. In case of a deferral, the Department Head must notify the Chairperson of the Credentials Committee in writing of the deferral and the grounds. If the applicant is to provide additional information or a specific release/authorization to allow Medical Staff's representative to obtain information, the notice to him/her must so state, must be a special notice, and must include a request for the specific data/explanation or release/authorization required and the time frame for response. Failure, without good cause, to respond in a satisfactory manner by that date is deemed a voluntary withdrawal of the application.

5) Credentials Committee Evaluation

The Chairperson of the Credentials Committee or a designated committee member may conduct an interview with the applicant. Following the interview, the Credentials Committee reviews the application, the supporting documentation, the reports from the Department Heads, and any other relevant information available to it. The Credentials Committee then transmits to the Medical Executive Committee (MEC) its written report and recommendations as required. If the Credentials Committee requires further information, it may defer transmitting its report, but generally for not more than thirty (30) days. If the applicant is to provide the additional information or specific release/authorization to allow Medical Staff representatives to obtain information, the

notice to him/her must so state, must be a special notice, and must include a request for the specific data/explanation or release/authorization required and the time frame for response. Failure to respond in a satisfactory manner, i.e. provide the requested information by the date specified is deemed a voluntary withdrawal of the application.

The Credential Committee's written report, as required, is transmitted with all supporting documentation to the MEC.

- 6) The MEC, at its next regular meeting after receiving the Credentials Committee recommendation, reviews the application, the supporting documentation, the reports and recommendations from the Department Heads and Credentials Committee, and any other relevant information available to it. The MEC is responsible for determining staff status. The MEC defers action on the application, or prepares a written report with recommendations as required.
- 7) Effect of Medical Executive Committee Action
 - A. Deferral. Action by the MEC to defer the application for further consideration must, except for good cause, be followed up within forty-five (45) days with its report and recommendations. The Medical Staff President promptly sends the applicant a special notice of an action to defer, including a request for the specific data/explanation or release/authorization, if any, required from the applicant and the time frame for response. Failure, without good cause, to respond in a satisfactory manner by that date is deemed voluntary withdrawal of the application.
 - B. Favorable Recommendation. When the MEC's recommendation is favorable to the applicant in all respects, the Medical Staff President promptly forwards it, together with all supporting documentation, to the Administrator. All supporting documentation means the application form and its accompanying information, the reports and recommendations of the Division and Department Heads, Credentials Committee and MEC, and dissenting views.
 - C. Adverse Recommendation. When the MEC's recommendation is adverse to the applicant, the Medical Staff President promptly forwards it, together with all supporting documentation, to the Administrator, and the Administrator immediately informs the applicant by special notice, and the applicant is entitled to the procedural rights provided in the Bylaws.
- 8) Administrator Action
 - A. On MEC recommendation the Administrator may adopt or reject, in whole or in part, a favorable recommendation or refer the recommendation back to the MEC for further consideration stating the reasons for such referral and setting a time limit within which a subsequent recommendation must be made to the Administrator.
 - B. If the Administrator's action is favorable to the applicant, this action is forwarded to the Governing Body for final approval. If the Administrator's action, after complying with the applicable requirements, is adverse to the applicant in any respect, the

Administrator promptly informs the applicant by special notice, and the applicant is then entitled to the procedural rights provided in the Bylaws.

- C. If the Governing Body, upon receiving a report from the Administrator for favorable action, disagrees with the Administrator, it must comply with the requirements below concerning Conflict Resolution. If, after such compliance, the decision is adverse to the applicant in any respect, the Administrator shall promptly inform the applicant by mailing a special notice to the applicant. The applicant is then entitled to the procedural rights provided in the Bylaws and the applicant shall be so informed by the special notice.
- 9) Content of Reports and Bases for Recommendations and Actions. The report of each individual or group, including the Administrator, required to act on an application must include recommendations as to approval or denial of, and any special limitations on, staff appointment, category of staff membership and prerogatives, Department affiliation(s) and scope of Clinical Privileges.
 - 10) Conflict Resolution. Whenever the Administrator or Governing Body disagrees with the recommendation of the MEC, the matter will be submitted for review and recommendation to a joint conference composed of two members each from the Medical Staff and the Governing Body, appointed by the President of the Medical Staff and the Chairperson of the Governing Body, respectively, before the Governing Body makes its decision.
 - 11) Notice of Final Decision
 - A. The Administrator shall mail notice of the Governing Body's final decision to the applicant, with copies to the Medical Staff President and the applicable Department Head(s).
 - B. A decision and notice to appoint included:
 - 1) The Staff category to which the applicant is appointed;
 - 2) The Department(s) to which he/she is assigned;
 - 3) The Clinical Privileges he/she may exercise; and
 - 4) Any special conditions attached to the appointment.
 - 12) Time Periods for Processing

Individual/Group

- A. Applicant. One hundred and twenty(120) days.
 - 1) If the fully completed application is not received by the Medical Staff Office as defined, within One hundred and twenty(120) days, the application will be returned and reapplication will not be allowed for a period of ninety (90) days and any temporary privileges granted are immediately terminated.
- B. Credentials Committee Coordinator. Thirty (30) days.
- C. Department Heads. Thirty (30) days after receiving material from Credentials Committee Coordinator.

- D. Credentials Committee. Thirty (30) days after receiving reports from the Credentials Committee Coordinator and Department Head.
- E. Medical Executive Committee. At the next regular meeting after receiving report from the Credentials Committee.
- F. Administrator. Fifteen (15) days after receiving report from the Medical Executive Committee.
- G. Governing Board. At the next regular meeting after receiving report from the Administrator.
- H. The time periods set forth are guidelines, not directives, and do not create any rights in any application to have his or her application processed within a specific time frame.

If an applicant is not offered or does not accept an offer for employment (permanent, temporary or contract) at CCRMC and Health Centers, the application will be deemed withdrawn.

When a Medical Staff member's employment (permanent, temporary, or contract) at CCRMC and Health Centers ends, clinical privileges will automatically expire, except when the member requests an exception and the exception is approved by both the Credentialing Committee and the Medical Staff President. This is an administrative action and does not entitle the individual to procedural hearing and appellate review rights.

~~When a Medical Staff member's employment (permanent, temporary, or contract) at CCRMC and Health Centers ends, clinical privileges will automatically expire. This is an administrative action and does not entitle the individual to procedural hearing and appellate review rights.~~

5.5.6 Staff Category upon Appointment

Except for applicants to the Resident Staff, all appointments to the Staff shall be to the Provisional Staff. After successful completion of the provisional term, as defined, the Medical Executive Committee, after recommendation from the Credentials Committee, shall assign the appropriate staff category.

5.6 Reappointment and Requests for Modifications of Staff Status or Privileges

Applications for reappointment are due one hundred and fifty (150) days prior to the expiration of a Member's term. Applications that are not complete at ninety (90) days prior to the expiration of a term are not processed and the membership automatically expires at the end of the term. Applications completed between one hundred and fifty (150) and ninety (90) days from the end of a term are charged a late fee as noted in the Rules.

At least one hundred and eighty (180) days prior to the expiration date of the current staff appointment (except for temporary appointments), a reappointment form developed by the

Medical Executive Committee shall be mailed or delivered to the Member. The completed application form and Medical Staff dues are due one hundred and fifty (150) days prior to the expiration date. The department Chair will be notified if the member is delinquent. Each Medical Staff Member shall submit to the Credentials Committee the completed application form for renewal of appointment to the staff and for renewal or modification of clinical privileges. The reapplication form shall include all information necessary to update and evaluate the qualifications of the applicant including, but not limited to, the matters set forth in these Bylaws as well as other relevant matters.

The results of performance monitoring, evaluation, and identified opportunities to improve care and service are printed and included in the reappointment file. Ongoing Professional Practice Evaluation (OPPE) data are collected and provided as evidence of the practitioner's current competence. A reappointment may be deferred if more information is needed.

Upon receipt of the application, the information shall be processed as set forth commencing at Section 5.4. In addition, the Department Head will review the applicants' QA profile if there is one.

A Medical Staff Member who seeks a modification of Clinical Privileges may submit such a request at any time upon a form developed by the Medical Executive Committee, except that such application may not be filed within one year of the time similar request has been denied.

5.6.1 Effect of Application

The effect of an application for reappointment or modification of staff status or privileges is the same as that set forth in Section 5.5.

5.6.2 Standards and Procedures for Review

When a staff Member submits an application for reappointment, or when the Member submits an application for modification of staff status or Clinical Privileges, the Member shall be subject to an in-depth review generally following the procedures set forth in Section 5.5.

5.7 Leave of Absence from the Medical Staff

A Member may request a leave of absence not to exceed two (2) years. No leave is effective unless and until approved by the Medical Executive Committee. At the end of the leave the Member must apply for reinstatement. The Member must provide information regarding his or her relevant activities during the leave of absence if the MEC so requests. During the period of leave, the Member shall not exercise Privileges at the Hospital, and membership rights and responsibilities shall be inactive. The obligation to pay dues, if any, shall continue during the leave unless waived by the Medical Executive Committee.

5.7.1 Reinstatement after a Leave

Failure, without good cause, to request reinstatement of Membership at least thirty (30) days prior to the end of an approved leave shall be deemed voluntary resignation from the Medical Staff. The MEC shall make recommendations concerning reinstatement of the Member's Membership and Privileges to the Governing Body for final action.

5.8 Waiting Period after Adverse Action

An applicant, Member, or prior Member is not eligible for Membership in the Medical Staff and/or granting of Privileges for twenty-four (24) months after an adverse action regarding his or her Membership or Privileges.

5.8.1 An Adverse Action occurs when any of the following occur:

- A. A final adverse decision regarding appointment or privileges is made by the Governing Body, or an applicant withdraws his or her application or request for Privileges following an adverse recommendation by the Medical Executive Committee to the Governing Body.
- B. A final adverse decision resulting in termination of a Member's membership or Privileges is made by the Governing Body, or if the Member resigns Membership or relinquishes Privileges while an investigation and resolution is pending concerning her/his membership and/or relevant Privileges.,
- C. A final adverse decision resulting in termination or restriction of Privileges or denial of a request for additional Privileges is made by the Governing Body

5.8.2 The Medical Staff may, as part of an adverse action, waive the twenty-four (24) month ineligibility period or limit it in some way including but not limited to require proctoring or supervision.

5.8.3 An action is considered final on the date the application was withdrawn, a Member's resignation became effective, or upon completion of all hearings and appellate reviews described in the Bylaws pertinent to the action. After an ineligibility period, the individual may reapply for Membership or re-request Privileges. The application will be treated as an initial application or request, except that the individual must document to the satisfaction of the Medical Staff that the basis for the adverse action no longer exists and that sufficient measures have been taken to assure that it will not occur again. With regard to the subject of the adverse action, the Medical Staff may impose more stringent conditions and requirements for evaluation, documentation, and monitoring than it might in an application de novo or it may deny the request outright.

5.9 Confidentiality and Impartiality

To maintain confidentiality and to assure the unbiased performance of appointment and reappointment functions, participants in the credentialing process shall limit their discussion of the matters involved to the formal avenues provided in the Bylaws for processing applications and for appointment and reappointment.

ARTICLE 6

PRIVILEGES

6.1 Exercise of Privileges

Except as otherwise provided in these Bylaws, every Member providing direct clinical services at this Hospital shall be entitled to exercise only those Privileges specifically granted to him or her. Clinical privileges may be granted, continued, modified, or terminated by the Governing Body only upon the recommendation of the Medical Staff as outlined in these Bylaws.

6.2 Delineation of Privileges in General

6.2.1 Requests

- A. Each applicant for appointment and reappointment to the Medical Staff must contain a request for the specific Privileges desired by the applicant. A request for modification of Privileges must be supported by documentation of training and/or experience supportive of the request. A Member may make requests for modifications of Privileges at any time.
- B. Each department is responsible for developing written criteria for granting Privileges. These criteria take effect only after approval by the Medical Executive Committee (MEC.)

6.2.2 Basis for Privilege Determinations

Requests for Privileges shall be evaluated upon the basis of the Member's education, training, experience, demonstrated professional competence and judgment, clinical performances, and the documented results of patient care. Privilege determinations shall also be based upon pertinent information concerning clinic performance obtained from other sources, especially other institutions and health care setting where an individual exercises Privileges.

6.2.3 Privileges for Department Heads

Privileges for Department Heads will be acted upon by the Medical Staff President. If a Department Head is also the Medical Staff President, privileges will be acted upon by the Past President. In no event will a Department Head approve his/her own privileges.

6.2.4 Admissions

Dentists, oral surgeons, podiatrists and clinical psychologist Members are non-Physician members. They may admit patients only if a Physician Member assumes responsibility for the care of the Patient's medical problems during the hospitalization. These non-physician members may participate in the patient's care to the extent allowed by the responsible Physician Member and the Medical Staff Bylaws and Rules.

6.2.5 Medical Appraisal

A Physician Practitioner shall provide ongoing medical evaluation of all patients receiving some care from a non-physician Member. The Physician shall also provide appropriate supervision and control of the patient care provided by the non-physician Member.

6.3 ~~Non-licensed Resident Physicians~~

By virtue of their enrollment in an accredited training program, ~~non-licensed r~~Resident physicians hold ~~Privileges~~privileges to admit patients, perform procedures and provide services as assigned under the supervision of ~~the various Department Chairpersons~~licensed physician members of the Medical Staff who have privileges for the patient care being rendered and the Residency Director. All resident physicians must meet qualifications for licensing and membership as outlined above in section 2.2.2 subsection C. A Physician Member who has Privileges for the patient care being rendered must supervise non-licensed Residents. All second year residents with 18 months of training and in good standing with the residency may apply for privileges.

6.4 Temporary Privileges

6.4.1 Circumstances

The Administrator (or his/her designee), with the written concurrence of the Medical Staff President and the Chairperson of the Department where the Privileges will be exercised, may grant temporary Privileges to a practitioner subject to the following conditions:

A. Pendency of Application:

After receipt of a completed application for appointment or reappointment (see Section 5.4, including a request for specific Privileges for an initial period of sixty (60) days while the application is being processed. If the processing of the completed application by the Medical Staff requires more than sixty (60) days, the temporary Privilege may be extended for up to an additional sixty (60) days at the discretion of the Medical Staff President or his/her designee. Temporary Privileges shall automatically terminate at the end of a maximum of one hundred and twenty (120) days, unless earlier terminated in accordance with the Bylaws.

B. Important Patient Care, Treatment and Service Need.

After receipt of an application for appointment or reappointment, including a request for specific Privileges, an applicant may be granted temporary privileges for the purposes of important patient care, treatment or service need, for an initial period of sixty (60) days while the application is being processed. The Medical Staff must be able to verify the applicant's current licensure and competence, or temporary Privileges are denied. The National Provider Data Bank will be queried. If the processing of the application by the Medical staff requires more than sixty (60) days, the temporary Privileges may be extended for up to an additional one hundred and twenty (120) days

at the discretion of the Medical Staff President or his/her designee. Temporary Privileges shall automatically terminate at the end of a maximum of one hundred and eighty (180) days, unless earlier terminated in accordance with the Medical Staff Bylaws.

6.4.2 Conditions

Temporary Privileges may be granted only after the practitioner has submitted a written application for appointment and a request for temporary Privileges and the information available reasonably supports a favorable determination regarding the requesting practitioner's licensure, qualifications, ability, and judgment to exercise the Privileges requested, and only after the practitioner has satisfied the requirement regarding professional liability insurance. The chairperson of the department to which the practitioner is assigned shall be responsible for supervising the performance of the practitioner granted temporary Privileges, or for designating a department member who shall assume this responsibility. That Chairperson may impose special requirements of consultation and reporting. Before temporary Privileges are granted, the practitioner must acknowledge in writing that he/she has received a copy of the Bylaws and Rules and that he/she agrees to be bound by the terms thereof in all matters relating to his/her temporary Privileges.

6.4.3 Termination

The Administrator or the President of the Medical Staff may terminate any or all of a practitioner's temporary Privileges:

- A. Upon discovery of any information or the occurrence of any event of a nature which raises question about a practitioner's professional qualifications or ability to exercise any or all of the temporary Privileges granted by the Administrator or President of the Medical Staff;
- B. If the life or well-being of a patient is endangered in the opinion of the grantor of the temporary Privilege;
- C. In addition, any person entitled under these Bylaws to impose summary suspensions may terminate temporary Privileges if the well-being of a patient is endangered or thought to be endangered by the person termination the temporary Privilege. Any such termination shall be reviewed at the next scheduled meeting of the Medical Executive Committee. In the event of any such termination, the Department will assign the practitioner's patients then in the Hospital to another practitioner(s) or Division Head responsible for supervision. The wishes of the patient will be considered, where feasible, in choosing a substitute practitioner.

6.4.4 Rights of the Practitioner

A practitioner shall not be entitled to the procedural rights afforded by these Bylaws merely because his/her request for temporary Privileges is denied. However, if all or any portion of his/her temporary Privileges are terminated or suspended, the practitioner shall be entitled to those procedural rights.

6.5 Emergency Privileges

In the event of an emergency, any Member of the Medical Staff is permitted to do everything reasonably possible to save the life of a patient or to save a patient from serious harm. The Member shall promptly enlist assistance from and yield patient care to a qualified Member as soon as one becomes available.

6.6 Focused Professional Practice Evaluation (FPPE)

A. General Requirements

All initial appointments to the Medical Staff and all Members granted new Privileges shall be subject to Focused Professional Practice Evaluation (FPPE). Information used for evaluation may be obtained through, but is not limited to the following:

- 1) Concurrent or targeted medical record review.
 - 2) Direct observation.
 - 3) Monitoring/proctoring of diagnostic, procedural, and/or treatment techniques.
 - 4) Discussion with other practitioners involved in the care of specific patients.
 - 5) Interviews with the physician involved in the patient's care.
 - 6) Sentinel event data.
 - 7) Any applicable peer review data.
 - 8) Review of data from other institutions with applicant/member's permission.
- B. Each appointee or recipient of new Clinical Privileges shall be assigned to a department (or departments) where performance on an appropriate number of cases as established by the Medical Executive Committee shall be observed by the chair of the department or the chair's designee, to determine suitability to continue to exercise the Clinical Privileges granted in that department.
- C. The Member shall remain subject to FPPE until the Credentials Committee has been furnished with a report signed by the chair of the department(s) to which the member is assigned describing the types and numbers of cases observed and the evaluation of the applicant's performance, a statement that the applicant appears to meet all of the qualifications for unsupervised practice in that department.
- D. FPPE may be implemented whenever the Medical Executive Committee or its designee determines that additional information is needed to assess a Member's performance.
- E. FPPE is not an adverse action or a disciplinary measure. It is a means of gathering information regarding a Members' skills. Therefore, the requirements of proctoring does not itself give rise to the hearing rights triggered by an adverse action.
- F. During FPPE, the Member must demonstrate the requisite competence required to exercise the Clinical Privileges.

6.6.1 Completion of FPPE

FPPE shall be deemed successfully completed when the Credentials Committee has received sufficient information about the applicant's competency.

6.6.2 Requirements to Provide FPPE

Members of the Medical Staff shall serve in a manner consistent with FPPE requirements. Refusal to serve in this capacity, without good cause, as determined by the Medical Executive Committee, is grounds for corrective action.

6.6.3 Failure to Complete FPPE

A Member who fails to complete the required initial FPPE within one year shall be deemed to have voluntarily withdrawn his or her request for those Privileges. The Credentials Committee or the Medical Executive Committee may extend the time for completion of FPPE in appropriate cases. If a Member completes the necessary FPPE but fails to perform competently he or she may have the relevant Privileges revoked or involuntarily modified in order to assure quality patient care. Failure to successfully complete proctoring may, in certain situations, be adequate grounds for revocation, suspension, or other involuntary modification of membership and/or privileges. Such actions regarding Privileges and Membership qualify as adverse actions entitling the practitioner to appropriate procedural hearings.

6.7 Disaster Privileges

In the event of a disaster of sufficient magnitude to require use of resources beyond those available to the Hospital and Medical Staff, privileges may be granted to volunteers on an emergent basis to handle immediate patient care needs.

6.7.1 Declaration of Disaster

The Hospital disaster plan must be implemented prior to consideration of granting disaster Privileges.

6.7.2 Individuals Responsible for Granting Disaster Privileges

The Medical Staff President or his/her designee, or the Administrator or his/her designee(s) are responsible for granting disaster Privileges. Under the disaster plan, and in the absence of the above persons or designees, the incident commander, or his/her designee(s), is the individual responsible for granting disaster Privileges until the above person or designees are present to carry out the function of granting Disaster Privileges.

A. Responsibilities of Individuals Granting Disaster Privileges.

Disaster Privileges may be granted on a case-by-case basis, and the responsible individual, at his or her discretion, is not required to grant Privileges to any individual.

6.7.3 Identification Requirements for Disaster Privileges

Disaster Privileges may be granted upon the presentation of a valid photo identification issued by a state or federal agency, and at least one of the following items;

- A. A current hospital ID card that clearly identifies professional designation.
- B. A current license to practice and a valid photo ID issued by a state or primary source verification of the license.
- C. Identification indicating that the individual is a member of a Disaster Medical Assistance Team (DMAT) or MRC, ESAR-VHP, or other recognized state or federal organization or group.
- D. Identification indicating that the individual has been granted authority to render patient care, treatment, and services in disaster circumstances (such authority having been granted by a federal, state, or municipal entity.)
- E. Verification of identity and qualifications by current Hospital or Medical Staff Member(s) with personal knowledge of the practitioner's identity and qualifications.

6.7.4 Disaster Identification

Practitioners granted disaster Privileges shall be identifiable to other staff by the wearing of a Disaster Identification Badge.

6.7.5 Management of Persons Granted Disaster Privileges

Persons granted disaster Privileges will be assigned duties either by the granting authorities as defined in Section 6.6.2, 'Individuals Responsible for Granting Disaster Privileges,' or assigned to a specific department, by the Department Chair or his/her designee. In the absence of these persons, the incident commander may assign duties or delegate this responsibility to person(s), identified in the disaster plan, who are responsible for designation of duties.

The Medical Staff oversees the professional practice of volunteer licensed independent practitioners by direct observation and clinical record review.

Disaster Privileges are automatically terminated when the disaster plan is deactivated. Disaster Privileges may be revoked at any time or for any reason by the Medical Staff President, Administrator, Department Chair, or their designee(s).

The Hospital must make a decision (based on information obtained regarding the professional practice of the volunteer) within seventy-two (72) hours related to the continuation of disaster Privileges initially granted.

6.7.6 Verification Process

Verification:

Primary source verification of licensure begins as soon as the immediate situation is under control and is usually completed within seventy-two (72) hours from the time the volunteer practitioner presents to the organization. In extraordinary circumstances, when primary

source verification cannot be completed in seventy-two (72) hours, there must be documentation of the following:

- Why the Primary source verification could not be performed;
- Evidence of demonstrated ability to continue to provide adequate care, treatment and services.

Primary source verification must still be done as soon as possible.

ARTICLE 7

GENERAL MEDICAL STAFF OFFICERS

7.1 Identification

The general officers of the Medical Staff are the President, the President-Elect, and the Past President.

7.2 Qualifications

Each general officer must:

7.2.1 Be a member of the Active Staff at the time of nomination and election and remain a Member in good standing during his/her term of office;

7.2.2 Be licensed as a physician and surgeon;

7.2.3 Willingly and faithfully discharge the duties of the office; and

7.2.4 Exercise the authority of the office held, working with the other general and Department officers of the Medical Staff.

7.3 Attainment of Office

7.3.1 The election for the office of President-Elect shall take place in January of odd-numbered years. The person who receives the majority of the votes cast is the President-Elect and shall immediately assume the office. On July 1 of that same year, the President-elect shall assume the office of the President.

7.3.2 Term of Office

The President shall serve a two-year term, and may serve a maximum of four consecutive terms. If nonconsecutive, the number of terms a President may serve is not subject to limit. At the conclusion of the President's term(s) of office, the President shall assume the office of Past-President.

7.3.3 Should the incumbent President be reelected, the office of President-Elect shall remain vacant until the next January election for President.

7.3.4 Nomination

The MEC shall nominate qualified candidates for the office of President-Elect. Each nominee must be an M.D. or a D.O. Nominations may also be made from the floor at the October quarterly meeting by a Member of the Active Staff in good standing. Any such floor nomination must be seconded by a Member of the Active Staff in good standing and accompanied by evidence of the nominee's willingness to be nominated.

7.3.5 Election

The President-Elect is chosen from among the nominated candidates by election as defined in these Bylaws. Candidates for Medical Staff President-Elect may submit a written statement not to exceed two pages to the Medical Staff Office no later than close of business on December 3rd. On or before December 7th, the Medical Staff Office shall mail to all active Members of the Medical Staff a list of the candidates for Medical Staff President-Elect, accompanied by the candidates' statements, if any. Approximately thirty (30) days, but no less than twenty-five (25) days, before the January meeting of the Medical Executive Committee, the Medical Staff Office shall mail ballots to all active Members of the Medical Staff.

7.3.6 In order for a ballot to be counted, it must be returned to the Medical Staff Office no later than close of business on the 11th day before the January meeting of the Medical Executive Committee. The Medical Staff President and at least one other member of the MEC shall count the ballots, unless the Medical Staff President is a candidate. In that event, the MEC shall designate a second member of the MEC to count ballots. As soon thereafter as possible, the MEC shall notify all candidates of the election results. Thereafter, but at least seven (7) calendar days before the January meeting of the MEC, the MEC shall post, or otherwise disclose the election results to the Medical Staff.

7.4 Vacancies

7.4.1 If the office of the President becomes vacant after an election but before the end of the current President's term, the President-Elect will assume office to fill that vacancy and will serve the remainder of the current President's term and his/her own full term as President. If the office of the President becomes vacant while the election is underway, the Past President will serve as Acting President until the results of that election are determined. Once those results are determined, the President-Elect will assume office and will serve the remainder of the current President's term and his/her own full term as President. At any other times, if the office of the President becomes vacant, the Past President will serve as Acting President pending the outcome of a special election for the office of President to be conducted as expeditiously as possible and generally in the same manner as provided in this Article. The MEC may determine, however, not to call a special election if a regular election for the office is to be held within ninety (90) days. The winner of a special election will serve only the remainder of the current President's term.

7.4.2 In the event of a vacancy in the office of Past President, the MEC shall appoint a Member of the MEC to serve out the remainder of the vacated term.

7.5 Resignation and Removal from Office

7.5.1 Resignation

Any general Medical Staff officer may resign at any time by giving written notice to the Medical Executive Committee. Such resignation, which may or may not be made contingent upon formal acceptance, takes effect on the date specified in the resignation or, if no date is specified, on the date of receipt.

7.5.2 Removal

A. Authority and Mechanism:

- 1) Removal of a general staff officer may be effected by two-thirds majority vote by secret ballot of the members of the Active Staff in good standing.

B. Grounds:

- 1) Permissible grounds for removal of a general staff officer include, without limitation;

C. Failure to perform the duties of the position held in a timely and appropriate manner;

D. Failure to continuously meet the qualifications for the position;

E. Physical or mental infirmity that renders the officer incapable of fulfilling the duties of his/her office.

7.6 Duties of General Staff Officers

7.6.1 Medical Staff President

The Medical Staff President shall serve as the Chief Office of the Medical Staff. The duties of the Medical Staff President shall include, but are not limited to:

- A.* Enforcing the Bylaws and Rules, implementing sanctions where indicated, and enforcing procedural safeguards where corrective action has been requested or initiated;
- B.* Calling, presiding at, and being responsible for the agenda of all meetings of the Medical Staff;
- C.* Serving as the chair of the Medical Executive Committee;
- D.* Serving as an ex-officio member of all other Medical Staff Committees;
- E.* Interacting with the Administrator and the Governing Body in all matters concerning the Hospital;
- F.* Appointing, in consultation with the Medical Executive Committee, committee members for all standing and special medical Staff, liaison, and multi-disciplinary committees, except where otherwise provided by these Bylaws and, except where otherwise indicated, designating the chairpersons of these committees;
- G.* Representing the views and policies of the Medical Staff to the Governing Body and to the Administrator;

- H.* Being a spokesperson for the Medical Staff in external professional and public relations;
- I.* Performing such other duties as may be required by the Bylaws, the Medical Staff, or by the Medical Executive Committee;
- J.* Serving as an ex-officio member on liaison committees with the Governing Body and Administration and with outside licensing and accreditation agencies.

7.6.2 President-Elect

The President-Elect shall assume all duties and authority of the Medical Staff President in the absence of the Medical Staff President. The President-Elect shall also be a member of the Medical Executive Committee and an ex-officio member of the Joint Conference Committee. The President-Elect shall perform such other duties as the Medical Staff President may assign or delegate to the President-Elect.

7.6.3 Past President

The Past President shall have the same duties and responsibilities as the President-Elect in the absence of the President-Elect.

ARTICLE 8

DEPARTMENT AND DIVISIONS

8.1 Organization of Departments

Each Department shall be organized as an integral unit of the Medical Staff and shall have a chair. The authority, duties, method of selection and responsibilities of these Department officers is set forth below. Each Department may appoint such standing or ad-hoc committees as it deems appropriate to perform its required functions. A Department may be further divided, as appropriate, into divisions. The division shall be directly responsible to the Department within which it functions. Each division shall have a division chief, appointed by the department head or elected by the division members, entrusted with the authority, duties and responsibilities specified in Section 8.7. When appropriate, the Medical Executive Committee may recommend to the Medical Staff the creation, elimination, modification, or combination of Departments or divisions.

8.1.1 Current Clinical Departments and Divisions:

The current Clinical Departments and Divisions are:

1. Family and Adult Medicine
 - i. West County
 - ii. Martinez

- iii. Concord
- iv. East
- v. Far East
- 2. Internal and Specialty Medicine
- 3. Hospital Medicine
- 4. Emergency Medicine
- 5. Psychiatry/Psychology
- 6. Pediatrics
- 7. Obstetrics and Gynecology
- 8. Surgery
- 9. Anesthesia
- 10. Critical Care Medicine
- 11. Dental
- 12. Diagnostic Imaging
- 13. Pathology

(a)

8.2 Assignment to Departments

Each Member shall be assigned membership in at least one Department, but may also be granted membership and/or Privileges in other Departments.

8.3 Functions of Departments

The functions of each Department shall include:

- 1) Conducting patient care reviews for the purpose of analyzing and evaluating the quality and appropriateness of care and treatment provided to patients within the Department. The Department shall routinely collect information about important aspects of patient care provided in the Department, periodically assess this information, and develop objective criteria for use in evaluating patient care. Patient care reviews shall include all clinical work performed under the jurisdiction of the Department;
- 2) Recommending to the Medical Executive Committee guidelines for the granting of Clinical Privileges and the performance of specified services within the Department;
- 3) Evaluating and making appropriate recommendations regarding the qualification of applicants seeking appointment or reappointment and Clinical Privileges within that Department;
- 4) Conducting, participating in, and making recommendations regarding continuing education programs pertinent to departmental clinical practice;
- 5) Reviewing and evaluating departmental adherence to: (1) Medical Staff policies and procedures; and (2) sound principles of clinical practice;
- 6) Coordinating patient care provided by the Department's Members with nursing and ancillary patient care services;
- 7) Submitting written reports to the Medical Executive Committee concerning: (1) the Department's review and evaluation activities, actions taken thereon and the results of such

- action; and (2) recommendations for maintaining and improving the quality of care provided in the Department and Hospital;
- 8) Meeting regularly for the purpose of considering patient care review findings and the results of the Department's review and evaluation activities, as well as reports on other Department and staff functions;
 - 9) Establishing such committees or other mechanisms as are necessary and desirable to perform properly the functions assigned to it, including proctoring protocols;
 - 10) Taking appropriate action when important problems in patient care and clinical performance or opportunities to improve care are identified;
 - 11) Accounting to the Medical Executive Committee for all professional and Medical Staff administrative activities within the Department;
 - 12) Appointing such committees as may be necessary or appropriate to conduct Department functions;
 - 13) Formulating recommendations for departmental rules and regulation reasonably necessary for the proper discharge of its responsibilities subject to the approval by the Medical Executive Committee and the Medical Staff;

When the department or any of its committees meet to carry out the duties described above, the meeting body shall constitute a peer review body, which is subject to the standards and entitled to the protections and immunities afforded by federal and state law for peer review bodies and/or committees. Each department and/or its committees, if any, must meet regularly to carry out its/their duties.

8.4 Department Heads

Each Department shall have a Department Head who shall be a Member of the active Medical Staff and shall be certified by an appropriate specialty board, or affirmatively establish, through the Privilege delineation process, that the person possesses comparable competence in at least one of the clinical areas covered by the Department.

Each Department Head shall have the following authority, duties and responsibilities:

- 1) Act as presiding Officer (Chairperson) at departmental meetings;
- 2) Report to the Medical Executive Committee and the Medical Staff President regarding all professional and administrative activities within the Department;
- 3) Generally monitor the quality of patient care and professional performance rendered by Members with Clinical Privileges in the Department through a planned and systematic process; oversee the effective conduct of the patient care, evaluation, and monitoring functions delegated to the department by the Medical Executive Committee;
- 4) Prepare and transmit to the appropriate authorities, as required by these Bylaws, recommendations concerning appointment, reappointment, delineation of Clinical Privileges, and corrective action with respect to practitioners holding membership or exercising privileges or services in the Department;
- 5) Annually review, and amend as necessary, Department policies and procedures;

- 6) Participate in managing the Department through cooperation and coordination with nursing and other patient care services and with Administration on all matters affecting patient care, including personnel, equipment, facilities, services, and budget;
- 7) Endeavor to enforce the Bylaws, Rules and policies and regulations with the Department;
- 8) Appoint an acting Department Head (Vice-Chairperson) during any absence;
- 9) Assure all Department functions are performed;
- 10) Perform such other duties commensurate with the office as may from time to time be reasonably requested by the Medical Staff President or the Medical Executive Committee;
- 11) Plan and conduct, as requested by and in cooperation with the Residency Director, a program of instruction, supervision, and evaluation of Residents'
- 12) Assess and recommend to the relevant hospital authority off-site sources for needed patient care services not provided by the department or organization;
- 13) Recommend a sufficient number of qualified and competent persons to provide care, treatment and services;
- 14) Determine the qualifications and competence of Department or service personnel who are not licensed independent practitioners and who provide patient care, treatment and service;
- 15) Continually assess and improve the quality of care, treatment and services;
- 16) Maintain quality control programs, as appropriate;
- 17) Oversee the orientation and continuing education of all persons in the Department or service;
- 18) Recommend space and other resources needed by the Department or service;
- 19) Recommend to the Medical Staff the criteria for Clinical Privileges that are relevant to the care provided in the Department;
- 20) Integrate the Department or service into the primary functions of the organization and coordinate and integrate interdepartmental and intradepartmental services;
- 21) Develop and implement policies and procedures that guide and support the provision of care, treatment and services.

8.5 Election of Department Heads

- 8.5.1 In April of each election year, the active Medical Staff of the applicable Department shall elect a Department Head.
- 8.5.2 The following Departments shall elect a Department Head in odd-numbered years: Family and Adult Medicine, Anesthesia, Pediatrics, Internal and Specialty Medicine, Hospital Medicine, Pathology and Dentistry.

The following Departments shall elect a Department Head in even-numbered years: Emergency Medicine, Surgery, Psychiatry/Psychology, Diagnostic Imaging, Obstetrics & Gynecology and Critical Care.
- 8.5.3 The Medical Staff President shall request nominations for Department Head at the January Quarterly Medical Staff meeting and at the applicable Department meeting.

Nominations may be submitted by any department member within the nominating department regardless of status (e.g. active; courtesy, etc.). Nominations may be made only to the current Department Head or to the Medical Staff President.

The last day to nominate a candidate for Department Head is March first. Candidates may submit a written statement not to exceed two pages to the Medical Staff office no later than close of business on March 3rd. The Medical Staff Office shall mail a list of candidates to all active Members of the Medical Staff in the affected Department no later than March 7th. The candidates' statements, if any, shall accompany the list.

- 8.5.4 Approximately thirty (30) days, but no less than twenty-five (25) days, before the April meeting of the Medical Executive Committee, the Medical Staff office shall mail ballots to all the active Medical Staff Members within the affected Department.

In order for a ballot to be counted, it must be returned to the Medical Staff Office no later than close of business on the 11th day before the April meeting of the Medical Executive Committee. The Medical Staff President and at least one other member of the Medical Executive Committee shall count the ballots, unless the Medical Staff President is a candidate. In that event, the Medical Executive Committee shall designate a second member of the Medical Executive Committee to count ballots. As soon thereafter as possible, the Medical Executive Committee shall notify all candidates of the election results. Thereafter, but at least seven (7) calendar days before the April meeting of the medical Executive Committee, the Medical Executive Committee shall post, or otherwise disclose to the Medical Staff, the election results.

- 8.5.5 The Medical Executive Committee shall review the newly elected Department Heads for approval at its April meeting. The elected Department Head is thereafter subject to the approval of the Chief Medical Officer. In the event that the elected Department Head is not approved by either the Medical Executive Committee or the Chief Medical Officer, a new election shall be conducted as soon as possible. If the Chief Medical Officer does not approve a Department Head, she/he will discuss the reasons for disapproval at the next Medical Executive Committee meeting.

- 8.5.6 The Medical Staff President can appoint an acting Department Head, subject to MEC approval, to carry out the duties of Department Head until an election is possible.

- 8.5.7 Term of Office

The term of office of Department Heads is two Medical Staff years. Each assumes office on the first day of the Medical Staff year, except that a Department Head appointed to fill a vacancy assumes office immediately upon appointment. Each Department Head serves until the end of his or her term until a successor is elected, unless he/she resigns sooner or is removed from office. A Department Head is eligible to succeed himself/herself.

8.5.8 Removal

After election and ratification, removal of a Department Head from office may occur for cause by two-thirds vote of the Medical Executive Committee or a two-thirds vote of the Department Members on active staff.

8.6 Functions of Divisions

Subject to approval of the Medical Executive Committee, each division shall perform the functions assigned to it by the Department Chairperson. Such functions may include, without limitation, retrospective patient care reviews, evaluation of patient care practices, credentials review and privileges delineation, and continuing education programs. The division shall transmit regular reports to the Department Head on the conduct of its assigned functions.

~~Each Division head shall:~~

- ~~1) Act as presiding officer at division meetings;~~
- ~~2) Assist in the development and implementation, in cooperation with the Department Head, of programs to carry out the quality review and evaluation and monitoring functions assigned to the division;~~
- ~~3) Continually review the patient care and the professional performance of Division members, and report to the Department Head patterns or situations affecting patient care within the Division;~~
- ~~4) As requested by and in cooperation with the Department Head, conduct investigations and submit reports and recommendations to the Department Head regarding the Clinical Privileges to be exercised within his/her division by members of or applicants to the Medical Staff;~~
- ~~5) Manage the Division through cooperation and coordination with nursing and other patient care services and with Administration on all matters affecting patient care, including personnel, equipment, facilities, services, and budget;~~
- ~~6) Assure all Division functions are performed;~~
- ~~7) Perform such other duties commensurate with the office as may from time to time be reasonably requested by the Department Head, the Medical Staff President, or the Medical Executive Committee.~~

8.7 Division Heads

Each division shall have a Division Head who shall be a Member of the active or provisional Staff and a Member of the division which he/she heads, and shall be certified by an appropriate specialty board, or affirmatively establish through the privilege delineation process that he/she possesses comparable competence in at least one of the clinical areas covered by the division.

Each Division Head shall:

- 1) Act as presiding officer at division meetings;

- 2) Assist in the development and implementation, in cooperation with the Department Head, of programs to carry out the quality review and monitoring functions assigned to the division;
- 3) Continually review the patient care and the professional performance of Division members, and report to the Department Head patterns or situations affecting patient care within the Division;
- 4) As requested by and in cooperation with the Department Head, conduct investigations and submit reports and recommendations to the Department Head regarding the Clinical Privileges to be exercised within his/her division by Members of or applicants to the Medical Staff;
- 5) Manage the Division through cooperation and coordination with nursing and other patient care services and with Administration on all matters affecting patient care, including personnel, equipment, facilities, services, and budget;
- 6) Assure all Division functions are performed;
- 7) Perform such other duties commensurate with the office as may from time to time be reasonably requested by the Department Head, the Medical Staff President, or the Medical Executive Committee.

8.8 Election of Division Heads

8.8.1 In April of each election year, the active Medical Staff of the applicable division shall elect a Division Head as set forth below.

8.8.2 Family and Adult Medicine West County and Family and Adult Medicine Far East County shall elect Division heads in even-numbered years; Family and Adult Medicine Martinez, Family and Adult Medicine Concord and Family and Adult Medicine East County shall elect Division Heads in odd-numbered years.

8.8.3 The Medical Staff President shall request nominations for Division Heads at the January Quarterly Medical Staff meeting and at the applicable division meeting. Nominations may be made only to the current Department Head or to the Medical Staff President.

The last day to nominate a candidate for Division Head is March 1st. Candidates may submit a written statement not to exceed two pages to the Medical Staff Office no later than close of business on March 3rd. The Medical Staff Office shall mail ballots to all the active Medical Staff Members within the affected division no later than March 7th. The candidates' statements shall accompany the list, if any.

8.8.4 Approximately thirty (30) days, but no less than twenty-five (25) days, before April meeting of the Medical Executive Committee, the Medical Staff Office shall mail ballots to all the active Medical Staff Members within the affected division.

For a ballot to be counted, it must be returned to the Medical Staff Office no later than the close of business on the 11th day before the April meeting of the Medical Executive Committee. The Medical Staff President and at least one other member of the Medical Executive Committee shall count the ballots, unless the Medical Staff President is a

candidate. In that event, the Medical Executive Committee shall designate a second member of the Medical Executive Committee to count ballots. As soon thereafter as possible, the Medical Executive Committee shall notify all candidates of the election results. Thereafter, but at least seven calendar days before the April meeting of the Medical Executive Committee, the Medical Executive Committee shall post, or otherwise disclose to the Medical Staff, the election results.

8.8.5 The newly elected Division Heads shall be reviewed for approval by the appropriate Department Head prior to the April meeting of the Medical Executive Committee and by the Medical Executive Committee at its April meeting. The elected Division Head is thereafter subject to approval of the Chief Medical Officer. In the event that the elected Division Head is not approved by the Department Head, the Medical Executive Committee or the Chief Medical officer, a new election shall be conducted as soon as possible. If the Department Head or the Chief Medical Officer does not approve a Division head, she/he will discuss the reasons for disapproval at the next Medical Executive Committee meeting.

8.8.6 Division members shall fill vacancies due to any reason for the unexpired term by election as soon as possible. The Department Head can appoint an acting Division head, subject to MEC approval, to carry out the duties of Division Head until this election is possible.

8.8.7 Term of Office

The term of office of Division heads is two Medical Staff years. Each assumes office on the first day of the Medical Staff year, except that a Division head elected to fill a vacancy assumes office immediately upon election. Each Division head serves until the end of his/her term and until a successor is elected, unless he/she sooner resigns or is removed from office. A Division Head is eligible to succeed himself/herself.

8.8.8 Removal

After selection and ratification, a Division head may be removed for cause by the Department Head, a two-thirds vote of the Division Members on active Staff, or by a two-thirds vote of the MEC.

ARTICLE 9

COMMITTEES

9.1 General Provisions

9.1.1 Designation

- A. The Medical Executive Committee and the other committees described in these Bylaws shall be standing committees of the Medical Staff unless otherwise indicated.
- B. The Chairperson of the Medical Executive Committee, a standing committee, or a Department may create subcommittees, or Ad-Hoc committees, in order to carry out specified tasks. These specified tasks must be within the scope of authority of the committee whose chairperson created the committee. Such committees terminate once the specified task is completed and are not standing committees.

9.1.2 Appointment of Members to Committees

- A. The Medical Staff President, with the approval of the MEC, shall appoint chairpersons and members of standing committees unless otherwise specified in the Bylaws. Committee members are appointed for a term of one Medical Staff year unless otherwise specified by the Bylaws, and shall serve either until the end of this period, until the member's successor is appointed, or until the member resigns or is removed from the committee.
- B. Only Medical Staff in good standing may be voting members of any Medical Staff Committee. Other individuals may be appointed to committee positions as either Ex-officio or non-medical Staff members.
- C. For committees that are not standing committees, the person creating the committee shall appoint Chairpersons and Members.

9.1.3 Removal of Committees

Unless otherwise specified in the Bylaws, committee members may be removed by the appointing authority without cause.

9.1.4 Vacancies

Vacancies on any committees shall be filled in the same manner as an original appointment is made.

9.1.5 Conduct of Meeting of Committees

Committee meetings shall be conducted and documented in the manner specified in these Bylaws.

9.1.6 Attendance of Non-Members

Members in good standing of the Medical Staff who are not committee members may attend committee meetings only with the permission of the Chair of the committee.

9.1.7 Accountability

All committees of the Medical Staff are accountable to the Medical Executive Committee.

9.2 Medical Executive Committee

9.2.1 Composition

The Medical Executive Committee (MEC) consists of the following Members of the Medical Staff as voting members:

- 1) President of the Medical Staff;
- 2) President-Elect;
- 3) Past President;
- 4) Clinical Department Heads;
- 5) Division heads;
- 6) The Chairpersons of the following committees shall be voting members of the MEC:
 - A. Administrative Affairs
 - B. Ambulatory Policy
 - C. Credentials
 - D. Patient Safety and Performance Improvement
 - E. Patient Care Policy and Evaluation
- 7) Chief administrators are official members of MEC with regular reporting duties without voting rights. These include the Director of Health Services, the Chief Financial Officer, the Chief Executive Officer of Hospital and Clinics, the Chief Medical Officer, the Chief Nursing Officer, the Chief Operations Officer for CCRM/HC, the Ambulatory Care Medical Director, the Hospital Medical Director, Medical Director of Patient Safety and Performance Improvement, the Chief Medical Informatics Officer, the Residency Program Director and the Medical Director of Contra Costa Health Plan. The Chairperson of the MEC may invite other individuals to participate in the MEC meetings as non-voting guests.

9.2.2 Duties

The Medical Executive Committee shall:

- A. Perform and/or delegate performance of all Medical Staff functions in a manner consistent with the Bylaws and the Rules;
- B. Coordinate and implement the Activities of the committees and the Departments;
- C. Make recommendations regarding Medical Staff membership and privileges;
- D. Initiate and pursue disciplinary or corrective actions when indicated;

- E. Supervise the Medical Staff's compliance with the Medical Staff Bylaws, Rules and policies;
- F. Supervise the Medical Staff's compliance with County laws, rules, policies and procedures;
- G. Supervise the Medical Staff's compliance with state and federal laws and regulations;
- H. Supervise the Medical Staff's compliance with TJC and other applicable accreditation and certification rules;
- I. Regularly report to the Governing Body regarding the status of Medical Staff issues;
- J. Meet monthly to conduct Medical Staff business;
- K. Represent and act on behalf of the Medical Staff in the intervals between Medical Staff meetings, subject only to such specific limitations as may be imposed by those Bylaws.

9.3 Committees

In order to remain in good standing on a committee, a member must attend at least 50 percent of the meetings.

9.3.1 Administrative Affairs Committee

A. Purpose and Meetings

The Administrative Affairs Committee (AAC) fulfills staff responsibilities relating to review and revision of Medical Staff Bylaws and related manuals and forms and assumes the responsibilities for investigating and providing recommendations on such other administrative policy-making and planning matters and activities of concern to the Staff as are referred by the MEC. The AAC oversees the Institutional Review Committee (IRC) which reviews, approves or denies, monitors and evaluates research projects, protocols, and clinical investigations to be conducted within the Medical Services, in compliance with the regulations of the Food and Drug Administration and observing all requirements of any other applicable regulatory authorities for any given study. The AAC may overrule a positive recommendation of the IRC, but the AAC may not approve a study or the use of an investigational agent if disapproved/denied by the IRC. The AAC meets as needed, and reports to the MEC. When appropriate, it shares its monitoring and evaluation findings from research projects with the Patient Safety and Performance Improvement Committee and vice versa.

B. Composition

The Administrative Affairs Committee includes;

- 1) A Physician Chairperson, appointed by the Medical Staff President, subject to MEC approval;
- 2) At least 4-6 additional Staff Members;
- 3) Administrator, with vote; and
- 4) Their members with special expertise as necessary on an ad-hoc basis, without vote.

9.3.2 Ambulatory Policy Committee

A. Purpose and Meetings

The Ambulatory Policy Committee (APC) sets Medical Staff policy in the health centers and acts as a liaison with Nursing and Administration for coordination of policies and procedures under joint Medical Staff-Administration or Medical Staff-Nursing purview.

APC develops policies to resolve issues that affect more than one Medical Staff Department and focuses on policies and projects that relate to quality of care, the efficiency of the health centers and patients that relate to quality care, the regulatory compliance. APC coordinates its activities with PSPIC and receives quality assurance reports suggestive of or requiring changes in policies and procedures from individual Medical Staff Departments and from the Ambulatory Subcommittee of PSPIC.

I. Composition

The Ambulatory Policy Committee includes:

- 1) A Physician Chairperson; appointed by the Medical Staff President, subject to MEC approval
- 2) One Staff Member from each Region;
- 3) The Department Head of Family Medicine or his/her designee;
- 4) Representative of the Departments of Obstetrics & Gynecology, Surgery, Pediatrics and Medicine, with vote;
- 5) Other members with special expertise as needed on an ad-hoc basis without vote;
- 6) Director of Health Information Management as needed on an ad-hoc basis without vote;
- 7) A representative of the Allied Health Professionals, without vote;
- 8) Ambulatory Care Medical Director without vote;
- 9) Chief Nursing Officer without vote.

9.3.3 Bioethics Committee

A. Purpose and Meetings

The Bioethics Committee provides a multi-disciplinary forum for the development of guidelines for consideration of cases and issues having bioethical implications; development and implementation of procedures for the review of such cases; development and/or review of institutional policies regarding care and treatment in cases or issues having bioethical implications; consultation with concerned parties to facilitate and education of the hospital staff regarding bioethical matters. The committee will meet regularly (at least six (6) times yearly) and will also provide a mechanism for other meetings as necessary to perform the case consultation functions. The committee chair will report to the Medical Executive Committee.

B. Composition

The Bioethics Committee includes;

- 1) A physician chairperson appointed by the Medical Staff President subject to Medical Executive Committee approval;
- 2) Multi-disciplinary representation selected to represent the various clinical services of the medical and nursing staff, ancillary support services (such as social workers, chaplains, etc.) and lay members. At least a third of the committee membership will be physicians;
- 3) A member representing hospital administration; and
- 4) The committee may invite other professional or community lay members to be utilized when discussing issues involving their particular clinical, ethnic, religious or other background.

9.3.4 Cancer Committee

A. Purpose and Meetings

The Cancer Committee is a multi-disciplinary committee that organizes, conducts and evaluates hospital-wide oncology services and the cancer registry. The committee assures that full oncology services including surgery, chemotherapy, radiation therapy, as well as rehabilitation and hospice care are available to all patients. The committee will develop and monitor annual goals and objectives for clinical care, community outreach, quality improvement and programmatic endeavors related to cancer care. The committee is responsible for establishing and monitoring the Cancer Conference format, frequency and multi-disciplinary attendance. The committee will ascertain if there is a need for specific educational programs both professional and public based on survival and comparison data. The committee will also supervise the Cancer Registry for quality control of case-funding, abstracting, staging, reporting and follow-up. The committee will conduct a minimum of two patient care evaluation studies annually, one to include survival data. The committee will meet at least quarterly or more often as needed and communicate as necessary with the Patient Safety and Performance Improvement Committee. The committee will designate one coordinator for each of the four areas of Cancer Committee activity: Cancer Conference, quality control of the cancer registry, quality improvement and community outreach.

B. Composition

The Cancer Committee includes:

- 1) A Physician chairperson appointed by the Medical Staff President, subject to Medical Executive Committee approval;

- 2) At least five (5) additional Medical Staff Members including representation from Surgery, Pathology, Hematology/Oncology, Family Practice, and Diagnostic Imaging;
- 3) Cancer Liaison Physician;
- 4) Representation for Administration, Social Services, Nursing, and the American Cancer Society all with vote; and
- 5) The Cancer Registrar, who will act as staff to the Cancer Committee, with vote.

9.3.5 Continuing Medical Education Committee

A. Purpose and Meetings

The Continuing Medical Education Committee (CMEC) directs the development of CME programs for the Staff responsive to quality assurance findings and to developments pertinent at the Hospital and apprises the Staff of outside education opportunities. It coordinates the educational activities of the Departments and of the Staff and Hospital Department. The CMEC also analyzes the status and needs of, and makes recommendations regarding, the medical library services. It meets at least quarterly and more frequently if needed and reports on its activities to the MEC.

B. Composition

The CMEC includes:

- 1) A Chairperson appointed by the Medical Staff President, subject to MEC approval;
- 2) At least two additional Staff Members; and
- 3) Medical Librarian, without vote.

9.3.6 Credentials Committee

A. Purpose and Meetings

The Credentials Committee coordinates the staff credentials function by receiving and analyzing applications and recommendations for appointment, provisional period conclusion or extension, reappointment, clinical privileges, and changes therein, and recommending action therein, and by integrating quality assurance and utilization review and monitoring, membership, and other relevant information into the individual credentials files. It also assists in designing and participates in implementing the credentialing procedures for Allied Health Practitioners. It meets monthly or as necessary and reports to the MEC regarding the credentialing of Staff Members.

B. Composition

The Credentials Committee includes:

- 1) A physician chairperson, appointed by the Medical Staff President, subject to MEC approval; and
- 2) At least 4-6 additional Staff Members, selected to be representative of the Departments and major clinical specialties.

9.3.7 Informatics Advisory Committee

A. Purpose and Meetings

The Informatics Advisory Committee provides governance in informatics and Information Technology (IT)-related clinical systems. It prioritizes issues, reports and optimization and acts as a liaison between medical staff departments and IT/clinical informatics.

I. Composition

- 1) Chief Medical Informatics Officer (CMIO) who serves as Chair
- 2) Director of Nursing Informatics
- 3) Director of Medical Outpatient Informatics
- 4) Director of Medical Inpatient Informatics
- 5) A representative of each department.

9.3.8 Institutional Review Committee

A. Purpose and Meetings

The Institutional Review Committee shall review and have authority to: approve, require modification in (to secure approval), or disapprove all research activities within the Hospital and Health Centers; approve, require modification in, or disapprove the use of investigation drugs or devices in individuals (i.e. “compassionate use” cases); receive prompt notification of the emergency use of investigational drugs or devices and approve, require modification in or, disapprove their continued use; continue, require modifications in or terminate any ongoing studies at intervals of not greater than twelve (12) months; immediately terminate or suspend any research not conducted in accordance with the IRC’s requirements or that has been associated with unexpected serious harm to subjects; ensure all compliance with federal informed consent regulations regarding investigational use of drugs and devices; and assure the protection of the rights and welfare of all human subjects. The Institutional Review Committee shall meet semi-annually or more often as necessary to fulfill its obligations. If the Institutional Review Committee disapproves of any activity within its purview, that decision is final. The Institutional Review Committee chairperson reports to the Administrative Affairs Committee.

B. Composition

The Institutional Review Committee includes:

- 1) A Chairperson appointed by the Chairperson of the Administrative Affairs Committee, subject to Medical Executive Committee approval;
- 2) At least one member of each gender;

- 3) At least one member from outside the medical profession;
- 4) At least one non-scientist;
- 5) At least one member not affiliated with the Hospital and Health Centers; and
- 6) A total of at least five (5) members, including representative ethnic and cultural backgrounds, of the community.

9.3.9 Inter-Disciplinary Practice Committee

A. Purpose and Meetings

The Inter-Disciplinary Practice Committee (IPC) shall perform functions consistent with the requirements of law and regulations (Title 22 of the California Code of Regulations, Section 70706). Method for the approval of standardized procedures in accordance with sections 2725 of the Business and Professions Code in which affirmative approval of the administrator or designee and a majority of the physicians and a majority of registered nurse members would be required. The IPC shall routinely report to the MEC; and, in addition, shall submit an annual report to the MEC. The IPC shall meet at least annually, or more often as necessary.

B. Composition

The IPC shall consist of:

- 1) A Physician Chairperson, appointed by the Medical Staff President, subject to MEC approval;
- 2) A Director of Nursing, or Designee: such as the clinical services director of Public Health who has oversight over NP/AHP function;
- 3) An Administrator, or designee: such as the Ambulatory Care Medical Director;
- 4) Chair of the Credentials Committee;
- 5) Nurse Practitioner Division Head
- 6) Two (2) additional allied health professionals, appointed by the IPC Chairperson, in consultation with the NP Division Head
- 7) A medical staff representative from the clinical psychology department.
- 8) Additional Allied Health Professionals who are performing or will perform functions requiring standardized procedures will be appointed by the IPC Chair on a temporary basis when issues pertaining to their functions are discussed.
- 9) Additional physician members of the medical staff physicians and/or registered nurses may be appointed by the physician chair person or the director of nursing, respectively, to maintain equal numbers of each on the committee in accordance with Title 22 of the California Code of Regulations, Section 70706.

9.3.10 Joint Conference Committee

A. Purpose and Meetings

The Joint Conference Committee constitutes a forum between the Medical Staff, the Administration and the Governing Body. Two members of the Medical Executive Committee who serve at the will of the Medical Executive Committee represent the Medical Staff. These members shall act as directed by the MEC in their capacity as members of the Joint Conference Committee.

The Governing Body and the Administration shall have representation pursuant to authority separate from these Bylaws.

9.3.11 Medical Staff Assistance Committee

A. Purpose and Meetings

In order to improve the quality of care and promote the well-being of the Medical Staff, the Medical Staff Assistance Committee (MSAC) receives reports related to health concerns, well-being, or impairment of Medical Staff Members, and other Licensed Independent Practitioners (LIPs) and, as it deems appropriate, investigates such reports. With respect to matters involving individual Medical Staff Members and other LIPs, the committee may, on a voluntary basis, provide such advice, counseling, or referrals as may seem appropriate. Such activities shall be confidential; however, in the event information received by the committee clearly demonstrates that the health or known impairment of a Medical Staff Member or LIP poses an unreasonable risk of harm to patients, that information may be referred for corrective action.

The process that the MSAC uses to accomplish these goals includes:

- 1) Education of the Medical Staff and other organization staff about illness and impairment recognition issues specific to the Medical Staff Member or licensed independent practitioners;
- 2) Self-referral by a physician or Licensed Independent Practitioner (LIP) and referral by other organization staff;
- 3) Referral of the Physician, or the affected LIP to the appropriate professional internal or external resources for diagnosis and treatment of the condition or concern;
- 4) Maintenance of the confidentiality of the Physician, or LIP seeking referral or referred for assistance except as limited by law, ethical obligation, or when the safety of a patient is threatened;
- 5) Evaluation of the credibility of a complaint, allegation, or concern;
- 6) Monitoring of the Physician, or affected LIP and the safety of patients until the rehabilitation or any disciplinary process is complete;

- 7) Reporting to the Medical Staff leadership instances in which a Physician or LIP is providing unsafe treatment; and
- 8) Initiating appropriate action when a Physician or LIP fails to complete the required rehabilitation program.

The committee shall also consider general matters related to the health and well-being of the Medical Staff, and, with the approval of the Medical Executive Committee, develop educational programs or related activities. The Medical Staff Assistance Committee shall meet as often as necessary, but at least quarterly. It shall maintain only such record of its proceedings as it deems advisable but shall report on its activities on a routine basis to the Medical Executive Committee.

B. Composition

The Medical Staff Assistance Committee includes;

- 1) A Physician Chairperson, appointed by the Medical Staff President, subject to Medical Executive Committee approval;
- 2) At least two (2) additional practitioners; and
- 3) A Member of the Resident staff.

Except for the resident, who shall serve on the committee for one (1) year, each member shall serve for a term of three (3) years, and the term shall be staggered as deemed appropriate by the Medical Executive Committee to achieve continuity. In so far as possible, members of this committee shall not serve as active participants on other peer review or quality assurance committees while serving on this committee.

The Chairperson may appoint additional individuals who are not members of the Medical Staff, including non-physicians, when such appointment may materially increase the effectiveness of the work of the committee. These individuals shall serve for a term that shall be determined by the Chairperson.

9.3.12 Informatics Clinical Communication Committee (ICCC)

A. Purpose and Meetings

The Informatics Clinical Communication Committee addresses clinical workflows to enhance patient safety and maximize efficient care. The InBasket is the hub of communication and information flow in the electronic health record. The committee brings together provider, nursing, ancillary and technical representative to design, build, and troubleshoot processes to allow providers, nurses, and ancillary staff to care for patients safely and efficiently.

The committee will meet at least monthly and more frequently as needed.

B. Composition

- 1) A Chairperson appointed jointly by the Chief Medical Informatics Officer and the Medical Staff President

- 2) Family and Adult Medicine Department Representative
- 3) Pediatrics Department Representative
- 4) Internal and Specialty Medicine Representative
- 5) At least one (1) representative from Nursing Administration
- 6) At least one (1) representative from Nursing Informatics
- 7) A representative from the Public Health Division
- 8) A representative from the Information Technology Department
- 9) A representative from the Residency Program

In addition, the committee will seek representation from departments whose workflows appear on the meeting agenda, including the various ancillary services departments.

This ICCC Chair or his/her designee shall report to the Medical Executive Committee on an annual basis. The ICCC will make recommendations to IAC and operations leadership as appropriate.

9.3.13 Patient Care Policy and Evaluation Committee

A. Purpose and Meetings

The Patient Care Policy and Evaluation (PCP&E) Committee monitors, assesses and recommends improvements to the MEC for:

- 1) The clinical and medical records policies and rules of the Medical Staff and of its inpatient clinical units and diagnostic and therapeutic support services (including OR/PAR, ER, CCU's, etc.);
- 2) Medical-related aspects of infection control policies;
- 3) Pharmacy and therapeutics policies and practices; and
- 4) Blood and blood products usage policies and practices.

It also acts as liaison with Nursing and Administration for review and coordination of policies, procedures, rules or regulations under joint Medical Staff-Administration or Medical Staff-Nursing purview and coordinates its activities with those of the Ambulatory Policy Committee. The PCP&EC receives quality assurance findings suggestive of or requiring changes. It serves as a forum for identifying and discussing problems in the delivery of patient care services and in the observance of patients' rights. The PCP&EC meets monthly and reports to the MEC.

B. Composition

The Patient Care Policy and Evaluation Committee includes:

- 1) A Physician Chairperson appointed by the Medical Staff President, subject to MEC approval;
- 2) At least 6-8 staff members selected to be representative of major clinical areas;
- 3) A representative of Nursing Service;
- 4) Director of Pharmacy ad-hoc for Pharmacy and Therapeutic function;
- 5) A representative from Pathology Department ad-hoc for blood and blood product review function;
- 6) Manager of Infection Control and Prevention Committee of the Hospital;
- 7) A representative of Administration responsible for policy committee support without vote;
- 8) A Nursing Supervisor/Coordinators for specialty units invited on an ad-hoc basis without vote;
- 9) A representative of other clinical services and professional, technical, administrative support staff participate as consultants in relevant areas of expertise ad-hoc without vote; and
- 10) Director of Health Information management quarterly and as needed without vote.

9.3.14 Patient Safety and Performance Improvement Committee

A. Purpose and Meetings

The Patient Safety and Performance Improvement Committee (PSPIC) has the authority and responsibility for implementing and directing the Quality Management Program for the Hospital. It is responsible for setting the quality management standards, determining criteria by which care will be measured, setting priorities for which aspects of care will be monitored, and analyzing the quality of care studies, indicators, utilization reports, grievances, survey data, and risk management information. A systematic, multi-disciplinary improvement process is followed. It develops an annual plan for performance improvement activities (Quality Management Plan).

B. Composition

The Patient Safety and Performance Improvement Committee includes the following Members:

- 1) A Physician Chairperson, appointed by the Medical Staff President, subject to MEC Approval.
- 3) The Medical Staff President;
- 4) The CCRMC Chief Executive Officer;
- 5) The Director of Pharmacy;
- 6) The Chief Medical Officer;
- 7) The Chief Nursing Officer;
- 8) The Ambulatory Care Medical Director;
- 9) The Chief Operating Officer;
- 10) The Chief Quality officer;
- 12) The past Medical Staff President;
- 13) The Chair of the Patient Care Policy and Evaluation Committee; and
- 14) Two (2) Medical Staff Physician representatives, appointed by the Medical Staff President, subject to MEC approval;
- 15) Patient Safety Officer;
- 16) Director of Safety and Performance Improvement;
- 17) Medical Director of Quality and Safety;
- 18) Hospital Medical Director;
- 19) Specialty Medical Director;
- 20) Hospital Regulatory Compliance Officer;
- 21) Quality Manager Program Coordinator;
- 22) One (1) Medical Staff Member representative from the Behavioral Health Division, appointed by the Medical Staff President, subject to MEC approval.

9.3.15 Peer Review Oversight Committee

A. Purpose and Meetings

The Peer Review Oversight Committee will oversee the peer review that is carried out by the departments. It will supervise the processes, help address systems issues and review cases that involve more than one department.

B. Composition

- 1) The Medical Staff President shall serve as Chair of the Committee;
- 2) Each department will have at least one (1) representative. Large departments will have two (2) representatives one from inpatient and the other from outpatient. Large departments are: Family and Adult Medicine, Internal and Specialty Medicine, Surgery, and Psychiatry/Psychology.

9.3.16 Perinatal Morbidity and Mortality (PM&M) Committee.

A. Function

The Perinatal Morbidity and Mortality Committee (PM&M Committee) is an interdisciplinary committee which monitors perinatal outcomes. It is intended to complement the quality assurance activities of the Departments of Pediatrics and Obstetrics and Gynecology by focusing on those cases whose management involves both obstetrical and pediatric issues. The PM&M Committee reports to the Departments of OB/GYN and Pediatrics.

B. Composition.

The Perinatal Morbidity and Mortality Committee consist of:

- 1) All Members in good standing of the Departments of OB/GYN, Pediatrics and Anesthesia. The individual departments established attendance obligations;
- 2) Nurse Program manager for the Perinatal Unit, Clinical Nurse Specialists for maternity and nursery and the RN Case Coordinator are members, all with voting privileges; and
- 3) Regularly invited members, all without vote, including:
 - (a) Consultant Perinatologist;
 - (b) Consultant Neonatologist;
 - (c) Any Member of the Department of Ambulatory Medicine having obstetrical privilege;
 - (d) Any Member of the Resident Staff presently assigned to the Pediatrics or OB/GYN services or with a particular interest in a case being discussed; and
 - (e) Any member of the nursing staff with a particular interest in a case being discussed. The Nurse Program Manager or his/her designee will maintain a file of confidentiality agreements signed by non-physician attendees.

9.3.17 Professional Affairs Committee

A. Purpose of Meetings

The Professional Affairs Committee consists of the two members of the Governing Body who sit on the Joint Conference Committee. The members of the Professional Affairs Committee shall invite representatives from the Medical Staff and Administration, as appropriate, to its meetings.

B. Composition

The Professional Affairs Committee consists of the two (2) members of the Governing Body who sit on the Joint Conference Committee. The members of the Professional Affairs Committee shall invite representatives from the Medical Staff and Administration, as appropriate, to its meetings.

9.3.18 Utilization Management Committee

A. Purpose and Meetings

The Utilization Management Committee develops and oversees implementation and operation of the utilization management plan relating to inpatient, ambulatory and clinical support services, makes utilization decisions as required under the plan, analyzes utilization profiles and evaluates the effectiveness of the UR program. Physician members of the committee act as the physician advisors required by the UR plan. The URC meets at least quarterly and reports to the Performance Improvement Committee.

B. Composition

The Utilization Management Committee includes:

- 1) A Chairperson appointed by the Chairperson of the PSPIC, subject to MEC approval;
- 2) At least 6-8 additional Medical Staff members, selected to provide broad representation from the Medical Staff;
- 3) At least one (1) representative from Administration, without vote;
- 4) Director of Social Services, without vote;
- 5) Representative from Nursing, without vote;
- 6) Representative from Finance, without vote;
- 7) Representative from Quality Assurance Department, without vote; and
- 8) Director of Health Information Management, without vote.

ARTICLE 10

MEETINGS

10.1 Medical Staff Meetings

10.1.1 Regular Meetings

General Staff meetings will be held quarterly. The Medical Executive Committee may authorize additional regular general Staff meetings by resolution. The resolution authorizing any such additional meeting shall require notice specifying the place, date, and time for the meeting, and that the meeting can transact any business as may come before it.

10.1.2 Special Meetings

A special meeting of the Medical Staff may be held by the Medical Executive Staff President. A special meeting must be held by the President at the written request of the Governing Body, the Chief Medical Officer, the Administrator, the Medical Executive Committee, or 25% of the active staff in good standing.

10.2 Clinical Department and Committee Meetings

10.2.1 Regular Meetings

Clinical Departments, Division, and Committees may establish by resolution the time for regular meetings. No additional notice is required.

10.2.2 Special Meetings

A special meeting of any Department, Division, or Committee may be held by the Head or Chairperson thereof. A special meeting must be held by the Head or Chairperson at the written request of the Administrator, the Medical Executive Committee, the Medical Staff President, the Chief Medical Officer, or 25% of the group's current members in good standing.

10.2.3 Executive (Closed) Session

Any Committee, Department or Division may call itself into executive session at any time during a regular or special meeting. All ex-officio members shall leave during the executive session unless requested to remain by the Chairperson. Accurate and complete minutes must be made and kept of any executive session.

10.3 Quorum

10.3.1 Medical Staff Meetings

The presence of one-third (1/3) of the active Medical Staff at a General or Special Medical Staff meeting shall constitute a quorum for all appropriate actions except the removal of a

Medical Staff Officer. For a meeting considering the removal of a Medical Staff Officer, the quorum shall be one-half (1/2) of the active Medical Staff. Ex-officio members do not count for quorum purposes.

10.3.2 Department and Committee Meetings

For committees, a quorum shall consist of 25% of the members of a committee by no fewer than two (2) members. For Department and division meetings, a quorum shall consist of 25% of the members. Ex-officio members do not count for quorum purposes.

10.4 Manner of Action

Except as otherwise specified, the action of a majority of the members present and voting at a meeting at which a quorum is present shall be the action of the group. A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of members, if any action taken is approved by a least a majority of the required quorum for such meeting, or such greater number as may be specifically required by these Bylaws.

10.5 Notice of Meetings

Written notice of any regular general medical Staff meeting, or any regular committee or Department meeting, not held pursuant to resolution, will be delivered personally or via mail to each person entitled to attend at not less the five (5) days or more than fifteen (15) days before the date of such meeting. Notice of any special meeting of the Medical Staff, a Department, or a committee will be given orally or in writing at least seventy-two (72) hours prior to the meeting. Personal attendance at a meeting constitutes a waiver of notice of such meeting, except when a person attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because of lack of notice. No business shall be transacted at any special meeting except that listed in the meeting notice.

10.6 Minutes

Except as otherwise specified herein, minutes of all meetings will be prepared and retained. They shall include, at a minimum, the date and time of the meeting, a record of the attendance or members and the vote taken on all matters. A copy of the minutes shall be signed by the presiding officer of the meeting and forwarded to the medical Executive Committee.

10.7 Agenda

The Medical Staff president and Medical Executive Committee shall determine the order of business at a meeting of the Medical Staff. The agenda shall include, insofar as feasible:

- 1) Reading and acceptance of the minutes of the last regular meeting and of all special meetings held since the last regular meeting;
- 2) Administrative reports from the Medical Staff president, Departments, Committees, and the Administrator;
- 3) Election of officers when required by these Bylaws;

- 4) Reports by responsible Officers, Committees and Department on the overall results of patient care audits and other quality review, evaluation, and monitoring activities of the Staff and on the fulfillment of other required Staff functions;
- 5) Old business; and
- 6) New business.

10.8 Attendance Requirements

10.8.1 Medical Staff Meetings

The Medical Executive Committee may adopt attendance requirements for the Medical Staff and Department meetings.

10.8.2 Special Attendance

At the discretion of the Chairpersons or presiding Officer, when a Member's practice or conduct is scheduled for discussion at a regular Department, Division or Committee meeting, the Member may be requested to attend. If a suspected deviation from standard clinical practice is involved, the notice shall be given at least seven (7) days prior to the meeting and shall include time and place of the meeting and a general indication of the issue involved. Failure of a Member to appear at any meeting, with respect to which he/she was given such notice, unless excused by the Medical Executive Committee upon a showing of good cause, is grounds for corrective action.

10.9 Conduct of Meetings

Unless otherwise specified, meetings shall be conducted according to Robert's Rules of Order; however, technical or non-substantive departures from such rules shall not invalidate action taken at such a meeting.

ARTICLE 11

CORRECTIVE ACTION

11.1 Corrective Action

11.1.1 Initiation

Any person may provide information to the Medical Executive Committee about the conduct, performance, or competence of its Members. When reliable information indicate a Member may have exhibited acts, demeanor, or conduct reasonably likely to be (a) detrimental to patient safety, (b) unethical or illegal, (c) contrary to the Medical Staff Bylaws and/or rules and regulations, or (d) below applicable professional standards, a request for an investigative and/or corrective action against such Member may be initiated. The President of the Medical Staff, a Department Chair, the Chair of any standing Committee, or the Governing Body may initiate such a request. All requests for corrective action and/or formal investigation shall be in writing, shall be made to the

Medical Executive Committee, and shall be supported by reference to the specific activities or conduct which constitutes the grounds for the request. If the Medical Executive Committee initiates the request, it shall make an appropriate written record of the reasons for the request.

11.1.2 Formal Investigation

If the Medical Executive Committee concludes a formal investigation is warranted, it may conduct the investigation itself, or assign the task to an appropriate medical Staff Officer, Department, or standing or ad-hoc committee of the Medical Staff. If the investigation is delegated, the designee shall proceed with the investigation in a prompt manner and shall provide a written report of the investigation to the Medical Executive Committee as soon as practical. The report may include recommendation for appropriate corrective action. The Member shall be given an opportunity to provide information in a manner and upon such terms as the investigating body deems appropriate. The individual or body investigating the matter may, but is not obligated to, conduct interviews with persons involved; however, such investigation shall not constitute a hearing, nor shall the procedural rules with respect to hearings or appeals apply. Despite the status of any investigation, at all times the Medical Executive Committee shall retain authority and discretion to take whatever action may be warranted by the circumstances, including the imposition of summary suspension, termination of the investigative process, or other action. Any reports that are made to the Medical Executive Committee must be shared promptly with the Member under investigation.

The MEC may also require a medical or psychological exam. The examining physician shall be chosen in the manner described in Section 5.2, however, the Member is not required to pay for the exam.

11.1.3 Medical Executive Committee Action

As soon as practical after the conclusion of the formal investigation (or without a formal investigation if deemed unwarranted), the Medical Executive Committee shall take action that may include, without limitation:

- A. Determining no corrective action is warranted and, if the Executive Committee determines there was no credible evidence for the complaint in the first instance, removing any adverse information from the Member's file;
- B. Deferring action for a reasonable time where circumstances warrant;
- C. Issuing letters of admonition, censure, reprimand, or warning. Nothing herein shall preclude Department Heads from issuing written or oral warnings or counseling. In the event the MEC issues such letters, the affected Member may make a written response which shall be placed in the Member's file;
- D. Recommending the imposition of terms of probation or special limitation upon continued Medical Staff membership or exercise of clinical privileges including,

without limitation, requirements for co-admissions, mandatory consultation, or monitoring;

- E. Recommending reduction, modification, suspension or revocation of clinical privileges;
- F. Recommending reductions of membership status or limitation of any prerogatives directly related to the Member's delivery of patient care;
- G. Recommending suspension, revocation or probation of Medical Staff membership;
- H. Taking other actions that are appropriate under the circumstances.

11.1.4 Subsequent Action

- A. If corrective action as set forth above is recommended by the Medical Executive Committee, the MEC shall notify the Administrator, the Governing Body, and the affected member of the Medical Staff of the recommended action.
- B. The recommendations of the Medical Executive Committee shall be final, unless the affected member or the Governing Body requests a hearing to challenge the recommendations.

11.2 Summary Restriction of Suspension

11.2.1 Criteria for Initiation

Whenever a Member's conduct appears to require that immediate action be taken to protect the life or well-being of patient(s) or to reduce a substantial and imminent likelihood of significant impairment of the life, health, or safety of any patient, prospective patient, or other person, the Governing body, the Administrator, the Medical Staff President, the Medical Executive Committee, or the head of the Department in which the Member holds privileges may summarily restrict or suspend the Medical Staff membership or Clinical Privileges of such member. Unless otherwise stated, the summary restriction or suspension shall become effective immediately, and the person or body responsible shall promptly give written notice to the Member as described below, the Governing Body, the Medical Executive Committee, and the Administrator. The summary restriction or suspension may be limited in duration and shall remain in effect for the period stated or until resolved as set forth herein. Unless otherwise indicated by the terms of the summary restriction or suspension, the Member's patients shall be promptly assigned to another member(s) by the Department Chair or by the Medical Staff President, considering, where feasible, the wishes of the patient in the choice of a substitute Member.

11.2.2 Written Notice of Summary Suspension

Within one working day of imposition of a summary suspension, the affected Medical Staff Member shall be provided with written notice of such suspension. This initial written notice shall include a statement of facts demonstrating that the suspension was necessary because failure to suspend or restrict the practitioner's privileges summarily could

reasonably result in an imminent danger to the health of an individual. The statements of facts provided in this initial notice shall also include a summary of one or more particular incidents giving rise to the assessment of imminent danger. This initial notice shall not substitute for, but is in addition to, the notice required by these Bylaws for further action of the MEC regarding issues related to such a summary suspension.

11.2.3 Medical Executive Committee Action

As soon as practicable after a summary restriction or suspension has been imposed, but no more than ten (10) calendar days thereafter, a meeting of the Medical Executive Committee shall be convened to review and consider the summary suspension or restriction. The Member may attend the meeting and make a statement concerning the issues under investigation on such terms and conditions as the Medical Executive Committee may impose. In no event shall any meeting of the Medical Executive Committee, with or without the Member in attendance, constitute a hearing, nor shall any procedural rules apply. A Member's failure, without good cause, to attend a meeting of the Medical Executive Committee after a written request to attend was mailed to the Member by the Medical Executive Committee, shall constitute a waiver of the Member's right to appear and be heard. The request of the Medical Executive Committee for the Member to attend the meeting shall be made in writing, mailed to Member's last known address by first class mail of the United States Postal Service at least five (5) calendar days before the meeting, and shall inform the Member that his or her failure to attend said meeting shall constitute a waiver of his or her rights to appear and be heard. The Medical Executive Committee may postpone or reschedule the meeting on the written request of the Member. The Medical Executive Committee may modify, continue, vacate, or terminate the summary restriction or suspension. The Medical Executive Committee shall mail the Member written notice of its decision that shall be effective upon deposit in the United States Mail.

11.2.4 Procedural Rights

Unless the Medical Executive Committee terminated or vacates the summary restriction or suspension, the Member is entitled to the procedural rights afforded by these Bylaws.

11.3 Grounds for Automatic Suspensions and/or Restrictions

In certain instances, the Member's Privileges or membership may be suspended or limited as a result of certain occurrences that disqualify the member from membership or the exercise of certain Privileges. These grounds for automatic suspension do not require any action of the MEC or the Governing Body prior to the suspension and/or restriction. If a Member requests a hearing to challenge these automatic suspensions and/or restrictions, the scope of such a hearing is limited. The only question before the Judicial Review Committee in these situations is whether the grounds for automatic suspension have occurred.

11.3.2 Licensure

A. Revocation and Suspension

Whenever a Member's license or other legal credential authorizing practice in the state is revoked or suspended by the applicable licensing or certifying authority, Medical Staff membership and Clinical Privileges shall be automatically revoked as of the date such action becomes effective.

B. Restriction

Whenever a Member's license or other legal credential authorizing practice in this state is limited or restricted by the applicable licensing or certifying authority, any Clinical Privileges which the Member has been granted at the Hospital which are within the scope of said limitation or restriction are automatically limited or restricted in a similar manner, as of the date such action becomes effective and throughout its term.

C. Probation

Whenever a Member is placed on probation by the applicable licensing or certifying authority, his or her membership status and Clinical Privileges are automatically subject to the same terms and conditions of the probation as of the date such action becomes effective and throughout its term.

D. Suspension of Membership when a License is Not Renewed

Expiration:

Whenever a Member's license or other credential authorizing practice in the state expires, Medical Staff Membership and Clinical Privileges shall automatically be suspended. If the member renews his or her license and is effective retroactive, the suspension will be vacated. If it is not renewed within six (6) months, Medical Staff Membership and Privileges shall be automatically revoked.

11.3.3 Controlled Substances

Whenever a Member's DEA certificate is revoked, limited or suspended, the Member automatically and correspondingly be divested of the right to prescribe medications covered by the certificate, as of the date such action becomes effective and throughout its term.

A. Probation

Whenever a Member's DEA certificate is subject to probation, the Member's right to prescribe such medications shall automatically become subject to the same terms of the probation, as of the date such action becomes effective and throughout its term.

11.3.4 Failure to Satisfy Appearance Requirement

Failure of a Member, without good cause, to appear at a Special Appearance is cause for automatic suspension of membership and restriction of Privileges.

11.3.5 Medical Records

Members of the Medical Staff are required to complete medical records within such reasonable time as may be prescribed by the Medical Executive Committee. Failure to comply with the Medical Executive Committee policies regarding completion of medical records is criteria for suspension or other corrective action. If a Member is automatically suspended for incomplete records, his/her membership is automatically reinstated once the medical records are completed. A prolonged period of automatic suspension or a repeated pattern of automatic suspensions for incomplete medical records may be grounds for further corrective action by the Medical Staff and may result in adverse reports to governmental and licensing authorities.

11.3.6 Professional Liability Insurance

Failure to maintain professional liability insurance shall result in the immediate suspension of the Member's Clinical Privileges. Written notice of the suspension shall be mailed to the member at his or her last known address. Said notice shall also state that the member has ninety (90) days to provide proof of professional liability insurance, that the suspension will continue until proof of insurance is provided, and that failure to provide proof of insurance within ninety (90) days shall result in termination of Medical Staff membership. If proof of professional liability insurance is not provided to the Medical Executive Committee within ninety (90) days, the Medical Executive Committee shall mail written notice of termination of Medical Staff membership to the Member at his or her last known address, including the information that he or she is entitled to the procedural rights set forth in these Bylaws.

ARTICLE 12

HEARING AND APPELLATE REVIEWS

12.1 Grounds for Hearing

Except as otherwise specified in these Bylaws, any one or more of the following actions or recommended actions shall be deemed actual or potential adverse action and constitute grounds for a hearing:

- 12.1.1 Denial of Medical Staff Membership;
- 12.1.2 Denial of requested advancement in Staff Membership category;
- 12.1.3 Denial of Medical Staff reappointment;
- 12.1.4 Demotion to lower Medical Staff category;
- 12.1.5 Suspension of Staff Membership;
- 12.1.6 Revocation of Medical Staff Membership;
- 12.1.7 Denial of any requested Clinical Privilege(s) except temporary Privileges;
- 12.1.8 Involuntary reduction of current Clinical Privileges, including temporary Privileges;
- 12.1.9 Suspension of any Clinical Privileges, including temporary Privileges;
- 12.1.10 Termination of any or all Clinical Privileges, including temporary Privileges;
- 12.1.11 Involuntary imposition of significant consultation or monitoring requirements, excluding monitoring incidental to provisional status;
- 12.1.12 Any other restriction(s) on Medical Staff membership or Clinical Privileges which is reportable pursuant to Section 805 of the Business and Professions Code.

12.2 Exhaustion of Remedies

If adverse action described above is taken or recommended, the applicant of Member must exhaust the remedies afforded by these Bylaws before resorting to legal action.

12.3 Requests for Hearing

- 12.3.1 Notice of Action or Proposed Action.

In the event of a proposed or actual action against a Member of the Medical Staff or an applicant, the Medical Staff President shall give the Member or applicant:

- 12.3.2 Prompt notice of the recommendation or action, including a brief description of the reasons for the recommendation or action;

- 12.3.3 Notice of the right to request a hearing;
- 12.3.4 Notice that failure to request a hearing within the prescribed time period and in the proper manner constitutes a waiver of rights to a hearing and to an appellate review on the matter that is the subject of the notice;
- 12.3.5 Notice regarding whether the proposed action, if adopted, is reportable pursuant to Business & Professions Code Section 805 and following;
- 12.3.6 A summary of the rights the Member or applicant will have at the hearing.
- 12.3.7 Requesting a Hearing

The affected Member or applicant must request a hearing within thirty (30) calendar days after the date of the notice of action or proposed action. The request for hearing shall be in writing and address to the Medical Staff President. Failure to make a timely request and in the manner described may result in the denial of a hearing at the discretion of the Medical Executive Committee.

12.3.8 Time and Place for Hearing

Upon receipt of a request for hearing, the Medical Staff President shall schedule a hearing and provide notice to the Member or applicant of the time, place and date of the hearing. The hearing shall commence not less than thirty (30) days or more than ninety (90) days from the date of the Notice of Hearing. When the Member is under summary suspension, the hearing shall commence not more that forty-five (45) days from the date of the Notice of the Hearing is mailed or otherwise delivered to the Member under summary suspension. The Member may waive these time limits if he/she wishes.

12.3.9 Notice of Charges

In the Notice of Hearing, the Medical Staff President shall state the reason(s) for the adverse action taken or recommended, including the acts or omissions with which the Member or applicant is charged and a list of the charges in question, where applicable. In addition, the Medical Staff President shall furnish a list of witnesses the Medical Executive Committee expects will testify on its behalf at the hearing. This list may be amended at a later time should new names emerge.

12.3.10 Judicial Review Committee

When a hearing is requested, the Medical Executive Committee shall appoint a Judicial Review Committee which shall be composed of not less than five (5) Members of the Medical Staff who have not actively participated in the consideration of the matter leading up to the recommendation or action and who are not in direct economic competition with the member charged. The Medical Executive Committee shall designate

one of the five as Chair. Knowledge of the matter involved shall not preclude a Member of the Medical Staff from serving as a member of the Judicial Review Committee. In the event that it is not feasible to appoint a Judicial Review Committee from the Medical Staff, the Medical Executive Committee may appoint practitioners who are not Members of the Medical Staff. The Judicial Review Committee shall include at least one member with the same healing arts licensures as the affected Member. All other members shall have M.D. or D.O. degrees.

12.3.11 Failure to Appear or Proceed

Failure, without good cause, of the Member or applicant to personally attend and proceed at such a hearing shall constitute voluntary acceptance of the recommendations or action at issue.

12.3.12 Postponements and Extensions

Once a hearing is requested, postponements and extension of time beyond the times permitted in these Bylaws may be permitted by the Medical Staff President, the Judicial Review Committee, or its Chairperson on a showing of good cause.

12.4 Hearing Procedure

12.4.1 Pre-hearing Procedure

- A. The Medical Executive Committee or its designee may request, in writing, a list of names and addresses of all persons the Member or applicant anticipates calling to testify at the hearing on the Member's or applicant's behalf. The Member or applicant shall furnish the witness list within seven (7) days of the date of the request. Upon written request, the Medical Executive Committee or its designee shall provide the Member or applicant with copies of all documents upon which the adverse action is based. Upon written request, the Member or applicant shall provide the Medical Executive Committee or its designee with copies of all documents the Member or applicant expects to present at his/her hearing.
- B. It is the duty of the Member or applicant and the Medical Executive Committee or its designee to exercise reasonable diligence in notifying the Chairperson of the Judicial Review Committee of any pending or anticipated procedural disputes as far in advance of the scheduled hearing as possible, in order that decision concerning such matters may be made in advance of the hearing. Objections to any pre-hearing decision may be again made at the hearing.

12.4.2 Representation

The hearings provided for in these Bylaws are for the purpose of intra-professional resolution of matters bearing on professional conduct, professional competency, and/or character. The Member or applicant shall be entitled to representation by legal counsel in

any phase of the hearing and shall receive notice of the right to obtain representation by an attorney at law. In the absence of legal counsel, the Member or applicant shall be entitled to be accompanied by and represented at the hearing by a practitioner licensed to practice in the State of California who is not also an attorney at law. If the Member or applicant is not represented by an attorney, the Medical Executive Committee shall appoint a representative who is not an attorney to represent its position, present the supporting witnesses and material, examine witnesses, and respond to appropriate questions. The Medical Executive Committee shall only be represented by an attorney at law if the Member or applicant is also represented by an attorney.

12.4.3 The Hearing Officer

The Medical Executive Committee shall appoint a Hearing Officer (who may also be the Chair of the Judicial Review Committee) to preside at the hearing. The Hearing Officer will not act as a prosecuting officer or as an advocate. The Hearing Officer shall endeavor to ensure that all participants in the hearing have a reasonable opportunity to be heard and to present relevant oral and documentary evidence in an efficient and expeditious manner, and that proper decorum is maintained. The Hearing Officer shall determine the order of or procedure for presenting evidence and argument during the hearing and shall have the authority and discretion to make all rulings on questions that pertain to matters of law, procedure and/or the admissibility of evidence. If the Hearing Officer determines that any participant is not proceeding in an efficient and expeditious manner, the Hearing Officer may take actions as seems warranted by the circumstances.

12.4.4 Hearing Record

A record of the hearing shall be made that is of sufficient accuracy to permit review by any appellate group that may later be called upon to review the matter. The Judicial Review Committee may determine to make the record by use of (a) a court reporter or (b) by a tape recording and minutes of the proceedings. The Member or applicant may request, in writing, a copy of the hearing record. The copy will be provided to the Member or applicant upon payment of the cost of preparing and copying the record.

12.4.5 Rights of the Parties

Both parties at the hearing may call and examine witnesses for relevant testimony, introduce relevant documents, cross-examine and/or impeach witnesses who have testified on any matter relevant to the issues, and otherwise rebut evidence, as long as these rights are exercised in an efficient and expeditious manner. The Member or applicant may be called by the Medical Executive Committee or its designee and examined as if under cross-examination. The Member or applicant may, at the beginning of the hearing, challenge the membership of the Judicial Review Committee because of alleged conflict of interest on the part of any committee member. Should such a challenge occur, the Medical Staff President may choose to remove and replace the challenged member

(requiring a postponement if necessary) or proceed without removal. If the Medical Staff President chooses to proceed without removal, any challenge by the Member or applicant shall be made succinctly in writing and shall be made part of the hearing record.

12.4.6 Miscellaneous Rules

Judicial rules of evidence and procedure relating to the conduct of the hearing, examination of witnesses, and presentation of evidence, do not apply to a hearing conducted under this Article. Any relevant evidence, including Quality Assurance profiles, credentials files, and hearsay shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the admissibility of such evidence in a court of law. However, no finding of fact may be based solely on hearsay. The Judicial Review Committee may interrogate the witnesses and/or call additional witnesses if it deems such action appropriate. At its discretion, the Judicial Review Committee may request or permit both sides to file written arguments. A Medical Staff Member does not have the right to view or use peer review information of other practitioners as part of the fair hearing process.

12.4.7 Burden of Proof

When a hearing related to denial of initial appointment, denial of requested Department or division membership, denial or restriction of Clinical Privileges, mandatory consultation or supervision requirements as it pertains to an initial application for membership or Privileges, or denial of a request to advance from courtesy to active Staff, or termination due to inactivity, the practitioner has the burden of proving that the adverse action or recommendation lacks a substantial factual basis or that the action is arbitrary, unreasonable, or capricious. Otherwise, the Medical Executive Committee has the burden of proving that the adverse action is warranted and has a substantial factual basis.

12.4.8 Adjournment and Conclusion

After the presentation of the oral and written evidence, oral closing arguments, or written closing arguments, if requested by the Judicial Review Committee, the hearing shall be closed.

12.4.9 Basis for Decision

The decision of the Judicial Review Committee shall be based on the evidence introduced at the hearing, including all logical and reasonable inferences from the evidence and the testimony, and shall be within the constraints of these Bylaws. The decision of the Judicial Review Committee shall be final, subject to the Appeal provision of these Bylaws.

12.4.10 Presence of Judicial Review Committee members and Vote

A majority of the Judicial Review Committee must be present throughout the hearing and deliberations. If the committee member is absent from any part of the proceedings, he/she may not participate in the deliberations or the decision.

12.4.11 Decision of the Judicial Review Committee

- A. The Judicial Review Committee shall make findings of fact.
- B. The Judicial Review Committee may make one of the following decisions based upon the findings of fact:
 - 1) The action of the Medical Executive Committee is sustained;
 - 2) The action of the Medical Executive Committee is overturned; or
 - 3) The action of the Medical Executive Committee is modified. (The modification may be less or more adverse to the Member or applicant than the action of the Medical Executive Committee.)
- C. The Judicial Review Committee shall make its decision by simple majority vote. The numerated results of the vote are not reported in the final report of the Judicial Review Committee.
- D. Within thirty (30) workdays after adjournment of the hearing, the Judicial Review Committee shall render a decision, which shall be in writing. If the Member is currently under suspension, however, the time for the decision and report shall be fifteen (15) workdays. The original report and decision shall be forwarded to the Medical Staff President, the Professional Affairs Committee and the Member or applicant at his or her last known address. The report shall contain the findings of fact, a statement of the reasons in support of the decision, and the decision. The decision of the Judicial Review Committee shall be final, subject to such rights or appeal as set forth in these Bylaws.

12.5 Appeals

12.5.1 Time for Appeal

Within ten (10) calendar days of the date that the report/decision of the Judicial Review Committee is mailed to the Member of applicant, either the Member or applicant or the Medical Executive Committee may request an appellate review of the decision. The written request for such review shall be delivered to the Medical Staff President and mailed or delivered to the other party to the hearing. If a request for appellate review is not made within the specified time period, the decision of the Judicial Review Committee shall be final.

12.5.2 Grounds for Appeal

A written request for an appeal shall include an identification of the grounds for appeal and a clear and concise statement of the fact in support of the appeal. The grounds for

appeal from the hearing shall be: (a) substantial non-compliance with the procedures required by these Bylaws or applicable law which has created demonstrable prejudice; (b) the decision was not supported by substantial evidence based upon the hearing record or such additional information as may be permitted.

12.5.3 Time, Place and Notice

If an appellate review is to be conducted, the appeal board shall, within thirty (30) days after receipt of notice of appeal, schedule a review date and cause each side to be given notice of the time, place and date of the appellate review. The date of appellate review shall not be less than thirty (30) nor more than sixty (60) days from the date of such notice, provided, however, that when a request for appellate review concerns a Member who is under suspension which is then in effect, the appellate review shall be held as soon as the arrangements may reasonably be made, not to exceed fifteen (15) days from the date of the notice. The time for appellate review may be extended by the appeal board for good cause.

12.5.4 Appeal Board

The Governing Body, or an authorized committee of the Governing Body, shall sit as the Appeal Board. Knowledge of the matter involved shall not preclude any person from serving as a member of the Appeal Board, so long as that person did not take part in a prior hearing on the same matter. The Appeal Board may select an attorney to assist it in the proceeding, but that attorney shall not be entitled to vote with respect to the appeal.

12.5.5 Appeal Procedure

The proceeding by the Appeal Board shall be in the nature of an appellate hearing based upon the record of the hearing before the Judicial Review Committee, provided that the Appeal Board may accept additional oral or written evidence, subject to a foundational showing that such evidence could not have been made available to the Judicial Review Committee in the exercise of reasonable diligence and subject to the same rights of cross-examination or confrontation provided at the Judicial Review Hearing; or the Appeal Board may remand the matter to the judicial Review Committee for the taking of further evidence and for decision. Each party shall have the right to be represented by legal counsel in connection with the appeal, to present a written statement in support of his or her position on appeal and, in its sole discretion, the Appeal Board shall present its written recommendations as to whether the Governing Body should affirm, modify, or reverse the Judicial Review Committee decision, or remand the matter to the Judicial Review Committee for further review and decision.

12.5.6 Decision

- A. Except as otherwise provided herein, within thirty (30) days after the conclusion of the appellate review proceeding, the Governing Body shall render a decision in writing and shall forward copies thereof to each side involved in the hearing.
- B. The Governing Body may affirm, modify, or reverse the decision of the Judicial Review Committee or remand the matter to the Judicial Review Committee for reconsideration. If the matter is remanded to the Judicial Review Committee for further review and recommendation, said committee shall promptly conduct its review and make its recommendations to the Governing Body. This further review and the time required to report back shall not exceed thirty (30) days in duration except as the parties may otherwise agree or for good cause as jointly determined by the Chairpersons of the Governing Body and the Judicial Review Committee.
- C. In the event the decision of the Governing Body is unfavorable to the applicant or Member, that action shall become final. In the event the decision is favorable, that action also shall become final unless the Medical Executive Committee elects within fifteen (15) days to submit the matter to an ad-hoc committee. This ad-hoc committee shall be composed of two (2) members of the Governing Body (appointed by the Chair of the Governing Body) and two (2) Members of the Medical Staff (as appointed by the Medical Staff President) and shall have access to the records from the hearing and appeal. The decision of this committee shall be in writing within thirty (30) days of receipt of the matter unless extended for good cause. The decision of this committee shall specify the reasons for the action taken and shall be forwarded to the Governing Body who shall reconsider its action, and then render a final decision.

12.5.7 Right to One Hearing

No Member or applicant shall be entitled to more than one evidentiary hearing and one appellate review on any matter that has been the subject of adverse action or recommendation.

12.6 Exceptions to Hearing Rights

12.6.1 Automatic Suspension or Limitations of Practice Privileges.

In the circumstances set forth in these Bylaws causing Automatic Suspension, the issues which may be considered at a hearing, if requested, shall not include evidence designed to show that the determination by the licensing or credentialing authority was unwarranted, but only (1) whether the revocation, suspension, restriction, or probation occurred, (2) the terms of any restrictions, or probation, and (3) whether the Member may continue to practice in the Hospital with the Limitations imposed by the licensing or credentialing authority.

12.6.2 Expunction of Disciplinary Action.

Upon petition, the Medical Executive Committee, in its sole discretion, may expunge previous disciplinary action upon a showing of good cause or rehabilitation.

ARTICLE 13

CONFIDENTIALITY

13.1 General

Discussion, deliberation, records and proceedings of all meetings of all Medical Staff committees having the responsibility of evaluation and improvement of quality care rendered in this Hospital, including, but not limited to meetings of the Medical Staff meeting as a committee of the whole, meeting of Departments and Division, meeting of Committees, and meetings of special and ad-hoc committees and including information regarding any Member or applicant to the Medical Staff, shall be confidential to the fullest extent permitted by law.

“Records” includes, but is not limited to, the credentials and quality assurance profiles of individual practitioners and the records of all Medical Staff credentialing, peer review, and quality review activities.

Records will be disclosed only in the furtherance of credentialing, peer review, and quality review activities, and only as specifically permitted under the condition described in this Article, or otherwise required by law.

Records that are disclosed to the Governing Body of the Hospital or its authorized representatives, in order for the Governing Body to discharge its lawful obligations and responsibilities, shall be maintained as confidential.

13.2 Breach of Confidentiality

Inasmuch as effective peer review and consideration of the qualifications of Medical Staff Members and applicants to perform specific procedures must be based on free and candid discussions, any breach of confidentiality provision of these Bylaws, except in conjunction with other Hospital, professional society, or licensing authority duties, is unauthorized conduct for any Medical Staff member and is grounds for corrective action.

13.3 Protection

All Medical Staff records shall be maintained in the Medical Staff Office and in the Quality Assurance Department. Such records shall be maintained in locking cabinets under the custody of the Chairpersons of the Credentials Committee and the Patient Safety and Performance Improvement Committee or their designees. The profile cabinets will be locked except during such times as these Chairpersons or their designees are able to monitor access to the records.

13.4 Access by persons or Agencies Outside the Jurisdiction of the Hospital

13.4.1 Credentialing or Peer Review at Other Hospitals

The Medical Staff president, the Credentials Committee Chairperson or the designee of either, may release information contained in a credentials profile in response to a request from another hospital or its Medical Staff. That request must include information that the practitioner is a member of the requesting hospital's Medical Staff, exercise privileges at the requesting hospital, or is an applicant for Medical Staff membership or privileges at that hospital, and must include a release for such records signed by the concerned practitioner.

13.4.2 Requests by Hospital Surveyor/Investigators

Hospital surveyor/investigators are entitled to inspect records (excluding quality assurance profiles, which shall not be made available to any persons or agencies outside the jurisdiction of the Hospital) covered by this Article on the hospital premises in the presence of the Medical Staff President (or designee), provided that:

- A. No originals or copies may be removed from the premises;
- B. Access is only with concurrence of the Administrator (or designee) and the Medical Staff President (or designee); and
- C. The surveyor demonstrates the following to Hospital and Medical Staff representatives;
 - 1) That the surveyor has specific statutory or regulatory authority to review the requested materials;
 - 2) That the materials sought are directly relevant to the matter being investigated;
 - 3) That the materials sought are the most direct and least intrusive means to carry out the pending investigation or survey, bearing in mind that credentials profiles regarding individual practitioners are confidential materials;
 - 4) That sufficient specificity is provided to allow for the production of individual documents without undue burden to the Hospital or Medical Staff; and
 - 5) That in the case of a request for documents with physician identifiers, the need for such identifiers is documented.
 - 6) Additionally, at the discretion of the Medical Staff President and the Administrator, the surveyor may be asked to sign a statement acknowledging notification of the provisions of confidentiality. If he/she declines to sign, it will be noted at the bottom of the prepared statement that the surveyor, identified by name, has declined to sign but has been provided a copy of confidentiality provisions.

13.4.3 Subpoenas

All subpoenas of Medical Staff records shall be referred to the Administrator, who shall have the option of consulting legal counsel for the purpose of formulation a response.

The Administrator shall notify the Medical Staff President when a subpoena for Medical Staff records is received.

13.4.4 Requests from Licensing Boards

Current law allows the California Medical Board, the Board of Osteopathic Examiners, and the Board of Dental Examiners to review certain materials pertaining to Medical Staff hearings concerning corrective action recommendations or decisions. Given the current requirements of law, copies of the following records of a Medical Staff disciplinary hearing shall be made available to the appropriate licensing board upon the specific request of such board:

- A. The Notice of Charges presented to the practitioner before the beginning of a Medical Staff hearing;
- B. Any document, medical record, or other exhibit received in evidence at the hearing; and/or,
- C. Any written opinion, finding, or conclusions of the Medical Staff hearing committee that were made available to the concerned practitioner.

In the event that the concerned practitioner did not request a hearing as per these Bylaws, the Notice of Action or Proposed Action shall be made available

The Medical Staff President, or designee, must review and approve the disclosure before it is made. Any request for documents other than those cited above shall be disclosed only in accordance with this Article.

13.4.5 Other Requests

All other requests for information contained in the Medical Staff records shall be forwarded to the Medical Staff President and the Administrator for an appropriate response.

13.5 Access by Persons within the Jurisdiction of the Hospital

13.5.1 Quality Assurance Profiles

- A. Any practitioner may review his/her Quality Assurance profiles and/or work folder without cause and without approval by giving timely notice in writing to the designee of the Medical Executive Committee. An observer shall be present when the practitioner is reviewing his/her profile. When a Member has reviewed his/her profile as provided under this section, he/she may request a correction or deletion of information in his/her Quality Assurance profile by written request to the Medical Executive Committee. Such a request shall include a statement of the basis for the action requested. The request will be considered and acted upon in accordance with the Bylaws.

- B. Except as noted above, no Member of the Medical Staff, other than those specified in the Bylaws, may be provided with access to a practitioner's Quality Assurance profile and/or work folder. No member of the Hospital Administration or the Governing Body may be provided with access to practitioner's Quality Assurance profile or work folder, except as required by the administrative hearing process in these Bylaws. The individual practitioner under review will be notified in writing whenever this request occurs.
- C. Quality Assurance profiles may be submitted as evidence during a fair hearing conducted pursuant to these Bylaws.

13.5.2 Credential Files

A Medical Staff Member shall be granted access to his/her own credentials files, subject to the following provisions;

- A. The request shall give timely notice to the Medical Staff President or his/her designee;
- B. The Member may review, and receive a copy of, only those documents provided by or personally address to the Member. A summary of all other information, including peer review committee findings, letters of reference, monitoring reports, complaints, etc., shall be provided to the Member in a timely manner, in writing, by the Medical Staff President or designee. Such summary shall disclose the substance, but not the source, of the information summarized;
- C. The review by the Member shall take place in the Medical Staff Office, during normal working hours, in the presence of the Medical Staff President or designee.

13.5.3 When a Member has reviewed his/her file, he/she may address to the Medical Staff President a written request for correction or deletion of information in his/her credentials files. Such request shall include a statement of the basis for the action requested. The Medical Staff President shall review such a request within a reasonable time and shall recommend to the Medical Executive Committee after such review whether to make the correction or deletion requested. The Medical Executive Committee, when so informed, shall either grant or deny the request by a majority vote. The Member shall be notified promptly, in writing, of the decision of the Medical Executive Committee. In any case, a Member shall have the right to add to his/her own credentials profile a statement responding to any information contained in the file.

13.5.4 The Medical Staff President, Department Chairpersons, committee chairpersons, the Chief Medical Officer, and the Administrator shall have access to credentials files to the extent necessary to perform their official duties. Medical Staff committee members shall have access only to the records of committees on which they serve.

13.5.5 No members of the Hospital Administrator or the Governing Body will be given access to a practitioner's credentials file; however, the Governing Body or its designee, consistent

with its ultimate responsibility to oversee quality or care, may wish to have an individual practitioner's credentials profile evaluated for specific reasons of concern. The individual practitioner under review must be immediately notified in writing whenever this request occurs.

ARTICLE 14

GENERAL PROVISIONS

14.1 Rules and Regulations

The Medical Staff must annually review the Rules. The procedure for adopting, amending, and repealing the Rules is set forth in Article 15 of the Bylaws. Once a rule or regulations is adopted or amended by the Governing Body, it is effective and governs applicants and Members of the Medical Staff. If there is a conflict between the Bylaws and the Rules, the Bylaws prevail. The process set forth in Article 15 of the Bylaws is the sole method for the initiation, adoption, amendment, and repeal of medical Staff Rules.

14.2 Dues or Assessments

The Medical Executive Committee shall annually recommend the amount of annual dues or assessments, if any, for each category of Medical Staff membership, subject to the approval of the Medical Staff, and to determine the manner of expenditure of such funds.

14.3 Construction of Terms and Headings

The captions or headings in these Bylaws are for convenience only and are not intended to limit or define the scope of or affect any of the substantive provisions of these Bylaws. These Bylaws apply with equal force to both genders wherever either term is used.

14.4 Authority to Act

Any Member or Members who act in the name of this Medical Staff without proper authority shall be subject to such disciplinary action, as the Medical Executive Committee may deem appropriate.

14.5 Division of Fees

Any division of fees by Members of the Medical Staff is forbidden and any such division of fees shall be cause for exclusion or expulsion from the Medical Staff.

14.6 Special Notices

Except as otherwise provided in these Bylaws, all notices, demands and requests required or permitted to be mailed shall be in writing addressed to the last known address provided by the Member, sealed, with postage fully paid, and deposited in the United States Postal Service. In the alternative, any notice, demand, or request that is required or permitted to be mailed may be hand-delivered. If the official records of the Medical Staff and the Hospital contain different addresses, the notice, request or demand shall be mailed to both addresses.

14.7 Requirements for Elections of Medical Staff President, Department Heads, Division heads and for Bylaws Amendments

14.7.1 Elections by Secret Ballot:

All elections shall be by secret ballot.

14.7.2 Eligibility to Vote:

Only active Members of the Medical Staff in Good Standing may vote in elections governed by these Bylaws. An active Member of the Medical Staff is one who has been approved for active status by the Governing Body at least seven (7) days before the day ballots are mailed.

14.7.3 Mailing Address:

It is the responsibility of each Member of the Medical Staff to provide the Medical Staff Office with his/her current mailing address. Ballots will be mailed to the last address provided by the Medical Staff Member.

14.7.4 Runoff Elections:

A candidate shall be elected by a majority of the votes cast. If no candidate receives a majority vote on the first ballot, a runoff election shall be conducted as soon as is practical between the two candidates who received the highest pluralities. If the runoff election results in a tie, the election shall be repeated. If there is still a tie, the Medical Staff president will cast the deciding vote. If the election is for the Medical Staff President, the Medical Executive Committee will decide.

14.7.5 Voting within Committees and Departments:

At the discretion of the Department Chair, ballots may be by voice, by hand, or by secret ballot. However, at the request of any voting Member within that committee or Department, that vote shall be by secret ballot. Voting Members are determined in accordance with these Bylaws.

14.8 Disclosure of Interest.

All nominees for election or appointment to Medical Staff offices, Department Chairs, or the Medical Executive Committee shall, at least twenty (20) days prior to the date of election or appointment, disclose in writing to the Medical Executive Committee those personal, professional, and financial affiliations and relationships of which they are reasonably aware that could foreseeably result in a conflict of interest with their activities or responsibilities on behalf of the Medical Staff.

14.9 Authorization, Immunity, and Releases.

14.9.1 Authorization and Conditions.

By applying for or exercising clinical privileges within this hospital, an applicant;

- A. Authorizes representatives of the hospital and the Medical Staff to solicit, provide, and act upon information bearing upon, or reasonably believed to bear upon, the applicant's professional ability and qualifications;
- B. Authorized persons and organizations to provide information concerning such practitioner to the Medical Staff;
- C. Agrees to be bound by the provisions of this Article and to waive all legal claims against any representative of the Medical Staff or the hospital who acts in accordance with the provisions of these Bylaws; and
- D. Acknowledges that the provisions of these Bylaws are express conditions to an application for Medical Staff membership, the continuation of such membership, and to the exercise of clinical privileges at this hospital.

14.9.2 Releases.

Each applicant or Member shall, upon request of the Medical Staff or hospital, execute general and specific releases as necessary to carry out the provision of these Bylaws.

14.10 Standards for History and Physical Examination.

14.10.1 The complete history and physical examination (H&P), as required for the patient's medical record, shall be completed within twenty-four (24) hours after admission of the patient, and, in case a patient is admitted for surgery, shall be completed prior to the time surgery is done. When the history and physical examination is dictated, a holding note must be recorded in the medical record at the time of examination. A history and physical may be performed up to thirty (30) days in advance provided a durable and legible copy is inserted into the inpatient medical record no later than twenty (24) hours after admission and is updated as appropriate.

14.10.2 Special Standards for Elective Surgery.

The following procedure is to be followed when scheduling a patient for either elective outpatient surgery or elective surgery to be done on the day of admission (for general or regional anesthesia.)

14.10.3 The scheduling surgeon must schedule the patient for a pre-op H&P to be done within thirty (30) days prior to surgery. The surgeon must clearly enter in the medical record:

- A. The procedure being scheduled and type of anesthesia;
- B. The surgical indications;
- C. Whether the patient is to be admitted following the surgery.

10.10.4 It is the responsibility of the surgeon scheduling the procedure to obtain informed consent from the patient at the time it is scheduled, having explained the risks and benefits to the patient.

10.10.5 The pre-op H&P and all ordered tests will be reviewed by the anesthesiologist prior to surgery. The provider performing the H&P and/or the primary care provider may be consulted in evaluation of abnormal results prior to cancellation of surgery.

ARTICLE 15

ADOPTION AND AMENDMENT OF BYLAWS AND RULES

15.1 Annual Review.

These Bylaws and the Rules shall be reviewed annually by the Medical Executive Committee.

15.2 Procedure.

Upon the request of the Medical Staff President, the Medical Executive Committee, the Administrative Affairs Committee, or upon timely written petition signed by at least 10% of the Members of the Medical Staff in Good Standing who are entitled to vote, consideration shall be given to the adoption, amendment or repeal of these Bylaws or Rules.

15.3 Medical Staff Action.

These Bylaws and Rules may be adopted, amended, or repealed by:

15.3.1 The affirmative vote of a majority of the active Staff Members in Good Standing present at a regular or special Staff Meeting at which a quorum attends, provided that the proposed documents or amendments are made available to Staff Members entitled to vote thereon no less than two (2) weeks before balloting with or at the time of notice of the meeting; or

15.3.2 The affirmative vote of a majority of ballots returned by Members in Good Standing, provided that a copy of the proposed documents or amendments are made available to each Staff member entitled to vote thereon no less than two (2) weeks before balloting, and provided that no less than two (2) weeks' time interval exists between the date the ballot was mailed to active Members and the due date of the ballot.

All elections to adopt amend or repeal the Bylaws or Rules and Regulations shall be conducted in accordance with these Bylaws.

15.4 Approval.

By laws and Rules changes adopted by the Medical Staff shall not become effective until approved by the Governing Body. Neither the Medical Staff nor the Governing Body may unilaterally amend the Bylaws or Rules.

15.5 Exclusivity.

The mechanism described herein shall be the sole method for the initiation, adoption, amendment, and/or repeal of the Bylaws or Rules.

Rules and Regulations

These Rules and Regulations are adopted pursuant to Article 15 of the Medical Staff Bylaws. These Rules use the same Definitions as the ones described in the Bylaws. The Rules specifically include those policies and procedures that are referenced herein.

1. General Rules

A. Admissions

1. All admissions of patients are subject to rules delineated in the Medical Staff Bylaws, specific department policies and hospital policies.

B. Continuous Responsibility for Patients

1. Inpatient

- a. The attending physician is responsible for the complete and continuing care of his/her patients. He/she is required to keep appropriate personnel informed as to where he/she can be reached in case of emergency and shall designate at least one physician to render emergency or other necessary patient care if he/she is not available. Each patient shall be reassessed daily.

2. Outpatient

- a. Primary Care Providers are responsible for their panel of patients as described in the Ambulatory Care Policies.

C. Medical Records

1. General Provisions

- a. Abbreviations
 - i. An "Unacceptable Abbreviations List" is posted throughout the hospital and clinics. Copies may be obtained from Medical Records.
- b. Records Belonging to Health Services Department
 - i. Refer to Hospital Policy 705 – Removal, Retention and Destruction of Protected Health Information. All medical records and other records relating to the admission, care and discharge of a patient are the property of the Contra Costa County Health Services Department and may be removed from the Health Services Department's jurisdiction and safekeeping only in accordance with a subpoena, court order or other statute. In case of readmission of any patient, all previous records shall be available to the attending physician.

- c. Electronic Signature
 - i. Approved electronic signature of medical records is acceptable for chart completion.

2. Completion of Records

- a. Inpatient Records
 - i. Responsibilities of the Members of Medical Staff and General Provisions
- b. Content of Staff Entry
 - i. The attending physician shall be responsible for preparing a complete medical record for each patient as described in Hospital Policy 706 – Medical Record Content. This record shall include at least the following minimum information.
 - ii. Patients shall be discharged only upon the order of the attending physician or another physician acting as his/her representative. At the time the patient is discharged, the attending physician shall complete the medical record, indicate the reason for admission, state the final diagnosis, record treatment and/or procedures performed, describe the condition of the patient on discharge, including specific comparison with condition on admission and any specific instructions given the patient and/or family (e.g., diet, medication, physical activity and follow-up care.) When pre-printed instructions are given to the patient, the record should so indicate and a sample of the instruction sheet in use at the time must be kept on file in the Medical Records Department. All medical record entries must be signed and dated.
 - iii. When a patient has been hospitalized a discharge summary is required.
 - iv. All surgery performed shall be fully described by the operating surgeon in the patient's medical record. Such description shall include a detailed account of the technique used, identification of tissues and foreign material removed, if any, and a description of the findings. Such description shall be done immediately after surgery is concluded. A brief interim operative note shall be placed in the medical record immediately after surgery is concluded if the complete note is not immediately visible in the electronic health record.
 - v. At the discretion of the attending physician, tissues and foreign materials removed in surgery shall be submitted, together with adequate clinical information, to the pathologist on duty. The Pathology Department may establish appropriate guidelines.
 - vi. In addition to the operating surgeon's report, the record of every operation involving use of an anesthetic other than local shall include a proper anesthetic record and a post-anesthetic follow-up report.

- vii. Standards for History and Physical Examination. The complete history and physical examination (H&P), as required for the patient's medical record, shall be completed within twenty-four (24) hours after admission of the patient, and, in case a patient is admitted for surgery, shall be completed prior to the time surgery is done. When the history and physical examination is done a holding note must be recorded in the medical record at the time of examination. History and physical may be performed up to thirty (30) days in advance provided a durable and legible copy is inserted into the inpatient medical record no later than twenty-four (24) hours after admission of the patient, and, in case a patient is admitted for surgery, shall be completed prior to the time surgery is done. When the history and physical examination is done a holding note must be recorded in the medical record at the time of examination,. A history and physical may be performed up to thirty (30) days in advance provided a durable and legible copy is inserted into the inpatient medical record no later than twenty-four (24) hours after admission and is updated as appropriate. At a minimum the H&P will include the following sections: HPI, Problem List, Allergies, Medications, Physical Exam, and Assessment/Plan.
- viii. Special Standards for Elective Surgery. The following procedure is to be followed when scheduling a patient for either elective outpatient surgery or elective surgery to be done on the day of admission (for general or regional anesthesia.)
1. The scheduling surgeon must schedule the patient for a pre-op H&P to be done within thirty (30) days prior to the surgery. The surgeon must clearly enter in the medical record:
 - a. The procedure being scheduled and type of anesthesia;
 - b. The surgical indications;
 - c. Whether the patient is to be admitted following the surgery.
 2. It is the responsibility of the surgeon scheduling the procedure to obtain informed consent from the patient at the time it is scheduled, having explained the risks and benefits to the patient.
 3. A History and Physical shall be done on all pre-op patients.
 4. Pre-op lab work should be scheduled within two weeks prior to surgery.
 5. The pre-op H&P and all ordered tests will be reviewed by the anesthesiologist prior to surgery. The provider performing the H&P and/or the primary care provider may be consulted in evaluating abnormal results prior to cancellation of surgery.

3. Delinquency

- a. All charts must be completed within the time limits specified below. A “complete medical record” is defined as one that meets all criteria as set forth.

i). Inpatient and Surgery

Document	Time Due
Discharge Summary.....	Thirteen (13) days post discharge
Inpatient History/Physical.....	Twenty-four (24) hours post admission
Interval History/Physical.....	Less than twenty-four (24) hours prior to surgery
Operative Report.....	Immediately after surgery
Pre-anesthesia evaluation.....	Must be completed prior to being placed under anesthesia unless extreme emergency
Post-Anesthesia note.....	6 hours after conclusion of anesthesia
Verbal orders.....	Authenticated by twenty-four (24) hours for IV Fluid or IV drug orders; all others within 48 hours
Other inpatient documentation as required by law, including;	At hospital discharge
<ul style="list-style-type: none"> a) Diagnostic and therapeutic orders; b) Clinical observations and results of therapy; c) Reports of procedures, tests, and their results; d) Conclusions at the termination of care. e) All inpatient dictations. 	}
	Must be signed within thirteen (13) days and are delinquent after the fourteenth (14 th) day.

ii. Outpatient Records

- a. Providers are encouraged to chart as soon as possible after visit. At a minimum, the diagnosis and treatment plan shall be charted at the time of the visit. The provider note must be complete within twenty-four (24) hours.
- b. Outpatient notes should contain the following elements:
 - i. Patient identification.
 - ii. Date of visit.
 - iii. Relevant history or pertinent update of the illness or injury.
 - iv. Physical findings, if applicable.
 - v. Results of tests and other studies, if applicable.
 - vi. Diagnostic assessment.
 - vii. Treatment plan, including prescriptions.
 - viii. Results of treatment rendered during the visit, if applicable.

- ix. Patient teaching, including instructions given to the patient and/or family and follow-up care.

4. *Disciplinary Proceedings*

a. Process

- i. An incomplete chart is considered delinquent fourteen (14) days after the due date as specified at 1.C.3.a. Automatic initiation of disciplinary proceedings for the responsible practitioner will occur as soon as a chart becomes delinquent.
- ii. A letter will be sent to the practitioner responsible for the delinquent records from Health Information Management. The Medical Staff Office will also contact the practitioner, using the contact information provided to the office by the practitioner. Practitioners are responsible for making sure their contact information is up to date.
- iii. The letter shall state:
 - A. The list of delinquent records;
 - B. That failure to complete delinquencies within seven (7) days will result in suspension of all Medical Staff Privileges and Staff Membership by the Medical Staff President until the stated delinquent charts are completed.
- iv. If delinquent records referred to in the letter are not completed with seven (7) days, the Medical Staff President shall immediately suspend all Medical Staff Privileges and Membership until the delinquent charts are properly completed. The Medical Staff President will notify the appropriate Department Heads, the Executive Director of the Hospital, Chief Medical Officer and the Residency Director as appropriate.

b. Further Sanctions

- i. Any practitioner suspended for a cumulative total of thirty (30) days or more during any 12-month period will be reported to the Medical Board of California by the Medical Staff President.

D. Medical Orders

1. *Inpatient*

- a. All orders must be reconciled when a patient is transferred into or out of the Critical Care units (ICU and IMCU.)
 - i. Orders can be dictated or telephoned to a health professional listed below and later signed by the attending physician, or, in case of treatment required in the absence of the attending physician, by the physician then responsible for the patient's care/ Verbal orders shall be accepted and entered by a licensed nurse, occupational

therapist, physical therapist, licensed respiratory therapist or speech therapist, registered pharmacist or registered dietician only and such action will be limited to urgent circumstances.

- ii. Verbal orders are not valid for orders to limit or remove lifesaving procedures.
- iii. There are no routine or standing orders regarding patient care or ordering of diagnostic tests.

2. Outpatient

- a. Outpatient orders should be entered in the medical records. Any verbal orders must be co-signed by the M.D. or FNP within twenty-four (24) hours.

E. CPR

- 1. Although a “Basic CPR” certificate is not required for Medical Staff membership, it is strongly encouraged for all those physicians in patient care. Individual Departments may require it for membership.

F. Disaster Assignments: Refer to Hospital Disaster Plan

- 1. Contra Costa Regional Health Center & Health Centers maintains a disaster plan based upon the Hospital Emergency Incident Command System (HEICS) which delineates the administrative structure for disaster responses. Each individual Department also has in place disaster and evacuation plans.
- 2. Employed members of the Medical Staff are designated automatically as disaster workers in the event of a disaster. Other members of the Medical Staff are eligible to participate in disaster work, as is volunteer staff under the guidelines of disaster credentialing as delineated in the Medical Staff Bylaws.

G. Consultation Policy

- 1. All providers are expected to seek consultation and advice whenever they encounter a situation in the course of caring for a patient in whom they are not confident of their own ability or knowledge. They should also seek consultation when it become evident that the patient is not comfortable with the diagnosis or management of his or her problem. Consultation may be obtained from Members of the Staff who are privileged to care for the problem for which the advice is sought, and his or her report shall be included in the medical record. The consultation report should be placed in the medical report.
- 2. Except where consultation is precluded by emergency circumstances, the attending physician shall consult with another qualified physician in all of the following cases:
 - a. All major surgical cases in which the patient is not a good risk.
 - b. In all cases in which the diagnosis is obscure or in which there is doubt as to the best therapeutic measures to be utilized.

H. Operating Room Policies

1. *Consents:*

- a. Except in cases of emergency, no surgery shall be performed except pursuant to written informed consent from the patient or his/her legal representative, and all other persons, if any, from whom consent is required.
 - i. History and physical examination;
 - ii. Pre-operative diagnosis;
 - iii. All necessary Laboratory and X-ray work;
 - iv. Pre-anesthetic evaluation in all cases receiving a general anesthetic;
- b. If, in any surgical cases, the foregoing requirements are not met prior to the time scheduled for surgery, the operation shall be canceled by the Operating Room Supervisor or designee and rescheduled unless the attending physician documents that such delay would be detrimental to the patient.

2. *Prompt attendance of surgeon and attendants:*

Surgeons and attendants must be in the operating room and ready to commence surgery at the time scheduled.

I. Supervision of ~~House Staff~~Resident Physicians

1. ~~House staff~~Resident physicians shall have appropriate supervision present at all times regardless of patient complexity or ~~house staff proficiency capabilities~~resident competency. ~~This supervision shall be accessible and available particularly when house staff capability is exceeded.~~ All medical care provided by resident staff is under the supervision of members of the Medical Staff with appropriate privileges. Such care shall be in accordance with the provision of a program approved by and in conformity with the Accreditation Council on Graduate Medical Education of the American Medical Association and the American Osteopathic Association. Residents must be supervised by members of the Medical Staff in such a way that the trainee assumes progressively increasing responsibility for patient care according to their level of training, ability and experience.

2. Inpatient Supervision

~~Resident physicians~~House staff shall identify a Medical Staff member as the attending ~~of~~ record on the admission orders of all patients admitted to the hospital. All critically ill patients admitted by the ~~house staff~~resident physician shall be discussed with an attending physician. Teaching rounds shall be held daily. ~~Junior house staff shall receive close attending supervision, proficiency monitoring and patient care responsibilities whenever possible. After hours supervision shall be provided by either in-house Medical Staff coverage or Department dependent call mechanisms.~~

- a.

- b. All “~~No CPR/DNR/DNI~~” orders entered by ~~house staff~~resident physicians shall document concurrent discussion with a member of the Medical Staff.
- c. Medical Staff co-signatories are needed for all resident physicians for the following medical records and documents:
 - i. Inpatient History and Physical
 - ~~ii. Pre-anesthesia Evaluation~~
 - ii. Consultative Reports
 - iii. Procedure notes and operative reports
 - ~~ii.~~

~~Procedure Notes and Operative Reports~~

3. Outpatient Supervision

- a. ~~More detailed and specific house staff~~Detailed and specific resident supervision rules and policies are located in the ~~specific Department rules and regulations manual of Contra Costa Regional Medical Center. Graduate Medical Education (GME) Policies and Procedures manual.~~ A copy of ~~these policies is also~~this manual is located in the residency office or an electronic version is available.

i. Prescriptions

- A. All ~~unlicensed~~first year residents, even if they have a post-graduate training license, must have all prescriptions co-signed.

ii. Family Medicine Clinics

- A. All ~~family medicine~~ resident physicians must have a ~~Department of Family Medicine member~~preceptor with appropriate privileges assigned to supervise and precept them. This preceptor must be immediately available and have adequate time for teaching.
- B. All medical record entries by medical students must be co-signed by a provider with privileges.

iii. Specialty Clinics

- A. A staff physician will directly supervise all residents working in a specialty clinic. ~~The First-year~~ resident physicians are expected to discuss all patients with their supervising physician before the patient leaves. ~~Second and third year residents should discuss most cases with their supervising physician.~~ The supervising physician should be identified on the consultation.
- B. All medical record entries by medical students must be co-signed by a provider with privileges.

J. On-Call Response Time

- 1. Departments shall determine and monitor appropriate on-call procedures for their specific services.

K. Processing and Delivery of Ordered Blood Products

- 1. Blood products ordered by any physician shall be provided by the Blood Bank/Transfusion Service without delay. If questionable indications for transfusion are felt to be present, the

pathologist, while processing of this order proceeds without delay, will attempt to discuss this issue with the ordering physician. If, after discussion, the pathologist still believes the request to be questionable, he/she will report this case to the appropriate Department or committee for review.

2. The physician who has primary responsibility for the patient has the final say in decision making, although we encourage a team approach utilizing dialogue between the clinician and the transfusion service.

L. Collection and Expenditures of Medical Staff Funds

1. Application Fees

- a. Each application may be assessed an application non-refundable processing fee. This fee shall be Three Hundred Dollars (\$300) and shall also be considered as payment of any dues, for which the applicant shall be liable during the period of the initial appointment, should the applicant be appointed to the staff. The fee for applications for Courtesy, Honorary, Temporary, Administrative, Allied Health Professional, and Telemedicine Staff shall be One Hundred and Fifty Dollars (\$150)
- b. In the event that the applicant is not accepted, no portion of this applications fee shall be refunded. In special circumstances as defined by the Credentials Committee and the Medical Executive Committee, this application fee may be waived.

2. Medical Staff Dues

- a. The Medical Executive Committee shall have the power to determine the amount of biennial reappointment dues. The following dues are currently in effect:
 - i. Active Staff:

Two Hundred Dollars (\$200) for each two-year reappointment
 - ii. Courtesy, Honorary, Temporary, Administrative, Allied Health Professional, and Telemedicine Staff:

One Hundred Dollars (\$100) for each two-year reappointment

3. Reappointment Late Processing Fees

- a. Pursuant to the Bylaws and the Rules, the Medical Staff is authorized to collect late processing fees. An application for reappointment is late when less than one hundred fifty (150) calendar days remain until the end of Members' term. In addition to the regular reappointment fee, the following late processing fees are assessed:
 - i. At one hundred fifty (150) days from the end of a term – Fifty dollars (\$50) – (may be waived in extenuating circumstances, such as vacation);
 - ii. At one hundred twenty (120) days from the end of the term – Fifty dollars (\$50) more for a total penalty of one hundred dollars (\$100) – (may not be waived);
 - iii. At ninety (90) days from the end of the term – Fifty dollars (\$50) more for a total penalty of one hundred fifty dollars (\$150),

- iv. At ninety (90) days, all fees must be paid in full and application must be complete or reappointment application is not processed and the membership is deemed to have expired automatically at the end of the term. If the member submits a new application for membership in the medical staff within six (6) months of the expiration of the appointment, he/she must pay the one hundred fifty dollar (\$150) penalty in addition to the application fee.

4. Expenditure of Funds

- a. The Medical Executive Committee shall determine the method of disbursement of Medical Staff funds. The Medical Executive Committee may appoint a Medical Staff Funds Advisory Committee to advise the Medical Executive Committee regarding such expenditures.
- b. If an Advisory Committee is appointed, it shall study the various possible uses for the funds and recommend specific expenditures, including specific dollar amounts, to the Medical Executive Committee on an annual basis or more often as appropriate.
- c. The Medical Executive Committee shall retain ultimate control of these funds. The Medical Executive Committee may deposit these funds in any accounts it deems suitable.
 - i. Any account shall have the following co-signers:
 - A. The Medical Staff President
 - B. The Medical Staff President-Elect
 - C. The Immediate Past President of the Medical Staff
 - D. The Chair(s) of the Administrative Affairs Committee
 - E. Two Medical Staff Coordinators as designated by the Medical Executive Committee
 - ii. Any two (2) of these co-signers may distribute Medical Staff funds provided at least one co-signer is a Member of the Medical Staff. Any disbursement of funds greater than ~~threefive~~ hundred dollars (>\$~~5300~~) must be approved in advance by the Medical Executive Committee. Any disbursement of funds of ~~threefive~~ hundred dollars or less (<=\$~~5300~~) may be authorized by any two (2) of the cosigners listed above. Any such disbursement of funds without the advance approval of the Medical Executive Committee must be reported to the Medical Executive Committee by the Medical Staff President at the next regularly scheduled Medical Executive Committee meeting.

M. Medical Staff Evaluation and Development

1. Each Member of the active Medical Staff shall be reviewed no less often than every eleven (11) months by his/her Department Head on a form approved by the Medical Executive Committee. The purpose of this evaluation shall be to facilitate verbal and documented communications between the Department Head and the Staff Member in an attempt to acknowledge the Staff Member's areas of excellence and to identify those areas which can be improved.
2. The Medical Staff President shall evaluate the Department Heads in the same manner after consultation with the Members of his/her department. If the Department Head is also the Medical Staff President, an individual designated by the Credentials Committee shall evaluate him or her.
3. Upon completion, the evaluator and the Medical Staff Member shall meet face to face and each receives a copy of the evaluation, with additional copy to be placed in the individual's

credentials file. The copy in the credential's file shall be used by the Credentials Committee during the reappointment process. The Staff Member may request modification of this.

4. This evaluation shall be sent to the credentials file and the information in the credentials files shall be used for Medical Staff purposes only.

N. Other Policy Manuals

1. From time to time, policies are legally created and adopted by the Governing Body, the Administration, Nursing, and particular administrative departments. To the extent that these policies are not in conflict with the Medical Staff Bylaws, the Rules, or Medical Staff Policies, the Medical staff shall abide by the extraneous policy. If these extraneous policies are in conflict with the Bylaws, the Rules, or Medical Staff Policies, the Medical Executive Committee shall review the conflicting policies and recommend appropriate changes. When the extraneous policies have a negative impact upon the quality of patient care, the Medical Executive Committee shall also review the policy and make appropriate recommendation to assure quality care. In all cases, the Medical Staff must abide by the requirements of the Bylaws and the Rules.

APPROVED: COUNTY COUNSEL: *date*

APPROVED: CCRMC HCs MEC *date*

APPROVED: Board of Supervisors *date*



**Contra Costa Regional Medical Center
& Health Centers**

Medical Staff Bylaws

Rules & Regulations

2021 DRAFT

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Definitions

The following definitions apply to these Medical Staff Bylaws:

1. Administrator means the Chief Executive Officer of Contra Costa Regional Medical Center and Health Centers and her/his designee.
2. Chief Resident(s) means the fourth (4th) year resident(s) that is/are chosen by “Core Faculty” (as identified by the Residency Program Director).
3. Allied Health Practitioners (AHP) are those non-Medical Staff member practitioners described in Article 4 below.
4. Clinical Privileges or Privileges means permission, granted by this Medical Staff to members of the Medical Staff, to provide specific diagnostic, therapeutic, medical, dental, podiatric, surgical, psychiatric or psychology services.
5. AHP Clinical Privileges or Service Authorizations means permission granted by the Governing Body, upon the recommendation of the Interdisciplinary Practice Committee and the Medical Staff, to provide diagnostic and therapeutic services within the scope of the AHP’s training and expertise.
6. County means County of Contra Costa, California.
7. Department or Clinical Department means a clinical structure of the Medical Staff as further identified in these Bylaws.
8. Department Head means the practitioner elected or appointed, pursuant to these Bylaws to be responsible for the function of a Clinical Department.
9. Medical Director of Contra Costa Regional Medical Center, also referred to simply as the Medical Director, means the physician appointed by the Administrator to oversee clinical activities of the hospital.
10. Chief Medical Officer of the Health Services Department means the physician appointed by the Director of the Health Services Department to oversee the clinical activities of the Health Services Department.
11. Ex-officio means service as a member of a body by virtue of an office or positions held and, unless expressly provided, without voting rights.
12. Governing Body means the County Board of Supervisors.
13. Hospital or Medical Center means the Contra Costa Regional Medical Center and Health Centers.
14. Health Centers means the outpatient clinical facilities operated by the County where the Members of this Medical Staff provide patient care.
15. Medical Staff Year means the twelve (12)-month period commencing on the first of July of each year and ending on the thirtieth (30th) of June of the following year.
16. Member or Medical Staff Member means any Practitioner or Resident who has been appointed to the Medical Staff pursuant to these Bylaws.
17. Member in Good Standing means a Member of the Medical Staff who is not under a suspension.

18. Physician means an individual with a M.D. or D.O. degree who is currently licensed to practice medicine in the State of California.
19. Practitioner means a physician, dentist, clinical psychologist, or podiatrist who is currently licensed by the State of California to provide patient care services.
20. Residency Director means the physician who directs the postgraduate Family Medicine training program sponsored by Contra Costa Health Services.
21. Resident means a physician in training who is participating in a residency program approved by the Accreditation Council for Graduate Medical Education (ACGME) or American Osteopathic Association (AOA).
22. Rules or Rules and Regulations mean the Medical Staff Rules and Regulations that are contained under separate cover and are adopted pursuant to the Bylaws.

DRAFT

ARTICLE 1

NAME AND PURPOSES

- 1.1 The name of this organization is the Medical Staff of the Contra Costa Regional Medical Center and Health Centers.
- 1.2 The Medical Staff purposes are:
 - 1) To assure that all patients treated by any of its members receive the best possible care.
 - 2) To provide for professional performance that is consistent with the mission and goals of Contra Costa Health Services.
 - 3) To maintain Rules for the Medical Staff to carry out its responsibilities for the professional work performed in the Hospital and Health Centers.
 - 4) To provide a means for the Medical Staff, Governing Body and Hospital Administration to discuss issues of mutual concern.
 - 5) To provide for accountability of the Medical Staff to the Governing Body.

ARTICLE 2

MEMBERSHIP

2.1 Nature of Membership

Appointment to the Medical Staff shall confer only such privileges and prerogatives as have been granted by the governing body in accordance with these bylaws. Only Members of the Medical Staff or Allied Health Professionals as defined in article 4 may care for patients in our Hospital and Health Centers.

2.2 Eligibility and Qualifications for Membership

2.2.1 General Qualifications

Privileges and membership on the Medical Staff shall be extended only to practitioners who are professionally and ethically competent and continuously meet the qualifications, standards, and requirements set forth in these Medical Staff Bylaws, Rules and Regulations and the Medical Staff policies.

Except for Honorary, Resident and Administrative membership, only physicians, dentists, podiatrists and clinical psychologists who:

- A. Document current, valid, unrestricted licensure; adequate experience, education and training; professional and ethical competence; good judgment; adequate physical and mental health status; and current eligibility to participate in Medicare, Medicaid or other federally-sponsored health care programs
- B. Abide by the ethics of their profession; work cooperatively with others; maintain confidentiality as required by law; and will participate in and discharge their

responsibilities as required by the Medical Staff shall be deemed to possess the basic qualifications and eligibility for membership on the Medical Staff.

2.2.2 Specific Qualifications:

To be eligible and qualified for Medical Staff Membership and Privileges, the practitioner must meet the basic standards outlined above in Section 2.2.1, 'Eligibility and Qualifications for Membership,' and in these Specific Qualifications:

A. No record of criminal conviction of Medicare, Medicaid, or insurance fraud and abuse, payment of civil money penalties for same, or exclusion from such programs. No record of denial, revocation, relinquishment or termination of appointment or clinical privileges at any hospital for reasons related to professional competence or conduct.

B. Physicians seeking membership privileges or reappointment must meet the following criteria:

1) Successful completion of a postgraduate residency training program accredited by either the Accreditation Council for Graduate Medical Education (ACGME) or the American Osteopathic Association (AOA).

and

2) Current board certification or board eligibility leading to certification (with achievement of certification within the required time frame set forth by the respective boards). Board Certification shall be from an American Board of Medical Specialties (ABMS) or the American Osteopathic Association (AOA).

C. Resident Physicians seeking membership to the Medical Staff must meet all of the following criteria:

1) Have a valid M.D., D.O. or equivalent degree.

2) Be accepted for training by a residency program affiliated with Contra Costa Regional Medical Center and be a member in good standing in their program.

3) Obtain a Postgraduate Training License (PTL) from the Medical Board of California within 180 days of the commencement of residency training, which must be maintained throughout the resident physician's residency training.

4) Agree to be supervised by a licensed attending physician member of the Medical Staff for any patient care in which the resident physician is involved.

D. Controlled Substance Prescriber. Practitioner members on the Medical Staff must have a current, valid, unrestricted Federal DEA number/registration if prescribing controlled substances.

E. Dentists. An applicant for dental membership on the Medical Staff must have a DDS or equivalent degree. The Practitioner must have a current, valid, unrestricted license to practice dentistry issued by California Board of Dental Examiners.

F. Podiatrists. An application for Podiatric Membership in the Medical Staff must have a D.P.M. or equivalent degree. The Practitioner must have a current, valid, unrestricted license to practice podiatry issued by the California Board of Podiatric Medicine.

G. Clinical Psychologists. An applicant for Clinical Psychologist Membership on the Medical Staff must have a doctorate degree in psychology. The Practitioner must have a current, valid, unrestricted license to practice clinical psychology issued by the California Board of Psychology.

2.3 Waiver of Qualifications

The Credentials Committee may recommend that certain eligibility criteria be waived by the Medical Executive Committee (MEC.) The Practitioner must demonstrate that he or she has the equivalent qualifications or that exceptional circumstances exist which warrant granting the waiver. The Practitioner has no right to have his or her waiver request considered or granted and denial of a waiver confers no right to a hearing or appellate review.

2.4 Membership Requirements

An applicant for Membership appointment or reappointment on the Medical Staff must document his or her adequate experience, education, and training in the requested Privileges. The applicant must demonstrate current professional competence and good judgment in the use of such Privileges. The applicant must demonstrate his or her ability to exercise such Privileges for quality patient care at a level recognized as appropriate to a similar professional within the community. The MEC must determine that the applicant adheres to the lawful ethics of his or her profession; is able to work cooperatively with others in the Hospital so as not to adversely affect patient care or Hospital operations; and is willing and able to participate in and properly discharge Medical Staff responsibilities as describes in these Bylaws, the Rule and Regulations and applicable Medical Staff Policy.

2.5 Effect of Other Affiliations

No Practitioner is entitled to Medical Staff Membership merely because he or she holds a certain degree, is licensed to practice medicine in this or in any other state, is a member of any professional organization, is certified by any clinical board, or because he or she had, or presently has, Medical Staff Membership or Privileges at another health care facility.

2.6 Nondiscrimination

No person in the Medical Staff or seeking admission thereto shall be appointed, promoted, disciplined, reduced, removed or in any way favored, disfavored, or discriminated on the basis of political, religious or union activities, age, sex, gender, gender identity, gender expression, sexual orientation, race, religion, color, national origin, physical or mental impairment, marital status or disability that does not pose a threat to the quality of patient care or substantially impair the ability to fulfill required staff obligations.

2.7 General Responsibilities of Medical Staff Membership

Each Medical Staff Member or Allied Health Professional exercising Privileges in the Hospital and Health Centers shall continuously meet all of the following responsibilities:

- 2.7.1 Provide his or her patients with care meeting the professional standards of the Medical Staff of this Hospital.
- 2.7.2 Abide by the Medical Staff Bylaws and the Rules and all other lawful standards, policies, and rules of the Medical Staff and the Hospital.
- 2.7.3 Abide by all applicable laws and regulations of governmental agencies and comply with applicable standards of The Joint Commission (TJC).
- 2.7.4 Discharge such Medical Staff, department, division, committee, and service functions for which he or she is responsible by appointment, election, or otherwise.
- 2.7.5 Prepare and complete in a timely manner the Medical and the required records for all patients to whom the Practitioner in any way provides services to the Hospital.
- 2.7.6 Abide by the ethical principles of his or her profession.
- 2.7.7 Work cooperatively with other Medical Staff Members, nurses, administrators, and other members of the health care team so as not to adversely affect patient care.
- 2.7.8 Participate in educational programs approved by the Medical Staff and designed to improve the quality of patient care.
- 2.7.9 Refuse to engage in any improper inducements for patient care referrals.
- 2.7.10 Make appropriate arrangements for coverage for his or her patients when an absence is anticipated.
- 2.7.11 Complete continuing education programs that are required by the Medical Staff.
- 2.7.12 Participate in emergency service coverage and consultation (on-call) panels as may be required by the Medical Staff.
- 2.7.13 Accept responsibility for participating in Medical Staff Focused Professional Practice Evaluation (FPPE) in accordance with the Bylaws.
- 2.7.14 Pay Medical Staff dues and assessments within sixty (60) days of invoice receipt.
- 2.7.15 Participate in the resident training program as requested by the Residency Director.
- 2.7.16 Promptly notify the Medical Staff Office of any professional liability action the member is involved in as soon as the member becomes aware of his or her involvement.
- 2.7.17 Participate in quality assurance programs as determined by the Medical Staff.

2.7.18 Discharge such other duties and obligations as may be lawfully established from time to time by the Medical Staff, the Medical Executive Committee, the Member's Department, or the Administrator.

2.8 Professional Conduct

2.8.1 Statement of Policy

The Medical Staff is committed to providing a workplace free of sexual harassment or discrimination as well as unlawful harassment or discrimination based upon age, ancestry, color, marital status, medical condition, mental disability, physical disability, national origin, race, religion, gender, or sexual orientation. The Medical Staff does not tolerate harassment or discrimination by Medical Staff Members of resident physicians, support staff, County employees, patients, or other Medical Staff Members.

2.8.2 Harassment Defined

- A. Harassment is unwelcome verbal, visual, or physical conduct that creates an intimidating, offensive or hostile working environment or that interferes with work performance. Such conduct constitutes harassment when:
- 1) Submission to the conduct is made either an implicit or explicit condition of employment;
 - 2) Submission to or rejection of the conduct is used as the basis for an employment decision; or
 - 3) The harassment unreasonably interferes with work performance or creates an intimidating, hostile or offensive work environment.

2.8.3 Harassing conduct can take many forms and includes, but is not limited to, slurs, jokes, statements, gestures, pictures, or cartoons regarding a person's age, ancestry, color, marital status, medical condition, mental disability, physical disability, national origin, race, religion, gender or sexual orientation. Sexually harassing conduct in particular includes all of these prohibited actions as well as requests for sexual favors, conversations containing sexual comments, and unwelcome sexual advances.

2.8.4 Investigation and Corrective Action

- A. Every complaint of harassment, unlawful discrimination or retaliation made to the Medical Staff will be investigated thoroughly and promptly. The Medical Staff will attempt to protect the privacy of individuals involved in the investigation when appropriate. The Medical Staff will not tolerate retaliation against anyone who reports harassing conduct. Other entities, such as the County and legal authorities, may also separately investigate such complaints. When appropriate, the Medical Staff shall share investigatory information with such authorities.
- B. If the Medical Staff determines that harassment occurred, the Medical Staff will take corrective action up to and including termination of Medical Staff Privileges or

Membership. Corrective actions taken by the Medical Staff related to such harassing conduct are not grounds for a hearing unless those actions affect a Member's Privileges or Membership status on the Medical Staff. When appropriate, corrective action may include reporting the harassment to appropriate legal, administrative, and governing authorities.

ARTICLE 3

CATEGORIES OF THE MEDICAL STAFF

3.1 Categories

The Medical Staff Members are divided into the following categories of membership: honorary, administrative, active, courtesy, provisional, resident, and temporary. Each Medical Staff Member shall be assigned to a Medical Staff category based upon the respective qualifications set forth in these Bylaws. Members of each Medical Staff category shall have the respective prerogatives and responsibilities as set forth in these Bylaws. Action may be initiated to change the Medical Staff category to terminate the membership of any Member who fails to meet the qualifications or fulfill the responsibilities as described in the Bylaws. Changes in Medical Staff category shall not be grounds for hearing unless it affects the Member's Clinical Privileges.

3.1.1 The Honorary Medical Staff

The honorary Medical Staff consists of practitioners who are not active in the Hospital or who are honored by emeritus positions. These may be practitioners who have retired from active hospital practice or who are of outstanding reputation, not necessarily residing in the community. Honorary staff members are not eligible to admit, care for or consult on patients, to vote, to hold office, or to serve on standing Medical Staff.

3.1.2 The Administrative Medical Staff

A. Qualifications

- 1) Administrative category membership shall be held by any physician, who is not otherwise eligible for another staff category and who solely performs ongoing medical administrative activities.
- 2) Document their (1) current licensure, (2) adequate experience, education and training, (3) good judgment, and (4) current physical and mental health status, so as to demonstrate to the satisfaction of the Medical Staff they are professionally and ethically competent to exercise their duties;

B. Prerogatives

The Administration Staff shall be entitled to attend meetings of the Medical Staff and various departments and education programs but shall have no right to vote at such

meetings. Administrative Staff members shall not be eligible to hold office in the Medical Staff Organization, admit patients, or exercise clinical privileges.

3.1.3 The Active Medical Staff

A. Qualifications

The active staff consists of physicians, dentists, podiatrists, and licensed clinical psychologists, each of whom;

- 1) Meets the qualifications for Medical Staff membership set forth in the Bylaws;
- 2) Has an office and residence that, in the opinion of the Medical Executive Committee, is located closely enough to the Hospital to provide appropriate continuity of quality care;
- 3) Regularly admits patients to the Hospital, is regularly involved in the care of patients at the Hospital, or regularly uses the Hospital and/or Health Centers in the care of patients;
- 4) Has satisfactorily completed his/her term in the provisional staff category.

B. Prerogatives

Each member of the active staff is entitled to:

- 1) Admit patients and/or exercise Clinical Privileges as are granted to him/her;
- 2) Attend and vote on all matters presented at general and special meetings of the Medical Staff, his/her department, and or committees to which he/she is a member;
- 3) Attend any staff or Hospital education programs;
- 4) Hold staff and/or departmental offices and service on committees to which he/she has been appointed.

C. Responsibilities

Each member of the active Medical Staff is responsible for the following:

- 1) Carrying out the basic responsibilities of Medical Staff membership set forth in the Bylaws;
- 2) Providing for the continuous care and supervision of each patient in the Hospital and Health Centers for whom he/she is providing services, including arranging for care and supervision in his/her absence and outside of his/her area of professional competence;
- 3) Providing consultation, supervision, and monitoring of patients, when requested; and
- 4) Attending meetings of the Medical Staff, his/her department, and committees of which he/she is a member in accordance with the Bylaws.

D. Demotion of Active Staff Member.

After one year in which a Member of the active staff fails to regularly care for patients in the Hospital or Health Centers or be regularly involved in Medical Staff functions as determined by the Medical Staff, that Member may be demoted to a lower staff category.

3.1.4 Courtesy Staff

A. Qualifications

The courtesy staff consists of practitioners, each of whom:

- 1) Meets the qualifications for Medical Staff membership set forth in the Bylaws;
- 2) Has an office and residence that, in the opinion of the Medical Executive Committee, is located closely enough to the Hospital to provide appropriate continuity of quality care;
- 3) Admits patients to the Hospital on an irregular basis, is occasionally involved in the care of Hospital patients, or occasionally uses the Hospital and/or Health Centers in the care of patients;
- 4) Is a member of the active staff of another licensed hospital unless the Medical Executive Committee, in writing, for good cause shown, waives this requirement. Dentists holding only General Dentistry, Endodontia, Periodontia, or Orthodontia privileges are exempt from this requirement.
- 5) Has satisfactorily completed his/her term in the provisional staff category.

B. Responsibilities

Each member of the courtesy staff is responsible for the following:

- 1) Carrying out the basic responsibilities of Medical Staff membership set forth in the Bylaws;
- 2) Providing for the continuous care and supervision of each patient in the Hospital for whom he/she is providing services, including arranging for care and supervision in his/her absence and outside of his/her area of professional competence;
- 3) Providing consultation, supervision, and monitoring of patients, when requested; and
- 4) Attending meetings of the Medical Staff, his/her department, and committees of which he/she is a member in accordance with the Bylaws.

C. Limitation

Courtesy staff members shall not be eligible to hold office in this Medical Staff organization nor shall they be eligible to vote on matters presented at general and

special meetings of the Medical Staff, departmental meetings, division meetings, or committee meetings except as specifically provided in the Bylaws.

3.1.5 Provisional Staff

A. Qualifications.

The provisional staff consists of practitioners, each of whom:

- 1) Meets the qualifications for Medical Staff membership set forth in the Bylaws;
- 2) Immediately prior to his/her application and appointment was not a member (or was no longer a member) in good standing of this Medical Staff;
- 3) Has an office and residence that, in the opinion of the Medical Executive Committee, is located closely enough to the Hospital to provide appropriate continuity of quality care.

B. Prerogatives.

Each member of the provisional staff is entitled to;

- 1) Admit patients and exercise such Clinical Privileges as are granted pursuant to the Bylaws;
- 2) Attend meetings of the staff and the department of which he/she is a member and any staff or hospital education programs;
- 3) Be appointed to any committee except the Medical Executive Committee. The provisional staff members shall not have the right to vote unless the Medical Staff President confers that right at the time of the committee appointment.

C. Responsibilities

Each member of the provisional Medical Staff is responsible for the following:

- 1) Carrying out the basic responsibilities of Medical Staff membership set forth in the Bylaws;
- 2) Providing for the continuous care and supervision of each patient in the hospital for whom he/she is providing services, including arranging for care and supervision in his/her absence and outside of his/her area of professional competence;
- 3) Providing consultation, supervision, and monitoring of patients, when requested;
- 4) Attending meetings of the Medical Staff, his/her department, and committees of which he/she is a member in accordance with the Bylaws.

D. Limitation

Provisional staff members are not eligible to vote on matters presented at general and special meetings of the Medical Staff, department meetings, division meetings, or committee meetings except as specifically provided in the Bylaws.

E. Monitoring of Provisional Staff Member

Each provisional staff member shall undergo a period of monitoring. The monitoring shall be to evaluate the member's (1) proficiency in the exercise of Clinical Privileges initially granted and (2) overall eligibility for continued staff membership and advancement within staff categories. Monitoring of provisional staff members shall follow whatever frequency and format each department deems appropriate in order to adequately evaluate the provisional staff member including, but not limited to, concurrent or retrospective chart review, mandatory consultation, and/or direct observation. Results of the monitoring shall be communicated by the department chairperson to the Credentials Committee.

F. Term of Provisional Staff Status

A Member shall remain on the provisional staff for a period of six months unless the Medical Executive Committee or the Credentials Committee extends that status for an additional period of up to six months upon a determination of good cause, which determination shall not be subject to review. In special circumstances wherein the Member has had minimal activity at the Hospital and Health Centers, and current information is inadequate to allow a determination to conclude the provisional staff status, the Medical Executive Committee may extend the provisional staff status for an additional period of up to twelve (12) months, which determination shall not be subject to review. In no event shall the total provisional staff status of a member exceed twenty-four (24) months. At the conclusion of provisional staff status, further staff status is determined as stated below.

G. Action at Conclusion of Provisional Staff Status

- 1) If the Provisional Staff Member has satisfactorily demonstrated his or her ability to exercise the Clinical Privileges initially granted and otherwise appears qualified for continued Medical Staff membership, the Member shall be eligible for placement in the Active or Courtesy Staff, as appropriate, upon recommendation of the Medical Executive Committee (MEC.) The Administrator and the Governing Body shall act upon this MEC recommendation. Should any disagreement occur between the MEC, the Administrator, and the Governing Body, resolution shall occur in compliance with the Bylaws.
- 2) In all cases, the appropriate department shall advise the Credentials Committee, which shall make its report to the Medical Executive Committee, which, in turn, shall make its recommendation to the Professional Affairs Committee regarding a

modification or termination of Clinical Privileges, or termination of Medical Staff membership.

3.1.6 Resident/Fellow Physician Staff

A. Qualifications

The resident staff consists of Members, each of whom;

- 1) Meets the qualifications for Medical Staff membership set forth in these Bylaws;
- 2) Exercises clinical privileges under appropriate supervision and direction of the Program Director, and the head of the department in which he/she is exercising privileges as described in section 6.3 and under Rules & Regulations section 1.1. of these Bylaws;
- 3) Attends meetings of the Medical Staff and, if invited, the departments to which he/she is currently assigned; and
- 4) May be appointed to any committee except the Medical Executive Committee. The resident/fellow physician staff member shall not have the right to vote as a committee member unless that right is conferred by the Medical Staff President.

B. Responsibilities

Each member of the resident/fellow staff is responsible for the following:

- 1) Carrying out the basic responsibilities of Medical Staff membership set forth in the Bylaws and Rules;
- 2) Contributing to the organization and administrative affairs of the Medical Staff by participating on staff, in the departments, and on committees as reasonably requested, and by participating in fulfilling such other staff functions as are reasonably requested.

C. Limitation

Resident/fellow physician staff members shall not be eligible to hold office in this Medical Staff organization nor shall they be eligible to vote on matters presented at general and special meetings of the Medical Staff, departmental meetings, division meetings, or committee meetings except as specifically provided in these Bylaws.

3.1.7 Temporary Staff

A. Qualifications

Temporary staff consists of Members, each of whom:

- 1) Meets the qualifications for Medical Staff membership set forth in the Bylaws;

- 2) Has been granted temporary privileges and is not currently on the active, courtesy, provisional, or resident staff.

B. Prerogatives

Each Member of the temporary staff is entitled to:

- 1) Admit patients and exercise Clinical Privileges as are granted to him/her;
- 2) Attend meetings of the staff in the department of which he/she is a Member and any staff and hospital educational programs.

C. Responsibilities

Each Member of the temporary staff is responsible for the following:

- 1) Carrying out the basic responsibilities of Medical Staff membership set for in the Bylaws;
- 2) Providing for the continuous care and supervision of each patient in the Hospital for whom he/she is providing services, including arranging for care and supervision in his/her absence and outside of his/her area of professional competence;
- 3) Providing consultation, supervision, and monitoring of patients, when requested; and
- 4) Attending meetings of the Medical Staff, his/her department, and committees of which he/she is a member.

D. Limitations

Temporary staff members are not eligible to hold office in this Medical Staff organization nor are they eligible to vote on matters presented at general and special meetings of the Medical Staff, departments, divisions, or committees. In the event that a practitioner's temporary clinical privileges are terminated, said practitioner's temporary staff status is also deemed terminated and the practitioner is thereafter entitled to the procedural rights afforded by the Bylaws.

3.1.8 Limitation of Prerogatives

The prerogatives set forth under each membership category are general in nature and may be subject to limitation by special conditions attached to a particular membership by other sections of these Bylaws and by the Rules.

3.1.9 Modification of Membership

On its own, upon recommendation of the Credentials Committee, or pursuant to a request by a member, the Medical Executive Committee may recommend a change in the Medical Staff category of a member consistent with the requirements of the Bylaws.

ARTICLE 4

ALLIED HEALTH PRACTITIONERS

4.1 Definitions

- 4.1.1 Allied Health Practitioner (AHP) means a health care professional, other than a physician, dentist, podiatrist or clinical psychologist, who holds a license, as required by California law, to provide certain professional services.
- 4.1.2 AHP Clinical Privileges or Service Authorization means the permission granted by the Governing Body, upon the recommendation of the Interdisciplinary Practice Committee and the Medical Staff, to provide diagnostic and therapeutic services with the scope of the AHP's training and expertise.

4.2 Categories of AHPs Eligible to Apply for AHP Clinical Privileges or Services

Authorizations and Rules

- 4.2.1 The categories of AHPs, based upon occupation or profession that shall be eligible to apply for AHP Clinical Privileges shall be designated by the Governing Board, upon recommendation of the MEC. Currently, AHP includes the following categories;
- A. Nurse Practitioners who are registered nurses with additional training, expertise, certification and licensing that is recognized and authorized by the State of California to provide specific diagnostic and therapeutic services.
 - B. Optometrists who are licensed by the State of California to provide specific optometric services.
 - C. Midwives (Certified Nurse Midwives, Licensed Midwives, Certified Professional Midwives) who are health care providers with additional training, expertise, and certification that is recognized and authorized by the State of California, under the supervision of a licensed physician or surgeon, to attend cases of normal childbirth and to provide prenatal, intrapartum and postpartum care.
 - D. Physician Assistants who are healthcare professionals with specialized medical training from a program associated with a medical school and who are licensed by the California Physician Assistant Board to provide patient education, evaluation, and health care services under the supervision of a licensed physician.
 - E. Acupuncturists who are health care providers with training, expertise and knowledge in the practice of acupuncture who are licensed and regulated by the State of California under the Acupuncture Board.

4.3 Eligibility and General Qualifications

An AHP is eligible for a Service Authorization in this Hospital/Health Centers if he or she:

- 1) Holds a current, valid, unrestricted license, certificate, or other legal credential in a category of AHP which the Governing Body has identified as eligible to apply for Service Authorization pursuant to the Bylaws; and
- 2) Documents his or her experience, background, training, current competence, judgment, and ability with sufficient adequacy to demonstrate that any patient treated by the practitioner will receive care at the generally recognized professional level of quality established by the Medical Staff; and
- 3) Is determined, on the basis of documented references to:
 - A. Adhere strictly to the lawful ethics of his or her profession;
 - B. Work cooperatively with others in the hospital setting so as not to adversely affect patient care;
 - C. Be willing to commit to and regularly assist the Medical Staff in fulfilling its obligations related to patient care; and
 - 1) Agrees to comply with all Medical Staff and Department and Division Bylaws, Rules and Regulations and protocols to the extent applicable to the AHP;
 - 2) Documents his or her current eligibility to participate in Medicare, Medicaid or other federally-sponsored health care program.

4.4 Specific Qualifications

In addition to meeting the basic standards as outlined in "Eligibility and General Qualifications," an AHP shall have the following specific qualifications to be eligible and qualified for AHP Clinical Privileges or Service Authorization in this hospital:

No record of conviction of Medicare, Medicaid, or insurance fraud and abuse, payment of civil money penalties for same, or exclusion from such programs.

No record of denial, revocation, relinquishment or termination of appointment or clinical privileges at any hospital for reasons related to professional competence or conduct.

- 1) Nurse Practitioners: A Nurse Practitioner shall have a current, valid, unrestricted license and furnishing number which authorizes ordering of drugs or devices if applicable to the Nurse Practitioner's practice
- 2) Midwives: A Midwife shall have a current, valid, unrestricted license and furnishing number which authorizes ordering of drugs or devices if applicable to the Midwife's practice.
- 3) Physician Assistants: A Physician's Assistant shall have a current, valid, unrestricted license and furnishing number which authorizes the Physician's Assistant to provide drug and medication orders, if applicable to the Physician's Assistant's practice.

- 4) Optometrists: An optometrist shall have a current, valid, unrestricted license and furnishing number which authorizes ordering of drugs or devices if applicable to the Optometrist's practice.
- 5) Acupuncturists: An Acupuncturist shall have a current, valid, unrestricted license authorizing the practitioner to provide acupuncture treatment and care within the State of California.

4.5 Waiver of Qualifications.

When exceptional circumstances exist certain eligibility criteria may be waived by the MEC upon recommendation by the Interdisciplinary Practice Committee or its designee the Credentials Committee. The AHP requesting the waiver bears the burden of demonstrating exceptional circumstances and/or that his or her qualifications are equivalent to or exceed the criterion/criteria in question.

4.6 Prerogatives

The prerogatives, which may be extended to an AHP, include:

- 1) Provision of specified patient care services consistent with the Service Authorization granted to the AHP and within the scope and licensure or certification of that AHP;
- 2) Service on Medical Staff and Hospital committees except as otherwise provided in the Bylaws. An AHP may not serve as chair of a Medical Staff committee;
- 3) Attendance at meetings of the department to which he or she is assigned. An AHP may not vote at department/division meetings.

4.7 Responsibilities

Each AHP shall:

- 1) Meet those responsibilities required by the Medical Staff Rules and Regulations.
- 2) Retain appropriate responsibility within his or her area of professional competence for the care of each patient in the hospital for whom he or she is providing services.
- 3) Participate, when requested, in patient care and audit and other quality review evaluation and monitoring activities required of AHPs and other functions as may be required by the Medical Staff from time to time.

4.8 Procedure for Granting Initial and Renewal Services Authorizations

- 1) An AHP who practices under Standardized Procedures must apply and qualify for a Service Authorization. An AHP must reapply for a renewed Service Authorization every two years.
- 2) AHP application for initial granting and renewal of service authorization shall be submitted to the Interdisciplinary Practice Committee (IPC), which may delegate the processing of such applications to the Credentials Committee. Credentialing and Privileging is processed in a parallel manner to that provided for the Medical Staff by the Bylaws. At the discretion of the Credential Committee an initial application of reappointment may be sent to the IPC for review.

- 3) The Credential Committee shall, as delegated by the IPC, make recommendations to the MEC and the Governing Body regarding the granting of individual Service Authorizations to AHP applicants.
- 4) Upon approval by the MEC and the Governing Body, an applicant AHP shall be granted Service Authorization and assigned to the clinical department appropriate to his or her occupation and training. The AHP is subject to the relevant rules and regulations of that department.

4.9 Termination, Suspension, or Restriction of Service Authorizations

- 1) The termination, suspension or restriction of Service Authorization shall be done as if the Service Authorization was a clinical privilege rendered to a Member of the Medical Staff. The AHP shall have the same procedural rights as a Medical Staff Member would have with the termination, suspension or restriction of privileges.

ARTICLE 5

PROCEDURES FOR APPOINTMENT AND REAPPOINTMENT

5.1 General

The Medical Staff shall consider each application for appointment, reappointment, and privileges, and each request for modification of Medical Staff category using the procedures and the standards set forth in the Bylaws. The Medical Staff shall evaluate each applicant before recommending action by the Governing Body. The Governing Body is ultimately responsible for granting Medical Staff membership and Clinical Privileges. Temporary Privileges may be granted to a practitioner, pursuant to these Bylaws and the Rules, prior to final action by the Governing Body. By applying to the Medical Staff for appointment or reappointment, the applicant agrees that, whether or not he or she is appointed or granted Privileges, he or she will comply with the responsibilities of Medical Staff Membership and with the Medical Staff Bylaws and Rules as they exist and as they may be modified from time to time.

5.2 Applicant's Burden

An applicant for appointment, reappointment, advancement, transfer, and/or Privileges shall have the burden of producing accurate and adequate information for a thorough evaluation of the applicant's qualifications and suitability for the requested status and Privileges, resolving any reasonable doubts about these matters and satisfying requests for information. To the extent consistent with law, this burden may include submission to a medical or psychological examination, at the applicant's expense, if deemed appropriate by the Medical Executive Committee (MEC.) The applicant may select the examining physician from an outside panel of three physicians chosen by the MEC.

Misstatements and Omissions: Any misstatement in, or omission from, the application is grounds to suspend the application process. The applicant will be informed in writing of the nature of the misstatement or omission and permitted to provide a written response. The Chair of the Credentials Committee and/or the Medical Staff President will review the response and determine

whether the application should be processed further. The decision to suspend or cease processing an application due to a misstatement or omission does not entitle the applicant to a procedural hearing or appellate review rights.

5.3 Applicant for Initial Appointment and Reappointment for Medical Staff Membership

Applicants for appointment or reappointment must complete, sign and date the prescribed application form provided by the Medical Staff. The application shall request detailed information about the applicant and shall document the applicant's agreement to abide by the Medical Staff Bylaws, Rules, and other terms. The applicant must provide all of the requested information, the agreements, and all supporting documentation to the Medical Staff office. An application which is incomplete will not be accepted for review. The applicant must pay the required fee, if any, at the time the application is submitted or it will not be accepted for review.

5.4 Basis for Appointment and Reappointment to the Medical Staff

Recommendations for appointment and reappointment to the Medical Staff and for granting and renewal of Privileges shall be based upon:

- 1) The applicant's or Member's professional performance at this Hospital and in other settings;
- 2) Whether the applicant or Member meets the qualifications and is able to carry out all of the responsibilities specified in these Bylaws and the Rules; and
- 3) The Hospital's patient care needs and ability to provide adequate support services and facilities for the applicant or Member.

A) Term of Appointment, Extensions, and Failure to File Reappointment Application

Except as otherwise provided in these Bylaws, initial appointments to the Medical Staff shall be until the applicants' second birthday after the initial provisional appointment. Reappointments shall be for a maximum period of two years. The Credentials Committee may recommend the granting of reappointments for less than two years.

Failure to file a complete and timely application for reappointment shall result in the automatic termination of the Members' membership Privileges and prerogatives at the end of that term.

5.5 Application Procedure.

5.5.1 Application for Medical Staff membership must be submitted directly to the Credentials Committee by the applicant in writing and on such form as approved by the MEC. Prior to the application being submitted, the applicant will be provided access to a copy of the Medical Staff Bylaws, the Rules and Regulations of the Staff and its Departments and Divisions, and summaries of the policies and resolutions relating to clinical practice in the Hospital and Health Centers. An applicant who does not meet the basic qualifications or requirements as outlined in these Bylaws, related rules or policies, is not eligible or qualified to apply for Medical Staff membership and the application shall not be accepted for review.

If, during any stage of the application process, it is discovered that the applicant does not meet the basic qualifications or requirements as outlined in these Bylaws, related rules or policies, review of the application shall be discontinued.

An applicant who does not meet the basic qualifications or requirements is not entitled to procedural hearing and appellate review rights.

5.5.2 Application Content

Every applicant, except Resident staff applicants, must furnish a complete application providing all supporting documentation and an accurate and complete response to each query including but not limited to the following:

- 1) The applicant's undergraduate, medical school, and postgraduate training, including the name of each institution, degrees granted program completed, and dates attended;
- 2) All currently valid medical, dental, podiatric and other professional licensures or certifications, and Drug Enforcement Administration registration (with exceptions determined by Credentials Committee action when the applicant will not be prescribing medication) and any other controlled substances registration, with the date and number of each;
- 3) Specialty or sub-specialty board certifications and/or recertification;
- 4) Health impairments (including alcohol and drug dependencies), hospitalizations, and institutionalizations, if any, which may affect the applicant's ability in terms of skill, attitude and judgment to perform professional and Medical Staff duties;
- 5) Applicant's statement that his or her health status is such that he or she has the ability to perform the privileges requested;
- 6) Applicant's statement that he or she will consent to and cooperate with any required physical or mental health evaluations and provide the results from the evaluations to enable a full assessment of the applicant's fitness, as described in Section 5.2, 'Applicant's Burden';
- 7) Evidence of applicant's current Professional Liability Insurance coverage, or if not currently insured, evidence of past Professional Liability Coverage;
- 8) Whether there are any pending or completed actions involving denial, revocation, suspension, reduction, limitation, probation, non-renewal or voluntary relinquishment (by resignation or expiration) of the applicant's license or certificate to practice any profession in any state or country; Drug Enforcement Administration or other controlled substances registration; membership or fellowship in local, state or national professional organizations; or faculty membership at any medical or other professional school;
- 9) The location of offices, names and addresses of other practitioners with whom the applicant is associated and inclusive dates of such association; names and locations of any other hospital, clinic or health care institution where the applicant provides or

- provided clinical services with the inclusive dates of each affiliation, status held, and general scope of clinical privileges, for the last five years;
- 10) Requests for department assignment(s), staff category after conclusion of provisional status, and specific Clinical Privileges;
 - 11) Whether the applicant has ever been charged with or convicted of a crime, other than minor traffic violations, or whether a criminal action is now pending;
 - 12) Whether there are any pending or completed actions involving denial, revocation, suspension, reduction, limitation, probation, non-renewal or voluntary relinquishment (by resignation or expiration) of Medical Staff membership, or privileges at another hospital, clinic or health care facility of institution;
 - 13) References as required below;
 - 14) An acknowledgement that the applicant has read the Medical Staff Bylaws of the Contra Costa Regional Medical Center and Health Centers, that he/she understands said Bylaws, and that he/she agrees to be bound by the terms thereof, as they may be amended from time to time, if he/she is granted membership or Clinical Privileges, and to be bound by the terms thereof, without regard to whether or not he/she is granted membership and/or clinical privileges in all matters relating to consideration of this application;
 - 15) Any and all continuing medical education classes attended by applicant in the last twenty-four (24) months;
 - 16) Whether the applicant has had any notification of, or involvement in, a professional liability action, the applicant's complete malpractice claims history, including all information regarding lawsuits, or settlements made, concluded and pending;
 - 17) Whether the applicant has been excluded from federal health care program in the past, or is subject to a pending or current exclusion from a federal health care program;
 - 18) The applicant's consent to the release and inspection of all records and documents as may be necessary for a thorough evaluation of the applicant's professional qualifications, background and health status;
 - 19) The applicant's consent to provide release and a release from liability for all individuals requesting and all individuals providing information related to the applicant's professional qualifications, background, or health, or evaluating and making judgments regarding the applicant's professionalism qualifications, background, or health;
 - 20) A valid photo identification issued by a state federal agency;

Applicants to the Resident Staff must furnish the information and/or documentation listed in (1), (2), (5), (6), (8), (11), (12), (14), (18), (19) and (20) above, and may do so by submitting their residency application form, updated as necessary to include these required items, in lieu of submitting the standard application form described herein.

Furthermore, each applicant will be assessed an application fee as determined by policies set forth by the Medical Executive Committee. The application will not be processed without receipt of this fee.

5.5.3 References

The applicant must include the names of at least three (3) professionals currently licensed and practicing in the same discipline as the applicant, not currently or about to become corporate or business partners with the applicant in professional practice or personally related to him, who have personal knowledge of the applicant's current clinical ability, competence, ethical character, health status and ability to work cooperatively with others and who will provide specific written comments on these matters, and letters of recommendation for staff membership.

The named individuals must have acquired the requisite knowledge through recent observation of the applicant's professional performance over a reasonable period of time and at least one must have had organizational responsibility for supervision of his/her performance (e.g., Department Chairperson, Service Chief, Training Program Director). The applicant is responsible for submitting three (3) letters of recommendation from the named professional references to the Credentials Committee Chairperson.

At the discretion of the Credentials Committee, the requirement of receipt of all three letters of reference may be reduced to two (2).

5.5.4 Effect of Application

The applicant must sign the application and in so doing:

- 1) Attests to the correctness and completeness of all information furnished and acknowledges that any significant misstatement in or omission from the application constitutes grounds for denial of appointment or revocation of Medical Staff membership;
- 2) Signifies his/her willingness to appear for interviews in connection with his/her application;
- 3) Agrees to abide by the terms of the Bylaws, Rules, and policies and procedures manuals of the Medical Staff if granted membership and/or Clinical Privileges, and to abide by the terms thereof in all matters relating to consideration of the application without regard to whether membership and/or privileges are granted;
- 4) Agrees to maintain an ethical practice and to provide continuous care to his or her patients;
- 5) Agrees to keep Medical Staff representatives up to date on any change made or proposed in the status of his/her professional license to practice, DEA or other controlled substances registration, malpractice insurance coverage, and membership or clinical privileges at other institutions;
- 6) Authorizes and consents to Medical Staff representative consulting with prior associates or others who may have information bearing on professional or ethical qualifications and competence and consents to Medical Staff representatives inspecting all records

and documents that may be material to evaluation of said qualifications and competence;

- 7) Releases from any liability all those who, in good faith and without malice, review, act upon or provide information regarding the applicant's competence, professional ethics, utilization practice patterns, character, health status, and other qualifications for staff appointment and clinical privileges.

5.5.5 Processing the Application

1) Verification of Information

After the application is submitted to the Credentials Committee Coordinator, the Credentials Committee Coordinator shall seek to verify the references, licensure status, and other qualification evidence submitted in support of the application, and to obtain the supporting information relevant to the application. The Coordinator shall verify in writing and from the primary source whenever feasible. The Credentials Committee Coordinator shall also query the National Practitioner Databank, and shall promptly notify the applicant of any problems in obtaining any of the information required. Upon such notification, it shall be the applicant's obligation to obtain the required information.

Verification shall include sending a copy of the list of Clinical Privileges requested by the applicant to at least his/her most recent affiliations and a request for specific information regarding his/her competence in exercising those privileges.

When the application is complete as defined in subsection (b), the Credentials Committee Coordinator transmits the application and all supporting materials to the Head of each Department in which the applicant seeks Privileges.

2) Definition of Completed Application

A completed application shall consist of all pertinent material including receipt in the Medical Staff office of all correspondence from references and other medical staffs as required.

3) Incomplete Applications

Incomplete applications will not be accepted for review. In addition to applications which are incomplete as described by Section 5.3, 'Application for Initial Appointment and Reappointment for Medical Staff Membership', applications may be deemed incomplete as follows.

If the MEC, the Medical Staff office, or Credentials Committee, Administrator or Governing Body review the application requests additional information, documentation, or clarification from the applicant, and/or an interview with the applicant, the applicant

will be promptly notified and the application process will be suspended, and the application shall be deemed incomplete, until the requested information, documentation, or clarification has been provided and/or the requested interview has been conducted. No application shall be considered complete until it has been reviewed by the Department Head or designee for each department for which the applicant seeks privileges, the Credentials Committee or designee and the Medical Executive Committee, and all have determined that no further documentation or information is required to permit consideration of the application.

The Medical Staff shall promptly inform the applicant of the specific request(s) made, the time period within which the applicant must satisfy the request and the effect on the application process if the request is not satisfied within that time period.

4) Department Evaluations

The Head of each Department in which the applicant seeks privileges reviews the application and its supporting documentation and forwards to the Credentials Committee a written report as required evaluating the evidence of the applicant's training, experience and demonstrated ability and stating how the applicant's skills are expected to contribute to the activities of the Department.

The Department Head or his/her designee shall conduct an interview with the applicant. If a Department Head requires further information, he/she may defer transmitting his/her report, but overall the combined deferral time generally should not exceed thirty (30) days. In case of a deferral, the Department Head must notify the Chairperson of the Credentials Committee in writing of the deferral and the grounds. If the applicant is to provide additional information or a specific release/authorization to allow Medical Staff's representative to obtain information, the notice to him/her must so state, must be a special notice, and must include a request for the specific data/explanation or release/authorization required and the time frame for response. Failure, without good cause, to respond in a satisfactory manner by that date is deemed a voluntary withdrawal of the application.

5) Credentials Committee Evaluation

The Chairperson of the Credentials Committee or a designated committee member may conduct an interview with the applicant. Following the interview, the Credentials Committee reviews the application, the supporting documentation, the reports from the Department Heads, and any other relevant information available to it. The Credentials Committee then transmits to the Medical Executive Committee (MEC) its written report and recommendations as required. If the Credentials Committee requires further information, it may defer transmitting its report, but generally for not more than thirty (30) days. If the applicant is to provide the additional information or specific release/authorization to allow Medical Staff representatives to obtain information, the

notice to him/her must so state, must be a special notice, and must include a request for the specific data/explanation or release/authorization required and the time frame for response. Failure to respond in a satisfactory manner, i.e. provide the requested information by the date specified is deemed a voluntary withdrawal of the application.

The Credential Committee's written report, as required, is transmitted with all supporting documentation to the MEC.

- 6) The MEC, at its next regular meeting after receiving the Credentials Committee recommendation, reviews the application, the supporting documentation, the reports and recommendations from the Department Heads and Credentials Committee, and any other relevant information available to it. The MEC is responsible for determining staff status. The MEC defers action on the application, or prepares a written report with recommendations as required.
- 7) Effect of Medical Executive Committee Action
 - A. Deferral. Action by the MEC to defer the application for further consideration must, except for good cause, be followed up within forty-five (45) days with its report and recommendations. The Medical Staff President promptly sends the applicant a special notice of an action to defer, including a request for the specific data/explanation or release/authorization, if any, required from the applicant and the time frame for response. Failure, without good cause, to respond in a satisfactory manner by that date is deemed voluntary withdrawal of the application.
 - B. Favorable Recommendation. When the MEC's recommendation is favorable to the applicant in all respects, the Medical Staff President promptly forwards it, together with all supporting documentation, to the Administrator. All supporting documentation means the application form and its accompanying information, the reports and recommendations of the Division and Department Heads, Credentials Committee and MEC, and dissenting views.
 - C. Adverse Recommendation. When the MEC's recommendation is adverse to the applicant, the Medical Staff President promptly forwards it, together with all supporting documentation, to the Administrator, and the Administrator immediately informs the applicant by special notice, and the applicant is entitled to the procedural rights provided in the Bylaws.
- 8) Administrator Action
 - A. On MEC recommendation the Administrator may adopt or reject, in whole or in part, a favorable recommendation or refer the recommendation back to the MEC for further consideration stating the reasons for such referral and setting a time limit within which a subsequent recommendation must be made to the Administrator.
 - B. If the Administrator's action is favorable to the applicant, this action is forwarded to the Governing Body for final approval. If the Administrator's action, after complying with the applicable requirements, is adverse to the applicant in any respect, the

Administrator promptly informs the applicant by special notice, and the applicant is then entitled to the procedural rights provided in the Bylaws.

- C. If the Governing Body, upon receiving a report from the Administrator for favorable action, disagrees with the Administrator, it must comply with the requirements below concerning Conflict Resolution. If, after such compliance, the decision is adverse to the applicant in any respect, the Administrator shall promptly inform the applicant by mailing a special notice to the applicant. The applicant is then entitled to the procedural rights provided in the Bylaws and the applicant shall be so informed by the special notice.
- 9) Content of Reports and Bases for Recommendations and Actions. The report of each individual or group, including the Administrator, required to act on an application must include recommendations as to approval or denial of, and any special limitations on, staff appointment, category of staff membership and prerogatives, Department affiliation(s) and scope of Clinical Privileges.
- 10) Conflict Resolution. Whenever the Administrator or Governing Body disagrees with the recommendation of the MEC, the matter will be submitted for review and recommendation to a joint conference composed of two members each from the Medical Staff and the Governing Body, appointed by the President of the Medical Staff and the Chairperson of the Governing Body, respectively, before the Governing Body makes its decision.
- 11) Notice of Final Decision
- A. The Administrator shall mail notice of the Governing Body's final decision to the applicant, with copies to the Medical Staff President and the applicable Department Head(s).
 - B. A decision and notice to appoint included:
 - 1) The Staff category to which the applicant is appointed;
 - 2) The Department(s) to which he/she is assigned;
 - 3) The Clinical Privileges he/she may exercise; and
 - 4) Any special conditions attached to the appointment.
- 12) Time Periods for Processing
- Individual/Group
- A. Applicant. One hundred and twenty (120) days.
 - 1) If the fully completed application is not received by the Medical Staff Office as defined, within One hundred and twenty(120) days, the application will be returned and reapplication will not be allowed for a period of ninety (90) days and any temporary privileges granted are immediately terminated.
 - B. Credentials Committee Coordinator. Thirty (30) days.
 - C. Department Heads. Thirty (30) days after receiving material from Credentials Committee Coordinator.

- D. Credentials Committee. Thirty (30) days after receiving reports from the Credentials Committee Coordinator and Department Head.
- E. Medical Executive Committee. At the next regular meeting after receiving report from the Credentials Committee.
- F. Administrator. Fifteen (15) days after receiving report from the Medical Executive Committee.
- G. Governing Board. At the next regular meeting after receiving report from the Administrator.
- H. The time periods set forth are guidelines, not directives, and do not create any rights in any application to have his or her application processed within a specific time frame.

If an applicant is not offered or does not accept an offer for employment (permanent, temporary or contract) at CCRMC and Health Centers, the application will be deemed withdrawn.

When a Medical Staff member's employment (permanent, temporary, or contract) at CCRMC and Health Centers ends, clinical privileges will automatically expire, except when (1) the member requests an exception and (2) the exception is approved by both the Credentialing Committee and the Medical Staff President. The expiration of clinical privileges is an administrative action and does not entitle the individual to procedural hearing and appellate review rights.

5.5.6 Staff Category upon Appointment

Except for applicants to the Resident Staff, all appointments to the Staff shall be to the Provisional Staff. After successful completion of the provisional term, as defined, the Medical Executive Committee, after recommendation from the Credentials Committee, shall assign the appropriate staff category.

5.6 Reappointment and Requests for Modifications of Staff Status or Privileges

Applications for reappointment are due one hundred and fifty (150) days prior to the expiration of a Member's term. Applications that are not complete at ninety (90) days prior to the expiration of a term are not processed and the membership automatically expires at the end of the term. Applications completed between one hundred and fifty (150) and ninety (90) days from the end of a term are charged a late fee as noted in the Rules.

At least one hundred and eighty (180) days prior to the expiration date of the current staff appointment (except for temporary appointments), a reappointment form developed by the Medical Executive Committee shall be mailed or delivered to the Member. The completed application form and Medical Staff dues are due one hundred and fifty (150) days prior to the expiration date. The department Chair will be notified if the member is delinquent. Each Medical Staff Member shall submit to the Credentials Committee the completed application form for renewal of appointment to the staff and for renewal or modification of clinical privileges. The reapplication form shall include all information necessary to update and evaluate the

qualifications of the applicant including, but not limited to, the matters set forth in these Bylaws as well as other relevant matters.

The results of performance monitoring, evaluation, and identified opportunities to improve care and service are printed and included in the reappointment file. Ongoing Professional Practice Evaluation (OPPE) data are collected and provided as evidence of the practitioner's current competence. A reappointment may be deferred if more information is needed.

Upon receipt of the application, the information shall be processed as set forth commencing at Section 5.4. In addition, the Department Head will review the applicants' QA profile if there is one.

A Medical Staff Member who seeks a modification of Clinical Privileges may submit such a request at any time upon a form developed by the Medical Executive Committee, except that such application may not be filed within one year of the time similar request has been denied.

5.6.1 Effect of Application

The effect of an application for reappointment or modification of staff status or privileges is the same as that set forth in Section 5.5.

5.6.2 Standards and Procedures for Review

When a staff Member submits an application for reappointment, or when the Member submits an application for modification of staff status or Clinical Privileges, the Member shall be subject to an in-depth review generally following the procedures set forth in Section 5.5.

5.7 Leave of Absence from the Medical Staff

A Member may request a leave of absence not to exceed two (2) years. No leave is effective unless and until approved by the Medical Executive Committee. At the end of the leave the Member must apply for reinstatement. The Member must provide information regarding his or her relevant activities during the leave of absence if the MEC so requests. During the period of leave, the Member shall not exercise Privileges at the Hospital, and membership rights and responsibilities shall be inactive. The obligation to pay dues, if any, shall continue during the leave unless waived by the Medical Executive Committee.

5.7.1 Reinstatement after a Leave

Failure, without good cause, to request reinstatement of Membership at least thirty (30) days prior to the end of an approved leave shall be deemed voluntary resignation from the Medical Staff. The MEC shall make recommendations concerning reinstatement of the Member's Membership and Privileges to the Governing Body for final action.

5.8 Waiting Period after Adverse Action

An applicant, Member, or prior Member is not eligible for Membership in the Medical Staff and /or granting of Privileges for twenty-four (24) months after an adverse action regarding his or her Membership or Privileges.

5.8.1 An Adverse Action occurs when any of the following occur:

- A. A final adverse decision regarding appointment or privileges is made by the Governing Body, or an applicant withdraws his or her application or request for Privileges following an adverse recommendation by the Medical Executive Committee to the Governing Body.
- B. A final adverse decision resulting in termination of a Member's membership or Privileges is made by the Governing Body, or if the Member resigns Membership or relinquishes Privileges while an investigation and resolution is pending concerning her/his membership and/or relevant Privileges.,
- C. A final adverse decision resulting in termination or restriction of Privileges or denial of a request for additional Privileges is made by the Governing Body

5.8.2 The Medical Staff may, as part of an adverse action, waive the twenty-four (24) month ineligibility period or limit it in some way including but not limited to require proctoring or supervision.

5.8.3 An action is considered final on the date the application was withdrawn, a Member's resignation became effective, or upon completion of all hearings and appellate reviews described in the Bylaws pertinent to the action. After an ineligibility period, the individual may reapply for Membership or re-request Privileges. The application will be treated as an initial application or request, except that the individual must document to the satisfaction of the Medical Staff that the basis for the adverse action no longer exists and that sufficient measures have been taken to assure that it will not occur again. With regard to the subject of the adverse action, the Medical Staff may impose more stringent conditions and requirements for evaluation, documentation, and monitoring than it might in an application de novo or it may deny the request outright.

5.9 Confidentiality and Impartiality

To maintain confidentiality and to assure the unbiased performance of appointment and reappointment functions, participants in the credentialing process shall limit their discussion of the matters involved to the formal avenues provided in the Bylaws for processing applications and for appointment and reappointment.

ARTICLE 6

PRIVILEGES

6.1 Exercise of Privileges

Except as otherwise provided in these Bylaws, every Member providing direct clinical services at this Hospital shall be entitled to exercise only those Privileges specifically granted to him or her. Clinical privileges may be granted, continued, modified, or terminated by the Governing Body only upon the recommendation of the Medical Staff as outlined in these Bylaws.

6.2 Delineation of Privileges in General

6.2.1 Requests

- A. Each applicant for appointment and reappointment to the Medical Staff must contain a request for the specific Privileges desired by the applicant. A request for modification of Privileges must be supported by documentation of training and/or experience supportive of the request. A Member may make requests for modifications of Privileges at any time.
- B. Each department is responsible for developing written criteria for granting Privileges. These criteria take effect only after approval by the Medical Executive Committee (MEC.)

6.2.2 Basis for Privilege Determinations

Requests for Privileges shall be evaluated upon the basis of the Member's education, training, experience, demonstrated professional competence and judgment, clinical performances, and the documented results of patient care. Privilege determinations shall also be based upon pertinent information concerning clinic performance obtained from other sources, especially other institutions and health care setting where an individual exercises Privileges.

6.2.3 Privileges for Department Heads

Privileges for Department Heads will be acted upon by the Medical Staff President. If a Department Head is also the Medical Staff President, privileges will be acted upon by the Past President. In no event will a Department Head approve his/her own privileges.

6.2.4 Admissions

Dentists, oral surgeons, podiatrists and clinical psychologist Members are non-Physician members. They may admit patients only if a Physician Member assumes responsibility for the care of the Patient's medical problems during the hospitalization. These non-physician members may participate in the patient's care to the extent allowed by the responsible Physician Member and the Medical Staff Bylaws and Rules.

6.2.5 Medical Appraisal

A Physician Practitioner shall provide ongoing medical evaluation of all patients receiving some care from a non-physician Member. The Physician shall also provide appropriate supervision and control of the patient care provided by the non-physician Member.

6.3 Resident Physicians

By virtue of their enrollment in an accredited training program, resident physicians hold privileges to admit patients, perform procedures and provide services as assigned under the supervision of licensed physician members of the Medical Staff who have privileges for the patient care being rendered and the Residency Director. All resident physicians must meet qualifications for licensing and membership as outlined above in section 2.2.2 subsection C. Second year residents with 18 months of training and in good standing with the residency program may apply for privileges

6.4 Temporary Privileges

6.4.1 Circumstances

The Administrator (or his/her designee), with the written concurrence of the Medical Staff President and the Chairperson of the Department where the Privileges will be exercised, may grant temporary Privileges to a practitioner subject to the following conditions:

A. Pendency of Application:

After receipt of a completed application for appointment or reappointment (see Section 5.5- including a request for specific Privileges for an initial period of sixty (60) days while the application is being processed. If the processing of the completed application by the Medical Staff requires more than sixty (60) days, the temporary Privilege may be extended for up to an additional sixty (60) days at the discretion of the Medical Staff President or his/her designee. Temporary Privileges shall automatically terminate at the end of a maximum of one hundred and twenty (120) days, unless earlier terminated in accordance with the Bylaws.

B. Important Patient Care, Treatment and Service Need.

After receipt of an application for appointment or reappointment, including a request for specific Privileges, an applicant may be granted temporary privileges for the purposes of important patient care, treatment or service need, for an initial period of sixty (60) days while the application is being processed. The Medical Staff must be able to verify the applicant's current licensure and competence, or temporary Privileges are denied. The National Provider Data Bank will be queried. If the processing of the application by the Medical staff requires more than sixty (60) days, the temporary Privileges may be extended for up to an additional one hundred and twenty (120) days at the discretion of the Medical Staff President or his/her designee. Temporary

Privileges shall automatically terminate at the end of a maximum of one hundred and eighty (180) days, unless earlier terminated in accordance with the Medical Staff Bylaws.

6.4.2 Conditions

Temporary Privileges may be granted only after the practitioner has submitted a written application for appointment and a request for temporary Privileges and the information available reasonably supports a favorable determination regarding the requesting practitioner's licensure, qualifications, ability, and judgment to exercise the Privileges requested, and only after the practitioner has satisfied the requirement regarding professional liability insurance. The chairperson of the department to which the practitioner is assigned shall be responsible for supervising the performance of the practitioner granted temporary Privileges, or for designating a department member who shall assume this responsibility. That Chairperson may impose special requirements of consultation and reporting. Before temporary Privileges are granted, the practitioner must acknowledge in writing that he/she has received a copy of the Bylaws and Rules and that he/she agrees to be bound by the terms thereof in all matters relating to his/her temporary Privileges.

6.4.3 Termination

The Administrator or the President of the Medical Staff may terminate any or all of a practitioner's temporary Privileges:

- A. Upon discovery of any information or the occurrence of any event of a nature which raises question about a practitioner's professional qualifications or ability to exercise any or all of the temporary Privileges granted by the Administrator or President of the Medical Staff;
- B. If the life or well-being of a patient is endangered in the opinion of the grantor of the temporary Privilege;
- C. In addition, any person entitled under these Bylaws to impose summary suspensions may terminate temporary Privileges if the well-being of a patient is endangered or thought to be endangered by the person termination the temporary Privilege. Any such termination shall be reviewed at the next scheduled meeting of the Medical Executive Committee. In the event of any such termination, the Department will assign the practitioner's patients then in the Hospital to another practitioner(s) or Division Head responsible for supervision. The wishes of the patient will be considered, where feasible, in choosing a substitute practitioner.

6.4.4 Rights of the Practitioner

A practitioner shall not be entitled to the procedural rights afforded by these Bylaws merely because his/her request for temporary Privileges is denied. However, if all or any portion of

his/her temporary Privileges are terminated or suspended, the practitioner shall be entitled to those procedural rights.

6.5 Emergency Privileges

In the event of an emergency, any Member of the Medical Staff is permitted to do everything reasonably possible to save the life of a patient or to save a patient from serious harm. The Member shall promptly enlist assistance from and yield patient care to a qualified Member as soon as one becomes available.

6.6 Focused Professional Practice Evaluation (FPPE)

A. General Requirements

All initial appointments to the Medical Staff and all Members granted new Privileges shall be subject to Focused Professional Practice Evaluation (FPPE). Information used for evaluation may be obtained through, but is not limited to the following:

- 1) Concurrent or targeted medical record review.
- 2) Direct observation.
- 3) Monitoring/proctoring of diagnostic, procedural, and/or treatment techniques.
- 4) Discussion with other practitioners involved in the care of specific patients.
- 5) Interviews with the physician involved in the patient's care.
- 6) Sentinel event data.
- 7) Any applicable peer review data.
- 8) Review of data from other institutions with applicant/member's permission.

B. Each appointee or recipient of new Clinical Privileges shall be assigned to a department (or departments) where performance on an appropriate number of cases as established by the Medical Executive Committee shall be observed by the chair of the department or the chair's designee, to determine suitability to continue to exercise the Clinical Privileges granted in that department.

C. The Member shall remain subject to FPPE until the Credentials Committee has been furnished with a report signed by the chair of the department(s) to which the member is assigned describing the types and numbers of cases observed and the evaluation of the applicant's performance, a statement that the applicant appears to meet all of the qualifications for unsupervised practice in that department.

D. FPPE may be implemented whenever the Medical Executive Committee or its designee determines that additional information is needed to assess a Member's performance.

E. FPPE is not an adverse action or a disciplinary measure. It is a means of gathering information regarding a Members' skills. Therefore, the requirements of proctoring does not itself give rise to the hearing rights triggered by an adverse action.

F. During FPPE, the Member must demonstrate the requisite competence required to exercise the Clinical Privileges.

6.6.1 Completion of FPPE

FPPE shall be deemed successfully completed when the Credentials Committee has received sufficient information about the applicant's competency.

6.6.2 Requirements to Provide FPPE

Members of the Medical Staff shall serve in a manner consistent with FPPE requirements. Refusal to serve in this capacity, without good cause, as determined by the Medical Executive Committee, is grounds for corrective action.

6.6.3 Failure to Complete FPPE

A Member who fails to complete the required initial FPPE within one year shall be deemed to have voluntarily withdrawn his or her request for those Privileges. The Credentials Committee or the Medical Executive Committee may extend the time for completion of FPPE in appropriate cases. If a Member completes the necessary FPPE but fails to perform competently he or she may have the relevant Privileges revoked or involuntarily modified in order to assure quality patient care. Failure to successfully complete proctoring may, in certain situations, be adequate grounds for revocation, suspension, or other involuntary modification of membership and/or privileges. Such actions regarding Privileges and Membership qualify as adverse actions entitling the practitioner to appropriate procedural hearings.

6.7 Disaster Privileges

In the event of a disaster of sufficient magnitude to require use of resources beyond those available to the Hospital and Medical Staff, privileges may be granted to volunteers on an emergent basis to handle immediate patient care needs ("Disaster Privileges").

6.7.1 Declaration of Disaster

The Hospital disaster plan must be implemented prior to consideration of granting Disaster Privileges.

6.7.2 Individuals Responsible for Granting Disaster Privileges

The Medical Staff President or his/her designee, or the Administrator or his/her designee(s) are responsible for granting Disaster Privileges. Under the disaster plan, and in the absence of the above persons or designees, the incident commander, or his/her designee(s), is the individual responsible for granting Disaster Privileges until the above person or designees are present to carry out the function of granting Disaster Privileges.

A. Responsibilities of Individuals Granting Disaster Privileges.

Disaster Privileges may be granted on a case-by-case basis, and the responsible individual, at his or her discretion, is not required to grant Privileges to any individual.

6.7.3 Identification Requirements for Disaster Privileges

Disaster Privileges may be granted upon the presentation of a valid photo identification issued by a state or federal agency, and at least one of the following items;

- A. A current hospital ID card that clearly identifies professional designation.
- B. A current license to practice and a valid photo ID issued by a state or primary source verification of the license.
- C. Identification indicating that the individual is a member of a Disaster Medical Assistance Team (DMAT) or MRC, ESAR-VHP, or other recognized state or federal organization or group.
- D. Identification indicating that the individual has been granted authority to render patient care, treatment, and services in disaster circumstances (such authority having been granted by a federal, state, or municipal entity.)
- E. Verification of identity and qualifications by current Hospital or Medical Staff Member(s) with personal knowledge of the practitioner's identity and qualifications.

6.7.4 Disaster Identification

Practitioners granted disaster Privileges shall be identifiable to other staff by the wearing of a Disaster Identification Badge.

6.7.5 Management of Persons Granted Disaster Privileges

Persons granted disaster Privileges will be assigned duties either by the granting authorities as defined in Section 6.7.2, 'Individuals Responsible for Granting Disaster Privileges,' or assigned to a specific department, by the Department Chair or his/her designee. In the absence of these persons, the incident commander may assign duties or delegate this responsibility to person(s), identified in the disaster plan, who are responsible for designation of duties.

The Medical Staff oversees the professional practice of volunteer licensed independent practitioners by direct observation and clinical record review.

Disaster Privileges are automatically terminated when the disaster plan is deactivated. Disaster Privileges may be revoked at any time or for any reason by the Medical Staff President, Administrator, Department Chair, or their designee(s).

The Hospital must make a decision (based on information obtained regarding the professional practice of the volunteer) within seventy-two (72) hours related to the continuation of Disaster Privileges initially granted.

6.7.6 Verification Process

Verification:

Primary source verification of licensure begins as soon as the immediate situation is under control and is usually completed within seventy-two (72) hours from the time the volunteer practitioner presents to the organization. In extraordinary circumstances, when primary source verification cannot be completed in seventy-two (72) hours, there must be documentation of the following:

- Why the Primary source verification could not be performed;
- Evidence of demonstrated ability to continue to provide adequate care, treatment and services.

Primary source verification must still be done as soon as possible.

ARTICLE 7

GENERAL MEDICAL STAFF OFFICERS

7.1 Identification

The general officers of the Medical Staff are the President, the President -Elect, and the Past President.

7.2 Qualifications

Each general officer must:

- 7.2.1 Be a member of the Active Staff at the time of nomination and election and remain a Member in good standing during his/her term of office;
- 7.2.2 Be licensed as a physician and surgeon;
- 7.2.3 Willingly and faithfully discharge the duties of the office; and
- 7.2.4 Exercise the authority of the office held, working with the other general and Department officers of the Medical Staff.

7.3 Attainment of Office

7.3.1 The election for the office of President-Elect shall take place in January of odd-numbered years. The person who receives the majority of the votes cast is the President-Elect and shall immediately assume the office. On July 1 of that same year, the President-elect shall assume the office of the President.

7.3.2 Term of Office

The President shall serve a two-year term, and may serve a maximum of four consecutive terms. If nonconsecutive, the number of terms a President may serve is not subject to limit. At the conclusion of the President's term(s) of office, the President shall assume the office of Past-President.

7.3.3 Should the incumbent President be reelected, the office of President-Elect shall remain vacant until the next January election for President.

7.3.4 Nomination

The MEC shall nominate qualified candidates for the office of President-Elect. Each nominee must be an M.D. or a D.O. Nominations may also be made from the floor at the October quarterly meeting by a Member of the Active Staff in good standing. Any such floor nomination must be seconded by a Member of the Active Staff in good standing and accompanied by evidence of the nominee's willingness to be nominated.

7.3.5 Election

The President-Elect is chosen from among the nominated candidates by election as defined in these Bylaws. Candidates for Medical Staff President-Elect may submit a written statement not to exceed two pages to the Medical Staff Office no later than close of business on December 3rd. On or before December 7th, the Medical Staff Office shall mail to all active Members of the Medical Staff a list of the candidates for Medical Staff President-Elect, accompanied by the candidates' statements, if any. Approximately thirty (30) days, but no less than twenty-five (25) days, before the January meeting of the Medical Executive Committee, the Medical Staff Office shall mail ballots to all active Members of the Medical Staff.

7.3.6 In order for a ballot to be counted, it must be returned to the Medical Staff Office no later than close of business on the 11th day before the January meeting of the Medical Executive Committee. The Medical Staff President and at least one other member of the MEC shall count the ballots, unless the Medical Staff President is a candidate. In that event, the MEC shall designate a second member of the MEC to count ballots. As soon thereafter as possible, the MEC shall notify all candidates of the election results. Thereafter, but at least seven (7) calendar days before the January meeting of the MEC, the MEC shall post, or otherwise disclose the election results to the Medical Staff.

7.4 Vacancies

7.4.1 If the office of the President becomes vacant after an election but before the end of the current President's term, the President-Elect will assume office to fill that vacancy and will serve the remainder of the current President's term and his/her own full term as President. If the office of the President becomes vacant while the election is underway, the Past President will serve as Acting President until the results of that election are determined. Once those results are determined, the President-Elect will assume office and will serve the remainder of the current President's term and his/her own full term as President. At any other times, if the office of the President becomes vacant, the Past President will serve as Acting President pending the outcome of a special election for the office of President to be conducted as expeditiously as possible and generally in the same manner as provided in this Article. The MEC may determine, however, not to call a special election if a regular election

for the office is to be held within ninety (90) days. The winner of a special election will serve only the remainder of the current President's term.

7.4.2 In the event of a vacancy in the office of Past President, the MEC shall appoint a Member of the MEC to serve out the remainder of the vacated term.

7.5 Resignation and Removal from Office

7.5.1 Resignation

Any general Medical Staff officer may resign at any time by giving written notice to the Medical Executive Committee. Such resignation, which may or may not be made contingent upon formal acceptance, takes effect on the date specified in the resignation or, if no date is specified, on the date of receipt.

7.5.2 Removal

A. Authority and Mechanism:

- 1) Removal of a general staff officer may be effected by two-thirds majority vote by secret ballot of the members of the Active Staff in good standing.

B. Grounds:

- 1) Permissible grounds for removal of a general staff officer include, without limitation;

C. Failure to perform the duties of the position held in a timely and appropriate manner;

D. Failure to continuously meet the qualifications for the position;

E. Physical or mental infirmity that renders the officer incapable of fulfilling the duties of his/her office.

7.6 Duties of General Staff Officers

7.6.1 Medical Staff President

The Medical Staff President shall serve as the Chief Office of the Medical Staff. The duties of the Medical Staff President shall include, but are not limited to:

- A. Enforcing the Bylaws and Rules, implementing sanctions where indicated, and enforcing procedural safeguards where corrective action has been requested or initiated;**
- B. Calling, presiding at, and being responsible for the agenda of all meetings of the Medical Staff;**
- C. Serving as the chair of the Medical Executive Committee;**
- D. Serving as an ex-officio member of all other Medical Staff Committees;**
- E. Interacting with the Administrator and the Governing Body in all matters concerning the Hospital;**
- F. Appointing, in consultation with the Medical Executive Committee, committee members for all standing and special medical Staff, liaison, and multi-disciplinary committees,**

except where otherwise provided by these Bylaws and, except where otherwise indicated, designating the chairpersons of these committees;

- G. Representing the views and policies of the Medical Staff to the Governing Body and to the Administrator;
- H. Being a spokesperson for the Medical Staff in external professional and public relations;
- I. Performing such other duties as may be required by the Bylaws, the Medical Staff, or by the Medical Executive Committee;
- J. Serving as an ex-officio member on liaison committees with the Governing Body and Administration and with outside licensing and accreditation agencies.

7.6.2 President-Elect

The President-Elect shall assume all duties and authority of the Medical Staff President in the absence of the Medical Staff President. The President-Elect shall also be a member of the Medical Executive Committee and an ex-officio member of the Joint Conference Committee. The President-Elect shall perform such other duties as the Medical Staff President may assign or delegate to the President-Elect.

7.6.3 Past President

The Past President shall have the same duties and responsibilities as the President-Elect in the absence of the President-Elect.

ARTICLE 8

DEPARTMENT AND DIVISIONS

8.1 Organization of Departments

Each Department shall be organized as an integral unit of the Medical Staff and shall have a chair. The authority, duties, method of selection and responsibilities of these Department officers is set forth below. Each Department may appoint such standing or ad-hoc committees as it deems appropriate to perform its required functions. A Department may be further divided, as appropriate, into divisions. The division shall be directly responsible to the Department within which it functions. Each division shall have a division head appointed by the department head or elected by the division members, entrusted with the authority, duties and responsibilities specified in Section 8.7. When appropriate, the Medical Executive Committee may recommend to the Medical Staff the creation, elimination, modification, or combination of Departments or divisions.

8.1.1 Current Clinical Departments and Divisions:

The current Clinical Departments and Divisions are:

1. Family and Adult Medicine
 - i. West County
 - ii. Martinez
 - iii. Concord
 - iv. East
 - v. Far East
2. Internal and Specialty Medicine
3. Hospital Medicine
4. Emergency Medicine
5. Psychiatry/Psychology
6. Pediatrics
7. Obstetrics and Gynecology
8. Surgery
9. Anesthesia
10. Critical Care Medicine
11. Dental
12. Diagnostic Imaging
13. Pathology

8.2 Assignment to Departments

Each Member shall be assigned membership in at least one Department, but may also be granted membership and/or Privileges in other Departments.

8.3 Functions of Departments

The functions of each Department shall include:

- 1) Conducting patient care reviews for the purpose of analyzing and evaluating the quality and appropriateness of care and treatment provided to patients within the Department. The Department shall routinely collect information about important aspects of patient care provided in the Department, periodically assess this information, and develop objective criteria for use in evaluating patient care. Patient care reviews shall include all clinical work performed under the jurisdiction of the Department;
- 2) Recommending to the Medical Executive Committee guidelines for the granting of Clinical Privileges and the performance of specified services within the Department;
- 3) Evaluating and making appropriate recommendations regarding the qualification of applicants seeking appointment or reappointment and Clinical Privileges within that Department;
- 4) Conducting, participating in, and making recommendations regarding continuing education programs pertinent to departmental clinical practice;
- 5) Reviewing and evaluating departmental adherence to: (1) Medical Staff policies and procedures; and (2) sound principles of clinical practice;
- 6) Coordinating patient care provided by the Department's Members with nursing and ancillary patient care services;

- 7) Submitting written reports to the Medical Executive Committee concerning: (1) the Department's review and evaluation activities, actions taken thereon and the results of such action; and (2) recommendations for maintaining and improving the quality of care provided in the Department and Hospital;
- 8) Meeting regularly for the purpose of considering patient care review findings and the results of the Department's review and evaluation activities, as well as reports on other Department and staff functions;
- 9) Establishing such committees or other mechanisms as are necessary and desirable to perform properly the functions assigned to it, including proctoring protocols;
- 10) Taking appropriate action when important problems in patient care and clinical performance or opportunities to improve care are identified;
- 11) Accounting to the Medical Executive Committee for all professional and Medical Staff administrative activities within the Department;
- 12) Appointing such committees as may be necessary or appropriate to conduct Department functions;
- 13) Formulating recommendations for departmental rules and regulation reasonably necessary for the proper discharge of its responsibilities subject to the approval by the Medical Executive Committee and the Medical Staff;

When the department or any of its committees meet to carry out the duties described above, the meeting body shall constitute a peer review body, which is subject to the standards and entitled to the protections and immunities afforded by federal and state law for peer review bodies and/or committees. Each department and/or its committees, if any, must meet regularly to carry out its/their duties.

8.4 Department Heads

Each Department shall have a Department Head who shall be a Member of the active Medical Staff and shall be certified by an appropriate specialty board, or affirmatively establish, through the Privilege delineation process, that the person possesses comparable competence in at least one of the clinical areas covered by the Department.

Each Department Head shall have the following authority, duties and responsibilities:

- 1) Act as presiding Officer (Chairperson) at departmental meetings;
- 2) Report to the Medical Executive Committee and the Medical Staff President regarding all professional and administrative activities within the Department;
- 3) Generally monitor the quality of patient care and professional performance rendered by Members with Clinical Privileges in the Department through a planned and systematic process; oversee the effective conduct of the patient care, evaluation, and monitoring functions delegated to the department by the Medical Executive Committee;
- 4) Prepare and transmit to the appropriate authorities, as required by these Bylaws, recommendations concerning appointment, reappointment, delineation of Clinical

- Privileges, and corrective action with respect to practitioners holding membership or exercising privileges or services in the Department;
- 5) Annually review, and amend as necessary, Department policies and procedures;
 - 6) Participate in managing the Department through cooperation and coordination with nursing and other patient care services and with Administration on all matters affecting patient care, including personnel, equipment, facilities, services, and budget;
 - 7) Endeavor to enforce the Bylaws, Rules and policies and regulations with the Department;
 - 8) Appoint an acting Department Head (Vice-Chairperson) during any absence;
 - 9) Assure all Department functions are performed;
 - 10) Perform such other duties commensurate with the office as may from time to time be reasonably requested by the Medical Staff President or the Medical Executive Committee;
 - 11) Plan and conduct, as requested by and in cooperation with the Residency Director, a program of instruction, supervision, and evaluation of Residents'
 - 12) Assess and recommend to the relevant hospital authority off-site sources for needed patient care services not provided by the department or organization;
 - 13) Recommend a sufficient number of qualified and competent persons to provide care, treatment and services;
 - 14) Determine the qualifications and competence of Department or service personnel who are not licensed independent practitioners and who provide patient care, treatment and service;
 - 15) Continually assess and improve the quality of care, treatment and services;
 - 16) Maintain quality control programs, as appropriate;
 - 17) Oversee the orientation and continuing education of all persons in the Department or service;
 - 18) Recommend space and other resources needed by the Department or service;
 - 19) Recommend to the Medical Staff the criteria for Clinical Privileges that are relevant to the care provided in the Department;
 - 20) Integrate the Department or service into the primary functions of the organization and coordinate and integrate interdepartmental and intradepartmental services;
 - 21) Develop and implement policies and procedures that guide and support the provision of care, treatment and services.

8.5 Election of Department Heads

8.5.1 In April of each election year, the active Medical Staff of the applicable Department shall elect a Department Head.

8.5.2 The following Departments shall elect a Department Head in odd-numbered years: Family and Adult Medicine, Anesthesia, Pediatrics, Internal and Specialty Medicine, Hospital Medicine, Pathology and Dentistry.

The following Departments shall elect a Department Head in even-numbered years: Emergency Medicine, Surgery, Psychiatry/Psychology, Diagnostic Imaging, Obstetrics & Gynecology and Critical Care.

- 8.5.3 The Medical Staff President shall request nominations for Department Head at the January Quarterly Medical Staff meeting and at the applicable Department meeting. Nominations may be submitted by any department member within the nominating department regardless of status (e.g. active; courtesy, etc.). Nominations may be made only to the current Department Head or to the Medical Staff President.

The last day to nominate a candidate for Department Head is March first. Candidates may submit a written statement not to exceed two pages to the Medical Staff office no later than close of business on March 3rd. The Medical Staff Office shall mail a list of candidates to all active Members of the Medical Staff in the affected Department no later than March 7th. The candidates' statements, if any, shall accompany the list.

- 8.5.4 Approximately thirty (30) days, but no less than twenty-five (25) days, before the April meeting of the Medical Executive Committee, the Medical Staff office shall mail ballots to all the active Medical Staff Members within the affected Department.

In order for a ballot to be counted, it must be returned to the Medical Staff Office no later than close of business on the 11th day before the April meeting of the Medical Executive Committee. The Medical Staff President and at least one other member of the Medical Executive Committee shall count the ballots, unless the Medical Staff President is a candidate. In that event, the Medical Executive Committee shall designate a second member of the Medical Executive Committee to count ballots. As soon thereafter as possible, the Medical Executive Committee shall notify all candidates of the election results. Thereafter, but at least seven (7) calendar days before the April meeting of the medical Executive Committee, the Medical Executive Committee shall post, or otherwise disclose to the Medical Staff, the election results.

- 8.5.5 The Medical Executive Committee shall review the newly elected Department Heads for approval at its April meeting. The elected Department Head is thereafter subject to the approval of the Chief Medical Officer. In the event that the elected Department Head is not approved by either the Medical Executive Committee or the Chief Medical Officer, a new election shall be conducted as soon as possible. If the Chief Medical Officer does not approve a Department Head, she/he will discuss the reasons for disapproval at the next Medical Executive Committee meeting.

- 8.5.6 The Medical Staff President can appoint an acting Department Head, subject to MEC approval, to carry out the duties of Department Head until an election is possible.

- 8.5.7 Term of Office

The term of office of Department Heads is two Medical Staff years. Each assumes office on the first day of the Medical Staff year, except that a Department Head appointed to fill a vacancy assumes office immediately upon appointment. Each Department Head serves

until the end of his or her term until a successor is elected, unless he /she resigns sooner or is removed from office. A Department Head is eligible to succeed himself/herself.

8.5.8 Removal

After election and ratification, removal of a Department Head from office may occur for cause by two-thirds vote of the Medical Executive Committee or a two-thirds vote of the Department Members on active staff.

8.6 Functions of Divisions

Subject to approval of the Medical Executive Committee, each division shall perform the functions assigned to it by the Department Chairperson. Such functions may include, without limitation, retrospective patient care reviews, evaluation of patient care practices, credentials review and privileges delineation, and continuing education programs. The division shall transmit regular reports to the Department Head on the conduct of its assigned functions.

8.7 Division Heads

Each division shall have a Division Head who shall be a Member of the active or provisional Staff and a Member of the division which he/she heads, and shall be certified by an appropriate specialty board, or affirmatively establish through the privilege delineation process that he/she possesses comparable competence in at least one of the clinical areas covered by the division.

Each Division Head shall:

- 1) Act as presiding officer at division meetings;
- 2) Assist in the development and implementation, in cooperation with the Department Head, of programs to carry out the quality review and monitoring functions assigned to the division;
- 3) Continually review the patient care and the professional performance of Division members, and report to the Department Head patterns or situations affecting patient care within the Division;
- 4) As requested by and in cooperation with the Department Head, conduct investigations and submit reports and recommendations to the Department Head regarding the Clinical Privileges to be exercised within his/her division by Members of or applicants to the Medical Staff;
- 5) Manage the Division through cooperation and coordination with nursing and other patient care services and with Administration on all matters affecting patient care, including personnel, equipment, facilities, services, and budget;
- 6) Assure all Division functions are performed;
- 7) Perform such other duties commensurate with the office as may from time to time be reasonably requested by the Department Head, the Medical Staff President, or the Medical Executive Committee.

8.8 Election of Division Heads

8.8.1 In April of each election year, the active Medical Staff of the applicable division shall elect a Division Head as set forth below.

8.8.2 Family and Adult Medicine West County and Family and Adult Medicine Far East County shall elect Division heads in even-numbered years; Family and Adult Medicine Martinez, Family and Adult Medicine Concord and Family and Adult Medicine East County shall elect Division Heads in odd-numbered years.

8.8.3 The Medical Staff President shall request nominations for Division Heads at the January Quarterly Medical Staff meeting and at the applicable division meeting. Nominations may be made only to the current Department Head or to the Medical Staff President.

The last day to nominate a candidate for Division Head is March 1st. Candidates may submit a written statement not to exceed two pages to the Medical Staff Office no later than close of business on March 3rd. The Medical Staff Office shall mail ballots to all the active Medical Staff Members within the affected division no later than March 7th. The candidates' statements shall accompany the list, if any.

8.8.4 Approximately thirty (30) days, but no less than twenty-five (25) days, before April meeting of the Medical Executive Committee, the Medical Staff Office shall mail ballots to all the active Medical Staff Members within the affected division.

For a ballot to be counted, it must be returned to the Medical Staff Office no later than the close of business on the 11th day before the April meeting of the Medical Executive Committee. The Medical Staff President and at least one other member of the Medical Executive Committee shall count the ballots, unless the Medical Staff President is a candidate. In that event, the Medical Executive Committee shall designate a second member of the Medical Executive Committee to count ballots. As soon thereafter as possible, the Medical Executive Committee shall notify all candidates of the election results. Thereafter, but at least seven calendar days before the April meeting of the Medical Executive Committee, the Medical Executive Committee shall post, or otherwise disclose to the Medical Staff, the election results.

8.8.5 The newly elected Division Heads shall be reviewed for approval by the appropriate Department Head prior to the April meeting of the Medical Executive Committee and by the Medical Executive Committee at its April meeting. The elected Division Head is thereafter subject to approval of the Chief Medical Officer. In the event that the elected Division Head is not approved by the Department Head, the Medical Executive Committee or the Chief Medical officer, a new election shall be conducted as soon as possible. If the Department Head or the Chief Medical Officer does not approve a Division head, she/he will discuss the reasons for disapproval at the next Medical Executive Committee meeting.

8.8.6 Division members shall fill vacancies due to any reason for the unexpired term by election as soon as possible. The Department Head can appoint an acting Division head, subject to MEC approval, to carry out the duties of Division Head until this election is possible.

8.8.7 Term of Office

The term of office of Division heads is two Medical Staff years. Each assumes office on the first day of the Medical Staff year, except that a Division head elected to fill a vacancy assumes office immediately upon election. Each Division head serves until the end of his/her term and until a successor is elected, unless he/she sooner resigns or is removed from office. A Division Head is eligible to succeed himself/herself.

8.8.8 Removal

After selection and ratification, a Division head may be removed for cause by the Department Head, a two-thirds vote of the Division Members on active Staff, or by a two-thirds vote of the MEC.

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ARTICLE 9

COMMITTEES

9.1 General Provisions

9.1.1 Designation

- A. The Medical Executive Committee and the other committees described in these Bylaws shall be standing committees of the Medical Staff unless otherwise indicated.
- B. The Chairperson of the Medical Executive Committee, a standing committee, or a Department may create subcommittees, or Ad-Hoc committees, in order to carry out specified tasks. These specified tasks must be within the scope of authority of the committee whose chairperson created the committee. Such committees terminate once the specified task is completed and are not standing committees.

9.1.2 Appointment of Members to Committees

- A. The Medical Staff President, with the approval of the MEC, shall appoint chairpersons and members of standing committees unless otherwise specified in the Bylaws. Committee members are appointed for a term of one Medical Staff year unless otherwise specified by the Bylaws, and shall serve either until the end of this period, until the member's successor is appointed, or until the member resigns or is removed from the committee.
- B. Only Medical Staff in good standing may be voting members of any Medical Staff Committee. Other individuals may be appointed to committee positions as either Ex-officio or non-medical Staff members.
- C. For committees that are not standing committees, the person creating the committee shall appoint Chairpersons and Members.

9.1.3 Removal of Committees

Unless otherwise specified in the Bylaws, committee members may be removed by the appointing authority without cause.

9.1.4 Vacancies

Vacancies on any committees shall be filled in the same manner as an original appointment is made.

9.1.5 Conduct of Meeting of Committees

Committee meetings shall be conducted and documented in the manner specified in these Bylaws.

9.1.6 Attendance of Non-Members

Members in good standing of the Medical Staff who are not committee members may attend committee meetings only with the permission of the Chair of the committee.

9.1.7 Accountability

All committees of the Medical Staff are accountable to the Medical Executive Committee.

9.2 Medical Executive Committee

9.2.1 Composition

The Medical Executive Committee (MEC) consists of the following Members of the Medical Staff as voting members:

- 1) President of the Medical Staff;
- 2) President-Elect;
- 3) Past President;
- 4) Clinical Department Heads;
- 5) Division heads;
- 6) The Chairpersons of the following committees shall be voting members of the MEC:
 - A. Administrative Affairs
 - B. Ambulatory Policy
 - C. Credentials
 - D. Patient Safety and Performance Improvement
 - E. Patient Care Policy and Evaluation
- 7) Chief administrators are official members of MEC with regular reporting duties without voting rights. These include the Director of Health Services, the Chief Financial Officer, the Chief Executive Officer of Hospital and Clinics, the Chief Medical Officer, the Chief Nursing Officer, the Chief Operations Officer for CCRMC/HC, the Ambulatory Care Medical Director, the Hospital Medical Director, Medical Director of Patient Safety and Performance Improvement, the Chief Medical Informatics Officer, the Residency Program Director and the Medical Director of Contra Costa Health Plan. The Chairperson of the MEC may invite other individuals to participate in the MEC meetings as non-voting guests.

9.2.2 Duties

The Medical Executive Committee shall:

- A. Perform and/or delegate performance of all Medical Staff functions in a manner consistent with the Bylaws and the Rules;
- B. Coordinate and implement the Activities of the committees and the Departments;
- C. Make recommendations regarding Medical Staff membership and privileges;
- D. Initiate and pursue disciplinary or corrective actions when indicated;

- E. Supervise the Medical Staff's compliance with the Medical Staff Bylaws, Rules and policies;
- F. Supervise the Medical Staff's compliance with County laws, rules, policies and procedures;
- G. Supervise the Medical Staff's compliance with state and federal laws and regulations;
- H. Supervise the Medical Staff's compliance with TJC and other applicable accreditation and certification rules;
- I. Regularly report to the Governing Body regarding the status of Medical Staff issues;
- J. Meet monthly to conduct Medical Staff business;
- K. Represent and act on behalf of the Medical Staff in the intervals between Medical Staff meetings, subject only to such specific limitations as may be imposed by those Bylaws.

9.3 Committees

In order to remain in good standing on a committee, a member must attend at least 50 percent of the meetings.

9.3.1 Administrative Affairs Committee

A. Purpose and Meetings

The Administrative Affairs Committee (AAC) fulfills staff responsibilities relating to review and revision of Medical Staff Bylaws and related manuals and forms and assumes the responsibilities for investigating and providing recommendations on such other administrative policy-making and planning matters and activities of concern to the Staff as are referred by the MEC. The AAC oversees the Institutional Review Committee (IRC) which reviews, approves or denies, monitors and evaluates research projects, protocols, and clinical investigations to be conducted within the Medical Services, in compliance with the regulations of the Food and Drug Administration and observing all requirements of any other applicable regulatory authorities for any given study. The AAC may overrule a positive recommendation of the IRC, but the AAC may not approve a study or the use of an investigational agent if disapproved/denied by the IRC. The AAC meets as needed, and reports to the MEC. When appropriate, it shares its monitoring and evaluation findings from research projects with the Patient Safety and Performance Improvement Committee and vice versa.

B. Composition

The Administrative Affairs Committee includes;

- 1) A Physician Chairperson, appointed by the Medical Staff President, subject to MEC approval;
- 2) At least 4-6 additional Staff Members;
- 3) Administrator, with vote; and
- 4) Their members with special expertise as necessary on an ad-hoc basis, without vote.

9.3.2 Ambulatory Policy Committee

A. Purpose and Meetings

The Ambulatory Policy Committee (APC) sets Medical Staff policy in the health centers and acts as a liaison with Nursing and Administration for coordination of policies and procedures under joint Medical Staff-Administration or Medical Staff-Nursing purview.

APC develops policies to resolve issues that affect more than one Medical Staff Department and focuses on policies and projects that relate to quality of care, the efficiency of the health centers and patients that relate to quality care, the regulatory compliance. APC coordinates its activities with PSPIC and receives quality assurance reports suggestive of or requiring changes in policies and procedures from individual Medical Staff Departments and from the Ambulatory Subcommittee of PSPIC.

I. Composition

The Ambulatory Policy Committee includes:

- 1) A Physician Chairperson; appointed by the Medical Staff President, subject to MEC approval
- 2) One Staff Member from each Region;
- 3) The Department Head of Family Medicine or his/her designee;
- 4) Representative of the Departments of Obstetrics & Gynecology, Surgery, Pediatrics and Medicine, with vote;
- 5) Other members with special expertise as needed on an ad-hoc basis without vote;
- 6) Director of Health Information Management as needed on an ad-hoc basis without vote;
- 7) A representative of the Allied Health Professionals, without vote;
- 8) Ambulatory Care Medical Director without vote;
- 9) Chief Nursing Officer without vote.

9.3.3 Bioethics Committee

A. Purpose and Meetings

The Bioethics Committee provides a multi-disciplinary forum for the development of guidelines for consideration of cases and issues having bioethical implications; development and implementation of procedures for the review of such cases; development and/or review of institutional policies regarding care and treatment in cases or issues having bioethical implications; consultation with concerned parties to facilitate and education of the hospital staff regarding bioethical matters. The committee will meet regularly (at least six (6) times yearly) and will also provide a mechanism for other meetings as necessary to perform the case consultation functions. The committee chair will report to the Medical Executive Committee.

B. Composition

The Bioethics Committee includes;

- 1) A physician chairperson appointed by the Medical Staff President subject to Medical Executive Committee approval;
- 2) Multi-disciplinary representation selected to represent the various clinical services of the medical and nursing staff, ancillary support services (such as social workers, chaplains, etc.) and lay members. At least a third of the committee membership will be physicians;
- 3) A member representing hospital administration; and
- 4) The committee may invite other professional or community lay members to be utilized when discussing issues involving their particular clinical, ethnic, religious or other background.

9.3.4 Cancer Committee

A. Purpose and Meetings

The Cancer Committee is a multi-disciplinary committee that organizes, conducts and evaluates hospital-wide oncology services and the cancer registry. The committee assures that full oncology services including surgery, chemotherapy, radiation therapy, as well as rehabilitation and hospice care are available to all patients. The committee will develop and monitor annual goals and objectives for clinical care, community outreach, quality improvement and programmatic endeavors related to cancer care. The committee is responsible for establishing and monitoring the Cancer Conference format, frequency and multi-disciplinary attendance. The committee will ascertain if there is a need for specific educational programs both professional and public based on survival and comparison data. The committee will also supervise the Cancer Registry for quality control of case-funding, abstracting, staging, reporting and follow-up. The committee will conduct a minimum of two patient care evaluation studies annually, one to include survival data. The committee will meet at least quarterly or more often as needed and communicate as necessary with the Patient Safety and Performance Improvement Committee. The committee will designate one coordinator for each of the four areas of Cancer Committee activity: Cancer Conference, quality control of the cancer registry, quality improvement and community outreach.

B. Composition

The Cancer Committee includes:

- 1) A Physician chairperson appointed by the Medical Staff President, subject to Medical Executive Committee approval;

- 2) At least five (5) additional Medical Staff Members including representation from Surgery, Pathology, Hematology/Oncology, Family Practice, and Diagnostic Imaging;
- 3) Cancer Liaison Physician;
- 4) Representation for Administration, Social Services, Nursing, and the American Cancer Society all with vote; and
- 5) The Cancer Registrar, who will act as staff to the Cancer Committee, with vote.

9.3.5 Continuing Medical Education Committee

A. Purpose and Meetings

The Continuing Medical Education Committee (CMEC) directs the development of CME programs for the Staff responsive to quality assurance findings and to developments pertinent at the Hospital and apprises the Staff of outside education opportunities. It coordinates the educational activities of the Departments and of the Staff and Hospital Department. The CMEC also analyzes the status and needs of, and makes recommendations regarding, the medical library services. It meets at least quarterly and more frequently if needed and reports on its activities to the MEC.

B. Composition

The CMEC includes:

- 1) A Chairperson appointed by the Medical Staff President, subject to MEC approval;
- 2) At least two additional Staff Members; and
- 3) Medical Librarian, without vote.

9.3.6 Credentials Committee

A. Purpose and Meetings

The Credentials Committee coordinates the staff credentials function by receiving and analyzing applications and recommendations for appointment, provisional period conclusion or extension, reappointment, clinical privileges, and changes therein, and recommending action therein, and by integrating quality assurance and utilization review and monitoring, membership, and other relevant information into the individual credentials files. It also assists in designing and participates in implementing the credentialing procedures for Allied Health Practitioners. It meets monthly or as necessary and reports to the MEC regarding the credentialing of Staff Members.

B. Composition

The Credentials Committee includes:

- 1) A physician chairperson, appointed by the Medical Staff President, subject to MEC approval; and
- 2) At least 4-6 additional Staff Members, selected to be representative of the Departments and major clinical specialties.

9.3.7 Informatics Advisory Committee

A. Purpose and Meetings

The Informatics Advisory Committee provides governance in informatics and Information Technology (IT)-related clinical systems. It prioritizes issues, reports and optimization and acts as a liaison between medical staff departments and IT/clinical informatics.

I. Composition

- 1) Chief Medical Informatics Officer (CMIO) who serves as Chair
- 2) Director of Nursing Informatics
- 3) Director of Medical Outpatient Informatics
- 4) Director of Medical Inpatient Informatics
- 5) A representative of each department.

9.3.8 Institutional Review Committee

A. Purpose and Meetings

The Institutional Review Committee shall review and have authority to: approve, require modification in (to secure approval), or disapprove all research activities within the Hospital and Health Centers; approve, require modification in, or disapprove the use of investigation drugs or devices in individuals (i.e. “compassionate use” cases); receive prompt notification of the emergency use of investigational drugs or devices and approve, require modification in or, disapprove their continued use; continue, require modifications in or terminate any ongoing studies at intervals of not greater than twelve (12) months; immediately terminate or suspend any research not conducted in accordance with the IRC’s requirements or that has been associated with unexpected serious harm to subjects; ensure all compliance with federal informed consent regulations regarding investigational use of drugs and devices; and assure the protection of the rights and welfare of all human subjects. The Institutional Review Committee shall meet semi-annually or more often as necessary to fulfill its obligations. If the Institutional Review Committee disapproves of any activity within its purview, that decision is final. The Institutional Review Committee chairperson reports to the Administrative Affairs Committee.

B. Composition

The Institutional Review Committee includes:

- 1) A Chairperson appointed by the Chairperson of the Administrative Affairs Committee, subject to Medical Executive Committee approval;
- 2) At least one member of each gender;
- 3) At least one member from outside the medical profession;
- 4) At least one non-scientist;
- 5) At least one member not affiliated with the Hospital and Health Centers; and
- 6) A total of at least five (5) members, including representative ethnic and cultural backgrounds, of the community.

9.3.9 Inter-Disciplinary Practice Committee

A. Purpose and Meetings

The Inter-Disciplinary Practice Committee (IPC) shall perform functions consistent with the requirements of law and regulations (Title 22 of the California Code of Regulations, Section 70706). Method for the approval of standardized procedures in accordance with sections 2725 of the Business and Professions Code in which affirmative approval of the administrator or designee and a majority of the physicians and a majority of registered nurse members would be required. The IPC shall routinely report to the MEC; and, in addition, shall submit an annual report to the MEC. The IPC shall meet at least annually, or more often as necessary.

B. Composition

The IPC shall consist of:

- 1) A Physician Chairperson, appointed by the Medical Staff President, subject to MEC approval;
- 2) A Director of Nursing, or Designee: such as the clinical services director of Public Health who has oversight over NP/AHP function;
- 3) An Administrator, or designee: such as the Ambulatory Care Medical Director;
- 4) Chair of the Credentials Committee;
- 5) Nurse Practitioner Division Head
- 6) Two (2) additional allied health professionals, appointed by the IPC Chairperson, in consultation with the NP Division Head
- 7) A medical staff representative from the clinical psychology department.
- 8) Additional Allied Health Professionals who are performing or will perform functions requiring standardized procedures will be appointed by the IPC Chair on a temporary basis when issues pertaining to their functions are discussed.
- 9) Additional physician members of the medical staff physicians and/or registered nurses may be appointed by the physician chairperson or the director of nursing,

respectively, to maintain equal numbers of each on the committee in accordance with Title 22 of the California Code of Regulations, Section 70706.

9.3.10 Joint Conference Committee

A. Purpose and Meetings

The Joint Conference Committee constitutes a forum between the Medical Staff, the Administration and the Governing Body. Two members of the Medical Executive Committee who serve at the will of the Medical Executive Committee represent the Medical Staff. These members shall act as directed by the MEC in their capacity as members of the Joint Conference Committee.

The Governing Body and the Administration shall have representation pursuant to authority separate from these Bylaws.

9.3.11 Medical Staff Assistance Committee

A. Purpose and Meetings

In order to improve the quality of care and promote the well-being of the Medical Staff, the Medical Staff Assistance Committee (MSAC) receives reports related to health concerns, well-being, or impairment of Medical Staff Members, and other Licensed Independent Practitioners (LIPs) and, as it deems appropriate, investigates such reports. With respect to matters involving individual Medical Staff Members and other LIPs, the committee may, on a voluntary basis, provide such advice, counseling, or referrals as may seem appropriate. Such activities shall be confidential; however, in the event information received by the committee clearly demonstrates that the health or known impairment of a Medical Staff Member or LIP poses an unreasonable risk of harm to patients, that information may be referred for corrective action.

The process that the MSAC uses to accomplish these goals includes:

- 1) Education of the Medical Staff and other organization staff about illness and impairment recognition issues specific to the Medical Staff Member or licensed independent practitioners;
- 2) Self-referral by a physician or Licensed Independent Practitioner (LIP) and referral by other organization staff;
- 3) Referral of the Physician, or the affected LIP to the appropriate professional internal or external resources for diagnosis and treatment of the condition or concern;
- 4) Maintenance of the confidentiality of the Physician, or LIP seeking referral or referred for assistance except as limited by law, ethical obligation, or when the safety of a patient is threatened;
- 5) Evaluation of the credibility of a complaint, allegation, or concern;

- 6) Monitoring of the Physician, or affected LIP and the safety of patients until the rehabilitation or any disciplinary process is complete;
- 7) Reporting to the Medical Staff leadership instances in which a Physician or LIP is providing unsafe treatment; and
- 8) Initiating appropriate action when a Physician or LIP fails to complete the required rehabilitation program.

The committee shall also consider general matters related to the health and well-being of the Medical Staff, and, with the approval of the Medical Executive Committee, develop educational programs or related activities. The Medical Staff Assistance Committee shall meet as often as necessary, but at least quarterly. It shall maintain only such record of its proceedings as it deems advisable but shall report on its activities on a routine basis to the Medical Executive Committee.

B. Composition

The Medical Staff Assistance Committee includes;

- 1) A Physician Chairperson, appointed by the Medical Staff President, subject to Medical Executive Committee approval;
- 2) At least two (2) additional practitioners; and
- 3) A Member of the Resident staff.

Except for the resident, who shall serve on the committee for one (1) year, each member shall serve for a term of three (3) years, and the term shall be staggered as deemed appropriate by the Medical Executive Committee to achieve continuity. In so far as possible, members of this committee shall not serve as active participants on other peer review or quality assurance committees while serving on this committee.

The Chairperson may appoint additional individuals who are not members of the Medical Staff, including non-physicians, when such appointment may materially increase the effectiveness of the work of the committee. These individuals shall serve for a term that shall be determined by the Chairperson.

9.3.12 Informatics Clinical Communication Committee (ICCC)

A. Purpose and Meetings

The Informatics Clinical Communication Committee addresses clinical workflows to enhance patient safety and maximize efficient care. The InBasket is the hub of communication and information flow in the electronic health record. The committee brings together provider, nursing, ancillary and technical representative to design, build, and troubleshoot processes to allow providers, nurses, and ancillary staff to care for patients safely and efficiently.

The committee will meet at least monthly and more frequently as needed.

B. Composition

- 1) A Chairperson appointed jointly by the Chief Medical Informatics Officer and the Medical Staff President
- 2) Family and Adult Medicine Department Representative
- 3) Pediatrics Department Representative
- 4) Internal and Specialty Medicine Representative
- 5) At least one (1) representative from Nursing Administration
- 6) At least one (1) representative from Nursing Informatics
- 7) A representative from the Public Health Division
- 8) A representative from the Information Technology Department
- 9) A representative from the Residency Program

In addition, the committee will seek representation from departments whose workflows appear on the meeting agenda, including the various ancillary services departments.

This ICCC Chair or his/her designee shall report to the Medical Executive Committee on an annual basis. The ICCC will make recommendations to IAC and operations leadership as appropriate.

9.3.13 Patient Care Policy and Evaluation Committee

A. Purpose and Meetings

The Patient Care Policy and Evaluation (PCP&E) Committee monitors, assesses and recommends improvements to the MEC for:

- 1) The clinical and medical records policies and rules of the Medical Staff and of its inpatient clinical units and diagnostic and therapeutic support services (including OR/PAR, ER, CCU's, etc.);
- 2) Medical-related aspects of infection control policies;
- 3) Pharmacy and therapeutics policies and practices; and
- 4) Blood and blood products usage policies and practices.

It also acts as liaison with Nursing and Administration for review and coordination of policies, procedures, rules or regulations under joint Medical Staff-Administration or Medical Staff-Nursing purview and coordinates its activities with those of the Ambulatory Policy Committee. The PCP&EC receives quality assurance findings suggestive of or requiring changes. It serves as a forum for identifying and discussing problems in the delivery of patient care services and in the observance of patients' rights. The PCP&EC meets monthly and reports to the MEC.

B. Composition

The Patient Care Policy and Evaluation Committee includes:

- 1) A Physician Chairperson appointed by the Medical Staff President, subject to MEC approval;
- 2) At least 6-8 staff members selected to be representative of major clinical areas;
- 3) A representative of Nursing Service;
- 4) Director of Pharmacy ad-hoc for Pharmacy and Therapeutic function;
- 5) A representative from Pathology Department ad-hoc for blood and blood product review function;
- 6) Manager of Infection Control and Prevention Committee of the Hospital;
- 7) A representative of Administration responsible for policy committee support without vote;
- 8) A Nursing Supervisor/Coordinators for specialty units invited on an ad-hoc basis without vote;
- 9) A representative of other clinical services and professional, technical, administrative support staff participate as consultants in relevant areas of expertise ad-hoc without vote; and
- 10) Director of Health Information management quarterly and as needed without vote.

9.3.14 Patient Safety and Performance Improvement Committee

A. Purpose and Meetings

The Patient Safety and Performance Improvement Committee (PSPIC) has the authority and responsibility for implementing and directing the Quality Management Program for the Hospital. It is responsible for setting the quality management standards, determining criteria by which care will be measured, setting priorities for which aspects of care will be monitored, and analyzing the quality of care studies, indicators, utilization reports, grievances, survey data, and risk management information. A systematic, multi-disciplinary improvement process is followed. It develops an annual plan for performance improvement activities (Quality Management Plan).

B. Composition

The Patient Safety and Performance Improvement Committee includes the following Members:

- 1) A Physician Chairperson, appointed by the Medical Staff President, subject to MEC Approval.
- 3) The Medical Staff President;
- 4) The CCRMC Chief Executive Officer;
- 5) The Director of Pharmacy;
- 6) The Chief Medical Officer;
- 7) The Chief Nursing Officer;

- 8) The Ambulatory Care Medical Director;
- 9) The Chief Operating Officer;
- 10) The Chief Quality officer;
- 12) The past Medical Staff President;
- 13) The Chair of the Patient Care Policy and Evaluation Committee; and
- 14) Two (2) Medical Staff Physician representatives, appointed by the Medical Staff President, subject to MEC approval;
- 15) Patient Safety Officer;
- 16) Director of Safety and Performance Improvement;
- 17) Medical Director of Quality and Safety;
- 18) Hospital Medical Director;
- 19) Specialty Medical Director;
- 20) Hospital Regulatory Compliance Officer;
- 21) Quality Manager Program Coordinator;
- 22) One (1) Medical Staff Member representative from the Behavioral Health Division, appointed by the Medical Staff President, subject to MEC approval.

9.3.15 Peer Review Oversight Committee

A. Purpose and Meetings

The Peer Review Oversight Committee will oversee the peer review that is carried out by the departments. It will supervise the processes, help address systems issues and review cases that involve more than one department.

B. Composition

- 1) The Medical Staff President shall serve as Chair of the Committee;
- 2) Each department will have at least one (1) representative. Large departments will have two (2) representatives one from inpatient and the other from outpatient. Large departments are: Family and Adult Medicine, Internal and Specialty Medicine, Surgery, and Psychiatry/Psychology.

9.3.16 Perinatal Morbidity and Mortality (PM&M) Committee.

A. Function

The Perinatal Morbidity and Mortality Committee (PM&M Committee) is an interdisciplinary committee which monitors perinatal outcomes. It is intended to complement the quality assurance activities of the Departments of Pediatrics and Obstetrics and Gynecology by focusing on those cases whose management involves both obstetrical and pediatric issues. The PM&M Committee reports to the Departments of OB/GYN and Pediatrics.

B. Composition.

The Perinatal Morbidity and Mortality Committee consist of:

- 1) All Members in good standing of the Departments of OB/GYN, Pediatrics and Anesthesia. The individual departments established attendance obligations;
- 2) Nurse Program manager for the Perinatal Unit, Clinical Nurse Specialists for maternity and nursery and the RN Case Coordinator are members, all with voting privileges; and
- 3) Regularly invited members, all without vote, including:
 - (a) Consultant Perinatologist;
 - (b) Consultant Neonatologist;
 - (c) Any Member of the Department of Ambulatory Medicine having obstetrical privilege;
 - (d) Any Member of the Resident Staff presently assigned to the Pediatrics or OB/GYN services or with a particular interest in a case being discussed; and
 - (e) Any member of the nursing staff with a particular interest in a case being discussed. The Nurse Program Manager or his/her designee will maintain a file of confidentiality agreements signed by non-physician attendees.

9.3.17 Professional Affairs Committee

A. Purpose of Meetings

The Professional Affairs Committee consists of the two members of the Governing Body who sit on the Joint Conference Committee. The members of the Professional Affairs Committee shall invite representatives from the Medical Staff and Administration, as appropriate, to its meetings.

B. Composition

The Professional Affairs Committee consists of the two (2) members of the Governing Body who sit on the Joint Conference Committee. The members of the Professional Affairs Committee shall invite representatives from the Medical Staff and Administration, as appropriate, to its meetings.

9.3.18 Utilization Management Committee

A. Purpose and Meetings

The Utilization Management Committee develops and oversees implementation and operation of the utilization management plan relating to inpatient, ambulatory and clinical support services, makes utilization decisions as required under the plan, analyzes utilization profiles and evaluates the effectiveness of the UR program.

Physician members of the committee act as the physician advisors required by the UR plan. The URC meets at least quarterly and reports to the Performance Improvement Committee.

B. Composition

The Utilization Management Committee includes:

- 1) A Chairperson appointed by the Chairperson of the PSPIC, subject to MEC approval;
- 2) At least 6-8 additional Medical Staff members, selected to provide broad representation from the Medical Staff;
- 3) At least one (1) representative from Administration, without vote;
- 4) Director of Social Services, without vote;
- 5) Representative from Nursing, without vote;
- 6) Representative from Finance, without vote;
- 7) Representative from Quality Assurance Department, without vote; and
- 8) Director of Health Information Management, without vote.

ARTICLE 10

MEETINGS

10.1 Medical Staff Meetings

10.1.1 Regular Meetings

General Staff meetings will be held quarterly. The Medical Executive Committee may authorize additional regular general Staff meetings by resolution. The resolution authorizing any such additional meeting shall require notice specifying the place, date, and time for the meeting, and that the meeting can transact any business as may come before it.

10.1.2 Special Meetings

A special meeting of the Medical Staff may be held by the Medical Executive Staff President. A special meeting must be held by the President at the written request of the Governing Body, the Chief Medical Officer, the Administrator, the Medical Executive Committee, or 25% of the active staff in good standing.

10.2 Clinical Department and Committee Meetings

10.2.1 Regular Meetings

Clinical Departments, Division, and Committees may establish by resolution the time for regular meetings. No additional notice is required.

10.2.2 Special Meetings

A special meeting of any Department, Division, or Committee may be held by the Head or Chairperson thereof. A special meeting must be held by the Head or Chairperson at the written request of the Administrator, the Medical Executive Committee, the Medical Staff

President, the Chief Medical Officer, or 25% of the group's current members in good standing.

10.2.3 Executive (Closed) Session

Any Committee, Department or Division may call itself into executive session at any time during a regular or special meeting. All ex-officio members shall leave during the executive session unless requested to remain by the Chairperson. Accurate and complete minutes must be made and kept of any executive session.

10.3 Quorum

10.3.1 Medical Staff Meetings

The presence of one-third (1/3) of the active Medical Staff at a General or Special Medical Staff meeting shall constitute a quorum for all appropriate actions except the removal of a Medical Staff Officer. For a meeting considering the removal of a Medical Staff Officer, the quorum shall be one-half (1/2) of the active Medical Staff. Ex-officio members do not count for quorum purposes.

10.3.2 Department and Committee Meetings

For committees, a quorum shall consist of 25% of the members of a committee by no fewer than two (2) members. For Department and division meetings, a quorum shall consist of 25% of the members. Ex-officio members do not count for quorum purposes.

10.4 Manner of Action

Except as otherwise specified, the action of a majority of the members present and voting at a meeting at which a quorum is present shall be the action of the group. A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of members, if any action taken is approved by a least a majority of the required quorum for such meeting, or such greater number as may be specifically required by these Bylaws.

10.5 Notice of Meetings

Written notice of any regular general medical Staff meeting, or any regular committee or Department meeting, not held pursuant to resolution, will be delivered personally or via mail to each person entitled to attend at not less the five (5) days or more than fifteen (15) days before the date of such meeting. Notice of any special meeting of the Medical Staff, a Department, or a committee will be given orally or in writing at least seventy-two (72) hours prior to the meeting. Personal attendance at a meeting constitutes a waiver of notice of such meeting, except when a person attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because of lack of notice. No business shall be transacted at any special meeting except that listed in the meeting notice.

10.6 Minutes

Except as otherwise specified herein, minutes of all meetings will be prepared and retained. They shall include, at a minimum, the date and time of the meeting, a record of the attendance or members and the vote taken on all matters. A copy of the minutes shall be signed by the presiding officer of the meeting and forwarded to the medical Executive Committee.

10.7 Agenda

The Medical Staff president and Medical Executive Committee shall determine the order of business at a meeting of the Medical Staff. The agenda shall include, insofar as feasible:

- 1) Reading and acceptance of the minutes of the last regular meeting and of all special meetings held since the last regular meeting;
- 2) Administrative reports from the Medical Staff president, Departments, Committees, and the Administrator;
- 3) Election of officers when required by these Bylaws;
- 4) Reports by responsible Officers, Committees and Department on the overall results of patient care audits and other quality review, evaluation, and monitoring activities of the Staff and on the fulfillment of other required Staff functions;
- 5) Old business; and
- 6) New business.

10.8 Attendance Requirements

10.8.1 Medical Staff Meetings

The Medical Executive Committee may adopt attendance requirements for the Medical Staff and Department meetings.

10.8.2 Special Attendance

At the discretion of the Chairpersons or presiding Officer, when a Member's practice or conduct is scheduled for discussion at a regular Department, Division or Committee meeting, the Member may be requested to attend. If a suspected deviation from standard clinical practice is involved, the notice shall be given at least seven (7) days prior to the meeting and shall include time and place of the meeting and a general indication of the issue involved. Failure of a Member to appear at any meeting, with respect to which he/she was given such notice, unless excused by the Medical Executive Committee upon a showing of good cause, is grounds for corrective action.

10.9 Conduct of Meetings

Unless otherwise specified, meetings shall be conducted according to Robert's Rules of Order; however, technical or non-substantive departures from such rules shall not invalidate action taken at such a meeting.

ARTICLE 11

CORRECTIVE ACTION

11.1 Corrective Action

11.1.1 Initiation

Any person may provide information to the Medical Executive Committee about the conduct, performance, or competence of its Members. When reliable information indicate a Member may have exhibited acts, demeanor, or conduct reasonably likely to be (a) detrimental to patient safety, (b) unethical or illegal, (c) contrary to the Medical Staff Bylaws and/or rules and regulations, or (d) below applicable professional standards, a request for an investigative and/or corrective action against such Member may be initiated. The President of the Medical Staff, a Department Chair, the Chair of any standing Committee, or the Governing Body may initiate such a request. All requests for corrective action and/or formal investigation shall be in writing, shall be made to the Medical Executive Committee, and shall be supported by reference to the specific activities or conduct which constitutes the grounds for the request. If the Medical Executive Committee initiates the request, it shall make an appropriate written record of the reasons for the request.

11.1.2 Formal Investigation

If the Medical Executive Committee concludes a formal investigation is warranted, it may conduct the investigation itself, or assign the task to an appropriate medical Staff Officer, Department, or standing or ad-hoc committee of the Medical Staff. If the investigation is delegated, the designee shall proceed with the investigation in a prompt manner and shall provide a written report of the investigation to the Medical Executive Committee as soon as practical. The report may include recommendation for appropriate corrective action. The Member shall be given an opportunity to provide information in a manner and upon such terms as the investigating body deems appropriate. The individual or body investigating the matter may, but is not obligated to, conduct interviews with persons involved; however, such investigation shall not constitute a hearing, nor shall the procedural rules with respect to hearings or appeals apply. Despite the status of any investigation, at all times the Medical Executive Committee shall retain authority and discretion to take whatever action may be warranted by the circumstances, including the imposition of summary suspension, termination of the investigative process, or other action. Any reports that are made to the Medical Executive Committee must be shared promptly with the Member under investigation.

The MEC may also require a medical or psychological exam. The examining physician shall be chosen in the manner described in Section 5.2, however, the Member is not required to pay for the exam.

11.1.3 Medical Executive Committee Action

As soon as practical after the conclusion of the formal investigation (or without a formal investigation if deemed unwarranted), the Medical Executive Committee shall take action that may include, without limitation:

- A. Determining no corrective action is warranted and, if the Executive Committee determines there was no credible evidence for the complaint in the first instance, removing any adverse information from the Member's file;
- B. Deferring action for a reasonable time where circumstances warrant;
- C. Issuing letters of admonition, censure, reprimand, or warning. Nothing herein shall preclude Department Heads from issuing written or oral warnings or counseling. In the event the MEC issues such letters, the affected Member may make a written response which shall be placed in the Member's file;
- D. Recommending the imposition of terms of probation or special limitation upon continued Medical Staff membership or exercise of clinical privileges including, without limitation, requirements for co-admissions, mandatory consultation, or monitoring;
- E. Recommending reduction, modification, suspension or revocation of clinical privileges;
- F. Recommending reductions of membership status or limitation of any prerogatives directly related to the Member's delivery of patient care;
- G. Recommending suspension, revocation or probation of Medical Staff membership;
- H. Taking other actions that are appropriate under the circumstances.

11.1.4 Subsequent Action

- A. If corrective action as set forth above is recommended by the Medical Executive Committee, the MEC shall notify the Administrator, the Governing Body, and the affected member of the Medical Staff of the recommended action.
- B. The recommendations of the Medical Executive Committee shall be final, unless the affected member or the Governing Body requests a hearing to challenge the recommendations.

11.2 Summary Restriction of Suspension

11.2.1 Criteria for Initiation

Whenever a Member's conduct appears to require that immediate action be taken to protect the life or well-being of patient(s) or to reduce a substantial and imminent likelihood of significant impairment of the life, health, or safety of any patient, prospective patient, or other person, the Governing body, the Administrator, the Medical Staff President, the Medical Executive Committee, or the head of the Department in which the Member holds privileges may summarily restrict or suspend the Medical Staff membership or Clinical Privileges of such member. Unless otherwise stated, the summary

restriction or suspension shall become effective immediately, and the person or body responsible shall promptly give written notice to the Member as described below, the Governing Body, the Medical Executive Committee, and the Administrator. The summary restriction or suspension may be limited in duration and shall remain in effect for the period stated or until resolved as set forth herein. Unless otherwise indicated by the terms of the summary restriction or suspension, the Member's patients shall be promptly assigned to another member(s) by the Department Chair or by the Medical Staff President, considering, where feasible, the wishes of the patient in the choice of a substitute Member.

11.2.2 Written Notice of Summary Suspension

Within one working day of imposition of a summary suspension, the affected Medical Staff Member shall be provided with written notice of such suspension. This initial written notice shall include a statement of facts demonstrating that the suspension was necessary because failure to suspend or restrict the practitioner's privileges summarily could reasonably result in an imminent danger to the health of an individual. The statements of facts provided in this initial notice shall also include a summary of one or more particular incidents giving rise to the assessment of imminent danger. This initial notice shall not substitute for, but is in addition to, the notice required by these Bylaws for further action of the MEC regarding issues related to such a summary suspension.

11.2.3 Medical Executive Committee Action

As soon as practicable after a summary restriction or suspension has been imposed, but no more than ten (10) calendar days thereafter, a meeting of the Medical Executive Committee shall be convened to review and consider the summary suspension or restriction. The Member may attend the meeting and make a statement concerning the issues under investigation on such terms and conditions as the Medical Executive Committee may impose. In no event shall any meeting of the Medical Executive Committee, with or without the Member in attendance, constitute a hearing, nor shall any procedural rules apply. A Member's failure, without good cause, to attend a meeting of the Medical Executive Committee after a written request to attend was mailed to the Member by the Medical Executive Committee, shall constitute a waiver of the Member's right to appear and be heard. The request of the Medical Executive Committee for the Member to attend the meeting shall be made in writing, mailed to Member's last known address by first class mail of the United States Postal Service at least five (5) calendar days before the meeting, and shall inform the Member that his or her failure to attend said meeting shall constitute a waiver of his or her rights to appear and be heard. The Medical Executive Committee may postpone or reschedule the meeting on the written request of the Member. The Medical Executive Committee may modify, continue, vacate, or terminate the summary restriction or suspension. The Medical Executive Committee shall

mail the Member written notice of its decision that shall be effective upon deposit in the United States Mail.

11.2.4 Procedural Rights

Unless the Medical Executive Committee terminated or vacates the summary restriction or suspension, the Member is entitled to the procedural rights afforded by these Bylaws.

11.3 Grounds for Automatic Suspensions and/or Restrictions

In certain instances, the Member's Privileges or membership may be suspended or limited as a result of certain occurrences that disqualify the member from membership or the exercise of certain Privileges. These grounds for automatic suspension do not require any action of the MEC or the Governing Body prior to the suspension and/or restriction. If a Member requests a hearing to challenge these automatic suspensions and/or restrictions, the scope of such a hearing is limited. The only question before the Judicial Review Committee in these situations is whether the grounds for automatic suspension have occurred.

11.3.2 Licensure

A. Revocation and Suspension

Whenever a Member's license or other legal credential authorizing practice in the state is revoked or suspended by the applicable licensing or certifying authority, Medical Staff membership and Clinical Privileges shall be automatically revoked as of the date such action becomes effective.

B. Restriction

Whenever a Member's license or other legal credential authorizing practice in this state is limited or restricted by the applicable licensing or certifying authority, any Clinical Privileges which the Member has been granted at the Hospital which are within the scope of said limitation or restriction are automatically limited or restricted in a similar manner, as of the date such action becomes effective and throughout its term.

C. Probation

Whenever a Member is placed on probation by the applicable licensing or certifying authority, his or her membership status and Clinical Privileges are automatically subject to the same terms and conditions of the probation as of the date such action becomes effective and throughout its term.

D. Suspension of Membership when a License is Not Renewed

Expiration:

Whenever a Member's license or other credential authorizing practice in the state expires, Medical Staff Membership and Clinical Privileges shall automatically be suspended. If the member renews his or her license and is effective retroactive, the suspension will be vacated. If it is not renewed within six (6) months, Medical Staff Membership and Privileges shall be automatically revoked.

11.3.3 Controlled Substances

Whenever a Member's DEA certificate is revoked, limited or suspended, the Member automatically and correspondingly be divested of the right to prescribe medications covered by the certificate, as of the date such action becomes effective and throughout its term.

A. Probation

Whenever a Member's DEA certificate is subject to probation, the Member's right to prescribe such medications shall automatically become subject to the same terms of the probation, as of the date such action becomes effective and throughout its term.

11.3.4 Failure to Satisfy Appearance Requirement

Failure of a Member, without good cause, to appear at a Special Appearance is cause for automatic suspension of membership and restriction of Privileges.

11.3.5 Medical Records

Members of the Medical Staff are required to complete medical records within such reasonable time as may be prescribed by the Medical Executive Committee. Failure to comply with the Medical Executive Committee policies regarding completion of medical records is criteria for suspension or other corrective action. If a Member is automatically suspended for incomplete records, his/her membership is automatically reinstated once the medical records are completed. A prolonged period of automatic suspension or a repeated pattern of automatic suspensions for incomplete medical records may be grounds for further corrective action by the Medical Staff and may result in adverse reports to governmental and licensing authorities.

11.3.6 Professional Liability Insurance

Failure to maintain professional liability insurance shall result in the immediate suspension of the Member's Clinical Privileges. Written notice of the suspension shall be mailed to the member at his or her last known address. Said notice shall also state that the member has ninety (90) days to provide proof of professional liability insurance, that the suspension will continue until proof of insurance is provided, and that failure to provide proof of insurance within ninety (90) days shall result in termination of Medical Staff membership. If proof of professional liability insurance is not provided to the Medical

Executive Committee within ninety (90) days, the Medical Executive Committee shall mail written notice of termination of Medical Staff membership to the Member at his or her last known address, including the information that he or she is entitled to the procedural rights set forth in these Bylaws.

ARTICLE 12

HEARING AND APPELLATE REVIEWS

12.1 Grounds for Hearing

Except as otherwise specified in these Bylaws, any one or more of the following actions or recommended actions shall be deemed actual or potential adverse action and constitute grounds for a hearing:

- 12.1.1 Denial of Medical Staff Membership;
- 12.1.2 Denial of requested advancement in Staff Membership category;
- 12.1.3 Denial of Medical Staff reappointment;
- 12.1.4 Demotion to lower Medical Staff category;
- 12.1.5 Suspension of Staff Membership;
- 12.1.6 Revocation of Medical Staff Membership;
- 12.1.7 Denial of any requested Clinical Privilege(s) except temporary Privileges;
- 12.1.8 Involuntary reduction of current Clinical Privileges, including temporary Privileges;
- 12.1.9 Suspension of any Clinical Privileges, including temporary Privileges;
- 12.1.10 Termination of any or all Clinical Privileges, including temporary Privileges;
- 12.1.11 Involuntary imposition of significant consultation or monitoring requirements, excluding monitoring incidental to provisional status;
- 12.1.12 Any other restriction(s) on Medical Staff membership or Clinical Privileges which is reportable pursuant to Section 805 of the Business and Professions Code.

12.2 Exhaustion of Remedies

If adverse action described above is taken or recommended, the applicant of Member must exhaust the remedies afforded by these Bylaws before resorting to legal action.

12.3 Requests for Hearing

- 12.3.1 Notice of Action or Proposed Action.

In the event of a proposed or actual action against a Member of the Medical Staff or an applicant, the Medical Staff President shall give the Member or applicant:

- 12.3.2 Prompt notice of the recommendation or action, including a brief description of the reasons for the recommendation or action;
- 12.3.3 Notice of the right to request a hearing;
- 12.3.4 Notice that failure to request a hearing within the prescribed time period and in the proper manner constitutes a waiver of rights to a hearing and to an appellate review on the matter that is the subject of the notice;
- 12.3.5 Notice regarding whether the proposed action, if adopted, is reportable pursuant to Business & Professions Code Section 805 and following;
- 12.3.6 A summary of the rights the Member or applicant will have at the hearing.
- 12.3.7 Requesting a Hearing

The affected Member or applicant must request a hearing within thirty (30) calendar days after the date of the notice of action or proposed action. The request for hearing shall be in writing and address to the Medical Staff President. Failure to make a timely request and in the manner described may result in the denial of a hearing at the discretion of the Medical Executive Committee.

12.3.8 Time and Place for Hearing

Upon receipt of a request for hearing, the Medical Staff President shall schedule a hearing and provide notice to the Member or applicant of the time, place and date of the hearing. The hearing shall commence not less than thirty (30) days or more than ninety (90) days from the date of the Notice of Hearing. When the Member is under summary suspension, the hearing shall commence not more that forty-five (45) days from the date of the Notice of the Hearing is mailed or otherwise delivered to the Member under summary suspension. The Member may waive these time limits if he/she wishes.

12.3.9 Notice of Charges

In the Notice of Hearing, the Medical Staff President shall state the reason(s) for the adverse action taken or recommended, including the acts or omissions with which the Member or applicant is charged and a list of the charges in question, where applicable. In addition, the Medical Staff President shall furnish a list of witnesses the Medical Executive Committee expects will testify on its behalf at the hearing. This list may be amended at a later time should new names emerge.

12.3.10 Judicial Review Committee

When a hearing is requested, the Medical Executive Committee shall appoint a Judicial Review Committee which shall be composed of not less than five (5) Members of the Medical Staff who have not actively participated in the consideration of the matter leading up to the recommendation or action and who are not in direct economic competition with the member charged. The Medical Executive Committee shall designate one of the five as Chair. Knowledge of the matter involved shall not preclude a Member of the Medical Staff from serving as a member of the Judicial Review Committee. In the event that it is not feasible to appoint a Judicial Review Committee from the Medical Staff, the Medical Executive Committee may appoint practitioners who are not Members of the Medical Staff. The Judicial Review Committee shall include at least one member with the same healing arts licensures as the affected Member. All other members shall have M.D. or D.O. degrees.

12.3.11 Failure to Appear or Proceed

Failure, without good cause, of the Member or applicant to personally attend and proceed at such a hearing shall constitute voluntary acceptance of the recommendations or action at issue.

12.3.12 Postponements and Extensions

Once a hearing is requested, postponements and extension of time beyond the times permitted in these Bylaws may be permitted by the Medical Staff President, the Judicial Review Committee, or its Chairperson on a showing of good cause.

12.4 Hearing Procedure

12.4.1 Pre-hearing Procedure

- A. The Medical Executive Committee or its designee may request, in writing, a list of names and addresses of all persons the Member or applicant anticipates calling to testify at the hearing on the Member's or applicant's behalf. The Member or applicant shall furnish the witness list within seven (7) days of the date of the request. Upon written request, the Medical Executive Committee or its designee shall provide the Member or applicant with copies of all documents upon which the adverse action is based. Upon written request, the Member or applicant shall provide the Medical Executive Committee or its designee with copies of all documents the Member or applicant expects to present at his/her hearing.
- B. It is the duty of the Member or applicant and the Medical Executive Committee or its designee to exercise reasonable diligence in notifying the Chairperson of the Judicial Review Committee of any pending or anticipated procedural disputes as far in advance of the scheduled hearing as possible, in order that decision concerning such matters may be made in advance of the hearing. Objections to any pre-hearing decision may be again made at the hearing.

12.4.2 Representation

The hearings provided for in these Bylaws are for the purpose of intra-professional resolution of matters bearing on professional conduct, professional competency, and/or character. The Member or applicant shall be entitled to representation by legal counsel in any phase of the hearing and shall receive notice of the right to obtain representation by an attorney at law. In the absence of legal counsel, the Member or applicant shall be entitled to be accompanied by and represented at the hearing by a practitioner licensed to practice in the State of California who is not also an attorney at law. If the Member or applicant is not represented by an attorney, the Medical Executive Committee shall appoint a representative who is not an attorney to represent its position, present the supporting witnesses and material, examine witnesses, and respond to appropriate questions. The Medical Executive Committee shall only be represented by an attorney at law if the Member or applicant is also represented by an attorney.

12.4.3 The Hearing Officer

The Medical Executive Committee shall appoint a Hearing Officer (who may also be the Chair of the Judicial Review Committee) to preside at the hearing. The Hearing Officer will not act as a prosecuting officer or as an advocate. The Hearing Officer shall endeavor to ensure that all participants in the hearing have a reasonable opportunity to be heard and to present relevant oral and documentary evidence in an efficient and expeditious manner, and that proper decorum is maintained. The Hearing Officer shall determine the order of or procedure for presenting evidence and argument during the hearing and shall have the authority and discretion to make all rulings on questions that pertain to matters of law, procedure and/or the admissibility of evidence. If the Hearing Officer determines that any participant is not proceeding in an efficient and expeditious manner, the Hearing Officer may take actions as seems warranted by the circumstances.

12.4.4 Hearing Record

A record of the hearing shall be made that is of sufficient accuracy to permit review by any appellate group that may later be called upon to review the matter. The Judicial Review Committee may determine to make the record by use of (a) a court reporter or (b) by a tape recording and minutes of the proceedings. The Member or applicant may request, in writing, a copy of the hearing record. The copy will be provided to the Member or applicant upon payment of the cost of preparing and copying the record.

12.4.5 Rights of the Parties

Both parties at the hearing may call and examine witnesses for relevant testimony, introduce relevant documents, cross-examine and/or impeach witnesses who have testified on any matter relevant to the issues, and otherwise rebut evidence, as long as these rights are exercised in an efficient and expeditious manner. The Member or

applicant may be called by the Medical Executive Committee or its designee and examined as if under cross-examination. The Member or applicant may, at the beginning of the hearing, challenge the membership of the Judicial Review Committee because of alleged conflict of interest on the part of any committee member. Should such a challenge occur, the Medical Staff President may choose to remove and replace the challenged member (requiring a postponement if necessary) or proceed without removal. If the Medical Staff President chooses to proceed without removal, any challenge by the Member or applicant shall be made succinctly in writing and shall be made part of the hearing record.

12.4.6 Miscellaneous Rules

Judicial rules of evidence and procedure relating to the conduct of the hearing, examination of witnesses, and presentation of evidence, do not apply to a hearing conducted under this Article. Any relevant evidence, including Quality Assurance profiles, credentials files, and hearsay shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the admissibility of such evidence in a court of law. However, no finding of fact may be based solely on hearsay. The Judicial Review Committee may interrogate the witnesses and/or call additional witnesses if it deems such action appropriate. At its discretion, the Judicial Review Committee may request or permit both sides to file written arguments. A Medical Staff Member does not have the right to view or use peer review information of other practitioners as part of the fair hearing process.

12.4.7 Burden of Proof

When a hearing related to denial of initial appointment, denial of requested Department or division membership, denial or restriction of Clinical Privileges, mandatory consultation or supervision requirements as it pertains to an initial application for membership or Privileges, or denial of a request to advance from courtesy to active Staff, or termination due to inactivity, the practitioner has the burden of proving that the adverse action or recommendation lacks a substantial factual basis or that the action is arbitrary, unreasonable, or capricious. Otherwise, the Medical Executive Committee has the burden of proving that the adverse action is warranted and has a substantial factual basis.

12.4.8 Adjournment and Conclusion

After the presentation of the oral and written evidence, oral closing arguments, or written closing arguments, if requested by the Judicial Review Committee, the hearing shall be closed.

12.4.9 Basis for Decision

The decision of the Judicial Review Committee shall be based on the evidence introduced at the hearing, including all logical and reasonable inferences from the evidence and the

testimony, and shall be within the constraints of these Bylaws. The decision of the Judicial Review Committee shall be final, subject to the Appeal provision of these Bylaws.

12.4.10 Presence of Judicial Review Committee members and Vote

A majority of the Judicial Review Committee must be present throughout the hearing and deliberations. If the committee member is absent from any part of the proceedings, he/she may not participate in the deliberations or the decision.

12.4.11 Decision of the Judicial Review Committee

- A. The Judicial Review Committee shall make findings of fact.
- B. The Judicial Review Committee may make one of the following decisions based upon the findings of fact:
 - 1) The action of the Medical Executive Committee is sustained;
 - 2) The action of the Medical Executive Committee is overturned; or
 - 3) The action of the Medical Executive Committee is modified. (The modification may be less or more adverse to the Member or applicant than the action of the Medical Executive Committee.)
- C. The Judicial Review Committee shall make its decision by simple majority vote. The numerated results of the vote are not reported in the final report of the Judicial Review Committee.
- D. Within thirty (30) workdays after adjournment of the hearing, the Judicial Review Committee shall render a decision, which shall be in writing. If the Member is currently under suspension, however, the time for the decision and report shall be fifteen (15) workdays. The original report and decision shall be forwarded to the Medical Staff President, the Professional Affairs Committee and the Member or applicant at his or her last known address. The report shall contain the findings of fact, a statement of the reasons in support of the decision, and the decision. The decision of the Judicial Review Committee shall be final, subject to such rights or appeal as set forth in these Bylaws.

12.5 Appeals

12.5.1 Time for Appeal

Within ten (10) calendar days of the date that the report/decision of the Judicial Review Committee is mailed to the Member of applicant, either the Member or applicant or the Medical Executive Committee may request an appellate review of the decision. The written request for such review shall be delivered to the Medical Staff President and mailed or delivered to the other party to the hearing. If a request for appellate review is not made within the specified time period, the decision of the Judicial Review Committee shall be final.

12.5.2 Grounds for Appeal

A written request for an appeal shall include an identification of the grounds for appeal and a clear and concise statement of the fact in support of the appeal. The grounds for appeal from the hearing shall be: (a) substantial non-compliance with the procedures required by these Bylaws or applicable law which has created demonstrable prejudice; (b) the decision was not supported by substantial evidence based upon the hearing record or such additional information as may be permitted.

12.5.3 Time, Place and Notice

If an appellate review is to be conducted, the appeal board shall, within thirty (30) days after receipt of notice of appeal, schedule a review date and cause each side to be given notice of the time, place and date of the appellate review. The date of appellate review shall not be less than thirty (30) nor more than sixty (60) days from the date of such notice, provided, however, that when a request for appellate review concerns a Member who is under suspension which is then in effect, the appellate review shall be held as soon as the arrangements may reasonably be made, not to exceed fifteen (15) days from the date of the notice. The time for appellate review may be extended by the appeal board for good cause.

12.5.4 Appeal Board

The Governing Body, or an authorized committee of the Governing Body, shall sit as the Appeal Board. Knowledge of the matter involved shall not preclude any person from serving as a member of the Appeal Board, so long as that person did not take part in a prior hearing on the same matter. The Appeal Board may select an attorney to assist it in the proceeding, but that attorney shall not be entitled to vote with respect to the appeal.

12.5.5 Appeal Procedure

The proceeding by the Appeal Board shall be in the nature of an appellate hearing based upon the record of the hearing before the Judicial Review Committee, provided that the Appeal Board may accept additional oral or written evidence, subject to a foundational showing that such evidence could not have been made available to the Judicial Review Committee in the exercise of reasonable diligence and subject to the same rights of cross-examination or confrontation provided at the Judicial Review Hearing; or the Appeal Board may remand the matter to the judicial Review Committee for the taking of further evidence and for decision. Each party shall have the right to be represented by legal counsel in connection with the appeal, to present a written statement in support of his or her position on appeal and, in its sole discretion, the Appeal Board shall present its written recommendations as to whether the Governing Body should affirm, modify, or reverse the Judicial Review Committee decision, or remand the matter to the Judicial Review Committee for further review and decision.

12.5.6 Decision

- A. Except as otherwise provided herein, within thirty (30) days after the conclusion of the appellate review proceeding, the Governing Body shall render a decision in writing and shall forward copies thereof to each side involved in the hearing.
- B. The Governing Body may affirm, modify, or reverse the decision of the Judicial Review Committee or remand the matter to the Judicial Review Committee for reconsideration. If the matter is remanded to the Judicial Review Committee for further review and recommendation, said committee shall promptly conduct its review and make its recommendations to the Governing Body. This further review and the time required to report back shall not exceed thirty (30) days in duration except as the parties may otherwise agree or for good cause as jointly determined by the Chairpersons of the Governing Body and the Judicial Review Committee.
- C. In the event the decision of the Governing Body is unfavorable to the applicant or Member, that action shall become final. In the event the decision is favorable, that action also shall become final unless the Medical Executive Committee elects within fifteen (15) days to submit the matter to an ad-hoc committee. This ad-hoc committee shall be composed of two (2) members of the Governing Body (appointed by the Chair of the Governing Body) and two (2) Members of the Medical Staff (as appointed by the Medical Staff President) and shall have access to the records from the hearing and appeal. The decision of this committee shall be in writing within thirty (30) days of receipt of the matter unless extended for good cause. The decision of this committee shall specify the reasons for the action taken and shall be forwarded to the Governing Body who shall reconsider its action, and then render a final decision.

12.5.7 Right to One Hearing

No Member or applicant shall be entitled to more than one evidentiary hearing and one appellate review on any matter that has been the subject of adverse action or recommendation.

12.6 Exceptions to Hearing Rights

12.6.1 Automatic Suspension or Limitations of Practice Privileges.

In the circumstances set forth in these Bylaws causing Automatic Suspension, the issues which may be considered at a hearing, if requested, shall not include evidence designed to show that the determination by the licensing or credentialing authority was unwarranted, but only (1) whether the revocation, suspension, restriction, or probation occurred, (2) the terms of any restrictions, or probation, and (3) whether the Member may continue to practice in the Hospital with the Limitations imposed by the licensing or credentialing authority.

12.6.2 Expunction of Disciplinary Action.

Upon petition, the Medical Executive Committee, in its sole discretion, may expunge previous disciplinary action upon a showing of good cause or rehabilitation.

ARTICLE 13

CONFIDENTIALITY

13.1 General

Discussion, deliberation, records and proceedings of all meetings of all Medical Staff committees having the responsibility of evaluation and improvement of quality care rendered in this Hospital, including, but not limited to meetings of the Medical Staff meeting as a committee of the whole, meeting of Departments and Division, meeting of Committees, and meetings of special and ad-hoc committees and including information regarding any Member or applicant to the Medical Staff, shall be confidential to the fullest extent permitted by law.

“Records” includes, but is not limited to, the credentials and quality assurance profiles of individual practitioners and the records of all Medical Staff credentialing, peer review, and quality review activities.

Records will be disclosed only in the furtherance of credentialing, peer review, and quality review activities, and only as specifically permitted under the condition described in this Article, or otherwise required by law.

Records that are disclosed to the Governing Body of the Hospital or its authorized representatives, in order for the Governing Body to discharge its lawful obligations and responsibilities, shall be maintained as confidential.

13.2 Breach of Confidentiality

Inasmuch as effective peer review and consideration of the qualifications of Medical Staff Members and applicants to perform specific procedures must be based on free and candid discussions, any breach of confidentiality provision of these Bylaws, except in conjunction with other Hospital, professional society, or licensing authority duties, is unauthorized conduct for any Medical Staff member and is grounds for corrective action.

13.3 Protection

All Medical Staff records shall be maintained in the Medical Staff Office and in the Quality Assurance Department. Such records shall be maintained in locking cabinets under the custody of the Chairpersons of the Credentials Committee and the Patient Safety and Performance Improvement Committee or their designees. The profile cabinets will be locked except during such times as these Chairpersons or their designees are able to monitor access to the records.

13.4 Access by persons or Agencies Outside the Jurisdiction of the Hospital

13.4.1 Credentialing or Peer Review at Other Hospitals

The Medical Staff president, the Credentials Committee Chairperson or the designee of either, may release information contained in a credentials profile in response to a request from another hospital or its Medical Staff. That request must include information that the practitioner is a member of the requesting hospital's Medical Staff, exercise privileges at the requesting hospital, or is an applicant for Medical Staff membership or privileges at that hospital, and must include a release for such records signed by the concerned practitioner.

13.4.2 Requests by Hospital Surveyor/Investigators

Hospital surveyor/investigators are entitled to inspect records (excluding quality assurance profiles, which shall not be made available to any persons or agencies outside the jurisdiction of the Hospital) covered by this Article on the hospital premises in the presence of the Medical Staff President (or designee), provided that:

- A. No originals or copies may be removed from the premises;
- B. Access is only with concurrence of the Administrator (or designee) and the Medical Staff President (or designee); and
- C. The surveyor demonstrates the following to Hospital and Medical Staff representatives;
 - 1) That the surveyor has specific statutory or regulatory authority to review the requested materials;
 - 2) That the materials sought are directly relevant to the matter being investigated;
 - 3) That the materials sought are the most direct and least intrusive means to carry out the pending investigation or survey, bearing in mind that credentials profiles regarding individual practitioners are confidential materials;
 - 4) That sufficient specificity is provided to allow for the production of individual documents without undue burden to the Hospital or Medical Staff; and
 - 5) That in the case of a request for documents with physician identifiers, the need for such identifiers is documented.
 - 6) Additionally, at the discretion of the Medical Staff President and the Administrator, the surveyor may be asked to sign a statement acknowledging notification of the provisions of confidentiality. If he/she declines to sign, it will be noted at the bottom of the prepared statement that the surveyor, identified by name, has declined to sign but has been provided a copy of confidentiality provisions.

13.4.3 Subpoenas

All subpoenas of Medical Staff records shall be referred to the Administrator, who shall have the option of consulting legal counsel for the purpose of formulation a response.

The Administrator shall notify the Medical Staff President when a subpoena for Medical Staff records is received.

13.4.4 Requests from Licensing Boards

Current law allows the California Medical Board, the Board of Osteopathic Examiners, and the Board of Dental Examiners to review certain materials pertaining to Medical Staff hearings concerning corrective action recommendations or decisions. Given the current requirements of law, copies of the following records of a Medical Staff disciplinary hearing shall be made available to the appropriate licensing board upon the specific request of such board:

- A. The Notice of Charges presented to the practitioner before the beginning of a Medical Staff hearing;
- B. Any document, medical record, or other exhibit received in evidence at the hearing; and/or,
- C. Any written opinion, finding, or conclusions of the Medical Staff hearing committee that were made available to the concerned practitioner.

In the event that the concerned practitioner did not request a hearing as per these Bylaws, the Notice of Action or Proposed Action shall be made available

The Medical Staff President, or designee, must review and approve the disclosure before it is made. Any request for documents other than those cited above shall be disclosed only in accordance with this Article.

13.4.5 Other Requests

All other requests for information contained in the Medical Staff records shall be forwarded to the Medical Staff President and the Administrator for an appropriate response.

13.5 Access by Persons within the Jurisdiction of the Hospital

13.5.1 Quality Assurance Profiles

- A. Any practitioner may review his/her Quality Assurance profiles and/or work folder without cause and without approval by giving timely notice in writing to the designee of the Medical Executive Committee. An observer shall be present when the practitioner is reviewing his/her profile. When a Member has reviewed his/her profile as provided under this section, he/she may request a correction or deletion of information in his/her Quality Assurance profile by written request to the Medical Executive Committee. Such a request shall include a statement of the basis for the action requested. The request will be considered and acted upon in accordance with the Bylaws.

- B. Except as noted above, no Member of the Medical Staff, other than those specified in the Bylaws, may be provided with access to a practitioner's Quality Assurance profile and/or work folder. No member of the Hospital Administration or the Governing Body may be provided with access to practitioner's Quality Assurance profile or work folder, except as required by the administrative hearing process in these Bylaws. The individual practitioner under review will be notified in writing whenever this request occurs.
- C. Quality Assurance profiles may be submitted as evidence during a fair hearing conducted pursuant to these Bylaws.

13.5.2 Credential Files

A Medical Staff Member shall be granted access to his/her own credentials files, subject to the following provisions;

- A. The request shall give timely notice to the Medical Staff President or his/her designee;
- B. The Member may review, and receive a copy of, only those documents provided by or personally address to the Member. A summary of all other information, including peer review committee findings, letters of reference, monitoring reports, complaints, etc., shall be provided to the Member in a timely manner, in writing, by the Medical Staff President or designee. Such summary shall disclose the substance, but not the source, of the information summarized;
- C. The review by the Member shall take place in the Medical Staff Office, during normal working hours, in the presence of the Medical Staff President or designee.

13.5.3 When a Member has reviewed his/her file, he/she may address to the Medical Staff President a written request for correction or deletion of information in his/her credentials files. Such request shall include a statement of the basis for the action requested. The Medical Staff President shall review such a request within a reasonable time and shall recommend to the Medical Executive Committee after such review whether to make the correction or deletion requested. The Medical Executive Committee, when so informed, shall either grant or deny the request by a majority vote. The Member shall be notified promptly, in writing, of the decision of the Medical Executive Committee. In any case, a Member shall have the right to add to his/her own credentials profile a statement responding to any information contained in the file.

13.5.4 The Medical Staff President, Department Chairpersons, committee chairpersons, the Chief Medical Officer, and the Administrator shall have access to credentials files to the extent necessary to perform their official duties. Medical Staff committee members shall have access only to the records of committees on which they serve.

13.5.5 No members of the Hospital Administrator or the Governing Body will be given access to a practitioner's credentials file; however, the Governing Body or its designee, consistent

with its ultimate responsibility to oversee quality or care, may wish to have an individual practitioner's credentials profile evaluated for specific reasons of concern. The individual practitioner under review must be immediately notified in writing whenever this request occurs.

ARTICLE 14

GENERAL PROVISIONS

14.1 Rules and Regulations

The Medical Staff must annually review the Rules. The procedure for adopting, amending, and repealing the Rules is set forth in Article 15 of the Bylaws. Once a rule or regulations is adopted or amended by the Governing Body, it is effective and governs applicants and Members of the Medical Staff. If there is a conflict between the Bylaws and the Rules, the Bylaws prevail. The process set forth in Article 15 of the Bylaws is the sole method for the initiation, adoption, amendment, and repeal of medical Staff Rules.

14.2 Dues or Assessments

The Medical Executive Committee shall annually recommend the amount of annual dues or assessments, if any, for each category of Medical Staff membership, subject to the approval of the Medical Staff, and to determine the manner of expenditure of such funds.

14.3 Construction of Terms and Headings

The captions or headings in these Bylaws are for convenience only and are not intended to limit or define the scope of or affect any of the substantive provisions of these Bylaws. These Bylaws apply with equal force to both genders wherever either term is used.

14.4 Authority to Act

Any Member or Members who act in the name of this Medical Staff without proper authority shall be subject to such disciplinary action, as the Medical Executive Committee may deem appropriate.

14.5 Division of Fees

Any division of fees by Members of the Medical Staff is forbidden and any such division of fees shall be cause for exclusion or expulsion from the Medical Staff.

14.6 Special Notices

Except as otherwise provided in these Bylaws, all notices, demands and requests required or permitted to be mailed shall be in writing addressed to the last known address provided by the Member, sealed, with postage fully paid, and deposited in the United States Postal Service. In the alternative, any notice, demand, or request that is required or permitted to be mailed may be hand-delivered. If the official records of the Medical Staff and the Hospital contain different addresses, the notice, request or demand shall be mailed to both addresses.

14.7 Requirements for Elections of Medical Staff President, Department Heads, Division heads and for Bylaws Amendments

14.7.1 Elections by Secret Ballot:

All elections shall be by secret ballot.

14.7.2 Eligibility to Vote:

Only active Members of the Medical Staff in Good Standing may vote in elections governed by these Bylaws. An active Member of the Medical Staff is one who has been approved for active status by the Governing Body at least seven (7) days before the day ballots are mailed.

14.7.3 Mailing Address:

It is the responsibility of each Member of the Medical Staff to provide the Medical Staff Office with his/her current mailing address. Ballots will be mailed to the last address provided by the Medical Staff Member.

14.7.4 Runoff Elections:

A candidate shall be elected by a majority of the votes cast. If no candidate receives a majority vote on the first ballot, a runoff election shall be conducted as soon as is practical between the two candidates who received the highest pluralities. If the runoff election results in a tie, the election shall be repeated. If there is still a tie, the Medical Staff president will cast the deciding vote. If the election is for the Medical Staff President, the Medical Executive Committee will decide.

14.7.5 Voting within Committees and Departments:

At the discretion of the Department Chair, ballots may be by voice, by hand, or by secret ballot. However, at the request of any voting Member within that committee or Department, that vote shall be by secret ballot. Voting Members are determined in accordance with these Bylaws.

14.8 Disclosure of Interest.

All nominees for election or appointment to Medical Staff offices, Department Chairs, or the Medical Executive Committee shall, at least twenty (20) days prior to the date of election or appointment, disclose in writing to the Medical Executive Committee those personal, professional, and financial affiliations and relationships of which they are reasonably aware that could foreseeably result in a conflict of interest with their activities or responsibilities on behalf of the Medical Staff.

14.9 Authorization, Immunity, and Releases.

14.9.1 Authorization and Conditions.

By applying for or exercising clinical privileges within this hospital, an applicant;

- A. Authorizes representatives of the hospital and the Medical Staff to solicit, provide, and act upon information bearing upon, or reasonably believed to bear upon, the applicant's professional ability and qualifications;
- B. Authorized persons and organizations to provide information concerning such practitioner to the Medical Staff;
- C. Agrees to be bound by the provisions of this Article and to waive all legal claims against any representative of the Medical Staff or the hospital who acts in accordance with the provisions of these Bylaws; and
- D. Acknowledges that the provisions of these Bylaws are express conditions to an application for Medical Staff membership, the continuation of such membership, and to the exercise of clinical privileges at this hospital.

14.9.2 Releases.

Each applicant or Member shall, upon request of the Medical Staff or hospital, execute general and specific releases as necessary to carry out the provision of these Bylaws.

14.10 Standards for History and Physical Examination.

14.10.1 The complete history and physical examination (H&P), as required for the patient's medical record, shall be completed within twenty-four (24) hours after admission of the patient, and, in case a patient is admitted for surgery, shall be completed prior to the time surgery is done. When the history and physical examination is dictated, a holding note must be recorded in the medical record at the time of examination. A history and physical may be performed up to thirty (30) days in advance provided a durable and legible copy is inserted into the inpatient medical record no later than twenty (24) hours after admission and is updated as appropriate.

14.10.2 Special Standards for Elective Surgery.

The following procedure is to be followed when scheduling a patient for either elective outpatient surgery or elective surgery to be done on the day of admission (for general or regional anesthesia.)

14.10.3 The scheduling surgeon must schedule the patient for a pre-op H&P to be done within thirty (30) days prior to surgery. The surgeon must clearly enter in the medical record:

- A. The procedure being scheduled and type of anesthesia;
- B. The surgical indications;
- C. Whether the patient is to be admitted following the surgery.

10.10.4 It is the responsibility of the surgeon scheduling the procedure to obtain informed consent from the patient at the time it is scheduled, having explained the risks and benefits to the patient.

10.10.5 The pre-op H&P and all ordered tests will be reviewed by the anesthesiologist prior to surgery. The provider performing the H&P and/or the primary care provider may be consulted in evaluation of abnormal results prior to cancellation of surgery.

ARTICLE 15

ADOPTION AND AMENDMENT OF BYLAWS AND RULES

15.1 Annual Review.

These Bylaws and the Rules shall be reviewed annually by the Medical Executive Committee.

15.2 Procedure.

Upon the request of the Medical Staff President, the Medical Executive Committee, the Administrative Affairs Committee, or upon timely written petition signed by at least 10% of the Members of the Medical Staff in Good Standing who are entitled to vote, consideration shall be given to the adoption, amendment or repeal of these Bylaws or Rules.

15.3 Medical Staff Action.

These Bylaws and Rules may be adopted, amended, or repealed by:

15.3.1 The affirmative vote of a majority of the active Staff Members in Good Standing present at a regular or special Staff Meeting at which a quorum attends, provided that the proposed documents or amendments are made available to Staff Members entitled to vote thereon no less than two (2) weeks before balloting with or at the time of notice of the meeting; or

15.3.2 The affirmative vote of a majority of ballots returned by Members in Good Standing, provided that a copy of the proposed documents or amendments are made available to each Staff member entitled to vote thereon no less than two (2) weeks before balloting, and provided that no less than two (2) weeks' time interval exists between the date the ballot was mailed to active Members and the due date of the ballot.

All elections to adopt amend or repeal the Bylaws or Rules and Regulations shall be conducted in accordance with these Bylaws.

15.4 Approval.

By laws and Rules changes adopted by the Medical Staff shall not become effective until approved by the Governing Body. Neither the Medical Staff nor the Governing Body may unilaterally amend the Bylaws or Rules.

15.5 Exclusivity.

The mechanism described herein shall be the sole method for the initiation, adoption, amendment, and/or repeal of the Bylaws or Rules.

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Rules and Regulations

These Rules and Regulations are adopted pursuant to Article 15 of the Medical Staff Bylaws. These Rules use the same Definitions as the ones described in the Bylaws. The Rules specifically include those policies and procedures that are referenced herein.

1. General Rules

A. Admissions

1. All admissions of patients are subject to rules delineated in the Medical Staff Bylaws, specific department policies and hospital policies.

B. Continuous Responsibility for Patients

1. Inpatient

- a. The attending physician is responsible for the complete and continuing care of his/her patients. He/she is required to keep appropriate personnel informed as to where he/she can be reached in case of emergency and shall designate at least one physician to render emergency or other necessary patient care if he/she is not available. Each patient shall be reassessed daily.

2. Outpatient

- a. Primary Care Providers are responsible for their panel of patients as described in the Ambulatory Care Policies.

C. Medical Records

1. General Provisions

- a. Abbreviations
 - i. An “Unacceptable Abbreviations List” is posted throughout the hospital and clinics. Copies may be obtained from Medical Records.
- b. Records Belonging to Health Services Department
 - i. Refer to Hospital Policy 705 – Removal, Retention and Destruction of Protected Health Information. All medical records and other records relating to the admission, care and discharge of a patient are the property of the Contra Costa County Health Services Department and may be removed from the Health Services Department’s jurisdiction and safekeeping only in accordance with a subpoena, court order or other statute. In case of readmission of any patient, all previous records shall be available to the attending physician.
- c. Electronic Signature
 - i. Approved electronic signature of medical records is acceptable for chart completion.

2. Completion of Records

- a. Inpatient Records
 - i. Responsibilities of the Members of Medical Staff and General Provisions
- b. Content of Staff Entry
 - i. The attending physician shall be responsible for preparing a complete medical record for each patient as described in Hospital Policy 706 – Medical Record Content. This record shall include at least the following minimum information.
 - ii. Patients shall be discharged only upon the order of the attending physician or another physician acting as his/her representative. At the time the patient is discharged, the attending physician shall complete the medical record, indicate the reason for admission, state the final diagnosis, record treatment and/or procedures performed, describe the condition of the patient on discharge, including specific comparison with condition on admission and any specific instructions given the patient and/or family (e.g., diet, medication, physical activity and follow-up care.) When pre-printed instructions are given to the patient, the record should so indicate and a sample of the instruction sheet in use at the time must be kept on file in the Medical Records Department. All medical record entries must be signed and dated.
 - iii. When a patient has been hospitalized a discharge summary is required.
 - iv. All surgery performed shall be fully described by the operating surgeon in the patient's medical record. Such description shall include a detailed account of the technique used, identification of tissues and foreign material removed, if any, and a description of the findings. Such description shall be done immediately after surgery is concluded. A brief interim operative note shall be placed in the medical record immediately after surgery is concluded if the complete note is not immediately visible in the electronic health record.
 - v. At the discretion of the attending physician, tissues and foreign materials removed in surgery shall be submitted, together with adequate clinical information, to the pathologist on duty. The Pathology Department may establish appropriate guidelines.
 - vi. In addition to the operating surgeon's report, the record of every operation involving use of an anesthetic other than local shall include a proper anesthetic record and a post-anesthetic follow-up report.
 - vii. Standards for History and Physical Examination. The complete history and physical examination (H&P), as required for the patient's medical record, shall be completed within twenty-four (24) hours after admission of the patient, and, in case a patient is

admitted for surgery, shall be completed prior to the time surgery is done. When the history and physical examination is done a holding note must be recorded in the medical record at the time of examination. History and physical may be performed up to thirty (30) days in advance provided a durable and legible copy is inserted into the inpatient medical record no later than twenty-four (24) hours after admission of the patient, and, in case a patient is admitted for surgery, shall be completed prior to the time surgery is done. When the history and physical examination is done a holding note must be recorded in the medical record at the time of examination. A history and physical may be performed up to thirty (30) days in advance provided a durable and legible copy is inserted into the inpatient medical record no later than twenty-four (24) hours after admission and is updated as appropriate. At a minimum the H&P will include the following sections: HPI, Problem List, Allergies, Medications, Physical Exam, and Assessment/Plan.

viii. Special Standards for Elective Surgery. The following procedure is to be followed when scheduling a patient for either elective outpatient surgery or elective surgery to be done on the day of admission (for general or regional anesthesia.)

1. The scheduling surgeon must schedule the patient for a pre-op H&P to be done within thirty (30) days prior to the surgery. The surgeon must clearly enter in the medical record:
 - a. The procedure being scheduled and type of anesthesia;
 - b. The surgical indications;
 - c. Whether the patient is to be admitted following the surgery.
2. It is the responsibility of the surgeon scheduling the procedure to obtain informed consent from the patient at the time it is scheduled, having explained the risks and benefits to the patient.
3. A History and Physical shall be done on all pre-op patients.
4. Pre-op lab work should be scheduled within two weeks prior to surgery.
5. The pre-op H&P and all ordered tests will be reviewed by the anesthesiologist prior to surgery. The provider performing the H&P and/or the primary care provider may be consulted in evaluating abnormal results prior to cancellation of surgery.

3. Delinquency

- a. All charts must be completed within the time limits specified below. A “complete medical record” is defined as one that meets all criteria as set forth.

i). Inpatient and Surgery

Document	Time Due
Discharge Summary.....	Thirteen (13) days post discharge
Inpatient History/Physical.....	Twenty-four (24) hours post admission
Interval History/Physical.....	Less than twenty-four (24) hours prior to surgery
Operative Report.....	Immediately after surgery
Pre-anesthesia evaluation.....	Must be completed prior to being placed under anesthesia unless extreme emergency
Post-Anesthesia note.....	6 hours after conclusion of anesthesia
Verbal orders.....	Authenticated by twenty-four (24) hours for IV Fluid or IV drug orders; all others within 48 hours
Other inpatient documentation as required by law, including;	At hospital discharge
a) Diagnostic and therapeutic orders;	} Must be signed within thirteen (13) days and are delinquent after the fourteenth (14 th) day.
b) Clinical observations and results of therapy;	
c) Reports of procedures, tests, and their results;	
d) Conclusions at the termination of care.	
e) All inpatient dictations.	

ii. Outpatient Records

- a. Providers are encouraged to chart as soon as possible after visit. At a minimum, the diagnosis and treatment plan shall be charted at the time of the visit. The provider note must be complete within twenty-four (24) hours.
- b. Outpatient notes should contain the following elements:
 - i. Patient identification.
 - ii. Date of visit.
 - iii. Relevant history or pertinent update of the illness or injury.
 - iv. Physical findings, if applicable.
 - v. Results of tests and other studies, if applicable.
 - vi. Diagnostic assessment.
 - vii. Treatment plan, including prescriptions.
 - viii. Results of treatment rendered during the visit, if applicable.
 - ix. Patient teaching, including instructions given to the patient and/or family and follow-up care.

4. Disciplinary Proceedings

a. Process

- i. An incomplete chart is considered delinquent fourteen (14) days after the due date as specified at 1.C.3.a. Automatic initiation of disciplinary proceedings for the responsible practitioner will occur as soon as a chart becomes delinquent.
- ii. A letter will be sent to the practitioner responsible for the delinquent records from Health Information Management. The Medical Staff Office will also contact the practitioner, using the contact information provided to the office by the practitioner. Practitioners are responsible for making sure their contact information is up to date.
- iii. The letter shall state:
 - A. The list of delinquent records;
 - B. That failure to complete delinquencies within seven (7) days will result in suspension of all Medical Staff Privileges and Staff Membership by the Medical Staff President until the stated delinquent charts are completed.
- iv. If delinquent records referred to in the letter are not completed with seven (7) days, the Medical Staff President shall immediately suspend all Medical Staff Privileges and Membership until the delinquent charts are properly completed. The Medical Staff President will notify the appropriate Department Heads, the Executive Director of the Hospital, Chief Medical Officer and the Residency Director as appropriate.

b. Further Sanctions

- i. Any practitioner suspended for a cumulative total of thirty (30) days or more during any 12-month period will be reported to the Medical Board of California by the Medical Staff President.

D. Medical Orders

1. Inpatient

- a. All orders must be reconciled when a patient is transferred into or out of the Critical Care units (ICU and IMCU.)
 - i. Orders can be dictated or telephoned to a health professional listed below and later signed by the attending physician, or, in case of treatment required in the absence of the attending physician, by the physician then responsible for the patient's care/ Verbal orders shall be accepted and entered by a licensed nurse, occupational therapist, physical therapist, licensed respiratory therapist or speech therapist, registered pharmacist or registered dietician only and such action will be limited to urgent circumstances.
 - ii. Verbal orders are not valid for orders to limit or remove lifesaving procedures.

- iii. There are no routine or standing orders regarding patient care or ordering of diagnostic tests.

2. Outpatient

- a. Outpatient orders should be entered in the medical records. Any verbal orders must be co-signed by the M.D. or FNP within twenty-four (24) hours.

E. CPR

1. Although a "Basic CPR" certificate is not required for Medical Staff membership, it is strongly encouraged for all those physicians in patient care. Individual Departments may require it for membership.

F. Disaster Assignments: Refer to Hospital Disaster Plan

1. Contra Costa Regional Health Center & Health Centers maintains a disaster plan based upon the Hospital Emergency Incident Command System (HEICS) which delineates the administrative structure for disaster responses. Each individual Department also has in place disaster and evacuation plans.
2. Employed members of the Medical Staff are designated automatically as disaster workers in the event of a disaster. Other members of the Medical Staff are eligible to participate in disaster work, as is volunteer staff under the guidelines of disaster credentialing as delineated in the Medical Staff Bylaws.

G. Consultation Policy

1. All providers are expected to seek consultation and advice whenever they encounter a situation in the course of caring for a patient in whom they are not confident of their own ability or knowledge. They should also seek consultation when it becomes evident that the patient is not comfortable with the diagnosis or management of his or her problem. Consultation may be obtained from Members of the Staff who are privileged to care for the problem for which the advice is sought, and his or her report shall be included in the medical record. The consultation report should be placed in the medical report.
2. Except where consultation is precluded by emergency circumstances, the attending physician shall consult with another qualified physician in all of the following cases:
 - a. All major surgical cases in which the patient is not a good risk.
 - b. In all cases in which the diagnosis is obscure or in which there is doubt as to the best therapeutic measures to be utilized.

H. Operating Room Policies

1. *Consents:*

- a. Except in cases of emergency, no surgery shall be performed except pursuant to written informed consent from the patient or his/her legal representative, and all other persons, if any, from whom consent is required.
 - i. History and physical examination;
 - ii. Pre-operative diagnosis;
 - iii. All necessary Laboratory and X-ray work;
 - iv. Pre-anesthetic evaluation in all cases receiving a general anesthetic;
- b. If, in any surgical cases, the foregoing requirements are not met prior to the time scheduled for surgery, the operation shall be canceled by the Operating Room Supervisor or designee and rescheduled unless the attending physician documents that such delay would be detrimental to the patient.

2. *Prompt attendance of surgeon and attendants:*

Surgeons and attendants must be in the operating room and ready to commence surgery at the time scheduled.

I. Supervision of Resident Physicians

1. Resident physicians shall have appropriate supervision present at all times regardless of patient complexity or resident competency. All medical care provided by resident staff is under the supervision of licensed physician members of the Medical Staff who have privileges for the patient care being rendered and the Residency Director. Such care shall be in accordance with the provision of a program approved by and in conformity with the Accreditation Council on Graduate Medical Education of the American Medical Association and the American Osteopathic Association. Residents must be supervised by members of the Medical Staff in such a way that the trainee assumes progressively increasing responsibility for patient care according to their level of training, ability and experience.

2. Inpatient Supervision

Resident physicians shall identify a licensed physician member of the Medical Staff who has privileges for the patient care being rendered or the Residency Director as the attending of record on the admission orders of all patients admitted to the hospital. All critically ill patients admitted by the resident physician shall be discussed with an attending physician. Teaching rounds shall be held daily.

- a.
- b. All "DNR/DNI" orders entered by resident physicians shall document concurrent discussion with a licensed physician member of the Medical Staff who has privileges for the patient care being rendered and the Residency Director.

- c. Medical Staff co-signatories are needed for all resident physicians for the following medical records and documents:
 - i. Inpatient History and Physical
 - ii. Consultative Reports
 - iii. Procedure notes and operative reports
- 3. Outpatient Supervision
 - a. Detailed and specific resident supervision policies are located in the Graduate Medical Education (GME) Policies and Procedures manual. A copy of this manual is located in the residency office or an electronic version is available upon request.
 - i. Prescriptions
 - A. All first year residents, even if they have a post-graduate training license, must have all prescriptions co-signed.
 - ii. Family Medicine Clinics
 - A. All resident physicians must have a preceptor with appropriate privileges assigned to supervise and precept them. This preceptor must be immediately available and have adequate time for teaching.
 - B. All medical record entries by medical students must be co-signed by a provider with privileges.
 - iii. Specialty Clinics
 - A. A staff physician will directly supervise all residents working in a specialty clinic. The resident physicians are expected to discuss all patients with the supervising physician before the patient leaves. The supervising physician should be identified on the consultation.
 - B. All medical record entries by medical students must be co-signed by a provider with privileges.

J. On-Call Response Time

- 1. Departments shall determine and monitor appropriate on-call procedures for their specific services.

K. Processing and Delivery of Ordered Blood Products

- 1. Blood products ordered by any physician shall be provided by the Blood Bank/Transfusion Service without delay. If questionable indications for transfusion are felt to be present, the pathologist, while processing of this order proceeds without delay, will attempt to discuss this issue with the ordering physician. If, after discussion, the pathologist still believes the request to be questionable, he/she will report this case to the appropriate Department or committee for review.
- 2. The physician who has primary responsibility for the patient has the final say in decision making, although we encourage a team approach utilizing dialogue between the clinician and the transfusion service.

L. Collection and Expenditures of Medical Staff Funds

1. Application Fees

- a. Each application may be assessed an application non-refundable processing fee. This fee shall be Three Hundred Dollars (\$300) and shall also be considered as payment of any dues, for which the applicant shall be liable during the period of the initial appointment, should the applicant be appointed to the staff. The fee for applications for Courtesy, Honorary, Temporary, Administrative, Allied Health Professional, and Telemedicine Staff shall be One Hundred and Fifty Dollars (\$150)
- b. In the event that the applicant is not accepted, no portion of this applications fee shall be refunded. In special circumstances as defined by the Credentials Committee and the Medical Executive Committee, this application fee may be waived.

2. Medical Staff Dues

- a. The Medical Executive Committee shall have the power to determine the amount of biennial reappointment dues. The following dues are currently in effect:
 - i. Active Staff:
Two Hundred Dollars (\$200) for each two-year reappointment
 - ii. Courtesy, Honorary, Temporary, Administrative, Allied Health Professional, and Telemedicine Staff:
One Hundred Dollars (\$100) for each two-year reappointment

3. Reappointment Late Processing Fees

- a. Pursuant to the Bylaws and the Rules, the Medical Staff is authorized to collect late processing fees. An application for reappointment is late when less than one hundred fifty (150) calendar days remain until the end of Members' term. In addition to the regular reappointment fee, the following late processing fees are assessed:
 - i. At one hundred fifty (150) days from the end of a term – Fifty dollars (\$50) – (may be waived in extenuating circumstances, such as vacation);
 - ii. At one hundred twenty (120) days from the end of the term – Fifty dollars (\$50) more for a total penalty of one hundred dollars (\$100) – (may not be waived);
 - iii. At ninety (90) days from the end of the term – Fifty dollars (\$50) more for a total penalty of one hundred fifty dollars (\$150),
 - iv. At ninety (90) days, all fees must be paid in full and application must be complete or reappointment application is not processed and the membership is deemed to have expired automatically at the end of the term. If the member submits a new application for membership in the medical staff within six (6) months of the expiration of the appointment, he/she must pay the one hundred fifty dollar (\$150) penalty in addition to the application fee.

4. Expenditure of Funds

- a. The Medical Executive Committee shall determine the method of disbursement of Medical Staff funds. The Medical Executive Committee may appoint a Medical Staff Funds Advisory Committee to advise the Medical Executive Committee regarding such expenditures.
- b. If an Advisory Committee is appointed, it shall study the various possible uses for the funds and recommend specific expenditures, including specific dollar amounts, to the Medical Executive Committee on an annual basis or more often as appropriate.
- c. The Medical Executive Committee shall retain ultimate control of these funds. The Medical Executive Committee may deposit these funds in any accounts it deems suitable.
 - i. Any account shall have the following co-signers:
 - A. The Medical Staff President
 - B. The Medical Staff President-Elect
 - C. The Immediate Past President of the Medical Staff
 - D. The Chair(s) of the Administrative Affairs Committee
 - E. Two Medical Staff Coordinators as designated by the Medical Executive Committee
 - ii. Any two (2) of these co-signers may distribute Medical Staff funds provided at least one co-signer is a Member of the Medical Staff. Any disbursement of funds greater than five hundred dollars (>\$500) must be approved in advance by the Medical Executive Committee. Any disbursement of funds of five hundred dollars or less (<=\$500) may be authorized by any two (2) of the cosigners listed above. Any such disbursement of funds without the advance approval of the Medical Executive Committee must be reported to the Medical Executive Committee by the Medical Staff President at the next regularly scheduled Medical Executive Committee meeting.

M. Medical Staff Evaluation and Development

1. Each Member of the active Medical Staff shall be reviewed no less often than every eleven (11) months by his/her Department Head on a form approved by the Medical Executive Committee. The purpose of this evaluation shall be to facilitate verbal and documented communications between the Department Head and the Staff Member in an attempt to acknowledge the Staff Member's areas of excellence and to identify those areas which can be improved.
2. The Medical Staff President shall evaluate the Department Heads in the same manner after consultation with the Members of his/her department. If the Department Head is also the Medical Staff President, an individual designated by the Credentials Committee shall evaluate him or her.
3. Upon completion, the evaluator and the Medical Staff Member shall meet face to face and each receives a copy of the evaluation, with additional copy to be placed in the individual's

credentials file. The copy in the credentials file shall be used by the Credentials Committee during the reappointment process. The Staff Member may request modification of this.

4. This evaluation shall be sent to the credentials file and the information in the credentials files shall be used for Medical Staff purposes only.

N. Other Policy Manuals

1. From time to time, policies are legally created and adopted by the Governing Body, the Administration, Nursing, and particular administrative departments. To the extent that these policies are not in conflict with the Medical Staff Bylaws, the Rules, or Medical Staff Policies, the Medical staff shall abide by the extraneous policy. If these extraneous policies are in conflict with the Bylaws, the Rules, or Medical Staff Policies, the Medical Executive Committee shall review the conflicting policies and recommend appropriate changes. When the extraneous policies have a negative impact upon the quality of patient care, the Medical Executive Committee shall also review the policy and make appropriate recommendation to assure quality care. In all cases, the Medical Staff must abide by the requirements of the Bylaws and the Rules.

APPROVED: COUNTY COUNSEL: *1/4/2021*

APPROVED: CCRMCHCs MEC: *3/1/2021*

APPROVED: Board of Supervisors *5/18/2021*



Contra
Costa
County

To: Board of Supervisors
From: MEASURE X Com Advisory Board
Date: May 18, 2021

Subject: Language Equity Request for Measure X Community Advisory Board Meetings

RECOMMENDATION(S):

APPROVE and AUTHORIZE the Clerk of the Board, or designee, to modify a contract with Continental Interpreting, to increase the payment limit by \$50,000 to a new payment limit of \$135,000, additionally allow the use of court certified interpreters to provide flexibility in scheduling, to provide interpreter and translation services to the Measure X Community Advisory Board, for the period of May 11, 2021 through June 30, 2022.

FISCAL IMPACT:

Up to a maximum of \$50,000 from General Fund general purpose revenues (Measure X sales tax revenues). This maximum is for the total costs of both court interpreters and Continental Interpreting services.

BACKGROUND:

The Measure X Community Advisory Board (MXCAB) has discussed the need to provide language equity to the community. As a first step, the MXCAB is requesting funds for two live Spanish interpreters for all MXCAB meetings, and Spanish translation of MXCAB agenda packet materials (minimally the agendas). The Clerk of the Board is currently revising the County contract with Continental Interpreting and can increase the contract limit to provide these services to MXCAB. The first agenda translation was funded by Stand Together Contra Costa and was posted in Spanish on May 11 for the May 12th meeting. Due to the very tight timeframe to prepare

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **05/18/2021** 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: May 18, 2021

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

Contact: Lisa Driscoll, County Finance
Director (925) 655-2047

By: Wendy Mascitto, Deputy

BACKGROUND: (CONT'D)

and translate the documents needed to provide public notice of weekly meetings, using an established vendor will improve speed and reliability. Additionally, using the County vendor for interpretation will provide consistency. The Clerk of the Board is currently establishing the interpreting contract for the next year and can add additional services/resources to that contract. For added flexibility the MXCAB is also requesting the option of using court interpreters already established with the Auditor-Controller's Office through the County vendor process.

This will be the first time that translation and interpretations services have been provided for a Board of Supervisors established/appointed committee.

CONSEQUENCE OF NEGATIVE ACTION:

Meetings and material content will not be available to Spanish speakers.