

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

**ANNOTATED AGENDA & MINUTES**  
**August 10, 2021**

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

**Closed Session**

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

Agency Negotiators: Monica Nino.

Employee Organizations and Unrepresented Employees: Public Employees Union, Local 1; AFSCME Locals 512 and 2700; California Nurses Assn.; SEIU Locals 1021 and 2015; District Attorney Investigators' Assn.; Deputy Sheriffs Assn.; United Prof. Firefighters I.A.F.F., Local 1230; Physicians' & Dentists' Org. of Contra Costa; Western Council of Engineers; United Chief Officers Assn.; Contra Costa County Defenders Assn.; Contra Costa County Deputy District Attorneys' Assn.; Prof. & Tech. Engineers IFPTE, Local 21; Teamsters Local 856; and all unrepresented employees.

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

1. *Christopher Schlepner v. Contra Costa County*, WCAB No. ADJ12398278
2. *Daniel O'Connell, et al. v. Contra Costa County, et al.*; Contra Costa County Superior Court Case No. C19-01468
3. *Contra Costa County Deputy Sheriffs Association; et al. v. Contra Costa County Employees' Retirement Association; et al.*, Contra Costa County Superior Court Case No. MSN12-1870
4. *Contra Costa County Deputy Sheriffs Association, et al. v. Contra Costa County Employees' Retirement Association, et al.*, Contra Costa County Superior Court Case No. C15-00598

Inspirational Thought- *"We make a living by what we get. We make a life by what we give."* ~Winston Churchill

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

Staff Present: David Twa, County Administrator

**There were no announcements from Closed Session.**

**CONSIDER CONSENT ITEMS** (Items listed as C.1 through C.51 on the following agenda) – Items are subject to removal from Consent Calendar by request of any Supervisor or on request for discussion by a member of the public. **Items removed from the Consent Calendar will be considered with the Discussion Items.**

### **DISCUSSION ITEMS**

**D.1** HEARING on the 2021 redistricting process; provide an overview of the redistricting process; review the new redistricting dedicated website; provide information about communities of interest; explain how to submit draft maps once Census Data is available; describe planned public outreach and availability of mapping software training; receive input from the public; and receive direction from the Board of Supervisors. (David Twa, County Administrator's Office)

**Speaker: Shawn Gilbert, Vice President, Diablo Valley League of Women Voters; Pete Bennett, Walnut Creek.**

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

**D.2** CONSIDER waiving the 180-day sit-out period of Maria Duazo, Hazardous Materials Specialist II, in the Health Services Department; FIND that the appointment of Ms. Duazo is necessary to fill a critically needed position; and APPROVE and AUTHORIZE the hiring of retiree Ms. Duazo as a temporary employee for the period of August 16, 2021, through August 16, 2022. (Matthew Kaufmann, Director of Hazardous Materials Program)

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

**D.3** HEARING to consider adopting Traffic Resolution No. 2021/4504 approving and authorizing an 18-month temporary road closure of South Broadway Avenue (Road No. 5385BA) between the city limits of Pittsburg and extending northerly to Maylard Street (Road No. 5385AX), beginning August 10, 2021, and ending February 1, 2023, to prevent illegal and criminal activity, Bay Point area. (No fiscal impact) (Monish Sen, Public Works Department)

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

**D.4** CONSIDER adopting Resolution No. 2021/248 approving the Side Letters between Contra Costa County and SEIU, Local 1021-Service Line Supervisors Unit and SEIU, Local 1021 - Rank and File Unit by adding subsection 51.H - Additional Contribution to Deferred Compensation Plan, and subsection 26.5 - Additional Contribution to Deferred Compensation Plan, respectively, to the current Memorandum of Understanding for each Unit (July 1, 2016 - June 30, 2022). (David Sanford, Chief of Labor Relations)

AYE: District I 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 Consent Items previously removed.

**There were no consent items removed to allow for discussion.**



**D. 6 PUBLIC COMMENT (2 Minutes/Speaker)**

**Pete Bennett, Walnut Creek, spoke on various alleged illegal activities in Contra Costa County.**

**D. 7 CONSIDER reports of Board members.**

There were no items reported today.

***ADJOURN***

**CONSENT ITEMS**

**Road and Transportation**

**C.1** ADOPT Resolution No. 2021/245 approving and authorizing the Public Works Director, or designee, to fully close a portion of Pinehurst Road between Canyon Road and Skyline Boulevard, except for emergency vehicles and local traffic, for a maximum of 26 consecutive calendar days between August 16, 2021 and October 31, 2021, 24 hours per day, for the purpose of the Pinehurst Road Sinkhole and Culvert Repair Project, Canyon area. (No fiscal impact)

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

**C.2** ADOPT Resolution No. 2021/250 ratifying the prior decision of the Public Works Director, or designee, to fully close the intersections of Market Avenue and Silver Avenue at Fred Jackson Way, for a maximum of 112 consecutive calendar days between August 2, 2021 and November 30, 2021, 24 hours per day, for the purpose of the Fred Jackson Way First Mile/Last Mile Connection Project, North Richmond area. (No fiscal impact)

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

**C.3** APPROVE and AUTHORIZE the Public Works Director, or designee, to execute the Right of Way Contract/Temporary Construction Easements; and ACCEPT the Roadway Easement Deed and Temporary Construction Easements for portions of APN 007-160-014 from Contra Costa Water District in connection with the Marsh Creek Road Bridges Replacement Project, Brentwood area. (89% Federal Highway Bridge Program Funds, 11% Local Road Funds)

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

**Engineering Services**

**C.4** ADOPT Resolution No. 2021/247 approving the Parcel Map for minor subdivision MS19-00008, for a project being developed by The Duane and Cathy Dohse Living Trust, as recommended by the Public Works Director, San Ramon area. (No fiscal impact)

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

**Special Districts & County Airports**

**C.5** AUTHORIZE the Director of Airports to submit applications to the Federal Aviation Administration for grants for capital improvement projects and/or operating revenue expenditures for Buchanan Field and Byron Airports, and APPROVE and AUTHORIZE the Chair of the Board of Supervisors to sign one or more Statement of Acceptance, or similar document, to accept grant funds from the FAA as part of the American Rescue Plan Act of 2021. (100% American Rescue Plan Act 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.6** As the governing body of the Contra Costa Flood Control and Water Conservation District, APPROVE the Conveyance of a Roadway Easement and a Temporary Construction Easement identified as portions of APN 007-380-019, located along Marsh Creek Road in unincorporated Contra Costa County to Contra Costa County for the completion of the Marsh Creek Road Bridges Replacement Project, as recommended by the Chief Engineer, Brentwood area. (89% Federal Highway Bridge Program Funds, 11% Local Road 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.7** APPROVE and AUTHORIZE the Director of Airports, or designee, to execute a consulting services agreement with KSA Engineers Inc. to provide construction management services for the period July 1, 2021, to May 31, 2024, in connection with the terminal replacement project at Buchanan Field Airport, in an amount not to exceed \$1,610,878. (72% Federal Aviation Administration, 28% Airport Enterprise Fund)

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

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

**C.8** APPROVE and AUTHORIZE County Counsel, or her designee, to enter into a tolling agreement in BNSF Railway Company v. Alameda County, et al., U.S. Dist. Ct, N.D. Cal., Case No. 19-cv-07230. (No fiscal impact)

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

**C.9** DENY claims filed by Marcos Cintra, Commercial Investment Brokerage, CSAA Insurance-a subrogee of Stephanie Flournoy, Carmelita Goff, Aurora Jimenez, Pluralsight, LLC, Anthony Deondrea Richardson, State Farm-a subrogee of Carmelita Goff, and Jeffery Warner. DENY amended claim filed by Carmelita Goff.

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

Other: District II Supervisor Candace Andersen (RECUSE)

### **Honors & Proclamations**

**C.10** ADOPT Resolution No. 2021/214 recognizing the 40<sup>th</sup> Anniversary of Court Appointed Special Advocates of Contra Costa County, as recommended by Supervisor Mitchoff.

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

### **Appointments & Resignations**

**C.11** REAPPOINT Joan D'Onofrio to the At Large 3 seat on the Arts and Culture Commission for a term ending June 30, 2025, and APPOINT Naina Shastri to the Alternate seat on the Arts and Culture Commission for a term ending June 30, 2025, as recommended by the Family and Human Services 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.12** ACCEPT the resignation of Kirsten Upshaw from the At Large 1 seat on the Contra Costa Commission for Women and Girls, DECLARE the seat vacant and DIRECT the Clerk of the Board to post the vacancy; and APPOINT Kirsten Upshaw to the District V seat on the Contra Costa Commission for Women and Girls for a term ending February 28, 2025, as recommended by Supervisor Glover.

AYE: District I 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 Kacey Carterelliott as the City of Pittsburg Local Committee representative on the Advisory Council on Aging for a term ending September 30, 2021, as recommended by the Employment and Human Services Department Director.

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

**C.14** DECLARE a vacancy in the Seat C3 – EMS Training Institution Representative on the Emergency Medical Care Committee for a term ending on September 30, 2022 and DIRECT the Clerk of the Board to post the vacancy, as recommended by the Health Services Director.

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

**C.15** ACCEPT the resignation of Tom Aswad, DECLARE a vacancy for the District IV Seat on the Alcohol and Other Drugs Advisory Board to complete the term ending June 30, 2023, and DIRECT the Clerk of the Board to post the vacancy.

AYE: District I 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 Douglas R. Lezameta to the Business Seat #5, Lauren D. Johnson to the Business Seat #6, Steve Older to the Workforce Labor Seat #4, and Traci Young to the Workforce Labor Seat #5 of the Workforce Development Board for terms ending June 30, 2025, as recommended by the Family and Human Services 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** APPOINT Carlos Fernandez and Sydney Mendez to the At-Large Youth Representative Seats on the Juvenile Justice Coordinating Council for a term ending on June 30, 2023, as recommended by the Public Protection 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

### **Grants & Contracts**

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

**C.18** APPROVE and AUTHORIZE the Sheriff-Coroner, or designee, to execute a contract with the Contra Costa Community College District to pay the County an amount not to exceed \$554,625 to provide educational courses at the Law Enforcement Training Center for the period July 1, 2021 through June 30, 2022. (100% 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.19** ADOPT Resolution No. 2021/253 to approve and authorize the Employment and Human Services Director, or designee, to execute a contract with the California Department of Community Services and Development in the amount of \$4,692,311 for low income home energy assistance program for the period August 1, 2021 through March 31, 2023. (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.20** APPROVE and AUTHORIZE the Purchasing Agent to execute, on behalf of the Health Services Department, an amendment to the Varonis Technologies master license agreement and a purchase order with Verge Technologies, in an amount not to exceed \$1,214,246 for the purchase of Varonis Technologies subscriptions for the period from August 1, 2021 through July 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.21** APPROVE and AUTHORIZE the Agricultural Commissioner, or designee, to execute an agreement with the California Department of Food and Agriculture in an amount not to exceed \$38,153 to reimburse the County for services for the Bee Safe Program 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.22** APPROVE and AUTHORIZE the County Administrator, or designee, to execute a change order to the design-build contract with Hensel Phelps Construction in the amount of \$3,000,000 for plumbing repairs in Module C, in the Martinez Detention Facility. (100% Facility Life Cycle Improvement Program Funds)

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

**C.23** APPROVE and AUTHORIZE the Agricultural Commissioner, or designee, to execute an agreement with the California Department of Food and Agriculture in an amount not to exceed \$252,719 to for the County to provide inspection services at parcel sectional centers 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.24** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with Neogenomics Laboratories, Inc., to increase the payment limit by \$100,000 to a new payment limit of \$250,000 to provide additional outside laboratory testing services for Contra Costa Regional Medical Center and Health Centers with no change in the term September 1, 2019 through August 31, 2022. (100% Hospital Enterprise Fund I)

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

**C.25** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Planned Parenthood, Shasta Diablo, Inc., in an amount not to exceed \$1,274,700 to provide prenatal services for Contra Costa Regional Medical Center and Health Center patients for the period July 1, 2021 through June 30, 2022. (100% Hospital Enterprise Fund I)

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

**C.26** APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract with Dominguez Landscaping Services, Inc., in an amount not to exceed \$2,000,000 to provide on-call landscaping services at various County sites and facilities, for the period September 1, 2021 through August 31, 2024, Countywide. (100% General Fund)

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

**C.27** APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a license agreement with 525 Green Street, LLC, beginning July 1, 2021, and ending June 30, 2023, for use of ten parking spaces located at 525 Green Street, Martinez, at a cost of \$700 per month. (100% General Fund)

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

**C.28** APPROVE the fiscal year 2021/22 Keller Canyon Mitigation Fund (KCMF) allocation plan for 67 projects/programs in the aggregate amount of \$1,495,868, as recommended by the KCMF Review Committee; and AUTHORIZE the Conservation and Development Director, or designee, to execute contracts with the specified organizations for the period July 1, 2021 through June 30, 2022. (100% Keller Canyon Mitigation 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.29** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Building Connections Behavioral Health, Inc., in an amount not to exceed \$3,200,000 to provide applied behavioral analysis services for Contra Costa Health Plan members for the period July 1, 2021 through June 30, 2023. (100% Contra Costa Health Plan Enterprise Fund II)

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

**C.30** APPROVE and AUTHORIZE the Sheriff-Coroner, or designee to execute a contract amendment with Ricoh, USA, Inc., to extend the term of the contract from October 1, 2017 through September 30, 2022 and for continued scanning and storing of documents as digital images, with no change to the payment limit of \$500,000. (100% General Fund)

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

**C.31** APPROVE and AUTHORIZE the County Clerk-Recorder, or designee, to execute a contract amendment with K&H Printers-Lithographers, Inc., to increase the payment limit by \$1,200,000 to a new payment limit of \$7,200,000 to provide printed ballots, mailing services, and other election materials, with no change to the contract term of January 1, 2018 through December 31, 2021. (100% General Fund mitigated by elections cost recovery)

AYE: District I 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 Chief Information Officer, or designee, to execute a contract with Microsoft Corporation in an amount not to exceed \$378,000 to extend Microsoft Unified Advanced Support services for the period August 16, 2021 through August 15, 2022. (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.33** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Prohealth Home Care, Inc., in an amount not to exceed \$300,000 to provide home health care and hospice services for Contra Costa Health Plan members for the period August 1, 2021 through July 31, 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.34** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Healthflex Home Health Services, in an amount not to exceed \$300,000 to provide home health care services for Contra Costa Health Plan members for the period August 1, 2021 through July 31, 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.35** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract amendment with S/T Health Group Consulting, Inc., to increase the payment limit by \$150,000 to a new payment limit of \$300,000 and extend the termination date from September 30, 2021 to September 30, 2022 to continue providing 340B Program pharmacy audit services. (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.36** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with National Labs, Inc., in an amount not to exceed \$8,910,000 to provide clinical laboratory services for COVID-19 tests for Contra Costa Health Services for the period August 1, 2021 through July 31, 2022. (100% Federal American Rescue Plan Act)

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

**C.37** APPROVE and AUTHORIZE the Health Services Director, or designee, to execute a contract with Brown Miller Communications, Inc., in an amount not to exceed \$250,000 to provide consultation, technical assistance and strategic planning with regard to the Affordable Care Act and COVID-19 for the period September 1, 2021 through August 31, 2022. (60% Federal emergency funds and 40% 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.38** ADOPT Resolution No. 2021/256 supporting the grant application of Citizens for Greener Communities for Proposition 68 funding for the El Sobrante New Park project, as recommended by Supervisor Gioia.

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

**C.39** APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a non-financial agreement with the Trustees of the California State University on behalf of California State University Sacramento for student internship placement(s) for social work field experience in the County for the period September 1, 2021 through August 31, 2026. (Non-financial)

AYE: District I 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** AUTHORIZE initiation of a General Plan Amendment process to consider changing the General Plan land use designation from Public and Semi-Public to Commercial for a 0.64- acre parcel located at 1535 Discovery Bay Boulevard in Discovery Bay, Assessor's Parcel No. 008-200-010, as recommended by the Conservation and Development Director. (County File #21-0001) (100% Applicant fees)

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



**C.41** AUTHORIZE initiation of a General Plan Amendment process to consider changing the General Plan land use designation from Public and Semi-Public to Light Industry for a 15.5-acre portion of an undeveloped parcel located between Sally Ride Drive and Marsh Drive at Buchanan Field Airport, Assessor's Parcel No. 125-010-023, as recommended by the Conservation and Development Director. (County File #GP21-0002) (100% Applicant fees)

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

**C.42** ACCEPT the June 2021 update of the operations of the Employment and Human Services Department, Community Services Bureau as recommended by the Employment and Human Services Director.

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

**C.43** AUTHORIZE the Department of Conservation and Development to include local in-lieu inclusionary housing fees and State of California Permanent Local Housing Allocation program funds as available affordable housing funds when issuing the annual Notice of Funds Available for housing and community improvement projects. (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.44** ACCEPT the monetary donation report from the Animal Services Department, which describes the source and value of each gift received by Animal Services from April 1, 2021 through June 30, 2021. (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.45** RECEIVE Sheriff-Coroner's FY 2019/2020 Annual P-6 Zone Deployment Report, from the County Service Area P-6 Zone Central Administrative Base (CAB) Fund to provide extended police protection services in certain unincorporated county areas and partially fund the Sheriff's Helicopter Program, as required by P-6 Zone CAB Formation Board Order of April 19, 1998. (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.46** APPROVE and AUTHORIZE the Clerk-Recorder or designee to execute rental agreements with Hyatt House Pleasant Hill (Hotel, Hyatt Corporation), Ambrose Recreation & Park District in the Bay Point area, and the City of Brentwood for use of three building facilities for the September 2021 Statewide Gubernatorial Recall Election. (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.47** ACCEPT the report from the County EMS Director and Contra Costa County Fire Chief providing the 2020 Annual Performance Evaluation Report of Contra Costa County Fire Protection District Emergency Ambulance Medical 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.48** ENDORSE and SUPPORT the Stand Down on the Delta event for homeless veterans to be held September 10-13, 2021 at the Contra Costa Fairgrounds in Antioch, as recommended by the Family and Human Services 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.49** ACCEPT the cumulative evaluation report covering the period July 2019 through June 2020, from the Health Services Department on the implementation of Laura’s Law – Assisted Outpatient Treatment Program (AOT), as recommended by the Family and Human Services Committee.

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

**C.50** ACCEPT the report from the Behavioral Health Division of the Health Services Department on the Mental Health Student Services Act grant and school-based behavioral health program expansion efforts, as recommended by the Family and Human Services 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

### **Housing Authority of the County of Contra Costa**

**C.51** ADOPT Resolution No. 5236 approving the Successor Memorandum of Understanding with Public Employees Union, Local #1/AFSCME, providing for wages, non-healthcare benefits, and other employment conditions, for the period July 1, 2021 through June 30, 2024, as recommended by the Housing Authority Executive Director.

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

### **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 or to [clerkoftheboard@cob.cccounty.us](mailto:clerkoftheboard@cob.cccounty.us).

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:

## 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	September 8, 2021	11:00 a.m.	See above
Family & Human Services Committee	August 23, 2021 canceled September 27, 2021	9:00 a.m.	See above
Finance Committee	September 13, 2021	9:00 a.m.	See above
Hiring Outreach Oversight Committee	September 13, 2021	10:30 a.m.	See above
Internal Operations Committee	September 13, 2021	10:30 a.m.	See above
Legislation Committee	September 13, 2021	1:00 p.m.	See above
Public Protection Committee	August 23, 2021 canceled September 27, 2021	10:30 a.m.	See above
Sustainability Committee	September 28, 2021	1:00 p.m.	See above
Transportation, Water & Infrastructure Committee	September 13, 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: August 10, 2021

Subject: Public Hearing and Report on Contra Costa County Board of Supervisors 2021 Redistricting Process

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**RECOMMENDATION(S):**

1. OPEN Public Hearing on the Contra Costa County Board of Supervisors 2021 redistricting process; RECEIVE report on the 2021 redistricting process; RECEIVE testimony; and CLOSE the Public Hearing; and
2. ACCEPT the report from Deborah Cooper, County Clerk/Recorder; Department of Conservation and Development (DCD) GIS Mapping Staff; and David Twa, representing the County Administrator’s Office on the 2021 Board of Supervisors redistricting efforts to date, including development of the CoCoRedistricting.org Website; DistrictR Mapping Program; Community of Interests materials; Frequently Asked Questions (FAQs); public outreach; and
3. DIRECT David Twa, representing the County Administrators Office and the DCD GIS Mapping staff to provide training to staff and the public on the DistrictR modules and the public submission portal that will allow members of the public to submit their Community of Interest suggestions and redistricting maps; to establish locations for public supervisorial workshops; and to continue outreach to the public on the redistricting process; and

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APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **08/10/2021**  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: August 10, 2021

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

By: June McHuen, Deputy

Contact: David Twa,  
925-383-7493

cc:



## RECOMMENDATION(S): (CONTD)

4. DIRECT David Twa, representing the County Administrators Office and the DCD GIS Mapping staff to return to the Board once the Official U.S. Census numbers have been released, to provide an analysis of the 2020 redistricting Census Population Data as applied to the current Supervisorial District Boundaries and for the Board's consideration of a proposed timeline for additional Public Hearings, Board Workshops, additional public outreach, and next steps.

### FISCAL IMPACT:

The County Administrator's Office, Department of Conservation and Development (DCD) County Counsel and Clerk/Recorder's offices will incur staff and other costs in order to facilitate the 2021 Board redistricting process, including preparing map alternatives, arranging, and conducting Public Hearings/Workshops/training sessions, preparing public notices and other public outreach materials, and to maintain a webpage dedicated to the 2021 redistricting process. Total costs are estimated to be \$300,000.

### BACKGROUND:

The U.S. Census Bureau normally would release the official data necessary for the County to begin the redistricting process by April 1 of the year following completion of the census. However, the official data has been delayed and is now expected to be released in September 2021. Legacy data is expected to be released sometime in late August 2021. Legacy data provides a breakdown of population changes in a summary format that often requires either a third party or a data expert to download and analyze the data sets. Legacy data may provide an approximate breakdown of population changes for the County and the supervisorial districts. However, it is the official redistricting data to be released in September that must be used for redistricting.

California law (Elections Code section 21500 et. seq.) requires the Board of Supervisors to approve supervisorial district boundaries following each federal decennial census so that district boundaries are "substantially equal in population." (Elec. Code, § 21500(a).) The state block-level redistricting database, which will be based on official 2020 U.S. Census data, must be used to determine supervisorial district boundaries. The boundaries will remain in effect until redistricting following the next decennial census. The Board must adopt the new district boundaries no later than December 15, 2021.

At the February 9, 2021, Board of Supervisors meeting the Board approved the following approach and work program for the 2021 Board redistricting:

**GUIDING PRINCIPLES/CRITERIA** - Guiding principles or criteria in adjusting district boundaries should be established at the outset of the process to provide clear guidance for staff in mapping new district boundaries and to assure the public that the process will be open and transparent. Preliminarily, the following guiding principles/criteria have been identified for the Board's consideration:

- To the extent possible, achieve substantially equal population for each district according to the Official U.S. Census data. The difference in population between the largest and smallest district should be less than 10%.
- Use easily identifiable geographic features and topography to draw compact and contiguous adjusted boundaries.
- Maintain communities of interest in a single district and avoid splitting communities when adjusting boundaries. Communities of interest may be defined by existing boundaries for cities, school districts, special districts, and unincorporated communities.

The state block-level redistricting database information is estimated to be received by September 24, 2021. Upon receipt, the Board has directed that staff analyze and prepare 3-6 map alternatives for consideration by the Board of Supervisors along with any map alternatives suggested by the public.

All map alternatives are to be appropriately labeled and accompanied with a summary written description so that the public and interested parties can easily track map changes as they may evolve through the process up through adoption. The first draft maps cannot be released until at least three weeks after the state block-level redistricting database is made available.

**INTERDEPARTMENTAL LEADERSHIP GROUP** - The County Administrator's office has established an interdepartmental leadership group to provide oversight/management of the redistricting process. The leadership group is comprised of the County Administrator, or designee, Department of Conservation & Development (DCD), County Counsel, Department of Information and Technology, and the Clerk-Recorder.

**PUBLIC OUTREACH** – A Redistricting webpage on the County's website in multiple languages, was established as of August 04, 2021 and is the primary portal for public information and access. The public may use the website to provide feedback and comments. The Website will remain on the County's homepage for ten years and can be accessed at [CoCoRedistricting.org](http://CoCoRedistricting.org).

The interactive feature accessible on the Website will enable the public and all interested parties to draw and submit their own supervisorial district map proposals and Community of Interest suggestions. Our public outreach will use electronic or web-based communication to the greatest extent possible, including the new dedicated website with area for comments, public access to maps, census data tabulation, record of comments, and regular bi-weekly updates.

The public outreach will include press releases to local newspapers, public notices on County website, CCTV, contact with City Managers, the Mayor's Conference, and community groups.

Furthermore, our outreach efforts will provide multiple avenues for the public to provide comments, including, but not limited to, letters, email, and website comments. This direct outreach to targeted groups/communities is designed to ensure their awareness and participation in the process.

The county will host one or more technical workshops for the public to learn how the online mapping application works.

Additionally, once we have the Census Data, and starting in October, the County Administrator's Office and DCD will support public workshops/meetings in supervisorial districts, hosted by the district Supervisor, to provide background on the redistricting process, present potential boundary changes (map alternatives), answer questions and receive input. Depending on COVID 19 restrictions, these workshops may be in-person, or by Zoom, call-in, or some combination of those alternatives.

**PUBLIC HEARINGS AND ORDINANCE OR RESOLUTION ADOPTION** – Redistricting is currently adopted by an ordinance; however, a bill is pending in the State Legislature that would allow redistricting to be adopted by resolution. State law requires at least four (4) public hearings, and at least one public hearing or public workshop must be held on a Saturday, on a Sunday, or after 6 p.m. on a weekday (Monday through Friday).

Because we do not know for certain when we will have the Official U.S. Census Data some of the following Proposed Schedule is yet to be determined and subject to change. This condensed timeline

requires an expedited, outreach strategy. Clear and concise messaging will increase public awareness and opportunity for the public to engage in the redistricting process.

## **PROPOSED SCHEDULE**

**August 10, 2021 at 9:00 AM – First Public Hearing** On the required adjustment of boundaries of supervisorial districts; provide an overview of the redistricting process; review the new redistricting dedicated website; provide information about communities of interest; explain how to submit draft maps once Census Data is available; describe planned public outreach and availability of mapping software training; receive input from the public; and receive direction from the Board of Supervisors.

**DATE TBD - Technical Workshop # 1** The County will host a technical workshop for the public to learn how the online mapping application works.

**October 5, 2021 at 9:00 AM - Second Public Hearing** Obtain public input on Community of Interest suggestions; staff to provide over/under population numbers for existing districts; review the criteria for adopting redistricting maps; and receive direction from the Board of Supervisors.

**DATE TBD - Technical Workshop # 2** The County will host a technical workshop for the public to learn how the online mapping application works.

**October 19, 2021 at 6:15 PM - Third Public Hearing** Update on public input received to date on Community of Interest suggestions; staff to review over/under population numbers for existing districts; present publicly drawn maps received to date; review the criteria for adopting redistricting maps; present (3 – 6) conceptual drafts of supervisorial maps and receive direction from the Board of Supervisors.

**October 20 – 29, 2021 (time & location TBD) - Supervisor’s Workshops** Hosted by the district Supervisor(s), to provide background on the redistricting process, present potential boundary changes (map alternatives), answer questions and receive input. Depending on COVID 19 restrictions, these workshops may be in-person, by Zoom, by call-in, or some combination of those alternatives.

**November 9, 2021 at 9:00 AM - Fourth Public Hearing** Report on Workshops held in Supervisorial districts; provide update on additional public input received on Community of Interest suggestions; staff to review over/under population numbers for existing districts; present publicly drawn maps received to date; review the criteria for adopting redistricting maps; present (3 – 6) conceptual drafts of supervisorial maps and receive direction from the Board of Supervisors.

**November 23, 2021 at 9:00 AM - Fifth Public Hearing** Provide update on additional public input received on Community of Interest suggestions; review publicly drawn maps received; review the criteria for adopting redistricting maps; review proposed Final supervisorial district map; receive public input; and Board of Supervisors to consider selection of final map.

**Should the Board not be able to adopt the final redistricting map at the November 23, 2021, Public Hearing, the Board will consider the final map on December 7, 2021 an already scheduled Board meeting.**

**December 15, 2021 - Statutory deadline to complete redistricting** (CA Elections Code section 21501(a)(2))

**CONSEQUENCE OF NEGATIVE ACTION:**

The County is required to hold a minimum of four Public Hearings before adoption of the required redistricting of supervisorial districts. Failure to schedule at least four Public Hearing may result in the county not being in compliance with the legal requirements for approving supervisorial district boundaries.

**CLERK'S ADDENDUM**

**Speaker: Shawn Gilbert, Vice President, Diablo Valley League of Women Voters; Pete Bennett, Walnut Creek.**

**ATTACHMENTS**

Redistricting PowerPoint

# CONTRA COSTA COUNTY

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## Board of Supervisors Redistricting



## Public Hearing #1 August 10, 2021

# Contra Costa County Redistricting

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- ❑ Redistricting is necessary to comply with Equal Protection Clause, 14<sup>th</sup> Amendment, U.S. Constitution, “one person, one vote”
- ❑ Board redistricting last occurred in 2011 (Ord. 2011-15)
- ❑ In Contra Costa County, the Board of Supervisors is responsible for drawing supervisorial districts. This must be done using Official U.S. Census data, which is anticipated to be released in September 2021.

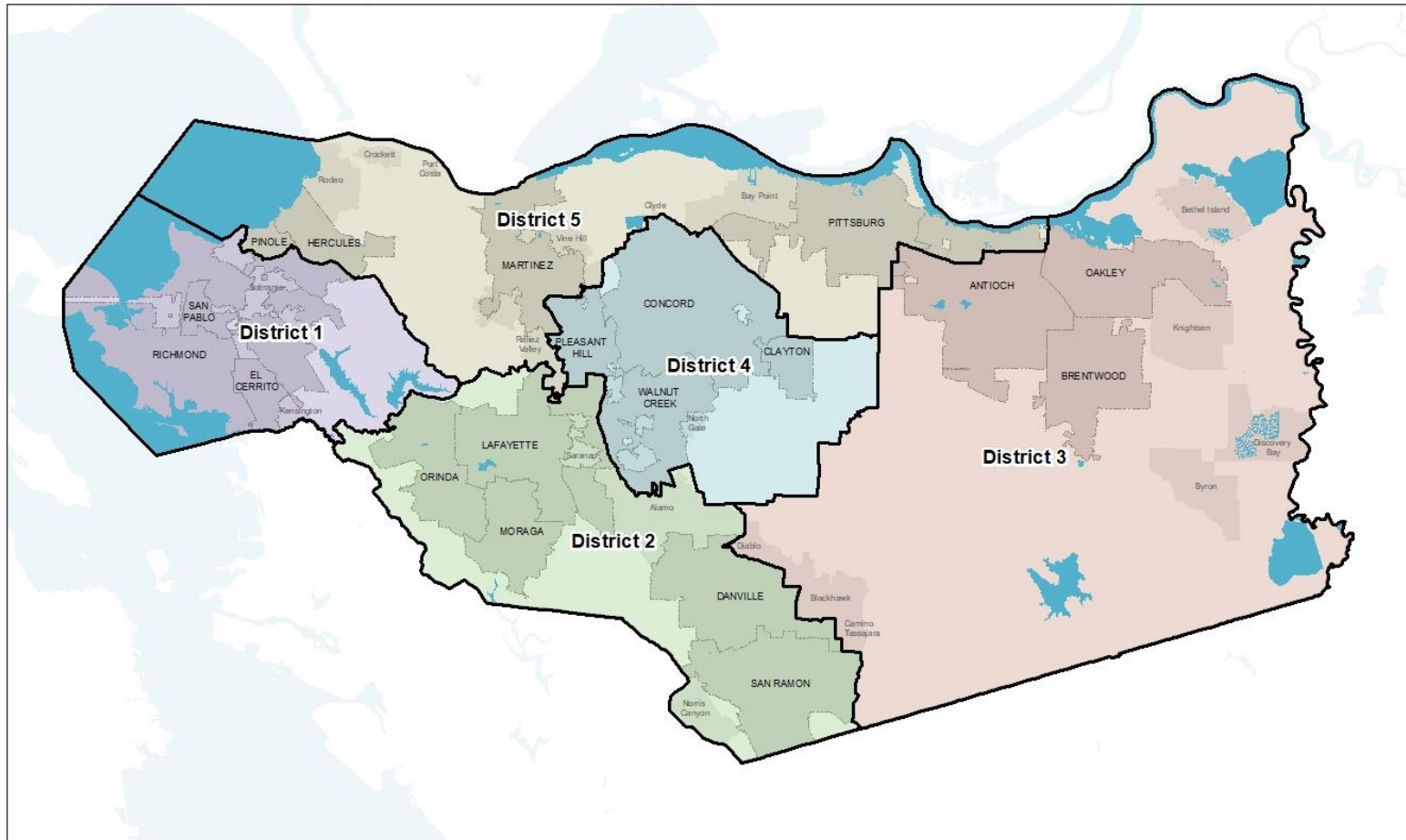


# What is Redistricting?

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- ❑ Redistricting determines which neighborhoods and communities are grouped together into a district for purposes of electing a board member.
- ❑ Interested parties are encouraged to submit maps and comments on how they think district boundaries should be drawn to best represent the communities of the County.

# 2011 Board Redistricting Map



# Governing Law

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- ❑ 14<sup>TH</sup> Amendment, Equal Protection Clause, U.S. Constitution – “one person, one vote”
- ❑ California Elections Code, Sections 21500-21509
- ❑ Voting Rights Act of 1965
- ❑ AB 849 and SB 1108

# California Law

## Mandatory Requirements

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- **Strict Time Limits** – Elections Code section 21501 requires that the boundaries of the supervisorial districts shall be adopted by the board no later than **December 15, 2021**
- Before adopting a final map, the board shall hold at least **four** (4) Public Hearings
- One before draft maps are drawn
- At least two (2) after the maps are drawn
- At least one on a Saturday, Sunday or after 6:00 PM Monday through Friday
- Public Hearings at a fixed time regardless of other agenda items, but Board may first conclude any item being discussed

# Guidelines for Redistricting

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- ❑ Population equality (deviation from the mean of not more than +/- 5%)
- ❑ Compliance with Federal law
- ❑ AB 1276 Fair Maps Act Ranked Priorities
- To the extent practicable, supervisorial districts shall be geographically contiguous. Areas that meet only at the points of adjoining corners, are separated by water and not connected by a bridge, tunnel or regular ferry service are not contiguous.
- Geographic integrity of any local neighborhood or local **Community of Interest** (COI) shall be respected in a manner that minimizes its division.
- To the extent practicable, geographic integrity of a city or census designated place shall be respected in a manner that minimizes its division.
- Supervisorial district boundaries should be easily identifiable and understandable by residents. To the extent practicable, supervisorial districts shall be bounded by natural and artificial barriers, by streets, or by the boundaries of the county.
- To the extent practicable, and where it does not conflict with the preceding criteria in this subdivision, supervisorial districts shall be drawn to encourage geographical compactness in a manner that nearby areas of population are not bypassed in favor of more distant populations.
- The Board of Supervisors shall not adopt supervisorial district boundaries for the purpose of favoring or discriminating against a political party.

# Community of Interest

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- A “community of interest” is a population that shares common social or economic interests that should be included within a single supervisorial district for purposes of effective and fair representation.
- A “community of interest” can be almost anything, but must be identifiable by a specific geographic area



# Guiding Principals/Criteria

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- When possible, maintain communities of interest together in a single district and avoid splitting communities.
- Communities of interest may be defined by existing boundaries for
  - Cities
  - School Districts
  - Special Districts
  - Unincorporated communities
- Examples of Community of Interests:

# Examples of Communities of Interest

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- Urban and rural interests
- Housing patterns and living conditions (urban, suburban, rural)
- Cultural, religious, and language characteristics
- Communication and transportation networks
- Transportation hubs / centers
- Redevelopment areas
- School districts / attendance areas
- Congressional or State legislative districts
- Income levels
- Educational backgrounds
- Age demographics, household size / family size
- Group quarters, housing owners vs. renters
- Policy issues (concerns about crime, education, etc.)
- Employment and economic patterns (How are community residents employed? What is the economic base of the community?)
- Health and environmental conditions
- Work opportunities
- Social interests
- Community centers
- Parks / dog parks
- Media markets
- Occupations / lifestyles

# Population Growth

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- Official 2020 U.S. Census data must be used as basis for the Board's redistricting
- The California Redistricting Database is responsible for redistricting data and will include incarcerated population reallocation numbers
- Census 2020 redistricting data was scheduled to be released by April 1, 2021 – however, the data currently is expected to be released sometime in September 2021

# Data Analysis & Mapping

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- Existing Department of Conservation and Development (DCD) staffing and resources, including GIS mapping program, will be used to map district boundaries
- Once Official Census Data is available, DCD will begin mapping district boundary alternatives, with an anticipated 3-6 map alternatives
- DCD will require 3-4 weeks to review new census data and geography and mapping of district boundary alternatives

# Contra Costa County Dedicated Redistricting Website

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- **Kristine Solseng, Conservation & Development GIS**
- Dedicated Website allows members of the public to:
  - Submit their communities of interest
  - Explain why Communities of Interest should not be split between supervisorial districts
  - Availability to draw proposed Supervisorial District maps will be available once Official Census Data is released in late September 2021
  - Make comments on maps submitted by others

**[www.CoCoRedistricting.org](http://www.CoCoRedistricting.org)**

# Public Outreach

*“insure transparent process, providing exceptional public access to information”*

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- GOAL: to encourage public participation through
  - Media outreach
  - Good government, civil rights, civic engagement & community groups
  - Live translation, if requested 72 hours in advance of meeting
  - Publication of notices on the internet
  - Publication of notices of required public hearings five days before hearing
  - Publication of a draft map at least seven days before adoption
  - Publication of relevant demographic data
  - Receipt of maps or testimony from the public in writing or electronically

# Public Outreach

*“insure transparent process, providing exceptional public access to information”*

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- ❑ Establish Redistricting webpage on County website as primary portal for public information/access with up-to-date information and ability for public to provide feedback and comments
- ❑ Subject to any modifications required by COVID 19 The County Administrator’s Office and DCD will support virtual or in person County wide public workshops to provide background, present boundary changes, answer questions, and receive input
- ❑ Other outreach efforts will include: press releases, public notice in newspapers, CCTV, civic engagement and community groups active in the County as well as other strategies

# PROPOSED Public Hearing & Workshop Schedule

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AUGUST 10, 2021 @ 9:00 AM

Redistricting Public Hearing #1

September 2021

Scheduled release of 2021 Census Redistricting Data Release date estimated to occur in September

October 5, 2021 @ 9:00 AM

Redistricting Public Hearing #2

**October 19, 2021 @ 6:15 PM**

Redistricting Public Hearing #3

October 20 – 29 Dates & Times TBD

Redistricting Workshops

November 9, 2021 @ 9:00 AM

Redistricting Public Hearing #4

November 23, 2021 @ 9:00 AM

Redistricting Public Hearing #5

Additional Hearings If Necessary

December 15, 2021

Statutory Deadline to complete Redistricting



# December 15, 2021 Deadline

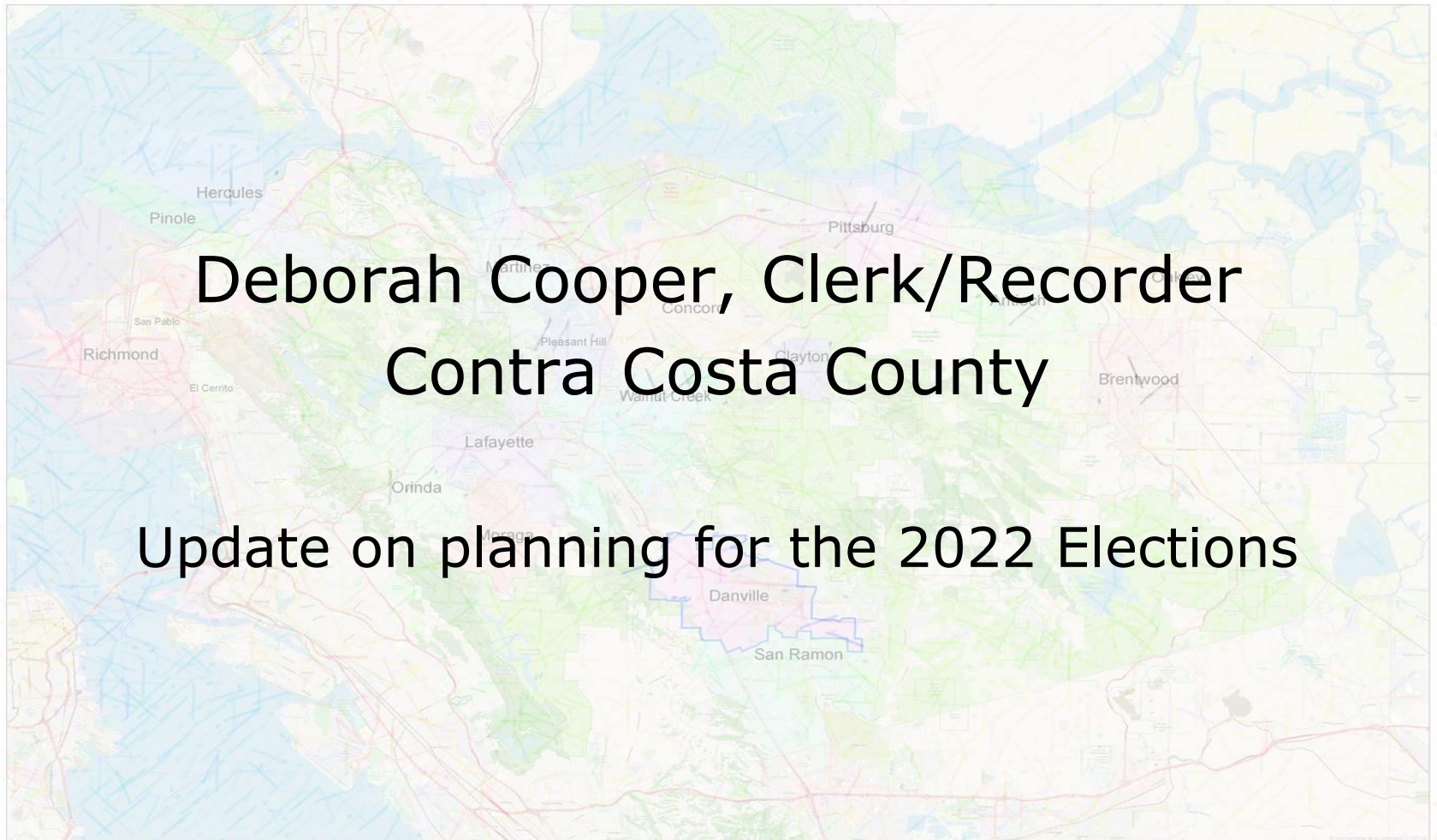
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▣ Current legal deadline is December 15, 2021

- Issues

- County cannot make signature-in-lieu-of-filing-fee petitions available until at least 28 days after maps have been adopted.
- Elections signatures in-lieu period for the June 2022 Primary Election begins December 16, 2021.
- Elections Office has to adjust all precincts to align with new supervisorial district boundaries prior to the June 2022 election and with all other district boundaries before the November 2022 election.

# Redistricting 2021



Deborah Cooper, Clerk/Recorder  
Contra Costa County

Update on planning for the 2022 Elections

Contra Costa Elections maintains boundaries of nearly 100 districts in the County.  
 30 districts will be redistricting for the November 2022 elections.

<b>June 2022</b>	<b>November 2022</b>		
<b><i>State/County December 15</i></b>	<b><i>Cities April 17</i></b>	<b><i>Special Districts May 12</i></b>	<b><i>School Districts March 1</i></b>
Congressional	Antioch	Dublin San Ramon Services District	Contra Costa County Board Of Education
State Assembly	Brentwood	Contra Costa Water District	Contra Costa Community College District
State Senate	Concord	Diablo Water District	Chabot-Las Positas Com. College District*
Supervisory	Martinez	East Bay Municipal Utility District	Antioch Unified School District
	Oakley	Moraga-Orinda Fire Protection	Martinez Unified School District
	Richmond	Bay Area Rapid Transit District	Mt Diablo Unified School District
	San Ramon	Alameda-Contra Costa Transit District*	Oakley Union Elementary School District
		Byron Bethany Irrigation District	West Contra Costa USD
		East Contra Costa Irrigation District	San Ramon Valley USD
		East Bay Regional Park District	
	West County Wastewater District		

\* Districts shared with Alameda County

# Redistricting & Reprecincting

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- Redistricting and reprecincting will be completed during the busy preparations for the 2022 Elections
  - Redistricting must be completed before candidates file to run for office.
  - The Elections Division goes through multiple processes to verify the integrity and accuracy of the lines submitted by the districts
    - Conformance with Tax Rate Areas
    - Comparison against current lines
    - Check for “parcel splitting”
    - Alignment with natural and physical features
    - Projection standardization

# Other Election Considerations

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- ❑ Once all districts are finalized, we move the data to our voter registration database and verify that it is correct for all 700,000+ voters.
- ❑ Once verified, we overlay the lines for all districts to see how they interact and if they form new precincts.
- ❑ The delay in receiving census data creates a very short time frame to complete and verify the process prior to the election.
- ❑ Redistricting is a time consuming two-way process, with district input and involvement throughout.
- ❑ Receiving changes from many districts near their deadlines complicates the process.
- ❑ We would love districts to get us their proposed lines early!

# Board Redistricting 2021

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QUESTIONS?



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: August 10, 2021

Subject: Temporary Hire of County Retiree - Waiver of 180-day "sit-out" Period

---

**RECOMMENDATION(S):**

1. WAIVE the 180-day "sit-out" period for Maria Duazo, Hazardous Materials Specialist II, in the Health Services Department
2. FIND that the appointment of Ms. Duazo is necessary to fill a critically needed position
3. APPROVE and AUTHORIZE the hiring of retiree Maria Duazo as a temporary, County employee for the period of August 16, 2021 through August 16, 2022

**FISCAL IMPACT:**

Upon approval, this action has an annual cost of approximately \$48,966. No impact to the General Fund. Salary costs are included within the Department's operating budget. Contra Costa Health Services - Hazardous Materials Programs (CCHSHMP) will fund this position with program fees.

**BACKGROUND:**

Contra Costa Health Services - Hazardous Materials Programs is requesting an exemption from the 180-day "sit-out" period for the following reasons:

1. CCHSHMP is the Certified Unified Program Agency for all of Contra Costa County. As the County's hazardous materials regulatory and response agency, CCHSHMP's mission is to protect human health and the environment from the threat of hazardous materials.

---

APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **08/10/2021**  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: August 10, 2021

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

By: June McHuen, Deputy

Contact: Matt Kaufmann, (925)  
655-3235

## BACKGROUND: (CONT'D)

2. When fully staffed, CCHSHMP has 19 Hazardous Materials Specialists (Specialists) who perform regulatory compliance inspections at hazardous materials facilities. There is currently one open position (Ms. Duazo's) and two Specialists are working part time on the COVID-19 response. Over the past 14 months, as many as 15 of the 19 Specialists were activated as Disaster Service Workers, and as recent as March of 2021, CCHSHMP was without 25% of our workforce. This has led to a back log of overdue inspections and outstanding violations.

3. Ms. Duazo is a State-certified Underground Storage Tank (UST) inspector. Ms. Duazo's experience and skills will althrough CCHSHMP to address overdue inspections and outstanding violations caused by staff reductions and the COVID-19 response.

4. Ms. Duazo is a State-certified hazardous materials responder and instructor. She has been the Program Lead of the CCHSHMP Hazardous Materials Incident Response Team for the past seven years. All four of the hazardous materials response teams located in the County have benefited from Ms. Duazo's experience and instruction.

## CONSEQUENCE OF NEGATIVE ACTION:

The COVID-19 pandemic response has significantly impacted the CCHSHMP workforce and our ability to meet State-required time frames. Failure to receive Board approval may prevent the Hazardous Materials Programs from meeting regulatory required inspection frequencies and will require CCHSHMP to prioritize regulatory compliance, focusing enforcement activities on only the most significant offenders.

## ATTACHMENTS





Contra  
Costa  
County

To: Board of Supervisors  
From: Brian M. Balbas, Public Works Director/Chief Engineer  
Date: August 10, 2021

Subject: HEARING to Consider Adopting Traffic Resolution 2021/4504 for Temporary Road Closure of South Broadway Ave., Bay Point area.

**RECOMMENDATION(S):**

HEARING to consider adopting Traffic Resolution No. 2021/4504 approving and authorizing an 18-month temporary road closure of South Broadway Avenue (Road No. 5385BA) between the city limits of Pittsburg and extending northerly to Maylard Street (Road No. 5385AX), beginning August 10, 2021, and ending February 1, 2023, to prevent illegal and criminal activity, Bay Point area. (District V)

**FISCAL IMPACT:**

No fiscal impact.

**BACKGROUND:**

The County Public Works Department, with the support of the Sheriff's Office and the California Highway Patrol, recommends prohibiting vehicle traffic on South Broadway Avenue, which contributes to illegal and continual criminal activity along the roadway. Ongoing illegal dumping and other activities have been a persistent problem, and there are no homes or residents on the roadway that require access. Additionally, South Broadway Avenue has not been designated as a through highway or arterial street, allowing this temporary closure. Public Works Department staff have further determined that the closure of the above-described section of South Broadway Avenue will not impact traffic flow or safety on the adjacent streets, or in the surrounding neighborhoods, the operation of emergency vehicles, the performance

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **08/10/2021**  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: August 10, 2021

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

By: Stacey M. Boyd, Deputy

Contact: Monish Sen,  
925.313.2187

cc:

BACKGROUND: (CONT'D)

of municipal or public utility services to, or the delivery of freight by commercial vehicles in the area of, that section of roadway.

Public Works Department staff mailed notice of this hearing to the owner – as shown on the last equalized assessment roll – of properties adjacent to that section of South Broadway Avenue between the city limits of Pittsburg, and extending northerly to Maylard Street.

Therefore, the Public Works Department recommends that the Board of Supervisors adopt the above-described traffic resolution.

CONSEQUENCE OF NEGATIVE ACTION:

South Broadway Avenue will remain open to through traffic.

ATTACHMENTS

CHP Support Letter

Sheriff Support Letter

Notice Letter

Traffic Resolution 2021/4504

**DEPARTMENT OF CALIFORNIA HIGHWAY PATROL**

5001 Blum Road  
Martinez, CA 94553  
(925) 646-4980  
(800) 735-2929 (TT/TDD)  
(800) 735-2922 (Voice)



July 19, 2021

File No.: 320.15852

Contra Costa County Public Works Department  
Transportation Engineering Division  
255 Glacier Drive  
Martinez, CA 94553-4825

Attention: Mr. Mark A. de la O, Civil Engineer

Dear Mr. de la O,

The California Highway Patrol supports the request from Contra Costa County Public Works Department and Contra Costa County Department of Conservation and Development to close a segment of South Broadway Avenue to reduce the dumping, littering, and other illegal activities occurring along this roadway. The segment of roadway is situated between Maylard Street and Leland Road in the Bay Point area. As proposed, the property adjacent to the segment is unoccupied land owned by Contra Costa County. In addition, access to Ambrose Park and a private property plot will be unaffected by the closure.

Provided our Department or other emergency responders would be provided access to the road when necessary, I would be in support of the Board of Supervisors making the findings as listed in California Vehicle Code section 21101.4 and approving the resolution for temporary closure.

Sincerely,

A handwritten signature in blue ink, appearing to read "B. Moser".

B. MOSER, Captain  
Commander  
Contra Costa Area




**OFFICE OF THE SHERIFF**  
**Contra Costa County**

**Field Operations Bureau**  
1980 Muir Road  
Martinez, CA. 94553  
(925) 313-2500



**DAVID O. LIVINGSTON**  
**Sheriff-Coroner**

**Michael V. Casten**  
**Undersheriff**

**DATE:** June 22, 2021  
**TO:** Mark de la O, Public Works Department  
**FROM:** Jonathan Gackowski, Lieutenant, Muir Station Commander   
**SUBJECT:** South Broadway Road Closure

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It is my understanding the Public Works Department will also be requesting the County Board of Supervisors adopt a Traffic Resolution to allow a Traffic Resolution to allow the temporary closure of South Broadway Avenue (Rd. No. 5385BA), from Maylard Street (Rd. No. 5385AX) to the County limit, located approximately 100 feet north of W. Leland Road in the Bay Point/Pittsburg area to reduce or eliminate ongoing illegal dumping.

Geographically, the location of South Broadway Avenue is a popular location for illegal dumping. Along the fence line, on both sides of the roadway, illegally dumped trash, debris, and discarded items constantly litter the road. It does not seem unreasonable to exercise prevention measures, such as controlling access to the location to prevent criminal activity.

The Sheriff's Office has no objection to the closure as long as emergency vehicles have access to the road, and you have notified the affected residences and businesses. As you may know, the California Highway Patrol has jurisdiction over the roadways in unincorporated Contra Costa County.

If you have any further questions, please call me at 925-313-2520.



Contra Costa County  
Public Works  
Department

Brian M. Balbas, Director

Deputy Directors  
Stephen Kowalewski, Chief  
Allison Knapp  
Warren Lai  
Carrie Ricci  
Joe Yee

July 27, 2021

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

RE: Temporary Closure of South Broadway Avenue (Road No. 5385BA)

Dear Ms. Toms:

On December 16, 2020, the Public Works Department, Maintenance Division, received an email from Code Enforcement requesting installation of K-Rail to prevent recurring illegal dumpings along South Broadway Avenue between Maylard Street and the City of Pittsburg city limits, in the Bay Point area.

In response to their request, the Public Works Department has prepared a traffic resolution for an 18-month closure of South Broadway Avenue, as allowed under California Vehicle Code Section 21101.4, and has scheduled an open public hearing on August 10, 2021, at 9:00 a.m., Board of Supervisors' Chambers, 1025 Escobar Street, Martinez, California. The Contra Costa County Board of Supervisors will conduct this public hearing to consider adopting Traffic Resolution 2021/4504 for this temporary road closure.

You may attend the hearing remotely and comment on the proposed roadway closure. Written comments submitted to the above address prior to August 6, 2021 will be entered in the meeting record.

Should you have any questions, please call Mark de la O at (925) 313-2234.

Sincerely,

Monish Sen  
Senior Traffic Engineer  
Transportation Engineering

MS:MO:sr

G:\transeng\2021\Correspondence\S. Broadway Ave Notice Letter.docx

cc: Brian M. Balbas, Public Works Director  
Steve Kowalewski, Chief Public Works Director  
Jerry Fahy, Transportation Engineering  
Chris Lau, Maintenance Division

*"Accredited by the American Public Works Association"*

255 Glacier Drive Martinez, CA 94553-4825

TEL: (925) 313-2000 • FAX: (925) 313-2333

[www.cccpublicworks.org](http://www.cccpublicworks.org)

**THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA**

Adopted this Traffic Resolution on August 10, 2021 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

**TRAFFIC RESOLUTION NO. 2021/4504**  
**Supervisory District V**

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**SUBJECT:** ADOPT Traffic Resolution No. 2021/4504 for an 18-month temporary closure of South Broadway Avenue (Road No. 5385BA) between the city limits of Pittsburg and extending northerly to Maylard Street (Road No. 5385AX), to prevent serious and ongoing criminal activity, Bay Point area.

WHEREAS, the portion of South Broadway Avenue, which begins at the city limits of Pittsburg and extends northerly to Maylard Street, and has experienced serious and ongoing criminal activity;

WHEREAS, the Public Works Department has requested the closure of the portion of South Broadway Avenue;

WHEREAS, because vehicle traffic contributes to that criminal activity, the County Sheriff's Department and California Highway Patrol, and Public Works Department staff also recommend closure of the portion of South Broadway Avenue;

WHEREAS, Public Works Department staff determined that: South Broadway Avenue has not been designated as a through highway or arterial street; the closure of South Broadway Avenue will not impact traffic flow, safety on the adjacent streets or in the surrounding neighborhoods, the operation of emergency vehicles, the performance of municipal or public utility services to, or the delivery of freight by commercial vehicles in the area of South Broadway Avenue; and

WHEREAS, a public hearing has been held on this proposed closure of South Broadway Avenue, notice of which was mailed to the residents and owners, as shown on the last equalized assessment roll, of property adjacent to that portion of roadway.

NOW, THEREFORE, BE IT RESOLVED THAT, pursuant to Vehicle Code section 21101.4, subdivision (a), the Board of Supervisors of the County of Contra Costa:

1. FINDS as follows:

- A. Based on the recommendation of the County Sheriff's Department and California Highway Patrol, there is serious and continual criminal activity occurring overnight on South Broadway Avenue (Road No. 5385BA), between the city limits of Pittsburg and extending northerly to Maylard Street (Road No. 5385AX).

- B. The above-described section of South Broadway Avenue has not been designated as a through highway or arterial street;
  - C. Vehicle traffic contributes to the criminal activity on the above-described section of South Broadway Avenue;
  - D. The closure of the above-described section of South Broadway Avenue will not impact traffic flow, safety on the adjacent streets or in the surrounding neighborhoods, the operation of emergency vehicles, the performance of municipal or public utility services to, or the delivery of freight by commercial vehicles in the area of, that section of roadway.
2. ADOPTS this Traffic Resolution No. 2021/4504 for an 18-month temporary closure of South Broadway Avenue, between the city limits of Pittsburg and northerly to Maylard Street, beginning August 10, 2021, and ending February 1, 2023.

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

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

By \_\_\_\_\_, Deputy

MS:sr

Orig. Dept: Public Works (Traffic)  
Contact: Monish Sen, 313-2187

cc: California Highway Patrol  
Sheriff Department

**TRAFFIC RESOLUTION NO. 2021/4504**



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Monica Nino, County Administrator  
Date: August 10, 2021

Subject: Side Letter to amend MOUs with SEIU, Local 1021 - Service Line Supervisors and Rank and File Units.

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**RECOMMENDATION(S):**

ADOPT Resolution No. 2021/248 approving the Side Letters between Contra Costa County and SEIU, Local 1021-Service Line Supervisors and Rank and File Units, amending the current Memoranda of Understanding for each Unit by providing for an additional County contribution to employee deferred compensation accounts.

**FISCAL IMPACT:**

Pursuant to the funds agreed to in the Non-Healthcare/Non-General Wage Re-Opener section of each Unit's Memorandum of Understanding, the total annual cost is approximately \$366,000 (\$18,300 for SEIU Local 1021 Service Line Supervisors Unit, \$347,700 for the SEIU Local 1021 Rank and File Unit). The cost will be absorbed by the Department.

**BACKGROUND:**

The Side Letters amend the Memorandum of Understanding between the County and SEIU, Local 1021 – Service Line Supervisors Unit (July 1, 2016 - June 30, 2022) to include an additional sub-section (51.H), and the Memorandum of Understanding between the County and SEIU, Local 1021 - Rank and File Unit (July 1, 2016 - June 30, 2022) to include an additional sub-section (26.5). These new sub-sections provide for a County contribution towards active employees' deferred compensation accounts pursuant to the funds

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **08/10/2021**  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: August 10, 2021

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

By: June McHuen, Deputy

Contact: Lisa Driscoll,  
925-655-2047



BACKGROUND: (CONT'D)

referenced in each Unit's existing Memorandum of Understanding under Section 54 – Non-Healthcare/Non-General Wage Re-Opener, and Section 55 - Non-Healthcare/Non-General Wage Re-Opener, respectively.

Pursuant to these side letters, the County shall provide a monthly deferred compensation contribution to eligible employees in SEIU, Local 1021 who are enrolled in the County's deferred compensation program. Only permanent full-time or permanent part-time employees in a position designated at a minimum of twenty (20) hours per week who have been employed by the County for at least ninety (90) calendar days, will be eligible for the contribution. An employee will be considered enrolled in the County's deferred compensation program as long as they maintain a balance in such an account. Any newly hired employee who satisfies these requirements will also be eligible to receive this contribution on a go-forward monthly basis provided they open a deferred compensation account during the applicable year.

For the 2021 contribution only, the pro-rata amount for each employee will be determined by dividing the designated amount (\$18,300 for the Service Line Supervisors Unit, \$347,700 for the Rank and File Unit) by the number of eligible employees enrolled in the County's deferred compensation program on September 10, 2021. Starting with the October 10, 2021 pay date and for the remainder of the 2021 calendar year, the pro rata amount per employee will be apportioned into a fixed monthly amount contributed on a monthly basis. Payroll taxes will be paid as necessary.

The terms of these Side Letters are effective August 10, 2021 and will be incorporated into the next MOUs between the County and SEIU, Local 1021 – Service Line Supervisors Unit and Rank and File Unit. The Parties agree that these Side Letters resolve all re-opener negotiations related to Section 54 – Non-Healthcare/Non-General Wage Re-opener and Section 55 - Non-Healthcare/Non-General Wage Re-opener for the Association. Except as specifically amended or excluded by these Side Letters, all other terms and conditions of the MOUs between Contra Costa County and SEIU, Local 1021 – Service Line Supervisors Unit (July 1, 2016 -June 30, 2022) and SEIU, Local 1021 - Rank and File Unit (July 1, 2016 - June 30, 2022) remain unchanged.

CONSEQUENCE OF NEGATIVE ACTION:

The Non-Healthcare/Non-General Wage Re-Opener sections of each Unit's MOU will remain open.

AGENDA ATTACHMENTS

Resolution 2021/248

County and SEIU 1021 - RF Side Letter

County and SEIU 1021-SLS Side Letter

MINUTES ATTACHMENTS

Signed Resolution No. 2021/248

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

Adopted this Resolution on 08/10/2021 by the following vote:

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



**Resolution No. 2021/248**

**In the Matter of:** The Side Letter Agreements between the County of Contra Costa and SEIU, Local 1021 adding Sub-Section 51.H - Additional Contribution to Deferred Compensation Plan to the SEIU, Local 1021 - Service Line Supervisors Unit MOU, and Sub-Section 26.5 - Additional Contribution to Deferred Compensation Plan to the SEIU, Local 1021 - Rank and File Unit MOU (pursuant to funds referenced in Non-Healthcare/Non-General Wage Re-Opener).

The Contra Costa County Board of Supervisors acting solely in its capacity as the governing board of the County of Contra Costa **RESOLVES THAT:**

The attached Side Letters of Agreement dated July 23, 2021, between Contra Costa County and the SEIU, Local 1021 - Service Line Supervisors Unit and SEIU, Local 1021 - Rank and File Unit, be **ADOPTED**.

I hereby certify that this 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: Lisa Driscoll, 925-655-2047**

**ATTESTED: August 10, 2021**

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

By: June McHuen, Deputy

**cc:** Ann Elliot, Director of Human Resources, Haj Nahal, Assistant Auditor-Controller

**THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA**

**and for Special Districts, Agencies and Authorities Governed by the Board**

Adopted this Resolution on 08/10/2021 by the following vote:

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

**NO:**

**ABSENT:**

**ABSTAIN:**

**RECUSE:**



**Resolution No. 2021/248**

**In the Matter of:** The Side Letter Agreements between the County of Contra Costa and SEIU, Local 1021 adding Sub-Section 51.H - Additional Contribution to Deferred Compensation Plan to the SEIU, Local 1021 - Service Line Supervisors Unit MOU, and Sub-Section 26.5 - Additional Contribution to Deferred Compensation Plan to the SEIU, Local 1021 - Rank and File Unit MOU (pursuant to funds referenced in Non-Healthcare/Non-General Wage Re-Opener).

The Contra Costa County Board of Supervisors acting solely in its capacity as the governing board of the County of Contra Costa **RESOLVES THAT:**

The attached Side Letters of Agreement dated July 23, 2021, between Contra Costa County and the SEIU, Local 1021 - Service Line Supervisors Unit and SEIU, Local 1021 - Rank and File Unit, be **ADOPTED**.

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

**ATTESTED: August 10, 2021**

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

By: *June McHuen*  
June McHuen, Deputy

Contact: Lisa Driscoll, 925-655-2047

cc: Ann Elliot, Director of Human Resources, Haj Nahal, Assistant Auditor-Controller

**SIDE LETTER  
BETWEEN  
CONTRA COSTA COUNTY AND  
SEIU, LOCAL 1021 (RANK & FILE UNIT)**

This Side Letter is by and between SEIU, Local 1021 – Rank & File Unit ("Union") and the County of Contra Costa ("County") and is effective on 8/10/21 following approval of the Board of Supervisors.

This side letter amends the Memorandum of Understanding between the County and the Union (July 1, 2016 - June 30, 2022) to include an additional section that provides for a County contribution towards active employees' deferred compensation accounts pursuant to the funds referenced in Section 55 – Non-Healthcare/Non-General Wage Re-Opener (incorporated by side letter into the MOU via Resolution No. 2018/576).

**26.4 Deferred Compensation Plan – Special Benefit for Hires after January 1, 2010:**

- A. Commencing April 1, 2010 and for the duration of this Agreement, the County will contribute one hundred fifty dollars (\$150) per month to an employee's account in the Contra Costa County Deferred Compensation Plan or other designated tax qualified savings vehicle, for employees who meet all of the following qualifications:
- a) The employee was first hired by Contra Costa County on or after January 1, 2010 and,
  - b) The employee is a permanent full-time or permanent part-time employee regularly scheduled to work at least 20 hours per week and has been so employed for at least 90 calendar days; and,
  - c) The employee defers a minimum of twenty-five dollars (\$25) per month to the Contra Costa County Deferred Compensation Plan or other designated tax qualified savings vehicle; and,
  - d) The employee has completed, signed and submitted to the Human Resources Department, Employee Benefits Service Unit the required enrollment form for the account, e.g. the Enrollment Form 457 (b).
  - e) The annual maximum contribution as defined under the relevant Internal Revenue Code provision has not been exceeded for the employee's account for the calendar year.

Employees who discontinue deferral or who defer less than the amount required by this provision for a period of one (1) month or more will no longer be eligible to receive the County contribution. To re-establish eligibility, employees must resume deferring the amount required by this provision.

No amount deferred by the employee or contributed by the County in accordance with this provision will count towards the "Base Contribution Amount" or the "Monthly Base Contribution Amount for Maintaining Program Eligibility" required for the County's Deferred Compensation Incentive in any other provision in this Agreement. No amount deferred by the employee or contributed by the County in accordance with any other provision in this Agreement will count toward the minimum required deferral required by this provision. The County's contribution amount in accordance with this provision will be in addition to the County contribution amount for which the employee may be eligible in accordance with any other provision in this contract.

Both the employee deferral and the County contribution to the Contra Costa County Deferred Compensation Plan under this provision, as well as any amounts deferred or contributed to the Contra Costa County Deferred Compensation Plan in accordance with any other provision of this contract, will be added together for the purpose of ensuring that the annual Plan maximum contributions as defined under IRS Code Section 457(b), or other tax qualified designated savings vehicle, are not exceeded.

Within 30 days of adoption of this MOU by the Board of Supervisors, and annually thereafter beginning in 2015, the County will provide to the Union a list of eligible employees who have not enrolled in the deferred compensation plan and will provide the Union with contact information for scheduling an appointment with the Deferred Compensation provider.

**B. Deferred Compensation Plan – Loan Provision:** On August 14, 2012 the Board of Supervisors adopted Resolution 2012/348 approving a side letter with the Coalition Unions to allow a Deferred Compensation Plan Loan Program effective September 1, 2012. The following is a summary of the provisions of the loan program:

1. The minimum amount of the loan is \$1,000.
2. The maximum amount of the loan is the lesser of 50% of the employee's balance or \$50,000, or as otherwise provided by law.
3. The maximum amortization period of the loan is five (5) years.
4. The loan interest is fixed at the time the loan is originated and for the duration of the loan. The loan interest rate is the prime rate plus one percent (1%).
5. There is no prepayment penalty if an employee pays the balance of the loan plus any accrued interest before the original amortization period for the loan.
6. The terms of the loan may not be modified after the employee enters into the loan agreement, except as provided by law.
7. An employee may have only one loan at a time.
8. Payment for the loan is made by monthly payroll deduction.
9. An employee with a loan who is not in paid status (e.g. unpaid leave of absence) may make his/her monthly payments directly to the Plan Administrator by some means other than payroll deduction each month the employee is in an unpaid status (e.g. by a personal check or money order).
10. The Loan Administrator (MassMutual Life Insurance Company or its successor) charges a one-time \$50 loan initiation fee. This fee is deducted from the employee's Deferred Compensation account.
11. The County charges a one-time \$25 loan initiation fee and a monthly maintenance fee of \$1.50. These fees are paid by payroll deduction.

The County's website provides employees with the following information:

- a. Deferred Compensation Loan Provision
- b. FAQ's for the Loan Provision including loan status upon termination of employment and the consequences of defaulting on a loan
- c. Pros and Cons of borrowing from the Deferred Compensation Plan
- d. Loan Application and Agreement

26.5. Additional Contribution to Deferred Compensation Plan (pursuant to the funds referenced in Section 55 – Non-Healthcare/Non-General Wage Re-Opener):

The County shall provide a monthly deferred compensation contribution to eligible employees in the SEIU Local 1021 Rank & File Unit who are enrolled in the County's deferred compensation program. Only permanent full-time or permanent part-time employees in a position designated at a minimum of twenty (20) hours per week who have been employed by the County for at least ninety (90) calendar days, will be eligible for the contribution. An employee will be considered enrolled in the County's deferred compensation program as long as they maintain a balance in such an account. Any newly hired employee who satisfies these requirements will also be eligible to receive this contribution on a go-forward monthly basis provided they open a deferred compensation account during the applicable year.

For the 2021 contribution only, the pro-rata amount for each employee will be determined by dividing \$347,700 by the number of eligible employees enrolled in the County's deferred compensation program on September 10, 2021. This contribution amount will be distributed proportionately on a monthly basis, starting with the October 10, 2021 pay date, for the remainder of the 2021 calendar year.

For all subsequent years, the pro-rata amount for each employee is determined for the applicable year by dividing \$347,700 by the number of eligible employees enrolled in the County's deferred compensation program on January 1. Individual contributions are to be distributed on a monthly basis among all eligible employees starting with the following February 10 pay date through the following January 10 pay date. The parties acknowledge that the amount of each employee's pro-rata share is subject to change from year to year as the amount will be wholly dependent on the number of employees enrolled in the deferred compensation program at the time.

The contribution under this subsection will be added to any existing amounts already deferred or contributed to the Contra Costa County Deferred Compensation Plan for the purpose of ensuring that the annual Plan maximum contributions as defined under IRS Code Section 457(b), or other tax qualified designated saving vehicle, are not exceeded.

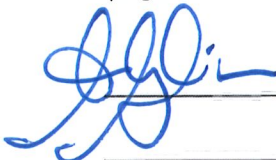
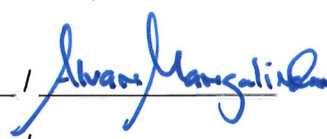
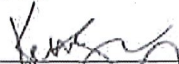
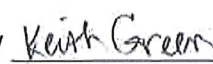
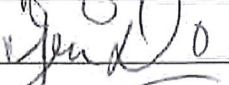



The terms of this Side Letter are effective in the calendar year in which the Side Letter is executed and will be incorporated into the next MOU between the County and the Union. The Parties agree that this Side Letter resolves all re-opener negotiations related to Section 55 – Non-Healthcare/Non-General Wage Re-opener for the SEIU Local 1021 Rank & File Unit. Except as specifically amended or excluded by this Side Letter, all other terms and conditions of the MOU between Contra Costa County and SEIU, Local 1021 – Rank & File Unit (July 1, 2016 -June 30, 2022) remain unchanged by this Side Letter.

Date: 7/23/21

**Contra Costa County:**  
(Signature / Printed Name)

**SEIU, Local 1021**  
**Rank & File Unit:**  
(Signature / Printed Name)

	/		/		/	
_____	/	_____	/		/	
_____	/	_____	/	_____	/	_____
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**SIDE LETTER  
BETWEEN  
CONTRA COSTA COUNTY AND  
SEIU, LOCAL 1021 (SERVICE LINE SUPERVISORS UNIT)**

This Side Letter is by and between SEIU, Local 1021 – Service Line Supervisors Unit ("Union") and the County of Contra Costa ("County") and is effective on 8/10/21 following approval of the Board of Supervisors.

This side letter amends the Memorandum of Understanding between the County and the Union (July 1, 2016 - June 30, 2022) under Section 51 – Special Benefits to include an additional sub-section (51.H.) providing for a County contribution towards active employees' deferred compensation accounts pursuant to the funds referenced in Section 54 – Non-Healthcare/Non-General Wage Re-Opener (incorporated by side letter into the MOU via Resolution No. 2018/576).

**SECTION 51 – SPECIAL BENEFITS**

Social Services First Line Supervisors represented by Social Services Union, Local 1021 are eligible to receive the following benefits:

- A. Life Insurance. Effective January 1, 2000, \$45,000 Group Term Life Insurance will be provided. Premiums for this insurance will be paid by the County with conditions of eligibility to be reviewed annually.
- B. LTD. Long-Term Disability Insurance will be provided, with a replacement limit of eighty-five percent (85%) of total monthly base earnings reduced by any deductible benefits. The premium for this Long-Term Disability Insurance will be paid by the County.
- C. Vacation Buy Back. A vacation Buy Back plan will be provided for reimbursement for up to one-third (1/3) of an employee's annual vacation accrual, subject to the following conditions: (a) the choice can be made only once in each calendar year; (b) payment shall be based on an hourly rate determined by dividing the employee's monthly salary by 173.33; and (c) the maximum number of hours that may be reimbursed in any year is one-third (1/3) of the annual accrual at the time of reimbursement.

Employees promoted or hired by the County into any classification represented by SEIU 1021 Service Line Supervisors on and after January 1, 2012, are not eligible for the Vacation Buy-Back benefit. However, any employee who was eligible for a Vacation Buy-Back benefit before promoting into a classification represented by SEIU 1021 Service Line Supervisors will retain that benefit after promoting into a classification represented by SEIU 1021 Service Line Supervisors.

- D. Professional Development. A Professional Development Reimbursement Plan will be provided to include reimbursement of up to one hundred fifty dollars (\$150) per fiscal year for memberships in professional organizations, subscriptions to professional publications, attendance fees at job-related professional development activities, job-related books, electronic calendars and organizers, and software and hardware from a standardized County approved list or with Department Head approval, provided each employee



complies with the provisions of the Computer Use and Security Policy adopted by the Board of Supervisors.

Beginning January 1, 2000, employees shall be eligible for reimbursement of up to four hundred dollars (\$400) for each two (2) year period. Authorization for individual professional development reimbursement requests shall be made by the Department Head. Reimbursement will occur through the regular demand process with demands being accompanied by proof of payment (copy of invoice or canceled check).

E. Longevity Pay. A Longevity Pay Plan will provide a 2.5% increase in pay at ten (10) years of County Service, subject to appointing authority approval based on merit.

F. Deferred Compensation Incentive.

1. The County will contribute seventy-five dollars (\$75.00) per month to each employee who participates in the County's Deferred Compensation Plan. To be eligible for this incentive, the employee must contribute to the deferred compensation plan as indicated below:

Current Monthly Salary	Qualifying Base Cont. Amount	Monthly Base Cont. Amount for Maintaining Incentive Prog. Eligibility
2500 and below	250	50
2501 – 3334	500	50
3335 – 4167	750	50
4168 – 5000	1000	50
5001 – 5834	1500	100
5835 – 6667	2000	100
6668 and above	2500	100

Employees who discontinue contributions or who contribute less than the required amount per month for a period of one (1) month or more will no longer be eligible for the seventy-five (\$75.00) County supplement. To re-establish eligibility, employees must again make a Base Contribution Amount as set forth above based on current monthly salary. Employees with a break in deferred compensation contributions either because of an approved medical leave or an approved financial hardship withdrawal will not be required to re-establish eligibility. Further, employees who lose eligibility due to displacement by layoff, but maintain contributions at the required level and are later employed in an eligible position, will not be required to re-establish eligibility.

2. Deferred Compensation Plan – Special Benefit for Hires after January 1, 2010: Commencing April 1, 2010 and for the duration of this Agreement, the County will contribute one hundred fifty dollars (\$150) per month to an employee's account in the Contra Costa County Deferred Compensation Plan or other designated tax qualified savings vehicle, for employees who meet all of the following qualifications:

- a) The employee was first hired by Contra Costa County on or after January 1, 2010 and,
- b) The employee is a permanent full-time or permanent part-time employee regularly scheduled to work at least 20 hours per week and has been so employed for at least 90 calendar days; and

- c) The employee defers a minimum of twenty-five dollars (**\$25**) per month to the Contra Costa County Deferred Compensation Plan or other designated tax qualified savings vehicle; and ,
- d) The employee has completed, signed and submitted to the Human Resources Department, Employee Benefits Service Unit the required enrollment form for the account, e.g. the Enrollment Form 457 (b).
- e) The annual maximum contribution as defined under the relevant Internal Revenue Code provision has not been exceeded for the employee's account for the calendar year.

Employees who discontinue deferral or who defer less than the amount required by this Subsection 2 for a period of one (1) month or more will no longer be eligible to receive the County contribution. To establish eligibility, employees must resume deferring the amount required by this Subsection 2.

No amount deferred by the employee or contributed by the County in accordance with this Subsection 2 will count towards the Base Contribution Amount or the Monthly Base Contribution for Amount for Maintaining Program Eligibility required for the County's Deferred Compensation Incentive in Subsection 1. No amount deferred by the employee or contributed by the County in accordance with Subsection 1 will count toward the minimum required deferral required by this Subsection 2. The County's contribution amount in accordance with this Subsection 2 will be in addition to the County contribution amount for which the employee may be eligible in accordance with any other provision in this contract.

Both the employee deferral and the County contribution to the Contra Costa County Deferred Compensation Plan under this Subsection 2 as well as any amounts deferred or contributed to the Contra Costa County Deferred Compensation Plan in accordance with Subsection 1, will be added together for the purpose of ensuring that the annual Plan maximum contributions as defined under IRS Code Section 457(b), or other tax qualified designated savings vehicle, are not exceeded.

Within 30 days of adoption of this MOU by the Board of Supervisors, and annually thereafter beginning in 2015, the County will provide to the Union a list of eligible employees who have not enrolled in the deferred compensation plan and will provide the Union with contact information for scheduling an appointment with the Deferred Compensation provider.

G. **Deferred Compensation Plan – Loan Provision:** On August 14, 2012, the Board of Supervisors adopted Resolution 2012/348 approving a side letter with the Coalition Unions to allow a Deferred Compensation Plan Loan Program effective September 1, 2012. The following is a summary of the provisions of the loan program:

1. The minimum amount of the loan is \$1,000.
2. The maximum amount of the loan is the lesser of 50% of the employee's balance or \$50,000, or as otherwise provided by law.
3. The maximum amortization period of the loan is five (5) years.
4. The loan interest is fixed at the time the loan is originated and for the duration of the loan. The loan interest rate is the prime rate plus one percent (1%).
5. There is no prepayment penalty if an employee pays the balance of the loan plus any accrued interest before the original amortization period for the loan.
6. The terms of the loan may not be modified after the employee enters into the loan agreement, except as provided by law.

7. An employee may have only one loan at a time.
8. Payment for the loan is made by monthly payroll deduction.
9. An employee with a loan who is not in paid status (e.g. unpaid leave of absence) may make his/her monthly payments directly to the Plan Administrator by some means other than payroll deduction each month the employee is in an unpaid status (e.g. by a personal check or money order).
10. The Loan Administrator (MassMutual Life Insurance Company or its successor) charges a one-time \$50 loan initiation fee. This fee is deducted from the employee's Deferred Compensation account.
11. The County charges a one-time \$25 loan initiation fee and a monthly maintenance fee of \$1.50. These fees are paid by payroll deduction.

The County's website provides employees with the following information:

- a. Deferred Compensation Loan Provision
- b. FAQ's for the Loan Provision including loan status upon termination of employment and the consequences of defaulting on a loan
- c. Pros and Cons of borrowing from the Deferred Compensation Plan
- d. Loan Application and Agreement

H. Additional Contribution to Deferred Compensation Plan (pursuant to the funds referenced in Section 54 – Non-Healthcare/Non-General Wage Re-Opener):

The County shall provide a monthly deferred compensation contribution to eligible employees in the SEIU Local 1021 Service Line Supervisors Unit who are enrolled in the County's deferred compensation program. Only permanent full-time or permanent part-time employees in a position designated at a minimum of twenty (20) hours per week who have been employed by the County for at least ninety (90) calendar days, will be eligible for the contribution. An employee will be considered enrolled in the County's deferred compensation program as long as they maintain a balance in such an account. Any newly hired employee who satisfies these requirements will also be eligible to receive this contribution on a go-forward monthly basis provided they open a deferred compensation account during the applicable year.

For the 2021 contribution only, the pro-rata amount for each employee will be determined by dividing \$18,300 by the number of eligible employees enrolled in the County's deferred compensation program on September 10, 2021. This contribution amount will be distributed proportionately on a monthly basis, starting with the October 10, 2021 pay date, for the remainder of the 2021 calendar year.

For all subsequent years, the pro-rata amount for each employee is determined for the applicable year by dividing \$18,300 by the number of eligible employees enrolled in the County's deferred compensation program on January 1. Individual contributions are to be distributed on a monthly basis among all eligible employees starting with the following February 10 pay date through the following January 10 pay date. The parties acknowledge that the amount of each employee's pro-rata share is subject to change from year to year as the amount will be wholly dependent on the number of employees enrolled in the deferred compensation program at the time.

The contribution under this subsection will be added to any existing amounts already deferred or contributed to the Contra Costa County Deferred Compensation Plan for the purpose of ensuring that the annual Plan maximum contributions as defined under IRS Code Section 457(b), or other tax qualified designated saving vehicle, are not exceeded.

The terms of this Side Letter are effective in the calendar year in which the Side Letter is executed and will be incorporated into the next MOU between the County and the Union. The Parties agree that this Side Letter resolves all re-opener negotiations related to Section 54 – Non-Healthcare/Non-General Wage Re-opener for the SEIU Local 1021 SLS Unit. Except as specifically amended or excluded by this Side Letter, all other terms and conditions of the MOU between Contra Costa County and SEIU, Local 1021 – Service Line Supervisors Unit (July 1, 2016 -June 30, 2022) remain unchanged by this Side Letter.

Date: 7/23/21

**Contra Costa County:**  
(Signature / Printed Name)

[Signature] / Alvaro Manzanera  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SEIU, Local 1021**  
**Service Line Supervisors Unit:**  
(Signature / Printed Name)

[Signature] / Holiday letter week  
Yes Do / Yes Do  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



Contra  
Costa  
County

To: Board of Supervisors  
From: Brian M. Balbas, Public Works Director/Chief Engineer  
Date: August 10, 2021

Subject: Approve and Authorize to fully close a portion of Pinehurst Road, between August 16, 2021 and October 31, 2021, Canyon area.

**RECOMMENDATION(S):**

ADOPT Resolution No. 2021/245 approving and authorizing the Public Works Director, or designee, to fully close a portion of Pinehurst Road between Canyon Road and Skyline Boulevard, except for emergency vehicles and local traffic, for a maximum of 26 consecutive calendar days between August 16, 2021 and October 31, 2021, 24 hours per day, for the purpose of the Pinehurst Road Sinkhole and Culvert Repair Project, County Project No. 0672-6U6202, Federal Project No. ER 32LO(517), Canyon area. (District II)

**FISCAL IMPACT:**

No fiscal impact.

**BACKGROUND:**

To enable the contractor to replace a damaged Corrugated Metal Pipe (CMP) with a Reinforced Concrete Pipe (RCP) and repairing the CMP using invert paving to restore Pinehurst Road in the most efficient and least impactful way to the local community.

APPROVE  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **08/10/2021**  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: August 10, 2021

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

Contact: Bob Hendry (925)  
374-2136

By: Stacey M. Boyd, Deputy

CONSEQUENCE OF NEGATIVE ACTION:

Contractor will be unable to close the road for planned activities. Pinehurst Road Sinkhole and Culvert Repair, County Project No. 0672-6U6202, Federal Project No. ER 32LO(517) will be delayed and may not be able to be constructed.

AGENDA ATTACHMENTS

Resolution No. 2021/245

MINUTES ATTACHMENTS

Signed: Resolution No. 2021/245

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

Adopted this Resolution on 08/10/2021 by the following vote:

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



**Resolution No. 2021/245**

IN THE MATTER OF: Approving and Authorizing the Public Works Director, or designee, to fully close a portion of Pinehurst Road between Canyon Road and Skyline Boulevard, except for emergency vehicles and local traffic, for a maximum of 26 consecutive calendar days between August 16, 2021 and October 31, 2021, 24 hours per day, for the purpose of the Pinehurst Road Sinkhole and Culvert Repair Project, County Project No. 0672-6U6202, Federal Project No. ER 32LO(517), Canyon area. (District II)

RC21-14

NOW, THEREFORE, BE IT RESOLVED that permission is granted to W.R. Forde Associates, Inc. to fully close a portion of Pinehurst Road between Canyon Road and Skyline Boulevard, except for emergency vehicles and local traffic, for a maximum of 26 consecutive calendar days between August 16, 2021 and October 31, 2021, 24 hours per day, subject to the following conditions:

1. Traffic will be detoured per traffic control plan reviewed by Public Works.
2. All signing to be in accordance with the California Manual on Uniform Traffic Control Devices.
3. W.R. Forde Associates, Inc. shall comply with the requirements of the Ordinance Code of Contra Costa County.
4. Provide the County with a Certificate of Insurance in the amount of \$1,000,000.00 for Comprehensive General Public Liability which names the County as an additional insured prior to the start of construction.
5. Obtain approval for the closure from the Sheriff's Department, the California Highway Patrol and the Fire District.
6. Emergency vehicle access through the closure will be allowed for the duration of the closure.

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

**Contact: Bob Hendry (925) 374-2136**

**ATTESTED: August 10, 2021**

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

By: Stacey M. Boyd, Deputy

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

C.1

**THE BOARD OF SUPERVISORS OF CONTRA COSTA COUNTY, CALIFORNIA**

**and for Special Districts, Agencies and Authorities Governed by the Board**

Adopted this Resolution on 08/10/2021 by the following vote:

**AYE:**  5 **John Gioia**  
**Candace Andersen**  
**Diane Burgis**  
**Karen Mitchoff**  
**Federal D. Glover**

**NO:**

**ABSENT:**

**ABSTAIN:**

**RECUSE:**



**Resolution No. 2021/245**

IN THE MATTER OF: Approving and Authorizing the Public Works Director, or designee, to fully close a portion of Pinehurst Road between Canyon Road and Skyline Boulevard, except for emergency vehicles and local traffic, for a maximum of 26 consecutive calendar days between August 16, 2021 and October 31, 2021, 24 hours per day, for the purpose of the Pinehurst Road Sinkhole and Culvert Repair Project, County Project No. 0672-6U6202, Federal Project No. ER 32LO(517), Canyon area. (District II)

RC21-14

NOW, THEREFORE, BE IT RESOLVED that permission is granted to W.R. Forde Associates, Inc. to fully close a portion of Pinehurst Road between Canyon Road and Skyline Boulevard, except for emergency vehicles and local traffic, for a maximum of 26 consecutive calendar days between August 16, 2021 and October 31, 2021, 24 hours per day, subject to the following conditions:

1. Traffic will be detoured per traffic control plan reviewed by Public Works.
2. All signing to be in accordance with the California Manual on Uniform Traffic Control Devices.
3. W.R. Forde Associates, Inc. shall comply with the requirements of the Ordinance Code of Contra Costa County.
4. Provide the County with a Certificate of Insurance in the amount of \$1,000,000.00 for Comprehensive General Public Liability which names the County as an additional insured prior to the start of construction.
5. Obtain approval for the closure from the Sheriff's Department, the California Highway Patrol and the Fire District.
6. Emergency vehicle access through the closure will be allowed for the duration of the closure.

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

**ATTESTED: August 10, 2021**

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

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

Contact: Bob Hendry (925) 374-2136

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





Contra  
Costa  
County

To: Board of Supervisors  
From: Brian M. Balbas, Public Works Director/Chief Engineer  
Date: August 10, 2021

Subject: Ratify the prior decision to fully close the intersections of Market Avenue and Silver Avenue at Fred Jackson Way, North Richmond area.

**RECOMMENDATION(S):**

ADOPT Resolution No. 2021/250 ratifying the prior decision of the Public Works Director, or designee, to fully close the intersections of Market Avenue and Silver Avenue at Fred Jackson Way, for a maximum of 112 consecutive calendar days between August 2, 2021 and November 30, 2021, 24 hours per day, for the purpose of the Fred Jackson Way First Mile/Last Mile Connection Project, County Project No. 0662-6R4153, Federal Project No. ATPL 5928(151), North Richmond area. (District I)

**FISCAL IMPACT:**

No fiscal impact.

**BACKGROUND:**

Road closure will enable the contractor to construct street improvement along Fred Jackson Way between Brookside Drive and Grove Avenue including constructing widened sidewalks, bulb outs, storm drain modifications, street trees and irrigation. Project will also include pavement grinding, widening, overlay and construction of a HMA (Hot Mix Asphalt) pedestrian path.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **08/10/2021**  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: August 10, 2021

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

Contact: Bob Hendry (925)  
374-2136

By: Stacey M. Boyd, Deputy

CONSEQUENCE OF NEGATIVE ACTION:

Contractor will be unable to close the road for planned activities. The Fred Jackson Way First Mile/Last Mile Connection Project, County Project No. 0662-6R4153, Federal Project No. ATPL 5928(151) will be delayed and may not be able to be constructed.

AGENDA ATTACHMENTS

Resolution No. 2021/250

MINUTES ATTACHMENTS

Signed: Resolution No. 2021/250

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

Adopted this Resolution on 08/10/2021 by the following vote:

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



**Resolution No. 2021/250**

IN THE MATTER OF: Ratifying the prior decision of the Public Works Director, or designee, to fully close the intersections of Market Avenue and Silver Avenue at Fred Jackson Way, for a maximum of 112 consecutive calendar days between August 2, 2021 and November 30, 2021, 24 hours per day, for the purpose of the Fred Jackson Way First Mile/Last Mile Connection Project, County Project No. 0662-6R4153, Federal Project No. ATPL 5928(151), North Richmond area. (District I)

RC21-15

NOW, THEREFORE, BE IT RESOLVED that permission is granted to Ghilotti Bros., Inc. to fully close the intersections of Market Avenue and Silver Avenue at Fred Jackson Way, for a maximum of 112 consecutive calendar days between August 2, 2021 and November 30, 2021, 24 hours per day, subject to the following conditions:

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

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

**Contact: Bob Hendry (925) 374-2136**

**ATTESTED: August 10, 2021**

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

By: Stacey M. Boyd, Deputy

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

C.2

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

Adopted this Resolution on 08/10/2021 by the following vote:

		<b>John Gioia</b>
		<b>Candace Andersen</b>
<b>AYE:</b>	<input type="checkbox"/> 5	<b>Diane Burgis</b>
		<b>Karen Mitchoff</b>
		<b>Federal D. Glover</b>
<b>NO:</b>	<input type="checkbox"/>	
<b>ABSENT:</b>	<input type="checkbox"/>	
<b>ABSTAIN:</b>	<input type="checkbox"/>	
<b>RECUSE:</b>	<input type="checkbox"/>	



**Resolution No. 2021/250**

IN THE MATTER OF: Ratifying the prior decision of the Public Works Director, or designee, to fully close the intersections of Market Avenue and Silver Avenue at Fred Jackson Way, for a maximum of 112 consecutive calendar days between August 2, 2021 and November 30, 2021, 24 hours per day, for the purpose of the Fred Jackson Way First Mile/Last Mile Connection Project, County Project No. 0662-6R4153, Federal Project No. ATPL 5928(151), North Richmond area. (District I)

RC21-15

NOW, THEREFORE, BE IT RESOLVED that permission is granted to Ghilotti Bros., Inc. to fully close the intersections of Market Avenue and Silver Avenue at Fred Jackson Way, for a maximum of 112 consecutive calendar days between August 2, 2021 and November 30, 2021, 24 hours per day, subject to the following conditions:

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

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

**ATTESTED: August 10, 2021**

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

Contact: Bob Hendry (925) 374-2136

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

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



Contra  
Costa  
County

To: Board of Supervisors  
From: Brian M. Balbas, Public Works Director/Chief Engineer  
Date: August 10, 2021

Subject: Execute Right of Way Contract/Temporary Construction Easement and Accept Roadway Easement Deed related to Marsh Creek Road Bridges Replacement Project

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**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute the Right of Way Contract/Temporary Construction Easements (Contract) and ACCEPT the Roadway Easement Deed and Temporary Construction Easements for portions of APN 007-160-014 from Contra Costa Water District (District) in connection with the Marsh Creek Road Bridge Replacement (Bridges #28C-0143 & #28C-0145) Project (Project), pursuant to Streets & Highway Code Section 943. (Project No. 0662-6R4083, Federal Project No.: BRLS 5928(125) (SCH No.: 2020040312/DCD-CP #15-41)

AUTHORIZE the Public Works Director, or designee, to execute said Contract on behalf of Contra Costa County (County).

AUTHORIZE the Chair, Board of Supervisors, to execute the Roadway Easement Deed on behalf of the County.

APPROVE payment of \$4,000 for said property rights and AUTHORIZE the Auditor-Controller to issue a check in said amount payable to Contra Costa Water District, P.O. Box H2O, Concord CA 94524, to be forwarded to the Public Works Department Real Estate Division (Real Estate Division) for delivery.

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APPROVE  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **08/10/2021**  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: August 10, 2021  
Monica Nino, County Administrator and Clerk of the Board of Supervisors

Contact: Olivia Reynolds-Freeman By: Stacey M. Boyd, Deputy  
925. 957-2462

RECOMMENDATION(S): (CONTD)

DIRECT the Real Estate Division to have the above-referenced Roadway Easement Deed recorded in the County's Clerk Recorder's office.

FISCAL IMPACT:

88.5% Federal Highway Bridge Program Funds and 11.5% Local Road Funds.

BACKGROUND:

Contra Costa County intends to replace two existing bridges (Bridge No. 28C-0143 and Bridge No. 28C-0145) and related roadway approaches on Marsh Creek Road, a County highway, in the Brentwood and Clayton areas of unincorporated Contra Costa County. The Project includes replacing the bridge structures and reconstructing 600 to 1000 feet of roadway on each side of each new bridge structure to reconnect the realigned bridge to the existing roadway. In connection therewith, the County must acquire interests in certain real property, which consists of a two Roadway Easements one of which is 5,634 square feet and the other 1,954 square feet and two Temporary Construction Easements one of which is 9,842 square feet and the other 5,412 square feet in size.

On November 26, 2019, Caltrans approved a National Environmental Policy Act (NEPA) Categorical Exclusion, pursuant to Chapter 3 of Title 23, United States Code, Section 326. Caltrans determined that this project has no significant impacts on the environment as defined by NEPA, and that there are no unusual circumstances as described in 23 CFR 771.117(b). On August 4, 2020, this Board APPROVED the proposed Project and ADOPTED the Mitigated Negative Declaration and Mitigation and Monitoring and Reporting Program pertaining to this Project pursuant to the California Environmental Quality Act (CEQA). A Notice of Determination was filed by the County's Clerk Recorders Office on August 14, 2020 and posted at the State Clearinghouse on September 2, all in compliance with CEQA. SCH No.: 2020040312/DCD-CP #15-41.

As a condition of the Right of Way Contract/Temporary Construction Easement, the Grantor is requiring the County to indemnify Grantor from liabilities that arise from the County's use of the property.

CONSEQUENCE OF NEGATIVE ACTION:

The Project will not have sufficient land rights to allow construction in accordance with the approved plans and specifications.

ATTACHMENTS

Right of Way Contract  
Roadway Easement Deed

**RIGHT OF WAY CONTRACT - INTERNAL ESCROWS**

RW 8-3A (4/93)

Page 1 of 3

Grantor: Contra Costa Water District, a California Special District  
Portion of APN: 007-160-014  
Project Name: Marsh Creek Bridge Replacements #28C-0143 & #28C-0145  
Project No.: 0662-6R4083  
Federal Project No.: BRLS 5928 (125)  
Parcel Nos.: 3, 4, 7 & 9

\_\_\_\_\_, California

\_\_\_\_\_, 2021

Parcel Nos. Three and Four, in the form of Roadway Easements, and Parcel Nos. Seven and Nine, in the form of Temporary Construction Easements, dated \_\_\_\_\_, 2021, covering the Property particularly described in the above instruments and Clause 4 below, (collectively the "Property") have been executed and delivered to Olivia Reynolds-Freeman, Senior Real Property Agent for Contra Costa County ("County").

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

1. The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said document and shall relieve the County of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement, except as provided otherwise herein.
2. The County shall pay the undersigned Grantor the sum of Four Thousand Dollars and No/100, (\$4,000.00) for the Property and interests conveyed by the above documents. The County will take title to the Property subject to Grantor's underlying fee title and:
  - (a) All covenants, conditions, restrictions and reservations of record.
  - (b) All existing easements or rights of way of record over said Property.
3. Grantor warrants that there are no oral or written leases on all or any portion of the Property exceeding a period of one month, and the Grantor of record title, the undersigned Grantor, covenants and agrees to indemnify and hold County harmless from any and all claims that other parties may make or assert on the title to the premises. The Grantor's obligation herein to indemnify the County shall not exceed the amount paid to the Grantor under this contract.
4. Permission is hereby granted to the County, its employees, contractors, and their authorized agents to enter upon Grantor's land within that certain area described in Exhibits "A-2 and A-3" attached hereto and made a part hereof, for the purpose of a Temporary Construction Easement (TCE) in connection with the Project.

5. To the extent permitted by law, County shall indemnify, defend, and hold harmless Grantor, its directors, officers, agents, and employees from and against any and all loss, liability, expense, claims, costs, suits, and damages, including attorneys' fees, arising out of County's operation or performance under the TCE, including all costs, claims and damages (including property and personal injury) arising out of any hazardous substances or hazardous wastes (including petroleum) within the TCE AREA but only to the extent said hazardous substance or wastes are released as a direct result of County's activities within the TCE AREA (except for such hazardous substances or wastes as are determined to have been placed within the TCE AREA by Grantor prior to being uncovered or released by County's activities within the TCE AREA). County shall be responsible for and reimburse Grantor for any damage to or loss of Grantor's facilities, including, but not limited to, any damage or loss due to corrosion of Grantor's pipelines and appurtenant facilities, present or future, directly or substantially contributed to or caused by County's use of the TCE AREA pursuant to this agreement.
6. In case of unpredictable delays in construction, upon written notification, the term of the TCE, provided in Section 9 below, may be extended by an amendment to this Right of Way Contract. Grantor shall be compensated based on the fair market value at the time of the extension. Payment shall be made to the Grantor prior to the expiration of the original term.
7. Upon completion of the occupancy and use of the TCE, County shall promptly restore the area, including any above ground facilities of the Grantor, and leave the area in a clean and presentable condition, free from waste, to the reasonable satisfaction of Grantor.
8. The Grantor hereby represents and warrants that during the period of Grantor's ownership of the Property, Grantor has no knowledge of any disposal, release or threatened release of hazardous substances or Hazardous Wastes on, from, or under the Property. Grantor further represents and warrants that Grantor has no knowledge of any disposal, release, or threatened release of hazardous substances or Hazardous Wastes, on, from, or under the Property, which may have occurred prior to Grantor taking title to the Property. County has the option of preparing an Environmental Phase One Report.

The acquisition price of the Property being acquired in this transaction reflects the fair-market value of the Property without the presence of contamination. If the Property being acquired is found to be contaminated by the presence of Hazardous Waste, which requires mitigation under Federal or State law, the County may elect to recover its clean-up costs from those who caused or contributed to the contamination.

9. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this contract, the right of possession and use of the subject Property by the County, including the right to remove and dispose of improvements shall



**RIGHT OF WAY CONTRACT - INTERNAL ESCROWS**

commence on August 15, 2021, or close of escrow controlling this transaction, whichever occurs first, and the use of temporary easement rights, if any, shall commence on August 15, 2021 and terminate on May 14, 2023. The amount shown in Clause 2 herein includes, but is not limited to, full payment for such possession and use, including damages, if any, and interest from said date.

- 10. This transaction will be handled through an internal escrow with Contra Costa County, 255 Glacier Drive, Martinez, California, 94553.

*In Witness Whereof*, the Parties have executed this agreement the day and year first above written.

CONTRA COSTA COUNTY  
Recommended for Approval:

By *Olivia Reynolds-Freeman*  
Olivia Reynolds-Freeman  
Senior Real Property Agent

By *Jessica L. Dillingham*  
Jessica L. Dillingham  
Principal Real Property Agent

Contra Costa Water District,  
a California Special District

By *Stephen J. Welch*  
Stephen J. Welch  
General Manager

APPROVED AS TO FORM

*Dylan E. City*  
DISTRICT LEGAL COUNSEL

APPROVED:

By \_\_\_\_\_  
Brian M. Balbas  
Public Works Director

Date \_\_\_\_\_  
(Date of Approval)

Marsh Creek Road (Road No. 3971A)  
Contra Costa Water District  
Portion of APN 007-160-014  
Drawing No. RW-3971A-2020A

## EXHIBIT "A-2"

Real property in an unincorporated area of the County of Contra Costa, State of California, being a portion of that part of Rancho Los Meganos within Township 1 South, Range 2 East, Mount Diablo Meridian, also being a portion of the property described in Exhibit D in the Final Order of Condemnation to Contra Costa Water District (CCWD), recorded September 10, 1998 in Recorder's Series number 1998-0218936, Contra Costa County records, described as follows:

### Parcel 7 – Temporary Construction Easement

A temporary Construction Easement (TCE) for construction purposes and incidents thereto, upon, in, over and across the property described below for a period of twenty-one months, to commence on August 15, 2021 and terminate on May 14, 2023.

Commencing at the northeast corner of said CCWD property (1998-0218936), being a point on the southerly right of way line of Marsh Creek Road; thence along said right of way line south 63°15'53" west 615.25 feet; thence south 65°00'23" west 401.30 feet to the Point of Beginning; thence from said Point of Beginning, leaving said right of way line south 50°39'56" west 39.66 feet; thence south 61°32'48" west 265.34 feet; thence south 68°45'34" west 312.54 feet; thence south 0°00'00" west 34.21 feet; thence south 87°49'29" west 42.24 feet; thence south 65°00'23" west 66.53 feet; thence south 14°39'44" west 13.32 feet; thence south 65°00'23" west 156.17 feet; thence north 24°10'56" west 30.25 feet to said southerly right of way line; thence along said right of way line north 65°00'23" east 43.71 feet; thence leaving said right of way line south 24°59'37" east 20.00 feet; thence north 65°00'23" east 31.46 feet; thence north 56°57'03" east 107.04 feet; thence north 24°59'37" west 5.00 feet to said right of way line; thence along said right of way line north 65°00'23" east 95.72 feet; thence leaving said right of way line north 80°27'19" east 9.19 feet; thence north 67°28'24" east 310.61 feet; thence north 62°39'07" east 263.81 feet; thence north 50°39'56" east 20.10 feet to said southerly right of way line; thence along said right of way line north 65°00'23" east 20.19 feet to the Point of Beginning.

Containing an area of 9,842 square feet of land, more or less.

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

Signature: James A. Stein

Licensed Land Surveyor  
Contra Costa County Public Works Department

Date: 9/17/2020



Marsh Creek Road (Road No. 3971A)  
Contra Costa Water District  
Portion of APN 007-160-014  
Drawing No. RW-3971A-2020A

### EXHIBIT "A-3"

Real property in an unincorporated area of the County of Contra Costa, State of California, being a portion of that part of Rancho Los Meganos within Township 1 South, Range 2 East, Mount Diablo Meridian, also being a portion of the property described in Exhibit D in the Final Order of Condemnation to Contra Costa Water District (CCWD), recorded September 10, 1998 in Recorder's Series number 1998-0218936, Contra Costa County records, described as follows:

#### Parcel 9 – Temporary Construction Easement

A temporary Construction Easement (TCE) for construction purposes and incidents thereto, upon, in, over and across the property described below for a period of twenty-one months, to commence on August 15, 2021 and terminate on May 14, 2023.

Commencing at the northwest corner of said CCWD property (1998-0218936); thence along the northerly line of said CCWD property north 60°04'23" east 922.06 feet to a point on the southerly right of way line of Marsh Creek Road, as described in the deed to Contra Costa County, filed December 28, 1936 in Book 424 of Official Records at Page 244, said point being the beginning of a curve, concave to the south, a radial to said point bears north 29°55'37" west; thence easterly along said right of way line, and said curve, having a radius of 2975.00 feet, through a central angle of 0°15'33", an arc length of 13.45 feet to the Point of Beginning; thence from said Point of Beginning, continuing along said right of way line and said curve, through a central angle of 4°40'27", an arc length of 242.70 feet; thence north 65°00'23" east 175.03 feet; thence leaving said right of way line south 24°59'37" east 14.96 feet; thence south 43°10'09" west 75.71 feet; thence north 66°31'51" west 54.88 feet; thence south 61°29'11" west 248.97 feet; thence south 69°03'17" west 62.20 feet; thence north 29°40'04" west 3.06 feet to the Point of Beginning.

Containing an area of 5,412 square feet of land, more or less.

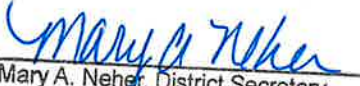
This real property description has been prepared by me or under my direction, in conformance with the Professional Land Surveyors Act.

Signature: James A. Stein

Licensed Land Surveyor  
Contra Costa County Public Works Department

Date: 9/17/2020



  
Mary A. Neher, District Secretary  
Contra Costa Water District

**RESOLUTION NO. 21-004**

**A RESOLUTION AUTHORIZING EXECUTION OF A NON-EXCLUSIVE  
PERPETUAL ROADWAY EASEMENT, TEMPORARY CONSTRUCTION EASEMENT,  
AND A RIGHT OF WAY CONTRACT WITH CONTRA COSTA COUNTY  
AT MARSH CREEK ROAD IN BRENTWOOD**

WHEREAS, the Contra Costa Water District (District) owns certain real property in the unincorporated Contra Costa County the for Los Vaqueros watershed; and

WHEREAS, Contra Costa County (County) has requested that District grant a non-exclusive perpetual roadway easement and temporary construction easement to the County for the replacement of a bridge at Marsh Creek Road as depicted in the Exhibit attached hereto; and

NOW, THEREFORE BE IT RESOLVED by the Board of Directors of the Contra Costa Water District, that the General Manager, or his designee, is hereby authorized to execute for and on behalf of the District, a Right of Way Contract with temporary construction easement, and a perpetual, non-exclusive roadway easement, each in a form approved by District's legal counsel, the easement to be recorded in the Official Records of Contra Costa County.

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The foregoing Resolution was duly and regularly adopted at a meeting held on the 17<sup>th</sup> day of March 2021, by the Board of Directors of the Contra Costa Water District by the following vote:

AYES: Holdaway, Burgh, Avila, Borba, Martinez


NOES:

ABSTAIN:

ABSENT:

  
\_\_\_\_\_  
Lisa M. Borba, President

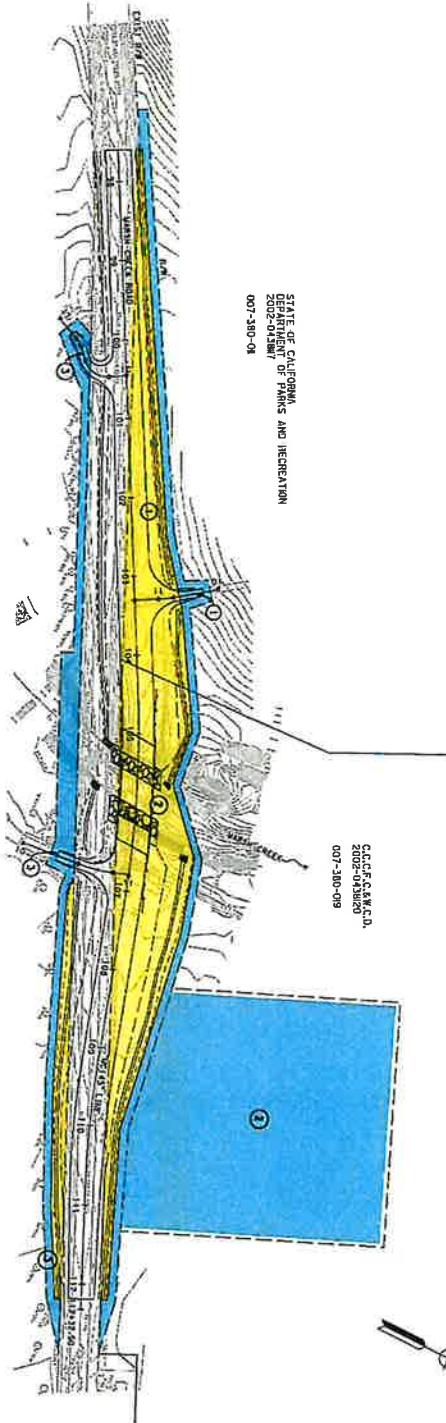
ATTEST:

  
\_\_\_\_\_  
Mary A. Neher, District Secretary

PREPARED FOR THE COUNTY OF CONTRA COSTA - DEPARTMENT OF PUBLIC WORKS

DESIGNED BY	REVISOR
CHECKED BY	DATE REVISOR

- LEGEND**
- TEMPORARY CONSTRUCTION EASEMENT (TCE)
  - PERMANENT RIGHT-OF-WAY ACQUISITION
  - PRIVATE PROPERTY BOUNDARY



PARCEL NO.	OWNER	RIGHT-OF-WAY (ACRES)	TCE (ACRES)
1	STATE OF CALIFORNIA DEPARTMENT OF PARKS AND RECREATION	0.65	0.20
2	C.C.C.F.C. & W.C.D.	1.03	2.38
3	C.C.W.D.	0.17	0.43

C.C.C.F.C. & W.C.D.  
58-1028936  
007-160-04

STATE OF CALIFORNIA  
DEPARTMENT OF PARKS AND RECREATION  
007-380-08

C.C.C.F.C. & W.C.D.  
2002-0438020  
007-310-09

DATE	COUNTY	PROJECT	PROJECT NUMBER
01/20/20	CONTRA COSTA	BRIDGE 148	00000000001

DESIGNED BY: [REDACTED]

CHECKED BY: [REDACTED]

SCALE: 1"=40'

UNIT: 0000

PROJECT NUMBER & PHASE

00000000001

<b>BRIDGE 148</b>	
<b>MARSH CREEK ROAD BRIDGES REPLACEMENT PROJECT</b>	
DATE: 01-20-20	RIGHT-OF-WAY EXHIBIT

DATE PLOTTED: 01-20-20

RECORDING REQUESTED BY  
Contra Costa County  
Public Works Department

WHEN RECORDED MAIL TO:

Contra Costa County  
Public Works Department  
Real Estate Division  
255 Glacier Drive  
Martinez, CA 94553  
Attn: Olivia Reynolds-Freeman

Mail Tax Statements To:  
Contra Costa Water District  
C/o Real Property Management  
P.O. Box H20  
Concord, CA 94524

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## ROADWAY EASEMENT DEED

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**EXEMPT FROM RECORDING FEES PURSUANT TO GOV'T. CODE SECTION 27383 AND DOCUMENTARY TRANSFER TAX PURSUANT TO REVENUE AND TAXATION CODE SECTION 11922.**

Portion of A.P.N. 007-160-014

**THIS INDENTURE**, made by and between CONTRA COSTA WATER DISTRICT, a California special district, hereinafter called the GRANTOR, and CONTRA COSTA COUNTY, a political subdivision of the State of California, hereinafter called the GRANTEE.

That the GRANTOR, for value received, hereby grants to GRANTEE and its successors and assigns a perpetual, non-exclusive easement and right of way for roadway purposes and facilities incidental thereto upon, in, under, along, and across GRANTOR's certain real property situated in the unincorporated area of the County of Contra Costa, State of California, described as follows:

**FOR DESCRIPTION SEE EXHIBITS "A" and "A-1" ATTACHED HERETO AND MADE A PART HEREOF**

To the extent permitted by law, GRANTEE shall indemnify, defend, and hold harmless GRANTOR, its directors, officers, agents, and employees from and against any and all loss, liability, expense, claims, costs, suits, and damages, including attorneys' fees, (collectively, "Liabilities") arising out of GRANTEE'S operation or performance under the easements to be transferred pursuant to this agreement, including all costs, claims and damages (including property and personal injury) arising out of any hazardous substances or hazardous wastes (including petroleum) to the extent GRANTEE releases said hazardous substances or hazardous wastes within the easement area as a direct result of GRANTEE'S activities within the easement area (except for such hazardous substances or wastes as are determined to have been placed within the easement areas by GRANTOR prior to being uncovered or released by GRANTEE'S activities within the easement areas). GRANTEE shall be responsible for and reimburse GRANTOR for any damage to or loss of GRANTOR'S facilities, including, but not limited to, any damage or loss due to corrosion of GRANTOR'S pipelines and appurtenant facilities, present or future, directly or substantially contributed to or caused by GRANTEE'S use of the easement area. However, notwithstanding anything to the contrary herein, GRANTEE

shall have no obligation to indemnify, defend, and hold harmless GRANTOR, its directors, officers, agents, and employees from any Liabilities arising out of the sole negligence or sole willful misconduct of GRANTOR, its directors, officers, agents, or employees. Notwithstanding anything to the contrary herein, nothing herein is intended to waive or release GRANTEE's right to contribution from GRANTOR for any environmental liabilities under state or federal laws and regulations.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

Dated \_\_\_\_\_, 2021.

CONTRA COSTA COUNTY, a political  
Subdivision of the State of California

CONTRA COSTA WATER DISTRICT  
a California Special District


\_\_\_\_\_  
Diane Burges  
Chair, Board of Supervisors

  
\_\_\_\_\_  
Stephen J. Welch  
General Manager

**ATTACH APPROPRIATE ACKNOWLEDGMENT**

ORF:dw  
G:\realprop\Marsh Creek Road Bridge Replacement (143&145)\CCWD\EA.27 Roadway Easement-CCWD .Final 5.5.21.doc  
03/30/11

APPROVED AS TO FORM



DISTRICT LEGAL COUNSEL



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

State of California )  
County of Contra Costa )  
On 05-19-2021 before me, Mary A. Neher, Notary Public  
Date Here Insert Name and Title of the Officer  
personally appeared Stephen J. Welch  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Mary A Neher  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: Roadway Easement Deed

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

Signer(s) Other Than Named Above: \_\_\_\_\_

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

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

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

Signer Is Representing: \_\_\_\_\_

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

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

Signer Is Representing: \_\_\_\_\_



Marsh Creek Road (Road No. 3971A)  
Contra Costa Water District  
Portion of APN 007-160-014  
Drawing No. RW-3971A-2020A

**EXHIBIT "A"**

Real property in an unincorporated area of the County of Contra Costa, State of California, being a portion of that part of Rancho Los Meganos within Township 1 South, Range 2 East, Mount Diablo Meridian, also being a portion of the property described in Exhibit D in the Final Order of Condemnation to Contra Costa Water District (CCWD), recorded September 10, 1998 in Recorder's Series number 1998-0218936, Contra Costa County records, described as follows:

**Parcel 3 – Road Easement**

Commencing at the northeast corner of said CCWD property (1998-0218936), being a point on the southerly right of way line of Marsh Creek Road; thence along said right of way line south 63°15'53" west 615.25 feet; thence south 65°00'23" west 421.49 feet to the Point of Beginning; thence from said Point of Beginning, leaving said right of way line south 50°39'56" west 20.10 feet; thence south 62°39'07" west 263.81 feet; thence south 67°28'24" west 310.61 feet; thence south 80°27'19" west 9.19 feet to said southerly right of way line; thence along said right of way line north 65°00'23" east 602.23 feet to the Point of Beginning.

Containing an area of 5,634 square feet of land, more or less.

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

Signature: James A. Stein

Licensed Land Surveyor  
Contra Costa County Public Works Department

Date: 9/17/2020



Marsh Creek Road (Road No. 3971A)  
Contra Costa Water District  
Portion of APN 007-160-014  
Drawing No. RW-3971A-2020A

**EXHIBIT "A-1"**

Real property in an unincorporated area of the County of Contra Costa, State of California, being a portion of that part of Rancho Los Meganos within Township 1 South, Range 2 East, Mount Diablo Meridian, also being a portion of the property described in Exhibit D in the Final Order of Condemnation to Contra Costa Water District (CCWD), recorded September 10, 1998 in Recorder's Series number 1998-0218936, Contra Costa County records, described as follows:

**Parcel 4 – Road Easement**

Commencing at the northeast corner of said CCWD property (1998-0218936), being a point on the southerly right of way line of Marsh Creek Road; thence along said right of way line and the northerly line of said CCWD property south  $63^{\circ}15'53''$  west 615.25 feet; thence south  $65^{\circ}00'23''$  west 1050.73 feet; thence leaving said northerly CCWD line and along the southerly right of way line of Marsh Creek Road as described in the deed to Contra Costa County recorded December 28, 1936 in Book 424 of Official Records at Page 244, south  $65^{\circ}00'23''$  west 68.71 feet to the Point of Beginning; thence from said Point of Beginning, leaving said right of way line south  $24^{\circ}59'37''$  east 5.00 feet; thence south  $56^{\circ}57'03''$  west 107.04 feet; thence south  $65^{\circ}00'23''$  west 31.46 feet; thence north  $24^{\circ}59'37''$  west 20.00 feet to said southerly right of way line; thence along said right of way line north  $65^{\circ}00'23''$  east 137.45 feet to the Point of Beginning.

Containing an area of 1,954 square feet of land, more or less.


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

Signature: James A. Stein

Licensed Land Surveyor  
Contra Costa County Public Works Department

Date: 9/17/2020



  
Mary A. Neher, District Secretary  
Contra Costa Water District

**RESOLUTION NO. 21-004**

**A RESOLUTION AUTHORIZING EXECUTION OF A NON-EXCLUSIVE  
PERPETUAL ROADWAY EASEMENT, TEMPORARY CONSTRUCTION EASEMENT,  
AND A RIGHT OF WAY CONTRACT WITH CONTRA COSTA COUNTY  
AT MARSH CREEK ROAD IN BRENTWOOD**

WHEREAS, the Contra Costa Water District (District) owns certain real property in the unincorporated Contra Costa County the for Los Vaqueros watershed; and

WHEREAS, Contra Costa County (County) has requested that District grant a non-exclusive perpetual roadway easement and temporary construction easement to the County for the replacement of a bridge at Marsh Creek Road as depicted in the Exhibit attached hereto; and

NOW, THEREFORE BE IT RESOLVED by the Board of Directors of the Contra Costa Water District, that the General Manager, or his designee, is hereby authorized to execute for and on behalf of the District, a Right of Way Contract with temporary construction easement, and a perpetual, non-exclusive roadway easement, each in a form approved by District's legal counsel, the easement to be recorded in the Official Records of Contra Costa County.

\*\*\*\*\*

The foregoing Resolution was duly and regularly adopted at a meeting held on the 17<sup>th</sup> day of March 2021, by the Board of Directors of the Contra Costa Water District by the following vote:

AYES: Holdaway, Burgh, Avila, Borba, Martinez


NOES:

ABSTAIN:

ABSENT:

  
\_\_\_\_\_  
Lisa M. Borba, President

ATTEST:

  
\_\_\_\_\_  
Mary A. Neher, District Secretary

PREPARED FOR THE COUNTY OF CONTRA COSTA - DEPARTMENT OF PUBLIC WORKS

CHECKED BY	REVISOR	DATE REVISION	REVISION

REVISION LAST REVISED 9/7/2010

SCALE: 1"=40'

RELATIVE BRIDGE SCALE

UNIT: 0000

PROJECT NUMBER & PHASE

00000000001

DATE PLOTTED: 01-20-20

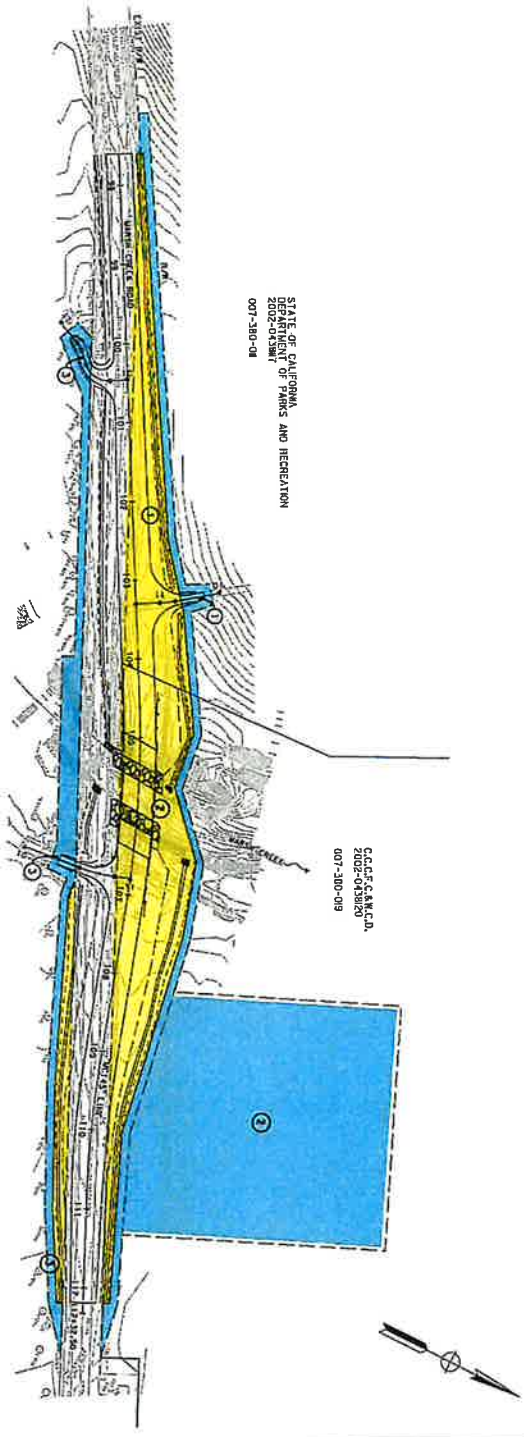
RIGHT-OF-WAY EXHIBIT

PANEL NO.	OWNER	RIGHT-OF-WAY (ACRES)	TCE (ACRES)
1	STATE OF CALIFORNIA DEPARTMENT OF PARKS AND RECREATION	3002-0438117 0.65	0.20
2	STATE OF CALIFORNIA CALIFORNIA HIGHWAY PAC	3002-0438118 1.03	2.38
3	STATE OF CALIFORNIA CALIFORNIA HIGHWAY PAC	3002-0438119 0.17	0.43

STATE OF CALIFORNIA  
DEPARTMENT OF PARKS AND RECREATION  
3002-0438117  
0.65 ACRES

STATE OF CALIFORNIA  
DEPARTMENT OF PARKS AND RECREATION  
3002-0438118  
1.03 ACRES

STATE OF CALIFORNIA  
DEPARTMENT OF PARKS AND RECREATION  
3002-0438119  
0.17 ACRES



**LEGEND**

- TEMPERARY CONSTRUCTION EASEMENT (TCE)
- PERMANENT RIGHT-OF-WAY ACQUISITION
- PRIVATE PROPERTY BOUNDARY

OWNER	COUNTY	ROUTE	LOCAL PROJECT
CONTRA COSTA COUNTY PUBLIC WORKS	CONTRA COSTA COUNTY PUBLIC WORKS		
ADDRESS	ADDRESS	ADDRESS	ADDRESS
2415 NINTON PARK DR. STE 600	2415 NINTON PARK DR. STE 600		
SACRAMENTO, CA 95833	SACRAMENTO, CA 95833		

SCALE: 1"=40'

**BRIDGE 145**  
**MARSH CREEK ROAD BRIDGES**  
**REPLACEMENT PROJECT**

DATE: 01-20-20

RIGHT-OF-WAY EXHIBIT

DATE PLOTTED: 01-20-20

RIGHT-OF-WAY EXHIBIT



Contra  
Costa  
County

To: Board of Supervisors  
From: Brian M. Balbas, Public Works Director/Chief Engineer  
Date: August 10, 2021

Subject: Approve the Parcel Map for minor subdivision MS19-00008, San Ramon area.

---

**RECOMMENDATION(S):**

ADOPT Resolution No. 2021/247 approving the Parcel Map for minor subdivision MS19-00008, for a project being developed by The Duane and Cathy Dohse Living Trust, as recommended by the Public Works Director, San Ramon area. (District II)

**FISCAL IMPACT:**

No fiscal impact.

**BACKGROUND:**

The Public Works Department has reviewed the conditions of approval for minor subdivision MS19-00008 and has determined that all conditions of approval for Parcel Map approval have been satisfied.

**CONSEQUENCE OF NEGATIVE ACTION:**

The Parcel Map will not be approved and recorded.

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

Action of Board On: **08/10/2021**  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: August 10, 2021

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

Contact: Randolph Sanders (925) 313-2111

By: Stacey M. Boyd, Deputy

AGENDA ATTACHMENTS

Resolution No. 2021/247

Parcel Map Subdivision

MS19-00008

Tax Letter and Subdivision Tax

Bond

MINUTES ATTACHMENTS

Signed: Resolution No. 2021/247

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

Adopted this Resolution on 08/10/2021 by the following vote:

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



**Resolution No. 2021/247**

IN THE MATTER OF approving the Parcel Map for minor subdivision MS19-00008, for a project being developed by The Duane and Cathy Dohse Living Trust, as recommended by the Public Works Director, San Ramon area. (District II)

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

The Parcel Map of minor subdivision MS19-00008, property located in the San Ramon area, Supervisorial District II, said map having been certified by the proper officials.

Said document was accompanied by:

1. Letter from the County Tax Collector stating that there are no unpaid County taxes heretofore levied on the property included in said map and that the 2020-2021 tax lien has been paid in full and the 2021-2022 tax lien, which became a lien on the first day of January 2021, is estimated to be \$20,430.00.
2. Security to guarantee the payment of taxes, as required by Title 9 of the County Ordinance Code, in the form of a surety bond, No.604-101371-4, issued by United States Fire Insurance Company, with The Duane and Cathy Dohse Living Trust as principal, in the amount: \$20,430.00, guaranteeing the payment of the estimated tax.

NOW, THEREFORE, BE IT RESOLVED:

1. That said subdivision, together with the provisions for its design and improvement, is DETERMINED to be consistent with the County's general and specific plans.
2. That said Parcel map is APPROVED.

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

**ATTESTED: August 10, 2021**

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

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

By: Stacey M. Boyd, Deputy

**cc:** Larry Gossett- Engineering Services, Randolf Sanders- Engineering Services, Joshua Laranang- Engineering Services, Cinda Tovar- Design & Construction, Adrian Veliz - DCD, The Duane and Cathy Dohse Living Trust, United States Fire Insurance Company, Old Republic Title Company, T-06/10/2022

**OWNER'S STATEMENT**

THE UNDERSIGNED, BEING THE ONLY PARTY HAVING RECORD TITLE INTERESTS, BEING DESIGNATED AND FABRICATED WITHIN THE HEAVY BLACK BOUNDARY LINES UPON THIS MAP, DOES HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THE SAME.

THE AREAS DESIGNATED AS "P.A.U.E.", PRIVATE ACCESS & UTILITY EASEMENT ARE SUBJECT TO DOMINANT AND SERVIENT TENEMENTS AS SET FORTH ON THE ATTACHED MAP. THE GENERAL PUBLIC EASEMENTS ARE NOT DEDICATED FOR USE BY THE GENERAL PUBLIC BUT ARE LIMITED TO ACCESS, RECREATION, UTILITIES, DRAINAGE AND INGRESS AND EGRESS. THE DOMINANT TENEMENT IS RESPONSIBLE FOR MAINTENANCE OF ALL PRIVATE FACILITIES APPURTENANT TO ITS USE AND ENDORSEMENT.

THE AREAS DESIGNATED AS "P.W.L.E.", PRIVATE WATER LINE EASEMENT ARE PRIVATE WATER LINE EASEMENTS IN FAVOR OF THE DONSE PRIVATE WATER SYSTEM. SAID EASEMENTS WILL BE CONVEYED BY A SEPARATE INSTRUMENT AT TIME OF FILING OF THIS MAP. DOCUMENT NUMBER 2021-\_\_\_\_\_

PARCELS "A", "B" AND "THE REMAINDER PARCEL" OF MS 19-0008 SHALL BE SUBJECT TO THE TERMS AND CONDITIONS AS SPECIFIED WITHIN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED APRIL 12, 1985 IN BOOK 12268 OF OFFICIAL RECORDS AT PAGE 135, RECORDER SERIES NUMBER 68-45701.

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

BY: Duane W. Donse  
TRUSTEE OF THE DUANE AND CATHY DONSE LIVING TRUST

DATE: 8 April 2021

**OWNER'S ACKNOWLEDGEMENT**

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

STATE OF CALIFORNIA  
COUNTY OF CONTRA COSTA  
ON April 8 2021, BEFORE ME, DeJanna Hawkins, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED

Duane W. Donse WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS/ARE SUBSCRIBED TO THE FOREGOING STATEMENT 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 STATEMENT THE PERSON(S) OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE STATEMENT.

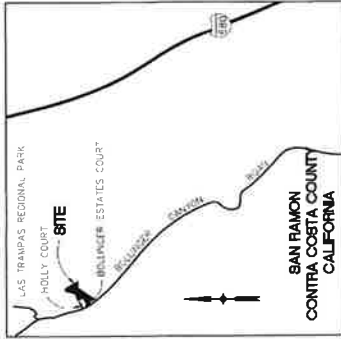
I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND  
SIGNATURE: [Signature]  
PRINT NAME: DeJanna Hawkins  
MY COMMISSION NUMBER: 2316493  
MY COMMISSION EXPIRES: 12/24/2023  
PRINCIPAL COUNTY OF BUSINESS: Contra Costa

**PARCEL MAP**  
**SUBDIVISION MS 19-0008**

BEING A SUBDIVISION OF A PORTION OF PARCEL "A" OF MINOR SUBDIVISION MS 53-81 FILED MARCH 28, 1985 IN BOOK 115 OF PARCEL MAPS AT PAGE 14, CONTRA COSTA COUNTY - CALIFORNIA

Planners - Engineers - Surveyors  
2655 Stonewall Drive, Suite 105  
Concord CA 94520  
Phone: (925) 674-9279  
Fax: (925) 674-9279  
**MILANI & Associates**  
APRIL 2021



**VICINITY MAP**  
**NOT TO SCALE**

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

I, MONICA NIINO, CLERK OF THE BOARD OF SUPERVISORS AND COUNTY ADMINISTRATOR OF THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, DO HEREBY CERTIFY THAT THE ABOVE AND FOREGOING MAP ENTITLED "PARCEL MAP SUBDIVISION MS 19-0008" WAS PRESENTED TO THE SAID BOARD OF SUPERVISORS AS PROVIDED BY LAW AT A REGULAR MEETING HELD ON THE \_\_\_\_\_ THEREUPON AS RESOLUTION DULY PASSED AND ADOPTED AT SAID MEETING, APPROVE SAID MAP AND DID ACCEPT SUBJECT TO INSTALLATION AND ACCEPTANCE OF IMPROVEMENTS ON BEHALF OF THE PUBLIC ALL OF THE STREETS, ROADS, AVENUES OR EASEMENTS SHOWN THEREON AS DEDICATED TO PUBLIC USE.

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

IN WITNESS WHEREOF, I HAVE HERETO SET MY HAND THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2021.

MONICA NIINO  
CLERK OF THE BOARD OF SUPERVISORS  
AND COUNTY ADMINISTRATOR

BY: \_\_\_\_\_  
DEPUTY CLERK

**COUNTY RECORDER'S STATEMENT**

THE MAP ENTITLED "PARCEL MAP SUBDIVISION MS19-0008" IS HEREBY ACCEPTED FOR RECORDATION SHOWING A CLEAR TITLE AS PER THE LETTER OF TITLE MADE BY OLD REPUBLIC TITLE COMPANY DATED THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2021, AND AFTER EXAMINING THE SAME, I DEEM THAT SAID MAP COMBLES WITH THE REQUIREMENTS OF THE PROVISIONS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES GOVERNING THE FILING OF SUBDIVISION MAPS.

FILED AT THE REQUEST OF OLD REPUBLIC TITLE COMPANY AT \_\_\_\_\_ M. ON THIS \_\_\_\_\_ MAPS AT PAGES \_\_\_\_\_ 2021, IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA.

DEBORAH COOPER  
COUNTY RECORDER IN AND FOR  
THE COUNTY OF CONTRA COSTA,  
STATE OF CALIFORNIA

BY: \_\_\_\_\_  
DEPUTY COUNTY RECORDER

DATE: 06/23/2021 BY: Alyssa Pickett  
TITLE: DEPUTY DIRECTOR

**SURVEYOR'S STATEMENT**

I, MICHAEL E. MILANI, DO HEREBY STATE THAT I AM A LICENSED LAND SURVEYOR IN THE STATE OF CALIFORNIA, THAT THE SUBDIVISION SHOWN ON THIS MAP, WAS PREPARED BY ME OR UNDER MY DIRECTION DURING THE MONTH OF JANUARY 2015 IN ACCORDANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES AND THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN.

Michael E. Milani DATE: 4-22-21  
MILANI & ASSOCIATES  
MICHAEL E. MILANI, LS 5311  
EXP. 12-31-2021



**COUNTY SURVEYOR'S STATEMENT**

THIS MAP WAS EXAMINED BY ME AND IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY PLEASING PROPOSED APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH, AND I AM SATISFIED THAT THE SAME IS TECHNICALLY CORRECT.

BY: JAMES A. STEIN DATE: \_\_\_\_\_  
COUNTY SURVEYOR  
LS 6571

**NOTES:**

- 1. FOR 2002-2020 THE FOLLOWING EXCEPTION IS APPLICABLE TO PARCEL A OF MS 53-81 (115 PM 14):  
THE RIGHTS RESERVED IN THE DEED FROM BENO CORPORATION, A CORPORATION TO EUGENE D. WACHNIR, ET US, RECORDED OCTOBER 9, 1982, IN BOOK 4219 OF OFFICIAL RECORDS, AT PAGE 175, REC'D AS FOLLOWS:  
"RESERVING THEREFROM ONE THIRD OF ALL OILS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER OR THAT MAY BE PRODUCED FROM A DEPTH BELOW 50 FEET OF THE SURFACE OF SAID LAND, WITH RIGHT OF ENTRY UPON THE SURFACE OF SAID LAND FOR THE PURPOSE OF MINING OR EXTRACTING SUCH OILS AND OTHER HYDROCARBON SUBSTANCES OR OTHER USE."



# PARCEL MAP

## SUBDIVISION MS 19-0008

BEING A SUBDIVISION OF A PORTION OF PARCEL "A" OF MINOR SUBDIVISION MS 53-81 FILED MARCH 28, 1985 IN BOOK 115 OF PARCEL MAPS AT PAGE 14, CONTRA COSTA COUNTY - CALIFORNIA

Pioneers - Engineers - Surveyors  
2655 Stenwell Drive, Suite 105  
Concord, CA 94520  
Phone: (925) 674-4952  
Fax: (925) 674-9279



APRIL 2021

### BENEFICIARY'S STATEMENT

THE UNDERSIGNED, AS BENEFICIARY UNDER THE TRUST RECORDED MARCH 10, 2021, INSTRUMENT NUMBER 2021-0227218, CONTRA COSTA COUNTY OFFICIAL RECORDS, DOES HEREBY JOIN IN AND CONSENT TO THE EXECUTION OF THE FOREGOING OWNER'S STATEMENT AND TO THE PREPARATION AND RECORDATION OF THIS MAP AND ALL DEEDING AND DEDICATIONS THEREON.

BY: SELECT PORTFOLIO SERVICES, INC. AS ATTORNEY IN FACT FOR TOND POINT MORTGAGE TRUST 2019-S43, U.S. BANK NATIONAL ASSOCIATION, AS INVESTOR/ TRUSTEE

BY: [Signature]  
NAME: RAMI GHANMIREZIAN TITLE: VP Investments

### BENEFICIARY'S ACKNOWLEDGEMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE HEREBY DECLARES UNDER PENALTY OF PERJURY THAT HE OR SHE IS A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED

STATE OF Utah  
COUNTY OF Salt Lake  
ON March 11, 2021, BEFORE ME, Trevor Spencer, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED

Rami Ghanmirezian, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE FOREGOING STATEMENT AND WHOSE SIGNATURE(S) IS/ARE THAT HE/SHE/THEY EXECUTED THE SAME, HAS/HAZ HEREIN AUTHORIZED CAPACITY/IES AND THAT BY THE EXECUTION OF THIS STATEMENT, THE PERSON(S) OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE STATEMENT.

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

WITNESS MY HAND

SIGNATURE: [Signature]

PRINT NAME: Trevor Spencer

MY COMMISSION NUMBER: 703403

MY COMMISSION EXPIRES: 11/20/2022

PRINCIPAL COUNTY OF BUSINESS: Salt Lake



PURSUANT TO SECTION 6642S (8) OF THE SUBDIVISION MAP ACT THE FOLLOWING EASEMENT ARE NOTED AS BEING NOT DERIVED OF RECORD AND ARE NOT PLOTTABLE.

### NON PLOTTABLE EASEMENT SCHEDULE

- EASEMENT FOR POLES AND AERIAL WIRES AND CABLES TOGETHER WITH THE RIGHT TO TRIM TREES ALONG SAID WIRES AND CABLES IN FAVOR OF PACIFIC GAS AND ELECTRIC AND PACIFIC TELEPHONE AND TELEGRAPH COMPANY PER 2143 OR 11. THE EXACT LOCATION AND EXTENT OF SAID EASEMENT IS NOT DISCLOSED OF RECORD.
- EASEMENT FOR POLES AND AERIAL WIRES AND CABLES TOGETHER WITH THE RIGHT TO TRIM TREES ALONG SAID WIRES AND CABLES IN FAVOR OF PACIFIC TELEPHONE AND TELEGRAPH COMPANY PER 2143 OR 21. THE EXACT LOCATION AND EXTENT OF SAID EASEMENT IS NOT DISCLOSED OF RECORD.
- PRIVATE DRAINAGE EASEMENT IN FAVOR OF THE OWNERS OF PARCELS 8, 9, 10 AND 11 OF SUBDIVISION MS 83-87 AS DISCLOSED BY 12289 OR 130. THE EXACT LOCATION AND EXTENT OF SAID EASEMENT IS NOT DISCLOSED OF RECORD.
- EASEMENT FOR INGRESS AND EGRESS FOR TESTING AND MAINTENANCE OF AN ALTERNATIVE SOLID WASTE DISPOSAL SYSTEM IN FAVOR OF CONTRA COSTA COUNTY PER INSTRUMENT NUMBER 98-004416. THE EXACT LOCATION AND EXTENT OF SAID EASEMENT IS NOT DISCLOSED OF RECORD.

# PARCEL MAP

## SUBDIVISION MS 19-0008

BEING A SUBDIVISION OF A PORTION OF PARCEL "A" OF MINOR SUBDIVISION MS 53-81 FILED MARCH 28, 1985 IN BOOK 115 OF PARCEL MAPS AT PAGE 14, CONTRA COSTA COUNTY - CALIFORNIA

Planners - Engineers - Surveyors  
2655 Stanwell Drive, Suite 105  
Concord, CA 94520  
Phone: (925) 674-9080  
Fax: (925) 674-9279  
**MILANI Associates**  
APRIL 2021

### BENEFICIARY'S STATEMENT

THE UNDERSIGNED, AS BENEFICIARY UNDER THE DEED OF TRUST RECORDED JULY 13, 2010, INSTRUMENT NUMBER 2010 - 138630, CONTRA COSTA COUNTY, CALIFORNIA, DOES HEREBY JOIN IN AND CONSENT TO THE EXECUTION OF THE FOREGOING OWNER'S STATEMENT AND TO THE PREPARATION AND RECORDATION OF THIS MAP AND ALL ORDERING AND DECLARATIONS THEREON.

MORTGAGE ELECTRONIC REGISTRATION SYSTEM INC., AS BENEFICIARY, AS NOMINEE FOR FLAGSTAR BANK, FSB, ITS SUCCESSORS AND OR ASSIGNS.

BY: *[Signature]*  
NAME: Colleen Barnatt  
TITLE: ASSISTANT SECRETARY  
BY: *[Signature]*  
NAME: Valencia Melcalf  
TITLE: Assistant Secretary

### BENEFICIARY'S ACKNOWLEDGEMENT

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

STATE OF TEXAS  
COUNTY OF DALLAS  
ON APRIL 30 2021, BEFORE ME, Valencia Melcalf, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED

Colleen Barnatt, ASSISTANT SECRETARY, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE FOREGOING STATEMENT 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 STATEMENT THE PERSON(S) OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE STATEMENT.

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

WITNESS MY HAND  
SIGNATURE: *[Signature]*  
PRINT NAME: Valencia Melcalf  
MY COMMISSION NUMBER: 13191110  
MY COMMISSION EXPIRES: MAR 07 2023  
PRINCIPAL COUNTY OF BUSINESS: DALLAS



# PARCEL MAP

## SUBDIVISION MS 19-0008

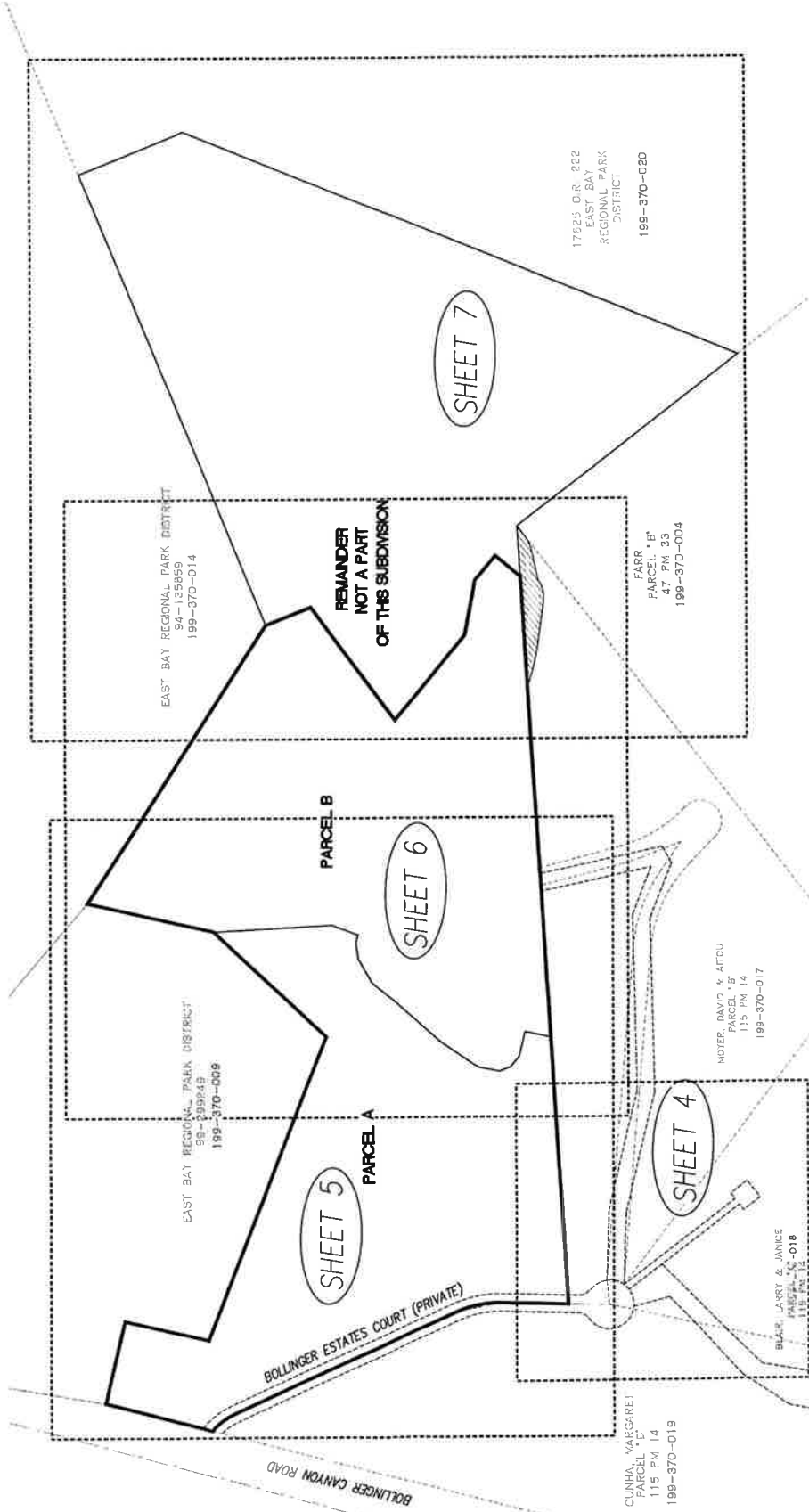
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Planners - Engineers - Surveyors  
**MILANI & ASSOCIATES**  
 2655 Stonewall Drive, Suite 105  
 Concord CA 94520  
 Phone: (925) 674-9052  
 Fax: (925) 674-9279

APRIL 2021

SCALE: 1"=100'

### INDEX MAP



# PARCEL MAP

## SUBDIVISION MS 19-0008

BEING A SUBDIVISION OF A PORTION OF PARCEL "A" OF MINOR SUBDIVISION MS 53-81 FILED MARCH 28, 1985 IN BOOK 115 OF PARCEL MAPS AT PAGE 14, CONTRA COSTA COUNTY - CALIFORNIA

Pioneers - Engineers - Surveyors  
& Associates  
2655 Stanwell Drive, Suite 105  
Concord CA 94520  
Phone: (925) 674-8082  
Fax: (925) 674-9275  
APRIL 2021



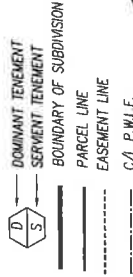
SCALE: 1"=100'

### BOUNDARY, MONUMENTATION & APPURTENANT EASEMENTS

TOTAL SUBDIVISION BOUNDARY 11.030 ACRES

#### LEGEND:

- P.W.L. PRIVATE WATER LINE EASEMENT
- SEARCHED FOR, NOT FOUND
- S.F. SQUARE FEET
- AC ACRES
- P.W.L.E. PRIVATE WATER LINE EASEMENT
- P.A.U.E. PRIVATE ACCESS AND UTILITY EASEMENT
- (T) TOTAL
- (R) RADIAL
- [1221.12] RECORD INFORMATION PER RECORD DOCUMENT
- ⊙ FOUND STANDARD COUNTY STREET MONUMENT
- (1) FOUND 3/4" IP WITH TAG RCE 22485 PER 115 PM 14
- (2) FOUND 3/4" RBR & CAP (B), LS 531 156 LSM 11
- SET 5/8" REBAR WITH PLASTIC CAP, LS 531



#### BASE OF BEARINGS

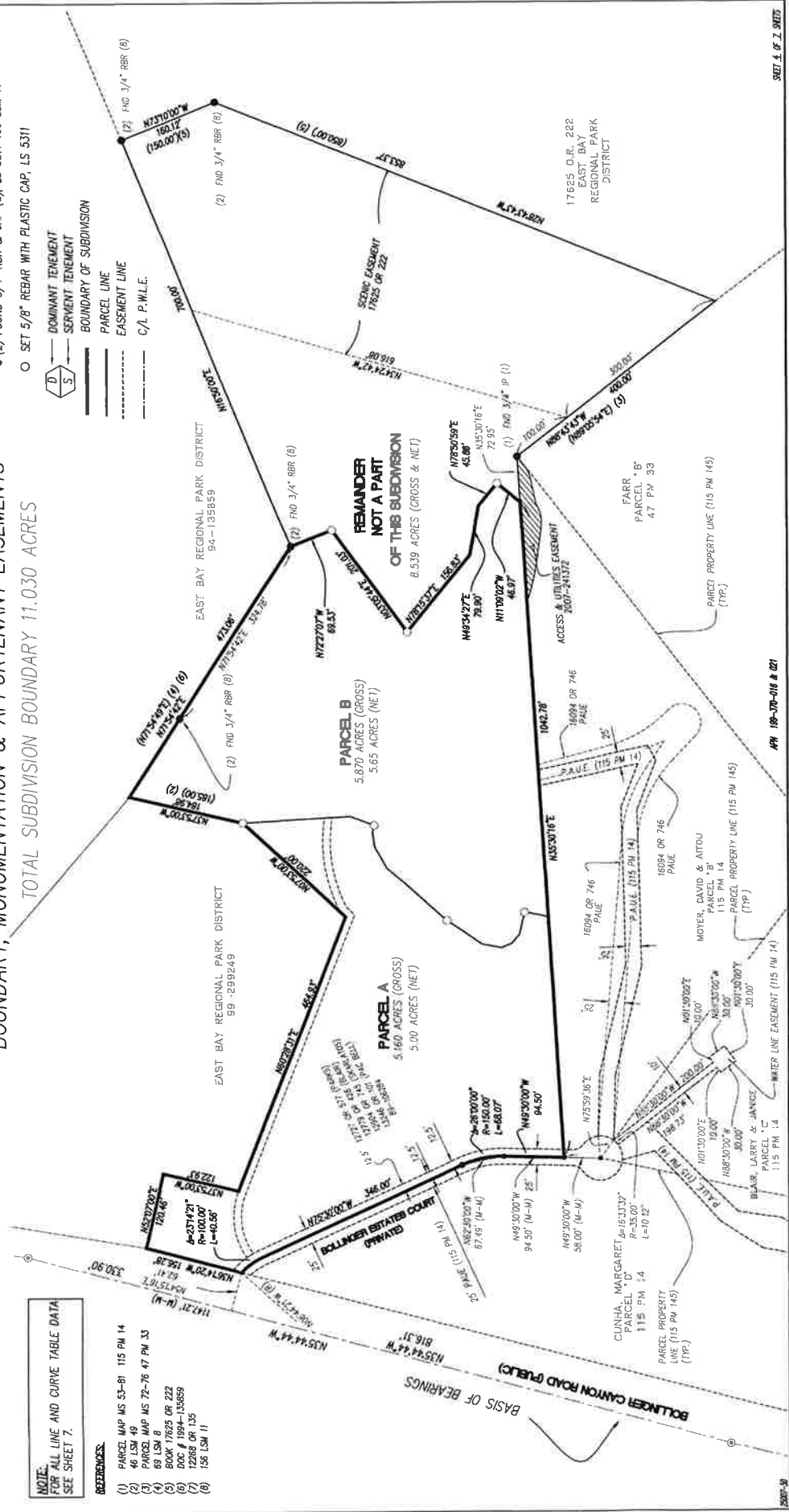
CALIFORNIA COORDINATE SYSTEM, ZONE 10, THE MONUMENT LINE OF BOLLINGER CANYON ROAD, BETWEEN TWO STANWELL COUNTY STREET MONUMENTS, BEARING N85°44' SUBDIVISION MS 53-81 FILED IN BOOK 115 OF PARCEL MAPS AT PAGE 14, CONTRA COSTA COUNTY RECORDS.



NOTE: FOR ALL LINE AND CURVE TABLE DATA SEE SHEET 7.

#### REFERENCES:

- (1) PARCEL MAP MS 53-81 115 PM 14
- (2) 46 LSM 49
- (3) PARCEL MAP MS 72-76 47 PM 33
- (4) 63 LSM 8
- (5) BOOK 17625 OR 222
- (6) DOC # 1984-133859
- (7) 12288 OR 135
- (8) 156 LSM 11



# PARCEL MAP

SUBDIVISION MS 19-0008

BEING A SUBDIVISION OF A PORTION OF PARCEL "A" OF MINOR SUBDIVISION MS 53-81 FILED MARCH 28, 1985, IN BOOK 115 OF PARCEL MAPS AT PAGE 14, CONTRA COSTA COUNTY - CALIFORNIA

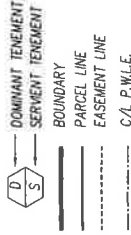
Planners - Engineers - Surveyors  
**MILANI & Associates**  
 2655 Stonewall Drive, Suite 105  
 Concord, CA 94520  
 Phone: (925) 674-9082  
 Fax: (925) 674-9279

APRIL 2021

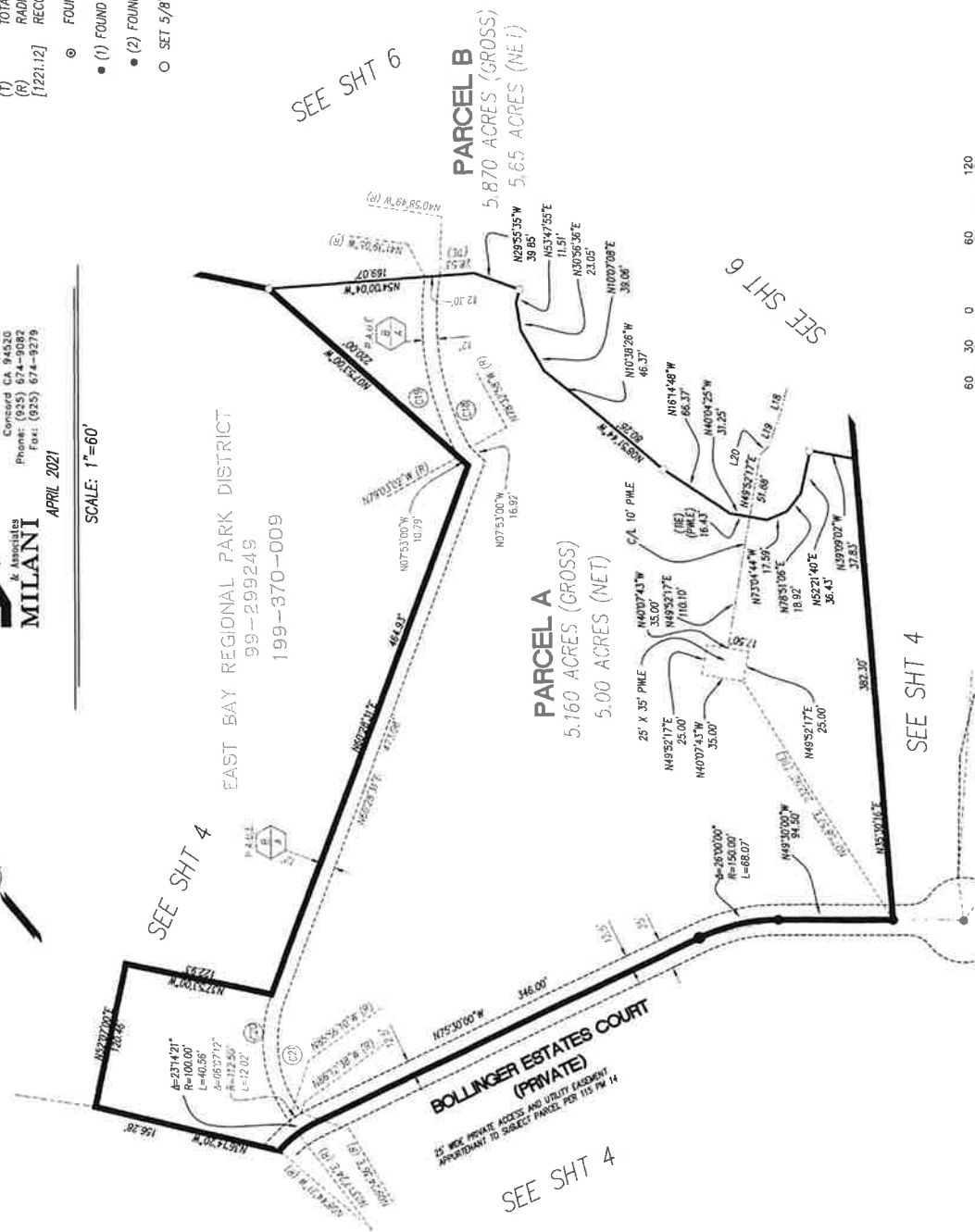
SCALE: 1"=60'

**LEGEND:**

- ◉ PRIVATE WATER LINE EASEMENT SEARCHED FOR, NOT FOUND
- SF SQUARE FEET
- AC ACRES
- ◉ PRIVATE WATER LINE EASEMENT
- P.A.U.E. PRIVATE ACCESS AND UTILITY EASEMENT
- (1) TOTAL
- (6) RADIAL
- [1221.12] RECORD INFORMATION PER RECORD DOCUMENT
- ◉ FOUND STANDARD COUNTY STREET MONUMENT
- (1) FOUND 3/4" IP WITH TAG RCE 22485 PER 115 PM 14
- (2) FOUND 3/4" RBR & CAP (8), LS 5.311-156 LSM 11
- SET 5/8" REBAR WITH PLASTIC CAP, LS 5.311



**NOTE:**  
 FOR ALL LINE AND CURVE TABLE DATA SEE SHEET 7.



SCALE: 1"=60'

APR 198-578-016 & 021

2000-56

SHEET 5 OF 7 SHEETS

# PARCEL MAP

## SUBDIVISION MS 19-0008

BECING A SUBDIVISION OF A PORTION OF PARCEL "A" OF MINOR SUBDIVISION MS 53-81 FILED MARCH 28, 1985 IN BOOK 115 OF PARCEL MAPS AT PAGE 14, CONTRA COSTA COUNTY - CALIFORNIA

Planners - Engineers - Surveyors  
**MILANI & ASSOCIATES**  
 2655 Stonwell Drive, Suite 105  
 Concord, CA 94520  
 Phone: (925) 674-9082  
 Fax: (925) 674-9279  
**APRIL 2021**

### LEGEND:

- P.W.L.E. PRIVATE WATER LINE EASEMENT
- S.F. SEARCHED FOR, NOT FOUND
- SF SQUARE FEET
- AC ACRES
- P.W.L.E. PRIVATE WATER LINE EASEMENT
- P.A.U.L.E. PRIVATE ACCESS AND UTILITY EASEMENT
- (1) TOTAL
- (2) RADIAL
- [1221.12] RECORD INFORMATION PER RECORD DOCUMENT

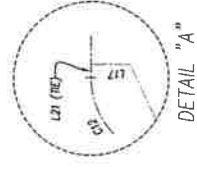
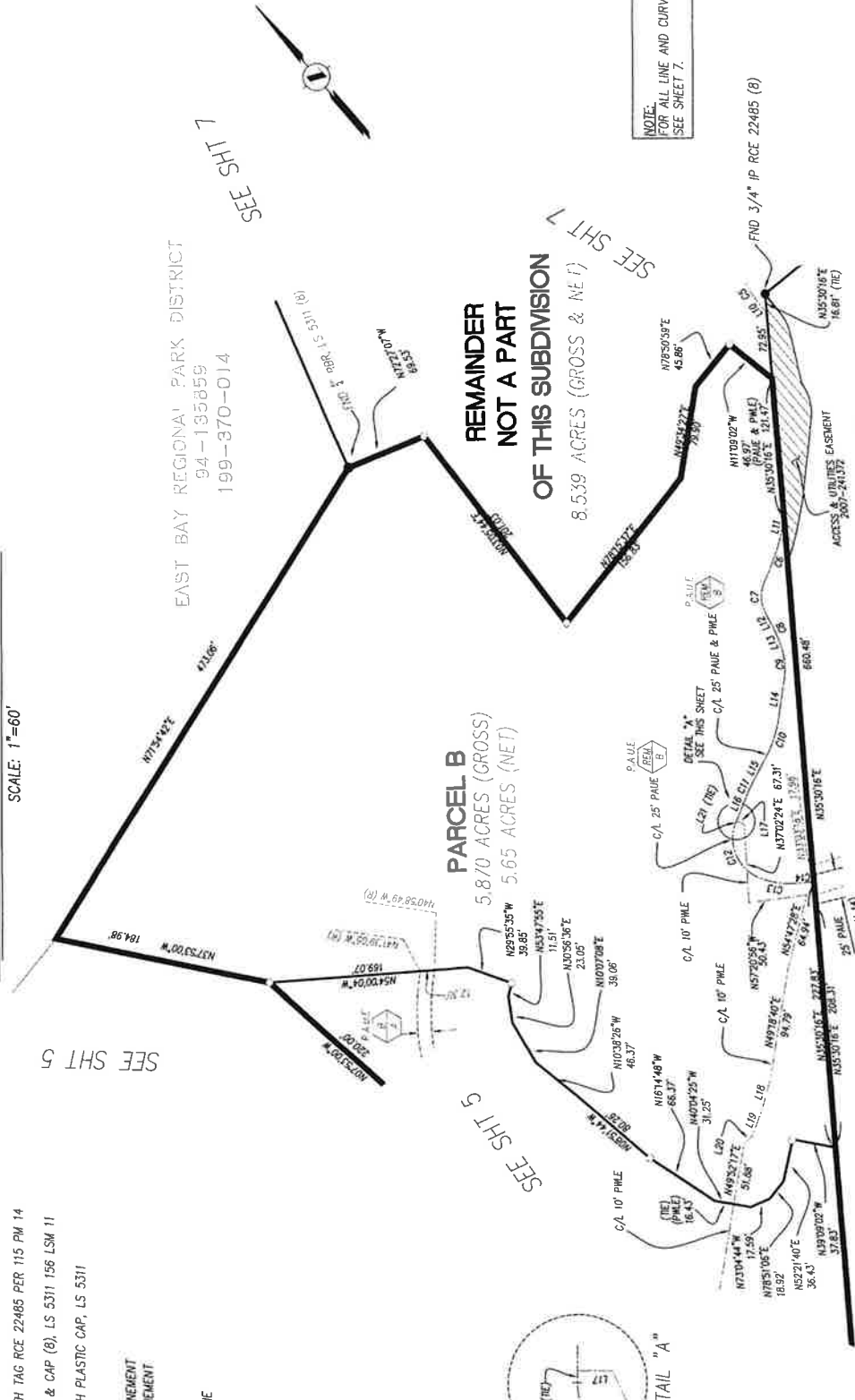
○ FOUND STANDARD COUNTY STREET MONUMENT

● (1) FOUND 3/4" IP WITH TAG RCE 22485 PER 115 PM 14

● (2) FOUND 3/4" RBR & CAP (8), LS 5311 156 LSM 11

○ SET 5/8" REBAR WITH PLASTIC CAP, LS 5311

- DOMINANT TENEMENT
- SERVIENT TENEMENT
- BOUNDARY
- PARCEL LINE
- EASEMENT LINE
- C/L P.W.L.E.



NOTE:  
 FOR ALL LINE AND CURVE TABLE DATA  
 SEE SHEET 7.



SCALE: 1"=60'

SHEET 6 OF 7 SHEETS

SEE SHT 4 PM 108-107-016 & 021

# PARCEL MAP

SUBDIVISION MS 19-0008

BEING A SUBDIVISION OF A PORTION OF PARCEL "A" OF MINOR SUBDIVISION MS 53-B1 FILED MARCH 28, 1985 IN BOOK 115 OF PARCEL MAPS AT PAGE 14. CONTRA COSTA COUNTY - CALIFORNIA

Planners - Engineers - Surveyors  
 2655 Stillwell Drive, Suite 205  
 San Francisco, CA 94132  
 Phone: (925) 674-9082  
 Fax: (925) 674-9279

**MILANI**  
 & Associates

APRIL 2021

SCALE: 1"=60'

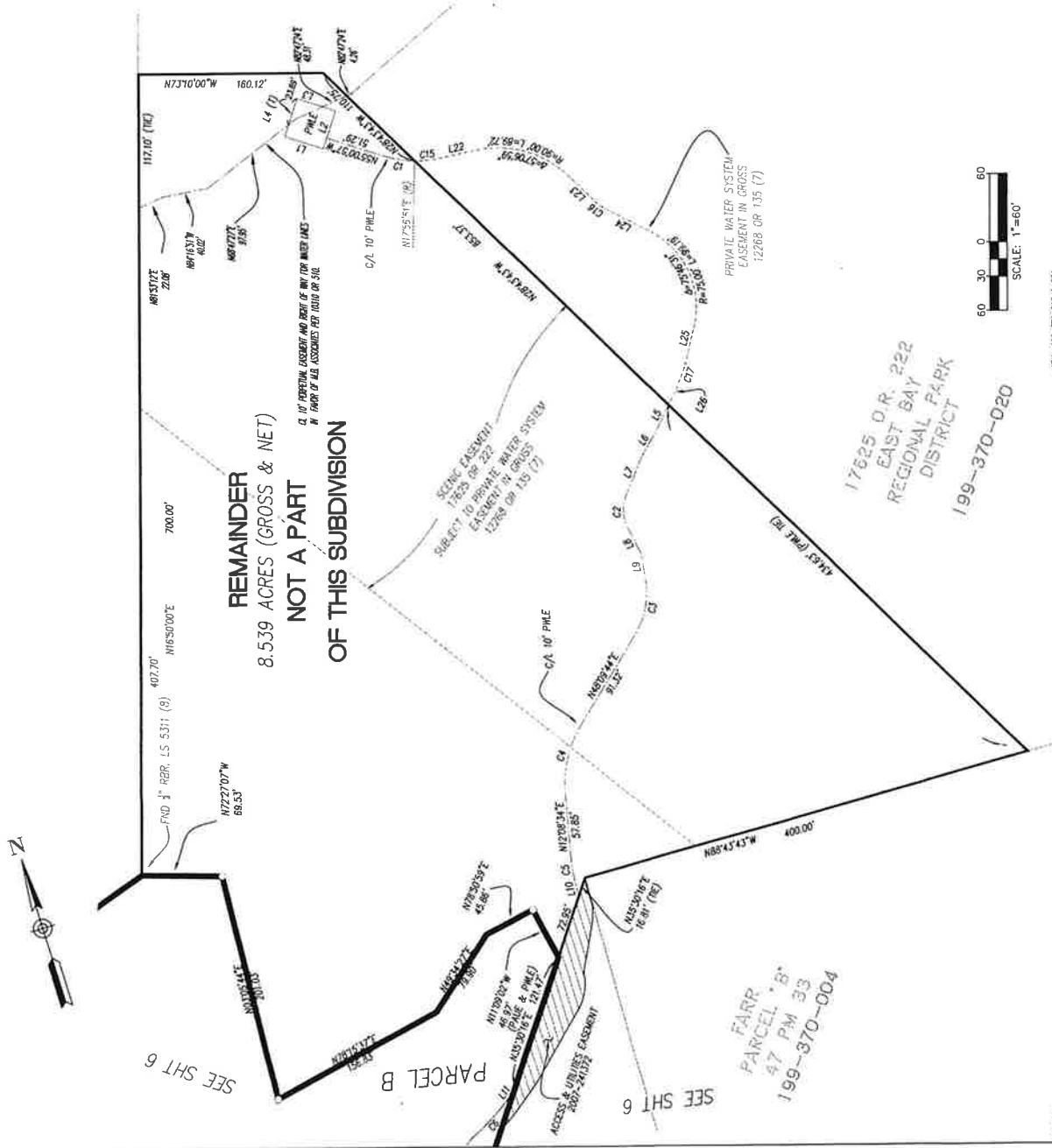
## LEGEND

- PIWLE PRIVATE WATER LINE EASEMENT
- SNF SEARCHED FOR, NOT FOUND
- SF SQUARE FEET
- AC ACRES
- P.W.L.E. PRIVATE WATER LINE EASEMENT
- P.A.U.E. PRIVATE ACCESS AND UTILITY EASEMENT
- TOTAL TOTAL
- (R) RADIAL
- [1221.12] RECORD INFORMATION PER RECORD DOCUMENT
- FOUND STANDARD COUNTY STREET MONUMENT
- (1) FOUND 3/4" IP WITH TAG ROE 22485 PER 115 PM 14
- (2) FOUND 3/4" RBR & CAP (8), LS 5311 156 LSM 11
- SET 5/8" REBAR WITH PLASTIC CAP, LS 5311



- DOMINANT TENEMENT
- SERVICIENT TENEMENT
- BOUNDARY
- PARCEL LINE
- EASEMENT LINE
- - - C/L P.W.L.E.

LINE TABLE		CURVE DATA TABLE		
NO.	BEARING	RADIUS	LENGTH	DELTA
L1	N45°03'39"W	35.00	35.00	17102.12
L2	N13°30'00"E	35.00	30.34	4940.03
L3	N45°03'39"W	35.00	70.00	50.86
L4	N44°52'03"E	35.00	100.00	62.87
L5	N42°13'25"E	24.47	100.00	17.04
L6	N47°06'59"E	24.33	70.00	50.54
L7	N49°02'57"E	37.37	37.00	30.06
L8	N12°30'06"W	23.93	60.00	8.97
L9	N05°30'55"E	22.26	60.00	30.06
L10	N02°22'38"E	15.47	60.00	30.06
L11	N01°17'49"E	4.15	60.00	30.06
L12	N01°25'55"E	12.06	60.00	30.06
L13	N02°58'24"E	8.36	60.00	30.06
L14	N02°14'11"E	32.84	30.00	56.54
L15	N01°17'49"E	27.68	250.00	17.40
L16	N01°17'49"E	27.68	30.00	9.23
L17	N02°01'53"W	7.68	30.00	22.50
L18	N45°02'51"E	28.26	33.93	12.57
L19	N60°59'34"E	23.01	224.62	147.29
L20	N45°02'51"E	9.95	236.62	154.45
L21	N61°57'07"E	1.90786	112.00	110.27
L22	N65°02'50"W	29.897	100.00	96.94
L23	N28°13'37"W	31.77	100.00	56.74
L24	N46°10'46"W	43.99	100.00	56.74
L25	N46°10'46"W	43.99	100.00	56.74
L26	N42°20'12"E	13.17	100.00	56.74



LINE & CURVE TABLES

SCALE: 1"=60'

1200455

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

# Contra Costa County

**Russell V. Watts**  
County Treasurer-Tax Collector

**Lulis Lopez**  
Assistant Tax Collector

**Danielle Goodbar**  
Tax Operations Supervisor



Date: 6/30/2021

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

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

<u>Tract / MS #</u>	<u>City</u>	<u>T.R.A.</u>
19-0008	San Ramon	66098 & 66021
Parcel #: 199-370-0166-8 199-370-021-8		

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

The 2020-2021 tax lien has been paid in full. Our estimate of the 2021-2022 tax lien, which became a Lien on the **1st day of January, 2021** is :

**\$20,430.00**

This tract is not subject to a 1915 Act Bond.

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

RUSSEL V. WATTS  
Treasurer-Tax Collector

By: *Danielle L Goodbar*



Bond No. 604-101371-4

Premium: \$153.00

SUBDIVISION TAX BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Duane W. Dohse, as Trustee of The Duane and Cathy Dohse Living Trust dated January 7, 2021  
(Principal)

d/b/a/ \_\_\_\_\_, as Principal and the United States Fire Insurance Company  
(Surety)

and existing under and by virtue of the laws of the State of Delaware

, as Surety, are held and firmly bound unto the COUNTY OF CONTRA COSTA

, State of California, in the penal sum of Twenty Thousand Four Hundred

Thirty and no/100ths (\$20,430.00 ) DOLLARS, lawful money of the

United States of America, for the payment of which sum well and

truly to be made, we bind ourselves, our heirs, executors, successors

and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that, WHEREAS,  
Duane W. Dohse, as Trustee of The Duane and Cathy Dohse

the said Living Trust dated January 7, 2021  
(Principal)

a tract of land representing a certain subdivision of real estate, .

Tr. 19-0008, San Ramon, T.R.A. 66098 & 66021

to wit: Parcel #199-370-016 & 199-370-021  
(Subdivision)

file a map thereof with the County Recorder of Contra Costa County.

AND WHEREAS, the Provisions of the State Law require that this bond be filed with the Board of Supervisors of Contra Costa County.

NOW, THEREFORE, if the said Principal shall pay, or cause to be paid, all taxes, and all special assessments collected like taxes, for the fiscal year 2021 - 2022 which at the time of filing said map, are a lien against such subdivision, or any part thereof, but not yet payable, then this obligation shall cease and be void, otherwise it shall remain in full force and effect.

IN WITNESS WHEREOF, said Principal and said Surety have hereunto set their hands and seals this 12th day of July, 2021.

Duane W. Dohse, as Trustee of The Duane and Cathy Dohse Living Trust dated 1/7/2021  
(Principal)

BY: \_\_\_\_\_

BY: \_\_\_\_\_

United States Fire Insurance Company  
(Surety)

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Natalie K. Trofimoli, Attorney-in-Fact

DATE: 07/22/21  
BOND REVIEWED AND APPROVED  
CONTRA COSTA COUNTY  
TREASURER - TAX COLLECTOR  
BY: Daniel L. Green

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**Civil Code § 1189**

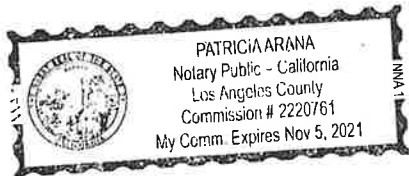
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

State of California )  
 ) ss  
County of Los Angeles )

On JUL 12 2021, before me, Patricia Arana, Notary Public, personally appeared Natalie K. Trofimoff, 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.



(Seal)

Signature:   
Patricia Arana, Notary Public

POWER OF ATTORNEY  
UNITED STATES FIRE INSURANCE COMPANY  
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

01687411321

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

*C.K. Nakamura, Noemi Quiroz, Maria Pena, Tim M. Tomko, Tiffany Coronado, Jessica Rosser, Natalie K. Trofimoff,  
Lisa L. Thornton, Patricia S. Arana*

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: **Seven Million, Five Hundred Thousand Dollars (\$7,500,000).**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 31, 2022.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 22<sup>nd</sup> day of August 2019.

UNITED STATES FIRE INSURANCE COMPANY



*A. R. Slimowicz*

Anthony R. Slimowicz, President

State of Pennsylvania }  
County of Philadelphia }

On this 22<sup>nd</sup> day of August 2019, before me, a Notary public of the State of Pennsylvania, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

Commonwealth of Pennsylvania – Notary Seal  
Tamara Watkins, Notary Public  
Philadelphia County  
My commission expires August 22, 2023  
Commission number 1348843

*Tamara Watkins*

Tamara Watkins

(Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the \_\_\_\_\_ day of \_\_\_\_\_ 20

UNITED STATES FIRE INSURANCE COMPANY

JUL 12 2021



*Al Wright*

Al Wright, Senior Vice President

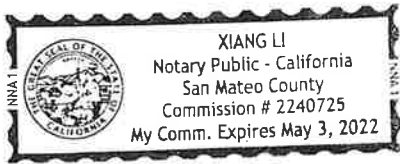
CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California }
County of Contra Costa }
On 7/14/2021 before me, Xiang Li, Notary Public.
Date Here Insert Name and Title of the Officer
personally appeared Duane W. Dohse
Name(s) of Signer(s)

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



Place Notary Seal and/or Stamp Above

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

WITNESS my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Subdivision Tax Bond

Document Date: 7/14/2021 Number of Pages: 3

Signer(s) Other Than Named Above: [checked]

Capacity(ies) Claimed by Signer(s)

Signer's Name: Duane W Dohse Signer's Name: [crossed out]

Corporate Officer - Title(s): [checkboxes]

Partner - Limited General [checkboxes]

Individual Attorney in Fact [checkboxes]

Trustee Guardian or Conservator [checkboxes]

Other: [checkboxes]

Signer is Representing: [checkboxes]

c.4

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

Adopted this Resolution on 08/10/2021 by the following vote:

**AYE:**  5 **John Gioia**  
**Candace Andersen**  
**Diane Burgis**  
**Karen Mitchoff**  
**Federal D. Glover**

**NO:**

**ABSENT:**

**ABSTAIN:**

**RECUSE:**



**Resolution No. 2021/247**

IN THE MATTER OF approving the Parcel Map for minor subdivision MS19-00008, for a project being developed by The Duane and Cathy Dohse Living Trust, as recommended by the Public Works Director, San Ramon area. (District II)

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

The Parcel Map of minor subdivision MS19-00008, property located in the San Ramon area, Supervisorial District II, said map having been certified by the proper officials.

Said document was accompanied by:

1. Letter from the County Tax Collector stating that there are no unpaid County taxes heretofore levied on the property included in said map and that the 2020-2021 tax lien has been paid in full and the 2021-2022 tax lien, which became a lien on the first day of January 2021, is estimated to be \$20,430.00.
2. Security to guarantee the payment of taxes, as required by Title 9 of the County Ordinance Code, in the form of a surety bond, No.604-101371-4, issued by United States Fire Insurance Company, with The Duane and Cathy Dohse Living Trust as principal, in the amount: \$20,430.00, guaranteeing the payment of the estimated tax.

NOW, THEREFORE, BE IT RESOLVED:

1. That said subdivision, together with the provisions for its design and improvement, is DETERMINED to be consistent with the County's general and specific plans.
2. That said Parcel map is APPROVED.

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

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

ATTESTED: **August 10, 2021**

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

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

cc: Larry Gossett- Engineering Services, Randolph Sanders- Engineering Services, Joshua Laranang- Engineering Services, Cinda Tovar- Design & Construction, Adrian Veliz - DCD, The Duane and Cathy Dohse Living Trust, United States Fire Insurance Company, Old Republic Title Company, T-06/10/2022





**Contra  
Costa  
County**

To: Board of Supervisors  
From: Keith Freitas, Airports Director  
Date: August 10, 2021

Subject: Grant Funds Available for Buchanan Field and Byron Airports from FAA through the American Rescue Plan Act (ARPA).

**RECOMMENDATION(S):**

AUTHORIZE the Director of Airports to submit applications to the Federal Aviation Administration (FAA) for grants for capital improvement projects and/or operating revenue expenditures for Buchanan Field and Byron Airports to enable the County to participate in the economic stimulus funding specifically being made available to airports as part of the American Rescue Plan Act (ARPA) of 2021.

APPROVE and AUTHORIZE the Chair of the Board of Supervisors to sign one or more Statement of Acceptance, or similar document, to accept grant funds from the FAA as part of ARPA.

**FISCAL IMPACT:**

There is no negative impact on the General Fund. Grant funds would be deposited in the Airport Enterprise Fund and used to fund operations at Buchanan Field Airport and Byron Airports. The grants would not need to be repaid and would be subject to standard FAA grant assurances.

**BACKGROUND:**

The American Rescue Plan Act of 2021 (ARPA) was passed by Congress and

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **08/10/2021**  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: August 10, 2021

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

By: Stacey M. Boyd, Deputy

Contact: Keith Freitas (925)  
681-4200

cc:

BACKGROUND: (CONT'D)

signed into law on March 11, 2021. As part of ARPA, \$8 billion in economic stimulus has been made available to airports, through the FAA, to support airports in the United States. The funding provides airports with funding to prevent, prepare for, and respond to the COVID-19 pandemic. The purpose of this board order is to ensure that Contra Costa County has the ability to apply for and accept ARPA funds for both County airports.

Typically, the FAA issues about \$3 billion in Airport Improvement Program (AIP) grants annually. In April 2020, the FAA issued \$10 billion in CARES Act relief funds, through which Contra Costa County accepted \$1,122,000 in grants for both Buchanan Field and Byron Airports. Then the FAA provided an additional \$2 billion in CRRSA relief funds to airports, where Buchanan Field and Byron Airports received a combined \$70,000. Now the FAA offered \$8 billion in new ARPA relieve funds.

Revenue at the County's airports is generated by ground leases, hangar rentals and usage fees. These revenues pay for the airports' operating expenses, including airport management, operations, and facility maintenance. Many of the airports' tenants are small businesses that have been negatively impacted by the economic fallout of the Coronavirus. As a result, staff anticipates County airports' revenues and cash flow will suffer until there is a complete economic recovery.

The grant funds being made available to airports under ARPA is money that the Airports Division can use to fund operations, including paying salaries. The FAA has already indicated it will make approximately \$148,000 and \$32,000 in ARPA grant funding available to Buchanan Field and Byron Airports, respectively.

Byron Airport and Buchanan Field Airport continue to be significant economic engines and to provide jobs growth opportunities for Contra Costa County. The grant funds available through ARPA will strengthen the ability of the County's airports to continue these trends during the next 12 months.

CONSEQUENCE OF NEGATIVE ACTION:

The County may not receive the FAA grant funding made available to Byron Airport and Buchanan Field by ARPA. This may result in lost economic and jobs opportunity for Byron Airport, Buchanan Field and Contra Costa County.



**Contra  
Costa  
County**

To: Contra Costa County Flood Control District Board of Supervisors

From: Brian M. Balbas, Public Works Director/Chief Engineer

Date: August 10, 2021

Subject: Approve the Conveyance of a Roadway Easement and a Temporary Construction Easement to Contra Costa County, Brentwood area.

**RECOMMENDATION(S):**

As the Governing Body of the Contra Costa County Flood Control and Water Conservation District (District), APPROVE the conveyance of a Roadway Easement and a Temporary Construction Easement (Easements) identified as portions of APN 007-380-019, located along Marsh Creek Road in unincorporated Contra Costa County to Contra Costa County (County) in accordance with the Right of Way Contract and Temporary Construction Easement and pursuant to Government Code Section 25526.6 and Section 31 of the Contra Costa County Flood Control and Water Conservation Act. (Project No. 0662-6R4083, Federal Project No.: BRLS 5928(125) (CP# 15-41) (SCH# 2020040312)

DETERMINE that the conveyance of these Easements are in the best interest of the public and that they will not substantially conflict or interfere with the use of the property by the District.

AUTHORIZE the Chief Engineer, or designee, to execute the Right of Way Contract and Temporary Construction Easement on behalf of the District.

AUTHORIZE the Chair, Board of Supervisors, to execute the Roadway Easement on behalf of the District in consideration for the payment received in full in the amount of \$23,000.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **08/10/2021**  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: August 10, 2021

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

Contact: Olivia Reynolds-Freeman  
925.957-2462

By: Stacey M. Boyd, Deputy

cc: Wiley Osborn, PW Information Technology, Ed Turner, Flood Control Division



RECOMMENDATION(S): (CONT'D)

DIRECT the Real Estate Division of the Public Works Department to cause said Roadway Easement and a certified copy of this Board Order to be recorded in the office of the County Clerk-Recorder.

FISCAL IMPACT:

88.5% Federal Highway Bridge Program Funds and 11.5% Local Road Funds.

BACKGROUND:

Contra Costa County intends to replace two existing bridges (Bridge No. 28C-0143 and Bridge No. 28C-0145) and related roadway approaches on Marsh Creek Road, a County highway, in the Brentwood and Clayton areas of unincorporated Contra Costa County (Project). The Project includes replacing the bridge structures and reconstructing 600 to 1000 feet of road right of way on each side of each new bridge structure to reconnect the realigned bridge to the existing roadway. Project-related work will include drainage and creek work. In connection therewith, the County must acquire interests in certain real property, which consists of a Roadway Easement which is 45,036 square feet in size and a Temporary Construction Easement which 113,978 square feet in size.

On November 26, 2019, Caltrans approved a National Environmental Policy Act (NEPA) Categorical Exclusion, pursuant to Chapter 3 of Title 23, United States Code, Section 326. Caltrans determined that this project has no significant impacts on the environment as defined by NEPA, and that there are no unusual circumstances as described in 23 CFR 771.117(b). On August 4, 2020, this Board approved the proposed Project and adopted the Mitigated Negative Declaration and Mitigation and Monitoring and Reporting Program pertaining to this Project pursuant to the California Environmental Quality Act (CEQA). A Notice of Determination was filed by the County's Clerk Recorders Office on August 14, 2020 and posted at the State Clearinghouse on September 2, all in compliance with CEQA. SCH No.: 2020040312/DCD-CP #15-41.

CONSEQUENCE OF NEGATIVE ACTION:

Contra Costa County will not have the necessary right of way to construct the project according to approved plans and specifications.

ATTACHMENTS

Right of Way-Temporary Construction Easement  
Roadway Easement Deed

**RIGHT OF WAY CONTRACT - INTERNAL ESCROWS & TEMPORARY  
CONSTRUCTION EASEMENT**

RW 8-3A (4/93)

Page 1 of 3

Grantor: Contra Costa County -  
Flood Control & Water Conservation District  
Portion of APN: 007-380-019  
Project Name: Marsh Creek Bridge Replacements #28C-0143 & #28C-0145  
Project No.: 0662-6R4083  
Federal Project No.: BRLS 5928 (125)  
Parcel Nos.: 2 & 6

\_\_\_\_\_, California

\_\_\_\_\_, 2021

Parcel No. Two in the form of a Roadway Easement and Parcel No. Six a Temporary Construction Easement dated \_\_\_\_\_, 2021, covering the property particularly described in the above instruments and Clause 5 below, (collectively the "Property") has been executed and delivered to Olivia Reynolds-Freeman, Senior Real Property Agent for Contra Costa County.

In consideration of which, and the other considerations hereinafter set forth, it is mutually agreed as follows:

1. (A) The parties have herein set forth the whole of their agreement. The performance of this agreement constitutes the entire consideration for said documents and shall relieve the County of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement.  
  
(B) County requires the Property for roadway purposes, a public use for which the County has the authority to exercise the power of eminent domain. Grantor is compelled to sell, and County is compelled to acquire the property.
2. The County shall pay the undersigned Grantor the sum of Twenty Three Thousand Dollars and No/100, (\$23,000.00) for the Property or interest conveyed by above documents. Title to be taken subject to Grantor's underlying fee title and:
  - (a) Covenants, conditions, restrictions and reservations of record, if any.
  - (b) Easements or rights of way of record over said property.
3. In consideration of the County's waiving the defects and imperfections in all matters of record title, the undersigned Grantor covenants and agrees to indemnify and hold Contra Costa County harmless from any and all claims that other parties may make or assert on the title to the premises. The Grantor's obligation herein to indemnify the County shall not exceed the amount paid to the grantor under this contract.

**RIGHT OF WAY CONTRACT - INTERNAL ESCROWS & TEMPORARY  
CONSTRUCTION EASEMENT**

RW 8-3A (4/93)

Page 2 of 3

4. Grantor warrants that there is a written license with SRS Ventures, GP on all or any portion of the Property exceeding a period of one month, and the Grantor further agrees to hold the County harmless and reimburse the County for any and all of its losses and expenses occasioned by reason of any license of said Property held by any tenant of Grantor's for a period exceeding one month.
5. Permission is hereby granted to the County, its contractors, and their authorized agents to enter upon Grantors' land within that certain area described in Exhibit "A-1" attached hereto and made a part hereof, for the purpose of a Temporary Construction Easement (TCE) in connection with the Project.

In case of unpredictable delays in construction, upon written notification, the terms of the Temporary Construction Easement may be extended by an amendment to this Right of Way Contract. Grantor shall be compensated based on the fair market value at the time of the extension. Payment shall be made to the Grantor prior to the expiration of the original period.

6. The undersigned Grantor hereby agrees and consents to the dismissal of any eminent domain action in the Superior Court wherein the herein described land is included and also waived any and all claims to any money that may now be on deposit in said action.
7. The Grantor hereby represents and warrants that during the period of Grantor's ownership of the property, there have been no disposals, releases or threatened releases of hazardous substances of Hazardous Wastes on, from, or under the Property. Grantor further represents and warrants that Grantor has no knowledge of any disposal, release, or threatened release of hazardous substances or Hazardous Wastes, on, from, or under the Property, which may have occurred prior to Grantor taking title to the Property.

The acquisition price of the Property being acquired in this transaction reflects the fair-market value of the Property without the presence of contamination. If the Property being acquired is found to be contaminated by the presence of Hazardous Waste, which requires mitigation under Federal or State law, the County may elect to recover its clean-up costs from those who caused or contributed to the contamination.

8. It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this contract, the right of possession and use of the subject Property by the County, including the right to remove and dispose of improvements shall commence on August 15, 2021, or close of escrow controlling this transaction, whichever occurs first, and the use of temporary rights, if any, shall commence on August 15, 2021 and terminate on May 14, 2023. The amount shown in Clause 2 herein includes, but is not limited to, full payment for such possession and use, including damages, if any, and interest from said date.

**RIGHT OF WAY CONTRACT - INTERNAL ESCROWS & TEMPORARY  
CONSTRUCTION EASEMENT**

RW 8-3A (4/93)

Page 3 of 3

9. This transaction will be handled through an internal escrow with Contra Costa County, 255 Glacier Drive, Martinez, California, 94553.

*In Witness Whereof*, the Parties have executed this agreement the day and year first above written.

CONTRA COSTA COUNTY

Contra Costa County Flood Control  
and Water Conservation District

Recommended for Approval:

By \_\_\_\_\_  
Olivia Reynolds-Freeman  
Senior Real Property Agent

By \_\_\_\_\_  
Brian M. Balbas  
Chief Engineer

By \_\_\_\_\_  
Jessica L. Dillingham  
Principal Real Property Agent

APPROVED:

By \_\_\_\_\_  
Brian M. Balbas  
Public Works Director

Date \_\_\_\_\_  
(Date of Approval)

Marsh Creek Road (Road No. 3971A)  
Contra Costa County Flood Control  
and Water Conservation District  
Portion of APN 007-380-019  
Drawing No. RW-3971A-2020A

## EXHIBIT "A-1"

Real property in an unincorporated area of the County of Contra Costa, State of California, being a portion of that part of Rancho Los Meganos within Township 1 South, Range 2 East, Mount Diablo Meridian, also being a portion of Parcel One as described in the Grant Deed to Contra Costa County Flood Control & Water Conservation District, recorded November 20, 2002 in Recorder's Series number 2002-0438120, Contra Costa County records, described as follows:

### Parcel 6 – Temporary Construction Easement

A temporary Construction Easement (TCE) for construction purposes and incidents thereto, upon, in, over and across the property described below for a period of twenty-one months, to commence on August 15, 2021 and terminate on May 14, 2023.

Commencing at the southwest corner of said Parcel One (2002-0438120), also being a point on the northerly right of way line of Marsh Creek Road as described in the deed to Contra Costa County, filed December 28, 1936 in Book 424 of Official Records at Page 244; thence leaving said right of way line, along the westerly line of said Parcel One (2002-0438120), north 2°36'02" west 96.83 feet to the Point of Beginning; thence from said Point of Beginning, continuing along said westerly line north 2°36'02" west 9.68 feet; thence leaving said westerly line north 59°29'01" east 27.34 feet; thence north 52°49'26" east 139.25 feet; thence north 67°04'33" east 57.43 feet; thence north 2°23'21" west 10.37 feet; thence north 84°48'07" east 29.92 feet; thence south 31°59'14" east 19.21 feet; thence north 77°28'41" east 70.98 feet; thence north 80°28'22" east 50.97 feet; thence north 22°56'14" west 289.28 feet; thence north 67°03'46" east 310.00 feet; thence south 22°56'14" east 334.68 feet; thence north 66°49'55" east 91.41 feet; thence north 82°34'30" east 67.82 feet to said northerly right of way line; thence along said right of way line south 65°00'23" west 41.83 feet; thence leaving said right of way line south 82°34'18" west 27.98 feet; thence south 68°13'03" west 216.40 feet; thence south 79°49'45" west 267.32 feet; thence south 63°10'35" west 208.45 feet; thence south 80°48'17" west 45.51 feet; thence south 58°39'10" west 46.67 feet to the Point of Beginning.

Containing an area of 113,978 square feet of land, more or less.

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

Signature: James A. Stein

Licensed Land Surveyor  
Contra Costa County Public Works Department

Date: 9/17/2020



RECORDING REQUESTED BY  
Contra Costa County  
Public Works Department

WHEN RECORDED MAIL TO

Contra Costa County  
Public Works Department  
Real Estate Division  
255 Glacier Drive  
Martinez, CA 94553  
Attn: Olivia D. Reynolds-Freeman

Mail Tax Statements To:  
Contra Costa County Flood Control and  
Water Conservation District  
255 Glacier Drive  
Martinez, CA 94553

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## ROADWAY EASEMENT DEED

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**EXEMPT FROM RECORDING FEES PURSUANT TO GOV'T. CODE SECTION 27383 AND DOCUMENTARY TRANSFER TAX PURSUANT TO REVENUE AND TAXATION CODE SECTION 11922.**

Portion of A.P.N. 007-380-019

**THIS INDENTURE**, made by and between CONTRA COSTA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a flood control district organized under the laws of the State of California, hereinafter called the GRANTOR, and CONTRA COSTA COUNTY, a political subdivision of the State of California, hereinafter called the GRANTEE.

That the GRANTOR, for value received, hereby grants to GRANTEE and it's successors and assigns a perpetual, non-exclusive easement and right of way for roadway purposes and facilities incidental thereto in, under, along, and across GRANTOR's certain real property situate in the unincorporated area of the County of Contra Costa, State of California, described as follows:

**FOR DESCRIPTION SEE EXHIBIT "A", ATTACHED HERETO AND MADE A PART  
HEREOF**

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

Dated \_\_\_\_\_, 2021.

CONTRA COSTA COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT

\_\_\_\_\_  
Diane Burgis, Chair  
Board of Supervisors

**ATTACH APPROPRIATE ACKNOWLEDGMENT**

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

STATE OF CALIFORNIA  
COUNTY OF CONTRA COSTA

On \_\_\_\_\_, before me, \_\_\_\_\_,  
Deputy 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 \_\_\_\_\_ (Seal)  
Deputy Clerk



Marsh Creek Road (Road No. 3971A)  
Contra Costa County Flood Control  
and Water Conservation District  
Portion of APN 007-380-019  
Drawing No. RW-3971A-2020A

**EXHIBIT "A"**

Real property in an unincorporated area of the County of Contra Costa, State of California, being a portion of that part of Rancho Los Meganos within Township 1 South, Range 2 East, Mount Diablo Meridian, also being a portion of Parcel One as described in the Grant Deed to Contra Costa County Flood Control & Water Conservation District, recorded November 20, 2002 in Recorder's Series number 2002-0438120, Contra Costa County records, described as follows:

**Parcel 2 – Road Easement**

Beginning at the southwest corner of said Parcel One (2002-0438120), also being a point on the northerly right of way line of Marsh Creek Road as described in the deed to Contra Costa County, filed December 28, 1936 in Book 424 of Official Records at Page 244; thence from said Point of Beginning, leaving said right of way line, along the westerly line of said Parcel One (2002-0438120), north 2°36'02" west 96.83 feet; thence leaving said westerly line north 58°39'10" east 46.67 feet; thence north 80°48'17" east 45.51 feet; thence north 63°10'35" east 208.45 feet; thence north 79°49'45" east 267.32 feet; thence north 68°13'03" east 216.40 feet; thence north 82°34'18" east 27.98 feet to said northerly right of way line; thence along said right of way line south 65°00'23" west 836.57 feet to the Point of Beginning.

Containing an area of 45,036 square feet of land, more or less.

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

Signature: James A. Stein

Licensed Land Surveyor  
Contra Costa County Public Works Department

Date: 9/17/2020





**Contra  
Costa  
County**

To: Board of Supervisors  
From: Keith Freitas, Airports Director  
Date: August 10, 2021

Subject: Contract with KSA Engineers Inc. For Work Related to Buchanan Field Airport Terminal Replacement Project

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**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Director of Airports, or designee, to execute a consulting services agreement with KSA Engineers Inc. to provide construction management services for the period July 1, 2021, to May 31, 2024, in connection with the terminal replacement project at Buchanan Field Airport, in an amount not to exceed \$1,610,878.00. (District IV)

**FISCAL IMPACT:**

There is no negative impact on the General Fund. The total amount of the contract is \$1,610,878.00, of which an estimated 72% (or \$1,159,832.16) will be paid by the Federal Aviation Administration Airport Improvement Program and the remaining 28% (or \$451,045.84) will be paid by the Airport Enterprise Fund.

**BACKGROUND:**

The Buchanan Field Airport Master Plan adopted by the Board on October 28, 2008, identifies a new general aviation terminal (Terminal Replacement Project) on the capital improvement list. Designs for the Terminal Replacement Project were completed by the KPA Group, pursuant to a contract dated March 12, 2019.

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APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **08/10/2021**  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: August 10, 2021

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

By: Stacey M. Boyd, Deputy

Contact: Keith Freitas (925)  
681-4200

cc:

### BACKGROUND: (CONT'D)

On April 28, 2020, the Board authorized staff to submit applications to the Federal Aviation Administration and Caltrans for grants for the construction of the Terminal Replacement Project.

On October 20, 2020, the Board authorized on-call consulting service agreements with engineering, architecture, and design consulting firms, KSA Engineering, the KPA Group, Mead & Hunt, and Kimley-Horn & Associates, for a term of five years, to provide services as needed. On November 2, 2020, Airport staff sent a request for proposals to the pre-qualified engineering firms with on-call consulting service agreements and Airports staff received two proposals. Utilizing the request for proposal criteria and ranking, KSA Engineers Inc. was selected to perform the construction management services. Airports authorized a pre-contract task order with KSA Engineering Inc. and their sub-consultants under the existing consulting service agreement.

On February 2, 2021, the Board approved the project design and specifications and authorized staff to put the project out to bid. W.E. Lyons Construction was the lowest responsible bidder, and the Board authorized the contract with W.E. Lyons Construction on April 27, 2021, in the amount of \$12,990,000.00. The estimated total cost of the project is \$16,963,860. The KSA Engineers Inc. consulting service agreement is roughly 10% of the total cost of the project, which is industry standard.

KSA Engineers Inc. along with their team of sub-consultants will provide construction management services for the pre-construction, construction, and post-construction phases of the Terminal Replacement Project. The team will serve as the resident engineer and will provide testing services, construction cost management, environmental compliance, safety monitoring, labor compliance, inspection services, and other required duties to complete the project.

### CONSEQUENCE OF NEGATIVE ACTION:

If the contract is not approved, the Terminal Replacement Project will be indefinitely delayed. The Airports Division would have to continue to rent office and aircraft rescue and firefighting space for the duration of the delay and would not meet the Airport's short- or long-term space needs.



Contra  
Costa  
County

To: Board of Supervisors  
From: Monica Nino, County Administrator  
Date: August 10, 2021

Subject: Tolling agreement in BNSF Railway Company v. Alameda County, et al.

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**RECOMMENDATION(S):**

APPROVE AND AUTHORIZE County Counsel, or her designee, to enter into a tolling agreement in BNSF Railway Company v. Alameda County, et al., U.S. Dist. Ct, N.D. Cal., Case No. 19-cv-07230.

**FISCAL IMPACT:**

No negative fiscal impact

**BACKGROUND:**

On or about November 20, 2020, BNSF submitted to a claim for refund of property taxes pursuant to Revenue and Taxation Code section 5097 (“Claim for Refund”). In that claim, BNSF requested that the Board of Supervisors direct the Auditor-Controller to refund to BNSF the sum of \$288,448.14, plus appropriate interest, in taxes levied for the fiscal year 2016-17. On March 2, 2021, the Board of Supervisors denied BNSF’s Claim for Refund.

The Claim for Refund relates to a lawsuit that BNSF brought in federal court, BNSF Railway Company v. Alameda County, et al., U.S. Dist., N.D. Cal., Case No. 19-cv-07230, against the County and fourteen other counties (the “Litigation”). In that lawsuit, BNSF contests the

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APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **08/10/2021**  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: August 10, 2021

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

By: Stacey M. Boyd, Deputy

Contact: Rebecca Hooley (925)  
655-2254

cc:

## BACKGROUND: (CONT'D)

statutory tax rate applied to its railway property for each tax year since 2014/2015. BNSF seeks injunctive and other equitable relief to prohibit the counties from levying and collecting taxes on its railway property at a rate that is higher than the average countywide tax rate on the ground that this practice violates federal law.

Following a hearing on BNSF's motion for a preliminary injunction, the court issued an order on April 8, 2020, enjoining defendant counties from collecting taxes on BNSF's unitary property based on a tax rate that is greater than the average countywide tax rate for 2019/2020 and each subsequent year for the pendency of the litigation. The defendant counties are currently appealing that decision before the Ninth Circuit Court of Appeals. The Court of Appeals held oral argument in June 2021, and the parties are awaiting its decision.

Although BNSF has already brought suit against the County in federal court, it contends that it may have to also bring a cause of action in state court to receive retrospective relief in the form of a refund for the years at issue. For this reason, BNSF has asked the County to enter into an agreement to stop the statute of limitations from running on its time to file a state lawsuit relating to its Claim for Refund while its federal case is litigated. California law permits a rate payer to challenge the denial of a Claim for Refund through a judicial action within six months of the denial of the Claim for Refund. (Rev. & Tax. Code, § 5141.)

Under the terms of the proposed tolling agreement, any legal action related to the Claim of Refund would be tolled from August 10, 2021, until a final judgment is reached in the Litigation, or until cancelled by one of the Parties upon thirty (30) days' written notice. As such, BSNF would not be able to file a lawsuit related to the Claim for Refund and the County would not be able to assert defenses related to the Claim for Refund during the tolling period. The terms of the tolling agreement require that both parties also waive any claim for the recovery of prejudgment interest that might accrue during the tolling period with respect to any claims or causes of action that might be asserted relating to the Claim for Refund.

## CONSEQUENCE OF NEGATIVE ACTION:

Failure to take this action may result in BNSF bringing a lawsuit against the County in state court related to the Claim for Refund.



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Monica Nino, County Administrator  
Date: August 10, 2021

Subject: Claims

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**RECOMMENDATION(S):**

DENY claims filed by Marcos Cintra, Commercial Investment Brokerage, CSAA Insurance-a subrogee of Stephanie Flournoy, Carmelita Goff, Aurora Jimenez, Pluralsight, LLC, Anthony Deondrea Richardson, State Farm-a subrogee of Carmelita Goff, and Jeffery Warner. DENY amended claim filed by Carmelita Goff.

**FISCAL IMPACT:**

No fiscal impact.

**BACKGROUND:**

Marcos Cintra: Property claim for damage to vehicle in the amount of \$1,500.  
Commercial Investment Brokerage: Property claim for damage to vehicle in the amount of \$510.  
CSAA Ins. a/s/o Stephanie Flournoy: Property claim for damage to vehicle in the amount of \$7,168.91  
Carmelita Goff: Property claim for damage to vehicle in the amount of \$472.82  
Aurora Jimenez: Property claim for lost dentures in the amount of \$747.50  
Pluralsight, LLC: Claim for unpaid purchase order in the amount of \$8,685.  
Anthony Deondrea Richardson: Property claim for lost shoes in the amount of

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APPROVE  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **08/10/2021**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

**VOTE OF SUPERVISORS**

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

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

ATTESTED: August 10, 2021

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

RECUSE: Candace Andersen, District II  
Supervisor

By: Stacey M. Boyd, Deputy

Contact: Scott Selby, Risk Mgmt

cc:

BACKGROUND: (CONT'D)

\$100.

State Farm a/s/o Carmelita Goff: Property claim for damage to vehicle in the amount of \$2,079.99

Jeffery Warner: Property claim for lost or stolen eyeglasses in the amount of \$580.

Carmelita Goff: Amended claim for damage to vehicle in the amount of \$478.82

CONSEQUENCE OF NEGATIVE ACTION:

Not acting on the claims could extend the claimants' time limits to file actions against the County.



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Karen Mitchoff, District IV Supervisor  
Date: August 10, 2021

Subject: In the Matter of recognizing the 40th Anniversary of Court Appointed Special Advocates (CASA) of Contra Costa County

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APPROVE  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **08/10/2021**  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: August 10, 2021

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

By: Joellen Bergamini, Deputy

Contact: Colleen Awad,  
925-521-7100

cc:



ATTACHMENTS

Resolution  
2021/214

*The Board of Supervisors of  
Contra Costa County, California*

In the matter of:

**Resolution No. 2021/214**

In the Matter of recognizing the 40<sup>th</sup> Anniversary of Court Appointed Special Advocates (CASA) of Contra Costa County

WHEREAS, the mission of CASA is to recruit, train, and support volunteer advocates as a powerful voice for the best interest of abused and neglected children during the court process, in order to help every child ultimately thrive in a stable and permanent home; and

WHEREAS, CASA was founded in 1981 through the leadership of Judge Richard Patsey as Court Appointed Special Representatives (CASR) of Contra Costa County, was one of the first four CASA organizations; and

WHEREAS, CASR became Court Appointed Special Advocates of Contra Costa County in 2001; and

WHEREAS for many years, CASA served 140 to 155 children a year, which is about 15% of the 1,200 children in foster care in Contra Costa County; and

WHEREAS, since 2016, the number of youth and children served by CASA volunteers has grown exponentially with the goal of reaching 400 individuals served every year; and

WHEREAS, through their service and commitment, volunteers trained by CASA have helped to restore hope in the lives of children and youth; and

WHEREAS, CASA volunteers advocate one-on-one for children and youth in foster care to make sure they do not get lost in the legal system or languish in an inappropriate placement; and

WHEREAS, CASA volunteers visit weekly with the child or youth, and maintain ongoing communication with all parties involved in the case and help reduce delays and continuances and stay with each case until it is closed and the child or youth is placed in a safe, permanent home.

Now Therefore be it Resolved that the Contra Costa County Board of Supervisors recognizes the dedication and hard work of the Court Appointed Special Advocates (CASA) of Contra Costa County in supporting the foster youth in our community.

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**DIANE BURGIS**

Chair, District III Supervisor

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**JOHN GIOIA**

District I Supervisor

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**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: August 10, 2021

Monica Nino, County Administrator

By: \_\_\_\_\_, Deputy



Contra  
Costa  
County

To: Board of Supervisors  
From: Monica Nino, County Administrator  
Date: August 10, 2021

Subject: Appointments to the Arts and Culture Commission

---

**RECOMMENDATION(S):**

REAPPOINT Joan D'Onofrio to the At Large 3 seat on the Arts and Culture Commission for a term ending June 30, 2025, and APPOINT Naina Shastri to the Alternate seat on the Arts and Culture Commission for a term expiring June 30, 2025, as recommended by the Family and Human Services Committee.

**FISCAL IMPACT:**

There is no fiscal impact.

**BACKGROUND:**

The Arts and Culture Commission 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; to increase communications and understanding between all citizens through art. Most importantly, the Commission will promote arts and culture as a vital element in the quality of life for all of the citizens of Contra Costa County.

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **08/10/2021**  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: August 10, 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)

The Arts and Culture Commission is composed by 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. At their July 26, 2021 meeting, the Family and Human Services Committee considered and voted to recommended to the Board of Supervisors the reappointment of Joan D'Onofrio to the At Large 3 seat on the Arts and Culture Commission with a term ending June 30, 2025, and the appointment of Naina Shastri to the Alternate seat on the Arts and Culture Commission with a term ending June 30, 2025.

ATTACHMENTS

Joan D'Onofrio Application

Naina Shastri Application

Arts and Culture Commission Roster



Contra Costa County



Print Form

Please return completed applications to: Clerk of the Board of Supervisors 1025 Escobar Street, 1st Floor Martinez, CA 94553 or email to: ClerkofTheBoard@cob.cccounty.us

BOARDS, COMMITTEES, AND COMMISSIONS APPLICATION

First Name: Joan, Last Name: D'Onofrio, Home Address - Street, City: Concord, Zip Code: 94518, Phone, Email, Resident of Supervisorial District: 3

EDUCATION Check appropriate box if you possess one of the following: High School Diploma, CA High School Proficiency Certificate, G.E.D. Certificate

Table with 3 columns: Colleges or Universities Attended, Course of Study/Major, Degree Awarded. Rows include Pratt Institute (BFA) and NY University (Publishing Certification).

Other Training Completed:

Board, Committee or Commission Name: Arts & Cultural Commission of Contra Costa County, Seat Name: at large 3

Have you ever attended a meeting of the advisory board for which you are applying? Yes, approximately 20

Please explain why you would like to serve on this particular board, committee, or commission. I just completed the About Face program as the chair, and I want to continue my service on this commission. Consider this my re-application.

Describe your qualifications for this appointment. (NOTE: you may also include a copy of your resume with this application) I am a retired art director, production manager, and managing editor with Oxford University Press, NY and EMC Publishing St Paul, MN. I am presently the president of my own 501 c3 non profit arts foundation, and producer of an award-winning newsletter with my local Rotary Club. I am also a graphic designer, illustrator, and painter. [I am enclosing my resume.]

I am including my resume with this application: Please check one: Yes, No

I would like to be considered for appointment to other advisory bodies for which I may be qualified. Please check one: Yes, No

**Are you currently or have you ever been appointed to a Contra Costa County advisory board?**

Please check one:  Yes  No

**List any volunteer and community experience, including any boards on which you have served.**

**Do you have a familial relationship with a member of the Board of Supervisors?** (Please refer to the relationships listed below or Resolution no. 2011/55)

Please check one:  Yes  No

If Yes, please identify the nature of the relationship:

**Do you have any financial relationships with the county, such as grants, contracts, or other economic relationships?**

Please check one:  Yes  No

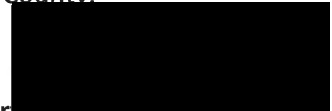
If Yes, please identify the nature of the relationship:

I CERTIFY that the statements made by me in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith. I acknowledge and understand that all information in this application is publicly accessible. I understand and agree that misstatements and/or omissions of material fact may cause forfeiture of my rights to serve on a board, committee, or commission in Contra Costa County.

**Signed:**

\_\_\_\_\_ 

**Date:**

\_\_\_\_\_ 

**Submit this application to:** ClerkofTheBoard@cob.cccounty.us **OR** Clerk of the Board of Supervisors  
1025 Escobar Street, 1st Floor  
Martinez, CA 94553

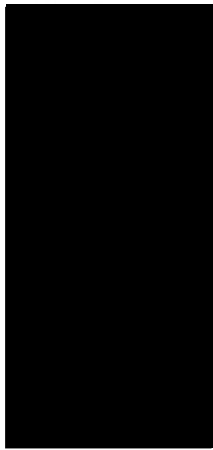
*Questions about this application? Contact the Clerk of the Board at (925) 655-2000 or by email at ClerkofTheBoard@cob.cccounty.us*

### **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.







**RECEIVED**  
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 CONTRA COSTA CO.

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*Clerk of the Board of Supervisors  
 1025 E. Center St 1st Floor  
 Mantroing CA 94553*

94553-122325



## Application Form

---

### Profile

Naina

First Name

Shastri

Middle Initial

Last Name

Home Address

Suite or Apt

San Ramon

City

CA

State

94582

Postal Code

Primary Phone

Email Address

Which supervisorial district do you live in?

District 2

---

### Education

Select the option that applies to your high school education \*

High School Diploma

College/ University A

Name of College Attended

CSU Hayward

Degree Type / Course of Study / Major

Masters Certification in Biotechnology

Degree Awarded?

Yes  No

College/ University B

Name of College Attended

University of Mysore, India

**Degree Type / Course of Study / Major**

Masters in Biotechnology

**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?**

Arts & Culture Commission: Submitted

**Seat Name**

Alternate

**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.**

---

Being a member of the Arts Advisory Committee of San Ramon City for the past 4yrs, I have been involved in promoting varied art forms and social causes in the community. As a practitioner, performer, and educator of Indian Classical Dance and an active member of the Indian Diaspora, I bring a different perspective and I believe that I will be a valuable addition and asset to the Commission.

---

## **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 been reappointed to the San Ramon City's Arts Advisory Committee and am currently serving this term as the Vice Chair of the Committee.  
[https://www.sanramon.ca.gov/our\\_city/boards\\_committees\\_commissions/arts\\_advisory\\_committee](https://www.sanramon.ca.gov/our_city/boards_committees_commissions/arts_advisory_committee)  
Member of the Planning committee for San Ramon City's "Culture in the Community" event, 2020  
Launched "Kaleidoscope San Ramon"; An initiative to bring unique collaborative, multimedia, multicultural performances to the San Ramon Valley community; [www.namahaarts.org](http://www.namahaarts.org) I am part of the San Ramon Social Justice Collective (SRSJC) and the San Ramon Valley Diversity Coalition (SRVDC) I have also been working closely with the San Ramon Arts Foundation and San Ramon Valley Unified School District members on some of their programs. Organized Fundraisers through performing arts events, for other nonprofit organizations like SEWA, Rewire etc.

---

**Describe your qualifications for this appointment. (NOTE: you may also include a copy of your resume with this application)**

---

Member of San Ramon City's Arts Advisory Committee ([http://www.sanramon.ca.gov/our\\_city/boards\\_committees\\_commissions/arts\\_advisory\\_committee](http://www.sanramon.ca.gov/our_city/boards_committees_commissions/arts_advisory_committee)) Founder/Director of Namaha Foundation for the Arts, [www.namahaarts.org](http://www.namahaarts.org) (a 510c3 nonprofit org) Founder/Artistic Director of Ushanjali School of Dance, [www.ushanjali.com](http://www.ushanjali.com) Member of the Entertainment Committee, Tri Valley Kannada Sangha Member of the San Ramon Valley Diversity Coalition's Culture and Celebration committee.

---

[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

Naina Shastri

If Yes, please identify the nature of the relationship:

---

Do you have any financial relationships with the County such as grants, contracts, or other economic relations?

---

Yes  No

If Yes, please identify the nature of the relationship:

---

Please Agree with the Following Statement

---

I certify that the statements made by me in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith. I acknowledge and understand that all information in this application is publicly accessible. I understand that misstatements and/or omissions of material fact may cause forfeiture of my rights to serve on a board, committee, or commission in Contra Costa County.

---

I Agree

## **Naina Shastri**

Artistic Director,  
Ushanjali School of Dance,  
San Ramon

Website: [www.ushanjali.com](http://www.ushanjali.com) ;  
[www.nahamaarts.org](http://www.nahamaarts.org)

Facebook: <https://www.facebook.com/ushananjali2008/>  
<https://www.facebook.com/namahafoundation/>

LinkedIn: Naina Shastri

Instagram: @nainashastri, @ushanjalischoolofdance

Twitter: @NainaShastri @ushajalischoolofdance

I am a Bharatanatyam Dancer, Performer, Choreographer, Educator and Researcher.

### **Key Performances**

- Mbongui Square Festival, 2018, 2019
- Performed for “Women’s Day” event by SAVE (Safe Alternatives for Violent Environments); 2018, 2020
- San Francisco International Movement Arts Festival 2018, 2019
- San Francisco International Arts Festival, SFIAF (Divine Conversations); 2018
- West Wave Dance Festival, SAFEhouse Arts, SF (Nocturnes); 2017
- APAture 2016, Kearny Street Workshop; 2016
- Articulate Festival, Mysore
- Sai Nrithyotsava, Bengaluru, India
- Mysore Dasara Festival, Mysore
- Every Friday Youth Performance, Yavanika, Bengaluru

## Achievements

- I was selected as a RAW resident artist at SAFEhouse for the Arts, San Francisco.
- I was an Artist-in-Residence at the Oakland Asian Cultural Center, Oakland, CA.
- I was selected to present my original work “Morning Raga” at the APature Festival, 2016 organized by Kearny Street Workshop
- Awarded “Acharya Devobhava” title by Sri Datta Sai Temple, San Ramon for services provided to community as a Guru/teacher
- Recognized by the Shiva Vishnu Temple, for services provided as a Guru/Teacher
- I have completed my “Vidwat” (Master’s level) examinations in “Bharatanatyam” from the Secondary Board of Examinations, Karnataka, India
- I am a qualified Examiner at the Akila Bharatiya Gandharva Vishwa Vidyalaya, India and USA. I am invited to conduct the practical exams here in the Bay Area for all levels.
- My school and I have been featured in NBC Bay Area’s program Asian Pacific America with Robert Handa.
- I have also been invited as a judge to many competitions of Classical Indian Dances in the Bay Area

## Community Service:

- Member of San Ramon City’s Arts Advisory Committee – Recently reappointed for a 3<sup>rd</sup> term. Also appointed as the Vice Chair of the Committee.  
([http://www.sanramon.ca.gov/our\\_city/boards\\_committees\\_commissions/arts\\_advisory\\_committee](http://www.sanramon.ca.gov/our_city/boards_committees_commissions/arts_advisory_committee) )
- Founder/Director of Namaha Foundation for the Arts, [www.namahaarts.org](http://www.namahaarts.org)  
A 501c3 nonprofit org.
  1. We conduct an annual Dance and Music Festival, “*Karnataka Composers Day*”
  2. A Monthly Solo Indian Dance performance series, *Naipunya Dance Festival* every 2nd Saturday of the Month. This provides a platform and opportunities for upcoming soloists.

3. Launched, “*Kaleidoscope San Ramon*” on August 2nd, 2020; An initiative to bring Artists from all genres of Arts, Ethnicities and Genders for a collaborative and harmonious expression of experiences.
  4. Video Podcasts with eminent artists, educators and research scholars.
  5. We regularly host performers and organize performances to commemorate special days (eg. *International Women’s Day, Mother’s Day, International Dance Day*)
- Member of the San Ramon Social Justice Collective (SRSJC)
  - Member of the San Ramon Valley Diversity Coalition (SRVDC) and serving on its Culture and Celebrations committee.
  - Member of the Entertainment Committee, Tri Valley Kannada Sangha
  - Ex-Board Member; Asian Pacific Islander American Public Affairs (APAPA)
  - Cofounder: Kalasangha - East Bay Artists Exchange
  - Assisting the City Staff in planning, organizing and executing Multicultural events like “Culture in the Community”
  - Organized Dance Festival to help raise funds for “Women Empowerment” projects of SEWA International USA, Bay Area
  - Involved with local, San Ramon based grassroots organization Rewire Community in an artistic capacity, choreographing and performing for their events on Women oriented topics.

### **Educator and Teacher:**

Founder/Artistic Director of Ushanjali School of Dance, [www.ushanjali.com](http://www.ushanjali.com)

As the Artistic Director of Ushanjali School of Dance I teach Indian Classical Dance at 3 locations (San Ramon, Pleasanton and Berkeley), currently training over 100 students. My students regularly perform at various dance festivals, City and Community organized cultural events throughout the Bay Area. The senior students are trained to present their “*Rangapraveshas*” (*Debut Solo Performance*), an intensive program where the dancers present Solo for over 2 hours with Live Orchestra accompaniment. Students are trained in both the Practical and Theoretical aspects of the dance and appear for formal Dance Exams in Bharatanatyam conducted by the Akila Bharatiya Gandharva Maha Vidyalaya, India.



We have presented Lecture/Demonstrations at Libraries around San Ramon, Pleasanton and Pinole, for Girls Scouts group at a local school, International Day performances at Schools around San Ramon and Danville.

Some events and venues our School participates regularly are:

- Arudra Natyanjali, Shiva Vishnu Temple, Livermore
- Navarathri performance, Santana Dharma Kendra, San Jose
- Shivarathri Celebrations, Concord Temple, Concord
- Stockton Diwali Celebration, Indian Association of San Joaquin, Stockton
- Culture in the Community, San Ramon's annual multicultural program
- Art and Wind Festival, San Ramon
- Diwali performance, Children's Discovery Museum, San Jose
- Selected students present special Ritual Offering of Dance to the Deities at Shiva Vishnu Temple, Livermore and Sri Datta Sai Temple, San Ramon during Mahashivarathri, Ramanavami and Navarathri festivals.

Every year, I present all my students during our Annual Showcase performance. Students present to family and friends the dances or lessons they have been taught and practiced through the year.

### **Collaborations**

- I have been regularly presenting a collaborative work with Visual Artist, Salma Arastu called "In Search of Eternal Love – from Meera to Rumi", exploring poetry by Persian Mystic Mevlana Rumi and Indian Bhakti Saint Meera Bai through Indian Classical Dance, recitation, music and multimedia.
- Worked with and trained ladies from the organization Rewire Community a grassroots organization involved with social justice issues and women's wellness, to present "Girls and Goddesses" for Mbongui Square Festival, 2019.
- Regularly present productions for our local Tri Valley Kannada Sangha, training 30 to 40 children and adult members of the organization for our annual event, Kannada Rajyothsava.
- Choreographed and presented a combined dance with 4 other Indian Classical Dance forms (Kuchipudi, Andhranatiyam, Odissi and Kathak) for "Shivapadam – International Dance Program".  
<https://www.youtube.com/watch?v=HyF6emiu4cQ&t=106s> (from 1.45.01 to 1.53.58)

**Academic Background**

- I have a Master's degree in Biotechnology from the University of Mysore.
- A Masters Certification in Biotechnology from CSU Hayward.
- I have worked in the Biotech Industry(Discoverx) and later at the Research Laboratory, Lawrence Berkeley National Lab; Emeryville.

I currently reside in San Ramon, California with my husband and two children.

2021 Arts and Culture Commission Roster				
Seat	Name	District	Term start	Term end
District 1	Silvia Ledezma	1	7/1/17	6/30/25
District 2	Beverly Kumar	2	7/1/19	6/30/23
District 3	Grant Taylor	3	3/30/21	6/30/23
District 4	Elizabeth Wood	4	10/1/13	6/30/23
District 5	Joe D. Arandia	5	8/3/21	6/30/25
At-Large 1	Y'Anad Burrell	1	2/12/13	6/30/23
At-Large 2	Ben Miyaji	5	12/8/20	6/30/23
At-Large 3	Joan D'Onofrio*	4	8/10/21	6/30/25
At-Large 4	Lanita Mims	3	11/6/18	6/30/25
Alternate	Naina Shastri*	2	8/10/21	6/30/25
Youth Advisor	Carolyn Considine	2	2/2/21	6/30/22
*Subject to this board action.				



Contra  
Costa  
County

To: Board of Supervisors  
From: Monica Nino, County Administrator  
Date: August 10, 2021

Subject: Appointment to the Contra Costa Commission for Women and Girls

---

**RECOMMENDATION(S):**

ACCEPT the resignation of Kirsten Upshaw from the At-Large 1 Seat on the Contra Costa Commission for Women and Girls;

APPOINT Kirsten Upshaw to the District V Seat on the Contra Costa Commission for Women and Girls with a term expiring February 28, 2025;

DECLARE a vacancy in the At-Large 1 Seat; and

DIRECT the Clerk of the Board to post the vacancy, as requested by the Commission.

**FISCAL IMPACT:**

None

**BACKGROUND:**

Kirsten Upshaw was appointed to the Commission for Women and Girls in the At-Large 1 seat on March 30, 2021 for a term ending February 28, 2025. Ms. Upshaw is resigning the At-Large 1 seat to be appointed as the District V representative on the Commission for Women and Girls. Ms. Upshaw's appointment to the District V seat is occurring through this same board order.

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **08/10/2021**  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: August 10, 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)

The Contra Costa Commission for Women and Girls identifies major economic, educational and social concerns of women in Contra Costa County, to reach and inform all women on a variety of issues.

CONSEQUENCE OF NEGATIVE ACTION:

The District V Seat will remain vacant.



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Kathy Gallagher, Employment & Human Services Director  
Date: August 10, 2021

Subject: Advisory Council on Aging Appointment

---

**RECOMMENDATION(S):**

APPOINT Kacey Carterelliott as the City of Pittsburg Local Committee representative on the Advisory Council on Aging as recommended by the Employment and Human Services Department Director.

**FISCAL IMPACT:**

There is no fiscal impact.

**BACKGROUND:**

Appoint Kacey Carterelliott as the City of Pittsburg Local Committee Representative on the Advisory Council on Aging (Council) for a term ending September 30, 2021. The seat is currently vacant. Kacey Carterelliott is a resident of Pittsburgh and was approved by the Pittsburg City Council on July 20, 2021.

The Council provides for countywide planning, cooperation, and coordination for individuals and groups interested in improving and developing services and opportunities for residents of the County. The Council provides leadership and advocacy on behalf of older persons as a channel of communication and information on aging.

**CONSEQUENCE OF NEGATIVE ACTION:**

The Advisory Council on Aging may not be able to conduct routine business.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **08/10/2021**  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: August 10, 2021

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

By: Stacey M. Boyd, Deputy

Contact: Elaine Burres  
608-4960

cc:



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: August 10, 2021

Subject: Declare Emergency Medical Care Committee (EMCC) Vacant Seat (C3)

---

**RECOMMENDATION(S):**

Declare vacant Seat C3 – EMS Training Institution Representative, on the Emergency Medical Care Committee (EMCC) and DIRECT the Clerk of the Board to post this vacancy, as recommended by the Health Services Director.

**FISCAL IMPACT:**

No fiscal impact.

**BACKGROUND:**

EMCC Member Cameron Metzger provided written notification of his resignation from the EMCC on July 16, 2021 to the Committee staff support person, stating his resignation would be effective July 31, 2021.

**CONSEQUENCE OF NEGATIVE ACTION:**

Failure to declare this vacancy will delay making a new appointment to the seat.

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **08/10/2021**  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: August 10, 2021

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

By: Stacey M. Boyd, Deputy

Contact: Marshall Bennett,  
925-608-5454

cc:



Contra  
Costa  
County

To: Board of Supervisors  
From: Karen Mitchoff, District IV Supervisor  
Date: August 10, 2021

Subject: Accept Resignation of Tom Aswad to the District IV Seat of the Alcohol and Other Drugs Advisory Board

---

**RECOMMENDATION(S):**

ACCEPT the resignation of Tom Aswad, DECLARE a vacancy for the District IV Seat on the Alcohol and Other Drugs Advisory Board to complete the term with an expiration date of June 30, 2023.

**FISCAL IMPACT:**

none

**BACKGROUND:**

The mission of the Contra Costa County Alcohol and Other Drugs Advisory Board is to assess family and community needs regarding treatment and prevention of alcohol and drug abuse problems. The Alcohol and Other Drugs Advisory Board works in collaboration with the Alcohol and Other Drugs Services of Contra Costa Health Services. They provide input and recommendations as they pertain to alcohol and other drugs prevention, intervention, and treatment services.

Tom Aswad was appointed to the Alcohol and Other Drugs Advisory

---

APPROVE  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **08/10/2021**  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: August 10, 2021

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

By: Stacey M. Boyd, Deputy

Contact: Chris Wikler,  
(925)521-7100

cc:



BACKGROUND: (CONT'D)

Board in 1992, and has served 22 years in the District IV Seat, with his most recent full term ending on June 30, 2020. Mr. Aswad submitted his letter of resignation.

CONSEQUENCE OF NEGATIVE ACTION:

The vacancy will not be recognized and the seat will not be filled with an eligible representative.



Contra  
Costa  
County

To: Board of Supervisors  
From: FAMILY & HUMAN SERVICES COMMITTEE  
Date: August 10, 2021

Subject: Appointments to the Workforce Development Board

---

**RECOMMENDATION(S):**

APPOINT the following individuals to the Workforce Development Board seats identified below, with terms expiring June 30, 2025:

1. Douglas R. Lezameta (Concord) to the Business Seat #5,
2. Lauren D. Johnson (Martinez) to the Business Seat #6,
3. Steve Older (Concord) to the Workforce & Labor Seat #4, and
4. Traci Young (Oakland) to the Workforce & Labor Seat #5

**FISCAL IMPACT:**

There is no fiscal impact.

**BACKGROUND:**

On January 7, 2020, the Board of Supervisors (BOS) adopted Resolution No. 2020/1 revising policy governing appointments to boards, committees, and commissions that are advisory to the BOS.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **08/10/2021**  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: August 10, 2021

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

By: Stacey M. Boyd, Deputy

Contact: Enid Mendoza, (925)  
655-2051

cc:

## BACKGROUND: (CONT'D)

Section III.A. of this resolution states that when an advisory body conducts interviews for at-large/countywide seats, the body's recommendation will be provided to a Board committee for further review, along with all applications received for the applicable seat(s). In all cases, the Board Committee decides which applicants to nominate for full Board action.

The Workforce Development Board implements federal requirements for programs to address the education, skills, and employment needs for a skilled workforce, and that lead to an increase in the skills and earnings of Contra Costa residents.

On March 14, 2016, the Family and Human Services Committee (FHS) accepted the Employment and Human Services Department's recommendation to decertify the then-current Workforce Investment Act local Board and re-certify a new board structure in compliance with the new Workforce Innovation and Opportunity Act (WIOA). FHS approved these recommendations, and the Board did the same at its March 29, 2016 meeting. Under new standards in WIOA (2016) and as adopted by the Board on March 29, 2016, the new Workforce Development Board structure is: a total of 23 required seats and 2 "optional seats", consisting of: 13 Business representatives, 5 Workforce representatives, and 5 Education and Training representatives as follows: (1) Adult Education/Literacy; (2) Higher Education; (3) Economic & Community Development; (4) Wagner Peyser representative; (5) Vocational Rehabilitation. Also two additional "optional" seats that may be filled from any of the 3 categories above.

At the July 26, FHS meeting, the Committee approved the recommendations of the Workforce Development Board, as approved at their July 14, 2021 Executive Commtee meeting, to appoint Douglas R. Lezameta to the Business Seat #5, Lauren D. Johnson to the Business Seat #6, Steve Older to the Workforce & Labor Seat #4, and Traci Young to the Workforce & Labor Seat #5 of the Workforce Development Board with terms expiring June 30, 2025.

## CONSEQUENCE OF NEGATIVE ACTION:

The seats will remain unfilled.

## ATTACHMENTS

WDB Memo to FHS

Redacted Seat Applications

WDB Roster



MEMORANDUM

**DATE:** July 20, 2021  
**TO:** Family and Human Services Committee  
**CC:** Dennis Bozanich, CAO Sr. Deputy County Administrator  
Enid Mendoza, CAO Sr. Deputy County Administrator  
**FROM:** Tamia Brown, Executive Director  
**SUBJECT:** **Appointment to Workforce Development Board**

---

This memorandum requests the Family and Human Services Committee recommend to the Contra Costa County Board of Supervisors the appointment of the following candidates to the new WIOA compliant Workforce Development Board of Contra Costa County.

**Background:**

Local board structure and size:

Compared to predecessor legislation, the Workforce Innovation and Opportunity Act (WIOA) substantially changes Local Board composition by reducing local workforce development board size while maintaining a business and industry majority and ensuring representation from labor and employment and training organizations.

To meet the categorical membership percentages, the WDB recommended a board of twenty-five (25) members. This option represents the minimum required local board size under WIOA plus an additional six (6) optional representatives in the following enumerated categories: 1) business; 2) workforce; 3) education and training.

Category – Representatives of Business (WIOA Section 107(b)(2)(A))

- Thirteen (13) representatives (52%)

Category – Representatives of Workforce (WIOA Section 107(b)(2)(A))

- Five (5) representatives (20%)

Category – Representatives of Education and Training (WIOA Section 107(b)(2)(C))

- One (1) Adult Education/Literacy Representative (WIOA title II)
- One (1) Higher Education Representative
- One (1) Economic and Community Development Representative
- One (1) Wagner Peyser Representative
- One (1) Vocational Rehabilitation Representative

Two (2) additional seats from the above categories, including constituencies referenced in Attachment III of Training Employment & Guidance Letter (TEGL) 27-14.

**Recommendation:**

a) Recommend approval of local board candidate for the vacant board seats. *(Attached application and board roster) - Approved on July 14, 2021 at the Executive Committee Meeting*

- **Douglas R. Lezameta** – Business Seat # 5
- **Lauren D. Johnson** – Business Seat #6
- **Steve Older** – Workforce & Labor Seat #4
- **Traci Young** - Workforce & Labor Seat #5

*\*\*No other candidate competed for the Business Seat #5 & #6 and for Workforce Labor Seat #4 & #5. \*\**

**NEW APPOINTMENT**

<b>Seat</b>	<b>Last Name</b>	<b>First Name</b>	<b>Address &amp; District #</b>	<b>Term Start Date</b>	<b>Term of Expiration</b>	<b>District (Resident)</b>
Business Seat #5	Lezameta	Douglas R.	Martinez, CA District #4	8/1/2021	6/30/2025	District #4
Business Seat # 6	Johnson	Lauren D.	Martinez, CA District #5	8/1/2021	6/30/2025	District #5
Workforce & Labor Seat # 4	Older	Steve	Concord, CA District #4	8/1/2021	6/30/2025	District #4
Workforce & Labor Seat #5	Young	Traci	Martinez, CA District #5	8/1/2021	6/30/2025	District #5

Thank you

/rms  
attachment

# Application Form

## Profile

Douglas

First Name

R

Middle Initial

Lezameta

Last Name

[Redacted]

Home Address

[Redacted]

Suite or Apt

Concord

City

CA

State

[Redacted]

Postal Code

[Redacted]

Primary Phone

[Redacted]

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

Universidad Ricardo Palma

#### Degree Type / Course of Study / Major

Civil Engenieering

#### Degree Awarded?

Yes  No

### College/ University B

#### Name of College Attended

John Logie Baird

**Degree Type / Course of Study / Major**

---

Mass Communication

**Degree Awarded?**

---

Yes  No

---

**College/ University C**

**Name of College Attended**

---

ESAN

**Degree Type / Course of Study / Major**

---

Business

**Degree Awarded?**

---

Yes  No

---

**Other schools / training completed:**

**Course Studied**

---

Entrepreneurship

**Hours Completed**

---

160

**Certificate Awarded?**

---

Yes  No

---

**Board and Interest**

**Which Boards would you like to apply for?**

---

Workforce Development Board: Submitted

**Seat Name**

---

Douglas Lezameta

**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?**

---

Douglas R Lezameta

**Please explain why you would like to serve on this particular board, committee, or commission.**

I would like to represent the Hispanic Community by serving in this board, I believe that I can be the bridge between the resources and plans available and bring it to our community in Contra Costa

---

### **Qualifications and Volunteer Experience**

**I would like to be considered for appointment to other advisory boards for which I may be qualified.**

Yes  No

**Are you currently or have you ever been appointed to a Contra Costa County advisory board, commission, or committee?**

Yes  No

**List any volunteer or community experience, including any advisory boards on which you have served.**

---

**Describe your qualifications for this appointment. (NOTE: you may also include a copy of your resume with this application)**

Currently I am serving was a President of The Hispanic Chamber of Commerce of Contra Costa County and in priors years I served as a board member, I have a deep understating of what our Hispanic Community needs and how to reach out to them to deliver the information and help they need.

[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:**

---

I am the President of The Hispanic Chamber of Commerce and The Workforce Development Board of Contra Costa County is a member of our organization

**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



**Director at Large (Jan 2015 –Now)**

**Contra Costa Hispanic Chambers of Commerce (Walnut Creek California)**

Responsible for Marketing and Communication strategies to increase the value proposition for the Hispanic Chambers of Commerce membership.

**Business Advisor (Jul 2012 –March 2013)**

**SBDC (San Jose California)**

Provided advice to Business owners on Marketing, Social Media and HR.

**Host and Producer (Set 2009 –Feb 2010)**

**En Buenas Manos KIQI 1010 AM (San Francisco California)**

Host and Producer of Spanish Talk Show in the Bay Area conducting interviews, reporting news highlights, and interviewing professionals that provide information relevant for the community.

**Host and Director (Feb 2010 –May 2012)**

**Casas e Hipotecas KIQI 1010 AM (San Francisco California)**

Host and Director of a Real Estate Show, conducting interviews, scheduling guests, and proposing topics for the show.

**Skills**

- Social Media.
- Computer Skills.
- Mass Communications.
- Media Buying.
- Blogging.
- Video Editing.
- Camera Operation.

☐ On-Camera Experience.

☐ Fluent English – Spanish.

### **Education**

John F Kennedy University.

IEL – Leadership.

John Logie Baird (Lima –Peru).

B.S in Journalism and Mass Communications.

ESAN (Lima- Peru).

Customer Service.

# Application Form

## Profile

Lauren  
First Name

D  
Middle Initial

Johnson  
Last Name

[Redacted]  
Home Address

Suite or Apt

Martinez  
City

CA  
State

[Redacted]  
Postal Code

[Redacted]  
Primary Phone

[Redacted]  
Email Address

### Which supervisorial district do you live in?

District 5

## Education

### Select the option that applies to your high school education \*

High School Diploma

### College/ University A

#### Name of College Attended

USC Law School

#### Degree Type / Course of Study / Major

Juris Doctorate

#### Degree Awarded?

Yes  No

### College/ University B

#### Name of College Attended

U.C. Berkeley

**Degree Type / Course of Study / Major**

---

History and Political Science

**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?**

---

Economic Opportunity Council: Submitted  
Contra Costa Commission for Women and Girls: Submitted  
Workforce Development Board: 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.**

---

I am concerned about the growing income inequalities in Contra Costa County. According to the United Way Bay Area, the top-income families in Contra Costa County earn almost 15.6 times more than low-income families. Moreover, Contra Costa has the highest rate of uninsured children of any Bay Area county. Lastly, the COVID-19 pandemic has led to increased unemployment and homelessness in low-income communities. I want to serve as a member of either the Contra Costa Commission for Women and Girls, the Economic Opportunity Council, or the Workforce Development Board because I am interested in improving and creating economic and employment opportunities for underserved communities in Contra Costa County.

---

### **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 served as a board member of Heaven's Door Cancer Foundation. I have volunteered and worked as a grant writer for A Safe Place, a domestic violence agency in Oakland, CA. I have also been a member of the Junior League of San Francisco and the Buena Vista Auxiliary/Diablo Valley Assistance League.

---

**Describe your qualifications for this appointment. (NOTE: you may also include a copy of your resume with this application)**

---

I am qualified for an appointment to an advisory board because I am committed to improving social and economic outcomes for underserved and vulnerable populations. I believe the critical thinking, verbal and writing skills I have developed as an attorney will assist me as a board member. I am also a team player who believes in the open discussion of ideas and opinions.

[Lauren Johnson Resume 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 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



# Lauren D. Johnson

Attorney

## Contact

### Address

Martinez, CA, 94553

### Phone

[REDACTED]

### E-mail

[REDACTED]

## Skills

Corporate and business legal issues

Case analysis

Legal writing

Dispute arbitration

Litigation

Settlement Negotiation

Case management

Committed and results-oriented lawyer specializing in employment law, business and commercial law, product liability and personal injury. Highly skilled in oral argument and legal research, leading to successful litigation of cases. Expertise in mediation, arbitration and settlement negotiation.

## Work History

2015-06 -

Current

### Founder

*Law Office Of Lauren D. Johnson, San Pablo & Martinez, CA*

- Experienced litigator specializing in employment law, business and commercial law, product liability, and personal injury litigation.
- Provide legal counseling, consultation, and litigation services to employers, businesses, and non-profit organizations.
- Represent employees and employers in various employment matters involving wrongful termination, wage and hour disputes, harassment, discrimination, and retaliation.
- Represent clients during mediations, arbitrations, and settlement negotiations.
- Oversee law firm's day-to-day administrative operations, provide guidance to support staff and enforce compliance with state, federal and local regulations.

2016-10 -

2020-07

### Of Counsel Attorney

*Tenax Law Group, P.C., Richmond, CA*

- Developed strategies to resolve cases in client's best interest.
- Analyzed probable outcomes of cases using knowledge of legal precedents.
- Managed high-volume caseload in most populous and demanding circuit.
- Conducted legal research and conferred with

colleagues with develop strategies and arguments in preparation for presentation of cases.



## Education

---

### **J.D.: Law**

*USC Law School - Los Angeles, CA*

### **Bachelor of Arts: History And Political Science**

*U.C. Berkeley - Berkeley, CA*



## Affiliations

---

Contra Costa County Bar Association

Solano County Bar Association

Black Women Lawyers Association of Northern California

# Application Form

## Profile

Steve \_\_\_\_\_ Older \_\_\_\_\_  
 First Name Middle Initial Last Name

\_\_\_\_\_ Suite or Apt \_\_\_\_\_  
 Home Address

Concord CA \_\_\_\_\_  
 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 \_\_\_\_\_

Degree Type / Course of Study / Major \_\_\_\_\_

Degree Awarded?

Yes  No

### College/ University B

Name of College Attended \_\_\_\_\_

Degree Type / Course of Study / Major \_\_\_\_\_

**Degree Awarded?**

Yes  No

**College/ University C**

**Name of College Attended**

**Degree Type / Course of Study / Major**

**Degree Awarded?**

Yes  No

**Other schools / training completed:**

**Course Studied**

Automotive Technology

**Hours Completed**

**Certificate Awarded?**

Yes  No

---

**Board and Interest**

**Which Boards would you like to apply for?**

Workforce Development Board: Submitted

**Seat Name**

Labor

**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?**

30+

**Please explain why you would like to serve on this particular board, committee, or commission.**

I m a former member of the board and would like to return. My work as a Machinists Union Representative and Apprenticeship chair are directly tied to workforce issues.

Steve Older

---

## 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.

Workforce Development, Concord Citizens Advisory Committee on the Weapons Station Renewal.

Describe your qualifications for this appointment. (NOTE: you may also include a copy of your resume with this application)

I am Chairman and trustee of the Machinists Union Apprenticeship Committee, as well as Area Director of Machinists Local 1173 in Concord and President of the Contra Costa Central Labor Council.

[Upload a Resume](#)

---

## Conflict of Interest and Certification

Do you have a Familial or Financial Relationship with a member of the Board of Supervisors?

Yes  No

If Yes, please identify the nature of the relationship:

Do you have any financial relationships with the County such as grants, contracts, or other economic relations?

Yes  No

If Yes, please identify the nature of the relationship:

**Please Agree with the Following Statement**

---

**I certify that the statements made by me in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith. I acknowledge and understand that all information in this application is publicly accessible. I understand that misstatements and/or omissions of material fact may cause forfeiture of my rights to serve on a board, committee, or commission in Contra Costa County.**

---

I Agree

# Application Form

## Profile

Traci \_\_\_\_\_ Young \_\_\_\_\_  
 First Name Middle Initial Last Name

\_\_\_\_\_ Suite or Apt \_\_\_\_\_  
 Home Address

Oakland CA \_\_\_\_\_  
 City State Postal Code

\_\_\_\_\_ Primary Phone

\_\_\_\_\_ Email Address

### Which supervisorial district do you live in?

District 5

## Education

Select the option that applies to your high school education \*

G.E.D. Certificate

### College/ University A

Name of College Attended

UC Berkeley Ext.

Degree Type / Course of Study / Major

Behavioral Health/Substance Abuse Disorders

Degree Awarded?

Yes  No

### College/ University B

Name of College Attended

Laney College

**Degree Type / Course of Study / Major**

Business

**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**

Cosmetology

**Hours Completed**

1600

**Certificate Awarded?**

Yes  No

**Board and Interest**

**Which Boards would you like to apply for?**

Workforce Development Board: Submitted

**Seat Name**

Cental Labor Council of Contra Costa

**Have you ever attended a meeting of the advisory board for which you are applying?**

Yes  No

**If you have attended, how many meetings have you attended?**



**Please explain why you would like to serve on this particular board, committee, or commission.**

As a Labor representative being part of the board would allow the strengthening of partnerships with other agencies to address workforce issues, local policies the align with the the local workforce and support economic vitality in the region.

---

## **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.**

Current: CLC Racial Justice Committee, Chairperson Reimagining Public Safety Contra Costa Campaign, Affiliate City Council of Emeryville, Stand-in City Council Person Former: Economic Revitalization Action Team, Member Health Works East Bay Advisory Board, Board Seat Emeryville Economic Development Committee, Member

---

**Describe your qualifications for this appointment. (NOTE: you may also include a copy of your resume with this application)**

I have extensive experience managing programs and personnel providing comprehensive career and employment services to disenfranchised populations. A proven record of success leading projects from concept to completion, building equitable relationships, cross-sector leadership, and building equitable Workforce initiatives. Committed to serving and advocating for inclusion, equity, and economic justice.  
KEY COMPETENCIES

---

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

---

---

# Traci Young

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---

Accomplished Program Manager with extensive experience managing programs and personnel providing comprehensive career and employment services to disenfranchised populations. A proven record of success leading projects from concept to completion, building equitable relationships, cross-sector leadership, and coaching individuals to success. Committed to serving and advocating for inclusion, equity, and justice for all.

---

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## KEY COMPETENCIES

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---

Policy Development  
Re-Entry Services  
Strategic Planning

Equity, Inclusion, Diversity  
Social Responsive Impact  
Program Administration

Economic Revitalization  
Workforce Development  
Community Organizing

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---

## PROFESSIONAL EXPERIENCE:

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### **Contra Costa Labor Council, Martinez, CA**

**2020-Present**

*Community Services Director, Labor Liaison to UWBA*

- Cultivate strategic partnerships with community allies and implement jointly developed programs around the issues of income, education, health and safety
- Conduct a program of community services for union members, their families, and working communities
- Develop community mapping tools to identify strategic community partners, analyze existing relationships and identify opportunities to build relationships with key community allies
- Deliver a variety of training curricula to develop union members' leadership skills, including non-profit board training, advocacy for the common good and other programs as needed.

### **Rise Together, Oakland, CA**

**2019-2020**

*Fair Chance Hiring Impact Manager*

- Developed strategic plans and performed tasks including community organizing, committee headship, and led various activities that provided context advocating for policy reform
- Created strategies to increase employer engagement and knowledge fair chance hiring practices
- Executed strategic plans and performed tasks such as writing policy documents and committee memos that summarized activities and provided context advocating for system improvements
- Organized Ban the Box trainings for formerly incarcerated individuals and employers
- Identified service providers to act as an informed referral agency, clearing houses of information and legal services for individuals with conviction histories seeking resources

### **Rubicon Programs, Richmond, CA**

**2011-2019**

*Workforce Services Manager, 2013-2016*

- Led career development planning consistent with programs' mission of providing training, education, and skill-building opportunities meeting proficiency demands of local employers
- Worked in collaboration with Alameda and Contra Costa County agencies to leverage resources and funds for education and training opportunities for populations facing barriers to employment
- Managed career services staff and operations to ensure efficient and effective programming
- Assessed fiscal budgets, allocated spending, oversaw program costs, compliance, and reporting
- Used data management systems to establish, timelines, outcomes and generate reports
- Developed and maintained business relationships with local businesses and hiring managers and business strategies that increased business engagement and employment placements
- Recruited, interviewed, extended employment offers, and communication of onboarding processes with internal program managers to insure seamless integration of new staff

### **Rubicon Programs Cont.**

*Lead Career Specialist, 2011-2013*

- Created leads matching clients' qualifications with job requirements, and employer specifications
- Consistently placed clients in employment, while meeting and exceeding monthly placement goals
- Developed resources for and conducted vocational, employment, and educational workshops
- Led various recruiting strategies, delivering well-qualified applicants to employers
- Worked with participants providing coaching to support education and career goals

**Computer Technologies Program, Berkeley, CA**

**2010-2011**

*Business & Employment Development Manager*

- Performed assessments, case management, and provided progress reports
- Provided career coaching for people with disabilities and other underserved populations
- Assisted clients with career development, resume composition, and interview techniques
- Developed partnerships with business owners, agencies, and corporate companies
- Supported graduates in securing educationally related employment via outreach and advocacy

**Peralta Parent Teacher Group, Oakland, CA**

**2006-2010**

*Enrichment Program Community Liaison*

- Oversaw and provided leadership to school volunteers working towards enrichment expansion
- Developed and secured partnerships and support of Oakland Unified School District Leaders
- Consulted with school district leaders, private agency directors, and families, for service evaluations
- Successfully developed new after-school enrichment program combining state and private funding
- Advocated for mental health counseling to be offered to enrolled students

**EDUCATION & TRAINING:**

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Behavioral Health & Substance Abuse Counseling, UC Berkeley Extension  
Business Administration & Theater Arts, Peralta Colleges  
Motivational Interviewing, School of Social Welfare  
Trauma-Informed Care, Teaching Institute of Learning  
Coaching for Transformation, Leadership That Works  
Assault Crisis Train the Trainer, Pro-Act Inc

**AFFILIATIONS:**

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**Current:**

CLC Racial Justice Committee, Chairperson  
Reimagining Public Safety Contra Costa Campaign, Affiliate  
City Council of Emeryville, Stand-in City Council Person

**Former:**

Economic Revitalization Action Team, Member  
Health Works East Bay Advisory Board, Board Seat  
Emeryville Economic Development Committee, Member



## BOARD MEMBERS PUBLIC ROSTER

Name	Seat #	Appointment Date	District # (Resident)	Term Start Date	Term End Date	Title	Entity	District # (Employment)	Committee
Michael McGill	1	6/23/2020	District #2	7/1/2020	6/30/2024	Chairperson/Engineer	MMS Design Associates	District #2	EXEC/YOUTH
Joshua Aldrich	2	10/9/2018	District #3	10/1/2018	6/30/2022	CEO	Del Sol NRG. Inc.	District #3	BED
Yolanda Vega	3	6/23/2020	District #2	7/1/2020	6/30/2024	Principal	Peak Performance Corporate Training	District #2	EXEC
Terry Curley	4	10/9/2018	District #2	10/1/2018	6/30/2022	Executive Vice President	United Business Bank	District #4	EXEC/BED
<b>Douglas R. Lezameta (Exec. Cmte. Approved Appointment 07.14.21)</b>	5		District #4		6/30/2025	Founder	Fusion Latina Network	District #4	
<b>Lauren D. Johnson (Exec. Cmte. Approved Appointment 07.14.21)</b>	6		District #5		6/30/2025	Founder	Law Office of Lauren D. Johnson	District #5	
Stacey Marshall	7	6/23/2020	District #1	7/1/2020	6/30/2024	Manager Human Resources	American Sugar Refining, Inc.	District #5	BED
Carolina Herrera	8	7/14/2020	District #4	7/1/2020	6/30/2024	Manager, Community & Government Relations	Kaiser Permanente	District #4	BED
Robert Muller	9	3/12/2019	District #5	3/1/2019	6/30/2023	Learning Manager	PBF Energy	District #5	YOUTH
Laura Trevino	10	7/14/2020	District #5	7/1/2020	6/30/2024	Business Profile Account Manager	Coast Personal Services	District #5	YOUTH
Stephanie Rivera	11	7/14/2020	District #4	7/1/2020	6/30/2024	Director, Community Health Improvement	John Muir Health	District #4	BED
Monica Magee	12	8/11/2020	District #5	7/1/2020	6/30/2024	Director of Marketing	Bishop Ranch	District #2	BED
Corry Kennedy	13	7/14/2020	District #4	7/1/2020	6/30/2024	Human Resource Manager	Chevron	District #2	BED

Name	Seat #	Appointment Date	District # (Resident)	Term End Date	Title	Entity	District # (Employment)	Committee
<b>Thomas Hansen (Exec.Cmte. Approved Re-appointment 06.15.2021)</b>	1		District #5	6/30/2025	Business Manager	IBEW Local 302	District #5	EXEC
Joshua Anijar	2	12/10/2019	District #X	12/1/2019	Executive Director	Centra Labor Council Contra Costa County	District #5	EXEC
<b>Timothy Jefferies (Exec. Cmte. Approved Appointment 06.15.2021)</b>	3		District #5	6/30/2025		BM Local 549	District #5	
<b>Steve Older (Exec. Cmte. Approved Appointment 07.14.2021)</b>	4		District #4	6/30/2025	Area Director	Local 1173 Concord	District #4	
<b>Traci Young (Exec. Cmte. Approved Appointment 07.14.2021)</b>	5		District #5	6/30/2025	Community Services Director, Labor Liaison UWBA	Contra Costa Labor Council	District #5	

Name	Seat #	Appointment Date	District # (Resident)	Term End Date	Title	Entity	District # (Employment)	Committee
VACANT	1		District #X	6/30/20XX			District #X	
Kelly Schelin	2	7/14/2020	District #5	7/1/2020	Associate Vice Chancellor, Educational Services	Contra Costa College	District #1	BED

Name	Seat #	Appointment Date	District # (Resident)	Term End Date	Title	Entity	District # (Employment)	Committee	
Carol Asch	1	6/23/2020	District #X	7/1/2020	6/30/2024	Rehabilitation Act of 1973/District Administrator	California Department of Rehabilitation	District #4	YOUTH
Richard Johnson	2	6/23/2020	District #4	7/1/2020	6/30/2024	Employment Service/Employment Prog.Manager II	California Employment Development Department	District #4	BED
Kwame Reed	3	6/23/2020	District #X	7/1/2020	6/30/2024	Economic Development Director	City of Antioch	District #3	EXEC/BED

Name	Seat #	Appointment Date	District # (Resident)	Term End Date	Title	Entity	District # (Employment)	Committee	
Leslay Choy	1	7/14/2020	District #1	7/1/2020	6/30/2024	Executive Director	San Pablo Economic Development	District #1	BED
DeVonn Powers	2	12/8/2020	District #X	12/1/2020	6/30/2024	Founder Chief Exec.Officer	Humanity Way, Inc.	District #X	

- BUSINESS
- WORKFORCE & LABOR
- EDUCATION AND TRAINING
- GOVERNMENTAL AND ECONOMIC AND COMMUNITY DEVELOPMENT
- FLEX ADDITIONAL MEMBERS
- PENDING APPROVAL/CONFIRMATION
- VACANT SEAT
- TERM END DATE

- | COMMITTEE |                              |
|-----------|------------------------------|
|           | Exec EXECUTIVE COMMITTEE     |
|           | BED BUSINESS ECONOMIC & DEV. |
|           | Youth YOUTH COMMITTEE        |
|           | N/A NOT ASSIGNED             |



Contra  
Costa  
County

To: Board of Supervisors  
From: PUBLIC PROTECTION COMMITTEE  
Date: August 10, 2021

Subject: Appointments to the Juvenile Justice Coordinating Council At-Large Youth Seats

---

**RECOMMENDATION(S):**

APPOINT Carlos Fernandez and Sydney Mendez to the two (2) At-Large Youth Representative Seats on the Juvenile Justice Coordinating Council with a term of two years ending on June 30, 2023.

**FISCAL IMPACT:**

No fiscal impact.

**BACKGROUND:**

The Juvenile Justice Coordinating Council (JJCC) is a multiagency advisory body that informs the development and implementation of a countywide juvenile justice plan. On March 23, 2021, the Board of Supervisors declared two (2) At-Large Youth (ages 14-25) seats vacant and recommended that the Chief Probation Officer work with the Clerk of the Board to post the vacancies. On April 1, 2021, the Probation Department issued a press release to announce the recruitment for the two (2) vacant At-Large Youth seats on the JJCC. No applications were received for the Youth seats. On June 21, 2021 the Probation Department reissued the press release to recruit for the two (2) vacant At-Large Youth seats. In response to the Press Release, Probation received a total of six (6) applications for the two (2) vacant At-Large Youth seats prior to the July 9, 2021 deadline. All

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **08/10/2021**  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: August 10, 2021

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

By: Stacey M. Boyd, Deputy

Contact: Paul Reyes,  
925-655-2049

cc:

BACKGROUND: (CONT'D)

applicants were considered and invited to participate in public interviews scheduled for Public Protection Committee (PPC) meeting on July 26, 2021. There were three (3) applicants in attendance at the July PPC meeting, all of whom were interviewed. After the interviews were conducted, the PPC recommended Carlos Fernandez and Sydney Mendez be appointed to the JJCC by the Board of Supervisors for a term of two years ending June 30, 2023.

CONSEQUENCE OF NEGATIVE ACTION:

If this action is not approved, the At-Large Youth Representative Seats will remain vacant.



Contra  
Costa  
County

To: Board of Supervisors  
From: David O. Livingston, Sheriff-Coroner  
Date: August 10, 2021

Subject: Educational Courses for the Law Enforcement Training Center

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Sheriff-Coroner, or designee, to execute a contract with the Contra Costa Community College District to pay the County an amount not to exceed \$554,625 to provide educational courses at the Law Enforcement Training Center for the period July 1, 2021 through June 30, 2022.

**FISCAL IMPACT:**

No County costs. \$554,625 revenue. The College District will pay the Office of the Sheriff \$3.75 per student instructional hour that is eligible for state general apportionment less guest lecturer costs and standard student enrollment fees.

**BACKGROUND:**

The Contra Costa Community College District provides educational courses through its various programs to meet the needs of the Office of the Sheriff's Training Program. The Contra Costa Community College District will transcript all acceptable coursework for the Office of the Sheriff's Law Enforcement Training Center students.

**CONSEQUENCE OF NEGATIVE ACTION:**

The Office of the Sheriff will not be able to transcript certain classes taken by students of the Law Enforcement Training Center (LETC). In addition, \$3.75 per student instructional hour will not be claimable, resulting in a budget shortfall of \$554,625 in the LETC Enterprise Fund for fiscal year 2021/22.

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APPROVE  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **08/10/2021**  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: August 10, 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: Kathy Gallagher, Employment & Human Services Director  
Date: August 10, 2021

Subject: 2021 LIHEAP ARP Act Program Contract for Low Income Home Energy Assistance Program

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**RECOMMENDATION(S):**

ADOPT Resolution No. 2021/253 to approve and authorize the Employment and Human Services Director, or designee, to execute a contract with the California Department of Community Services and Development in the amount of \$4,692,311 for low income home energy assistance program for the period August 1, 2021 through March 31, 2023.

**FISCAL IMPACT:**

100% Federal Funds through the California Department of Community Services and Development State Agreement No. 21V-5554; County Contract No. 39-967-0  
No County Match  
CFDA# 93.568

**BACKGROUND:**

The County is to receive funding from the State Department of Community Services and Development to provide energy bill assistance payments to county residents who are financially impacted by the COVID-19 pandemic through the American Rescue Plan Act (ARPA) Contract under the Low Income Home Energy

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APPROVE  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **08/10/2021**  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: August 10, 2021

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

By: Laura Cassell, Deputy

Contact: CSB (925) 681-6389

cc: Theo Trinh, Nelly Ige (Escobar)

BACKGROUND: (CONT'D)

Assistance Program (LIHEAP) and the Energy Crisis Intervention Program (ECIP). Emergency Heating and Cooling Services will be offered under this contract. In addition, residents may also qualify for the Utility Assistance Program, which provides a credit on their energy bills. These funds are to promptly and efficiently provide relief on a first-come, first-served basis to eligible households impacted by the pandemic, with an emphasis on utility assistance. All applicants who are income qualified and meet all other Low Income Home Energy Assistance Program (LIHEAP) eligibility requirements are eligible for services.

This funding is to help prevent, prepare for or respond to the COVID-19 pandemic.

CONSEQUENCE OF NEGATIVE ACTION:

If not approved, County may not receive funding to operate 2021 LIHEAP ARP Act Contract for LIHEAP.

AGENDA ATTACHMENTS

Resolution 2021/253

Planning Allocation Spreadsheet

MINUTES ATTACHMENTS

signed Res 2021/253

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

Adopted this Resolution on 08/10/2021 by the following vote:

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



**Resolution No. 2021/253**

**In The Matter Of:** 2021 LIHEAP ARP Act Program Contract for Low Income Home Energy Assistance Program

**WHEREAS**, the County is to receive funding from the State Department of Community Services and Development to provide energy bill assistance payments to county residents who are financially impacted by the COVID-19 pandemic through the American Rescue Plan Act (ARPA) Contract under the Low Income Home Energy Assistance Program (LIHEAP) and the Energy Crisis Intervention Program (ECIP), and **WHEREAS**, Emergency Heating and Cooling Services will be offered under this contract, and **WHEREAS**, in addition, residents may also qualify for the Utility Assistance Program, which provides a credit on their energy bills, and **WHEREAS**, these funds are to promptly and efficiently provide relief on a first-come, first-served basis to eligible households impacted by the pandemic, with an emphasis on utility assistance, and **WHEREAS**, all applicants who are income qualified and meet all other Low Income Home Energy Assistance Program (LIHEAP) eligibility requirements are eligible for services, and **WHEREAS**, this funding is to help prevent, prepare for or respond to the COVID-19 pandemic.

**Now, Therefore, Be it Resolved:** the Contra Costa County Board of Supervisors approve and authorize the Employment and Human Services Director, or designee, to execute a contract with the California Department of Community Services and Development in the amount of \$4,692,311 for the period August 1, 2021 through March 31, 2023.

I hereby certify that this 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: CSB (925) 681-6389**

**ATTESTED: August 10, 2021**

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

By: Laura Cassell, Deputy

**cc:** Theo Trinh, Nelly Ige (Escobar)

2021 LIHEAP ARP ACT

PLANNING ALLOCATION SPREADSHEET

State of California  
 Department of Community Services and Development  
 Total 2021 LIHEAP ARP Contract  
 Planning Allocation

County/Service Territory	Contract Number	Supplemental Funds (Use TBD)	Allowable Admin	Allowable A16	Allowable Intake	Allowable Outreach	Remaining Program Funds	Total Contract Allocation
1 Alameda County - Spectrum Community Services, Inc.	21V-5550	130,046	281,531	280,981	382,925	239,328	4,164,316	5,479,127
2 Amador/Tuolumne Service Territory - Amador-Tuolumne CAA								
Amador County		9,478	16,400	16,465	22,299	13,937	242,495	321,074
Calaveras County		14,021	24,261	24,358	32,988	20,617	358,738	474,983
Tuolumne County		26,501	45,858	46,041	62,353	38,970	678,083	897,806
Service Territory Total	21V-5551	50,000	86,519	86,864	117,640	73,524	1,279,316	1,693,863
3 Butte County - CAA of Butte County, Inc.	21V-5552	72,176	156,250	155,945	212,524	132,828	2,311,198	3,040,921
4 Colusa Service Territory - Glenn County Health and Human Services Agency								
Colusa County		14,382	9,884	10,368	13,403	8,377	145,762	202,176
Glenn County		20,435	14,043	14,731	19,043	11,903	207,100	287,255
Trinity County		15,183	10,434	10,945	14,149	8,844	153,872	213,427
Service Territory Total	21V-5553	50,000	34,361	36,044	46,595	29,124	506,734	702,858
5 Contra Costa Co. - Contra Costa Employment & Human Services Dept/CSB	21V-5554	111,371	241,102	240,631	327,937	204,961	3,566,309	4,692,311
6 Del Norte County - Del Norte Senior Center, Inc.	21V-5555	50,000	47,523	48,869	64,525	40,327	701,699	952,943
7 El Dorado Service Territory - El Dorado Co. Health & Human Services Agency								
Alpine County		873	1,890	1,886	2,571	1,607	27,954	36,781
El Dorado County		61,963	134,140	133,878	182,451	114,032	1,984,155	2,610,619
Service Territory Total	21V-5556	62,836	136,030	135,764	185,022	115,639	2,012,109	2,647,400
8 Fresno County - Fresno County Economic Opportunities Commission	21V-5557	256,958	556,274	555,188	756,620	472,887	8,228,242	10,826,169
9 Humboldt Service Territory - Redwood CAA								
Humboldt County		54,147	117,219	116,991	159,437	99,648	1,733,874	2,281,316
Modoc Co. (WEATHERIZATION/ASSURANCE 16)	TBD	0	0	0	0	0	0	0
Service Territory Total	21V-5558	54,147	117,219	116,991	159,437	99,648	1,733,874	2,281,316
10 Imperial Service Territory - Campesinos Unidos, Inc.								
Imperial County		25,551	55,315	55,207	75,237	47,023	818,196	1,076,529
San Diego County - Area A		139,987	303,050	302,458	412,195	257,622	4,482,622	5,897,934
Service Territory Total	21V-5559	165,538	358,365	357,665	487,432	304,645	5,300,818	6,974,463
11 Inyo Service Territory - Inyo Mono Advocates for Community Action, Inc.								
Inyo County		22,153	12,571	13,384	17,031	10,645	185,210	260,994
Mono County		27,847	15,801	16,824	21,408	13,380	232,810	328,070
Service Territory Total	21V-5560	50,000	28,372	30,208	38,439	24,025	418,020	589,064
12 Kern County - Community Action Partnership of Kern	21V-5561	234,279	507,178	506,187	689,841	431,150	7,502,020	9,870,655
13 Kings County - Kings Community Action Organization, Inc.	21V-5562	50,000	68,750	69,551	93,436	58,398	1,016,117	1,356,252
14 Lake Service Territory - North Coast Energy Services, Inc.								
Lake County		31,196	67,534	67,402	91,856	57,410	998,941	1,314,339
Mendocino County		37,667	81,544	81,385	110,912	69,321	1,206,171	1,587,000
Napa County		15,637	33,851	33,785	46,043	28,777	500,720	658,813
Solano County		41,087	88,946	88,772	120,980	75,613	1,315,663	1,731,061
Sonoma County		65,728	142,290	142,013	193,537	120,961	2,104,715	2,769,244
Yolo County		32,815	71,040	70,901	96,625	60,391	1,050,801	1,382,573
Service Territory Total	21V-5563	224,130	485,205	484,258	659,953	412,473	7,177,011	9,443,030
15 Lassen County - Lassen Economic Development Corporation	21V-5564	50,000	36,718	38,341	49,807	31,129	541,651	747,646
Los Angeles County								
16 Area A - Maravilla Foundation	21V-5565	417,958	904,815	903,051	1,230,692	769,182	13,383,772	17,609,470
17 Area B - Pacific Asian Consortium in Employment	21V-5566	295,453	639,610	638,361	869,970	543,731	9,460,922	12,448,047
18 Area C - Long Beach Community Action Partnership	21V-5567	257,761	558,012	556,922	758,983	474,364	8,253,947	10,859,989
19 Madera County - Community Action Partnership of Madera County, Inc.	21V-5568	50,000	74,423	75,079	101,163	63,227	1,100,144	1,464,036

2021 LIHEAP ARP ACT

PLANNING ALLOCATION SPREADSHEET

State of California  
 Department of Community Services and Development  
 Total 2021 LIHEAP ARP Contract  
 Planning Allocation

County/Service Territory	Contract Number	Supplemental Funds (Use TBD)	Allowable Admin	Allowable A16	Allowable Intake	Allowable Outreach	Remaining Program Funds	Total Contract Allocation
20 Marin County - Community Action Marin (NON WEATHERIZATION/ASSURANCE 16)	21V-5569	50,000	49,080	50,385	66,644	41,653	724,753	982,515
21 Mariposa County - Mariposa County Human Services Department	21V-5570	50,000	28,725	30,552	38,920	24,325	423,246	595,768
22 Merced County - Merced County CAA	21V-5571	64,440	139,503	139,231	189,745	118,592	2,063,486	2,714,997
23 Modoc - T.E.A.C.H. Inc. (NON WEATHERIZATION/ASSURANCE 16)	21V-5572	50,000	12,479	14,723	16,792	10,495	182,619	287,108
24 Orange County - Community Action Partnership of Orange County	21V-5573	171,439	371,139	370,414	504,807	315,504	5,489,779	7,223,082
25 Placer Service Territory - Project GO, Inc.								
Nevada County		41,437	89,704	89,529	122,012	76,257	1,326,882	1,745,821
Placer County		48,819	105,685	105,479	143,748	89,843	1,563,261	2,056,835
Service Territory Total	21V-5574	90,256	195,389	195,008	265,760	166,100	2,890,143	3,802,656
26 Plumas Service Territory - Plumas Co. Community Development Commission								
Plumas County		42,341	26,773	28,258	36,292	22,683	394,675	551,022
Sierra County		7,659	4,843	5,111	6,565	4,103	71,390	99,671
Service Territory Total	21V-5575	50,000	31,616	33,369	42,857	26,786	466,065	650,693
27 Riverside County - Community Action Partnership of Riverside County	21V-5576	268,839	581,994	580,858	791,603	494,752	8,608,678	11,326,724
28 Sacramento Service Territory - Community Resource Project, Inc.								
Sacramento County		203,662	440,896	440,035	599,687	374,805	6,521,605	8,580,690
Sutter County		18,018	39,007	38,931	53,055	33,160	576,974	759,145
Yuba County		19,897	43,074	42,990	58,587	36,616	637,132	838,296
Service Territory Total	21V-5577	241,577	522,977	521,956	711,329	444,581	7,735,711	10,178,131
29 San Benito Co. - HHSA, Comm. Svcs. & Wkfs. Dev. (NON WEATHERIZATION/A16)	21V-5578	50,000	18,900	20,979	25,537	15,961	277,719	409,096
30 San Bernardino County - Community Action Partnership of San Bernardino Co.	21V-5579	267,848	579,851	578,719	788,687	492,930	8,576,978	11,285,013
31 San Diego County - Area B - Metropolitan Area Advisory Committee	21V-5580	65,911	142,688	142,410	194,078	121,299	2,110,605	2,776,991
32 San Joaquin Co. - San Joaquin Co. Dept. of Aging & Community Services	21V-5581	122,921	266,105	265,585	361,944	226,216	3,936,146	5,178,917
33 San Luis Obispo Co. - Community Action Partnership of San Luis Obispo Co., Inc.	21V-5582	50,000	72,401	73,108	98,408	61,505	1,070,188	1,425,610
34 Santa Barbara Co. - Community Action Commission of Santa Barbara County	21V-5583	54,421	117,814	117,584	160,245	100,154	1,742,668	2,292,886
35 Santa Clara Co. - Sacred Heart Community Service (NON WEATHERIZATION/A16)	21V-5584	130,952	283,490	282,936	385,590	240,994	4,193,295	5,517,257
36 Santa Cruz Service Territory - Central Coast Energy Services, Inc.								
Monterey County		69,305	150,035	149,742	204,070	127,544	2,219,267	2,919,963
San Francisco County		62,280	134,826	134,563	183,385	114,615	1,994,310	2,623,979
San Mateo County		53,656	116,157	115,930	157,991	98,745	1,718,154	2,260,633
Santa Cruz County		41,455	89,745	89,570	122,067	76,291	1,327,480	1,746,608
Marin County (WEATHERIZATION/ASSURANCE 16)	TBD	0	0	0	0	0	0	0
San Benito County (WEATHERIZATION/ASSURANCE 16)	TBD	0	0	0	0	0	0	0
Santa Clara County (WEATHERIZATION/ASSURANCE 16/EHCS)	TBD	0	0	0	0	0	0	0
Service Territory Total	21V-5585	226,696	490,763	489,805	667,513	417,195	7,259,211	9,551,183
37 Shasta/Tehama Service Territory - Self-Help Home Improvement Project, Inc.								
Shasta County		55,625	120,421	120,186	163,791	102,369	1,781,226	2,343,618
Tehama County		23,646	51,190	51,090	69,627	43,517	757,191	996,261
Service Territory Total	21V-5586	79,271	171,611	171,276	233,418	145,886	2,538,417	3,339,879
38 Siskiyou County - Great Northern Services	21V-5587	50,000	86,416	86,764	117,498	73,437	1,277,791	1,691,906
39 Stanislaus County - Central Valley Opportunity Center, Incorporated	21V-5588	106,883	231,386	230,935	314,721	196,701	3,422,599	4,503,225
40 Tulare County - Community Services & Employment Training, Inc.	21V-5589	147,999	320,393	319,768	435,785	272,365	4,739,161	6,235,471
41 Ventura County - Community Action of Ventura County, Inc.	21V-5590	68,164	147,563	147,275	200,709	125,443	2,182,713	2,871,867

TOTALS 5,090,270    10,180,540    10,180,540    13,845,531    8,653,464    150,570,190    198,520,535

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

Adopted this Resolution on 08/10/2021 by the following vote:

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

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



**Resolution No. 2021/253**

**In The Matter Of:** 2021 LIHEAP ARP Act Program Contract for Low Income Home Energy Assistance Program

**WHEREAS**, the County is to receive funding from the State Department of Community Services and Development to provide energy bill assistance payments to county residents who are financially impacted by the COVID-19 pandemic through the American Rescue Plan Act (ARPA) Contract under the Low Income Home Energy Assistance Program (LIHEAP) and the Energy Crisis Intervention Program (ECIP), and **WHEREAS**, Emergency Heating and Cooling Services will be offered under this contract, and **WHEREAS**, in addition, residents may also qualify for the Utility Assistance Program, which provides a credit on their energy bills, and **WHEREAS**, these funds are to promptly and efficiently provide relief on a first-come, first-served basis to eligible households impacted by the pandemic, with an emphasis on utility assistance, and **WHEREAS**, all applicants who are income qualified and meet all other Low Income Home Energy Assistance Program (LIHEAP) eligibility requirements are eligible for services, and **WHEREAS**, this funding is to help prevent, prepare for or respond to the COVID-19 pandemic.

**Now, Therefore, Be it Resolved:** the Contra Costa County Board of Supervisors approve and authorize the Employment and Human Services Director, or designee, to execute a contract with the California Department of Community Services and Development in the amount of \$4,692,311 for the period August 1, 2021 through March 31, 2023.

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

**ATTESTED: August 10, 2021**

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

By: Laura Cassell, Deputy

Contact: CSB (925) 681-6389

cc: Theo Trinh, Nelly Ige (Escobar)



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: August 10, 2021

Subject: Purchase Order for Verge Technologies

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**RECOMMENDATION(S):**

Approve and authorize the Purchasing Agent to execute, on behalf of the Health Services Department, an amendment to the Varonis Technologies master license agreement and a Purchase Order with Verge Technologies, in an amount not to exceed \$1,214,246.43 for the purchase of Varonis Technologies subscriptions for the period from August 1, 2021 through July 31, 2024.

**FISCAL IMPACT:**

Approval of this Purchase Order will result in budgeted expenditures over a three-year period of \$1,214,246.43 (\$421,548.81 year 1, \$396,348.81 year 2, \$396,348.81 year 3) and will be funded 100% by the Hospital Enterprise Fund I revenues.

**BACKGROUND:**

Varonis Technologies is the platform used to identify security threats to our network. HIPAA, the HITECH Act, and Meaningful Use have set up guidelines that require safeguards in computing security. This software will enable us to identify where classified information resides on our network and alert us of any suspicious activity within our network. This software complements our current software to identify and security threats to our network.

---

APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **08/10/2021**  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: August 10, 2021

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

By: Laura Cassell, Deputy

Contact: Patrick Wilson,  
925-335-8700

cc:



CONSEQUENCE OF NEGATIVE ACTION:

Varonis Technologies subscription will no longer identify security threats to our network. Without the subscription, CCHS will be unable to do meet HIPAA, the HITECH Act, and Meaningful Use set up guidelines that require safeguards in computing security. The current system is a security risk given the age of the operating system and hardware.



Contra  
Costa  
County

To: Board of Supervisors  
From: Matt Slattengren, Ag Commissioner/Weights & Measures Director  
Date: August 10, 2021

Subject: Bee Safe Program Agreement

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Agricultural Commissioner, or designee, to execute an agreement with the California Department of Food and Agriculture in an amount not to exceed \$38,153 to reimburse the County for services for the Bee Safe Program for the period July 1, 2021 through June 30, 2022.

**FISCAL IMPACT:**

Approval of this agreement will provide reimbursement to the County in an amount not to exceed \$38,153. There is no county match of funds or grant money involved.

**BACKGROUND:**

The main objectives of the Bee Safe Program are to reduce honeybee stressors through: improved apiary (a place where bees are kept), theft prevention efforts, decreased apiary pest pressure, decreased apiary stress due to pesticide exposure, and increased apiary foraging opportunities. County Agricultural Commissioners are granted authority by the Food and Agricultural Code to enforce various apiary and pest prevention laws (i.e. registration, identification, and placement of hives; inspection and abatement of pests) intended to ensure the vitality of the beekeeping industry and to prevent the introduction into or the spread within the state of pests.

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APPROVE  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **08/10/2021**  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: August 10, 2021

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

By: Laura Cassell, Deputy

Contact: Stephanna 608-6600

cc:

CONSEQUENCE OF NEGATIVE ACTION:

A negative action would result in loss of revenue to the CCC Agricultural Department and a possible threat to the honeybee population not only in Contra Costa County, but statewide.

ATTACHMENTS

Bee Safe Program Agreement

**COOPERATIVE AGREEMENT  
SIGNATURE PAGE**

**AGREEMENT NUMBER  
21-0284-000-SG**

1. This Agreement is entered into between the State Agency and the Recipient named below:  
STATE AGENCY'S NAME  
**CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)**  
RECIPIENT'S NAME  
**COUNTY OF CONTRA COSTA**
2. The Agreement Term is: July 1, 2021 through June 30, 2022
3. The maximum amount of this Agreement is: \$38,153.80
4. The parties agree to comply with the terms and conditions of the following exhibits and attachments which are by this reference made a part of the Agreement:

Exhibit A: Prime Award Information Recipient and Project Information	2 Page(s)
Exhibit B: General Terms and Conditions	5 Page(s)
Exhibit C: Payment and Budget Provisions	2 Page(s)
Attachments: Scope of Work and Budget	

**FORM APPROVED**  
Sharon L. Anderson, County Counsel  
By Deputy AMS

**IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.**  
**RECIPIENT**

RECIPIENT'S NAME (*Organization's Name*)  
**COUNTY OF CONTRA COSTA**

BY (*Authorized Signature*)

DATE SIGNED

*MS*

PRINTED NAME AND TITLE OF PERSON SIGNING Matthew Slattengren,  
Agricultural Commissioner/  
Director of Weights & Measures

ADDRESS  
2380 Bisso Lane, Suite A, Concord, CA 94520

**STATE OF CALIFORNIA**

AGENCY NAME  
**CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)**

BY (*Authorized Signature*)

DATE SIGNED

*MS*

PRINTED NAME AND TITLE OF PERSON SIGNING  
**CRYSTAL MYERS, BRANCH CHIEF, OFFICE OF GRANTS ADMINISTRATION**

ADDRESS  
1220 N STREET, ROOM 120  
SACRAMENTO, CA 95814

**EXHIBIT A**

**RECIPIENT AND PROJECT INFORMATION**

1. CDFA hereby awards an Agreement to the Recipient for the project described herein:  
County Agricultural Commissioners will develop, implement, and report on activities associated with the Bee Safe Program. Food and Agricultural Code 29000 - 29812.

Project Title: Bee Safe Program

2. The Managers for this Agreement are:

<b>FOR CDFA:</b>		<b>FOR RECIPIENT:</b>	
Name:	Robert James	Name:	Matthew Slattengren
Division/Branch:	PHPPS / INTEGRATED PEST CONTROL	Organization:	COUNTY OF CONTRA COSTA
Address:	2800 Gateway Oaks Drive	Address:	2380 Bisso Lane, Suite A
City/State/Zip:	Sacramento, CA 95833	City/State/Zip:	Concord, CA 94520
Phone:	916-262-1102	Phone:	925-646-5250
Email Address:	robert.james@cdfa.ca.gov	Email Address:	matt.slattengren@ag.cccounty.us

3. The Grant Administrative Contacts for this Agreement are:

<b>FOR CDFA:</b>		<b>FOR RECIPIENT:</b>	
Name:	Melissa Amaya	Name:	Beth Slate, Deputy Agricultural Commissioner
Division/Branch:	PHPPS / INTEGRATED PEST CONTROL	Organization:	Contra Costa County Department of Agriculture/Weights & Measures
Address:	2800 Gateway Oaks Drive	Address:	2380 Bisso Lane, Concord, CA 94520 (925)608-6600 beth.slate@ag.cccounty.us
City/State/Zip:	Sacramento, CA 95833	City/State/Zip:	
Phone:	916-262-1102	Phone:	
Email Address:	melissa.amaya@cdfa.ca.gov	Email Address:	

<b>FISCAL CONTACT FOR RECIPIENT (if different from above):</b>	
Name:	
Organization:	
Address:	
City/State/Zip:	
Phone:	
Email Address:	

**4. RECIPIENT: Please check appropriate box below:**

Research and Development (R&D) means all research activities, both basic and applied, and all development activities that are performed by non-Federal entities. The term research also includes activities involving the training of individuals in research techniques where such activities utilize the same facilities as other R&D activities and where such activities are not included in the instruction function.

This award  does  does not support R&D.

**5. For a detailed description of activities to be performed and duties, see Scope of Work and Budget.**

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## EXHIBIT B

### GENERAL TERMS AND CONDITIONS

#### 1. Approval

This Agreement is of no force or effect until signed by both parties. The Recipient may not invoice for activities performed prior to the commencement date or completed after the termination date of this Agreement.

#### 2. Agreement Execution

Unless otherwise prohibited by state law, regulation, or Department or Recipient policy, the parties agree that an electronic copy of a signed Agreement, or an electronically signed Agreement, has the same force and legal effect as an Agreement executed with an original ink signature. The term "electronic copy of a signed Agreement" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed Agreement in a portable document format. The term "electronically signed Agreement" means an Agreement that is executed by applying an electronic signature using technology approved by all parties.

#### 3. Assignment

This Agreement is not assignable by the Recipient, either in whole or in part, without the prior consent of the CDFA Agreement Manager or designee in the form of a formal written amendment.

#### 4. Governing Law

This Agreement is governed by and will be interpreted in accordance with all applicable State and Federal laws.

#### 5. State and Federal Law

It is the responsibility of the Recipient to know and understand which State, Federal, and local laws, regulations, and ordinances are applicable to this Agreement and the Project, as described in Exhibit A. The Recipient shall be responsible for observing and complying with all applicable State and Federal laws and regulations. Failure to comply may constitute a material breach.

#### 6. Recipient Commitments

The Recipient accepts and agrees to comply with all terms, provisions, conditions and commitments of the Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the Recipient in the application, documents, amendments, and communications in support of its request for funding.

#### 7. Performance and Assurances

The Recipient agrees to faithfully and expeditiously perform or cause to be performed all Project work as described in the Scope of Work, and to apply grant funds awarded in this Agreement only to allowable Project costs.

#### 8. Mutual Liability

Parties shall, to the extent allowed by law, each be individually liable for any and all claims, losses, causes of action, judgments, damages, and expenses to the extent directly caused by their officers, agents, or employees.

#### 9. Unenforceable Provision

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, the parties agree that all other provisions of this Agreement shall remain operative and binding.

#### **10. Contractors/Consultants**

The Recipient assumes full responsibility for its obligation to pay its Contractors/Consultants. The Recipient is responsible to ensure that any/all contractors/consultants it engages to carry out activities under this Agreement shall have the proper licenses/certificates required in their respective disciplines. The Recipient's use of contractors/consultants shall not affect the Recipient's responsibilities under this Agreement.

#### **11. Non-Discrimination Clause**

The Recipient agrees that during the performance of this Agreement, it will not discriminate, harass, or allow harassment or discrimination against any employee or applicant for employment based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The Recipient agrees to require the same of all contractors and consultants retained to carry out the activities under this Agreement.

The Recipient agrees that during the performance of this Agreement, the evaluation and treatment of its employees and applicants for employment are free from discrimination and harassment. The Recipient will comply with the provisions of the Fair Employment and Housing Act (Government Code section 12990 *et seq.*) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, section 7285 *et seq.*). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Recipient will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining unit or other Agreement. The Recipient must include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

The Recipient agrees to require the same of all contractors and consultants retained to carry out activities under this Agreement.

#### **12. Excise Tax**

The State of California is exempt from federal excise taxes and no payment will be made for any taxes levied on employees' wages. The CDFA will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another State.

#### **13. Disputes**

The Recipient must continue with the responsibilities under this Agreement during any dispute. In the event of a dispute, the Recipient must file a "Notice of Dispute" with the CDFA Agreement Manager, identified in Exhibit A, or designee within ten (10) calendar days of discovery of the problem. The Notice of Dispute must contain the Agreement number. Within ten (10) calendar days of receipt of the Notice of Dispute, the CDFA Agreement Manager or designee must meet with the Recipient for the purpose of resolving the dispute. In the event of a dispute, the language contained within this Agreement prevails.

#### **14. Termination for Convenience**

This Agreement may be terminated by either party upon written notice. Notice of termination must be delivered to the other party at least thirty (30) calendar days prior to the intended date of termination. Notice of termination does not nullify obligations already incurred prior to the date of termination. In the event of Termination for Convenience of this Agreement by CDFA, CDFA must pay all responsible costs and non-cancellable obligations incurred by the Recipient as of the date of termination.



**15. Termination for Cause**

Either party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching party provides written notice of the material breach and ten (10) calendar days to cure the breach. If the breach is not cured to the satisfaction of the non-breaching party within ten (10) calendar days of receipt of notice, this Agreement shall automatically terminate and the CDFA shall reimburse the Recipient for all documented costs incurred up to the date of the notice of termination, including all non-cancellable obligations.

**16. Acceptable Failure to Perform**

The Recipient shall not be liable for any failure to perform as required by this Agreement, to the extent such failure to perform is caused by any of the following: labor disturbances or disputes of any kind, accidents, or the inability to obtain any required government approval to proceed, civil disorders, acts of aggression, acts of God, energy or other conservation measures, failure of utilities, mechanical breakdowns, materials shortages, disease, pandemics, or similar occurrences.

**17. Breach**

Reimbursement under this Agreement may be suspended, terminated, or both, and the Recipient may be subject to debarment if CDFA determines that the Recipient has breached the terms of this Agreement. A determination of breach may be appealed in writing to the CDFA. The appeal must be post marked within ten (10) calendar days of the date the Recipient received notification and addressed to the CDFA Legal Office of Hearing and Appeals or emailed to [CDFA.LegalOffice@cdfa.ca.gov](mailto:CDFA.LegalOffice@cdfa.ca.gov).

California Department of Food and Agriculture  
Legal Office of Hearing and Appeals  
1220 N Street  
Sacramento, CA 95814

**18. Non-Material Breach**

The Recipient may be in material breach under this Agreement if it fails to comply with any term of this Agreement. In the event of a material breach, CDFA shall provide in writing a Notice of Breach to the Recipient within ten (10) calendar days upon discovery of breach. The Recipient shall have ten (10) calendar days from receipt of the notice to cure the breach. If the Recipient fails to cure the breach within the time prescribed by this Agreement, CDFA may do any of the following:

- A. Suspend payments;
- B. Demand repayment of all funding;
- C. Terminate the Agreement; or
- D. Take any other action deemed necessary to recover costs.

If CDFA determines that the Recipient is not in material breach but that the Project is not being implemented in accordance with the provisions of this Agreement, or that the Recipient has failed in any other respect to comply with the provisions of this Agreement, and the Recipient has failed to remedy any such failure in a reasonable and timely manner, CDFA may withhold all or any portion of the grant funding and take any other action that CDFA deems necessary to protect its interests.

Where a portion of the grant funding has been disbursed to the Recipient and CDFA notifies the Recipient of its decision not to release funds that have been withheld pursuant to paragraph 17, the portion that has been disbursed shall thereafter be repaid immediately. CDFA may consider the Recipient's refusal to repay the requested disbursed amount a material breach.

If CDFA notifies the Recipient of its decision to withhold the entire funding amount from the Recipient pursuant to this paragraph, this Agreement shall terminate upon receipt of such notice by the Recipient and CDFA shall no longer be required to provide funds under this Agreement and the Agreement shall no longer be binding on either party.

In the event CDFA finds it necessary to enforce this provision of this Agreement in the manner provided by law, the Recipient agrees to pay all enforcement costs incurred by CDFA including, if CDFA should prevail in a civil action, reasonable attorneys' fees, legal expenses, and costs related to the action.

**19. Publicity and Acknowledgement**

The Recipient agrees that it will acknowledge CDFA's support whenever projects funded, in whole or in part, by this Agreement are publicized in any news media, brochures, publications, audiovisuals, presentations or other types of promotional material and in accordance with the Grant Procedures Manual if incorporated by reference and attachment to the Agreement. The Recipients may not use the CDFA logo.

**20. News Releases/Public Conferences**

The Recipient agrees to notify the CDFA in writing at least two (2) business days before any news releases or public conferences are initiated by the Recipient or its Contractors/Consultants regarding the project described in the Attachments, Scope of Work and Budget and any project results.

**21. Scope of Work and Budget Changes**

Changes to the Scope of Work, Budget, or the Project term, must be requested in writing to CDFA Grant Administrative Contact no less than thirty (30) days prior to the requested implementation date. Any changes to the Scope of Work and Budget are subject to CDFA approval and, at its discretion, CDFA may choose to accept or deny any changes. If accepted and after negotiations are concluded, the agreed upon changes will be made and become part of this Agreement. CDFA will respond in writing within ten (10) business days as to whether the proposed changes are accepted.

**22. Reporting Requirements**

The Recipient agrees to comply with all reporting requirements specified in Scope of Work and/or Grant Procedures Manual if incorporated by reference to this Agreement as an attachment.

**23. Equipment**

Purchase of equipment not included in the approved Budget requires prior approval. The Recipient must comply with applicable state requirements regarding the use, maintenance, disposition, and reporting of equipment as contained in CCR, Title 3, Division 1, Chapter 5, sections 303, 311, 324.1 and 324.2.

**24. Closeout**

The Agreement will be closed out after the completion of the Project or project term, receipt and approval of the final invoice and final report, and resolution of any performance or compliance issues.

**25. Confidential and Public Records**

The Recipient and CDFA understand that each party may come into possession of information and/or data which may be deemed confidential or proprietary by the person or organization furnishing the information or data. Such information or data may be subject to disclosure under the California Public Records Act or the Public Contract Code. CDFA has the sole authority to determine whether the information is releasable. Each party agrees to maintain such information as confidential and notify the other party of any requests for release of the information.

**26. Amendments**

Changes to funding amount or Agreement term require an amendment and must be requested in writing to the CDFA Agreement Manager or designee no later than sixty (60) calendar days prior to the requested implementation date. Amendments are subject to CDFA approval, and, at its discretion, may choose to accept or deny these changes. No amendments are possible if the Agreement is expired.

## EXHIBIT C

### PAYMENT AND BUDGET PROVISIONS

#### 1. Invoicing and Payment

- A. For activities satisfactorily rendered and performed according to the attached Scope of Work and Budget, and upon receipt and approval of the invoices, CDFA agrees to reimburse the Recipient for actual allowable expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. Invoices must include the Agreement Number, performance period, type of activities performed in accordance with this Agreement, and when applicable, a breakdown of the costs of parts and materials, labor charges, and any other relevant information required to ensure proper invoices are submitted for payment.
- C. Unless stated in the Scope of Work, quarterly invoices must be submitted to the CDFA Administrative Contact, within thirty (30) calendar days after the end of each quarter in which activities under this Agreement were performed.
- D. Unless stated in the Scope of Work, a final invoice will be submitted for payment no more than thirty (30) calendar days following the expiration date of this Agreement, or after project is complete, whichever comes first. The final invoice must be clearly marked "Final Invoice" thus indicating that all payment obligations of the CDFA under this Agreement have ceased and that no further payments are due or outstanding.

#### 2. Allowable Expenses and Fiscal Documentation

- A. The Recipient must maintain adequate documentation for expenditures of this Agreement to permit the determination of the allowability of expenditures reimbursed by CDFA under this Agreement. If CDFA cannot determine if expenditures are allowable under the terms of this Agreement because records are nonexistent or inadequate according to Generally Accepted Accounting Principles, CDFA may disallow the expenditures.
- B. Mileage reimbursement for using a privately-owned vehicle will be at the standard mileage rate established by the United States (U.S.) Internal Revenue Service (IRS) and in effect at the time of travel. The standard mileage rate in effect at the time of travel can be found on IRS's website regardless of funding source/type.
- C. If domestic travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable for travel within California are those established by the California Department of Human Resources (CalHR). The maximum rates allowable for domestic travel outside of California are those established by the United States General Services Administration (GSA).
- D. If foreign travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable are those established in a per diem supplement to Section 925, Department of State Standardized Regulations.
- E. The Recipient will maintain and have available, upon request by CDFA, all financial records and documentation pertaining to this Agreement. These records and documentation will be kept for three (3) years after completion of the Agreement period or until final resolution of any performance/compliance review concerns or litigation claims.

**3. Prompt Payment Clause**

Payment will be made in accordance with, and within the time specified in, California Government Code Title 1, Division 3.6, Part 3, Chapter 4.5, commencing with Section 927 - The California Prompt Payment Act.

**4. Budget Contingency Clause**

If funding for any fiscal year is reduced or deleted for purposes of this program, the CDFA has the option to either cancel this Agreement with no liability occurring to the CDFA or offer to amend the Agreement to reflect the reduced amount.

**SCOPE OF WORK**  
**Bee Safe Program**  
**July 1, 2021 – June 30, 2022**

The county agrees to perform and provide the following apiary related activities for the California Department of Food and Agriculture (CDFA) in compliance with the requirements imposed by (FAC §§ 29000-29322).

This agreement is inclusive of the County's agreement to perform activities approved by the CDFA as described in the attached Work Plan (budget) and by this reference made a part hereof.

This Scope of Work will provide direction for the Counties that engage in apiary registration, training, and outreach, as well as the following activities that are designed to protect bees and beekeepers:

- 1) Theft of apiary and apiary equipment.
- 2) Colony weakness or loss due to inadequate foraging opportunities.
- 3) Colony weakness or loss due to pest and disease pressure.
- 4) Colony weakness, distress, or loss due to pesticide exposure.

**Authorized expenses under this Bee Safe Program agreement include:**

- I. **Personnel Activities**
  - A. **Apiary Field Activities**
    1. **Apiary Theft Prevention**
      - i. **Assisting Law Enforcement**
      - ii. **Apiary Compliance**
    2. **Mitigating Colony Loss from Pesticide Exposure**
      - i. **Pesticide Notifications**
    3. **Mitigating Colony Loss from Inadequate Forage**
      - i. **Survey for Safe Forage**
    4. **Mitigating Colony Loss from Pests and Diseases**
      - i. **Abatement and Treatment**
    5. **Inspection**
      - i. **Apiary Markings**
      - ii. **Pest Inspection**
      - iii. **Health Certificate Inspection**
  - B. **Apiary Administrative/Other Activities**
    1. **Program Development and Management**
    2. **Data Entry**
    3. **Training**
    4. **Outreach**
  - C. **Apiary Registration**
    1. **Registration**
    2. **Survey for Unregistered Colonies**
- II. **Operating Expenses**
  - A. **Supplies**
  - B. **Travel and Vehicle Mileage**
  - C. **Printing, Postage, and Other Expenses**
- III. **Reporting/Invoicing/Reimbursement**

**A. Monthly Activity Report**  
**B. Invoicing/Reimbursement**

- I. **Personnel Activities:** The County agrees to perform the listed Bee Safe Program activities required by this agreement. This agreement is inclusive of the following:

**A. Apiary Field Activities**

**1. Apiary Theft Prevention**

**i. Assisting Law Enforcement**

Personnel hours associated with working with law enforcement on apiary theft incidents. This includes meetings with law enforcement, investigation assistance, including information sharing, apiary theft incidence reporting, and documentation as requested by County Sheriff's Offices, Rural Crimes Task Forces, and District Attorney Offices.

**ii. Apiary Compliance**

Personnel hours associated with following up on local apiary-related ordinances, issuing violations, and information regarding non-compliance. This includes enforcing proper apiary markings.

**2. Mitigating Colony Loss from Pesticide Exposure**

**i. Pesticide Notifications**

Personnel hours associated with pesticide notification.

**3. Mitigating Colony Loss from Inadequate Forage**

**i. Survey for Safe Forage**

Counties can survey for potential safe forage space for honey bee colonies, maintain a list of these areas, and provide this information to beekeepers. If counties have grower incentive programs for forage purposes and would like to include this as an option, please contact Patricia Bohls (Patricia.Bohls@cdfa.ca.gov) for approval prior to submission.

**4. Mitigating Colony Loss from Pests and Diseases**

**i. Abatement and Treatment**

Personnel hours associated with abatement and treatment of apiaries may be billed as necessary. This includes serving notices to beekeepers, corresponding with beekeepers, communicating with local fire department and air quality management districts, sample submissions, destroying necessary apiary equipment, disinfecting equipment, treatment, and abatement of the equipment.

**5. Inspection**

**i. Apiary Markings**

Counties will strive to perform a minimum of one compliance visit per apiary per year. In addition, when an unregistered hive is found a compliance inspection should be conducted. This is to determine if apiaries are being appropriately marked and if apiaries have opted to use branded equipment to ensure branded apiaries and apiary equipment are being handled by the lawful owners.

**ii. Pest Inspection**

Inspections will be conducted when receiving and processing a bee colony shipment, including when receiving a notice of apiary shipment from the border station, when surveying the county and finding an unregistered hive, as requested by a beekeeper, and as required by need for apiaries requiring certification. American Foulbrood suspected samples should be sent to the Beltsville Bee Lab and prepared according to <https://www.ars.usda.gov/northeast-area/beltsville-md-barc/beltsville-agricultural-research-center/bee-research-laboratory/docs/how-to-submit-samples/>. They should be sent within 24 hours of obtaining the sample. Notify Patricia Bohls via email ([patricia.bohls@cdfa.ca.gov](mailto:patricia.bohls@cdfa.ca.gov)) of sample submission.

### **iii. Health Certificate Inspection**

A colony health assessment can be done for certification or inspection reasons. For further instructions on colony health assessments email Patricia Bohls at [patricia.bohls@cdfa.ca.gov](mailto:patricia.bohls@cdfa.ca.gov).

## **B. Apiary Administrative/Other Activities**

### **1. Program Development and Management**

Personnel hours associated with further developing the program. This includes county and state level meetings discussing the Bee Safe Program or apiary related issues. This category amount is not to exceed 25% of the total county budget.

### **2. Data Entry**

Personnel hours associated with completion of Monthly Report 10, Bee Safe Invoice, and other data entry directly related to the Bee Safe Program. Monthly Report 10 can be found at <https://secure.cdfa.ca.gov/egov/crs/login.aspx?> and Bee Safe Invoice can be found at: <http://phpps.cdfa.ca.gov/pbuilder/FileReader.asp?pageid=1464>

### **3. Training**

Personnel hours associated with learning about apiary issues. Inspectors can be reimbursed for trainings. Semi-annual trainings will be offered regionally through the Bee Safe Program. This can also include internal county agricultural mentoring and trainings regarding the Bee Safe Program.

### **4. Outreach**

Personnel hours associated with developing or distributing apiary related outreach material. This includes preparation and conducting outreach meetings, developing outreach materials related to the Bee Safe Program or apiary issues, distributing Bee Safe or apiary outreach materials, and attending beekeeper or apiary industry meetings to provide outreach materials or education.

## **C. Apiary Registration**

### **1. Registration**

Personnel hours associated with registering honey bee colonies, collecting the annual assessment fee, and notification of movement. Registration includes a beekeeper paying a single county a fee of \$10 per year (multiple registrations and fee charges per beekeeper are not



allowed). Counties not utilizing BeeWhere must identify another resource for tracking registered colonies, such as a county spreadsheet or database, and use that resource. Counties may assist beekeepers in utilizing the BeeWhere software program. Counties may send postcards or emails to beekeepers to remind them to register.

## **2. Survey for Unregistered Colonies**

Counties can survey for unregistered apiaries. All unregistered apiaries are to be inspected, and a notice must be served to the apiary operator or posted at the apiary regarding the importance and legal need of registering the apiary. Inspections must be performed by a certified County Agricultural Commissioners' inspector. Depending on the inspector's judgement of the state of the apiary the inspection can be either an external hive or internal one. External inspections should check for any hitchhiking pests. Internal inspections should examine for potential American Foulbrood.

## **II. Operating Expenses**

**A. Supplies:** Supplies are tangible items having a useful life of less than one year or a value of less than \$5,000. Only supplies directly related to administering and conducting Bee Safe related activities will be reimbursed. All records substantiating that the supplies are used for the Bee Safe Program must be maintained by the county.

**B. Travel and Vehicle Mileage** Travel costs pertaining to the Bee Safe Program (lodging, meals, per diem, etc.) are allowable. All records substantiating travel used for the Bee Safe Program must be maintained by the county. Mileage reimbursement is allowable at the standard mileage rate established by the U.S. Internal Revenue Service (<https://www.irs.gov/newsroom/irs-issues-standard-mileage-rates-for-2021>) and in effect at the time of travel. Travel logs shall be utilized to substantiate mileage costs. If the County plans to seek reimbursement for vehicle mileage, the documentation for mileage reimbursement must be tracked separately from all other programs and documentation must be available to support the reimbursement. In addition, all invoiced vehicle costs must match the scope of work (work plan).

### **C. Printing, Postage, and Other (**

All other expenses (printing, postage, communications, etc.) for which the County will seek reimbursement under this agreement must be directly related to the cost of administering and conducting the program.

## **III. Reporting/Invoicing/Reimbursement:** Personnel hours associated with the compilation, submittal and maintenance of the following:

**A. Monthly Activity Report:** The County must submit Monthly Report 10 utilizing the on-line County Monthly Report system (<https://secure.cdfa.ca.gov/egov/crs/login.aspx?>) to report authorized Bee Safe Program activities, no later than the first day of the second month following when the activities took place. The County Monthly Report 10 includes the following fields and these items must be filled out each month:

1. Number of registered colonies and apiaries.
2. Number of stolen colonies and apiary equipment.
3. Number of registered assessment fees.
4. Number of inspected colonies and apiaries.

5. Number of colonies and apiaries found with American Foulbrood.  
Questions about reporting can be directed to Patricia Bohls ([patricia.bohls@cdfa.ca.gov](mailto:patricia.bohls@cdfa.ca.gov)) or by calling (916) 330-5337.

**B. Invoicing/Reimbursement:** The county must submit a monthly itemized invoice, on county letterhead, using the provided invoice template. Invoices must be emailed to BeeSafe [Invoices@cdfa.ca.gov](mailto:Invoices@cdfa.ca.gov). Invoices must be submitted to CDFA **no later than 30 days** after the end of the coinciding reporting period.

**1. Allowable Costs:** All invoiced expenses must fall within the parameters of this "Scope of Work" and must be directly related to administering and conducting Bee Safe Program activities.

**2. Monthly Activity Report Required for Reimbursement:** Invoices will not be paid until submission of Monthly Report 10 on the county reporting website (<https://secure.cdfa.ca.gov/egov/crs/login.aspx?>) for the invoicing period, which has been submitted by the County.

**3. Hourly Rate(s) on Invoices:** Invoices must reflect the actual hourly rates (salary and benefits) for each personnel classification listed on the Work Plan (budget) that conducted Bee Safe Program activities.

**4. Personnel on Invoice Must Match Work Plan (Budget):** Invoices must reflect work performed by personnel classifications listed on the Work Plan (budget).

**5. Documentation:** Documentation (including purchase receipts) for expense reimbursement does not need to be submitted to CDFA but must be retained by the County and shall be made available upon request for audit purposes.

**6. Substantiation of Costs:** Please be sure that personnel costs can be traced back to original documents detailing the account to which personnel hours are billed.



**INSERT COUNTY LETTERHEAD HERE**

**SECTION I: COUNTY INFORMATION**

Name of County: \_\_\_\_\_  
 Grant Manager: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Email: \_\_\_\_\_

Invoice Date: \_\_\_\_\_  
 Invoice Number: \_\_\_\_\_  
 Invoice Period: \_\_\_\_\_  
 Agreement Number: \_\_\_\_\_

**SECTION II: PERSONNEL COSTS - Please input hours per category per classification.**

Aplary Field Activities	Theft Prevention			Aplary Compliance		Pesticide Exposure		Safe Forage		Fests and Diseases		Inspection			Personnel Rate Information			
	Assisting Law Enforcement	Enforcement	Compliance	Notifications	Survey for Safe Forage	Abatement and Treatment	Aplary Markings	Pest Inspection	Health Certificate Inspection	Total Hours per Invoice Period	Hourly Wage	Hourly Benefit	Total Hourly Rate	Cost per Title				
Employee Classification															0	\$0.00	\$0.00	\$0.00
Employee Classification															0	\$0.00	\$0.00	\$0.00
Employee Classification															0	\$0.00	\$0.00	\$0.00
Employee Classification															0	\$0.00	\$0.00	\$0.00
<b>Total Hours</b>	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	<b>Total Aplary Field Activities Cost \$0.00</b>		

**\*Send information for all samples submitted to Beltsville and CDFA-PPDL to Patricia Bohls (patricia.bohls@cdfa.ca.gov)**

Aplary Administrative/Other Activities and Aplary Registration	Aplary Administration / Other				Aplary Registration				Personnel Rate Information							
	Program & Development	Data Entry	Training	Outreach	Registration	Survey for Unregistered	Total Hours per Invoice Period	Hourly Wage	Hourly Benefit	Total Hourly Rate	Cost per Title					
Employee Classification													0	\$0.00	\$0.00	\$0.00
Employee Classification													0	\$0.00	\$0.00	\$0.00
Employee Classification													0	\$0.00	\$0.00	\$0.00
Employee Classification													0	\$0.00	\$0.00	\$0.00
Employee Classification													0	\$0.00	\$0.00	\$0.00
<b>Total Hours</b>	0	0	0	0	0	0	0	0	0	0	0	0	0	<b>Total Aplary Admin/Other and Registration Cost \$0.00</b>		

<b>Total Cost (All Activities)</b>	0	<b>Total Cost (All Activities)</b>	\$0.00
<b>Overhead Rate: 25%</b>		<b>Overhead Rate: 25%</b>	\$0.00
<b>Total Personnel Cost</b>		<b>Total Personnel Cost</b>	\$0.00

Outreach Reporting Number of Classes	Theft	Inspection	Bee Health	Program Reporting	Total
Beekeepers					0
County Staff					0
Law Enforcement					0
Other					0
<b>Total Attendance</b>	0	0	0	0	0

Hive Compliance Reporting	Aplary Markings	Aplary Brand	Total
Hives in Compliance			0
Hives not in Compliance			0
<b>Total Hives Inspected</b>	0	0	0

SECTION II: OPERATING EXPENSES		Total
Supplies		
Bee Suits		
Aplary Inspection Equipment & Tools		
Supplies 3		
Supplies 4		
Supplies 5		
<b>Total Supplies</b>		\$0.00
Printing		
Travel (lodging, meals, per diem)		
Other		
Postage		
Miles: _____	Rate: \$0.56	\$0.00
<b>Total Operating Expenses</b>		\$0.00

<b>Total Cost for Invoice Period:</b>	\$0.00
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FY 21/22 Bee Safe Program Work Plan  
July 1, 2021 - June 30, 2022

**SECTION I: COUNTY INFORMATION**

Name of County: **Contra Costa**  
 Grant Manager: **Elizabeth Slate**  
 Address: **2380 Blisso Lane, Suite A, Concord, CA 94520**  
 Phone: **(925) 608-6600**  
 Email: **Beth.Slate@ag.cccounty.us ; Jose.Arnaga@ag.cccounty.us ; Matt.Slattengren@ag.cccounty.us ; Omar.Luna@ag.cccounty.us**

**SECTION II: PERSONNEL COSTS - Please provide estimated hours per category per classification**

Apiary Field Activities	Theft Prevention		Pesticide Exposure		Safe Forage		Pests and Diseases		Total Hours per Grant Period	Hourly Wage	Hourly Benefit	Total Hourly Rate	Cost per Title
	Assisting Law Enforcement	Inspection	Pesticide Notifications	Colony Strength	Survey for Safe Forage	Inspection	Abatement and Treatment						
Agricultural Biologist I	0	8	8	4			2		30	\$44.70	\$13.03	\$57.73	\$1,731.90
Agricultural Biologist II	2	20	16	4			4		54	\$51.96	\$14.84	\$66.80	\$3,607.20
Agricultural Biologist III	4	28	16	4			4		72	\$65.20	\$28.05	\$93.25	\$6,714.00
Agricultural & Standards Aide	0	0	0	0			2		2			\$0.00	\$0.00
Classification									0			\$0.00	\$0.00
Classification									0			\$0.00	\$0.00
Classification									0			\$0.00	\$0.00
<b>Total Hours</b>	<b>6</b>	<b>56</b>	<b>40</b>	<b>12</b>	<b>0</b>	<b>32</b>	<b>12</b>		<b>158</b>	<b>Total Apiary Field Activities Cost</b>			<b>\$12,053.10</b>

Apiary Administrative/Other Activities and Apiary Registration	Apiary Administrative/Other				Apiary Registration			Total Hours per Invoice Period	Hourly Wage	Hourly Benefit	Total Hourly Rate	Cost per Title
	Program Development and Management	Data Entry	Training	Outreach	Registration	Survey for Unregistered						
Agricultural Biologist I	2	0	12	4	12	6		36	\$44.70	\$13.03	\$57.73	\$2,078.28
Agricultural Biologist II	2	12	12	6	18	6		56	\$51.96	\$14.84	\$66.80	\$3,740.80
Agricultural Biologist III	2	28	12	6	32	6		86	\$65.20	\$28.05	\$93.25	\$8,019.50
Deputy Agricultural Commissioner	4	12	8	0	0	0		24	\$73.51	\$23.81	\$97.32	\$2,335.68
Assistant Agricultural Commissioner	4	12	0	0	0	0		16	\$83.62	\$31.86	\$115.48	\$1,847.68
Agricultural & Standards Aide	0	0	8	0	0	0		8			\$0.00	\$0.00
Classification								0			\$0.00	\$0.00
Classification								0			\$0.00	\$0.00
<b>Total Hours</b>	<b>14</b>	<b>64</b>	<b>52</b>	<b>16</b>	<b>62</b>	<b>18</b>		<b>226</b>	<b>Total Apiary Admin/Other and Registration Cost</b>			<b>\$18,021.94</b>

<b>Total Cost (All Activities)</b>	<b>\$30,075.04</b>
<b>Overhead Rate: 25%</b>	<b>\$7,518.76</b>
<b>Total Personnel Cost</b>	<b>\$37,593.80</b>

**SECTION III: OPERATING EXPENSES**

Supplies	Miles:	Rate:	Total Operating Expenses	Cost per Title
Disposable Gloves				\$25.00
Sampling Equipment (Foulbrood)				\$75.00
Bee Jacket (Half Suit)				\$150.00
Smoker Fuel				\$30.00
Supplies 5				\$0.00
<b>Total Supplies</b>				<b>\$280.00</b>
Printing				\$0.00
Travel (lodging, meals, per diem)				\$0.00
Other				\$0.00
Postage				\$0.00
Vehicle Use				\$0.00
<b>Total FY 21/22: Bee Safe Program Cost</b>	<b>500</b>	<b>\$0.56</b>	<b>\$280.00</b>	<b>\$560.00</b>
				<b>\$38,153.80</b>



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Brian M. Balbas, Public Works Director/Chief Engineer  
Date: August 10, 2021

Subject: Change Order for design-build contract with Hensel Phelps for plumbing repairs at Martinez Detention Facility (MDF) WH173D

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**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the County Administrator, or designee, to execute Change Order No. 6 to the design-build contract with Hensel Phelps Construction in the amount of \$3,000,000 for plumbing repairs in Module C, in the Martinez Detention Facility (MDF).

**FISCAL IMPACT:**

100% Facility Life Cycle Improvement Program Funds.

**BACKGROUND:**

The Board of Supervisors awarded a design-build contract in the amount of \$16.3 million dollars to Hensel Phelps Construction Company to transition and rehabilitate Module M in the MDF to a mental health treatment facility with five (5) treatment rooms and the rest of the module to serve as a return to competency program facility to help detainees transition from mental health treatment back to general population.

On June 8, 2021, the Board approved a change order increasing the contract amount by \$2.5 million for a total contract amount of \$18.8 million, for additional plumbing repairs in Module M, and the design-construction of four Americans

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APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **08/10/2021**  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: August 10, 2021

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

By: Laura Cassell, Deputy

Contact: Ramesh Kanzaria  
925-957-2480

cc:

BACKGROUND: (CONT'D)

with Disabilities Act (ADA) compliant cells and one ADA compliant shower facility in Module C, in the Martinez Detention Facility.

During the demolition phase of the project in Module C for the ADA improvements, extensive damage to the Module C plumbing system was discovered by Public Works Facilities maintenance staff. Hensel Phelps Construction is already replacing the Module M plumbing system as part of their current contract. Since Module M and C are stacked with chase plumbing systems linked, there is a unique opportunity to make these Module C deferred-maintenance improvements at this time. There are also efficiencies in completing the work now as Module C is not being used while ADA improvements are constructed and other facilities maintenance projects (new flooring and bunks to be installed by Public Works Facilities Maintenance) are being completed. The estimate to replace the Module C chase plumbing is \$3 million.

CONSEQUENCE OF NEGATIVE ACTION:

Not approving the contract change order would delay the construction of needed mental health facilities and potentially increase the cost of making Module C plumbing repairs in the future.



Contra  
Costa  
County

To: Board of Supervisors  
From: Matt Slattengren, Ag Commissioner/Weights & Measures Director  
Date: August 10, 2021

Subject: Agreement #21-0203-002-SF Detector Dog Team Program

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**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Agricultural Commissioner, or designee, to execute an agreement with the California Department of Food and Agriculture in an amount not to exceed \$252,719 for the County to provide inspection services at parcel sectional centers for the period July 1, 2021 through June 30, 2022.

**FISCAL IMPACT:**

This agreement provides reimbursement to the County for expenses not to exceed \$252,718.85 during the period July 1, 2021 through June 30, 2022 for inspection activities performed on behalf of CDFA. There is no County match of funds. 100% State funded.

**BACKGROUND:**

Under this agreement, the Agriculture Department will use specially trained dog teams to search parcels to detect the presence of any unwanted plant pests, including insect species, diseases or other harmful organisms, that may pose a threat to the economic well-being of the State. Surveillance inspections will be done at parcel sectional centers, such as those operated by the United States Postal Service, Federal Express and United Parcel Service.

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APPROVE  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **08/10/2021**  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: August 10, 2021

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

By: Laura Cassell, Deputy

Contact: Stephanna 608-6600

cc:

CONSEQUENCE OF NEGATIVE ACTION:

Failure to approve this agreement will result in loss of revenue for the Agriculture Department to perform these inspections and the associated administrative overhead.

ATTACHMENTS

Dog Team Agreement



**COOPERATIVE AGREEMENT  
SIGNATURE PAGE**

AGREEMENT NUMBER

21-0203-002-SF

- This Agreement is entered into between the State Agency and the Recipient named below:  
STATE AGENCY'S NAME  
**CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)**  
RECIPIENT'S NAME  
**COUNTY OF CONTRA COSTA**
- The Agreement Term is: July 1, 2021 through June 30, 2022
- The maximum amount of this Agreement is: \$252,718.85
- The parties agree to comply with the terms and conditions of the following exhibits and attachments which are by this reference made a part of the Agreement:

Exhibit A: Prime Award Information Recipient and Project Information	2 Page(s)
Exhibit B: General Terms and Conditions	5 Page(s)
Exhibit C: Payment and Budget Provisions	2 Page(s)
Exhibit D: Federal Terms and Conditions	3 Page(s)
Attachments: Scope of Work and Budget	

FORM APPROVED  
Sharon L. Anderson, County Counsel  
By Deputy 

**IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.**  
**RECIPIENT**

RECIPIENT'S NAME (Organization's Name)  
**COUNTY OF CONTRA COSTA**

BY (Authorized Signature)



DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

Matthew Slattengren,  
Agricultural Commissioner/  
Director of Weights & Measures

ADDRESS

2380 Bisso Lane, Suite A, Concord, CA 94520

**STATE OF CALIFORNIA**

AGENCY NAME

**CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)**

BY (Authorized Signature)



DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

**CRYSTAL MYERS, BRANCH CHIEF, OFFICE OF GRANTS ADMINISTRATION**

ADDRESS

1220 N STREET, ROOM 120  
SACRAMENTO, CA 95814

**EXHIBIT A****PRIME AWARD INFORMATION**

Federal Agency:	USDA / Animal and Plant Health Inspection Service, Plant Protection and Quarantine
Federal Award Identification Number:	AP21PPQFO000C297
Federal Award Date:	July 1, 2021
Catalog of Federal Domestic Assistance Number (CFDA) and Name:	10.025 Plant and Animal Disease, Pest Control and Animal Care
Amount Awarded to CDFA:	\$4,000,000.00
Effective Dates for CDFA:	July 1, 2021 through June 30, 2022
Federal Award to State Agency is Research & Development (Yes/No)	No

**RECIPIENT AND PROJECT INFORMATION**

1. CDFA hereby awards an Agreement to the Recipient for the project described herein:  
The county will use the Detector Dog Team to detect the presence of any unwanted plant pests in parcels, airfreight, and nursery stock, including insect species, diseases, or other harmful organisms that may pose a threat to agriculture and the environment.

Project Title: Detector Dog Team Program

2. The Managers for this Agreement are:

<b>FOR CDFA:</b>		<b>FOR RECIPIENT:</b>	
Name:	Wendi Wilkinson	Name:	Matthew Slattengren
Division/Branch:	PHPPS / PEST EXCLUSION	Organization:	COUNTY OF CONTRA COSTA
Address:	1220 N Street	Address:	2380 Bisso Lane, Suite A
City/State/Zip:	Sacramento, CA 95814	City/State/Zip:	Concord, CA 94520
Phone:	916-654-0312	Phone:	925-646-5250
Email Address:	wendi.wilkinson@cdfa.ca.gov	Email Address:	matt.slattengren@ag.cccounty.us

3. The Grant Administrative Contacts for this Agreement are:

<b>FOR CDFA:</b>		<b>FOR RECIPIENT:</b>	
Name:	Jessica Snow	Name:	Beth Slate, Deputy Agricultural Commissioner
Division/Branch:	PHPPS / PEST EXCLUSION	Organization:	Contra Costa County Department of Agriculture/Weights & Measures
Address:	1220 N Street	Address:	2380 Bisso Lane, Concord, CA 94520
City/State/Zip:	Sacramento, CA 95814	City/State/Zip:	(925)608-6600 beth.slate@ag.cccounty.us
Phone:	916-403-6609	Phone:	
Email Address:	jessica.snow@cdfa.ca.gov	Email Address:	

<b>FISCAL CONTACT FOR RECIPIENT (if different from above):</b>
Name:
Organization:
Address:
City/State/Zip:
Phone:
Email Address:

**4. RECIPIENT: Please check appropriate box below:**

Research and Development (R&D) means all research activities, both basic and applied, and all development activities that are performed by non-Federal entities. The term research also includes activities involving the training of individuals in research techniques where such activities utilize the same facilities as other R&D activities and where such activities are not included in the instruction function.

This award  does  does not support R&D.

5. For a detailed description of activities to be performed and duties, see Scope of Work and Budget.

## EXHIBIT B

### GENERAL TERMS AND CONDITIONS

#### 1. Approval

This Agreement is of no force or effect until signed by both parties. The Recipient may not invoice for activities performed prior to the commencement date or completed after the termination date of this Agreement.

#### 2. Agreement Execution

Unless otherwise prohibited by state law, regulation, or Department or Recipient policy, the parties agree that an electronic copy of a signed Agreement, or an electronically signed Agreement, has the same force and legal effect as an Agreement executed with an original ink signature. The term "electronic copy of a signed Agreement" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed Agreement in a portable document format. The term "electronically signed Agreement" means an Agreement that is executed by applying an electronic signature using technology approved by all parties.

#### 3. Assignment

This Agreement is not assignable by the Recipient, either in whole or in part, without the prior consent of the CDFA Agreement Manager or designee in the form of a formal written amendment.

#### 4. Governing Law

This Agreement is governed by and will be interpreted in accordance with all applicable State and Federal laws.

#### 5. State and Federal Law

It is the responsibility of the Recipient to know and understand which State, Federal, and local laws, regulations, and ordinances are applicable to this Agreement and the Project, as described in Exhibit A. The Recipient shall be responsible for observing and complying with all applicable State and Federal laws and regulations. Failure to comply may constitute a material breach.

#### 6. Recipient Commitments

The Recipient accepts and agrees to comply with all terms, provisions, conditions and commitments of the Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by the Recipient in the application, documents, amendments, and communications in support of its request for funding.

#### 7. Performance and Assurances

The Recipient agrees to faithfully and expeditiously perform or cause to be performed all Project work as described in the Scope of Work, and to apply grant funds awarded in this Agreement only to allowable Project costs.

#### 8. Mutual Liability

Parties shall, to the extent allowed by law, each be individually liable for any and all claims, losses, causes of action, judgments, damages, and expenses to the extent directly caused by their officers, agents, or employees.

#### 9. Unenforceable Provision

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, the parties agree that all other provisions of this Agreement shall remain operative and binding.

#### **10. Contractors/Consultants**

The Recipient assumes full responsibility for its obligation to pay its Contractors/Consultants. The Recipient is responsible to ensure that any/all contractors/consultants it engages to carry out activities under this Agreement shall have the proper licenses/certificates required in their respective disciplines. The Recipient's use of contractors/consultants shall not affect the Recipient's responsibilities under this Agreement.

#### **11. Non-Discrimination Clause**

The Recipient agrees that during the performance of this Agreement, it will not discriminate, harass, or allow harassment or discrimination against any employee or applicant for employment based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The Recipient agrees to require the same of all contractors and consultants retained to carry out the activities under this Agreement.

The Recipient agrees that during the performance of this Agreement, the evaluation and treatment of its employees and applicants for employment are free from discrimination and harassment. The Recipient will comply with the provisions of the Fair Employment and Housing Act (Government Code section 12990 *et seq.*) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, section 7285 *et seq.*). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. The Recipient will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining unit or other Agreement. The Recipient must include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

The Recipient agrees to require the same of all contractors and consultants retained to carry out activities under this Agreement.

#### **12. Excise Tax**

The State of California is exempt from federal excise taxes and no payment will be made for any taxes levied on employees' wages. The CDFA will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another State.

#### **13. Disputes**

The Recipient must continue with the responsibilities under this Agreement during any dispute. In the event of a dispute, the Recipient must file a "Notice of Dispute" with the CDFA Agreement Manager, identified in Exhibit A, or designee within ten (10) calendar days of discovery of the problem. The Notice of Dispute must contain the Agreement number. Within ten (10) calendar days of receipt of the Notice of Dispute, the CDFA Agreement Manager or designee must meet with the Recipient for the purpose of resolving the dispute. In the event of a dispute, the language contained within this Agreement prevails.

#### **14. Termination for Convenience**

This Agreement may be terminated by either party upon written notice. Notice of termination must be delivered to the other party at least thirty (30) calendar days prior to the intended date of termination. Notice of termination does not nullify obligations already incurred prior to the date of termination. In the event of Termination for Convenience of this Agreement by CDFA, CDFA must pay all responsible costs and non-cancellable obligations incurred by the Recipient as of the date of termination.

#### **15. Termination for Cause**

Either party may terminate this Agreement for cause in the event of a material breach of this Agreement, provided that the non-breaching party provides written notice of the material breach and ten (10) calendar days to cure the breach. If the breach is not cured to the satisfaction of the non-breaching party within ten (10) calendar days of receipt of notice, this Agreement shall automatically terminate and the CDFA shall reimburse the Recipient for all documented costs incurred up to the date of the notice of termination, including all non-cancellable obligations.

#### **16. Acceptable Failure to Perform**

The Recipient shall not be liable for any failure to perform as required by this Agreement, to the extent such failure to perform is caused by any of the following: labor disturbances or disputes of any kind, accidents, or the inability to obtain any required government approval to proceed, civil disorders, acts of aggression, acts of God, energy or other conservation measures, failure of utilities, mechanical breakdowns, materials shortages, disease, pandemics, or similar occurrences.

#### **17. Breach**

Reimbursement under this Agreement may be suspended, terminated, or both, and the Recipient may be subject to debarment if CDFA determines that the Recipient has breached the terms of this Agreement. A determination of breach may be appealed in writing to the CDFA. The appeal must be post marked within ten (10) calendar days of the date the Recipient received notification and addressed to the CDFA Legal Office of Hearing and Appeals or emailed to [CDFA.LegalOffice@cdfa.ca.gov](mailto:CDFA.LegalOffice@cdfa.ca.gov).

California Department of Food and Agriculture  
Legal Office of Hearing and Appeals  
1220 N Street  
Sacramento, CA 95814

#### **18. Non-Material Breach**

The Recipient may be in material breach under this Agreement if it fails to comply with any term of this Agreement. In the event of a material breach, CDFA shall provide in writing a Notice of Breach to the Recipient within ten (10) calendar days upon discovery of breach. The Recipient shall have ten (10) calendar days from receipt of the notice to cure the breach. If the Recipient fails to cure the breach within the time prescribed by this Agreement, CDFA may do any of the following:

- A. Suspend payments;
- B. Demand repayment of all funding;
- C. Terminate the Agreement; or
- D. Take any other action deemed necessary to recover costs.

If CDFA determines that the Recipient is not in material breach but that the Project is not being implemented in accordance with the provisions of this Agreement, or that the Recipient has failed in any other respect to comply with the provisions of this Agreement, and the Recipient has failed to remedy any such failure in a reasonable and timely manner, CDFA may withhold all or any portion of the grant funding and take any other action that CDFA deems necessary to protect its interests.

Where a portion of the grant funding has been disbursed to the Recipient and CDFA notifies the Recipient of its decision not to release funds that have been withheld pursuant to paragraph 17, the portion that has been disbursed shall thereafter be repaid immediately. CDFA may consider the Recipient's refusal to repay the requested disbursed amount a material breach.

If CDFA notifies the Recipient of its decision to withhold the entire funding amount from the Recipient pursuant to this paragraph, this Agreement shall terminate upon receipt of such notice by the Recipient and CDFA shall no longer be required to provide funds under this Agreement and the Agreement shall no longer be binding on either party.

In the event CDFA finds it necessary to enforce this provision of this Agreement in the manner provided by law, the Recipient agrees to pay all enforcement costs incurred by CDFA including, if CDFA should prevail in a civil action, reasonable attorneys' fees, legal expenses, and costs related to the action.

**19. Publicity and Acknowledgement**

The Recipient agrees that it will acknowledge CDFA's support whenever projects funded, in whole or in part, by this Agreement are publicized in any news media, brochures, publications, audiovisuals, presentations or other types of promotional material and in accordance with the Grant Procedures Manual if incorporated by reference and attachment to the Agreement. The Recipients may not use the CDFA logo:

**20. News Releases/Public Conferences**

The Recipient agrees to notify the CDFA in writing at least two (2) business days before any news releases or public conferences are initiated by the Recipient or its Contractors/Consultants regarding the project described in the Attachments, Scope of Work and Budget and any project results.

**21. Scope of Work and Budget Changes**

Changes to the Scope of Work, Budget, or the Project term, must be requested in writing to CDFA Grant Administrative Contact no less than thirty (30) days prior to the requested implementation date. Any changes to the Scope of Work and Budget are subject to CDFA approval and, at its discretion, CDFA may choose to accept or deny any changes. If accepted and after negotiations are concluded, the agreed upon changes will be made and become part of this Agreement. CDFA will respond in writing within ten (10) business days as to whether the proposed changes are accepted.

**22. Reporting Requirements**

The Recipient agrees to comply with all reporting requirements specified in Scope of Work and/or Grant Procedures Manual if incorporated by reference to this Agreement as an attachment.

**23. Equipment**

Purchase of equipment not included in the approved Budget requires prior approval. The Recipient must comply with applicable state requirements regarding the use, maintenance, disposition, and reporting of equipment as contained in CCR, Title 3, Division 1, Chapter 5, sections 303, 311, 324.1 and 324.2.

**24. Closeout**

The Agreement will be closed out after the completion of the Project or project term, receipt and approval of the final invoice and final report, and resolution of any performance or compliance issues.

**25. Confidential and Public Records**

The Recipient and CDFA understand that each party may come into possession of information and/or data which may be deemed confidential or proprietary by the person or organization furnishing the information or data. Such information or data may be subject to disclosure under the California Public Records Act or the Public Contract Code. CDFA has the sole authority to determine whether the information is releasable. Each party agrees to maintain such information as confidential and notify the other party of any requests for release of the information.

**26. Amendments**

Changes to funding amount or Agreement term require an amendment and must be requested in writing to the CDFA Agreement Manager or designee no later than sixty (60) calendar days prior to the requested implementation date. Amendments are subject to CDFA approval, and, at its discretion, may choose to accept or deny these changes. No amendments are possible if the Agreement is expired.

**27. Plant Protection Act Memorandum of Understanding**

The Recipient agrees to abide by Articles 3 through 13 of the Memorandum of Understanding (MOU) agreed to between the California Department of Food and Agriculture (CDFA) and the United States Department of Agriculture (USDA), Animal and Plant Health Inspections Services Plant Protection and Quarantine executed on May 6, 2019. The Articles in the MOU provide for cooperation, of the parties involved in plant protection and quarantine programs and activities directed at plant pests and noxious weeds of mutual concern to the USDA and California. The Articles outline authorities, codes and sections under which cooperation will be met, including data sharing responsibilities, limitations and confidentiality under Section 1619 of the Food, Conservation, and Energy Act of 2008 (Section 1619 was codified into law 7 USC §8791).



## EXHIBIT C

### PAYMENT AND BUDGET PROVISIONS

#### 1. Invoicing and Payment

- A. For activities satisfactorily rendered and performed according to the attached Scope of Work and Budget, and upon receipt and approval of the invoices, CDFA agrees to reimburse the Recipient for actual allowable expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. Invoices must include the Agreement Number, performance period, type of activities performed in accordance with this Agreement, and when applicable, a breakdown of the costs of parts and materials, labor charges, and any other relevant information required to ensure proper invoices are submitted for payment.
- C. Unless stated in the Scope of Work quarterly invoices must be submitted to the CDFA Administrative Contact, within thirty (30) calendar days after the end of each quarter in which activities under this Agreement were performed.
- D. Unless stated in the Scope of Work a final invoice will be submitted for payment no more than thirty (30) calendar days following the expiration date of this Agreement, or after project is complete, whichever comes first. The final invoice must be clearly marked "Final Invoice" thus indicating that all payment obligations of the CDFA under this Agreement have ceased and that no further payments are due or outstanding.

#### 2. Allowable Expenses and Fiscal Documentation

- A. The Recipient must maintain adequate documentation for expenditures of this Agreement to permit the determination of the allowability of expenditures reimbursed by CDFA under this Agreement. If CDFA cannot determine if expenditures are allowable under the terms of this Agreement because records are nonexistent or inadequate according to Generally Accepted Accounting Principles, CDFA may disallow the expenditures.
- B. Mileage reimbursement for using a privately-owned vehicle will be at the standard mileage rate established by the United States (U.S.) Internal Revenue Service (IRS) and in effect at the time of travel. The standard mileage rate in effect at the time of travel can be found on IRS's website regardless of funding source/type.
- C. If domestic travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable are those established by the Federal Travel Regulation, issued by General Services Administration (GSA), including the maximum per diem and subsistence rates prescribed in those regulations.
- D. If foreign travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable are those established in a per diem supplement to Section 925, Department of State Standardized Regulations.
- E. The Recipient will maintain and have available, upon request by CDFA, all financial records and documentation pertaining to this Agreement. These records and documentation will be kept for three (3) years after completion of the Agreement period or until final resolution of any performance/compliance review concerns or litigation claims.

**3. Prompt Payment Clause**

Payment will be made in accordance with, and within the time specified in, California Government Code Title 1, Division 3.6, Part 3, Chapter 4.5, commencing with Section 927 - The California Prompt Payment Act.

**4. Budget Contingency Clause**

If funding for any fiscal year is reduced or deleted for purposes of this program, the CDFA has the option to either cancel this Agreement with no liability occurring to the CDFA or offer to amend the Agreement to reflect the reduced amount.

## EXHIBIT D

### FEDERAL TERMS AND CONDITIONS

The Recipient and recipients of any subawards under this award, agree to comply with all applicable requirements of all Federal laws, executive orders, regulations, and policies governing this program, including but not limited to 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards. For-profit organizations will be subject to 48 CFR Subpart 31. Recipients are responsible for identifying the federal regulations appropriate to their organization, consistently applying cost principles and ensuring contractors or consultants comply with applicable federal regulations.

#### 1. Civil Rights

The Recipient must comply with civil rights and nondiscrimination standards pursuant to the following:

- A. Civil Rights Act, 42 USC 2000, as implemented at 28 CFR Part 42;
- B. Age Discrimination Act, 42 USC 6101, as implemented at 45 CFR Part 90;
- C. Age Discrimination in Employment Act, 29 USC 621, as implemented at 29 CFR Part 1625;
- D. Title IX of the Education Amendments of 1972, 20 USC 1681, as implemented at 45 CFR Part 86;
- E. Section 504 of the Rehabilitation Act, 29 USC 791, as implemented at 28 CFR Part 41;
- F. Executive Order (EO) 11246; and
- G. Americans with Disabilities Act, (PL 101-366).

#### 2. Labor Standards

The Recipient must comply with labor standards pursuant to the following:

- A. Fair Labor Standards Act, 29 USC 207, as implemented at 29 CFR Part 500-899;
- B. Davis-Bacon Act, 40 USC 3141-3148, as implemented at 29 CFR Parts 1, 3, 5, and 7; and
- C. Contract Work Hours and Safety Standards Act, 40 USC 3701, as implemented at 29 CFR Part 5.

#### 3. Environmental Standards

The Recipient must comply with environmental standards pursuant to the following:

- A. Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (PL 91-190) and EO 11514 as implemented at 7 CFR Part 1b;
- B. Notification of violating facilities pursuant to EO 11738;
- C. Protection of wetlands pursuant to EO 11990;
- D. Evaluation of flood hazards in floodplains in accordance with EO 11988;
- E. Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 USC §§1451 *et seq.*);
- F. Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176 (c) of the Clean Air Act of 1955, as amended (42 USC §§7401 *et seq.*);
- G. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (PL 93-523); and,
- H. Protection of endangered species under the Endangered Species Act of 1973, as amended (PL 93-205).

#### 4. Drug-Free Environment

The Recipient must comply with drug-free environment standards pursuant to §5151-5610 of the Drug-Free Workplace Act of 1988, as implemented by 2 CFR 421.

#### 5. Restrictions on Lobbying and Political Activities

The Recipient must comply with lobbying restriction standards pursuant to the Limitations on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions, 31 USC 1352, as implemented at 2 CFR 418.

**6. Officials Not to Benefit**

The Recipient must ensure that no member of Congress be admitted to any share or part of this Agreement or to any benefit arising from it, in accordance with 41 USC 22.

**7. Trafficking in Persons**

The Recipient must comply with the provisions in 2 CFR Part 175, prohibiting trafficking in persons.

**8. Intergovernmental Review**

The Recipient must comply with intergovernmental review standards pursuant to the following:

- A. Executive Order 12372, as implemented at 2 CFR 415; and
- B. The Intergovernmental Cooperation Act of 1968, 31 USC 6501.

**9. Confidentiality**

The Recipient must comply with confidentiality standards pursuant to the following:

- A. Freedom of Information Act, 5 USC 552, as implemented at 7 CFR Part 1; and
- B. Privacy Act, 5 USC 552 (a).

**10. Conservation in Procurement**

The Recipient must comply with procurement standards pursuant to the Resource Conservation and Recovery Act, 42 USC 6962 and EO 12873, as implemented at 40 CFR Part 247.

**11. Debarment, Suspension, Criminal or Civil Convictions**

The Recipient and its principals must comply with debarment and suspension standards pursuant to the EO 12549, as implemented at 2 CFR 180 and 2 CFR 417.

The Recipient must provide immediate written notice to CDFA if at any time it learns that this certification was erroneous when made or has become erroneous by reason of changed circumstances and must require recipients of lower-tier covered transactions under this Agreement to similarly certify pursuant to EO 12549, as implemented by 2 CFR 180 and 2 CFR 417.

See [www.sam.gov](http://www.sam.gov) to determine debarment and suspension status.

**12. Crimes and Prohibited Activities**

The Recipient must comply with crimes and prohibited activities standards pursuant to the following:

- A. Anti-Kickback (Copeland) Act, as implemented at 29 CFR Part 3.1;
- B. False Claims Act, 31 USC 3729; and
- C. Program Fraud Civil Remedies Act, 31 USC 3801-3812.

**13. Biosafety in Laboratories**

The Recipient must comply with laboratory biosafety standards pursuant to the following the *Biosafety in Microbiological and Biomedical Laboratories*, published jointly by the Centers for Disease Control and the National Institutes of Health.

**14. Conflicts of Interest**

The Recipient must comply with the conflict of interest standards pursuant to 2 CFR 400.2.

**15. Inventions, Patents, Copyrights and Project Results**

A. The Recipient must comply with invention and patent standards pursuant to the following:

- 1. Patent Rights in Inventions Made with Federal Assistance, 35 USC 202-204, as implemented at 37 CFR Part 401 (Bayh-Dole Act and the Technology Transfer Commercialization Act of 2000) to ensure that inventions made are used in a manner to promote free competition and enterprise without unduly encumbering future research and discovery.
- 2. The Plant Variety Protection Act, 7 USC 2321 *et seq.*

B. The Recipient may retain title to any invention conceived of or first actually reduced to practice using Federal funds provided Recipient does the following:

1. Reports all subject inventions to CDFA;
2. Makes efforts to commercialize the subject invention through patent or licensing;
3. Formally acknowledges the Federal government's support in all patents that arise from the subject invention; and
4. Formally grants the Federal government and CDFA a limited use license to the subject invention.

C. The Recipient may copyright any publications, data, or other copyrightable works developed using Federal funds provided it provides the Federal government and CDFA a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use the material, and agrees that the Federal government and CDFA may do so in cooperation with other public agencies.

D. The Recipient agrees that the results of this project may be published by the Federal government, CDFA or appropriate contractors or cooperators as mutually agreed.

**16. Care and Use of Laboratory Animals**

The Recipient must comply with the care and use of laboratory animal standards pursuant to the following:

- A. Animal Welfare Act, 7 USC 2131, as implemented at 9 CFR, Sub Chapter A, Parts 1-4; and
- B. Marine Mammal Protection Act, 16 USC 1361-1407.

**17. Fly America Act**

The Recipient must comply with the Fly America Act (49 USC 40118) as implemented at 41 CFR 301-10.131 to 301-10.143.

**18. Motor Vehicle Safety**

The Recipient must comply with seat belt use standards pursuant to the following:

- A. Highway Safety Act of 1966 as amended (23 USC 402-403);
- B. Occupational Safety and Health Act of 1970 as amended (29 USC 668);
- C. Federal Property and Administrative Services Act of 1949 as amended (40 USC §101 *et seq.*)
- D. Increasing Seat Belt Use in the United States (EO 13043).
- E. Federal Leadership on Reducing Text Messaging While Driving (EO 13513).

**19. Records Retention and Accessibility**

The Recipient and its contractors must comply with the procedures and requirements regarding record retention and accessibility as contained in 2 CFR 200.333 – 200.337.

**20. All Other Federal Laws**

The Recipient must comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

**SCOPE OF WORK**  
**California Agricultural Detector Dog Team Program**  
**July 1, 2021 - June 30, 2022**

The county agrees to perform California Agricultural Detector Dog Team Program activities for the California Department of Food and Agriculture (CDFA) in compliance with the requirements imposed by:

1. Food and Agricultural Code (FAC) Division 2, Chapter 2, Article 8, Section 2282.5
2. FAC Division 4, Part 2, Chapter 1, Article 1, Section 6303
3. FAC Division 4, Part 2, Chapter 2, Article 1, Sections 6401

This agreement is inclusive of the county's agreement to perform activities approved by the CDFA as described in the attached projected work plan (budget and personnel cost worksheet), monthly invoice, and by this reference made a part hereof.

Key actions to be conducted under this agreement include:

**SECTION 1: PERSONNEL ACTIVITIES**

- A. Pest Surveillance/Dog Inspection
- B. Dog Team Maintenance
- C. Data Entry/Sample Submission
- D. Other (communication, training, administrative support)

**SECTION 2: NONPERSONNEL**

- A. Supplies/Equipment
- B. Vehicle/Mileage

**SECTION 3: REPORTING/INVOICING**

- A. Monthly Activity Report
- B. Invoicing/Reimbursement

**SECTION 1: PERSONNEL ACTIVITIES**

The county agrees to perform the listed inspection activities targeting all federal, foreign, and domestic quarantine and federal action pests. The county also agrees to perform inspection activities targeting all state quarantine pests and state actionable pests. This agreement is also inclusive of the following:

**A. Pest Surveillance/Dog Inspection**

1. Each dog team (defined as one dog and one handler) will conduct surveillance inspections at parcel sectional centers such as those operated by United States Postal Service (USPS), Federal Express (FedEx), United Parcel Service and

Amazon to provide parcel inspection services related to plant products entering the state of California.

2. The county shall use the dog team to detect the presence of any unwanted plant pests in parcels, including insect species, diseases, or other harmful organisms that may pose a threat to the economic well-being of the state. Each dog team may perform inspection functions on a regional basis.
3. The county shall adhere to the California Detector Dog Team Program Policy Manual that defines program internal policies to guide decision making and to establish consistent and uniform expectations for the use of dogs.
4. The county must report detection of live suspect Tephritid fruit fly larvae to the Pest Exclusion (PE) branch within 24 hours.
5. The county must use the USDA/SITC Referral Form (SO-155) to report interceptions that involve federal quarantine violations and/or pest finds.
6. The county will take digital photographs and keep records of rejected/seized parcels.

#### **B. Dog Team Maintenance**

1. The county must obtain and maintain the dog as detailed in the Dog Team Work Plan Policies (**Appendix A**), including any additional medical, health, or wellness care recommended by a veterinarian. The CDFA must be notified immediately if there is a health issue with a dog.
2. The county is responsible for providing appropriate training for the dog, dog handler, and their staff for all activities associated with the California Detector Dog Team Program. The county will test and document the pest detection accuracy of each dog team at least once a month by using the provided USDA-APHIS-PPQ-NDDTC-Training Record (**Appendix B**). In addition to individual team training, counties must coordinate regional training for multiple teams. Training records must be submitted to the PE branch by the end of each month.
3. The county must follow acclimation guidelines for new dogs provided by the National Detector Dog Training Center, Agriculture Dog Team Acclimation Guide (**Appendix C**).
4. The county must determine the need to retire a dog, the steps to take in case of dog injury or illness, and adoption procedures by following the Dog Retirement, Adoption, and Replacement Policy (**Appendix D**).
5. In the event of an act of aggression by a dog, the county must immediately implement steps outlined in the Dog Aggression Policy (**Appendix E**) and immediately report the aggression to the CDFA.

#### **C. Data Entry/Sample Submission:** The county is responsible for ensuring that the five following data sets are accurately completed in a timely manner:

1. **Dog Team Database:** Dog handlers are required to enter information into the Dog Team Database ([http://phpps.cdfa.ca.gov/pe/PSCIT-CS2/PscitOfficerTotals\\_cs.aspx](http://phpps.cdfa.ca.gov/pe/PSCIT-CS2/PscitOfficerTotals_cs.aspx)) daily and not more than 72 hours after work has been conducted as per Pest Exclusion Advisory No. 04-2009.

2. **Pest Exclusion Information Management (PEIM):** The county must complete a Notice of Rejection (NOR) using the PEIM database available on the CDFA Extranet site (<https://pdr.cdfa.ca.gov/pe/peim/peimmainmenu.aspx>). The "Dog Team" program must be selected for all NORs. All electronic NOR files must be entered no later than the fifth day of the month following when the activities took place.
3. **Pest and Damage Record (PDR) Submission:** The county must send all samples to the CDFA Plant Pest Diagnostics Center (PPDC) located at 3294 Meadowview Road, Sacramento, CA 95832 for identification. The county must complete an electronic copy of the CDFA's PDR on the CDFA's Extranet site. A hard copy of the PDR must accompany the samples to the PPDC. "Dog Team" must be selected as the <Program> for each PDR submitted to the PPDC for this program.
4. **USPS Records:** All counties working in a USPS location must ensure that the USPS Record Excel spreadsheet is submitted electronically to the CDFA no later than the fifth day of each month. The USPS Record Excel template is available on the CDFA Extranet site (<https://pdr.cdfa.ca.gov/pe/peim/peimmainmenu.aspx>).

**D. Other (communication, training, administrative support)**

1. The county is encouraged to utilize the dog team for public outreach whenever possible and to coordinate such outreach with the CDFA Public Affairs Unit.
2. The county is responsible for coordinating with another county agricultural commissioner's office when performing inspections at a facility in another county.
3. The county will participate in conference calls with the PE branch as necessary.

**SECTION 2: NONPERSONNEL**

**A. Supplies/Equipment**

1. **Supplies:** Supplies are considered articles having a useful life of less than one year. Only supplies directly related to administering and conducting activities associated with the California Detector Dog Team Program will be reimbursed. Examples of supplies include materials from a general supply or stockroom, fabricated parts, paper, stationery, general office goods, ink and toner cartridges, organization tools, outreach materials, and paraphernalia.
- **Equipment:** Equipment is considered articles having a useful life of more than one year and a cost equal to or more than \$100. Only equipment directly related to administering, conducting activities, and safety of the canines associated with the California Detector Dog Team Program will be reimbursed. Articles with a unit cost of \$5,000 or more must have prior approval for reimbursement. Examples of equipment include microscopes, spectrometers, office equipment, office furnishings, modular offices, telephone networks, cell phones, information technology equipment and systems, air conditioning equipment, canine security and surveillance equipment, monitoring devices and reproduction and printing equipment.

All records substantiating that the supplies and equipment are used for the California Detector Dog Team Program must be maintained by the county.



## B. Vehicle/Mileage

1. The mileage reimbursement rate used on the monthly invoice must be the same as the rate in the work plan. If the federal mileage reimbursement rate fluctuates during the agreement period, counties will submit invoices for the current federal rate.
2. The counties must maintain a single vehicle log per vehicle and all mileage must be recorded daily with an indication of which program the vehicle was used for and the name of the driver. Vehicle logs must be maintained on a monthly basis.

## SECTION 3: REPORTING/INVOICING

- A. **Monthly Activity Report:** The county must utilize the online County Monthly Report (CMR) system (<https://secure.cdfa.ca.gov/egov/crs/login.aspx>) to submit a monthly activity report for the California Detector Dog Team Program. Monthly activity reports must be submitted no later than the fifth day of the month following when the activities took place. Questions about reporting can be directed to Wendi Wilkinson at [wendl.wilkinson@cdfa.ca.gov](mailto:wendl.wilkinson@cdfa.ca.gov) or by calling (916) 654-0312.
- B. **Invoicing/Reimbursement:** The county must submit a monthly itemized invoice using the County Monthly Invoice (**Appendix F**) on county letterhead. Invoices must be submitted to the CDFA no later than thirty days after the end of the coinciding reporting period.
1. **Allowable Costs:** All invoiced expenses must fall within the parameters of the scope of work and work plan and must be directly related to administering and conducting California Detector Dog Team Program-related activities. Indirect costs must not exceed 25% of total "Personnel Costs".
  2. **Monthly Activity Report Required for Reimbursement:** Invoices will not be paid until submission of the online CMR is verified. Hourly rates on the work plan must match the personnel hours invoiced on the corresponding monthly invoice.
  3. **Hourly Rates on Invoices:** Invoices must reflect the actual hourly rates (salary and benefits) per individual/classification that worked on the program.
  4. **Personnel on Invoice Must Match Work Plan:** Invoices must reflect work performed by individuals whose classifications must be listed on the work plan.
  5. **Documentation:** Documentation (including purchase receipts) for expense reimbursement does not need to be submitted to the CDFA but must be retained by the county and be made available upon request for audit purposes.
  6. **Substantiation of Costs:** All personnel salary costs must be properly tracked or allocated to the cooperative agreement in accordance with Office of Management and Budget requirements and Federal cost principles. Please be sure that personnel costs can be traced back to original documents detailing the account to which personnel hours are billed. In addition, all invoiced personnel costs must match the work plan.

If the county plans to seek reimbursement for vehicle mileage, the documentation for mileage reimbursement must be tracked separately from all other programs and documentation must be available to support the reimbursement. In addition, all invoiced vehicle costs must match the work plan. On a related note, mileage rates

used on invoices must be the same as contained in the work plan or reflect the current federal mileage rate. The CDFA will send an email that will notify counties of new rates if the federal mileage rate changes during the term of the agreement.

All other expenses (travel, supplies, communications, miscellaneous supplies) for which the county will seek reimbursement under the agreement shall be directly related to the cost of administering and conducting the program. Documentation must be available to support the reimbursement. In addition, all invoiced expenses must match the work plan.

The following citation for uniform administrative requirements, cost principles, and audit requirements is applicable to your agency/organization.

State, Local, and Indian Tribal Governments:

- 2 CFR 200, Uniform administrative requirements, cost principles, and audit requirements for federal awards

7. **Monthly Invoice Questions/Submission:** Questions about reimbursements must be directed to Wendi Wilkinson via email or by calling (916) 654-0312. Questions about invoicing must be directed to Jessica Snow via email or by calling (916) 654-0312. Invoices must be submitted via email to Jessica Snow at [jessica.snow@cdfa.ca.gov](mailto:jessica.snow@cdfa.ca.gov).

## Dog Team Work Plan Policies

### July 1, 2021 – June 30, 2022

#### General Policies

These policies are for counties renewing their California Detector Dog Team Program agreement with the California Department of Food and Agriculture (CDFA). In this document, a dog team is one dog and one handler. A county may conduct a voluntary pilot protocol on the program's behalf. Other counties may additionally volunteer to participate in the pilot protocol. The counties should estimate that work plan activities will occur for the entire 12 months of the agreement period. With the exception of the vehicle mileage rate, all figures on the work plan must be whole numbers. The work plans are in Excel format (unlocked) and must balance when calculated manually. Work plans that do not balance manually will be returned to the county for revision.

#### Personnel Services

**Parcel Facilities:** For each carrier, estimate the number of facilities in the region that will be visited during this agreement period, the number of visits per year/per facility, and the total number of hours expected per visit including travel time. Dog teams may perform inspections regionally, not just in a single county. In addition, the category 'Other' under Parcel Facilities must include carriers other than those listed and/or carriers listed above within the region but outside of the contracting county. It is the responsibility of the county to ensure personnel meet requirements and obtain parcel facility and other sensitive site security clearances.

#### Other Personnel Expenses

- **Support Staff:** As needed, estimate the annual costs for a second person to assist the dog team with the inspection of parcels. At the discretion of each county, the second person may be a county biologist/inspector or an assistant to the handler.

Dog team handlers should communicate with the other counties in their region regarding the use of the second person. The second person can work with and in support of the dog team regionally. However, if a county within the region chooses to send a support staff person from their own staff, that person would not be able to be charged to this agreement.

- **Community Outreach:** Estimate the number of hours that will be spent conducting community outreach including demonstrations, appearances, community workshops, and public relations.
- **Dog Care (Time):** Estimate the number of hours that will be spent by the handler taking care of the dog including grooming activities, exercising, and bathing.
- **Training:** Estimate the hours a handler spends being trained and training their dog. Specific training activities may include:
  - Annual recertification conducted regionally by the National Detector Dog Training Center (NDDTC).
  - United States Postal Service (USPS) training and certification conducted regionally by the NDDTC.
  - The CDFA training--data entry training and Pest Prevention University (eight hours annually are recommended).
  - Target training with the dog (at least 16 hours per month are recommended).
- **Data Entry:** Estimate the time the handler, support staff, or designated staff spend entering data in the Dog Team database (daily), Pest and Damage Record database, Notice of

Rejection database, maintaining/submitting the USPS spreadsheet (if applicable), and training data sheets.

- **Administrative Support:** Estimate the time spent completing and submitting monthly activity reports and invoices, participating in conference calls, and other support duties for the program.

**Overhead:** Enter the county's total expected percentage of indirect costs for personnel services (must not to exceed 25%).

### Operating Expenses

**Travel:** Estimate the total amount to cover travel expenses that may be incurred during this agreement period including:

- Dog team travel within and out of the assigned region (per diem and lodging) for facility inspections, training, meetings, demonstrations, and community outreach events.
- If a county plans to retire and replace a dog in this agreement period, estimate the following travel costs for the handler:
  - Four-week training course at NDDTC in Newnan, GA:
    - Roundtrip flight
    - Per diem
    - Rental Car (optional)
    - Lodging

**Handler Uniform:** Estimate the total dollar amount for handler uniforms.

**Printing/Mailing Costs:** Estimate the total dollar amount for printing and/or mailing handouts, brochures, flyers, outreach materials, stickers, and program documents such as training records.

**Dog Care:** Estimate the total dollar amount for dog procurement costs, continued care and maintenance of the dog including kenneling costs, healthcare, treats, food, collars, bowls, toys, grooming supplies, cleaning supplies, and licensing (if applicable).

- **Kennel:** Estimate the annual costs of kenneling the dogs.
- **Bedding:** Estimate the annual costs of bedding material for the kennel and crate based on the dog's behaviors/preferences.
- **Crate:** Estimate the annual cost of replacement crate if anticipated.
- **Healthcare:** Estimate the annual costs of the following required healthcare:
  - Biannual veterinarian visit: one time for a check-up and one time for annual vaccinations. The veterinarian will determine the required vaccinations based on California law.
  - Monthly heartworm and external parasite treatments.
  - Annual dental check-up and cleaning.
  - Any additional medical, health, or wellness care recommended by a veterinarian.
  - Any additional medical care required by the kennel.
- **First Aid Kit:** Estimate the annual cost of replacing used items in the vehicle's first aid kit.

- **Licensing:** Estimate the annual cost of licensing fees.
- **Food:** Estimate the annual cost of daily food (required to be high performance food with 17% protein or higher).
- **Treats:** Estimate the annual cost of treats (because working dogs are food motivated, treats may vary but must be whatever the dog finds valuable).
- **Toys:** Estimate the annual cost of enrichment toys.
- **Collars/leashes:** Estimate the annual cost of backup/replacement collars/leashes.
- **Bowls:** Estimate the annual cost of replacement water/food bowls and vehicle water bucket if necessary.
- **Grooming supplies:** Estimate the annual cost of shampoo, ear cleaner, and additional necessary grooming supplies.

**Training Supplies:** Estimate the total dollar amount that will be spent on training supplies including boxes, tape, target items, nontarget items, and containers.

- Target items include mango, stone fruit, guava, citrus, and apple. 18 of each of the five target items, purchased two times per month on average.
- Several nontarget items include chocolate, bread, cheese, fish, and toiletries. These items must be stored separately from target items and will be purchased an average of one time per month.
- Containers to eliminate cross contamination of target odors (Tupperware).
- Approximately 60-100 boxes per month target training (at least 15 boxes per training session for targets--these are not reusable).
- Packing tape for training boxes.

**Miscellaneous Supplies:** Estimate the total dollar amount for supplies not covered above which may include:

- Cleaning supplies needed to clean the vehicle and car crate.
- Storage bins for the vehicle, used to store extra leash/collar, dog first aid kit and demonstration boxes.
- Cold storage appliances for targets or held parcel perishables.
- Outreach material and paraphernalia

**Equipment Supplies:** Cost equal to or more than \$100 and useful life of more than one year. Written United States Department of Agriculture approval is required if unit cost is \$5,000 or more.

- Camera including batteries, case, and memory card.
- Inspection tools, including dissection scope, microscope, and spectrometers.

- Phone number look up services and membership fees.
- Office equipment, office furnishings, and modular offices.
- Telephone networks and cell phones.
- Information technology equipment and systems.
- Air conditioning equipment.
- Canine security and surveillance equipment.
- Reproduction and printing equipment.

**Mileage:** Estimate the number of miles the dog team will travel during this agreement period. The reimbursement rate must be the same as the rate on the work plan or current federal rate (<https://www.gsa.gov/travel/plan-book/transportation-airfare-rates-pov-rates-etc/privately-owned-vehicle-pov-mileage-reimbursement-rates>).



**National Detector Dog Training Center  
Agriculture Canine Team  
Acclimation Guide**

This guide was developed to serve as an aid in the acclimation of new canine teams to their work environment. The first few months of deployment should be considered a transitional period for the canine team. During initial training canine teams work in a controlled environment at the National Detector Dog Training Center (NDDTC) to acquire basic skills. Once the teams are proficient in the basic skills, training is moved into simulated "real life" scenarios. Canine teams are exposed to the application pathways they will work in to prepare them for deployment. The transition to the actual working environment or duty station should be accomplished in phases. The time it takes to work through each phase will vary depending on the individual team. It is normal for a canine team to experience a drop in proficiency in the first few months. This regression should correct itself as the canine and handler become more experienced and comfortable in their working environment.

**Phase One:** During initial deployment at the duty station the canine must become accustomed to a new living environment. The canine will need time to adjust to a new geographical area, primary housing facility, kennel staff, type of food given, and work schedule. You will have to observe your canine's daily routine to determine progress. Eating, drinking, elimination, and general attitude will determine how well the canine has adjusted. However, this adjustment period will vary depending on the individual canine. It may take one day to one week or longer for a canine to adjust to the new surroundings.

**Operational Details (prior to canine arrival):**

- Ensure that your supervisor has information about your canine. For example, date of arrival, name, breed, medical records, your Team Profile and any other pertinent information.
- Ensure that all of your supplies are purchased. For example, canine treats, crate for office, target and non target material, boxes, luggage, filler material and any other items that you may need.
- Ensure that the kennel is an approved facility.
- Establish a break area for the canine

**Kennel Details (prior to canine's arrival):**

- Ensure that the kennel is aware of the date of arrival of your canine and ensure that a kennel run is prepared in advance.
- Ensure that the kennel has a supply of your canine's dog food.
- Establish with the kennel staff the canine's feeding needs (what type of food, how many times a day and the amount).
- Create an information sheet that will hang on the outside of your canine's kennel. The information sheet should include the canine's name, handler's contact information, supervisor's contact information, vet information, feed schedule and handler's work schedule. You may also want to leave a blank form/calendar for any information that the kennel staff needs to notate about your canine.



### **Travel Day and Acclimation to a New Environment:**

- As soon as you pick up your canine, get him/her to the kennel as soon as possible.
- On the ride back to the kennel, try to keep the canine as quiet and stress free as possible.
- At the kennel, allow the canine to walk around and get acclimated to his/her new surroundings.
- Introduce your canine to the kennel staff
- Spend some quiet time with the canine in his kennel
- Familiarize yourself and your canine to the daily kennel routine
- Check on your canine daily. Note any changes in attitude, eating, drinking and elimination. Each day, your canine should be showing signs of improvement.
- After your canine has settled in, then you can perform your daily health checks, grooming, and basic obedience at the kennel.

**Phase Two:** Introduce your canine to their new work area. This will include introducing the canine to the office area and primary work area. It is important not only to introduce the canine to the primary work areas, but it also important that the canine is comfortable in all areas that it will spend time in. The adjustment period will vary depending on the individual canine. It may take two days to one week or longer for a canine to adjust to the new surroundings.

### **Acclimation to office:**

- Educate your colleagues on the rules of interaction with your canine.
- Introduce your canine to your colleagues and office area.
- No one other than the handler should issue commands or give primary rewards to the canine.
- Do not allow your canine to roam freely off leash or jump onto chairs or couches.
- Do not reward your canine for responding to target odors that may be present in the office.
- Give your canine an opportunity to adjust to the holding area at the office by leaving him/her there for a short periods of time (ten to fifteen minutes).
- Give your canine frequent biological breaks.
- Watch your canine for stress.
- In the beginning your canine should not be left unattended at the office.

### **Acclimation to work area:**

- Introduce your canine to the work area (home delivery/parcel facility, etc.) during down time.

- Expose your canine by taking short/fun walks through the new work areas.
- Minimize or prevent others from petting your canine.
- Give your canine frequent biological breaks.
- Observe your canine's behavior to judge his comfort level.
- Visit the work area during down time, as many times as necessary.
- When the canine is comfortable, you can try performing some basic obedience commands.
- Once your canine is comfortable during down time in the work area, you can introduce your canine when there is minimal activity (a small mail sort, with a small group of people).
- When your canine is comfortable in the work area with minimal activity, you can try performing some basic canine commands.
- At this time start to establish a routine with the canine.

**Phase Three:** Once the canine is comfortable with the work environment operations, you can begin training at the work environment away from the active work area. Training will start away from the activity and will gradually move closer. Eventually, the canine should be able to work smaller work areas to gradually progressing to work larger work areas. The time necessary for this phase will vary depending on the individual canine. It may take two weeks to a month or longer to complete.

#### **Training in Work Area:**

- Begin training by setting up training exercises with target and non target on the side of an active work area.
- If your canine seems comfortable and performs well, move you're training by placing a target close to an active working area (near the parcel belt)
- Once, your canine is comfortable and performing well with little or no distraction you may begin working small less busy work areas and gradually work up to larger work areas (such as getting your canine on a parcel belt with no packages and then gradually work up to a small sort)
- Watch your canine in all phases for signs of fatigue.
- Gradually build up your canine's work endurance.
- Give your canine frequent biological breaks.
- Always plan your training to be successful to keep your canine motivated.
- Continue practicing your bin/parcel training
- Always end each session on a good note.

**Phase Four:** If your canine is comfortable working in the introduced work environments, you may try and introduce a new work area to your canine. The time necessary for this phase will vary depending on the individual canine. It may take the canine three to six months or longer before the canine is ready to be deployed into a new work environment.

**Training in new work areas:**

- Just as you did before, give the canine an adjustment period.
- Observe your canine for stress and anxiety

**Phase Five:** Once you have been deployed for six months, you and your canine should be very comfortable and performing at a high proficiency rate. Your canine should be healthy, at an ideal working weight, and motivated to work. Your team should have acquired many new target odors simply from exposure in the working environment and through training.

## Dog Retirement, Adoption, and Replacement Policy

**Criteria for Dog Retirement:** The following criteria determine whether a dog will continue to work or if it will need to be retired.

**Ability of a Dog to Work:** If a dog begins to exhibit patterns of ineffectiveness (examples below), the handler will provide the California Department of Food and Agriculture (CDFA) with a history of training or work-related problems and measures that have been taken to correct these problems. The CDFA will work with the National Detector Dog Training Center (NDDTC) in the assessment of the dog's ability to determine whether there is an option for recommending remedial training or alternative duties. Typically, the NDDTC will require training documentation, medical records, and a video tape of the dog conducting an inspection in its normal working environment for an initial assessment.

Patterns of ineffectiveness may include the following:

- Consistently low statistics
- Inability to detect certain odors
- Incompatibility of the team
- Inability to work effectively

**Health Status and History:** The dog's health must be evaluated by its practicing veterinarian with input from the handler. If the veterinarian recommends retirement, the recommendation must be in writing before retiring the dog.

A dog may be retired because of injury, disease, or age. The following list provides examples of causes for retirement; it is not inclusive.

- Dog reaches nine years of age (the CDFA must be notified when the dog reaches seven years of age)
- Hip problems
- Back and neck problems
- Epilepsy
- Arthritis
- Psychological abnormalities
- Mental health problems
- Seizures (zero tolerance)
- Injury
- Skin conditions

### Adoption Policy:

If it becomes necessary to retire a dog for any reason, the dog may be:

- Adopted at the local level, coordinated by the county agricultural commissioner (CAC) (first option is always given to the handler) OR
- Returned to the NDDTC

Adoption at the local level requires the following documents be submitted to the CDFA:

- A completed NDDTC Adoption Application and
- An official copy of the veterinarian's recommendation that the dog be retired

If the CAC does not or cannot complete the adoption process at the local level, the dog may be returned to the NDDTC.

### **Dog Replacement**

1. The United States Department of Agriculture/NDDTC will be responsible for dog replacement costs\* within the first 12 months of the CAC possession only when:
    - Behavioral issues make the dog unable to function in the necessary capacity (e.g. aggression).
    - Latent/unknown medical problems or illness make the dog unable to function in the necessary capacity.
  
  2. The CAC office will be responsible for dog replacement costs\* when:
    - The dog becomes injured (at ANY TIME including within the first 12 months of possession).
    - Behavioral issues arise that make the dog unable to function in the necessary capacity AFTER 12 months of possessing the dog.
    - Medical issues (illness or otherwise) arise that make the dog unable to function in the necessary capacity AFTER possessing the dog for 12 months.
- \* To replace a dog, experienced handlers will be required to attend a four-week training course at the NDDTC. Costs of the dog replacement includes:
- \$1,000 dog procurement and
  - All related travel costs (lodging, per diem, rental car, roundtrip flight)

***The situation causing the need for replacement determines who is responsible for replacement costs.***

## Dog Aggression Policy

Acts of aggression must be taken very seriously and may result in the need to retire a dog. However, not all situations will necessarily result in the elimination of a dog from the program. The following definitions are general guidelines to determine if action is necessary.

**Aggression:** Within a given context, a behavioral display that is either appropriate or inappropriate and that is ultimately resolved by means of combative behavior or deference.

The context in which this definition should be applied is while the handler is conducting an inspection with the dog at any parcel facility.

**Unacceptable behavior:** Any unprovoked attack to the handler or another person at any time or place.

**Behaviors to be Concerned About:** Body posturing to indicate defensiveness, possession, and/or a protective manner.

If a dog exhibits any behavior as described above, or behavior that is questionable, immediately notify the California Department of Food and Agriculture (CDFA), remove the dog from the work environment, and do not return the dog to work until approved by the CDFA. It is important to use and complete the provided Dog Aggression Report form for each individual who witnessed the incident in its entirety.

If a situation involves physical injury, or if any person (including a handler, a kennel worker, or parcel facility employee) is allegedly bitten by a dog, or if the dog shows any aggression toward a person, do the following:

1. If the dog behaves aggressively, immediately remove it from the work environment and contact the CDFA.
2. Secure the dog in a crate until a handler can take it to the veterinarian for a physical exam. The medical evaluation should be conducted within 48 hours and should include tests for hormonal balance, structural or soft tissue pain or discomfort, a neurological consultation, urine metabolite screening (especially for excessive levels of glutamine, associated with neuronal death), and allergies.
3. If someone is bitten or is allegedly bitten, take the person to a quiet place, such as an office. Call emergency medical service and administer first aid if necessary. If there is bleeding, use precautions.
4. Get the following information about the person who was allegedly bitten:
  - a. Name
  - b. Address
  - c. Other pertinent information—medications used and permanent residence or temporary residence while in the United States. Make a copy of their driver's license or passport.
  - d. If the person refuses emergency medical service, make note of the refusal. Try to get the person's signature on a statement of refusal of emergency medical service.
  - e. Have the individual and all witnesses complete the Dog Aggression Report form.
  - f. Photograph the injury if possible.

5. If the person goes to a hospital, notify the appropriate county contact. Each handler should have the telephone number for the appropriate county contact available in case it is needed. Record the number at the end of this section.
6. Direct the victim to complete the appropriate county claim form for injury. Ensure the victim is given necessary information to return the form.
7. Write a detailed Dog Aggression Report as soon as possible. Each county must decide and communicate the protocol for notifying management after normal working hours.
8. Submit the complete packet to county management and the CDFA **within 72 hours of the incident**. Await further instructions regarding the dog.
9. Do not allow the dog back into service until approved by the CDFA. The incident will have to be investigated thoroughly.
10. The CDFA will communicate the aggressive incident or bite to the NDDTC.

## Detector Dog Aggression Report

Name \_\_\_\_\_  
Duty Location \_\_\_\_\_  
Date/Time of Statement \_\_\_\_\_

Canine \_\_\_\_\_  
Phone \_\_\_\_\_  
Date/Time of Incident \_\_\_\_\_

### Please answer the following questions regarding the incident:

1. Did you witness the incident? Yes \_\_\_\_\_ No \_\_\_\_\_

2. What type of incident was it?

Any form of aggression towards the detector dog \_\_\_\_\_

Re-directed aggression \_\_\_\_\_

Medical reason (i.e. seizure) \_\_\_\_\_

Other (i.e. food grabbing) \_\_\_\_\_

3. Was there a wound as a result of the incident? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, was the skin broken? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, was medical attention required? Yes \_\_\_\_\_ No \_\_\_\_\_

Describe the injuries in detail \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. Was the dog assaulted as a result of this incident? Yes \_\_\_\_\_ No \_\_\_\_\_

◆ If yes, complete a Detector Dog Assault Report.

5. Were there other witnesses to the incident? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, please list the witnesses' names and contact numbers on a separate piece of paper, attached to this report. If possible, have them fill out a separate Detector Dog Aggression Report and attach to this form.

Describe your observation of the incident in detail (attach sheet if needed).

**Attach any photographs.**



Date:  
Invoice #:

California Department of Food and Agriculture  
Plant Health and Pest Prevention Services  
Email: Jessica Snow  
[Jessica.Snow@cdfa.ca.gov](mailto:Jessica.Snow@cdfa.ca.gov)

Detector Dog Team Program  
Agreement #  
Budget Display FY 2021/2022  
Invoice for Period from 07/01/2021 to 06/30/2022

**Personnel Services**

Name/Classification	Hours	Hourly Rate	Total Salaries
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
	0.00	\$0.00	\$0.00
<b>Total Hours</b>	<b>0.00</b>	<b>Total Salaries</b>	<b>\$0.00</b>
<b>Total Personnel Services</b>			<b>\$0.00</b>
<b>Indirect (25% of Personnel Services)</b>			<b>\$0.00</b>
<b>Total Personnel Costs:</b>			<b>\$0.00</b>

**Operating Expenses**

Travel	\$0.00
Handler Uniform	\$0.00
Printing/Mailing	\$0.00
Canine Care	\$0.00
Training Supplies	\$0.00
Miscellaneous Supplies	\$0.00
<b>Total Operating Expenses:</b>	<b>\$0.00</b>

**Mileage**

Mileage	Miles	Rate	
Vehicle Mileage	0.00	0.560	\$0.00
<b>Total Mileage Cost:</b>			<b>\$0.00</b>

**Total Operating Expenses**

<b>Total Operating Expenses</b>	<b>\$0.00</b>
<b>Grand Total:</b>	<b>\$0.00</b>

Agreement Amount	0.00
Billed to Date	0.00
Balance	0.00

**County Personnel Cost Work Sheet**  
**Detector Dog Team Program**  
**FY 2021/2022**  
**July 1, 2021 through June 30, 2022**

County: Contra Costa

Title	Hourly Wage	Hourly Benefit Amount	Total Hourly Rate	Estimated Hours to be Worked	Total Cost
Handler Biologist II	\$51.15	\$18.95	\$70.10	1400	\$98,140.00
Handler Biologist II Shift Diff.	\$52.68	\$18.95	\$71.63	321	\$22,993.23
Deputy Agriculture Commissioner	\$59.39	\$24.75	\$84.14	140	\$11,779.60
Agriculture Aide	\$32.98	\$16.75	\$49.73	40	\$1,989.20
Agriculture Biologist I	\$37.00	\$22.00	\$59.00	40	\$2,360.00
Agriculture Biologist II	\$51.48	\$26.65	\$78.13	40	\$3,125.20
Agriculture Biologist III	\$64.33	\$30.50	\$94.83	80	\$7,586.40
Assistant Commissioner	\$82.21	\$32.00	\$114.21	70	\$7,994.70
Secretary	\$42.98	\$18.50	\$61.48	25	\$1,537.00
Clerk	\$41.16	\$18.00	\$59.16	41	\$2,425.56
			<b>Total:</b>	2,197	\$159,930.89

Detector Dog Team Program  
 FY 2021/2022  
 July 1, 2021 through June 30, 2022



County: Contra Costa  
 Date: 05/21/21

Personnel Services					
Activity	Number of Facilities Requiring Activities	Estimated Visits/Year/Facility	Estimated Hours/Visit	Estimated Hours/Year	
<b>Parcel Facility</b>					
Federal Express Air	7	24	2.5	420	
Federal Express Freight	0	0	0	0	
Federal Express Ground	1	4	2.5	10	
Federal Express Home	1	4	2.5	10	
OnTrac	0	0	0	0	
United Parcel Service	11	2	3	66	
United States Postal Service	3	22	6.5	429	
Other (such as Amazon, CA Overnite)	3	10	6.5	195	
<b>Other Personnel Expenses</b>					
Support Staff Person				120	
Community Outreach				40	
Canine Care (Time)				440	
Training				257	
Data Entry				50	
Administrative Support				180	
				<b>Total Personnel Hours:</b>	<b>2,197</b>
				<b>Total Personnel Costs:</b>	<b>\$169,930.39</b>
<b>Overhead (Indirect Cost) ----- Not to exceed 25% of Total Personnel Cost</b>				Enter Overhead Percentage: 25%	\$39,982.72
				<b>Total Personnel Costs:</b>	<b>\$199,913.61</b>
<b>Operating Expenses</b>					
Travel				\$5,045.75	
Handler Uniform				\$1,000.00	
Printing/Mailing				\$725.00	
Canine Care				\$32,550.00	
Training Supplies				\$850.00	
Miscellaneous Supplies				\$185.49	
				<b>Total Operating Expense Costs:</b>	<b>\$40,356.24</b>
<b>Mileage</b>					
Enter Estimated Miles: 2225		Rate Per Mile: 0.560		<b>Total Mileage Cost:</b>	<b>\$12,446.00</b>
<b>TOTAL COST:</b>					<b>\$252,716.85</b>

County Work Plan Summary  
 Detector Dog Team Program  
 FY 2021/2022  
 July 1, 2021 through June 30, 2022

County: Contra Costa  
 Contract Manager: Jose Arriaga



Expenses	Description			Total
Personnel Costs for Dog Team Activities	Inspections of parcel facilities and other activities	Total Activity Hours:	2,197	\$159,830.89
Overhead Costs	Indirect Costs (Not to exceed 25% of Total Personnel Costs)	Overhead Percentage:	25%	\$39,882.72
Operating Expenses	All supply/equipment costs exceeding \$5,000.00 must be accompanied by a itemized list of items to be purchased.	Itemized Supply List Required (Y/N):	N	\$40,359.24
Mileage	Mileage rate must be \$0.56, or current federal rate ( <a href="https://www.gsa.gov/travel/plan-book/transportation-airfare-rates-pov-rates-etc/private-owned-vehicle-pov-mileage-reimbursement-rates">https://www.gsa.gov/travel/plan-book/transportation-airfare-rates-pov-rates-etc/private-owned-vehicle-pov-mileage-reimbursement-rates</a> ).	Estimated Miles:	22225	\$12,446.00
		Rate Per Mile:	0.56	
<b>TOTAL COST:</b>				<b>\$252,718.85</b>



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: August 10, 2021

Subject: Amendment #76-558-4 with Neogenomics Laboratories, Inc.

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**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract Amendment Agreement #76-558-4 with Neogenomics Laboratories, Inc., a corporation, effective August 1, 2021, to amend Contract #76-558-2 to increase the payment limit by \$100,000, from \$150,000 to a new payment limit of \$250,000 with no change to the term of September 1, 2019 through August 31, 2022.

**FISCAL IMPACT:**

Approval of this amendment will result in an additional \$100,000 and will be funded 100% by Hospital Enterprise Fund I revenues. (No rate increase)

**BACKGROUND:**

Since September 2016, Neogenomics Laboratories, Inc. has been contracting with the County to provide outside laboratory testing services including renal biopsies and various histology tests that are not provided at Contra Costa Regional Medical Center and Health Centers.

In January 2020, the County Administrator approved and the Purchasing Services Manager executed Contract #76-558-2 with Neogenomics Laboratories, Inc. in an amount not to exceed \$150,000 to provide outside laboratory testing services including renal biopsies and various histology tests, for the period

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APPROVE  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **08/10/2021**  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: August 10, 2021

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

By: Laura Cassell, Deputy

Contact: Jaspreet Benepal,  
925-370-5501

BACKGROUND: (CONT'D)

from September 1, 2019 through August 31, 2022.

Approval of Amendment Agreement #76-558-4 will allow this contractor to provide additional outside laboratory testing services due to an increase in patients and patient testing and increase the payment limit by \$100,000, from \$150,000 to a new payment limit of \$250,000 with no change in the term through August 31, 2022.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, patients requiring outside laboratory testing services will not have access to this contractor's services.



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: August 10, 2021

Subject: Contract #26-661-12 with Planned Parenthood, Shasta Diablo, Inc.

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**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #26-661-12 containing mutual indemnification with Planned Parenthood, Shasta Diablo, Inc., a corporation, in an amount not to exceed \$1,274,700, to provide prenatal services for Contra Costa Regional Medical Center (CCRMC) and Health Center patients, for the period from July 1, 2021 through June 30, 2022.

**FISCAL IMPACT:**

Approval of this contract will result in budgeted expenditures of up to \$1,274,700 for FY 2021-2022 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, CCRMC and Health Centers rely on contracts to provide necessary specialty health services to their patients. CCRMC has contracted with Planned Parenthood, Shasta Diablo, Inc. for prenatal services since January 2010.

On July 14, 2020, the Board of Supervisors approved Contract #26-661-11 with Planned Parenthood, Shasta Diablo, Inc. in an amount not to exceed \$1,274,700 to provide, upon request of the county's Health Services Director or designee, its licensed and certified personnel to perform prenatal services to CCRMC

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APPROVE  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **08/10/2021**  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: August 10, 2021

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

By: Laura Cassell, Deputy

Contact: Jaspreet Benepal,  
925-370-5501

BACKGROUND: (CONT'D)

and Contra Costa Health Centers' patients at County's leased clinic facilities located in Concord, Richmond and Antioch, for the period from July 1, 2020 through June 30, 2021.

Approval of Contract #26-661-12 will allow this contractor to continue to provide prenatal services for CCRMC and Contra Costa Health Center patients through June 30, 2022. This contract includes mutual indemnification to hold harmless both parties for any claims arising out of the performance of this contract. This contract is late due to the contractor requesting changes to the contract which the Division needed more time to review.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, this contractor will be unable to provide services to a significant number of low-income women in the County who would either be without services or directed to County Health Services sites.

ATTACHMENTS





Contra  
Costa  
County

To: Board of Supervisors  
From: Brian M. Balbas, Public Works Director/Chief Engineer  
Date: August 10, 2021

Subject: Contract with Dominguez Landscaping Services, Inc., a California Corporation, Countywide

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**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a contract with Dominguez Landscaping Services, Inc., in an amount not to exceed \$2,000,000 to provide on-call landscaping services at various County sites and facilities, for the period September 1, 2021 through August 31, 2024, Countywide.

**FISCAL IMPACT:**

Facilities Maintenance Budget. (100% General Fund)

**BACKGROUND:**

Public Works Facilities Services is responsible for maintaining the irrigation and drainage systems at County facilities, along with weed abatement of County-owned properties. On-call landscaping contracts are on an as-needed basis, utilized when the demand for landscaping and weed abatement services exceeds staffing levels. Government Code Section 25358 authorizes the County to contract for maintenance and upkeep of County facilities. The Public Works Department recently conducted

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APPROVE  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **08/10/2021**  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: August 10, 2021

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

By: Laura Cassell, Deputy

Contact: Kevin Lachapelle, (925)  
313-7082

cc:

BACKGROUND: (CONT'D)

a formal solicitation for on-call landscaping services. The Request for Proposal was originally bid on Bidsync #2102-457. The Public Works Department conducted a thorough evaluation and Dominguez Landscaping Services, Inc., was one of two vendors awarded for this contract.

The contract will have a limit of \$2,000,000 and a term of three (3) years with the option of two (2) one-year extensions and will pay for services according to the rates set forth in the contract. Dominguez Landscaping Services, Inc., will be able to request rate increases equal to the rate of increase in the Consumer Price Index for the San Francisco - Oakland area as published by the Bureau of Labor Statistics, plus two percent, on each anniversary of the effective date of this contract. Facilities Services is requesting a contract with Dominguez Landscaping Services, Inc., to be approved for a period covering three years.

This contract includes services provided by represented classifications, and the County has met its obligations with the respective labor partner(s).

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, landscaping services with Dominguez Landscaping Services, Inc., will be discontinued.



Contra  
Costa  
County

To: Board of Supervisors  
From: Brian M. Balbas, Public Works Director/Chief Engineer  
Date: August 10, 2021

Subject: License Agreement for parking space at 525 Green Street, Martinez for the Public Defenders Office.

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Public Works Director, or designee, to execute a License Agreement with 525 Green Street, LLC, for ten parking spaces at 525 Green Street, Martinez for use by the County's Public Defenders Office. The term of this license is two years with three one-year renewal options. The annual rent is \$8,400. (WLP118)

**FISCAL IMPACT:**

100% General Fund. The license will obligate the County to pay \$700 per month (\$8,400 annually).

**BACKGROUND:**

The Public Defender's Office uses the parking lot for staff parking. Parking can be difficult to find in downtown Martinez. In addition, parking at a parking meter can be disruptive to the workday.

**CONSEQUENCE OF NEGATIVE ACTION:**

If this License is not approved, staff at the Public Defenders office may have difficulty parking, as it is unclear that an alternate location for staff parking is available.

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APPROVE  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **08/10/2021**  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: August 10, 2021

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

By: Laura Cassell, Deputy

Contact: Naila Thrower, 925.  
957-2465

cc:

ATTACHMENTS  
License Agreement

## LICENSE AGREEMENT

525 GREEN STREET  
MARTINEZ, CALIFORNIA

This License Agreement (“Agreement”) is effective July 1, 2021, and is between 525 GREEN STREET, LLC, a California limited liability company (“LICENSOR”) and the COUNTY OF CONTRA COSTA, a political subdivision of the State of California (“COUNTY”).

### RECITALS

- A. LICENSOR is the owner of the real property located at 525 Green Street, Martinez, California (“Property”), which includes a parking lot (“Parking Lot”) as shown on Exhibit A.
- B. COUNTY seeks the use of parking spaces in the Parking Lot.
- C. Under a license agreement dated July 1, 2016, COUNTY licensed parking spaces in the Parking Lot from LICENSOR (the “2016 License”). The 2016 License expired by its terms and is being replaced with this Agreement.

The parties therefore agree as follows:

### AGREEMENT

1. Grant of License. LICENSOR hereby grants to COUNTY an exclusive license to use ten (10) designated parking spaces in the Parking Lot, as shown on Exhibit A, together with nonexclusive rights of ingress and egress to the Parking Lot.
2. Term. The term of this Agreement is two years, commencing July 1, 2021, through June 30, 2023. This Agreement will automatically renew on the same terms and conditions, including the monthly fee, every year on a year-to-year basis, for a maximum of three one-year renewals, unless written notice is received by LICENSOR from COUNTY no later than ninety (90) days prior to the expiration of the then-current term.
3. Fee. As consideration for this Agreement, COUNTY agrees to pay to LICENSOR a monthly fee of SEVEN HUNDRED DOLLARS (\$700.00), payable in arrears on or before the tenth (10th) day of each month during the term of this Agreement. Payment is to be mailed and made payable to: 525 Green Street, LLC, c/o Brian C. Chien, 525 Green Street, Martinez, CA 94553, or to any other location designated in writing by LICENSOR.
4. Use of Parking Lot. COUNTY may use the Parking Lot for vehicle parking only and for no other purpose.

5. Maintenance. LICENSOR is responsible for the maintenance and repair of the Parking Lot and shall keep the Parking Lot in a condition such that COUNTY may use it as a parking lot. County has no responsibility for the maintenance or repair of the Parking Lot.
6. Alterations, Fixtures and Signs. At COUNTY's sole cost and expense, COUNTY may erect and attach signs within the Parking Lot, provided the signs meet then-existing code requirements. The COUNTY shall obtain LICENSOR's approval of any signs prior to installing or erecting the signs, which approval may not be unreasonably withheld. Any signs installed or erected by the COUNTY may be removed by the COUNTY prior to the termination of this Agreement.
7. Hold Harmless. COUNTY agrees to defend, indemnify and hold harmless LICENSOR from COUNTY'S share of any and all claims, costs, and liability for the damage, injury, or death of or to any person or the property of the person, including attorney's fees, arising out of negligent acts, errors, or omissions of COUNTY, its officers, employees, or agents in connection with COUNTY'S use of the Parking Lot pursuant to this Agreement. COUNTY is not liable for any structural or other failure of the Parking Lot, or for liability that is attributable, in whole or in part, to the sole negligence or sole willful misconduct of LICENSOR, its officers, employees, or agents.

LICENSOR agrees to indemnify and hold harmless COUNTY from the LICENSOR's share of any and all claims, costs, and liability for the damage, injury, or death of or to any person or the property of the person, including attorney's fees, arising out of negligent acts, errors, or omissions of LICENSOR, its officers, employees, or agents in connection with this Agreement.

8. Notifications. Any demand or notice to the other party is to be in writing and sent by facsimile, delivered personally upon the other, or sent by prepaid certified mail addressed as follows:

LICENSOR:                    525 Green Street, LLC  
                                      Attn: Brian C. Chien  
                                      525 Green Street  
                                      Martinez, CA 94553  
                                      Phone: (510) 741-8182  
                                      Fax: (510) 741-7874

COUNTY:                     Contra Costa County  
                                      Public Works Real Estate Division  
                                      Attn: Naila Thrower  
                                      255 Glacier Drive  
                                      Martinez, CA 94553  
                                      Phone: (925) 957-2465  
                                      Fax: (925) 646-0288

9. Quiet Enjoyment. Provided COUNTY is in compliance with the terms of this Agreement, LICENSOR shall warrant and defend COUNTY in the quiet enjoyment and possession of the Parking Lot during the term of this Agreement.
10. Assignment and Transfer. COUNTY may assign or transfer this Agreement or any part of it at any time during the term of the Agreement, subject to the written approval of the LICENSOR.
11. Severability. In the event that any provision of this Agreement is held to be invalid or unenforceable in any respect, the validity and enforceability of the remaining provisions of this Agreement will not in any way be affected or impaired.
12. Termination. COUNTY may terminate this Agreement at any time by providing at least ninety (90) days written notice in accordance with Paragraph 8 of this Agreement.
13. Governing Law. The laws of the State of California govern all matters arising out of this Agreement.
14. Amendments. No provision of this Agreement may be amended or modified except by an agreement in writing executed by COUNTY and LICENSOR.
15. Entire Agreement. This Agreement contains the entire agreement between the parties relating to use of the Parking Lot by COUNTY. No alteration or variation of this Agreement is valid or binding unless it is made in writing and signed by the parties.

**COUNTY**

COUNTY OF CONTRA COSTA,  
a political subdivision of the State of  
California

By \_\_\_\_\_  
Brian M. Balbas  
Public Works Director

**LICENSOR**

525 GREEN STREET, LLC,  
a California Limited Liability Corporation

By \_\_\_\_\_  
Brian G. Chien  
Managing Member

By \_\_\_\_\_  
Charles S. Hilsabeck  
Managing Member

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**COUNTY**

COUNTY OF CONTRA COSTA,  
a political subdivision of the State of  
California

By \_\_\_\_\_

Brian M. Balbas  
Public Works Director

**LICENSOR**

525 GREEN STREET, LLC,  
a California Limited Liability Corporation

By \_\_\_\_\_



Brian C. Chien  
Managing Member

By \_\_\_\_\_



Charles S. Hilsabeck  
Managing Member

*Signed in County Seat*



RECOMMENDED FOR APPROVAL:

By Jessica L. Dillingham  
Jessica L. Dillingham  
Principal Real Property Agent

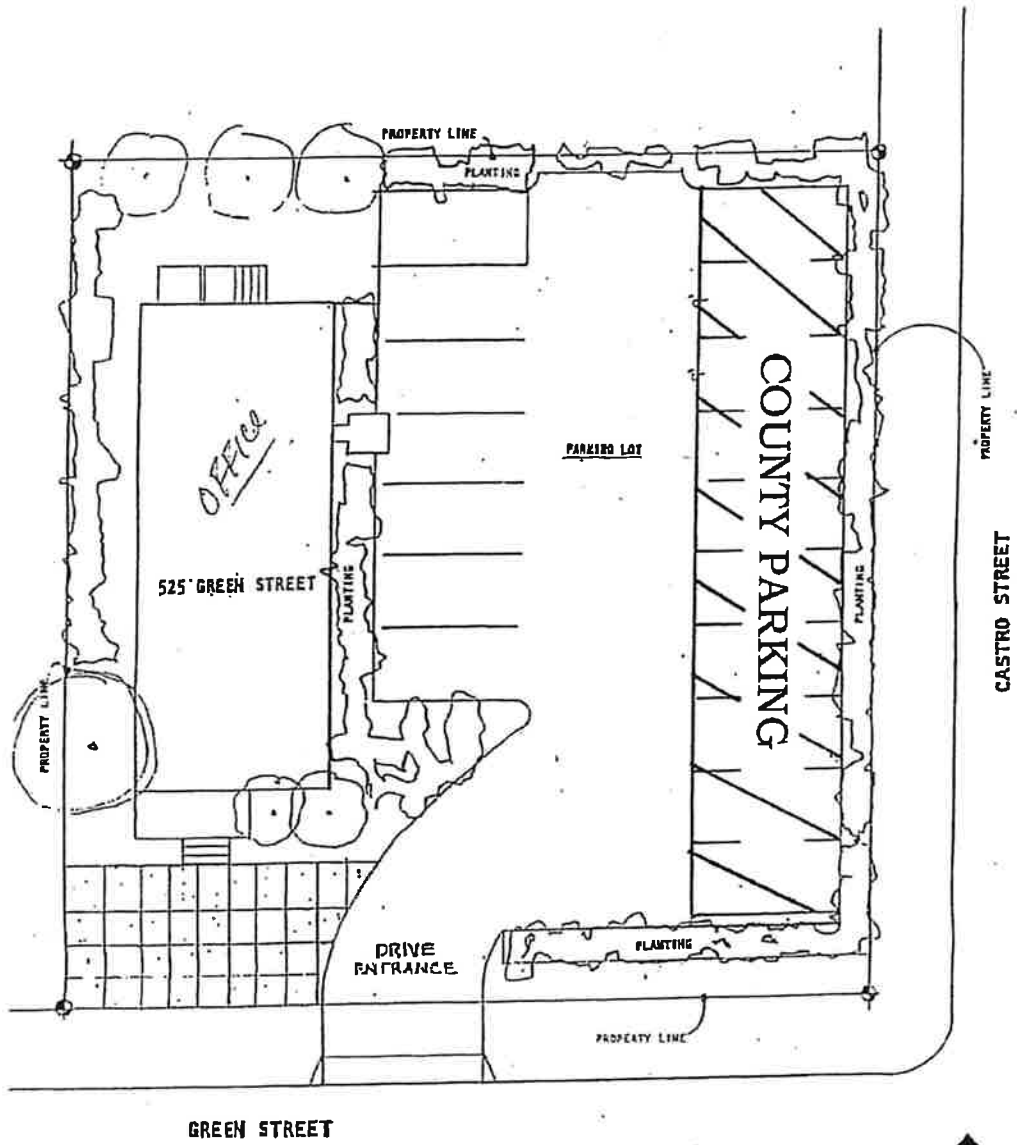
By Naila Thrower  
Naila Thrower  
Senior Real Property Technical Assistant

APPROVED AS TO FORM:

Mary Ann McNett Mason  
County Counsel

By \_\_\_\_\_  
Kathleen M. Andrus  
Deputy County Counsel

# EXHIBIT A





Contra  
Costa  
County

To: Board of Supervisors  
From: John Kopchik, Director, Conservation & Development Department  
Date: August 10, 2021

Subject: Keller Canyon Mitigation Fund FY 2021/22 Allocation Plan

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**RECOMMENDATION(S):**

1. APPROVE the FY 2021/22 Keller Canyon Mitigation Fund (KCMF) allocation plan in the amount of \$1,495,868 for specified projects as recommended by the KCMF Review Committee (Exhibit A); and

2. AUTHORIZE the Department of Conservation and Development (DCD) Director, or designee, to enter into contracts with the nonprofit organizations and public agencies as specified in Exhibit A for the period July 1, 2021 through June 30, 2022.

**FISCAL IMPACT:**

100% Keller Canyon Landfill Mitigation Funds, a special purpose fund dating from 1992. The FY 2021/22 KCMF allocation plan is consistent with the latest KCMF policies adopted by the Board of Supervisors on May 24, 2011, including: (1) the projected FY 2021/22 revenue amount is based on the revenue trend over the last ten years; (2) staff has considered any anticipated changes in the amount of waste expected to be deposited at the Keller landfill site during the year; (3) the projected revenue amount has been reduced by 20 percent to minimize the likelihood that proposed expenditures will exceed actual revenue. The amount proposed to be allocated is less than the previous year's ending fund balance of \$1,536,954, ensuring consistency with KCMF policies regarding expenditure limits (e.g., Policy IIG; see additional detail below).

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **08/10/2021**  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: August 10, 2021

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

By: Laura Cassell, Deputy

Contact: Daniel Davis (925)  
674-7886

cc:

## BACKGROUND:

In 1990, the Board of Supervisors (Board) approved the Keller Canyon Landfill land use permit and franchise agreement which included the establishment of three fees to mitigate the following impacts of the landfill: traffic generated on the County's road system, the impacts of the landfill on open space, existing and proposed recreational facilities and agricultural land, and general impacts of the landfill upon the surrounding community.

The Keller Canyon Mitigation Fund (KCMF) process was established in August 1992, and the first allocation of funds occurred in November, 1992. In 1994, the Board amended the land use permit and the franchise agreement to combine the above mitigation fees, as well as to provide additional flexibility in the use of funds, specifying that the fee shall be used by the Board in its sole discretion. The current program categories considered for funding include: youth services, code enforcement, public safety, community beautification, and community services.

On May 24, 2011, the Board approved new policies governing the implementation and administration of the KCMF. The Department of Conservation and Development is the fiscal and contract manager for the fund. The FY 2020/21 allocation process is the ninth year that the new policies have governed the process. Listed below are the applicable policies and a description of how they were applied during the FY 2020/21 allocation process:

**1. Policy IA:** The composition of the KCMF Review Committee shall include the following individuals: District V Supervisor, District V Chief of Staff (or other person assigned by the Supervisor), a representative of the Bay Point Municipal Advisory Committee (MAC) appointed by the Bay Point MAC, a Principal (or other senior school official) from a school located in the Bay Point area, and a representative from the Bay Point Chamber of Commerce. The representatives from the MAC, Bay Point area school, and Chamber of Commerce shall be appointed to minimum two year terms.

**Action:** The KCMF Review Committee was composed of the District V Supervisor, Federal Glover; Chief of Staff, David E. Fraser; Mount Diablo Unified School District Board Member, Debra Mason; Bay Point Municipal Advisory Committee Member, Marcia Lessley; and Bay Point Chamber of Commerce Representative, Khurram Shah. It should be noted that Debra Mason is also a member of the MAC.

**2. Policy ID:** The KCMF Review Committee's funding recommendations shall be guided by the KCMF Target Area Map that establishes "Primary" and "Secondary" target areas for the use of KCMF funds. One hundred percent of KCMF funds shall be used for programs/projects/services directly serving those within the "Primary" and "Secondary" target areas. In addition, no less than 70 percent of the KCMF funds shall be used to fund programs/projects/services directly serving those in the "Primary" target area.

**Action:** The KCMF Review Committee's proposed FY 2021/22 funding recommendations result in at least 70 percent of the funds being used for programs/projects/services that will directly serve those residents in the "Primary" target area and the remainder is within the "Secondary" target area.

**3. Policy IE:** Funding recommendations from the KCMF Review Committee shall be presented at a Board of Supervisors regularly scheduled meeting. The Board Order will list all of the applicants, the amount of funding requested, the amount recommended, and a short description of the proposed program/project and the proposed outputs and/or outcomes.

**Action:** See Exhibit A.

**4. Policy II A:** To increase the public's knowledge on how, where, and when to apply for KCMF funding, the funding timeline, request for proposal (KCMF application), and other applicable materials shall be placed on the District V and County websites. The websites shall also allow organizations and interested persons to add their contact information to ensure notification on matters related to KCMF.

**Action:** The District V Supervisor's office and the Department of Conservation and Development staff engaged in a comprehensive outreach effort to notify the public of the availability of funds. In addition to posting the Request for Proposals (RFP) and the application on the District V and County's websites, emails announcing the RFP were also sent to the KCMF interested parties list and to previous KCMF applicants. Moreover, a "Bidders Conference" was held on April 29, 2021, to inform prospective applicants of the application requirements, process, and timeline. KCMF applications were due on May 21, 2021. A total of 57 applications/funding requests were submitted by the deadline. The KCMF Review Committee met on 4 separate occasions to review the applications, interview applicants, and develop final funding recommendations.

**5. Policy II C:** To ensure the tax exempt status of a nonprofit agency requesting funds is valid and in good standing, KCMF applicants shall submit their current non-profit status determination letter from the IRS, a copy of their most recent tax return, and the printout from the California Business Portal.

**Action:** Any applications that did not contain the requisite documents, including the printout from the California Business Portal, were deemed to be incomplete and therefore not accepted. Prior to entering into contract with grantees, staff will verify that all grantees are still in good standing.

**6. Policy II F:** Any deficit in the KCMF after the end of each fiscal year shall be eliminated by allocating the necessary amount from next year's projected revenue.

**Action:** Not applicable. The KCMF has a projected FY 2020/21 ending fund balance of \$1,536,954. See Exhibit B, Available Allocation Calculation.

**7. Policy II G:** When estimating the amount of KCMF funds to be made available for projects in future fiscal years, staff shall analyze the revenue trend lines from previous years and the KCMF Review Committee shall only allocate 80 percent of the anticipated revenue for the upcoming year. This protocol will reduce the likelihood that expenses will be greater than actual revenue received during the year. Any revenue in excess of expenses in one year may be added to the amount made available in the following year.

**Action:** Based on the current information available, the Committee is recommending the allocation of \$1,495,868. See Exhibit B for the calculation. The KCMF Review Committee has recommended allocating the FY 2020/21 ending fund balance, which completely covers the Committee recommendations. If during the year, additional funds become available, and one or more of the funded agencies is in need of additional funds to complete an approved program/project or a new program/project emerges, the Committee will reconvene to consider any request(s) for additional funding up to the amount held in reserve and return to the Board with any funding recommendation(s).

CONSEQUENCE OF NEGATIVE ACTION:

Not approving the recommended allocations will result in delays in implementing important projects/programs that directly benefit the residents of the KCMF target areas.

CHILDREN'S IMPACT STATEMENT:

All of the recommended projects and programs support at least one of the five community outcomes established in the Children's Report Card.

ATTACHMENTS

Exhibit A - Funding Recommendations

Exhibit B - Allocation Calculations

Cont #	Organization Name	Project Name	Program/Project Description	FY 21/22 Request Amount	FY 21/22 Committee Recommendation
<b>NON-PROFIT ORGANIZATIONS (ORG 1582)</b>					
1	AMBROSE RECREATION & PARK DISTRICT	Youth Holiday Celebrations	Provide holiday celebrations for youth in the Bay Point community.	\$ 4,999.00	\$ 4,999.00
2	AMBROSE RECREATION & PARK DISTRICT	Fun Starts at 60	Provide daily nutritious meals, community-based holiday celebrations and activities to Bay Point senior citizens, in partnership with the Meals on Wheels CC Cafe program. The program will promote positive self-awareness, health, and social interaction in a safe environment.	\$ 4,999.00	\$ 4,999.00
3	ANTIOCH ROTARY CLUB	King's Conference	Operate an elective "Manhood Development Program" for African American youth in middle and high school. The program consists of facilitated breakout sessions, speakers/lectures, and panel discussions.	\$ 3,500.00	\$ 3,500.00
4	ANTIOCH ROTARY CLUB	Day of Empowering Young Women	Host all-day empowerment event at the Contra Costa County Fairgrounds for 8th grade girls. The event will consist of a film viewing, panel discussions and breakout sessions. Lunch is also served.	\$ 7,000.00	\$ 7,000.00
5	BAY AREA CRISIS NURSERY	Emergency Childcare & Shelter Services for Young Children	Offer low-income families, with children ages birth through 5, living in the primary and secondary target area, up to 30 days of free childcare from 7 am-7 pm daily and shelter services for up to 30 days to resolve a crisis situation. For emergency childcare services, families can access 30 days of childcare within a 6-month period on a rolling basis, allowing for up to 60 days of free childcare within a 12-month period.	\$ 10,000.00	\$ 10,000.00
6	BAY POINT COMMUNITY FOUNDATION	Planting Seeds of Health Gardening With Youth	Administer Gardening with Youth, which consists of the summer Teen Garden Corp program and the Saint Peter Martyr School garden. Local youth will be afforded the opportunity to grow and eat a variety of fruits and vegetables, which will raise awareness of healthy eating and increase consumption of fresh produce.	\$ 2,000.00	\$ 2,000.00
7	BAY POINT GARDEN CLUB	Little Sprouts Garden Academy	Introduce children to fresh/healthy food access and engage them and their families in a garden skill-building program. Children gain language skills, social skills, explorative skills and learn about organic food sources through lessons at the community garden.	\$ 4,999.00	\$ 4,999.00
8	BRIDGE BUILDERS TO THE NEW GENERATION	Changing the Narrative	Provide student outreach that focuses on college and career readiness, and social emotional support for high school students from the Antioch, Pittsburg, and Bay Point areas. Bridge Builders ensures that students are prioritizing mental health, engaged in their classes, and completing school assignments through provided programs, such as tutoring services, mentorship programs, and 1-on-1 connects in inclusive spaces.	\$ 10,000.00	\$ 5,000.00
9	CANCER SUPPORT COMMUNITY SAN FRANCISCO BAY AREA	Antioch Center 2021-2022	Provide comprehensive integrative care—including counseling, support groups, nutrition, exercise and patient education programs—for people with cancer and their families or caregivers.	\$ 10,000.00	\$ 10,000.00
10	CHOICE IN AGING	Keller Canyon	Provide licensed adult day health care services to frail elders and adults with severe disabilities in East Contra Costa County at the Antioch Bedford Center.	\$ 10,000.00	\$ 10,000.00
11	CITY OF PITTSBURG SENIOR CENTER	Community is Key	Publish and mail the Senior Center Newsletter three times per year to provide seniors who do not have access to a computer with critical information regarding County and City services that enhance their quality of life.	\$ 10,000.00	\$ 10,000.00
12	CONTRA COSTA FAMILY JUSTICE ALLIANCE	Navigation Program	Provide crisis support, long-term safety, and community building and education to clients affected by interpersonal violence.	\$ 10,000.00	\$ 10,000.00
13	COURT APPOINTED SPECIAL ADVOCATE PROGRAM, INC. (CASA)	6th Year CASA East County Expansion Program	Provide services/therapy through trained volunteers to aid foster youth and juvenile justice youth, ensuring that they complete school and probation requirements.	\$ 10,000.00	\$ 10,000.00

14	CRAFT COMMUNITY CARE CENTER, INC.	1-2-3 Tutoring	Provide a tutoring program to 1st, 2nd, and 3rd graders attending Highlands Elementary School in Pittsburg and who are normally shut out of normal after school tutoring and intervention programs because of lack of transportation and other issues. A total 50 students will receive tutoring services during the year.	\$ 10,000.00	\$ 10,000.00
15	CRAFT COMMUNITY CARE CENTER, INC.	World Music and Arts Fair	Bring music and art from around the world to all Bay Point and Pittsburg elementary school students and their families to help cultivate understanding, acceptance and appreciation of the various cultures.	\$ 10,000.00	\$ 10,000.00
16	DISTRICT COUNCIL OF CONTRA COSTA COUNTY SOCIETY OF ST. VINCENT de PAUL	SVdP Free Medical Clinic "RotaCare Pittsburg Free Medical Clinic at St. Vincent de Paul"	Provision of urgent/chronic medical and dental care to low-income uninsured East County residents at the RotaCare Free Medical Clinic. The Clinic serves thousands of patients annually.	\$ 10,000.00	\$ 10,000.00
17	EAST COUNTY MIDNIGHT BASKETBALL LEAGUE PROGRAM	Midnight Basketball	Provide a safe, supervised, late night location, where participants come and receive information on life-skills, fitness, peer pressure, nutritional counseling, and the opportunities for self-improvement. Their are also physical health benefits from the opportunity to play basketball, which will promote stamina, strength, endurance, hand-eye coordination, healthy eating habits, etc. Participants also receive general knowledge on issues and opportunities, and this is provided through the mandatory workshops before all games.	\$ 10,000.00	\$ 5,000.00
18	EL CAMPANIL THEATRE PRESERVATION FOUNDATION	El Campanil Theatre Academy	Provide a structured, tiered youth theatre program dedicated not only to arts education, but career training and placement in the performing arts	\$ 10,000.00	\$ 5,000.00
19	FIRST BAPTIST CHURCH OF PITTSBURG, CALIFORNIA	First Baptist Head Start Volunteer Alumni Program	Provide approximately 140 at-risk youth (grades 6th-10th); the opportunity to learn valuable job skills, and develop positive work ethics during the summer months by volunteering at the Head Start facility.	\$ 10,000.00	\$ 10,000.00
20	FUTURE LEADERS OF AMERICA - EAST BAY AREA, INC.	Fall 2021 Level 2 College Seminar	Administer a collection of college seminars held at college campuses throughout the academic year. This event will be held at UC Davis in the fall before college applications are due for the following year. It will allow students, who are seniors, to learn from the event and apply what they learned when preparing college admissions applications.	\$ 2,000.00	\$ 2,000.00
	GRACE ARMS OF ANTIOCH	Holy Eve Community Carnival	Host the Holy Eve Community Carnival (HECC), an annual, planned event that takes place on October 31st. It is provided absolutely free to the community with the majority of the participants residing in the cities of Bay Point, Pittsburg, Antioch and surrounding East County communities.	\$ 10,000.00	\$ -
21	GRACE ARMS OF ANTIOCH	Antioch Midnight Basketball	Host a midnight basketball league on Friday nights. Antioch Midnight basketball is an initiative, which developed in the 1990s to curb inner-city crime in the United States by keeping urban youth off the streets and engaging them with alternatives to drugs and crime.	\$ 10,000.00	\$ 5,000.00
22	GRACE BIBLE FELLOWSHIP OF ANTIOCH	Grace After School Tutoring & Summer Programs	Provide fun, educational activities to help parents keep their children from excessive hours of television, video games, and other negative influences during summer months. They will achieve this through excursions, classroom lessons by trained staff and volunteers, and guest speakers with careers focusing in STEM areas.	\$ 10,000.00	\$ 10,000.00
23	GREATER FAITH MISSIONARY BAPTIST CHURCH	Greater Faith Food Pantry	Operate a food pantry, accommodating 25 to 35 families in the Pittsburg/Antioch area. The pantry will provide food to needy families on a bi-weekly basis.	\$ 3,000.00	\$ 3,000.00
24	HOPE SOLUTIONS	East County Programs for Low-Income/Homeless Children & Families	Provide case management, parent support, and youth enrichment services to 346 low-income and at-risk households living in affordable housing in two housing developments in Bay Point and Pittsburg.	\$ 10,000.00	\$ 10,000.00
25	JOHN MUIR LAND TRUST	Family Harvest Farm	Provide transitional employment and access to a caring community to transition age youth with experience in the foster care system. FHF creates a viable pathway to healthy, financially independent and connected adulthood for this population who is highly vulnerable to experiencing homelessness, unemployment, undereducation, substance dependency, mental health issues, incarceration, and poverty.	\$ 10,000.00	\$ 10,000.00
26	JOSEPHINE GUZMAN YOUTH CENTER	Empower Our Youth	Provide gymnastics classes to 17 children for one year, in an effort to develop cognitive skills, promote health, increased coordination, and introduce writing and logic skills. All students will be taught/coached by trained and credentialed staff.	\$ 10,000.00	\$ 5,000.00



27	LIONS BLIND CENTER OF DIABLO VALLEY	Senior Vision 2021: Pittsburg and Antioch	Help low-income seniors access services to preserve their vision and independence. The Early Detection Program addresses age-related eye disease issues by holding free vision screening events at local housing facilities for low-income seniors.	\$ 9,500.00	\$ 5,000.00
28	LOAVES AND FISHES OF CONTRA COSTA	Nourishing Residents of Pittsburg, Bay Point and Antioch	Operate dining rooms serving Bay Point, Pittsburg, and Antioch residents. Free meals are provided to lower income families to decrease the incidence of hunger, malnutrition, obesity and diabetes in adults and children.	\$ 10,000.00	\$ 10,000.00
29	MEALS ON WHEELS DIABLO REGION	Bay Point C.C. Cafe	Operate the C.C. Cafe in Bay Point that provides healthy food and socialization to seniors to help them to remain in their homes. It is expected that approximately 200 senior will be served during the year.	\$ 10,000.00	\$ 10,000.00
30	MEALS ON WHEELS DIABLO REGION	Pittsburg C.C. Cafe	Operate the C.C. Cafe in Pittsburg that provides healthy food and socialization to seniors to help them to remain in their homes. It is expected that approximately 175 senior will be served during the year.	\$ 10,000.00	\$ 10,000.00
31	MEALS ON WHEELS OF CONTRA COSTA INC	Meals for Homebound Seniors in the Keller Canyon Primary Target Area	Provide daily meals to nutritionally at-risk homebound seniors in East County.	\$ 10,000.00	\$ 10,000.00
32	OPEN OPPORTUNITIES, INC.	Future Build	Provide a construction and environmental workforce training program for a minimum of 40 adults annually.	\$ 10,000.00	\$ 10,000.00
33	OPPORTUNITY JUNCTION INC	Job Training and Placement Program	Promote self-sufficiency through a comprehensive program of computer/life skills training, paid experience, career skills, mental health, and long-term follow-up. Approximately 50 participants are expected to be served during the year.	\$ 10,000.00	\$ 10,000.00
34	DELTA CHILDREN'S BALLET THEATRE	Black Diamond Ballet's Nutcracker	Produce three Nutcracker Ballet performances to be enjoyed by the local community. The performances provide young artists the opportunity to perform with professionals, as part of a diverse cast.	\$ 8,000.00	\$ 8,000.00
35	PACIFIC COMMUNITY SERVICES, INC.	Housing Counseling Program	Provide individual HUD certified housing counseling services to approximately 110 households to prevent the loss of housing and to counter habitability, fair housing and other housing issues.	\$ 4,999.00	\$ 4,999.00
36	PEOPLE WHO CARE CHILDREN ASSOCIATION	The PWC Clinical Success Eco-Friendly Car Wash Community Service Program	Provide a 52-week therapeutic community service and environmental education job training program for at-risk youth.	\$ 10,000.00	\$ 10,000.00
37	PITTSBURG FIFTY-PLUS CLUB CORPORATION	Pittsburg Fifty Plus Club Activities	Improve the quality of life for +350 senior citizens, by providing complimentary services to encourage socialization, enhance mental capacity, promote physical fitness, and develop emotional stability.	\$ 10,000.00	\$ 10,000.00
38	PITTSBURG SENIOR AND HANDICAPPED RESIDENTIAL COMMUNITY, INC.	Dinner Meal Program	Help subsidize the provision of one nutritious meal five days a week to low-income, elderly and handicapped individuals who reside at Stoneman Village and Stoneman Village II in Pittsburg.	\$ 10,000.00	\$ 10,000.00
39	PITTSBURG UNIFIED SCHOOL DISTRICT - HILLVIEW JR. HIGH SCHOOL	Operation Revive	Restore the Hillview music program to it's former performance level by subsidizing missed fundraising opportunities to help students pay for uniforms and honor band/choir fees.	\$ 4,500.00	\$ 4,500.00
40	REHABILITATION AND EMPLOYMENT SERVICES OF THE EAST BAY	Pittsburg Program Repairs & Beautification	Provide 60 adults with developmental disabilities and Autism Spectrum Disorders, an enriched environment in which they can become successful in academic, social, vocational, and interpersonal pursuits.	\$ 4,990.00	\$ 4,990.00
41	RENAISSANCE ENTREPRENEURSHIP CENTER	Empowering Lower-Income Entrepreneurs in Keller Canyon to Thrive in the Post-COVID Economy	Deliver Start Smart, a four-week, 12-hour course which will help low-to-moderate income women and men in Bay Point, Pittsburg and Antioch build the skills, business acumen and supportive networks to become effective small business owners.	\$ 10,000.00	\$ 10,000.00
42	RICHMOND COMMUNITY FOUNDATION	SparkPoint Contra Costa Bay Point Works Community Career Center	Assist low-income Bay Point residents in finding meaningful opportunities and resources so they may improve their economic well-being. The Bay Point Community Career Center is part of SparkPoint Contra Costa and also part of Eastbay WORKS Americas Job Center of California. SparkPoint Contra Costa is made up of many nonprofit and local government partners that work together to provide services.	\$ 5,682.00	\$ 5,682.00
43	SACRAMENTO VALLEY SYMPHONIC BAND ASSOCIATION	Christmas concerts, instrument and music purchases website maintenance	Provide musical performances to brighten the holidays of residents in the two most populated Senior Living Facilities in Pittsburg: the 160 resident Stoneman Village II and the 120 resident Diamond Ridge Health Care Center.	\$ 4,500.00	\$ 4,500.00

44	SHARE COMMUNITY	Oasis	Provide weekly access to clean showers and toilets, fresh clothes, essential protective gear, comprehensive hygiene packs, warm food, and charging stations for electronic devices.	\$ 10,000.00	\$ 10,000.00
45	THE NETWORK OF CARE	Feeding families in crisis when their child is suddenly hospitalized.	Provide free meals to families of children who are hospitalized at Children’s Hospital Oakland, UCSF Children’s Hospital, Kaiser Walnut Creek, and California Pacific Medical Center.	\$ 1,262.00	\$ 1,500.00
46	WINTER NIGHTS FAMILY SHELTER, INC.	Safe Parking Program	Operate a Safe Parking Program (SPP) in Pittsburg for a maximum of four months each year. A year-round Safe Parking Program in the Keller Canyon Mitigation and surrounding areas is proposed for individuals, families, couples and elders who are unsheltered and live in their cars.	\$ 10,000.00	\$ 10,000.00
	WINTER NIGHTS FAMILY SHELTER, INC.	Winter Nights Continued Success Program	Provide encouragement and material support to former clients. Staff stays in touch with clients who provide their emails, and offer resources and financial support if problems arise that might lead to a loss of a job or housing, including rent and utility supplementation and car repairs, food, clothing and household supplies.	\$ 4,999.00	\$ -
<b>Subtotal</b>				<b>\$ 390,929.00</b>	<b>\$ 346,668.00</b>

<b>COUNTY DEPARTMENTS (ORG 1581)</b>					
47	Contra Costa County Department of Conservation & Development	KCMF Administration	Assist District V staff in managing and administering the Keller Canyon Mitigation Fund program.	\$ 60,000.00	\$ 60,000.00
48	Contra Costa County Department of Conservation & Development	Anti Graffiti Pilot Program in Bay Point	Promote positive change by helping beautify the city through prevention and removal of graffiti in Bay Point by alleviating the financial strain of graffiti abatement for “low income” and “very low income” property owners in Bay Point with \$3,000 designated for a Utility Box Mural Program for students.	\$ 10,000.00	\$ 10,000.00
49	Contra Costa County Department of Conservation & Development	Bay Point Code Enforcement	Provide additional focused code enforcement to address complaints of junkyards, abandoned property, illegal land-use, substandard/unsafe buildings, illegal/unsafe mobile homes, construction without permits, and abandoned vehicles. The program will ensure that the County regulations are adhered to within the Bay Point community, and alleviate blight, which is a deterrent to economic revitalization.	\$ 100,000.00	\$ 100,000.00
50	Contra Costa County District V Staff	KCMF Staff Services	Support the growing needs of constituents in District V through the revision of staff focused on the KCMF target areas.	\$ 100,000.00	\$ 100,000.00
51	Contra Costa County Library	Bay Point Library - Bay Point Expedition: A Journey into Culture, Arts, and Technology around the World	Build on existing technology programs and goals, adds loanable kits and virtual and in-person workshops. Initial programs will focus on areas of computer programming, software / game design, 3D modeling, printing, and manufacturing, and virtual world exploration (field trips, guided tours).	\$ 6,000.00	\$ 6,000.00
52	Contra Costa County Office of the County Counsel	Code Development & Compliance Attorney	Provide legal support to the Board of Supervisors, Department of Conservation and Development, and other staff responsible for the effective and timely development, adoption, implementation, and enforcement of zoning, building, housing, and other ordinances.	\$ 95,000.00	\$ 95,000.00
53	Contra Costa County Office of the Sheriff	Annual Bay Point Bike Safety Rodeo	Assist in financing the Office of the Sheriff’s the annual Bay Point Christmas Dinner and Toy Drive. The event is free to Bay Point residents and targets local youth.	\$ 4,000.00	\$ 4,000.00
54	Contra Costa County Office of the Sheriff	Annual Christmas Dinner and Toy Giveaway	Assist in financing the Office of the Sheriff’s annual Bay Point Christmas Dinner and Toy Drive. The event is free to Bay Point residents and targets local youth.	\$ 9,700.00	\$ 9,700.00
55	Contra Costa County Office of the Sheriff	Bay Point School Resource Officer (SRO) Program	Provide one uniformed officer within the Mt. Diablo School District in Bay Point to establish a safe school environment and promote the positive development of Bay Point youth.	\$ 294,181.40	\$ 200,000.00
56	Contra Costa County Office of the Sheriff	Bay Point Resident Deputy (RD) Program	Provide enhanced law enforcement services to Bay Point to enhance the ability to significantly improve the quality of life for Bay Point residents. The program will reduce crime, increase public trust, and eliminate threats to vulnerable populations. The program will create continuity of enforcement strategies within the Bay Point community.	\$ 294,181.40	\$ 200,000.00

57	Contra Costa County Public Works Department	Bay Point Crossing Guard Program	Provide State approved school crossing guards at 9 Bay Point intersections.	\$ 90,000.00	\$ 90,000.00
58	Contra Costa County Public Works Department	East County Beautification Program	Provide community upgrades in Bay Point through roadside cleanup of litter, trash, appliances, tires, abandoned vehicles, and other waste materials. Additionally, landscape maintenance will be included throughout the community.	\$ 50,000.00	\$ 50,000.00
59	Contra Costa Health Services (Health, Housing, and Homeless Services Division)	Calli House Youth Shelter	Provide shelter and reunification services to runaway and homeless youth ages 14-21 in Contra Costa County. The funds will be used to support 20 homeless youth from Primary and Secondary Target areas of District V.	\$ 10,000.00	\$ 10,000.00
<b>Subtotal</b>				<b>\$ 1,123,062.80</b>	<b>\$ 934,700.00</b>

<b>DISTRICT V INITIATIVES (ORG 1580)</b>					
60	Holiday	Bay Point Holiday Dinner and Toy Giveaway	Provide family photos and gifts at the annual Bay Point Holiday Dinner.	\$ 2,000.00	\$ 2,000.00
61	Internships	District V Interns	Provide a stipend for summer and winter internships at the District V office.	\$ 25,000.00	\$ 25,000.00
62	KCMF Online Application/Reporting System	Benevity	Online application and reporting system to streamline processes and achieve greater program efficiencies.	\$ 50,000.00	\$ 50,000.00
63	Municipal Advisory Committee Operations and Projects	Bay Point MAC	Support of the advisory council's activities throughout the year. The MAC provides advice and recommendations to the Contra Costa County Board of Supervisors on planning issues and services provided in Bay Point.	\$ 2,500.00	\$ 2,500.00
64	Network Events	KCMF Review Committee/Keller Reception	Support of the annual reception for service providers who receive funding from the Keller Canon Mitigation Fund. Participants share with attendees the scope and nature of the services they provide and collaborate on service expansion. The allocation includes the cost of food, rental and other charges related to the reception.	\$ 5,000.00	\$ 5,000.00
65	Seminars/Summits	Peace in the Streets/Youth Summit/Nonprofit Development Workshop/Small Business Workshop/Relay for Life	Support of several community events, including: Peace in the Streets, Youth Summit, Small Business Workshops, Grant writing seminars and participation in Relay For Life. These events provide opportunities to enhance and educate residents in the KCMF target areas.	\$ 60,000.00	\$ 60,000.00
66	COVID-19 Pandemic Assistance	Community outreach and vaccinations	Prevention of, preparation for, and the response to the impact of the COVID-19 coronavirus public health crisis. This will include community outreach and vaccination efforts.	\$ 50,000.00	\$ 50,000.00
67	Technology Upgrades	Computer and Presentation Equipment	Purchase of computer and presentation equipment for the multiple programs and events conducted in East County by District V staff.	\$ 20,000.00	\$ 20,000.00
<b>Subtotal</b>				<b>\$ 214,500.00</b>	<b>\$ 214,500.00</b>
<b>Grand Total</b>				<b>\$ 1,728,491.80</b>	<b>\$ 1,495,868.00</b>

**Keller Canyon Mitigation Funds  
FY 2021/22  
Available Allocation Calculation**

<b>FY 2020/21 Fund Balance Calculation</b>	
FY 2019/20 Actual Ending Fund Balance	1,184,951
FY 2020/21 Actual Revenue	1,357,989
<b>Total FY 2020/21 Revenue (a)</b>	<b>2,542,940</b>
FY 2019/20 Carry-over Expenditures	13,886
FY 2020/21 Expenditures	992,100
FY 2020/21 Accrued Expenses*	-
<b>Total FY 2020/21 Expenditures (b)</b>	<b>1,005,986</b>
<b>FY 2020/21 Ending Fund Balance (a-b)</b>	<b>1,536,954</b>
<b>FY 2021/22 Projected Revenue/Expenses</b>	
FY 2021/22 Projected Revenue	1,333,955
Less 20% (per KCMF Policy II.G)	(266,791)
<b>Subtotal</b>	<b>1,067,164</b>
FY 2020/21 Ending Fund Balance	1,536,954
<b>Total Available to Allocate (c)</b>	<b>2,604,118</b>
FY 2021/22 Allocation Amount (d)	1,495,868
FY 2021/22 Unallocated Funds (c-d)	1,108,250



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: August 10, 2021

Subject: Contract #77-356 with Building Connections Behavioral Health, Inc.

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**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #77-356 with Building Connections Behavioral Health, Inc., a corporation, in an amount not to exceed \$3,200,000, to provide applied behavioral analysis (ABA) services for Contra Costa Health Plan (CCHP) members, for the period from July 1, 2021 through June 30, 2023.

**FISCAL IMPACT:**

This contract will result in contractual service expenditures of up to \$3,200,000 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. This contractor has been a part of the CCHP Provider Network for several years, formerly under a memorandum of understanding (MOU) with CCHP and was required to convert to a County contract.

Under contract 77-356, this contractor will provide ABA services for CCHP members for the period July 1, 2021 through June 30,

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APPROVE  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **08/10/2021**  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: August 10, 2021

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

By: Laura Cassell, Deputy

Contact: Sharron Mackey,  
925-313-6104

cc:

BACKGROUND: (CONT'D)

2023. This new contract is late because it required significant reviews and multiple revisions prior to approval as to legal form. The contract was approved as to legal form on July 21, 2021.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, certain ABA specialty 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.



Contra  
Costa  
County

To: Board of Supervisors  
From: David O. Livingston, Sheriff-Coroner  
Date: August 10, 2021  
Subject: Ricoh, USA, Inc.

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**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Sheriff-Coroner, or designee to execute a contract amendment with Ricoh, USA, Inc., to extend the term of the contract from October 1, 2017 through September 30, 2022 and for continued scanning and storing of documents as digital images, with no change to the payment limit of \$500,000.

**FISCAL IMPACT:**

\$500,000; Budgeted. 100% General Fund.

**BACKGROUND:**

The Office of the Sheriff needs to amend and extend the contract with Ricoh USA, Inc for scanning and indexing services. The Office of the Sheriff-Coroner has a backlog of files currently kept at the Office of the Sheriff's Records and Identification Unit. These documents include federal bookings and the Office of the Sheriff's Custody Alternative bookings. This amendment is in response to a change order provided by Ricoh regarding the scanning and storing of documents as digital images and to extend the termination date from September 30, 2021 to September 30, 2022.

**CONSEQUENCE OF NEGATIVE ACTION:**

The Office of the Sheriff will be unable to scan and index the backlog of documents at the Office of the Sheriff's Records and Identification Unit.

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APPROVE  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **08/10/2021**  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: August 10, 2021

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

By: Laura Cassell, Deputy

Contact: Chrystine Robbins,  
925-655-0008

cc:





CHILDREN'S IMPACT STATEMENT:

No impact.



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Deborah R. Cooper, Clerk-Recorder  
Date: August 10, 2021

Subject: Contract amendment with K&H Printers-Lithographers, Inc., to Print and Mail Ballots and Other Election Materials

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**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the County Clerk-Recorder, or designee, to execute a contract amendment with K&H Printers-Lithographers, Inc., to increase the payment limit by \$1,200,000 from \$6,000,000 to a new payment limit of \$7,200,000 to provide printed ballots, mailing services, and other election materials, with no change to the contract term of January 1, 2018 through December 31, 2021.

**FISCAL IMPACT:**

The increase is funded within the Elections Division budget in fiscal year 2021-22. Additionally, the full cost of the Elections Division's conduct of the 2021 Statewide Gubernatorial Recall Election is reimbursable by the State.

**BACKGROUND:**

California Administrative Code, Title 2, Division 7, Section 20220 provides that printers must be certified by the Secretary of State's Office in order to print ballots for a particular voting system. K&H Printers-Lithographers, Inc., is a certified printer for our election ballot tabulation system. K&H Printers-Lithographers, Inc., has successfully provided printed ballots, mailing services, and other election materials to Contra Costa since November 2013.

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APPROVE  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **08/10/2021**  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: August 10, 2021

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

By: Laura Cassell, Deputy

Contact: Sara Brady,  
925-335-7807

cc:

CONSEQUENCE OF NEGATIVE ACTION:

The Elections Division will be unable to conduct the Statewide Gubernatorial Recall Election without K&H Printers-Lithographers, Inc. providing printed ballots, mailing services, and production of other election materials.



Contra  
Costa  
County

To: Board of Supervisors  
From: Marc Shorr, Chief Information Officer  
Date: August 10, 2021

Subject: APPROVE and AUTHORIZE the Chief Information Officer to execute a Work Order with Microsoft Corporation in an amount not to exceed \$378,000.

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Chief Information Officer, or designee, to execute a Microsoft Enterprise Services Work Order (document #T002218-349362-429201) with Microsoft Corporation in an amount not to exceed \$378,000 to extend Microsoft Unified Advanced Support services for the period August 16, 2021 through August 15, 2022.

**FISCAL IMPACT:**

The cost for this Work Order is budgeted in the department's FY 2021/22 budget and is recovered by charges to our internal customers through DoIT's billing process.

**BACKGROUND:**

The Department of Information Technology initiates the renewal of the Microsoft Support each year. Unified Advanced Support is essential for the ongoing operation of many

APPROVE  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **08/10/2021**  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: August 10, 2021

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

By: Laura Cassell, Deputy

Contact: Marc Shorr,  
925-608-4071

cc: Nancy Zandonella

BACKGROUND: (CONT'D)

of the County's desktop computers and servers. The County is party to a Microsoft Premier Support Services Agreement dated June 13, 2014, that is extended each year for continued support services.

CONSEQUENCE OF NEGATIVE ACTION:

This support is a critical component to maintaining the County's workstations and servers. Without it, DoIT may be unable to resolve issues that arise during the course of normal County business.

CHILDREN'S IMPACT STATEMENT:



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: August 10, 2021

Subject: Contract #77-083-3 with Prohealth Home Care, Inc.

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**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Service Director, or designee, to execute on behalf of the County Contract #77-083-3 with Prohealth Home Care, Inc., a corporation, in an amount not to exceed \$300,000, to provide home health care and hospice services for Contra Costa Health Plan (CCHP) members, for the period from August 1, 2021 through July 31, 2024.

**FISCAL IMPACT:**

This contract will result in contractual service expenditures of up to \$300,000 over a three-year period and will be funded 100% by CCHP Enterprise Fund II revenues. (No rate increase)

**BACKGROUND:**

CCHP has an obligation to provide certain specialized home health care and hospice 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 August 1, 2017.

On July 30, 2019, the Board of Supervisors approved Contract #77-083-2 with Prohealth Home Care, Inc. in an amount not to exceed \$300,000 for the provision of home health care and hospice services for CCHP members, for the period from August 1, 2019 through July 31, 2021.

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APPROVE  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **08/10/2021**  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: August 10, 2021

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

By: Laura Cassell, Deputy

Contact: Sharron Mackey,  
925-313-6104

cc: K Cyr, M Wilhelm

BACKGROUND: (CONT'D)

Approval of Contract #77-083-3 will allow this contractor to continue to provide home health care and hospice services for CCHP members through July 31, 2024.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, certain specialized home health care and hospice 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: August 10, 2021

Subject: Contract #77-091-3 with Healthflex Home Health Services

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**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #77-091-3 with Healthflex Home Health Services, a corporation, in an amount not to exceed \$300,000, to provide home health care services for Contra Costa Health Plan (CCHP) members, for the period from August 1, 2021 through July 31, 2024.

**FISCAL IMPACT:**

This contract will result in contractual service expenditures of up to \$300,000 over a three-year period and will be funded 100% by CCHP Enterprise Fund II revenues. (No rate increase)

**BACKGROUND:**

CCHP has an obligation to provide certain specialized health care services, including home 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 August 1, 2017.

In August 2019, the County Administrator approved and the Purchasing Services Manager executed Contract #77-091-2 with Healthflex Home Health Services in an amount not to exceed \$75,000 for the provision of home health care services for CCHP members, for the period August 1, 2019 through July 31, 2021.

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APPROVE  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **08/10/2021**  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: August 10, 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)

Approval of Contract #77-091-3 will allow this contractor to continue to provide home health care services for CCHP members through July 31, 2024.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, certain specialty home health care services for its members under the terms of their Individual and Group Health Plan membership contracts with the County will not be provided.



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: August 10, 2021

Subject: Amendment/Extension #27-997-5 with S/T Health Group Consulting, Inc.

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**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract Amendment/Extension Agreement #27-997-5 with S/T Health Group Consulting, Inc., a corporation, effective September 30, 2021, to amend Contract #27-997-3 (as amended by Contract Extension Agreement #27-997-4) to increase the payment limit by \$150,000 from \$150,000 to a new payment limit of \$300,000, and extend the termination date from September 30, 2021 to September 30, 2022, to continue to provide 340B Program Pharmacy Audit services.

**FISCAL IMPACT:**

Approval of this amendment will result in additional annual expenditures of up to \$150,000 and will be funded as budgeted by the department in FY 2021-22, by Contra Costa Health Plan Enterprise Fund II revenues.

**BACKGROUND:**

This contract meets the County's responsibilities and the social needs of the County's population by providing 340B pharmacy audits with County contracted pharmacies in order to recover possible monies overpaid due to errors, to confirm formulary guidelines and to verify pricing agreements are followed. The County has contracted with this contractor since 2015.

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APPROVE  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **08/10/2021**  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: August 10, 2021

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

By: Laura Cassell, Deputy

Contact: Sharron Mackey,  
925-313-6104

cc: K Cyr, M Wilhelm

BACKGROUND: (CONT'D)

In March 2020, the County Administrator approved and the Purchasing Services Manager executed Contract #27-997-3, with S/T Health Group Consulting, Inc., in an amount not to exceed \$150,000 for the provision of performing 340B pharmacy audits with contracted pharmacies to confirm formulary guidelines and pricing agreements are being followed, and recover any monies that were overpaid due to errors, for the period April 1, 2020 through March 31, 2021.

In February 2021, the County Administrator approved and the Purchasing Services Manager executed Extension/Amendment Contract #27-997-4, with S/T Health Group Consulting, Inc., to extend the term of the contract from March 31, 2021 to a new term of September 30, 2021 with no increase in the contract payment limit of \$150,000, for the provision of 340B pharmacy audits with contracted pharmacies to confirm formulary guidelines and pricing agreements are being followed, and recover any monies that were overpaid due to errors for the period April 1, 2020 through September 30, 2021.

Approval of Contract Amendment/Extension Agreement #27-997-5 will increase the contract payment limit by \$150,000 to a new contract payment limit of \$300,000, and extend the contract term from September 30, 2021 to September 30, 2022 and allow the contractor to provide additional 340B pharmacy audit services through September 30, 2022.

CONSEQUENCE OF NEGATIVE ACTION:

If this amendment is not approved, this contractor will not provide additional pharmacy audit services and the County's 340B pricing agreements will not be reviewed for possible errors.



Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: August 10, 2021

Subject: Contract #72-155-2 with National Labs, Inc.

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**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #72-155-2 with National Labs, Inc., a corporation, in an amount not to exceed \$8,910,000, to provide clinical laboratory services for COVID-19 tests for Contra Costa Health Services (CCHS), for the period from August 1, 2021 through July 31, 2022.

**FISCAL IMPACT:**

Approval of this contract will result in annual expenditures of up to \$8,910,000 for 1 year and will be funded 100% by the Federal American Rescue Plan Act revenues.

**BACKGROUND:**

On March 10, 2020, the Board of Supervisors requested that the Governor proclaim a State of Emergency in Contra Costa County (Gov. Code Section 8625) due to COVID-19. The Health Department must use all available preventative measures to combat the spread of COVID-19 which includes testing and vaccine administration. The Department must enter into contracts for these services and competitive bidding requirements are suspended to the extent necessary to address the effects of COVID-19. This contract

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APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **08/10/2021**  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: August 10, 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)

will increase the County's ability to process laboratory specimens related to COVID-19 testing collected throughout the County and reduce delays in receiving test results.

On August 11, 2020, the Board of Supervisors approved Contract #72-155 with National Labs, Inc., in an amount not to exceed \$8,910,000 for COVID-19 testing, for the period from August 1, 2020 through July 31, 2021.

On April 20, 2021, the Board of Supervisors approved Amendment Agreement #72-155-1 with National Labs, Inc to increase the payment limit by \$3,000,000 to a new payment limit of \$11,910,000 to provide additional COVID-19 testing services with no change in the term.

Approval of Contract #72-155-2 will allow this contractor to continue provide clinical laboratory services, including laboratory processing of COVID-19 tests for CCHS through July 31, 2022.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, the County will not have access to this contractor's clinical laboratory services and COVID-19 testing results will be delayed.



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: August 10, 2021

Subject: Contract #26-755-13 with Brown Miller Communications, Inc.

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Health Services Director, or designee, to execute on behalf of the County Contract #26-755-13 with Brown Miller Communications, Inc., a corporation, in an amount not to exceed \$250,000, to provide consultation, technical assistance and strategic planning with regard to the Affordable Care Act and COVID-19 communications, for the period from September 1, 2021 through August 31, 2022.

**FISCAL IMPACT:**

Approval of this contract will result in annual expenditures of up to \$250,000 for a 1 year period and will be funded as budgeted by the Department by 60% Federal Emergency funds (CARES Act)(\$150,000) and 40% by Hospital Enterprise Fund I (\$100,000). (No rate increase)

**BACKGROUND:**

On March 10, 2020, the Board of Supervisors requested that the Governor proclaim a State of Emergency in Contra Costa County (Gov. Code Section 8625) due to COVID-19. The Health Department must use all available preventative measures to combat the spread of COVID-19 which includes testing and vaccine administration. The Department must enter into contracts for these services and competitive bidding requirements are suspended to the extent necessary to address the effects of COVID-19.

---

APPROVE  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **08/10/2021**  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: August 10, 2021

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

By: Laura Cassell, Deputy

Contact: Anna Roth,  
925-957-2670

cc: Marcy Wilhelm

BACKGROUND: (CONT'D)

On September 11, 2018, the Board of Supervisors approved Contract #26-755-8 with Brown Miller Communications, Inc., in amount not exceed \$140,000, to provide consultation and technical assistance with strategic planning to implement the Affordable Care Act, for the period from September 1, 2018 through August 31, 2019.

On July 9, 2019, the Board of Supervisors approved Amendment/Extension #26-755-9 to increase the payment limit by \$170,000 to a new payment limit \$310,000 and to extend the termination date from August 30, 2019 to August 31, 2020, for assistance with additional strategic planning to implement new opportunities presented through Health Care Reform.

On January 21, 2020, the Board of Supervisors approved Amendment #26-755-10 to increase the payment limit by \$125,000 to a new payment limit of \$435,000 with no change in the term, to provide additional support and planning for new opportunities presented through Health Care Reform.

On March 31, 2020, the Board of Supervisors approved Amendment #26-755-11 to increase the payment limit by \$200,000 to a new payment limit of \$635,000 and to extend the term from August 31, 2020 to August 31, 2020<sup>1</sup> to provide additional communication support services with regard COVID-19.

On July 28, 2020, the Board of Supervisors approved Amendment #26-755-12 to increase the payment limit by \$900,000 to a new payment limit of \$1,535,000 with no change in the term to provide additional communication support regarding COVID-19.

Approval of Contract #26-755-13 will allow this contractor to continue to provide consultation, technical assistance and strategic planning with regard to the Affordable Care Act and COVID-19 communications through August 31, 2022.

CONSEQUENCE OF NEGATIVE ACTION:

If this contract is not approved, the County will not have access to the contractor's strategic planning services.



**Contra  
Costa  
County**

To: Board of Supervisors  
From: John Gioia, District I Supervisor  
Date: August 10, 2021

Subject: Resolution supporting the grant application for Citizens for Greener Communities for Prop 68 funding for El Sobrante New Park Project

**RECOMMENDATION(S):**

ADOPT Resolution No. 2021/256 supporting the grant application of Citizens for Greener Communities for Proposition 68 funding for the El Sobrante New Park project.

**FISCAL IMPACT:**

The application process does not have a fiscal impact. If the grant is approved it is one-time funding, ongoing operational and maintenance costs will be required and will return to the Board of Supervisors for consideration.

**BACKGROUND:**

In November 2018, California voters approved Proposition 68, which created a grant program to fund the creation or renovation of parks in California. The purpose of the Statewide Park Development and Community Revitalization Grant Program is to create and expand recreation opportunities in critically underserved communities across California. The grant program is administered by the California Department of Parks and Recreation.

Non-profit organizations are allowed to apply for grants. This year, Citizens for Greener Communities (GRECO), a non-profit organization in El Sobrante, applied for a grant in the amount of \$8,486,000 to fund the El Sobrante New Park project.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **08/10/2021**  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: August 10, 2021

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

By: Stacey M. Boyd, Deputy

Contact: Brian Balbas (925)  
313-2000

cc:





## BACKGROUND: (CONT'D)

This project is a proposal for a 1.5-acre creekside community park, located at 4001 and 4011 San Pablo Dam Road (APNs 420-010-001 and 420-010-002), adjacent to San Pablo Creek in downtown El Sobrante. The site is currently owned by a third party. Grant funds would be used by GRECO to purchase the property. GRECO's resolution of application for grant funds states that GRECO intends to transfer the entire project, acquisition, development, operations, and contract obligations to Contra Costa County if the State awards grant funds for the El Sobrante New Park project to GRECO.

GRECO has requested that the Board of Supervisors adopt a resolution supporting the organization's grant application. The attached resolution:

- Expresses the Board's support for GRECO's grant application.
- Authorizes the County to enter into negotiations with GRECO, and the current third-party owner of the El Sobrante New Park project site if necessary, for the County's possible acquisition, development, and operation of the El Sobrante New Park.
- Provides that the County's acquisition of the project site is contingent on compliance with the California Environmental Quality Act and on the residents of County Service Area (CSA) R-9 approving a ballot initiative to fund the purchase, development, and on-going operation and maintenance of any improvements contemplated at the site for public use.

The attached resolution does not commit the County to purchasing the property. If the grant is awarded, a future agreement for the acquisition, design, construction, management, and long-term operation of the site is subject to approval by the Board of Supervisors.

## AGENDA ATTACHMENTS

Resolution 2021/256

## MINUTES ATTACHMENTS

Signed: Resolution No. 2021/256

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

Adopted this Resolution on 08/10/2021 by the following vote:

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



**Resolution No. 2021/256**

IN THE MATTER OF: Supporting an Application for the Statewide Park Development and Community Revitalization Program Grant Funds:

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Statewide Park Development and Community Revitalization Grant Program, setting up necessary procedures governing the application;

WHEREAS, said procedures established by the State Department of Parks and Recreation require the applicant to certify by resolution the approval of the application before submission of said application to the State;

WHEREAS, successful applicants will enter into a contract with the State of California to complete the Grant Scope project;

WHEREAS, on June 2, 2021, Citizens for Greener Communities (GRECO), a non-profit organization, approved and adopted a resolution approving GRECO's filing of an application to receive funds from the Statewide Park Development and Community Revitalization Grant Program for the El Sobrante New Park project;

WHEREAS, the El Sobrante New Park project is a proposal for a 1.5-acre creekside community park, located at 4001 and 4011 San Pablo Dam Road (APNs 420-010-001 and 420-010-002), adjacent to San Pablo Creek in downtown El Sobrante; and

WHEREAS, GRECO applied for a grant in the amount of \$8,486,000; and

WHEREAS, GRECO's resolution of application states that GRECO intends to transfer the entire project, acquisition, development, operations, and contract obligations to Contra Costa County if the State awards grant funds for the El Sobrante New Park project to GRECO.

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

1. The Board of Supervisors supports the filing of the grant application by GRECO for the El Sobrante New Park project.
2. If the State awards grant funds to GRECO for the El Sobrante New Park project, the County intends to enter into negotiations with GRECO, and the current third-party owner of the El Sobrante New Park project site if necessary, for the County's possible acquisition, development, and operation of the El Sobrante New Park.
3. The County's possible acquisition of the El Sobrante New Park project site (the Site) is contingent on all of the following:
  - a. The receipt by Contra Costa County Public Works of Phase I and Phase II Environmental Assessments for the Site (APNs 420-010-001 and 420-010-002, 4001 and 4011 San Pablo Dam Road) in a form satisfactory to Public Works, and the property seller's agreement to bear any costs for the remediation of the Site for contamination identified by the Phase I and Phase II Environmental Assessments.
  - b. The residents of County Service Area (CSA) R-9 approving a ballot initiative to fund the purchase, development, and on-going operation and maintenance of any improvements contemplated at the Site for public use.
  - c. The receipt by Contra Costa County Public Works, in a form satisfactory to Public Works, of a title report for the Site

showing all easements, encumbrances, assessments, and liens.

- d. The receipt by Contra Costa County Public Works, in a form satisfactory to Public Works, of a geotechnical report documenting the soil conditions and any geological hazards of the Site.
- e. The receipt by Contra Costa County Public Works, in a form satisfactory to Public Works, of a flood plain study and hydrological report for the Site.
- f. Compliance with the California Environmental Quality Act (Public Resources Code § 21000 et seq.)
- 4. The County agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.
- 5. The County will consider promoting inclusion per Public Resources Code § 80001(b)(8)(A-G).
- 6. Should the grant be awarded, the County's acceptance of the project and State contract obligations from GRECO, and an agreement for the acquisition, design, construction, management, and long-term operation of the Site, are subject to approval by the Board of Supervisors.

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

**ATTESTED: August 10, 2021**

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

**Contact: Brian Balbas (925) 313-2000**

By: Stacey M. Boyd, Deputy

**cc:**

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

Adopted this Resolution on 08/10/2021 by the following vote:

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

**AYE:**  5

**NO:**

**ABSENT:**

**ABSTAIN:**

**RECUSE:**



**Resolution No. 2021/256**

**IN THE MATTER OF:** Supporting an Application for the Statewide Park Development and Community Revitalization Program Grant Funds:

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Statewide Park Development and Community Revitalization Grant Program, setting up necessary procedures governing the application;

WHEREAS, said procedures established by the State Department of Parks and Recreation require the applicant to certify by resolution the approval of the application before submission of said application to the State;

WHEREAS, successful applicants will enter into a contract with the State of California to complete the Grant Scope project;

WHEREAS, on June 2, 2021, Citizens for Greener Communities (GRECO), a non-profit organization, approved and adopted a resolution approving GRECO's filing of an application to receive funds from the Statewide Park Development and Community Revitalization Grant Program for the El Sobrante New Park project;

WHEREAS, the El Sobrante New Park project is a proposal for a 1.5-acre creekside community park, located at 4001 and 4011 San Pablo Dam Road (APNs 420-010-001 and 420-010-002), adjacent to San Pablo Creek in downtown El Sobrante; and

WHEREAS, GRECO applied for a grant in the amount of \$8,486,000; and

WHEREAS, GRECO's resolution of application states that GRECO intends to transfer the entire project, acquisition, development, operations, and contract obligations to Contra Costa County if the State awards grant funds for the El Sobrante New Park project to GRECO.

**NOW, THEREFORE, BE IT RESOLVED** by the Contra Costa County Board of Supervisors:

1. The Board of Supervisors supports the filing of the grant application by GRECO for the El Sobrante New Park project.
2. If the State awards grant funds to GRECO for the El Sobrante New Park project, the County intends to enter into negotiations with GRECO, and the current third-party owner of the El Sobrante New Park project site if necessary, for the County's possible acquisition, development, and operation of the El Sobrante New Park.
3. The County's possible acquisition of the El Sobrante New Park project site (the Site) is contingent on all of the following:
  - a. The receipt by Contra Costa County Public Works of Phase I and Phase II Environmental Assessments for the Site (APNs 420-010-001 and 420-010-002, 4001 and 4011 San Pablo Dam Road) in a form satisfactory to Public Works, and the property seller's agreement to bear any costs for the remediation of the Site for contamination identified by the Phase I and Phase II Environmental Assessments.
  - b. The residents of County Service Area (CSA) R-9 approving a ballot initiative to fund the purchase, development, and on-going operation and maintenance of any improvements contemplated at the Site for public use.
  - c. The receipt by Contra Costa County Public Works, in a form satisfactory to Public Works, of a title report for the Site

showing all easements, encumbrances, assessments, and liens.

- d. The receipt by Contra Costa County Public Works, in a form satisfactory to Public Works, of a geotechnical report documenting the soil conditions and any geological hazards of the Site.
- e. The receipt by Contra Costa County Public Works, in a form satisfactory to Public Works, of a flood plain study and hydrological report for the Site.
- f. Compliance with the California Environmental Quality Act (Public Resources Code § 21000 et seq.)
4. The County agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.
5. The County will consider promoting inclusion per Public Resources Code § 80001(b)(8)(A-G).
6. Should the grant be awarded, the County's acceptance of the project and State contract obligations from GRECO, and an agreement for the acquisition, design, construction, management, and long-term operation of the Site, are subject to approval by the Board of Supervisors.

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

**ATTESTED: August 10, 2021**

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

  
By: Stacey M. Boyd, Deputy

Contact: Brian Balbas (925) 313-2000

cc:



**Contra  
Costa  
County**

To: Board of Supervisors  
From: Kathy Gallagher, Employment & Human Services Director  
Date: August 10, 2021

Subject: California State University Sacramento Non-Financial Student Internship Agreement

---

**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Employment and Human Services Director, or designee, to execute a non-financial Agreement with the California State University, Sacramento for student internship placement(s) for social work field experience in the County for the period September 1, 2021 through August 31, 2026.

**FISCAL IMPACT:**

This Agreement will not affect department expenditures. This is a non-financial agreement.

**BACKGROUND:**

The California State University, Sacramento (CSUS) provides Nursing, Allied Health, and Social Work Programs, and desires its students to obtain practical experience at agencies to facilitate acquiring professional field experience. Employment and Human Services Department (EHSD) desires to participate in CSUS' student internship program in the field of Social Work. EHSD can provide students with practical experience in their chosen field of Social Work and contribute to the learning experience.

This Agreement contains mutual indemnification and insurance language, which has been reviewed and approved by County's Risk Management Department.

---

APPROVE
  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR
  RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **08/10/2021**  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: August 10, 2021

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

By: Stacey M. Boyd, Deputy

Contact: A. Bailey-Nesbitt,  
925-608-4930

cc:

CONSEQUENCE OF NEGATIVE ACTION:

EHSD would not be able to help develop, provide field experience, and promote County employment to future County Social Workers. In addition, EHSD would not be able to provide field experience to EHSD Social Worker Staff to support professional development in obtaining higher education and potential career advancement opportunities within EHSD.





Contra  
Costa  
County

To: Board of Supervisors  
From: John Kopchik, Director, Conservation & Development Department  
Date: August 10, 2021

Subject: General Plan Amendment Authorization for Classic Boat Works

---

**RECOMMENDATION(S):**

1. AUTHORIZE initiation of a General Plan Amendment (GPA) process to consider changing the General Plan land use designation from Public and Semi-Public (PS) to Commercial (CO) for a 27,748 square-foot (0.64-acre) parcel located at 1535 Discovery Bay Boulevard in Discovery Bay, Assessor's Parcel Number 008-200-010. (County File #GP21-0001)

2. ACKNOWLEDGE that granting this authorization does not imply any sort of endorsement for the application to amend the General Plan, but only that the matter is appropriate for consideration.

**FISCAL IMPACT:**

None. If the authorization is granted, the project applicant will pay application fees to cover the cost of processing the GPA.

**BACKGROUND:**

On May 20, 2021, the Department of Conservation and Development received a letter from Mr. Kenneth Luke, owner of Classic Boat Works, requesting a GPA to change the land use designation of the subject

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **08/10/2021**  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: August 10, 2021

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

By: Stacey M. Boyd, Deputy

Contact: Daniel Barrios (925)  
655-2901

cc:

## BACKGROUND: (CONT'D)

site from PS to CO for the purpose of opening a boat repair business (see Attachment A). The subject site is zoned Planned Unit District (P-1). Attachment B illustrates the existing and proposed General Plan designations, while Attachment C illustrates the zoning.

The subject property was previously Fire Station #58 owned and operated by the East Contra Costa Fire Protection District. The current owner/applicant purchased the property at auction following the station's closure. The property is occupied by the decommissioned fire station building and paved parking areas. To the north are a small office building and single-family homes, designated CO and Single-Family Residential Medium-Density, respectively. Across Discovery Bay Boulevard to the west is Discovery Bay Shopping Centre, also designated CO. To the south and east are the Town of Discovery Bay Community Center and Community Services District offices. This area is also designated PS. Attachment D is an aerial photo of the site and its surroundings.

The applicant is interested in establishing a boat repair business at the subject site to serve the water-oriented Discovery Bay community. The facility would be a second location for their existing business in Brentwood. The building's current configuration lends itself to this use because the large fire engine bays allow for easy ingress/egress of boats and provide ample working space. While changing the land use designation to CO would allow up to 27,748 square feet of potential development, the applicant has indicated that the property would not be altered except for installation of a side yard fence. The parking areas would be used for storing boats awaiting service.

The proposed CO land use designation would generally be consistent and compatible with the other non-residential designations in the area. Staff does not foresee negative impacts associated with reuse of the building itself; however, similar to auto repair, boat repair is a use that can negatively impact nearby sensitive uses (e.g., homes), primarily because of potential noise and fumes. The proposed outdoor boat storage could result in aesthetic impacts if the boats are improperly screened, and on Discovery Bay Boulevard there could be traffic movement conflicts associated with trucks towing boat trailers. Because the project requires discretionary approvals, its potential environmental effects would be evaluated and any necessary mitigation measures would be identified, pursuant to the California Environmental Quality Act. As boat repair is an essential service for a water-oriented recreational community, and potential impacts are likely mitigatable, staff recommends Board authorization to proceed with the GPA process.

Staff emphasizes that authorization to proceed with the GPA process does not imply the Board's support or endorsement for the application to amend the General Plan, but only that this matter is appropriate for further consideration. The applicant should be aware that the GPA application may be administratively closed if the remaining application materials have not been submitted within one year of the Board's authorization to proceed.

## CONSEQUENCE OF NEGATIVE ACTION:

If the Board decides against authorizing initiation of the GPA process, then an application to amend the General Plan cannot be filed and the subject site will retain its PS land use designation.

## ATTACHMENTS

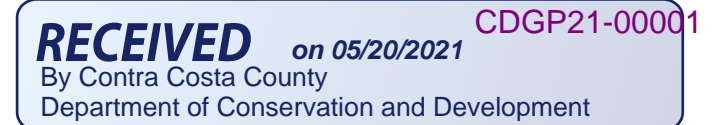
Attachment A - Letter from Kenneth Luke

Attachment B - General Plan Land Use Maps

Attachment C - Zoning Maps

Attachment D - Aerial Photograph of Project Site





**CLASSIC BOAT WORKS**  
**1535 DISCOVERY BAY BLVD**  
**DISCOVERY BAY, CA 94505**  
**(925)451-2318, email: classic\_boatworks@yahoo.com**

May 19, 2021

Mr. John Kopchik  
Director  
Conservation and Development Department  
Contra Costa County  
30 Muir Road  
Martinez, CA 94553

RE: General Plan Amendment for Parcel # (APN) 008-200-010-0  
1535 Discovery Bay Blvd, Discovery Bay, CA 94505

Dear Mr. Kopchik,  
Please accept this letter as a formal request of the Board of Supervisors for a General Plan Amendment (GPA) for Parcel # 008-200-010-0. We are requesting a change in the land use designation from Public/Semi-Public (PS) to Commercial land use designation (CO).

The subject property is located at 1535 Discovery Bay Blvd, in the center of the Town of Discovery Bay. It sits adjacent to the community center and is located across the street from the Discovery Bay Shopping Center. The site was previously owned and operated by the Contra Costa County Fire Protection District. It was the location for Fire Station # 58. The station closed in July 2010 and has been either vacant or used by the Parks & Recreation Department as storage since that time.

The Town of Discovery Bay is a community that is surrounded by water and is highly regarded as a boating community. Over that last several years, numerous boat repair shops have gone out of business in the area. That decline is not proportionate to the numbers of boaters in the community. We would like to expand our existing boat repair service shop to this location. We currently operate out of a location on Brentwood Blvd in nearby Brentwood. We already service a number of Discovery Bay residents at our current location but being able to provide this much needed service in their own backyard would be beneficial to the community. In addition, we have and continue to work with Nor Cal Mastercraft which is located just down the street from the firehouse in Discovery Bay. We assist them by providing service on boat models that are out of warranty.

The building itself contains two large bays in the garage area that housed the fire engines. This type of building is ideal for performing boat repair and is not likely to be able to be used by any other type of business in its current classification. The property has a small interior office area that we would like to use to sell boat parts and accessories to the local boaters and fishermen. The site also has a large, paved parking lot as well as back yard. The paved area is ideal for housing boats that are in service or storage.

We are a small family-owned veteran-based business. We seek to provide a service that is both needed and wanted by the residents of Discovery Bay and the surrounding areas. The proximity to the water



makes it an advantageous and convenient repair location for the community. Our main focus is to be an asset to the community and its residents. We have already resounding positive feedback from the locals regarding our intentions with the property.

We do not plan to alter the exterior of the building, other than to install a fence to protect the side yard area. We respect the fact that this was a firehouse, and we plan to honor that and keep that history alive. There are memorial plaques on the property that we plan to leave in place. In addition, we plan to design a shadow box in the engine bay area to commemorate all of the hard work performed by the firefighters at this station.

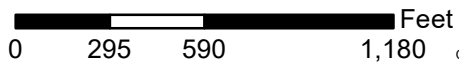
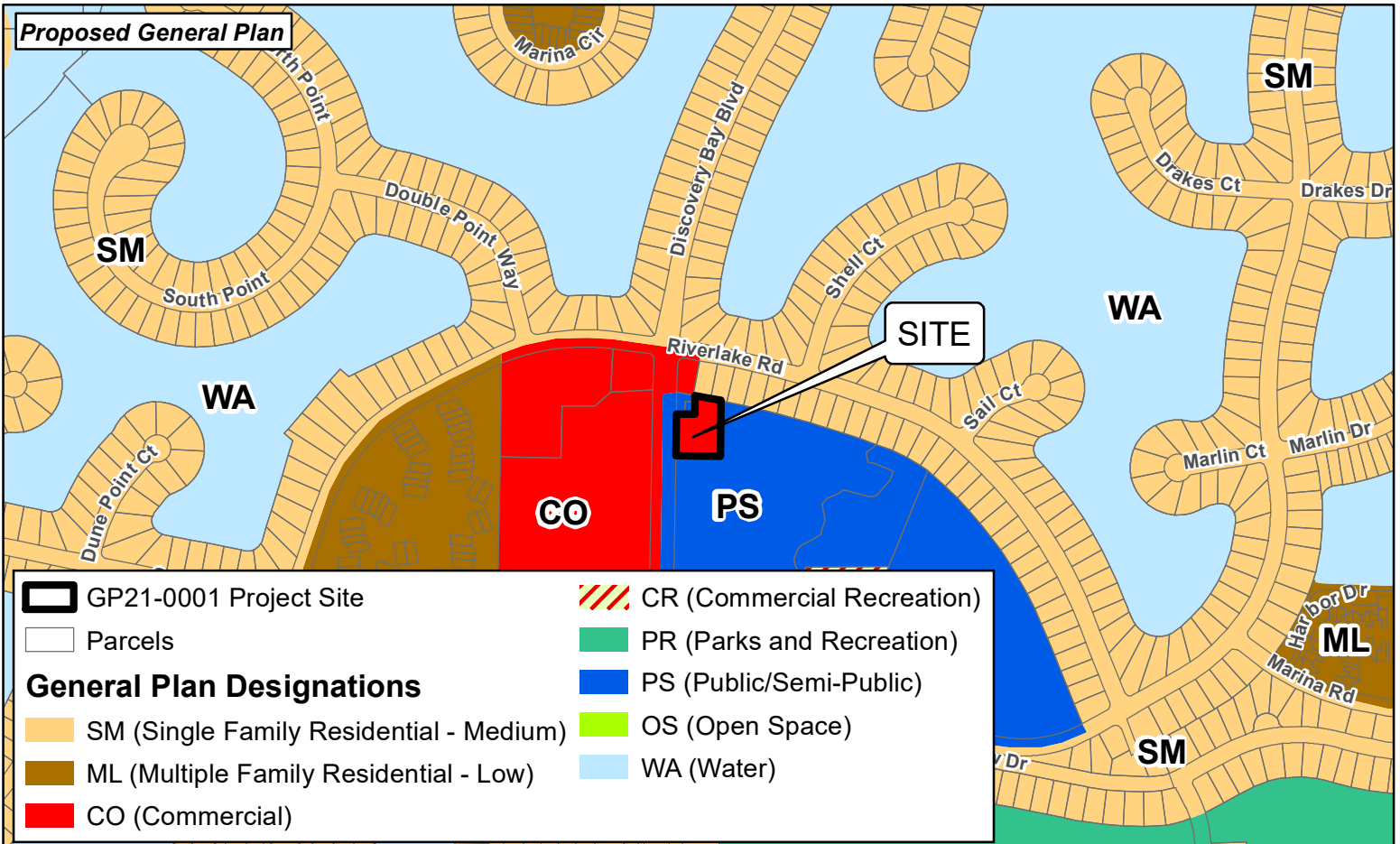
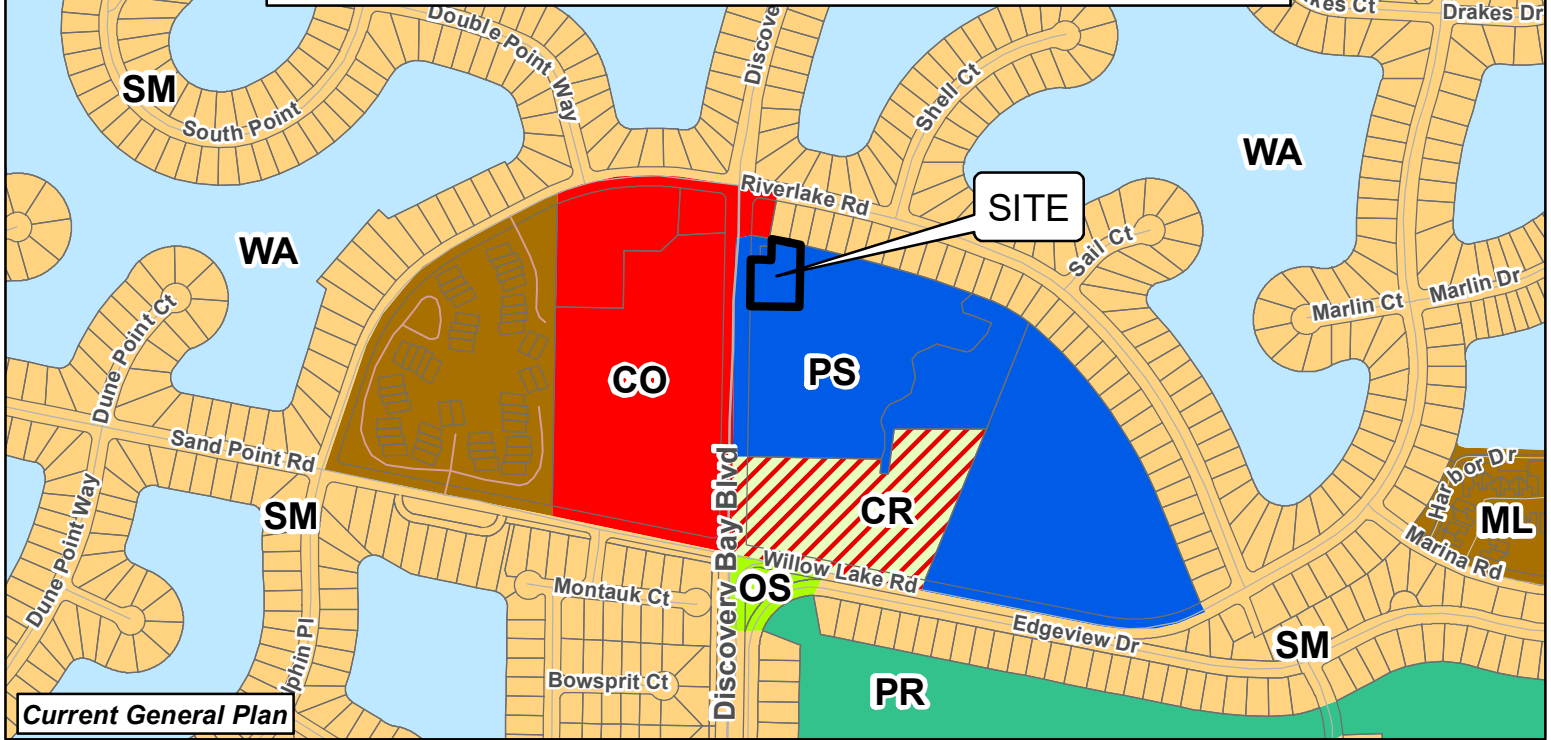
Thank you for your consideration. If you require any additional information, please contact me so that I can answer any of your questions.

Yours truly,

A handwritten signature in black ink, appearing to read 'K. Luke', with a long horizontal flourish extending to the right.

Kenneth Luke  
Owner  
Classic Boat Works

# Attachment B: APN: 008-200-010 General Plan Amendment Study (GP21-0001) General Plan Designations

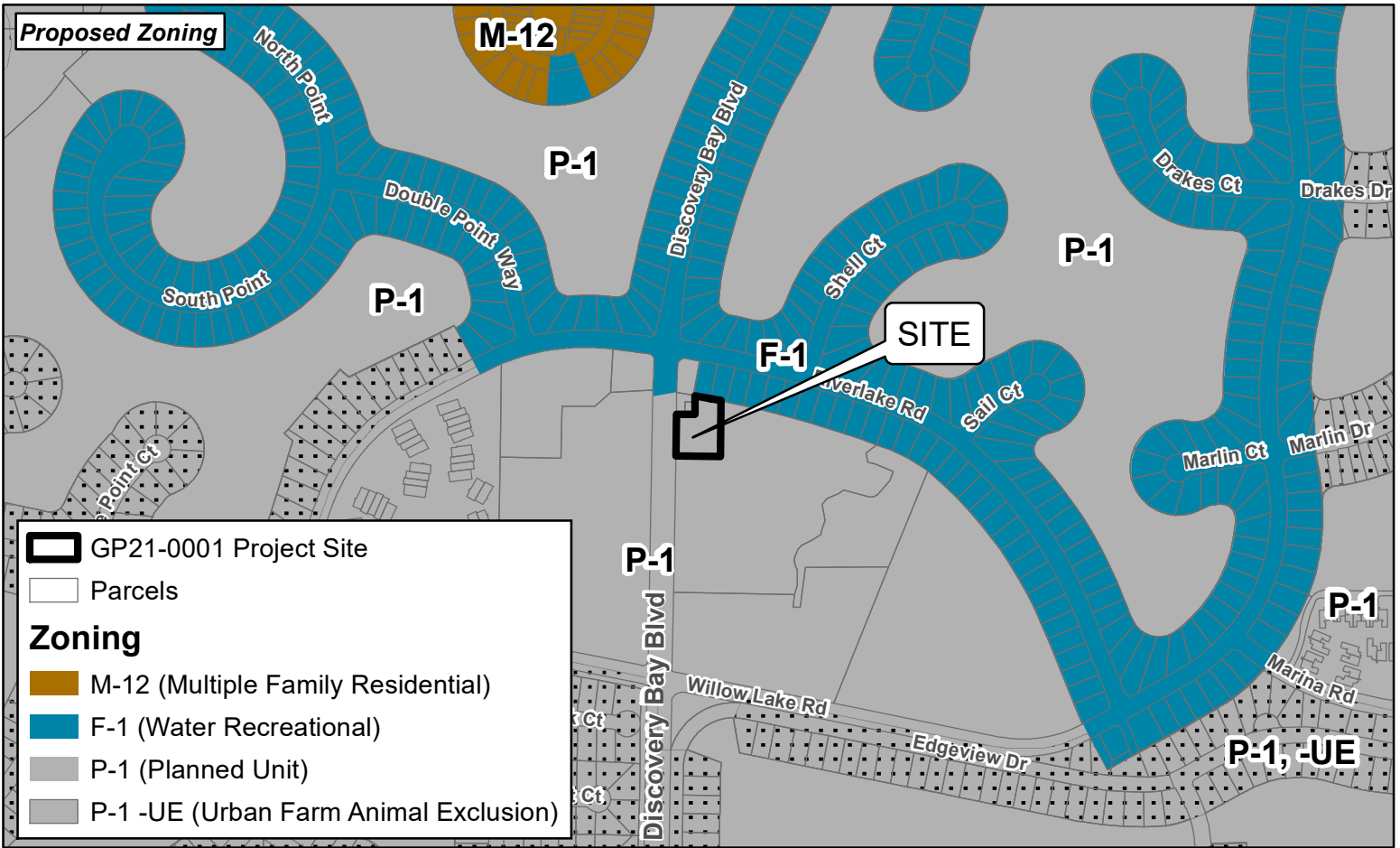
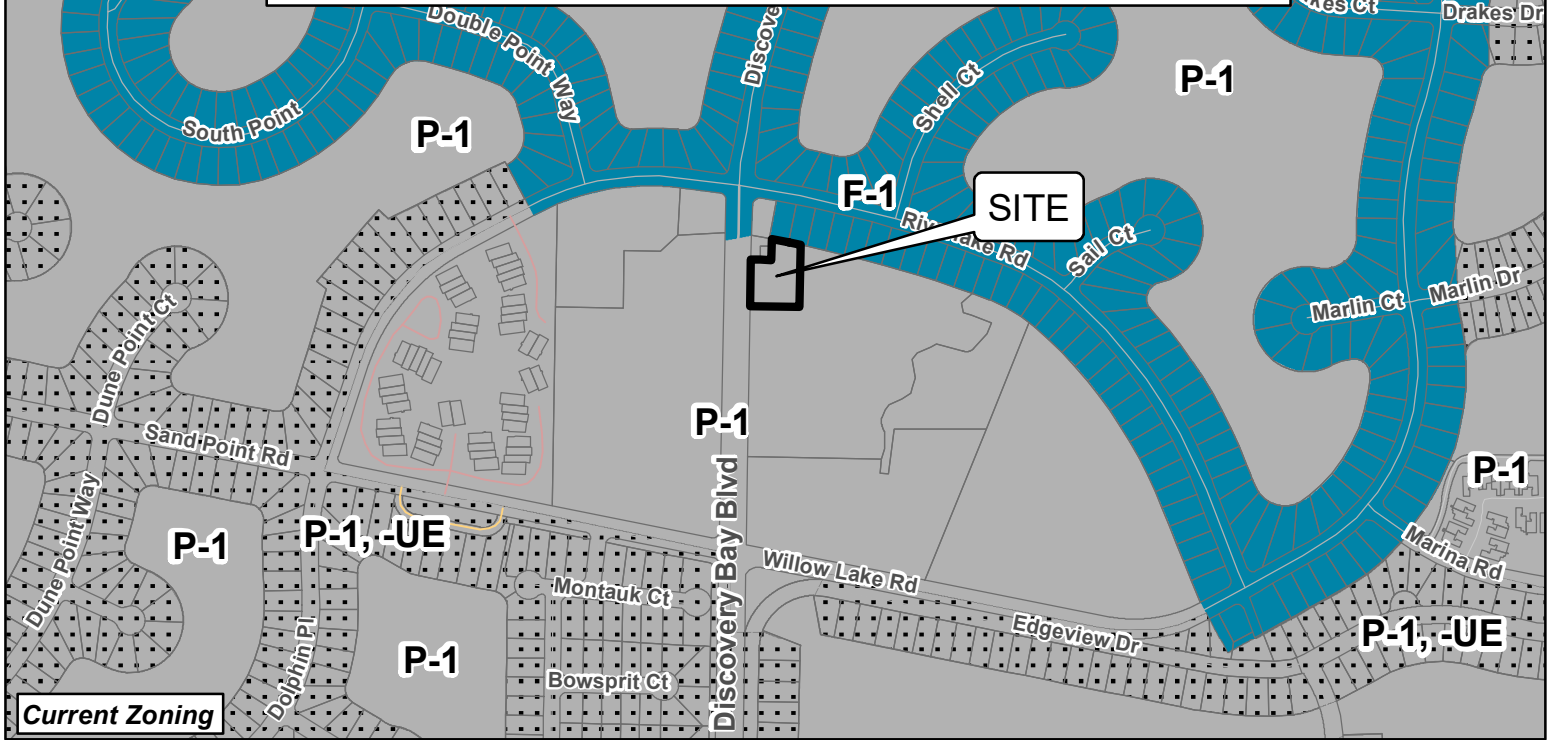


Map Created 7/15/2021  
by Contra Costa County Department of  
Conservation and Development, GIS Group  
30 Muir Road, Martinez, CA 94553  
37:59:41.791N 122:07:03.756W

This map was created by the Contra Costa County Department of Conservation and Development with data from the Contra Costa County GIS Program. Some base data, primarily City Limits, is derived from the CA State Board of Equalization's tax rate areas. While obligated to use this data the County assumes no responsibility for its accuracy. This map contains copyrighted information and may not be altered. It may be reproduced in its current state if the source is cited. Users of this map agree to read and accept the County of Contra Costa disclaimer of liability for geographic information.



# Attachment C: APN: 008-200-010 General Plan Amendment Study (GP21-0001) Zoning Map

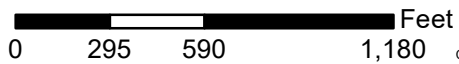


**GP21-0001 Project Site**

Parcels

**Zoning**

- M-12 (Multiple Family Residential)
- F-1 (Water Recreational)
- P-1 (Planned Unit)
- P-1 -UE (Urban Farm Animal Exclusion)



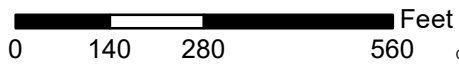
Map Created 7/15/2021  
by Contra Costa County Department of  
Conservation and Development, GIS Group  
30 Muir Road, Martinez, CA 94553  
37:59:41.791N 122:07:03.756W

This map was created by the Contra Costa County Department of Conservation and Development with data from the Contra Costa County GIS Program. Some base data, primarily City Limits, is derived from the CA State Board of Equalization's tax rate areas. While obligated to use this data the County assumes no responsibility for its accuracy. This map contains copyrighted information and may not be altered. It may be reproduced in its current state if the source is cited. Users of this map agree to read and accept the County of Contra Costa disclaimer of liability for geographic information.





# Attachment D: APN: 008-200-010 General Plan Amendment Study (GP21-0001) Aerial Photograph



Map Created 7/16/2021  
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

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Contra  
Costa  
County

To: Board of Supervisors  
From: John Kopchik, Director, Conservation & Development Department  
Date: August 10, 2021

Subject: General Plan Amendment Authorization for Buchanan Field Fulfillment Center

---

**RECOMMENDATION(S):**

1. AUTHORIZE initiation of a General Plan Amendment (GPA) process to consider changing the General Plan land use designation from Public and Semi-Public (PS) to Light Industry (LI) for a 15.5-acre portion of an undeveloped parcel located between Sally Ride Drive and Marsh Drive at Buchanan Field Airport, Assessor's Parcel Number 125-010-023. (County File #GP21-0002)

2. ACKNOWLEDGE that granting this authorization does not imply any sort of endorsement for the application to amend the General Plan, but only that the matter is appropriate for consideration.

**FISCAL IMPACT:**

None. If the authorization is granted, the project applicant will pay application fees to cover the cost of processing the GPA.

**BACKGROUND:**

On July 6, 2021, the Department of Conservation and Development received documents from Mr. Karl Higgins, FSRE Industrial Concord, LLC, describing a proposed 97,989 square foot warehouse/fulfillment center, with an additional 8,192 square foot internal mezzanine office space, at Buchanan Field Airport (see Attachment A). The subject site is designated PS on the General Plan Land Use Element Map and zoned

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **08/10/2021**  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: August 10, 2021

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

By: Stacey M. Boyd, Deputy

Contact: Will Nelson (925)  
655-2898

cc:



## BACKGROUND: (CONT'D)

Unrestricted (U). The applicant requests redesignation of the subject site from PS to Business Park (BP); however, the BP designation is proposed for elimination through the Envision Contra Costa 2040 process and staff has determined that Light Industry (LI) is a more appropriate designation in this instance. Attachment B illustrates the existing and proposed General Plan designations, while Attachment C illustrates the zoning.

The subject site is a 15.5-acre portion of an undeveloped parcel on the western edge of Buchanan Field Airport, between Marsh Drive and Sally Ride Drive. The parcel is flat except for two drainage ditches. It is covered by non-native grasses, which are regularly mowed. One small tree, which would be removed, is located in the site's northwest corner. Airport property and uses border the site to the north, east, and south. To the west, across Marsh Drive, are mobile home parks. Attachment D is an aerial photo of the site and its surroundings.

The project involves development of a warehouse/fulfillment center. The 106,181 square foot rectangular building would be 44 feet tall, which includes a parapet for screening of rooftop mechanical equipment. The building's appearance would be typical of concrete tilt-up, light industrial construction. Truck and van loading/unloading areas would be on the building's north and east sides, with extensive surface parking to the south. Truck and van ingress/egress would be on Sally Ride Drive, away from the residential uses across Marsh Drive. Landscaping is proposed along the site's perimeter and within parking areas. On- and off-site infrastructure improvements would be required pursuant to the County Ordinance Code.

Light industrial development is common adjacent to airports and developing the subject site as proposed is consistent with the County's vision for Buchanan Field. The project would bring approximately 300 permanent jobs to the area, support the Airport Enterprise Fund, and increase the tax base. Because the project requires discretionary approval, its potential environmental effects (staff anticipates traffic, hydrology, greenhouse gas and other emissions and construction-period impacts [noise, dust, etc.] being the issues that require the most substantive review) would be evaluated and any necessary project conditions and mitigation measures would be identified, pursuant to the California Environmental Quality Act. For these reasons, staff recommends Board authorization to proceed with the GPA process. Staff emphasizes that authorization to proceed does not imply the Board's ultimate endorsement of the application to amend the General Plan, but only that this matter is appropriate for consideration.

## CONSEQUENCE OF NEGATIVE ACTION:

If the Board decides not to authorize initiation of the GPA process, then an application to amend the General Plan cannot be filed and the subject site will retain its PS land use designation. The proposed warehouse/fulfillment center project would not be able to proceed.

## ATTACHMENTS

Attachment A - Materials Submitted by FSRE Industrial Concord, LLC

Attachment B - General Plan Land Use Maps

Attachment C - Zoning Maps

Attachment D - Aerial Photograph of Project Site

## Project Description

### **15.5ac Industrial Warehouse Fulfillment Center at 555 Sally Ride Dr., Buchanan Field in Concord, CA.**

FSRE Industrial Concord LLC is the applicant to develop a warehouse fulfillment center at Buchanan Field in Concord, CA. Montecito Development Co LLC is the development manager and point of contact. The project applicant proposes to construct a single-story concrete tilt-up building including an engineered canopy over the van loading area. There is a total of 97,989 sq ft of warehouse and 8,192 sq ft of mezzanine office for a combined square footage of 106,181 +/- sq ft on 15.5 acs of raw land at the airport's western edge abutting Marsh Dr and Sally Ride Dr. The building footprint will create a 20% lot coverage with parking taking up the balance of the acreage.

The discretionary required entitlements for the project include a General Plan Amendment, Site Development Application, adoption of the appropriate CEQA Review and an Airport Land Use Consistency Hearing.

The parcel is zoned as 'Unrestricted'. The County General Plan designation is Public/Semi-Public but a private commercial use on the site will require a General Plan Amendment. A 2020 airport-initiated ALP update currently under review by the FAA designates the site as non-aeronautical use. The site was released from aeronautical use by the FAA and airport in March of 1983.

The intended use is ecommerce warehouse fulfillment. Operation of the business is expected to be seven days a week, with primary business activity during normal weekday hours. Fulfillment vehicle operations will be off peak to AM and PM commutes. The building will be cast concrete tilt-up panels. It will have a 36' clear height ceiling and maximum roof height at the top of parapet walls measuring 44'. All roof-mounted mechanical equipment will be fully screened. The roof will be 'solar-ready' from an engineering and construction standpoint however, no photo-voltaic system installation is planned at this time. The applicant has had the required FAA technical guidance glare study on PV systems at public airports performed by HMMH Engineering. The study utilized updated 2021 FAA guidance and policy requirements. The study concluded there is no glare HMMH analyzed the potential for the proposed roof mount solar PV to produce glare at the Air Traffic Control Tower, ATCT. Based on the design and layout, GlareGauge modeling showed no glare detected at the ATCT; the proposed design meets the FAA Standard for glare at the ATCT.

Required parking for warehouse is 1/1000' and 1/800' for office. A total of 225 auto stalls, including ADA, are provided with 379 delivery van stalls for both warehouse and office use, which exceeds County parking requirements. The vehicle parking lots will be designed, engineered and constructed to meet electric vehicle, EV, charging specifications with necessary

infrastructure installed during trenching. There are 7 dock high doors and 4 grade level doors proposed. The building will be oriented on the parcel so noise generators, such as trucks docks, are pointing north/south towards the airport and away from residential uses. Construction of a 12ft high sound wall is planned on the northwestern edge of the project in the area for truck parking and loading docks. The sound wall will be part of the landscaping to soften the appearance, deter graffiti and diminish any operational noise towards residents across Marsh Dr. Landscaping, fencing, lighting and glazing will meet or exceed airport Minimum Standards. Fire suppression systems will be state of the art code compliant.

The parcel is raw land and is generally flat. Biologically the parcel is composed of Non-Native Grasslands and is regularly mowed by the airport under FAA regulations to prevent wildlife habitation which may create a hazard to safe aircraft navigation and safe flight. A small 0.2ac drainage ditch runs southeast to northwest transecting the northern tier of the parcel and empties into the Marsh Drive drainage ditch. The ditch carries stormwater runoff from the western portion of the airport's runways, taxiways and tarmac areas. Stormwater from the development will be collected in surface inlets onsite then conveyed to a new underground pipe, pump and force main system to discharge into Grayson Creek. In addition, a surface water quality basin would be created on the north end of the project. That water will then be piped underground as well for discharge to an existing headwall that will empty into Grayson Creek. The project will not use the Marsh Drive drainage ditch for any discharge.

Although not a part of the project, just east of and parallel to Marsh Drive is a 4000ft +/-linear wetlands drainage ditch measuring approximately .48acs according to a recent wetlands delineation. The ditch empties into Grayson Creek and eventually into the Walnut Creek Flood Control Channel. The applicant's warehouse project will need to cross that drainage twice with box culverts to create ingress and egress roadways. The project will extend Sally Ride Drive north over the drainage to Marsh Drive. The second crossing may also be at Marsh Drive and the project's ingress/egress opposite Aria Way and subject to traffic impact analysis.

CEQA review will be conducted as required. Geotechnical investigations and ESA Phase 1 studies have been completed. No unusual conditions were discovered in either analysis. The site is not within a flood plain according to FIRM mapping. There is one tree on the project site which has been identified in the required Landscape Tree Survey. The tree will be removed. A draft landscape plan has been prepared and submitted.

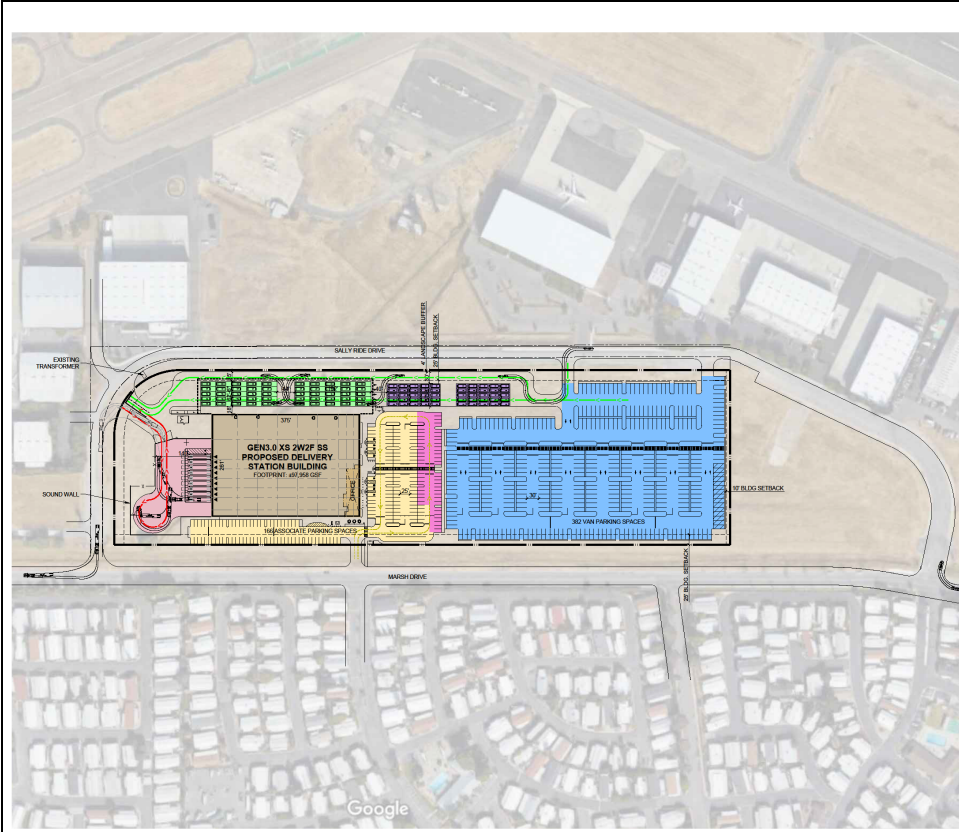
Sally Ride Drive, which will be further improved, provides access on the east side of the parcel with curbs, gutters and sidewalks. All utilities are in Marsh Drive which runs north/south along the west edge of the parcel. Power, sewer, water and fire hydrants are in Sally Ride Drive as well. Above ground power lines and poles at the north portion of the parcel will be removed and undergrounded. An existing set of unenergized lines and poles, also in the north central portion of the parcel crossing Sally Ride Dr. and terminating near the taxiway Juliet, will be removed.

Geographically, to the north are airport hangars and State Highway 4 [which runs east-west]. A fuel tank farm is farther north beyond Highway 4. To the west of the project is a mobile home park community, Interstate 680 [which runs north-south], several commercial businesses and a fire station. To the south of the project are additional airport lands, hangars and non-aeronautical business uses. Farther south is a golf course and commercial businesses in the City of Concord. To the east of the project are airport offices and the main runways and taxiway.

For further information contact:

Karl Higgins  
CEO, Montecito Development Co LLC  
619-888-5525 [karlhiggins1955@charter.net](mailto:karlhiggins1955@charter.net)

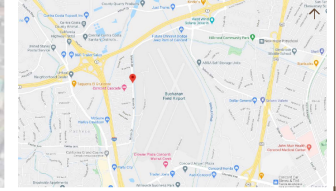
v9 June 30, 2021 kh



PROJECT DATA:		DEVELOPMENT STANDARDS:	
SITE AREA:	15.53 AC	ZONING:	U
GROSS:	676,000 SF	MAX. F.A.R.:	50%
PROPOSED DELIVERY STATION:	87,750 SF	MAX. COVERAGE:	50%
WAREHOUSE:	81,870 SF	MAX. HEIGHT:	SEE NOTE 1
OFFICE:	16,088 SF	BUILDING SETBACKS:	
COVERAGE @ 16%:		FRONT:	25 FT 1
ROOF:	14%	SIDE:	20 FT 1
NET:	14%	REAR:	15 FT 1
PARKING REQUIRED:		LANDSCAPE SETBACKS:	
WAREHOUSE:	1/1000 SF	FRONT:	4 FT 1
OFFICE:	1/800 SF	SIDE:	
TOTAL:	302 STALLS	REAR:	
PARKING PROVIDED:		LANDSCAPE REQ.:	30% 1
ASSOCIATE SPACES:	18 STALLS	OFF-STREET PARKING:	
REG. ACCESSIBLE:	2 STALLS	STANDARD:	8.5X10
VAN SPACES:	302 STALLS	COMPACT:	7.5X10
UTRVAN LOADING:	50 STALLS	COMPACT 1/2:	25%
UTRVAN STAGING:	50 STALLS	DRIVE AISLE:	25 FT
TRAILER SPACES:	0 STALLS	FIRE LANE:	20 FT
TRUCK DOCKS:	7	OVERHANG:	2 FT
LOOK-HIGH DOORS:	4	TREE WELL:	4 FT
GRADE-LEVEL DOORS:		REG. PARKING RATIO BY USE:	
		WAREHOUSE:	1/1000 SF
		OFFICE:	1/800 SF

NOTES:  
 1. The above information is based on the information provided by the applicant and is not a guarantee of accuracy. The applicant is responsible for providing accurate information.  
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PROPOSED PARKING BREAKDOWN	REQUIRED	PROPOSED	GAP
PARKING	120	120	0
ASSOCIATE	15	15	0
SUPPORT	20	20	0
EMP. MANAGERS	5	5	0
WHEELCHAIR ACCESSIBLE	2	2	0
ACCESSIBLE AUTO	3	3	0
ACCESSIBLE VAN	1	1	0
TOTAL AUTO	207	207	0
UTRVAN LOADING	50	50	0
UTRVAN STAGING	50	50	0
TRAILER PARKING	0	0	0
TOTAL PARKING	307	307	0
UTRVAN LOADING	50	50	0
TRAILER PARKING	0	0	0
TRUCK DOCKS FOR RECYCLE	1	1	0
TRAILER PARKING	0	0	0



schema: REV6  
 Conceptual Site Plan  
 Sally Reek Drive  
 Concord, CA 94520

WARE MALCOMB  
 04/20/2020  
 11/20/2020  
 SHEET 1



Aerial with site location

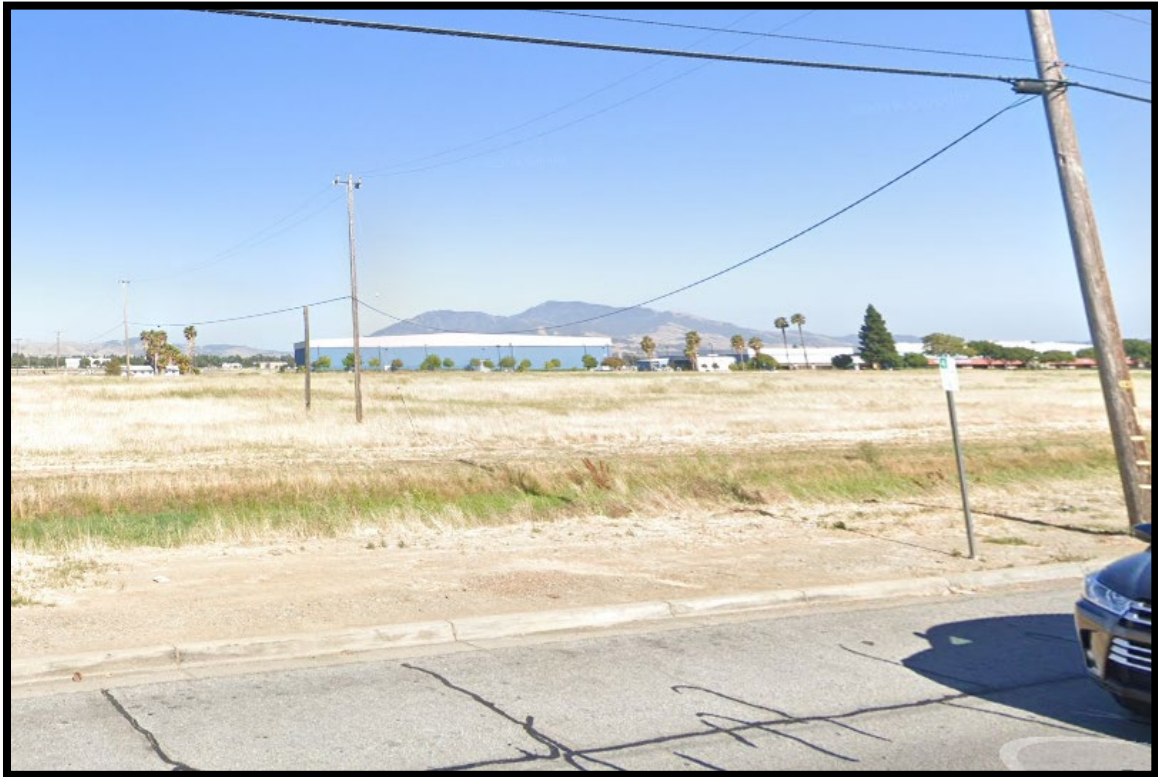




Aerial North to South



Sally Ride Drive terminates just east of Marsh Dr. A connection is planned. The overhead powerlines will be undergrounded.

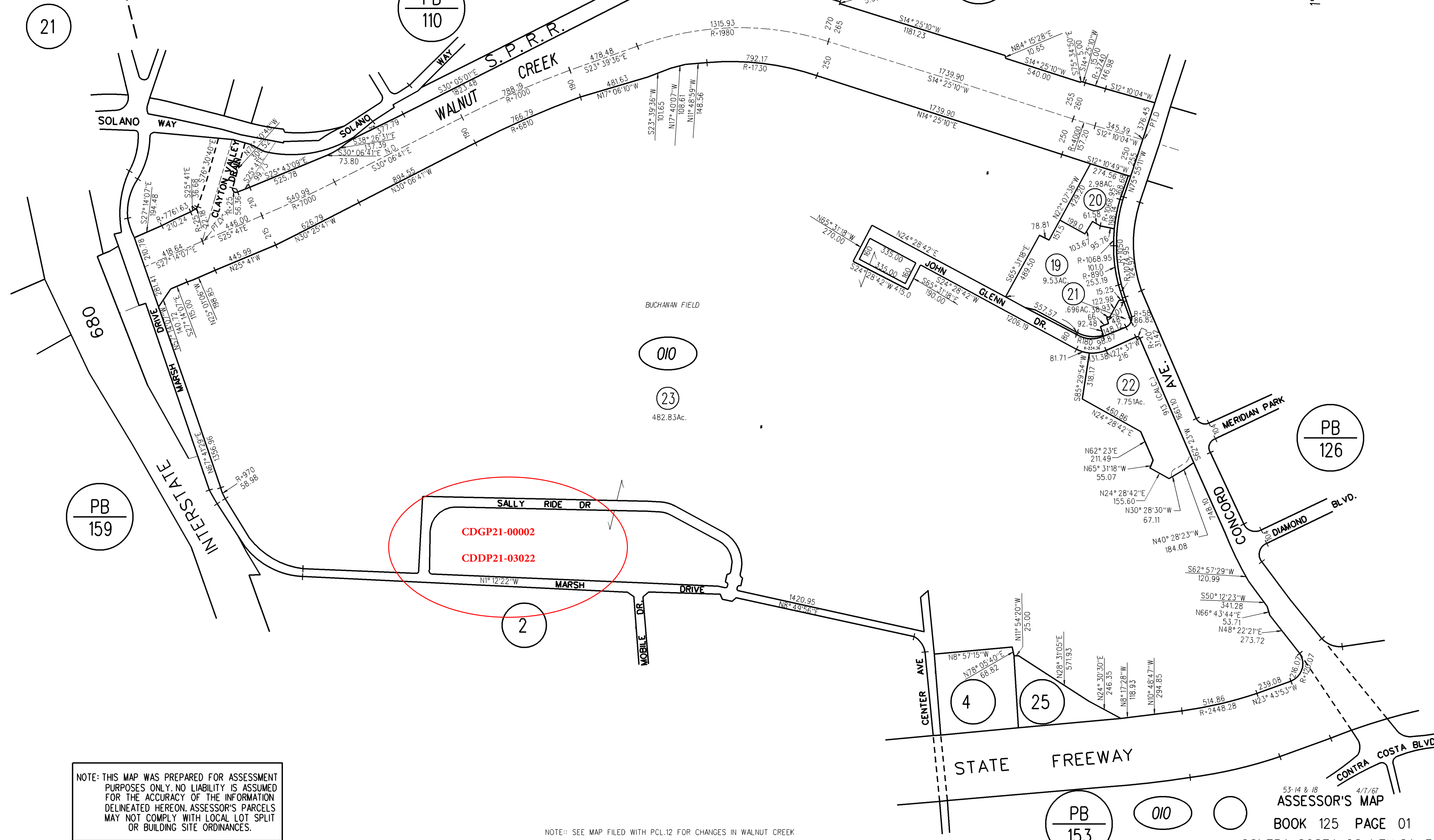


This second set of powerlines, which are de-energized, will be removed.





Looking South to North with the drainage ditch abutting Marsh Drive at the entrance to Sally Ride Dr. and overhead powerlines shown.

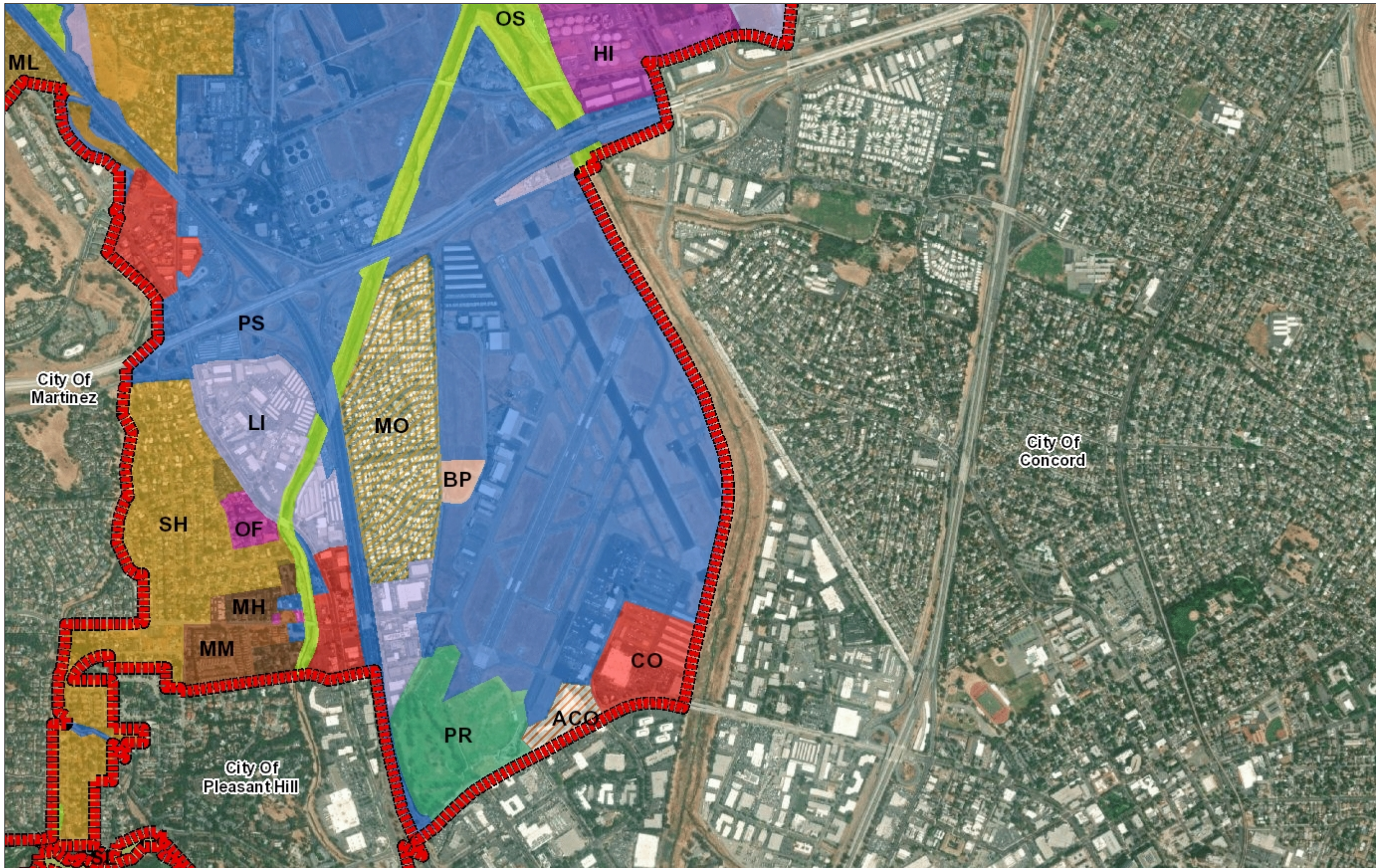


NOTE: THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE INFORMATION DELINEATED HEREON. ASSESSOR'S PARCELS MAY NOT COMPLY WITH LOCAL LOT SPLIT OR BUILDING SITE ORDINANCES.

NOTE: SEE MAP FILED WITH PCL.12 FOR CHANGES IN WALNUT CREEK



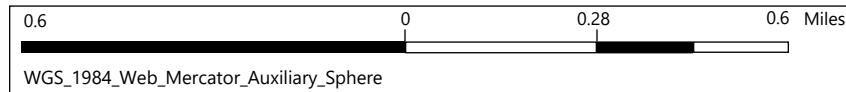
General Plan: Public/Semi-Public (PS)



Legend

- City Limits
- General Plan**
- SV (Single Family Residential - Very Low Density)
- SL (Single Family Residential - Low Density)
- SM (Single Family Residential - Medium Density)
- SH (Single Family Residential - High Density)
- ML (Multiple Family Residential - Low Density)
- MM (Multiple Family Residential - Medium Density)
- MH (Multiple Family Residential - High Density)
- MV (Multiple Family Residential - Very Low Density)
- MS (Multiple Family Residential - Medium Density)
- CC (Congregate Care/Senior Housing)
- MO (Mobile Home)
- M-1 (Parker Avenue Mixed Use)
- M-2 (Downtown/Waterfront Rodeo Island)
- M-3 (Pleasant Hill BART Mixed Use)
- M-4 (Willow Pass Road Mixed Use)
- M-5 (Willow Pass Road Commercial)
- M-6 (Bay Point Residential Mixed Use)
- M-7 (Pittsburg/Bay Point BART Station)
- M-8 (Dougherty Valley Village Center)
- M-9 (Montalvin Manor Mixed Use)
- M-10 (Willow Pass Business Park)
- M-11 (Appian Way Mixed Use)
- M-12 (Triangle Area Mixed Use)
- M-13 (San Pablo Dam Road Mixed Use)
- M-14 (Heritage Mixed Use)
- CO (Commercial)
- OF (Office)
- BP (Business Park)
- LI (Light Industry)
- HI (Heavy Industry)
- AL, OIBA (Agricultural Lands & Off-Road)
- CR (Commercial Recreation)
- ACO (Airport Commercial)
- LF (Landfill)
- PS (Public/Semi-Public)
- PR (Parks and Recreation)
- OS (Open Space)

1: 18,056



This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

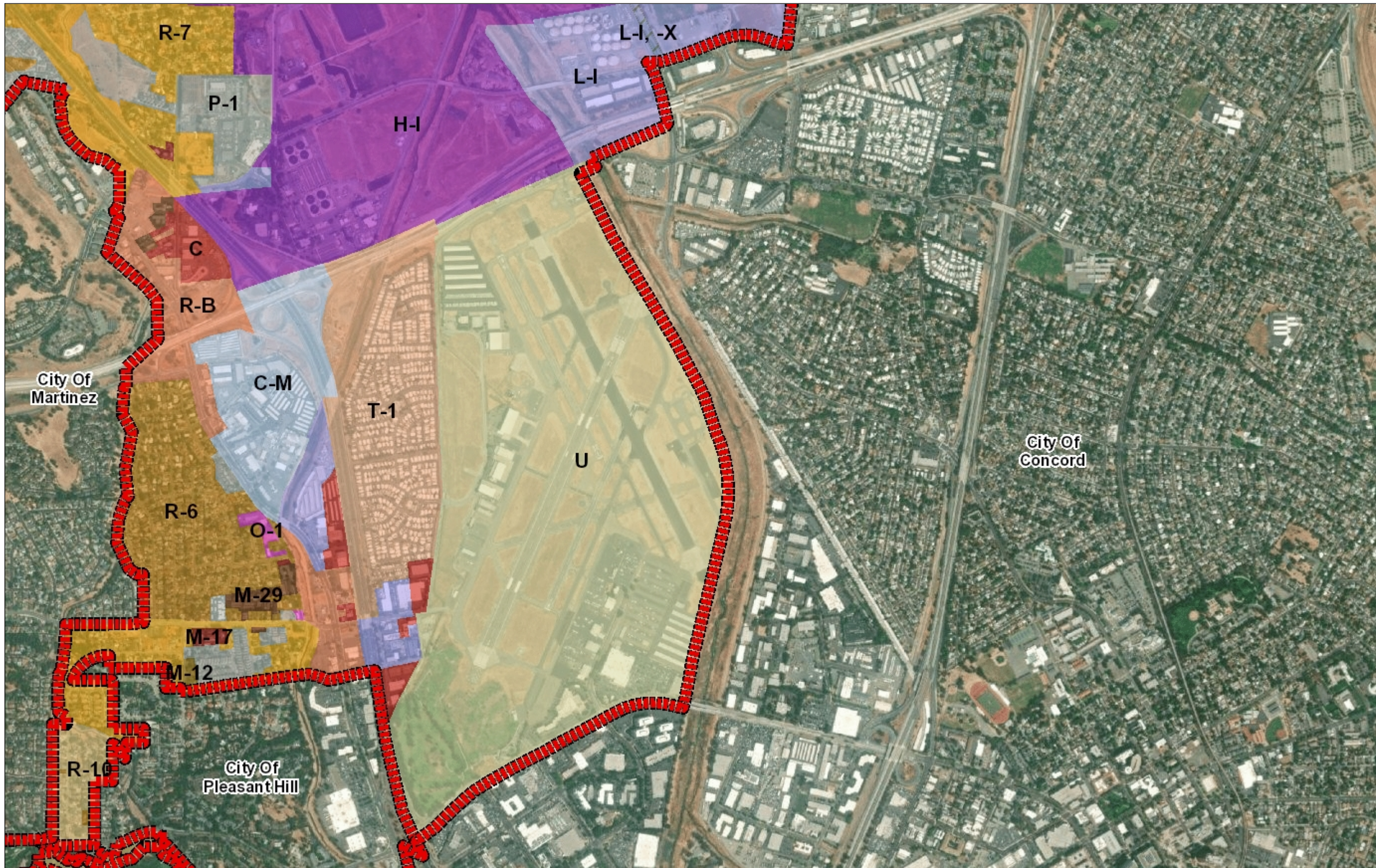
THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes

CDDP21-03022



Zoning: Unrestricted (U)



Legend

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

1: 18,056



0.6 0 0.28 0.6 Miles

WGS\_1984\_Web\_Mercator\_Auxiliary\_Sphere

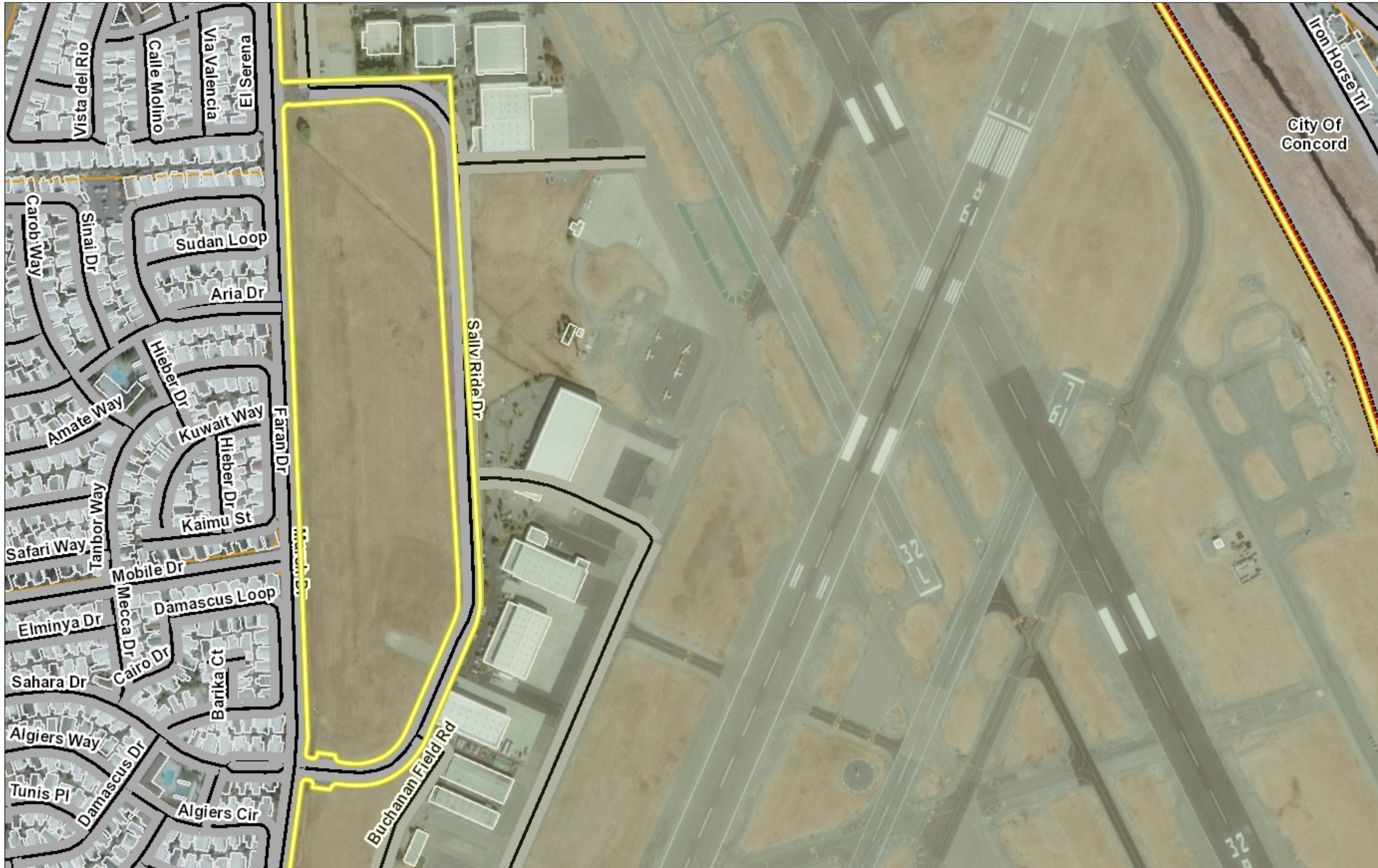
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THIS MAP IS NOT TO BE USED FOR NAVIGATION





Notes

CDDP21-03022





Legend

-  City Limits
-  Streets
-  Building Outlines
-  Assessment Parcels
- World Imagery
- Low Resolution 15m Imagery
- High Resolution 60cm Imagery
- High Resolution 30cm Imagery
- Citations

1:4,514



0.1 0 0.07 0.1 Miles

WGS\_1984\_Web\_Mercator\_Auxiliary\_Sphere

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

Notes  
CDDP21-03022



# FSRE INDUSTRIAL CONCORD

555 SALLY RIDE DR.  
CONCORD, CALIFORNIA 94520

## PLANNING SUBMITTAL SHEET INDEX

LANDSCAPE		ARCHITECTURAL	
SHEET ISSUED ON DATE INDICATED, WITH MODIFICATIONS ●	ISSUE	SHEET ISSUED ON DATE INDICATED, WITH MODIFICATIONS ●	ISSUE
SHEET ISSUED ON DATE INDICATED, NO MODIFICATIONS ○		SHEET ISSUED ON DATE INDICATED, NO MODIFICATIONS ○	
L1	LANDSCAPE PLAN	A0.0a	COVER SHEET
L2	PLANT PALETTE	A0.5	OVERALL SITE PLAN
L3	SCHEMATIC IRRIGATION PLAN	A0.5a	PARTIAL SITE PLAN - AREA A
	LANDSCAPE SHEET COUNT: 3	A0.5b	PARTIAL SITE PLAN - AREA B
C-1	EXISTING CONDITIONS	A1.11	OVERALL FLOOR PLAN
C-2	PRELIMINARY SITE PLAN	A1.11a	PARTIAL FLOOR PLAN - ZONE A
C-3	HIGH FLOW STORM DRAIN FORCE MAIN EXTENSION TO GRAYSON CREEK	A1.11b	PARTIAL FLOOR PLAN - ZONE B
	CIVIL SHEET COUNT: 3	A2.11	BUILDING ELEVATIONS
		A2.12	BUILDING ELEVATIONS
		A3.11	ENLARGED ENTRY EXTERIOR ELEVATIONS
		A4.10	MAIN INTERIORS AREA FLOOR PLAN

**WARE MALCOMB**  
Leading Design for Commercial Real Estate

architecture  
planning  
graphics  
civil engineering

1919 MCKINNEY AVENUE, SUITE 100  
DALLAS, TX 75201  
720.661.4789

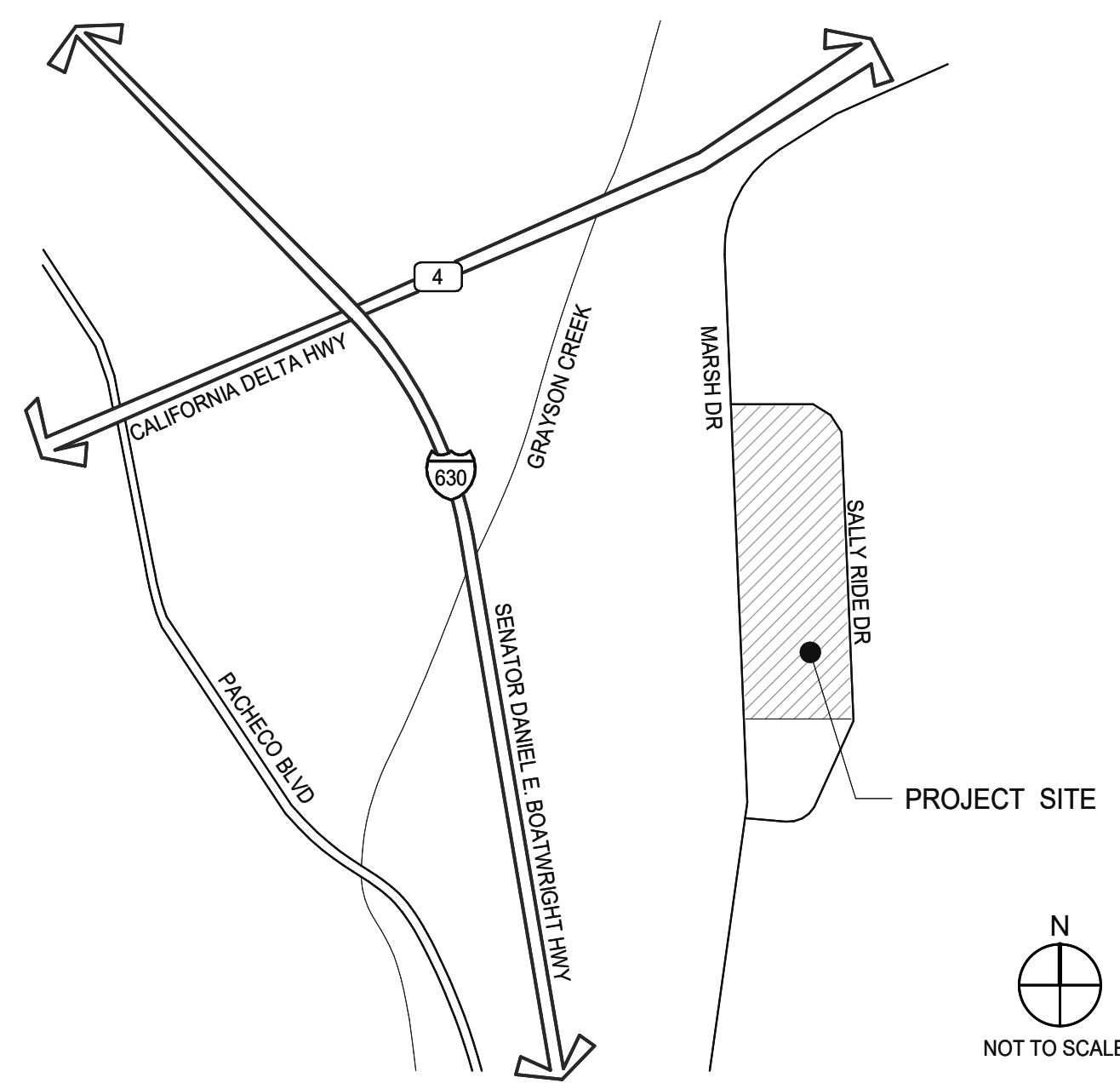
**FSRE INDUSTRIAL CONCORD**  
555 SALLY RIDE DR.  
CONCORD, CALIFORNIA 94520

TITLE SHEET	
DATE	REMARKS
06/29/2021	PLANNING SUBMITTAL

PA/PM:	A.JAFF
DRAWN BY:	O.M.J.J.B.
JOB NO.:	DAL20-0069-00

SHEET  
**G0.0a**

### VICINITY MAP



### PROJECT TEAM

#### DEVELOPER

**FSRE INDUSTRIAL CONCORD**  
1247 FIRECREST WAY  
FALLBROOK, CALIFORNIA 92028

KARL HIGGINS  
PH: (619) 888-5525  
karlhiggins1955@charter.net

#### DEVELOPMENT MANAGER

**MONTECITO DEVELOPMENT CO LLC**  
3494 CAMINO TASSAJARA, #229  
DANVILLE, CALIFORNIA 94506

MARK HEAVEY  
PH: 415.250.7550  
mark@mdevair.com

#### ARCHITECT

#### WARE MALCOMB

1919 MCKINNEY AVENUE #100  
DALLAS, TEXAS 75201

Project Manager: ASO JAFF  
P 469.583.5379  
ajaff@waremalcomb.com

#### CIVIL ENGINEER

#### CBG CIVIL ENGINEERS

2633 CAMINO RAMON #350  
SAN RAMON, CALIFORNIA 94583

LEE ROSENBLATT  
PH: 925.866.0322  
lrosenblatt@cbandg.com

#### LANDSCAPE

#### GATES AND ASSOCIATES

2671 CROW CANYON RD.  
SAN RAMON, CALIFORNIA 94583

LINDA GATES  
PH: 925.736.8176 X 210  
linda@gates.com

**GENERAL NOTES**

- SEE SHEET 00.2 & 00.2a FOR GENERAL NOTES
- SIGNAGE NOTES:**
- REFER TO SIGNAGE AND STRIPING PLAN FOR LOCATIONS OF SIGNS AND PAVEMENT MARKINGS.
  - ALL SIGNAGE, STRIPING, AND OTHER TRAFFIC CONTROL DEVICES SHALL BE INSTALLED IN CONFORMANCE WITH THE LATEST EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
  - ALL STRIPING SHALL BE LONG LIFE EPOXY RESIN AND 4" WIDE UNLESS OTHERWISE NOTED. ALL PAVEMENT GRAPHICS SHALL BE HOT-APPLIED THERMOPLASTIC (REFLECTIVE).
  - COLOR SHALL BE WHITE ON ASPHALT AND YELLOW ON CONCRETE, UNLESS OTHERWISE NOTED.
  - ASPHALT SPEED HUMPS AND SPEED BUMPS SHALL BE USED IN COLDER CLIMATES WHERE SNOW REMOVAL EQUIPMENT IS INTENDED TO BE USED. RUBBER SPEED HUMPS AND SPEED BUMPS MAY BE USED IN WARMER CLIMATES OR REGIONS WHERE CONCRETE PAVEMENT IS PREVALENT.
  - ALL PROPOSED SIGNAGE AND STRIPING SHALL BE INSTALLED IN ACCORDANCE WITH THE TENANT FULFILLMENT WORLDWIDE REAL ESTATE SIGNAGE STANDARDS REVISION 16 DATED QUARTER 2, 2019.
  - FINAL QUANTITIES SHALL BE COORDINATED AND VERIFIED IN FIELD.
  - ADDITIONAL SIGNAGE NOT SHOWN ON GRAPHICS PLAN (E.G. FIRE LANES) MAY BE REQUIRED PER LOCAL CODE AND/OR A.H.J. SUB-CONTRACTOR SHALL COORDINATE WITH LOCAL A.H.J. AND PROVIDE AS REQUIRED.
  - MOUNT SIGNAGE ACCORDING TO LOCAL CODES.
  - TYPICAL SIGN FONT IS SET IN ARIAL.

**PROJECT DATA**

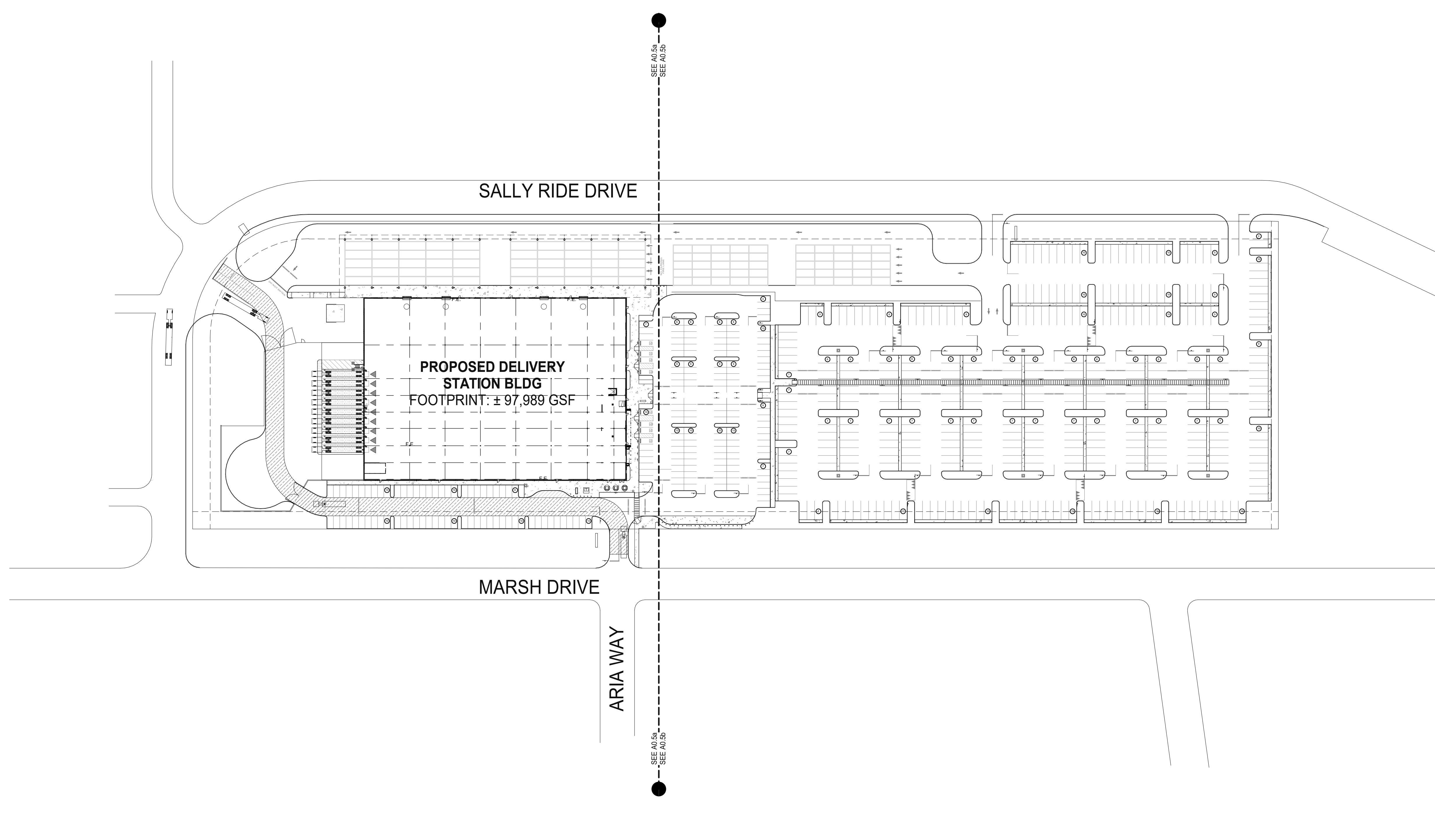
SITE DATA	
PROPOSED USE:	INDUSTRIAL
SITE AREA:	+4,676,076 SF (15.52 ACRES)
BUILDING AREA (GROSS) TOTAL:	106,181 GSF
1ST FLOOR:	97,989 GSF
MEZZANINE:	8,192 GSF
CANOPY AREA:	38,704 GSF
LOT COVERAGE:	20 %
BUILDING SETBACKS:	
FRONT: (25 FT MIN):	700 FT MIN
SIDE (10 FT MIN):	91 FT MIN
REAR (15 FT MIN):	195 FT MIN
LANDSCAPE AREA:	100,939 SF
LANDSCAPE COVERAGE (10% MIN):	14.9 %

**PARKING SUMMARY**

PARKING SPACES REQUIRED: CCCC CHAPTER 82-16	
AUTO PARKING:	
OFFICE: 1/250 GSF	11,858/250 = 48
WAREHOUSE: 1/1,000 GSF	94,323/1000 = 95
TOTAL REQUIRED:	143
BICYCLE PARKING:	
SHORT TERM:	2
LONG TERM:	12
TOTAL REQUIRED:	14
TENANT REQUIRED PARKING:	
AUTO SPACES (8'0" X 4'0")	115
ASSOCIATE SPACES:	15
SUPPORT SPACES:	20
DSP MANAGER SPACES:	50
VAN PERSONAL SPACES:	50
TOTAL REQUIRED:	200
ACCESSIBLE AUTO:	6
ACCESSIBLE VAN:	1
VAN FLEET SPACES (11' X 27')	269
VAN PARKING SPACES:	100
VAN PERSONAL SPACES:	25
TOTAL REQUIRED:	380
VAN LOADING SPACES:	50
VAN STAGING SPACES:	50
TRAILER/TRUCK BOX LOADING BAYS:	9
ROLL UP DOORS TO LOADING AREA:	4
TRAILER PARKING:	4
PARKING SPACES PROVIDED:	
AUTO PARKING:	123
ASSOCIATE SPACES:	15
SUPPORT SPACES:	20
DSP MANAGER SPACES:	50
VAN PERSONAL SPACES:	50
TOTAL PROVIDED:	208
ACCESSIBLE AUTO:	6
ACCESSIBLE VAN:	2
BICYCLE PARKING:	
SHORT TERM:	4
LONG TERM:	12
TOTAL PROVIDED:	16
VAN FLEET SPACES (ALL EV CHARGING):	269
VAN PARKING SPACES:	100
VAN PERSONAL SPACES:	14
TOTAL PROVIDED:	383
VAN LOADING SPACES:	50
VAN STAGING SPACES:	50
TRAILER/TRUCK BOX LOADING BAYS:	9
ROLL UP DOORS TO LOADING AREA:	4
TRAILER PARKING:	4

**SITE LEGEND**

- PROPERTY LINE
- POLE MOUNTED LIGHT FIXTURE, SEE ELECTRICAL DRAWINGS.
- WALLPACK LIGHT FIXTURE, SEE ELECTRICAL DRAWINGS.
- TRANSFORMER WITH CONCRETE PAD, (PROVIDE PROTECTION BOLLARDS PER LOCAL UTILITY OR PUBLIC WORK STANDARDS)
- LANDSCAPE AND IRRIGATION AREA
- ▨ FIRE LANE
- ① PARKING STALL COUNT TOTAL
- ◀ DOCK HIGH TRUCK DOOR
- GRADE LEVEL TRUCK DOOR



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CONCORD, CALIFORNIA 94520

OVERALL SITE PLAN	
DATE	REMARKS
06/29/2021	PLANNING SUBMITTAL

PA/PM:	A.JAFF
DRAWN BY:	O.M.J.B.
JOB NO.:	DAL20-0069-00

SHEET  
**A0.5**

B:\001\DAL\20-0069-00\_Rev02.dwg, 20210629 10:58:59 AM, R:\DAL\20-0069-00\_Plan01.dwg

SALLY RIDE DRIVE

# PROPOSED DELIVERY STATION BLDG FOOTPRINT: 97,989 GSF

MARSH DRIVE

## GENERAL NOTES

SEE SHEET G0.2 & G0.2a FOR GENERAL NOTES

### SIGNAGE NOTES:

- REFER TO SIGNAGE AND STRIPING PLAN FOR LOCATIONS OF SIGNS AND PAVEMENT MARKINGS.
- ALL SIGNAGE, STRIPING, AND OTHER TRAFFIC CONTROL DEVICES SHALL BE INSTALLED IN CONFORMANCE WITH THE LATEST EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
- ALL STRIPING SHALL BE LONG LIFE EPOXY RESIN AND 4" WIDE UNLESS OTHERWISE NOTED. ALL PAVEMENT GRAPHICS SHALL BE HOT-APPLIED THERMOPLASTIC (REFLECTIVE).
- COLOR SHALL BE WHITE ON ASPHALT AND YELLOW ON CONCRETE, UNLESS OTHERWISE NOTED.
- ASPHALT SPEED HUMPS AND SPEED BUMPS SHALL BE USED IN COLDER CLIMATES WHERE SNOW REMOVAL EQUIPMENT IS INTENDED TO BE USED. RUBBER SPEED HUMPS AND SPEED BUMPS MAY BE USED IN WARMER CLIMATES OR REGIONS WHERE CONCRETE PAVEMENT IS PREVALENT.
- ALL PROPOSED SIGNAGE AND STRIPING SHALL BE INSTALLED IN ACCORDANCE WITH THE TENANT FULL-FILMENT WORLDWIDE REAL ESTATE SIGNAGE STANDARDS REVISION 16 DATED QUARTER 2, 2019.
- FINAL QUANTITIES SHALL BE COORDINATED AND VERIFIED IN FIELD.
- ADDITIONAL SIGNAGE NOT SHOWN ON GRAPHICS PLAN (E.G. FIRE LANES) MAY BE REQUIRED PER LOCAL CODE AND/OR A.H.J. SUB-CONTRACTOR SHALL COORDINATE WITH LOCAL A.H.J. AND PROVIDE AS REQUIRED.
- MOUNT SIGNAGE ACCORDING TO LOCAL CODES.
- TYPICAL SIGN FONT IS SET IN AERIAL.

## KEYNOTES:

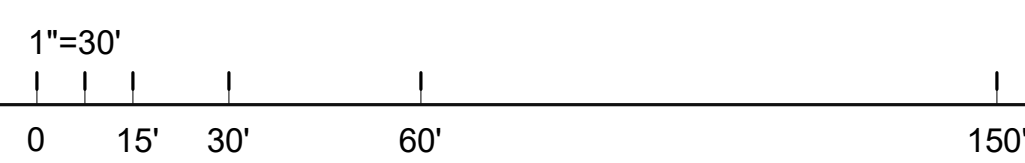
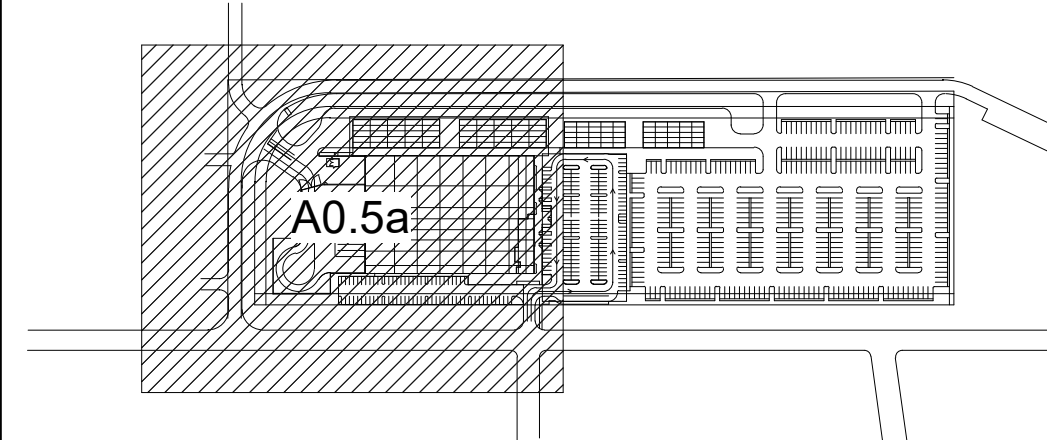
SEE SHEET G0.2 & G0.2a FOR GENERAL NOTES

- 001 PROPERTY LINE.
- 002 VAN ACCESSIBLE PARKING STALL WITH SIGNAGE AND SYMBOL AS PER CBC. SEE DETAILS SHEET A0.7a.
- 003 HATCHED AREA INDICATES OFFICE AREA.
- 004 LANDSCAPE AREA. SEE LANDSCAPE DRAWINGS.
- 005 6" HIGH CONCRETE CURB TYP. SEE CIVIL DRAWINGS.
- 006 TRANSFORMER.
- 007 PAINTED PARKING STRIPING PER CITY STANDARDS.
- 008 BENCH.
- 009 ASH CAN BY TENANT.
- 010 KNOX-BOX. COORDINATE EXACT LOCATION WITH FIRE DEPARTMENT.
- 011 CONCRETE APRON 2% MAX SLOPE.
- 012 BIKE RACKS. SEE 10/A0.7a.
- 013 PREFABRICATED SMOCKERS SHELTER BY G.C. SEE CIVIL DWGS FOR DETAILS.
- 014 EACH DOCK SHALL HAVE A DOCK IDENTIFICATION SIGN MOUNTED DIRECTLY TO THE BUILDING FACADE, CENTERED ABOVE DOCK DOOR. COORDINATE WITH TENANT FOR DOCK NUMBER. SEE SIGNAGE PLAN FOR DOCK NUMBERS.
- 015 RIDE-SHARE SHELTER. SEE CIVIL DWGS FOR DETAILS.
- 021 4" WIDE CROSSWALK, 4" WIDE WHITE STRIPING AT 36" ON CENTER MAX.
- 023 PAINTED TRAFFIC MARKINGS.
- 026 ACCESSIBLE CURB RAMP WITH TRUNCATED DOMES.
- 030 TRASH ENCLOSURE WITH BINS.
- 035 STEEL BOLLARD, CONCRETE-FILLED PAINTED SAFETY YELLOW. SEE 23/A0.7a.
- 043 BUILDING CANOPY AND COLUMNS PER ARCHITECTURAL.
- 044 ELECTRICAL EQUIPMENT WITH BOLLARD PROTECTION PER ELECTRICAL PLANS.
- 046 SPEED BUMP.
- 048 TRASH CAN (BY TENANT) ON CONCRETE PAD.
- 049 MONUMENT SIGN. SEE 12/A0.7b.

## SITE LEGEND

- ACCESSIBLE PATH OF TRAVEL. 1:20 MAX. SLOPE, 2% MAX. CROSS SLOPE.
- - - PROPERTY LINE.
- ☐ POLE MOUNTED LIGHT FIXTURE.
- ☐ WALLPACK LIGHT FIXTURE.
- ☐ TRANSFORMER WITH CONCRETE PAD. (PROVIDE PROTECTION BOLLARDS PER LOCAL UTILITY OR PUBLIC WORK STANDARDS)
- ▨ LANDSCAPE AND IRRIGATION AREA.
- ▨ FIRE LANE (HATCHED)
- ▨ INDICATES LIGHT DUTY CONCRETE PADS AND WALK AREAS
- PARKING STALL COUNT TOTAL
- ▲ DOCK HIGH TRUCK DOOR
- GRADE LEVEL TRUCK DOOR

## KEYPLAN



PARTIAL SITE PLAN - AREA A

SCALE: 1" = 30'-0"



NOT TO SCALE

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PARTIAL SITE PLAN - AREA A

DATE: 06/29/2021

REMARKS:

PLANNING SUBMITTAL

PA/PM: A.JAFF

DRAWN BY: O.M.J.B.

JOB NO.: DAL20-0069-00

SHEET

# A0.5a



**GENERAL NOTES**

- SEE SHEET G0.2 & G0.2a FOR GENERAL NOTES
- SIGNAGE NOTES:**
- REFER TO SIGNAGE AND STRIPING PLAN FOR LOCATIONS OF SIGNS AND PAVEMENT MARKINGS.
  - ALL SIGNAGE, STRIPING, AND OTHER TRAFFIC CONTROL DEVICES SHALL BE INSTALLED IN CONFORMANCE WITH THE LATEST EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
  - ALL STRIPING SHALL BE LONG LIFE EPOXY RESIN AND 4" WIDE UNLESS OTHERWISE NOTED. ALL PAVEMENT GRAPHICS SHALL BE HOT-APPLIED THERMOPLASTIC (REFLECTIVE).
  - COLOR SHALL BE WHITE ON ASPHALT AND YELLOW ON CONCRETE, UNLESS OTHERWISE NOTED.
  - ASPHALT SPEED HUMPS AND SPEED BUMPS SHALL BE USED IN COLDER CLIMATES WHERE SNOW REMOVAL EQUIPMENT IS INTENDED TO BE USED. RUBBER SPEED HUMPS AND SPEED BUMPS MAY BE USED IN WARMER CLIMATES OR REGIONS WHERE CONCRETE PAVEMENT IS PREVALENT.
  - ALL PROPOSED SIGNAGE AND STRIPING SHALL BE INSTALLED IN ACCORDANCE WITH THE TENANT FULFILLMENT WORLDWIDE REAL ESTATE SIGNAGE STANDARDS REVISION 16 DATED QUARTER 2, 2019.
  - FINAL QUANTITIES SHALL BE COORDINATED AND VERIFIED IN FIELD.
  - ADDITIONAL SIGNAGE NOT SHOWN ON GRAPHICS PLAN (E.G. FIRE LANES) MAY BE REQUIRED PER LOCAL CODE AND/OR AHJ. SUB-CONTRACTOR SHALL COORDINATE WITH LOCAL AHJ AND PROVIDE AS REQUIRED.
  - MOUNT SIGNAGE ACCORDING TO LOCAL CODES.
  - TYPICAL SIGN FONT IS SET IN AERIAL.

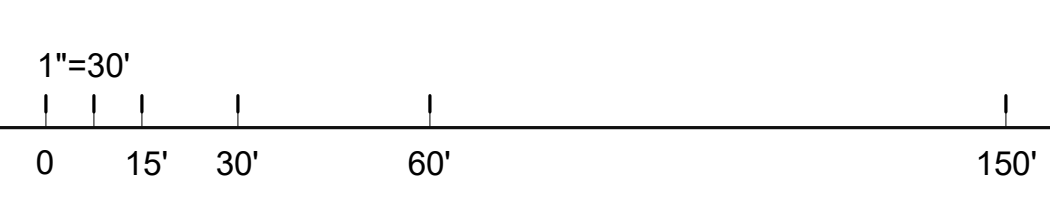
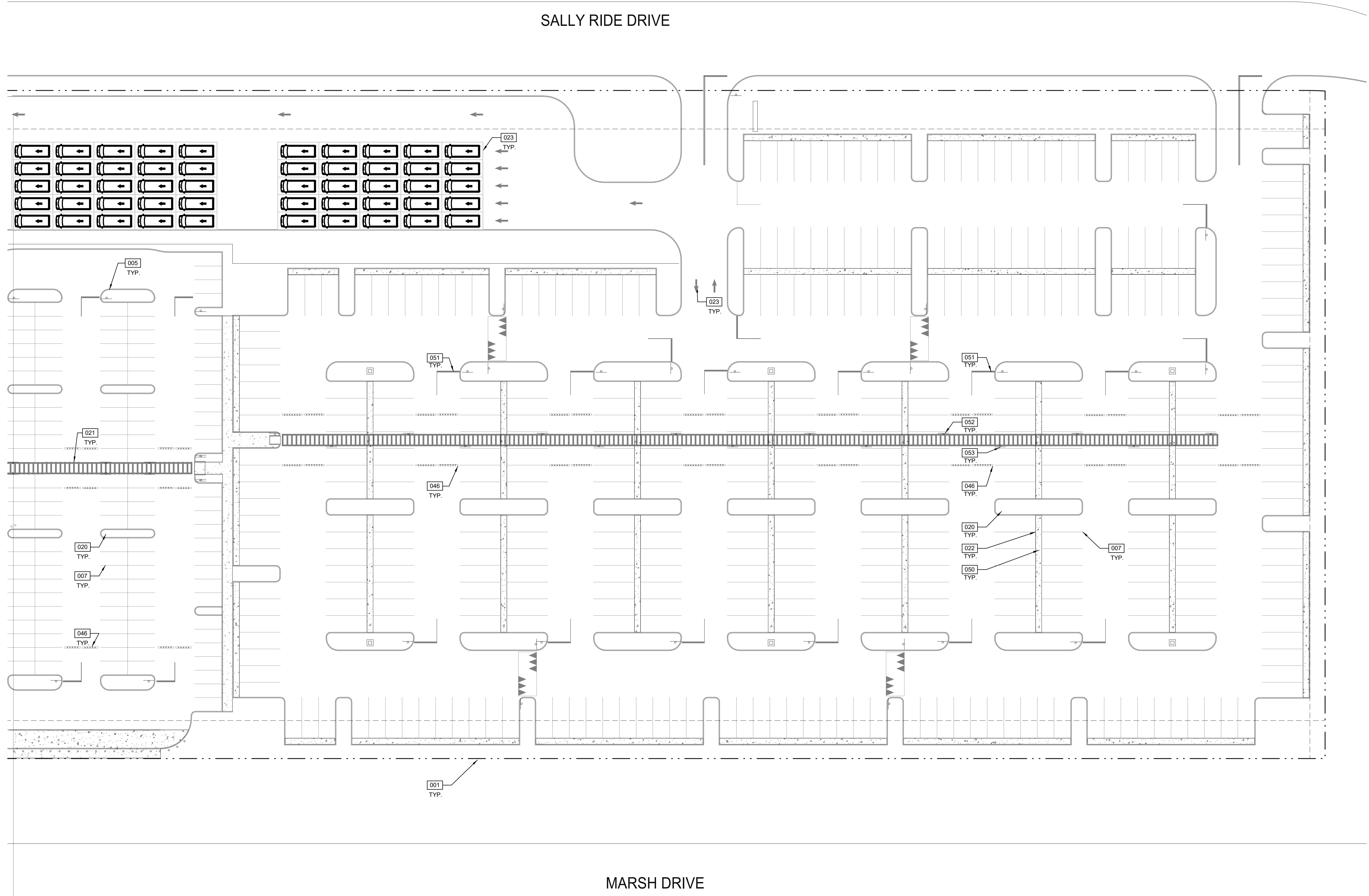
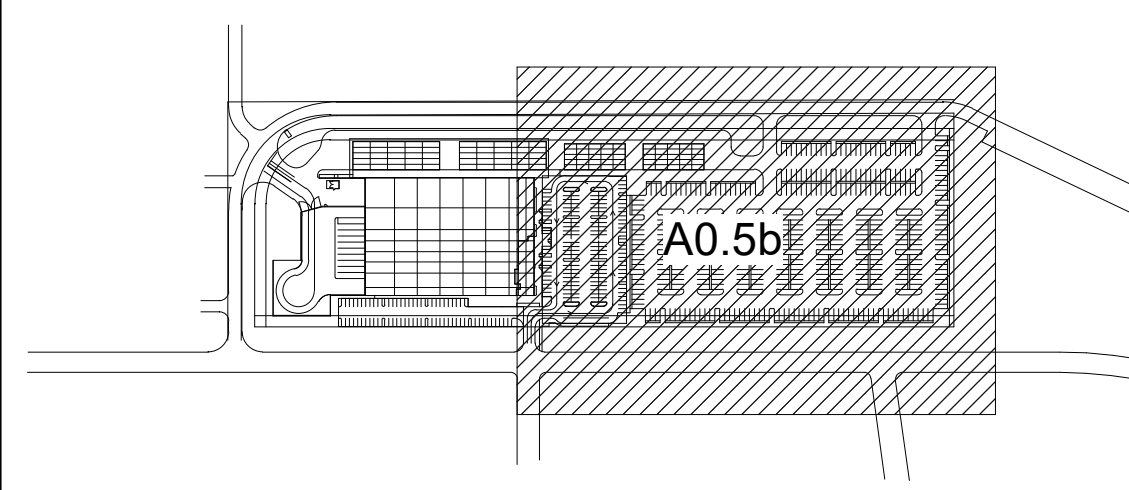
**KEYNOTES:**

- SEE SHEET G0.2 & G0.2a FOR GENERAL NOTES
- PROPERTY LINE.
  - 6" HIGH CONCRETE CURB TYP. SEE CIVIL DRAWINGS.
  - PAINTED PARKING STRIPING PER COUNTY STANDARDS.
  - LANDSCAPE ISLAND.
  - 4" WIDE CROSSWALK, 4" WIDE WHITE STRIPING AT 36" ON CENTEF
  - STRIPED PEDESTRIAN ACCESS.
  - PAINTED TRAFFIC MARKINGS.
  - SPEED BUMP.
  - CONCRETE SIDE WALK.
  - SPEED TABLE/PEDESTRIAN WALKWAY.
  - PEDESTRIAN CROSSING, LEFT ARROW
  - PEDESTRIAN CROSSING, RIGHT ARROW

**SITE LEGEND**

- ACCESSIBLE PATH OF TRAVEL, 1:20 MAX. SLOPE, 2% MAX. CROSS SLOPE.
- PROPERTY LINE.
- POLE MOUNTED LIGHT FIXTURE.
- WALLPACK LIGHT FIXTURE.
- TRANSFORMER WITH CONCRETE PAD. (PROVIDE PROTECTION BOLLARDS PER LOCAL UTILITY OR PUBLIC WORK STANDARDS)
- LANDSCAPE AND IRRIGATION AREA.
- FIRE LANE (HATCHED)
- INDICATES LIGHT DUTY CONCRETE PADS AND WALK AREAS
- PARKING STALL COUNT TOTAL
- DOCK HIGH TRUCK DOOR
- GRADE LEVEL TRUCK DOOR

**KEYPLAN**



PARTIAL SITE PLAN - AREA B  
SCALE: 1" = 30'-0" 1 N

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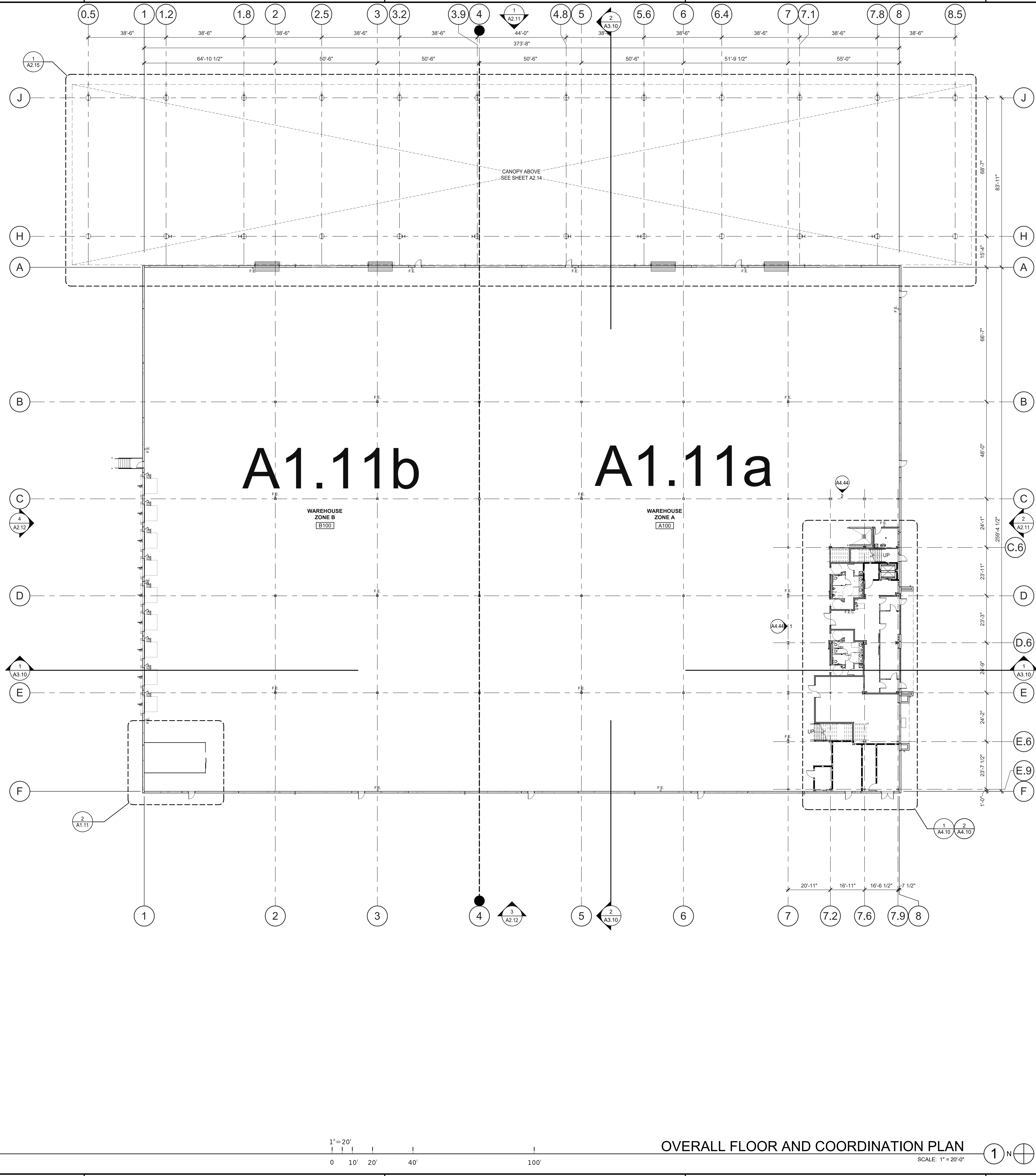
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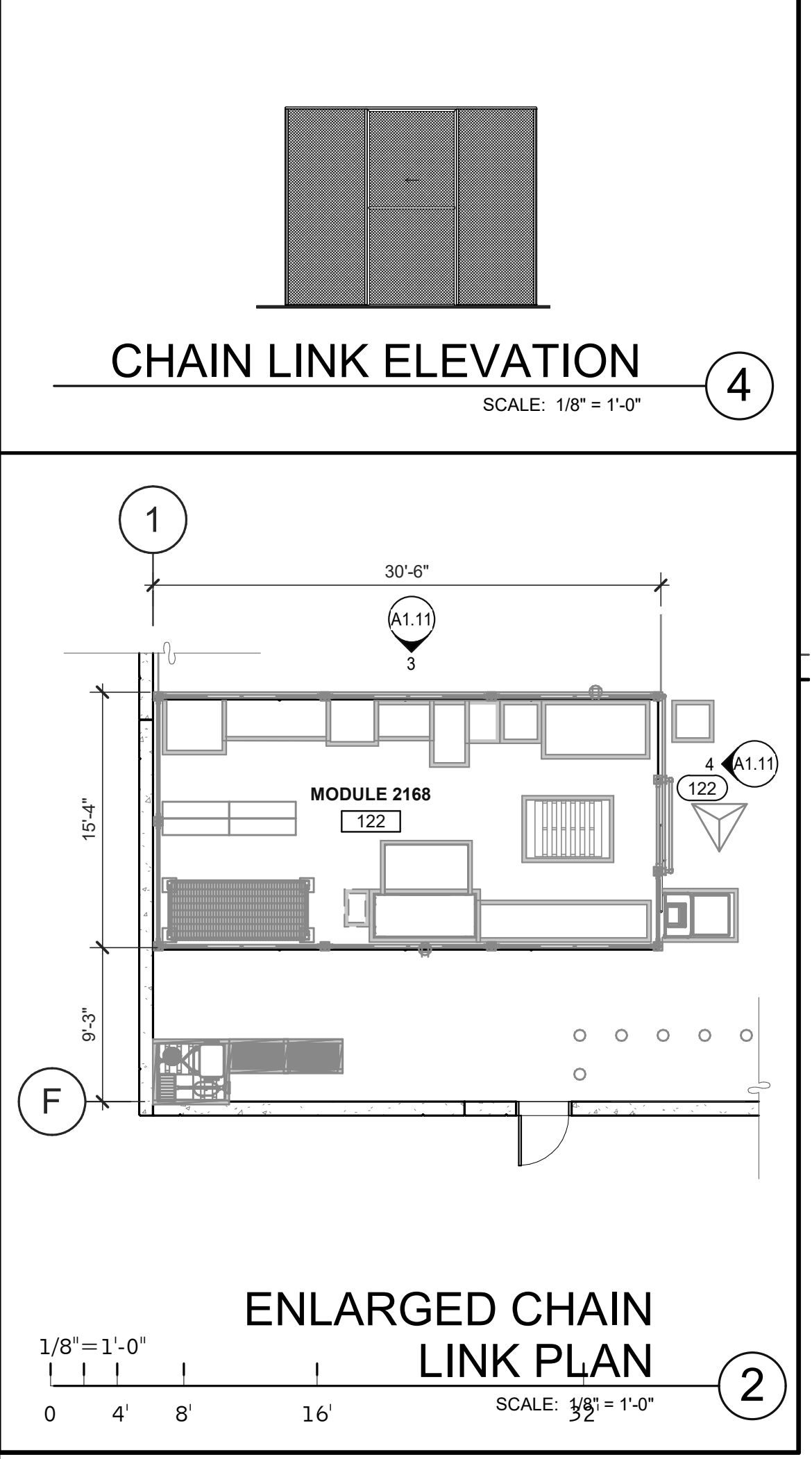
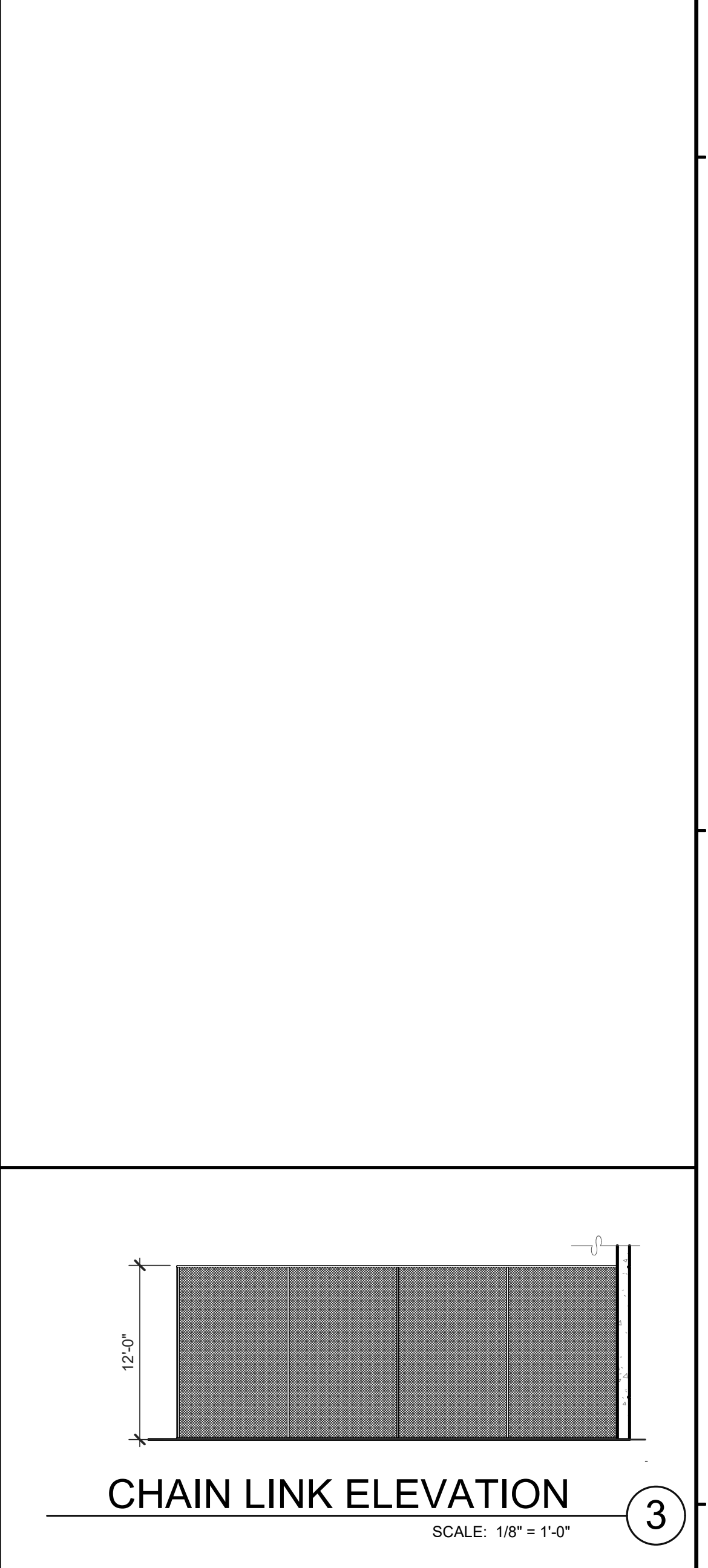
PARTIAL SITE PLAN - AREA B	
DATE	06/29/2021
PLANNING SUBMITTAL	
REMARKS	

PA/PM:	A.JAFF
DRAWN BY:	O.M.J.B.
JOB NO.:	DAL20-0069-00

SHEET  
**A0.5b**  
6/30/2021 2:28:11 PM



- ### GENERAL NOTES
- SEE SHEETS G0.2 & G0.2a FOR GENERAL NOTES
- ALL FINISH MATERIALS SHALL MEET THE CLASS C FLAME SPREAD INDEX OF 76-200 AND SMOKE-DEVELOPED INDEX OF 0-450 PER LOCAL CODES.
  - DOORS INTO ELECTRICAL CONTROL PANEL ROOMS SHALL BE MARKED WITH A PLAINLY VISIBLE AND LEGIBLE SIGN STATING "ELECTRICAL ROOM" OR SIMILAR WORDING.
  - FIRE PROTECTION EQUIPMENT ROOMS CONTAINING SPRINKLER RISERS, FACP, OR OTHER SUPPRESSION OR CONTROL ELEMENTS SHALL BE IDENTIFIED WITH APPROVED SIGNS. SIGNS SHALL BE CONSTRUCTED OF DURABLE MATERIALS, PERMANENTLY INSTALLED AND READILY VISIBLE PER LOCAL CODES.
  - THESE DRAWINGS DO NOT REFLECT THE GUIDELINES SET FORTH BY THE WORLD HEALTH ORGANIZATION AND CENTER FOR DISEASE CONTROL OR OTHER GOVERNMENTAL AGENCY GUIDELINES RELATED TO COVID-19.
  - THIS PLAN IS PROVIDED FOR COORDINATION PURPOSES OF FURNITURE, EQUIPMENT, APPLIANCES, SIGNAGE, ACCESS CONTROL, AND SECURITY. IF CONFLICTS ARE IDENTIFIED, PLEASE NOTIFY TENANT PROJECT LEAD AND/OR ARCHITECT IMMEDIATELY.
  - ALL VENDING AND EQUIPMENT INDICATED AS HALFTONE AND DASHED TO BE PROVIDED BY TENANT, UNLESS NOTED OTHERWISE.
  - REFER TO ARCHITECTURAL GENERAL NOTES ON G0.2 & G0.2a FOR ADDITIONAL INFORMATION. REFER TO A5.19 FOR WALL TYPES.
  - DETAIL REFERENCES SHOULD BE APPLIED TO ALL INSTANCES WHERE THE SAME CONDITIONS OCCUR, UNLESS NOTED OTHERWISE.



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OVERALL FLOOR AND COORDINATION PLAN

DATE: 06/29/2021  
PLANNING SUBMITTAL

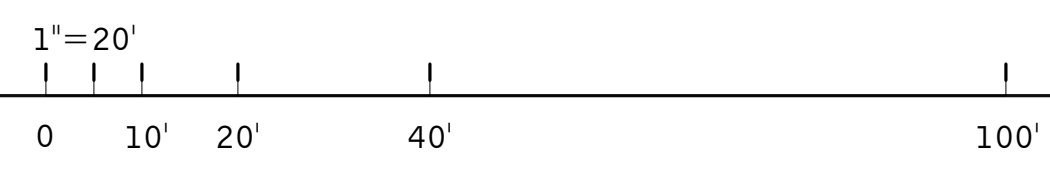
REMARKS:

PA/PM:	A.JAFF
DRAWN BY:	O.M.J.J.B.
JOB NO.:	DAL20-0069-00

SHEET

**A1.11**

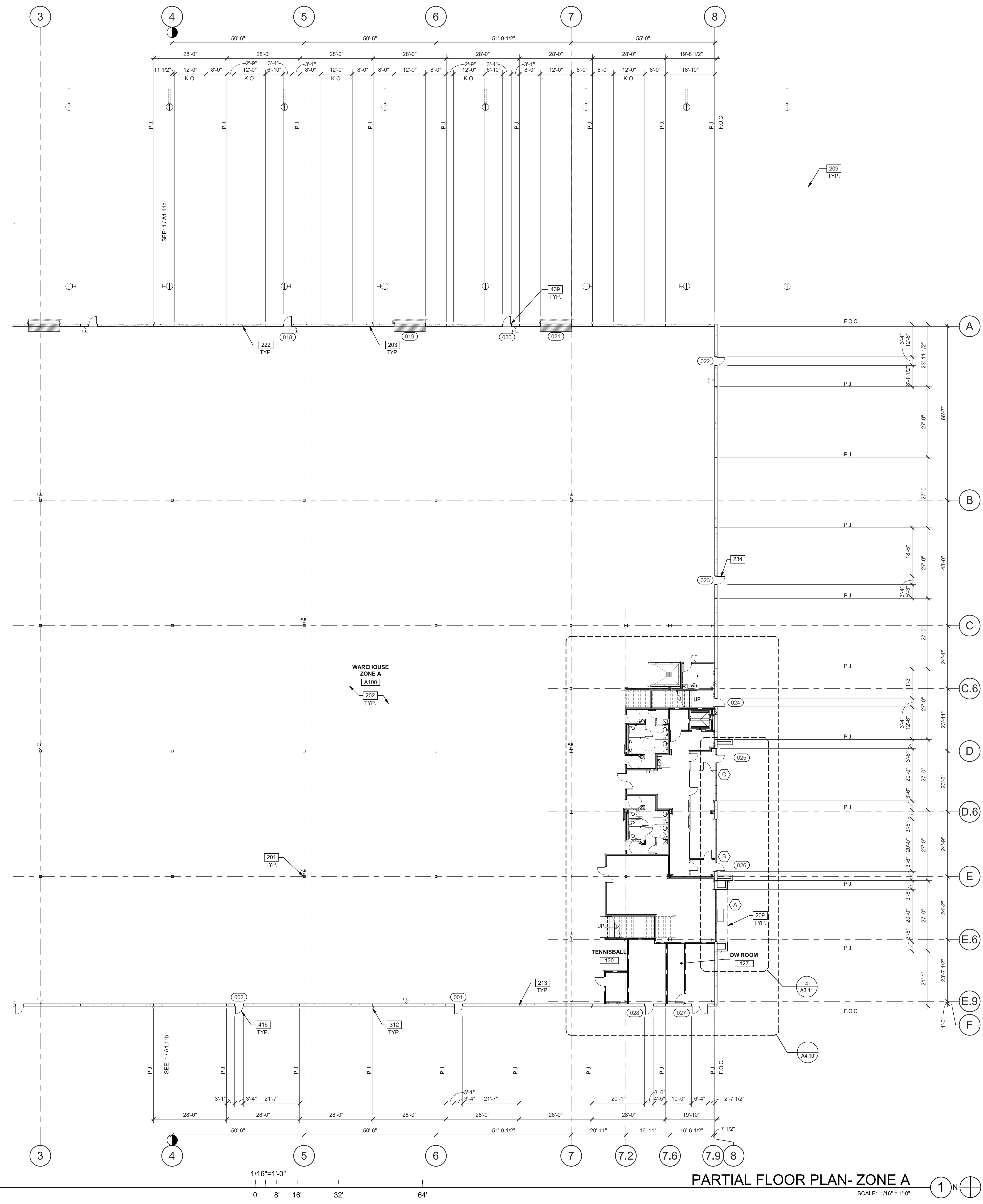
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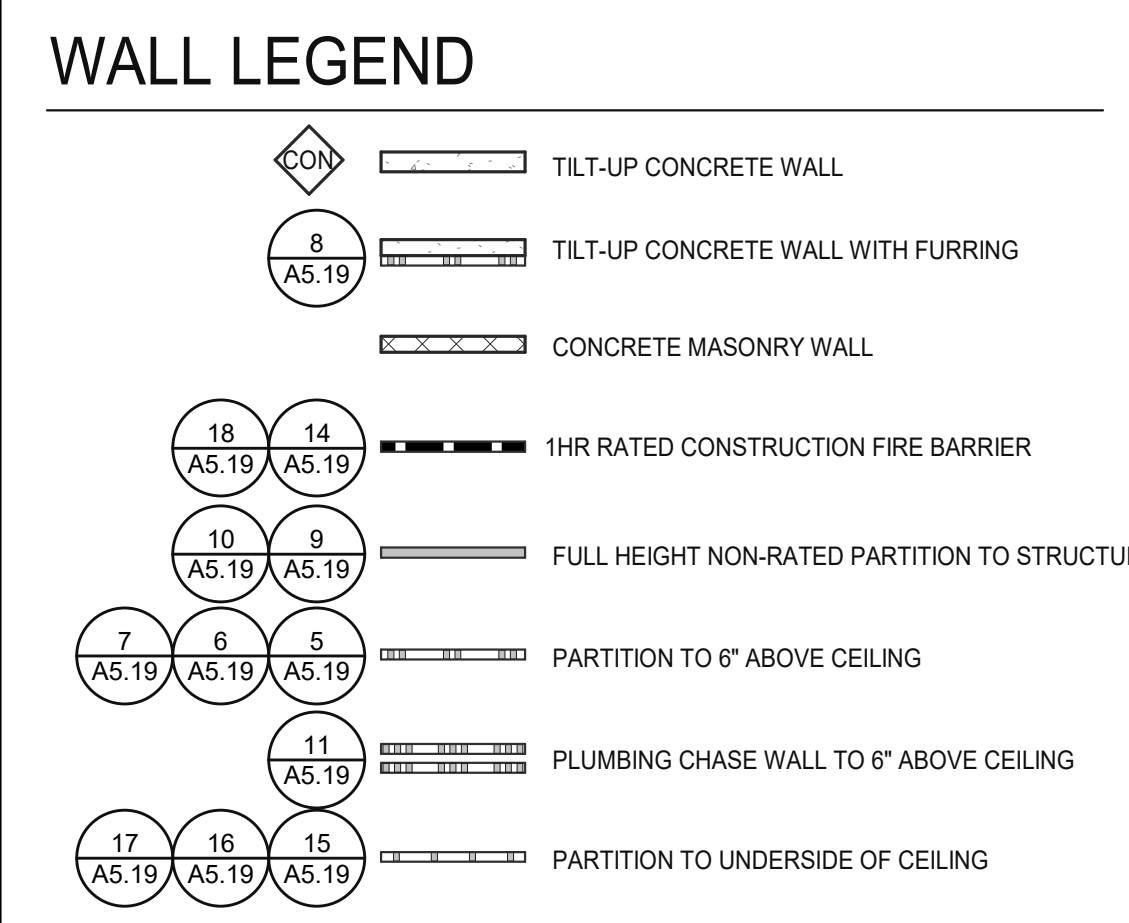
OVERALL FLOOR AND COORDINATION PLAN  
SCALE: 1" = 20'-0"



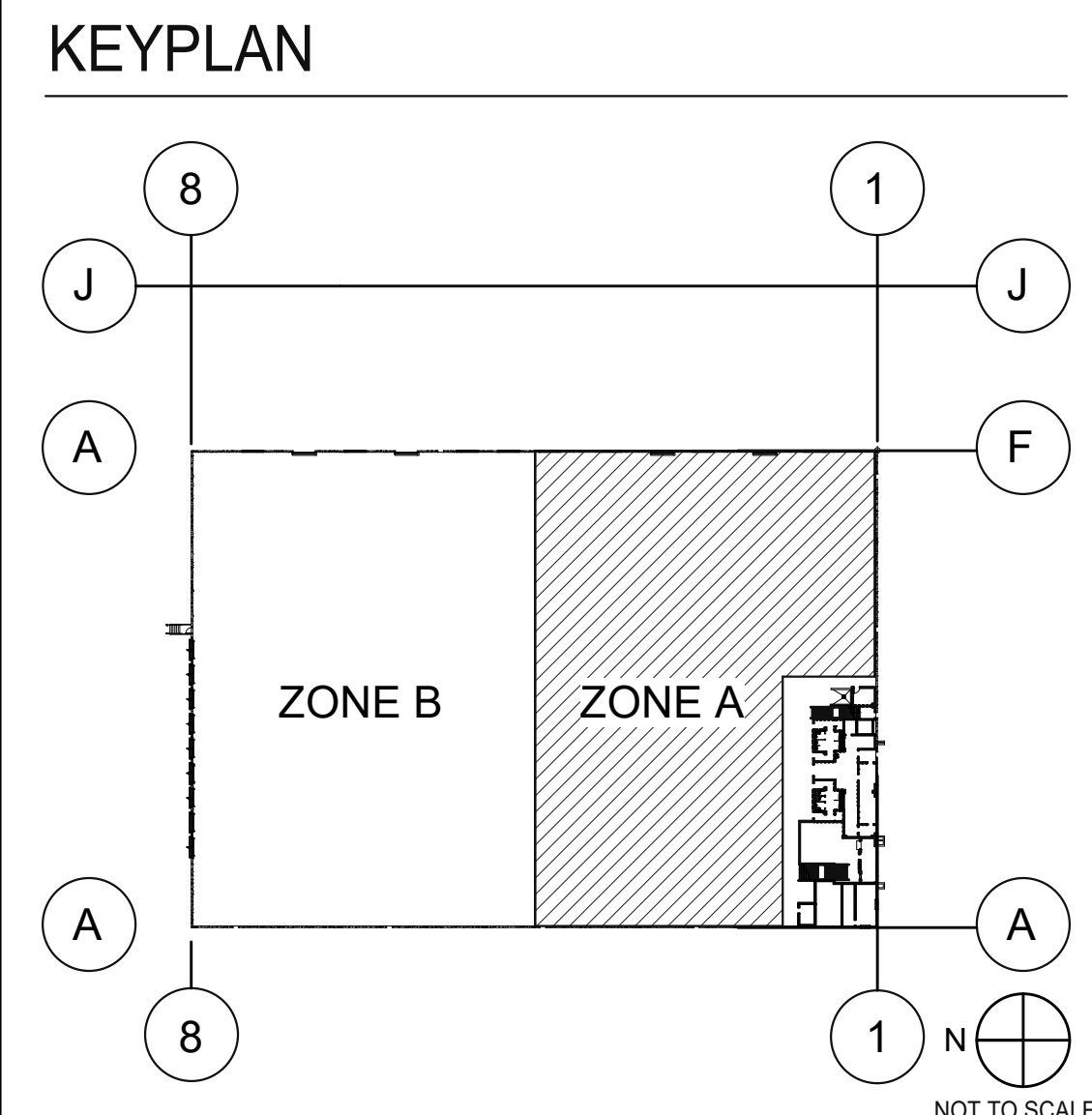
ENLARGED CHAIN LINK PLAN  
SCALE: 1/8" = 1'-0"



- KEYNOTES :**
- SEE SHEETS G0.2 & G0.2a FOR GENERAL NOTES
  - 201 STRUCTURAL STEEL COLUMN, GRAY PRIMED, TYP. PAINT COLUMN SAFETY YELLOW TO 12' AFF
  - 202 PROVIDE A 10-MIL VAPOR RETARDER EQUAL TO STREGO WRAP CLASS A UNDER SLABS ON-GRADE BELOW OFFICE AREAS ONLY UNLESS DIRECTED OTHERWISE BY THE GEOTECHNICAL ENGINEER. SEAMS SHALL BE LAPPED AND TAPED USING MANUFACTURER APPROVED TAPE. VAPOR RETARDER SHALL EXTEND A MINIMUM OF 4'-0" FROM EDGE OF OFFICE AREA AND ASSOCIATED SPACES (I.E., BREAK ROOM, RESTROOMS, TRAINING ROOM, ETC.)
  - 203 PAINTED TILT-UP CONCRETE PANEL, PAINT EXTERIOR PER EXTERIOR ELEVATIONS
  - 209 OUTLINE OF CANOPY ABOVE
  - 213 PANEL JOINT, TYPICAL UNLESS OTHERWISE NOTED.
  - 222 KNOCK-OUT PANEL FOR FUTURE WINDOWS OR DOORS.
  - 234 DSP ENTRANCE
  - 312 DOWNPOUT AND THROUGHWALL SCUPPER WITH OVERFLOW. SIZE AND NUMBER WITH SITE CONDITIONS. ALIGN W/ PANEL JOINT. PAINT TO MATCH TILT-UP PANEL. CONNECT TO STORMWATER SYSTEM.
  - 416 PAINTED HOLLOW METAL DOOR AND FRAME
  - 439 SIGNAGE AT EMERGENCY EXIT DOOR. SEE DETAIL 10/A0.8b.



- LEGEND**
- NOTE:** SEE STRUCTURAL DRAWINGS FOR METAL WALL STUD TABLE TO SELECT APPROPRIATE WALL STUD SIZE GAUGE & SPACING FOR WALL HEIGHT.
- PROVIDE SEMI-RECESSED FIRE EXTINGUISHER CABINET AND FIRE EXTINGUISHER BY LARSEN'S MANUFACTURING CO. CABINET TO BE ARCHITECTURAL SERIES VERTICAL DUO, STEEL WITH BAKED WHITE FINISH. EXTINGUISHER TO BE "MP10" 4A:80B:C. U.N.O. SEE 24 A5.21
  - PROVIDE WALL MOUNTED FIRE EXTINGUISHER, "MP10" BY LARSEN'S MANUFACTURING CO. 4A:80B:C WITH WALL HANGING BRACKET & SIGN.
  - PROVIDE 15.5LB HALOTRON WALL-MOUNTED FIRE EXTINGUISHER 2A:10B:C WITH BRACKET & SIGN.
  - CARD READER LOCATED BY SECURITY VENDOR. G.C. TO PROVIDE POWER TO ALL LOCATIONS AND CONDUIT PULL STRING AT HARD WALL LOCATIONS FOR SECURITY VENDOR DATA LINES. SEE SPECIFICATIONS AND SECURITY DRAWINGS FOR MORE INFO.
  - NEW CHILLED WATER COOLER FOR WAREHOUSE. PROVIDE POWER, AND PLUMBING LINE WITH VALVE AS REQUIRED. SEE PLUMBING AND ELECTRICAL DRAWINGS. FINAL NUMBER AND LOCATION TBD.
  - ELECTRIC WATER HEATER - SEE PLUMBING DRAWINGS.
  - EQUIPMENT TAG - SEE EQUIPMENT SCHEDULE ON THIS SHEET
  - DOOR TAG - SEE DOOR SCHEDULE ON SHEETS A6 SERIES
  - WALL TAG - SEE PARTITION TYPE LEGEND ON DETAIL IX.XX
  - WINDOW TAG - SEE WINDOW ELEVATIONS ON SHEET AX.XX



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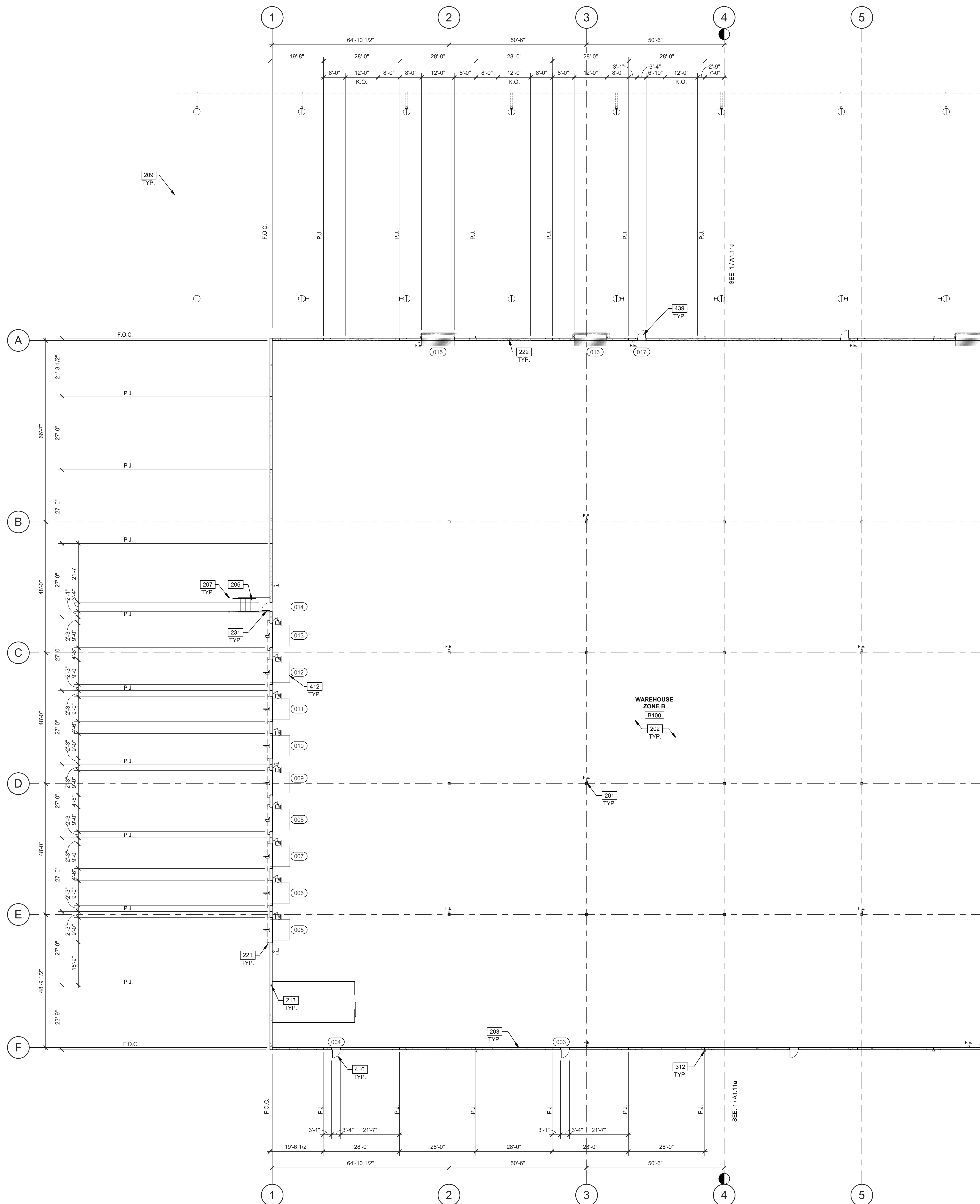
**PARTIAL FLOOR PLAN - ZONE A**

DATE	REVISIONS
06/29/2021	PLANNING SUBMITTAL

PA/PM:	A.JAFF
DRAWN BY:	O.M.J.B.
JOB NO.:	DAL20-0069-00

SHEET  
**A1.11a**

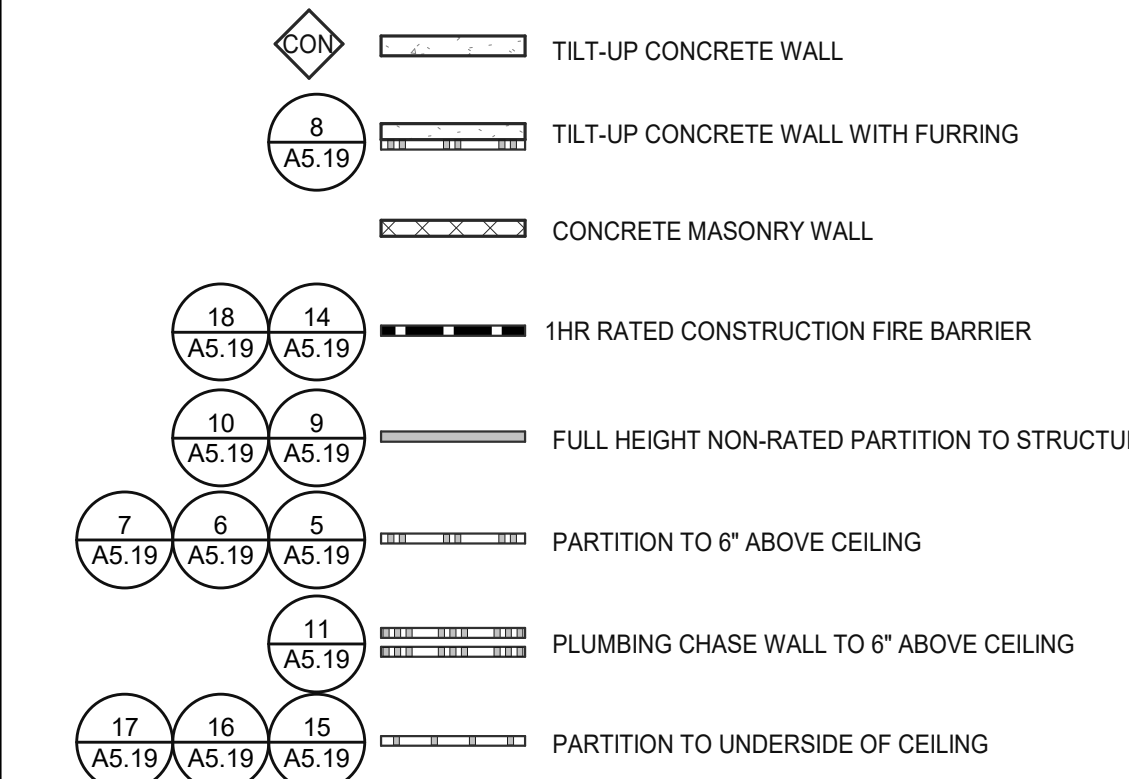
NOT TO SCALE



**KEYNOTES :**

- SEE SHEETS G0 2 & G0 2a FOR GENERAL NOTES
- 201 STRUCTURAL STEEL COLUMN, GRAY PRIMED, TYP. PAINT COLUMN SAFETY YELLOW TO 12' AFF
  - 202 PROVIDE A 10MIL VAPOR RETARDER EQUAL TO STREGO W/RAP CLASS A UNDER GLASS-ON-GRADE BELOW OFFICE AREAS ONLY UNLESS DIRECTED OTHERWISE BY THE GEOTECHNICAL ENGINEER. SEAMS SHALL BE LAPPED AND TAPED USING MANUFACTURER APPROVED TAPE. VAPOR RETARDER SHALL EXTEND A MINIMUM OF 4'-0" FROM EDGE OF OFFICE AREA AND ASSOCIATED SPACES (I.E., BREAK ROOM, RESTROOMS, TRAINING ROOM ETC.)
  - 203 PAINTED TILT-UP CONCRETE PANEL, PAINT EXTERIOR PER EXTERIOR ELEVATIONS.
  - 206 EXTERIOR STEEL STAIR, ALL COMPONENTS GALVANIZED.
  - 207 6" DIAMETER CONCRETE FILLED GALVANIZED STEEL PIPE BOLLARD, PRIME PAINTED WITH SAFETY YELLOW PLASTIC SLEEVES, 7' LONG WITH 3" EMBEDMENT INTO CONCRETE FOOTING.
  - 209 OUTLINE OF CANOPY ABOVE.
  - 213 PANEL JOINT, TYPICAL UNLESS OTHERWISE NOTED.
  - 221 SECTIONAL OVERHEAD TRUCK DOCK DOOR (INSULATED) WITH BUMPERS AND DOCK SEAL, PRE-PRIMED, PAINT PER LEGEND.
  - 222 KNOCK-OUT PANEL FOR FUTURE WINDOWS OR DOORS.
  - 231 TDR DOOR.
  - 312 DOWNSCUT AND THROUGHWALL SCUPPER WITH OVERFLOW, SIZE AND NUMBER WITH SITE CONDITIONS. ALIGN W/ PANEL JOINT, PAINT TO MATCH TILT-UP PANEL. CONNECT TO STORMWATER SYSTEM.
  - 412 HYDRAULIC DOCK LEVELER, PIT STYLE LEVELER.
  - 416 PAINTED HOLLOW METAL DOOR AND FRAME.
  - 439 SIGNAGE AT EMERGENCY EXIT DOOR, SEE DETAIL 10/A0.8b.

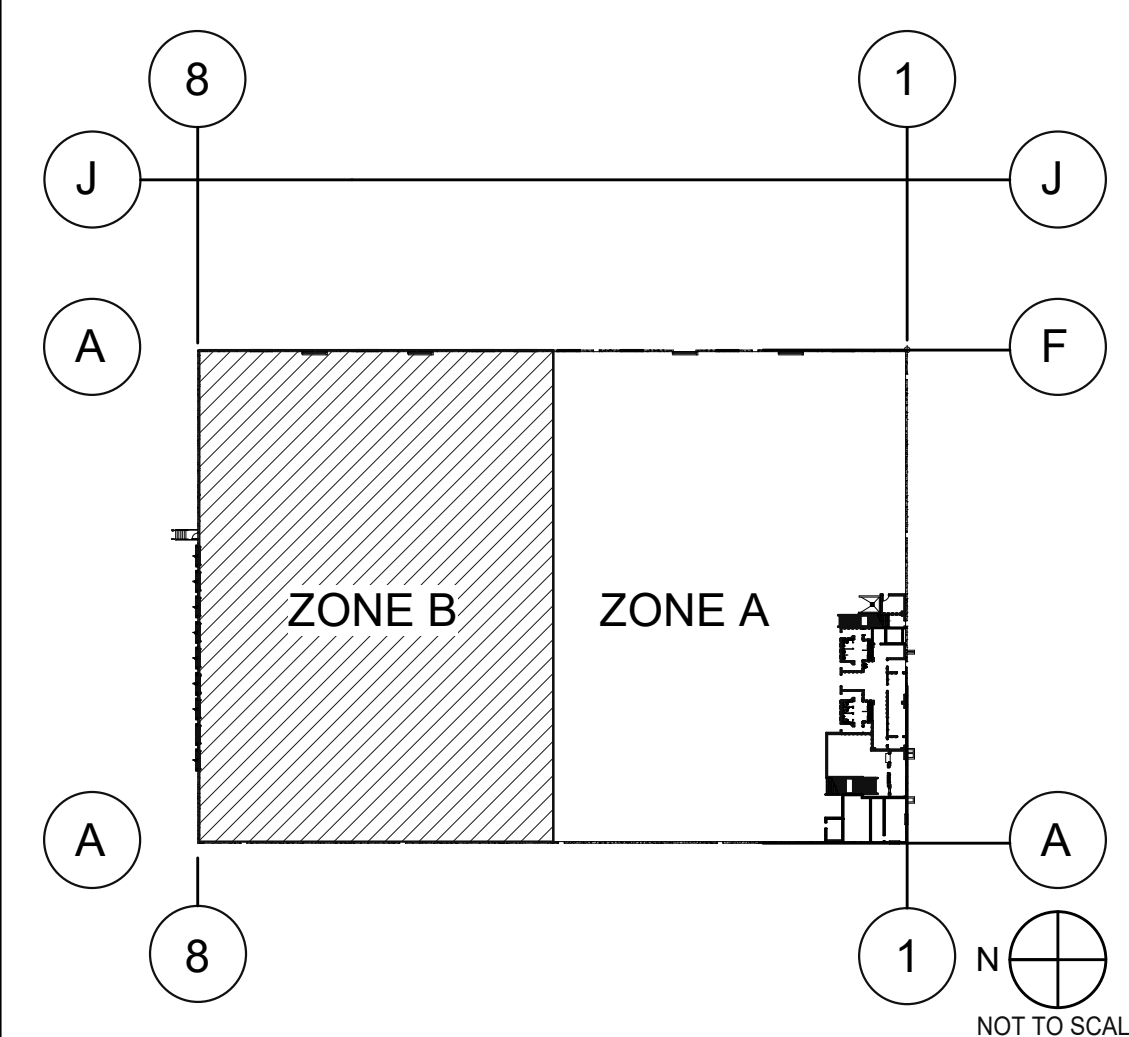
**WALL LEGEND**



**LEGEND**

- NOTE:** SEE STRUCTURAL DRAWINGS FOR METAL WALL STUD TABLE TO SELECT APPROPRIATE WALL STUD SIZE GAUGE & SPACING FOR WALL HEIGHT.
- F.E.C. PROVIDE SEMI-RECESSED FIRE EXTINGUISHER CABINET AND FIRE EXTINGUISHER BY LARSEN'S MANUFACTURING CO. CABINET TO BE ARCHITECTURAL SERIES VERTICAL DUO, STEEL WITH BAKED WHITE FINISH, EXTINGUISHER TO BE "MP10" 4A:80B:C. U.N.O. SEE 24/A5.21
  - I.F.E. PROVIDE WALL MOUNTED FIRE EXTINGUISHER, "MP10" BY LARSEN'S MANUFACTURING CO. 4A:80B:C. WITH WALL HANGING BRACKET & SIGN.
  - H.F.E. PROVIDE 15 LB HALOTRON WALL-MOUNTED FIRE EXTINGUISHER 2A:10B:C WITH BRACKET & SIGN.
  - CR CARD READER LOCATED BY SECURITY VENDOR, G.C. TO PROVIDE POWER TO ALL LOCATIONS AND CONDUIT PULL STRING AT HARD WALL LOCATIONS FOR SECURITY VENDOR DATA LINES. SEE SPECIFICATIONS AND SECURITY DRAWINGS FOR MORE INFO.
  - W NEW CHILLED WATER COOLER FOR WAREHOUSE. PROVIDE POWER, AND PLUMBING LINE WITH VALVE AS REQUIRED. SEE PLUMBING AND ELECTRICAL DRAWINGS. FINAL NUMBER AND LOCATION TBD.
  - EWH ELECTRIC WATER HEATER - SEE PLUMBING DRAWINGS.
  - # EQUIPMENT TAG - SEE EQUIPMENT SCHEDULE ON THIS SHEET
  - ## DOOR TAG - SEE DOOR SCHEDULE ON SHEETS A6 SERIES
  - ◇ WALL TAG - SEE PARTITION TYPE LEGEND ON DETAIL K.XX
  - ⊗ WINDOW TAG - SEE WINDOW ELEVATIONS ON SHEET AX.XX

**KEYPLAN**



1/16"=1'-0"  
PARTIAL FLOOR PLAN- ZONE B  
SCALE: 1/16" = 1'-0"

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555 SALLY RIDE DR.  
CONCORD, CALIFORNIA 94520

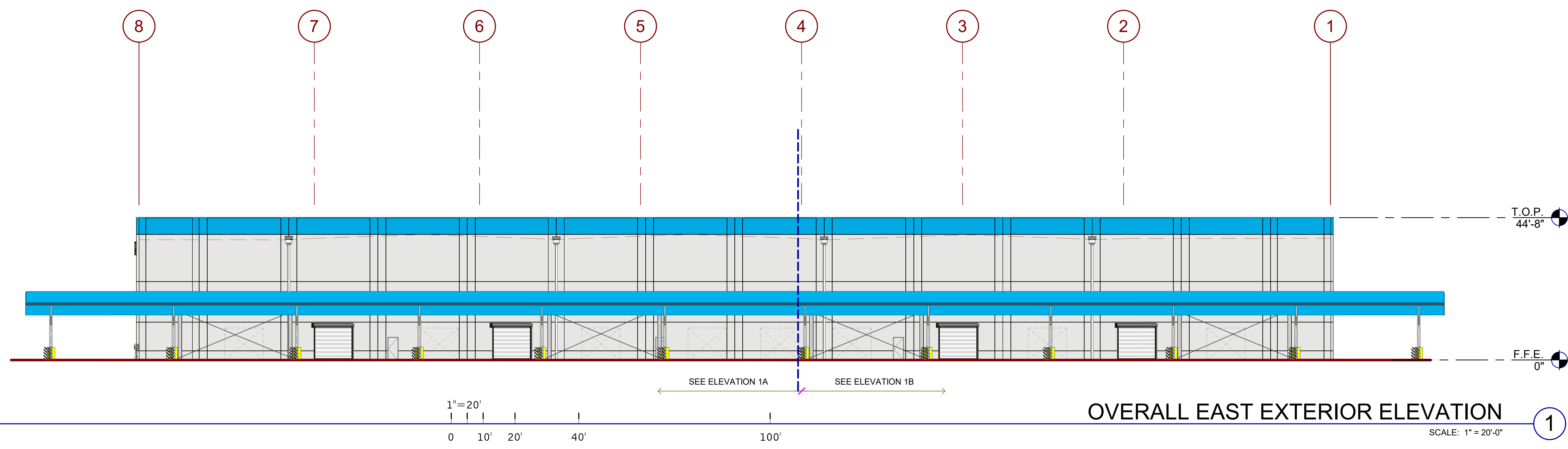
**PARTIAL FLOOR PLAN- ZONE B**

DATE	REVISIONS
06/29/2021	PLANNING SUBMITTAL

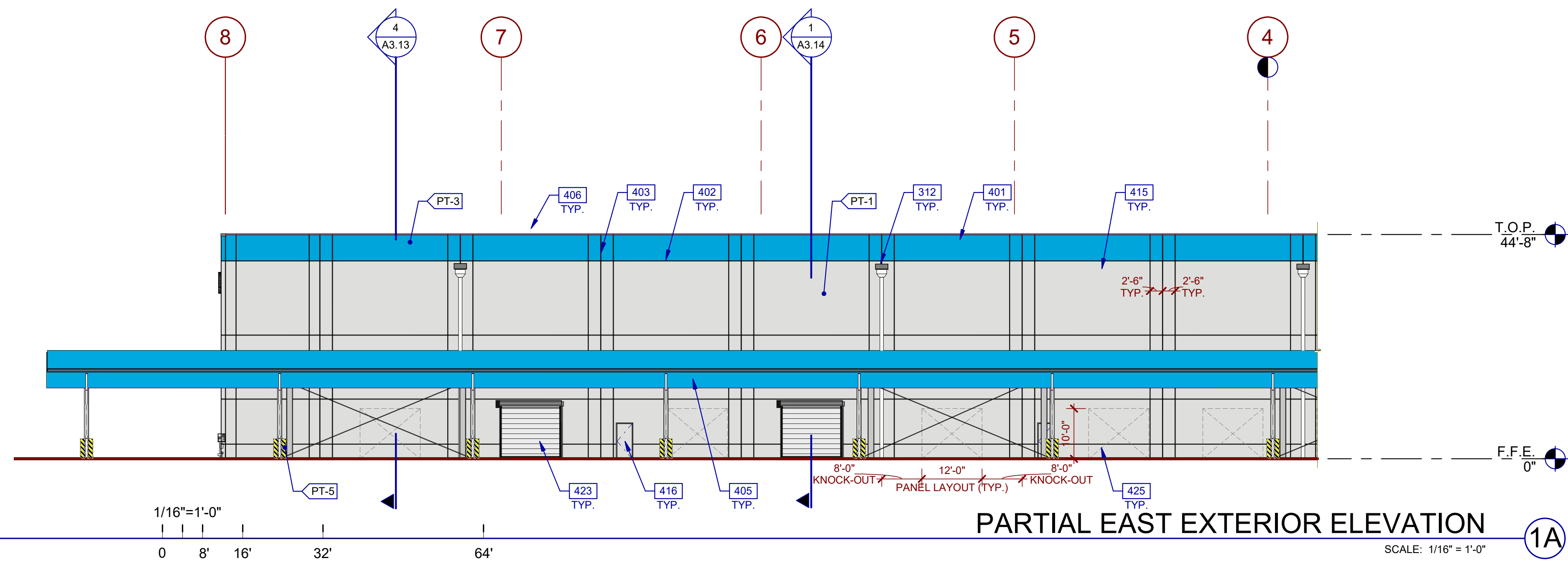
PA/PM:	A.JAFF
DRAWN BY:	O.M.J.J.B.
JOB NO.:	DAL20-0069-00

SHEET  
**A1.11b**  
NOT TO SCALE

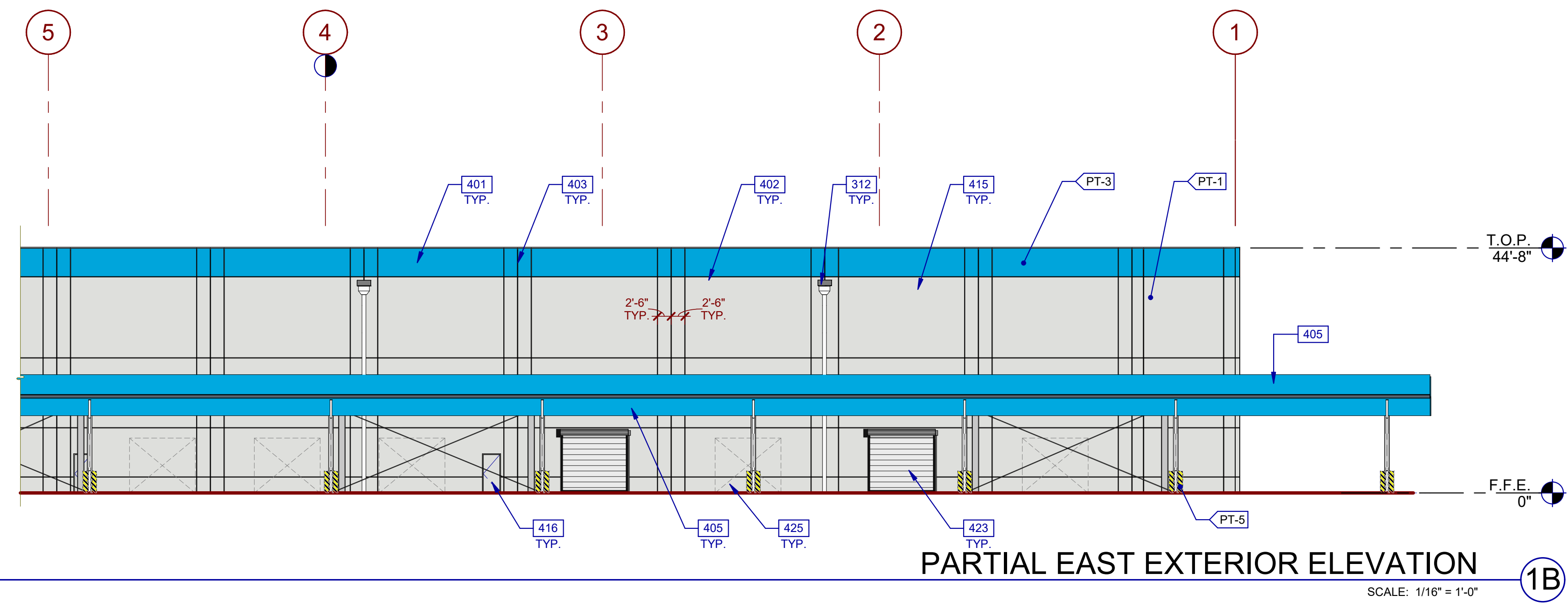




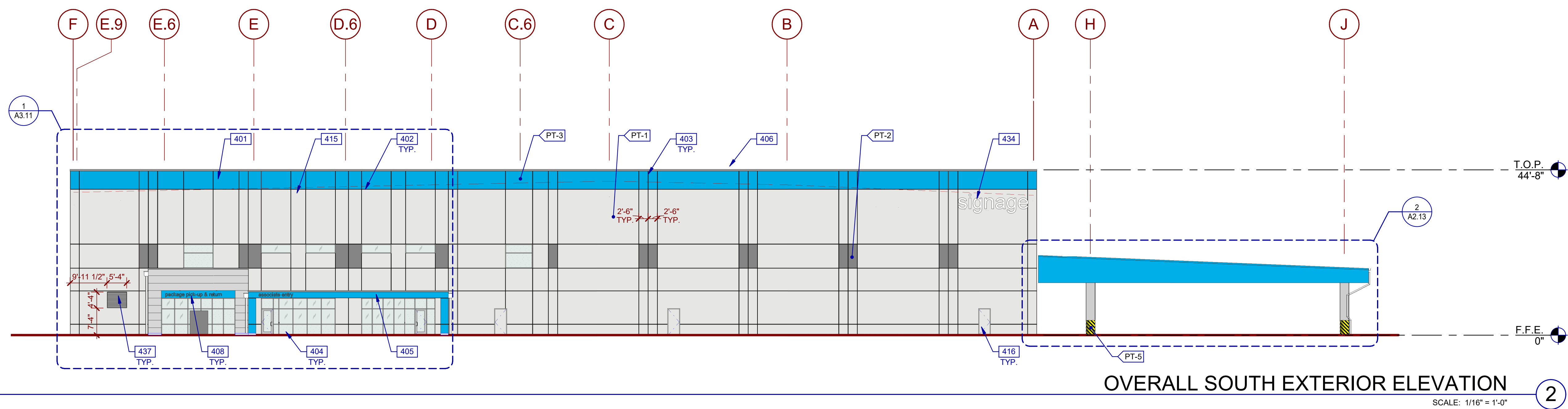
OVERALL EAST EXTERIOR ELEVATION 1



PARTIAL EAST EXTERIOR ELEVATION 1A



PARTIAL EAST EXTERIOR ELEVATION 1B



OVERALL SOUTH EXTERIOR ELEVATION 2

**GENERAL NOTES**

- SEE SHEET G0.2 & G0.2a FOR GENERAL NOTES
- A. SEE PLANS AND WALL SECTIONS FOR ROUGH OPENING LOCATION AND WINDOW TYPES.
- B. SEE A6.10 FOR WINDOW TYPES.
- C. ALL STOREFRONT GLAZING TO BE INSULATED GLAZING TYPE, UNLESS NOTED OTHERWISE.
- D. VERIFY WITH AHJ FOR SITE REQUIREMENT FOR TEMPERED INSULATED GLAZING BEFORE IMPLEMENTING.
- E. ALL FIXED INSULATED GLAZING SHALL BE CERTIFIED & LABELED WITH ITS MAX U-FACTOR & SOLAR HEAT GAIN COEFFICIENT BY AN INDEPENDENT AGENCY LICENSED BY THE MFCO. IN COMPLIANCE WITH THE VALUES LISTED IN THE DESIGN CRITERIA. PROVIDE AND COORDINATE KNOXBOX LOCATION WITH FIRE DEPARTMENT AND ARCHITECT PRIOR TO INSTALL.
- F. ALL VERTICAL DIMENSIONS ARE FROM FINISHED FLOOR, UNLESS NOTED OTHERWISE.
- G. CHANGE IN PAINT COLOR OCCURS AT BACK OF REVEAL, TYP, UNLESS NOTED OTHERWISE.
- H. CHANGE IN PAINT COLOR OCCURS AT BACK OF REVEAL, TYP, UNLESS NOTED OTHERWISE.
- I. ALUMINUM DOOR TO MATCH STOREFRONT SYSTEM, TYP. SEE DOOR SCHEDULE.

**KEYNOTES :**

- 221 SECTIONAL OVERHEAD TRUCK DOCK DOOR (INSULATED) WITH BUMPERS AND DOCK SEAL, PRE-PRIMED, PAINT PER LEGEND.
- 312 DOWNSPOUT AND THROUGHWALL SCUPPER WITH OVERFLOW, SIZE AND NUMBER WITH SITE CONDITIONS, ALIGN W/ PANEL JOINT, PAINT TO MATCH TILT-UP PANEL, CONNECT TO STORMWATER SYSTEM.
- 401 CONCRETE TILT WALL PANEL, PAINTED.
- 402 V-REVEAL.
- 403 CONCRETE WALL JOINT.
- 404 ALUMINUM STOREFRONT SYSTEM WITH 1" INSULATED GLASS, DARK BRONZE ANODIZED ALUMINUM MULLIONS.
- 405 METAL CANOPY, PER DESIGN CRITERIA.
- 406 PRE-FINISHED METAL COPING, MFRS STANDARD COLOR TO MATCH PAINT PT-1.
- 408 FUTURE TENANT SIGNAGE, UNDER SEPARATE PERMIT.
- 415 LINE OF ROOF BEYOND.
- 416 PAINTED HOLLOW METAL DOOR AND FRAME.
- 423 COILING OVERHEAD LOAD OUT DOOR (INSULATED), PRIMED AND FIELD PAINTED, PAINT - REFER TO COLOR LEGEND.
- 425 KNOCKOUT PANEL FOR FUTURE DRIVE-IN DOOR.
- 434 AREA OF FUTURE TENANT SIGNAGE.
- 437 ALUMINUM LOUVER, PRIMED, FIELD FINISH TO MATCH PANEL.

**LEGEND**

**MATERIALS:**

- METAL CANOPY, PAINTED PANTONE, 2995C

**GLASS:**

- VISION GLASS
- SPANDREL GLASS
- TEMPERED GLASS

**COLORS:**

PROVIDE 6'-0" WIDE PAINT COLOR MOCK-UP FULL HEIGHT OF BUILDING FOR OWNER/ARCHITECT REVIEW.

- ANODIZED ALUMINUM STOREFRONT SYSTEM
- SECONDARY COLOR - PT-1 MANUFACTURER: SHERWIN WILLIAMS COLOR/NO: NEBULOUS WHITE / SW 7063
- ACCENT COLOR - PT-2 MANUFACTURER: SHERWIN WILLIAMS COLOR/NO: GRAY MATTERS / SW7066
- ACCENT COLOR - PT-3 MANUFACTURER: SHERWIN WILLIAMS COLOR/NO: TENANT BLUE, PANTONE /2995 C
- BASE COLOR PT-4 MANUFACTURER: STANDARD COLOR/NO: BRIGHT WHITE
- OSHA CAUTION YELLOW/ COLUMN BASE AND BLACK DIAGONAL STRIPES COLUMN PROTECTION

NOTE: SEPARATE EXTERIOR PAINT SCHEDULE AND AN INTERIOR PAINT SCHEDULE IS PROVIDED. REFER TO A2.1 AND A2.2 FOR EACH SCHEDULE. REFER TO CRITERIA FOR MORE INFORMATION.

EXTERIOR PAINT COLOR BASIS OF DESIGN IS SHERWIN WILLIAMS. ACCEPTABLE MANUFACTURERS ARE SHERWIN WILLIAMS, BENJAMIN MOORE, OR PPG.

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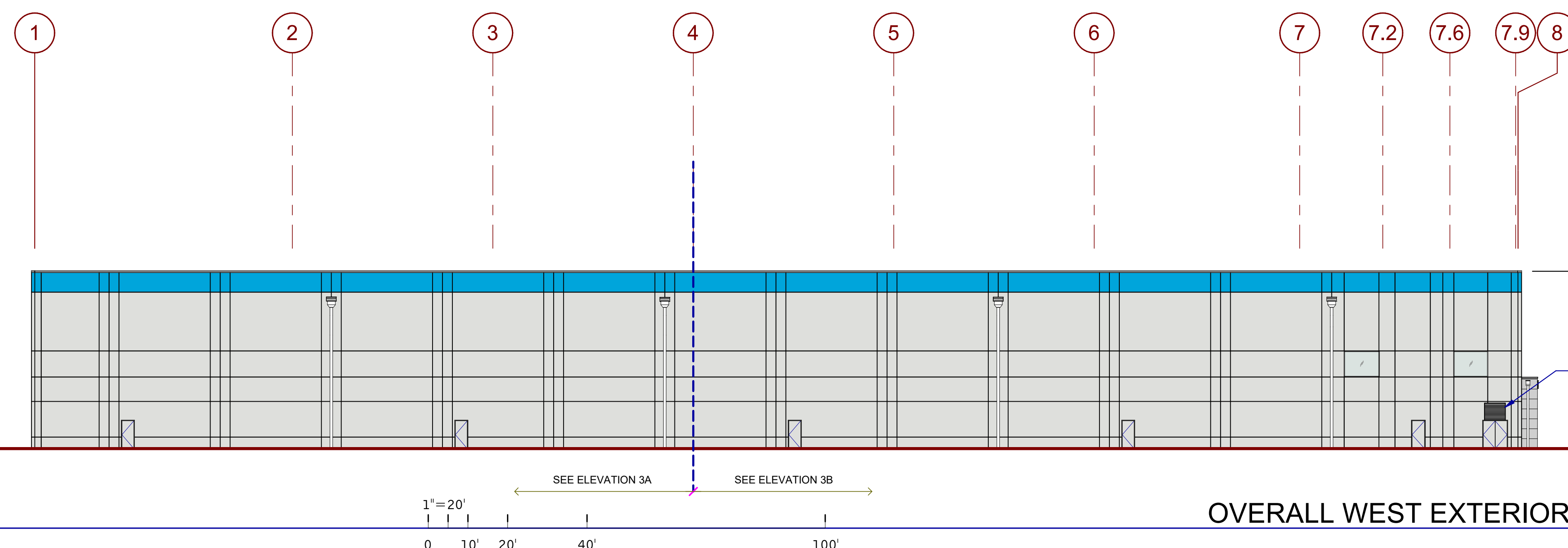
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EXTERIOR ELEVATIONS	
DATE	REMARKS
06/29/2021	PLANNING SUBMITTAL

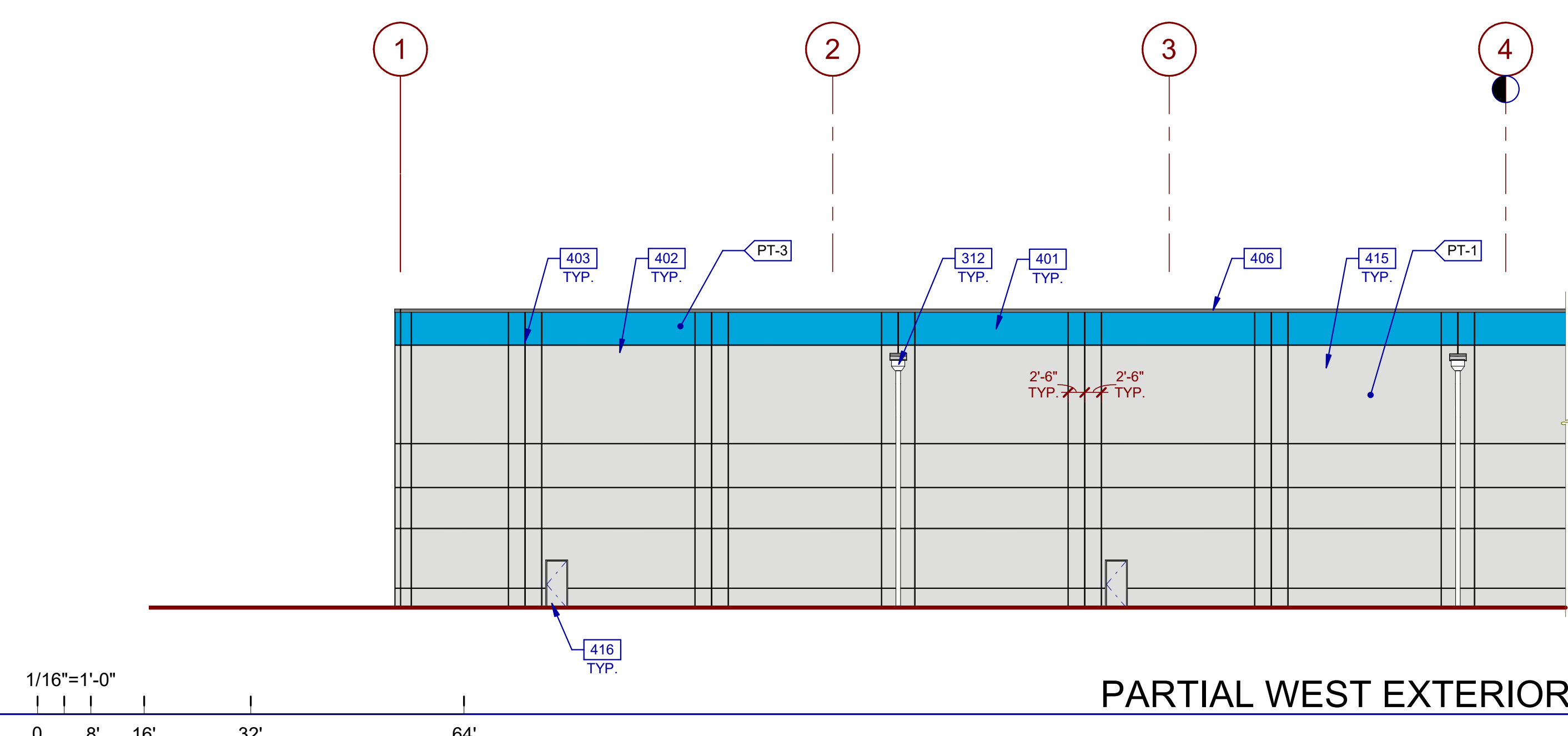
PA/PM:	A.JAFF
DRAWN BY:	O.M.J.B.
JOB NO.:	DAL20-0069-00

SHEET  
**A2.11**

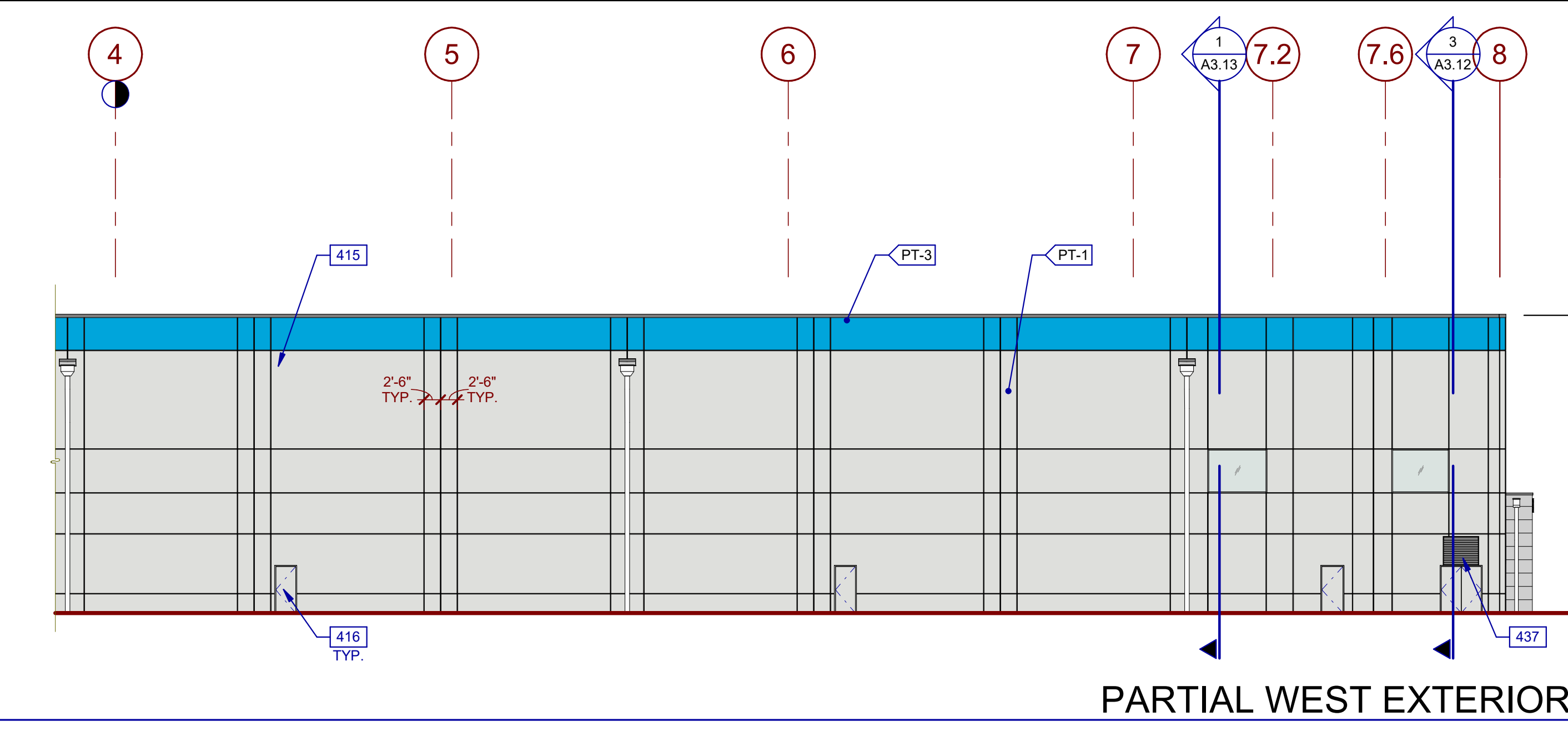




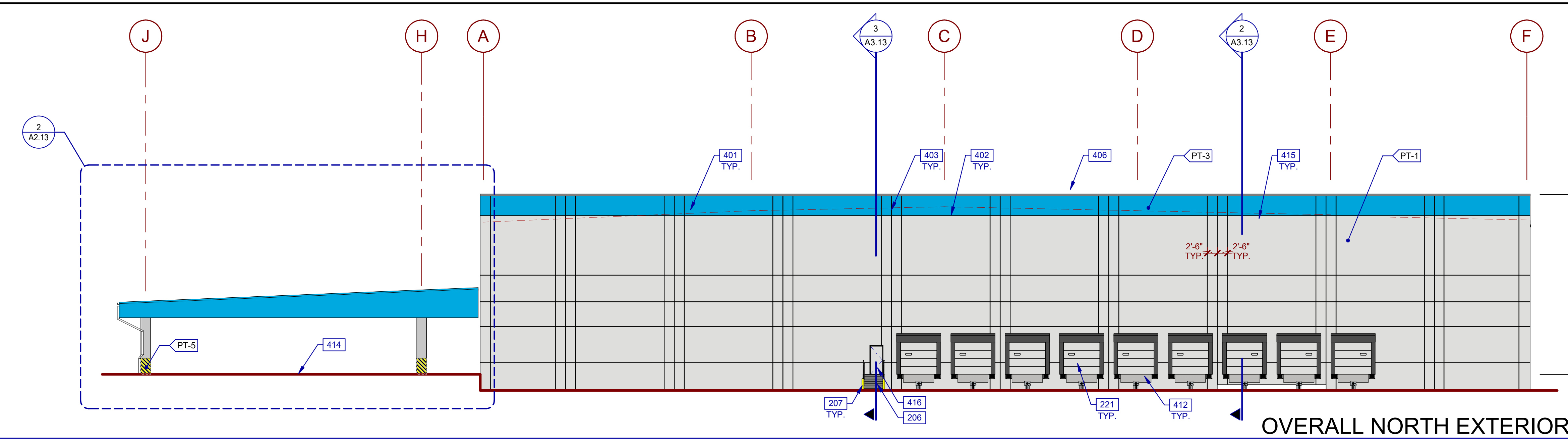
OVERALL WEST EXTERIOR ELEVATION 3



PARTIAL WEST EXTERIOR ELEVATION 3A



PARTIAL WEST EXTERIOR ELEVATION 3B



OVERALL NORTH EXTERIOR ELEVATION 4

GENERAL NOTES

- SEE SHEET G0.2 & G0.2a FOR GENERAL NOTES
- A. SEE PLANS AND WALL SECTIONS FOR ROUGH OPENING LOCATION AND WINDOW TYPES.
- B. SEE A6.10 FOR WINDOW TYPES.
- C. ALL STOREFRONT GLAZING TO BE INSULATED GLAZING TYPE, UNLESS NOTED OTHERWISE.
- D. VERIFY WITH AHJ FOR SITE REQUIREMENT FOR TEMPERED INSULATED GLAZING BEFORE IMPLEMENTING.
- E. ALL FIXED INSULATED GLAZING SHALL BE CERTIFIED & LABELED WITH ITS MAX U-FACTOR & SOLAR HEAT GAIN COEFFICIENT BY AN INDEPENDENT AGENCY LICENSED BY THE MFR. IN COMPLIANCE WITH THE VALUES LISTED IN THE DESIGN CRITERIA.
- F. PROVIDE AND COORDINATE KNOXBOX LOCATION WITH FIRE DEPARTMENT AND ARCHITECT PRIOR TO INSTALL.
- G. ALL VERTICAL DIMENSIONS ARE FROM FINISHED FLOOR, UNLESS NOTED OTHERWISE.
- H. CHANGE IN PAINT COLOR OCCURS AT BACK OF REVEAL, TYP, UNLESS NOTED OTHERWISE.
- I. ALUMINUM DOOR TO MATCH STOREFRONT SYSTEM, TYP. SEE DOOR SCHEDULE.

KEYNOTES :

- 206 EXTERIOR STEEL STAIR, ALL COMPONENTS GALVANIZED.
- 207 6" DIAMETER CONCRETE FILLED GALVANIZED STEEL PIPE BOLLARD, PRIME PAINTED WITH SAFETY YELLOW PLASTIC SLEEVES, 7' LONG WITH 3" EMBEDMENT INTO CONCRETE FOOTINGS.
- 221 SECTIONAL OVERHEAD TRUCK DOCK DOOR (INSULATED) WITH BUMPERS AND DOCK SEAL, PRE-PRIMED, PAINT PER LEGEND.
- 312 DOWNSPOUT AND THROUGHWALL SCUPPER WITH OVERFLOW, SIZE AND NUMBER WITH SITE CONDITIONS, ALIGN W/ PANEL JOINT, PAINT TO MATCH TILT-UP PANEL, CONNECT TO STORMWATER SYSTEM.
- 401 CONCRETE TILT WALL PANEL, PAINTED.
- 402 V-REVEAL.
- 403 CONCRETE WALL JOINT.
- 406 PRE-FINISHED METAL COPING, MFRS STANDARD COLOR TO MATCH PAINT PT-1.
- 412 HYDRAULIC DOCK LEVELER, PIT STYLE LEVELER.
- 414 FINISH GRADE VARIES. SEE CIVIL DWGS.
- 415 LINE OF ROOF BEYOND.
- 416 PAINTED HOLLOW METAL DOOR AND FRAME.
- 437 ALUMINUM LOUVER, PRIMED, FIELD FINISH TO MATCH PANEL.

LEGEND

**MATERIALS:**

- METAL CANOPY, PAINTED PANTONE, 2995C

**GLASS:**

- VISION GLASS
- SPANDREL GLASS
- TEMPERED GLASS

**COLORS:**

PROVIDE 6'-0" WIDE PAINT COLOR MOCK-UP FULL HEIGHT OF BUILDING FOR OWNER/ARCHITECT REVIEW.

- ANODIZED ALUMINUM STOREFRONT SYSTEM
- SECONDARY COLOR - PT-1 MANUFACTURER: SHERWIN WILLIAMS COLOR/NO: NEBULOUS WHITE / SW 7063
- ACCENT COLOR - PT-2 MANUFACTURER: SHERWIN WILLIAMS COLOR/NO: GRAY MATTERS / SW7066
- ACCENT COLOR - PT-3 MANUFACTURER: SHERWIN WILLIAMS COLOR/NO: TENANT BLUE, PANTONE (2995 C
- BASE COLOR PT-4 MANUFACTURER: STANDARD COLOR/NO: BRIGHT WHITE
- OSHA CAUTION YELLOW/ COLUMN BASE AND BLACK DIAGONAL STRIPES COLUMN PROTECTION

NOTE: SEPARATE EXTERIOR PAINT SCHEDULE AND AN INTERIOR PAINT SCHEDULE IS PROVIDED. REFER TO A2.1 AND A2.2 FOR EACH SCHEDULE. REFER TO CRITERIA FOR MORE INFORMATION.

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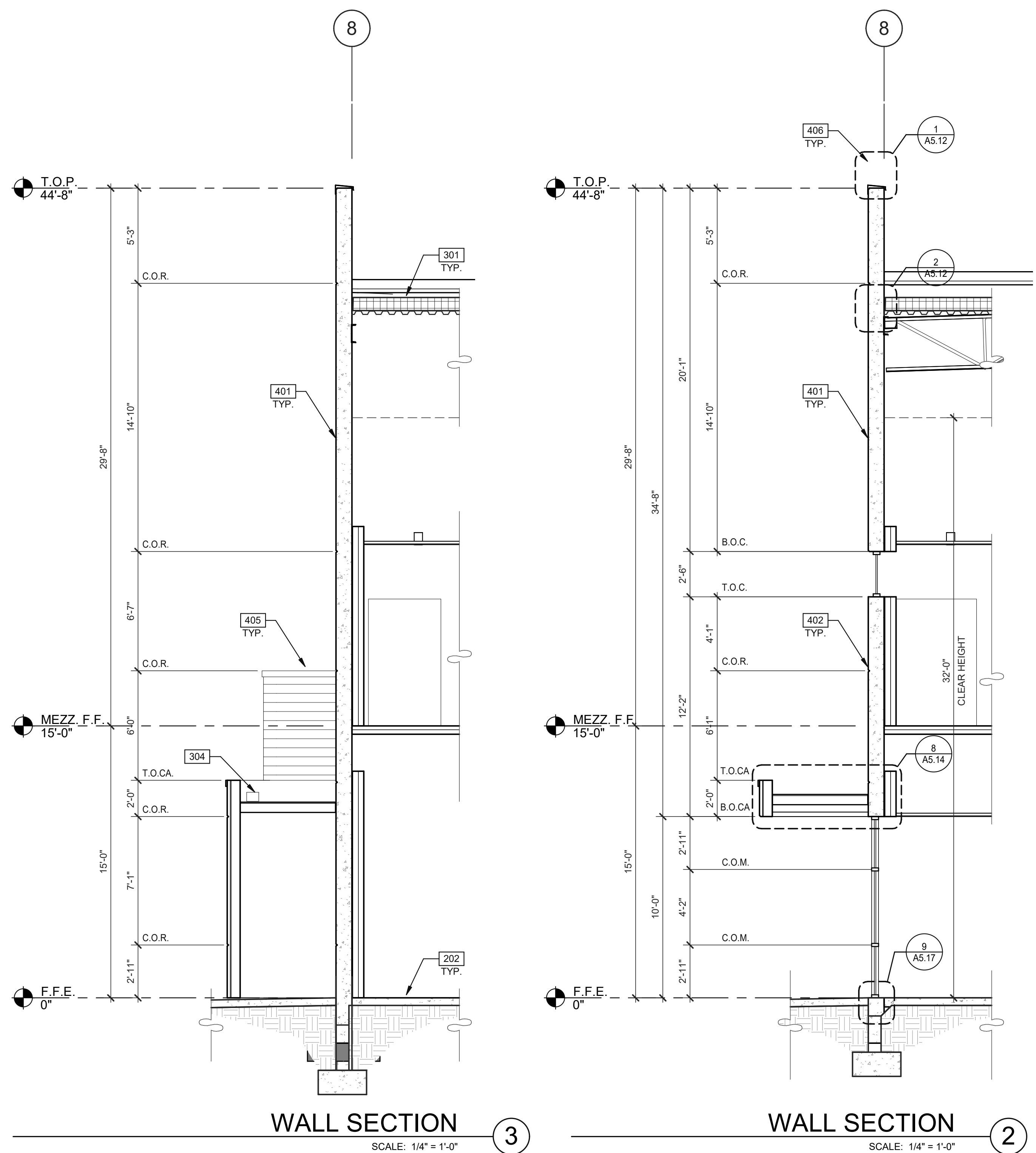
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EXTERIOR ELEVATIONS	
DATE	REMARKS
06/29/2021	PLANNING SUBMITTAL

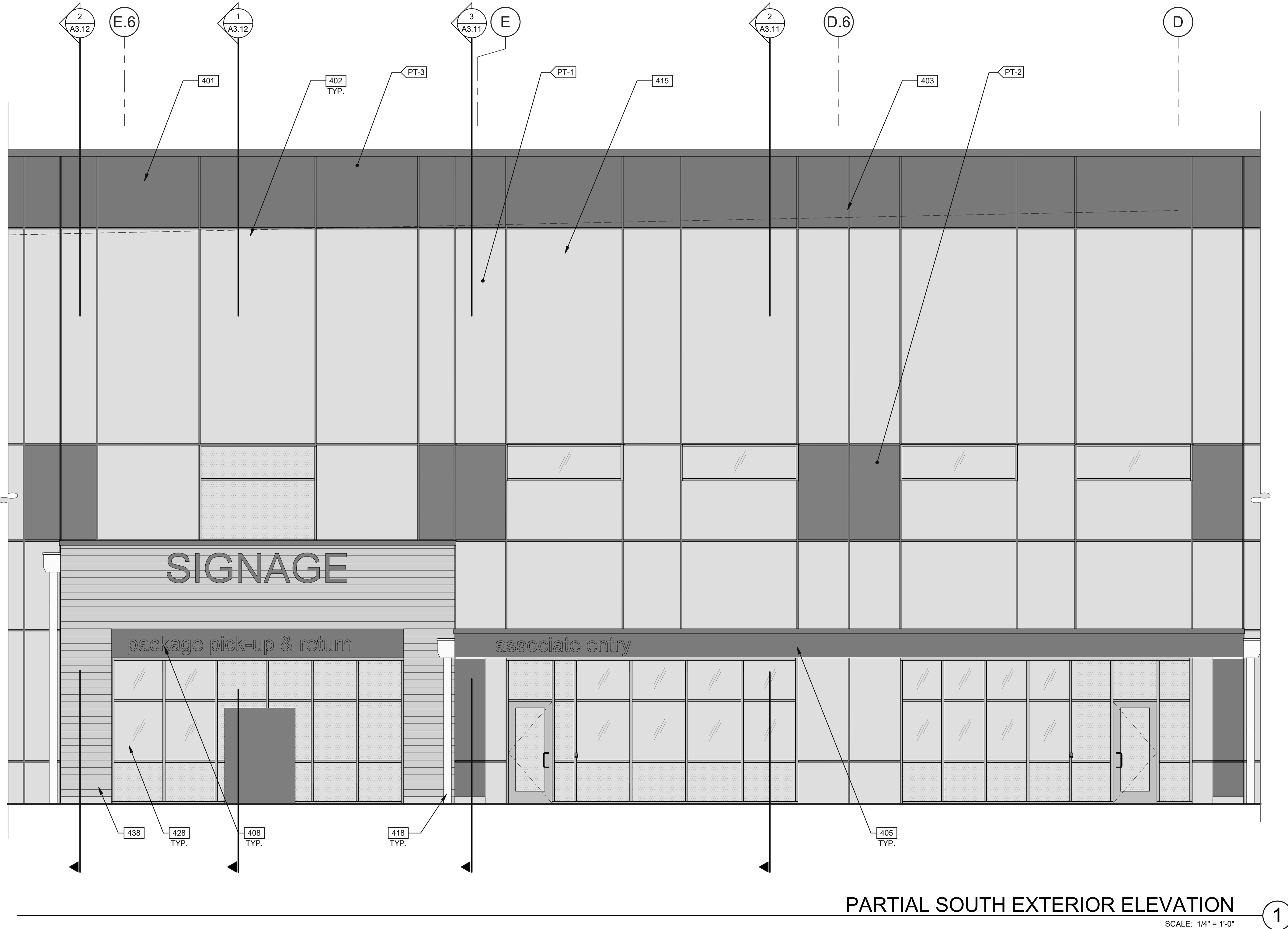
PA/PM:	A.JAFF
DRAWN BY:	O.M.J.B.
JOB NO.:	DAL20-0069-00

SHEET  
**A2.12**



WALL SECTION 3  
SCALE: 1/4" = 1'-0"

WALL SECTION 2  
SCALE: 1/4" = 1'-0"



PARTIAL SOUTH EXTERIOR ELEVATION 1  
SCALE: 1/4" = 1'-0"

**GENERAL NOTES**

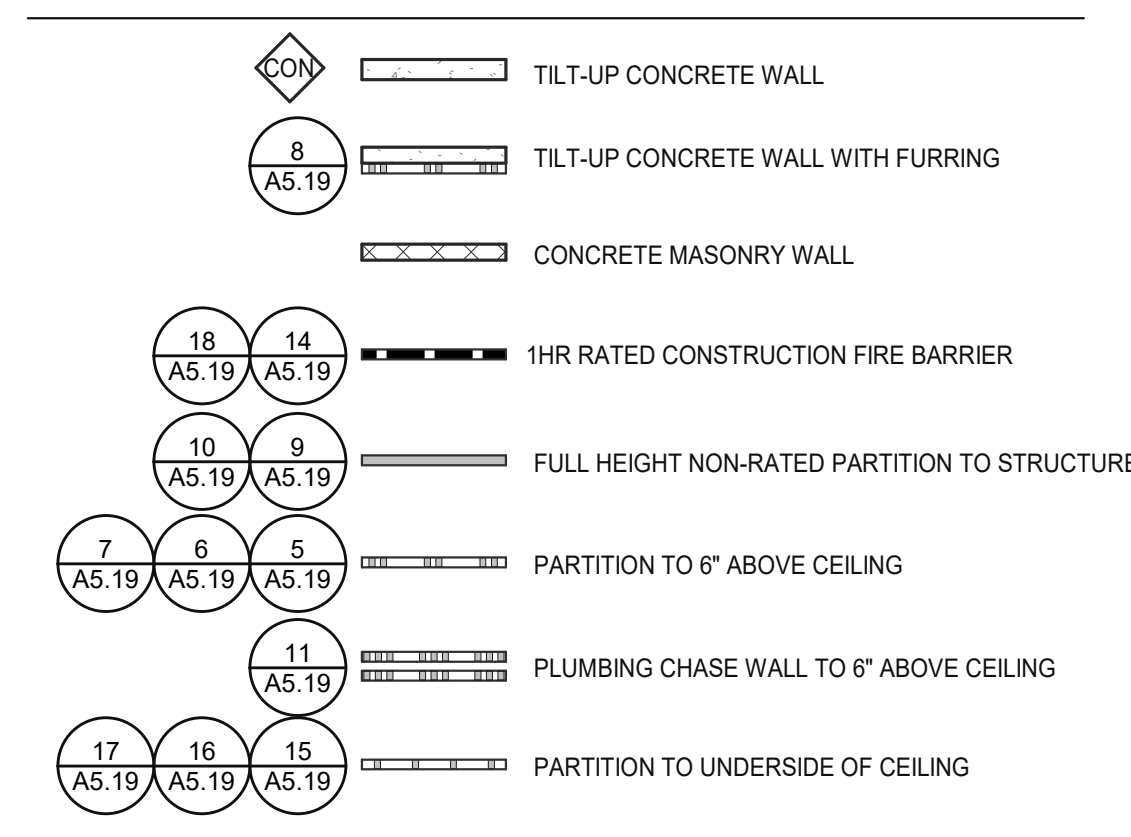
SEE SHEETS G0.2 & G0.2a FOR GENERAL NOTES

**KEYNOTES:**

SEE SHEETS G0.2 & G0.2a FOR GENERAL NOTES

- 202 PROVIDE A 10-MIL VAPOR RETARDER EQUAL TO STREGO WRAP CLASS A UNDER SLABS-ON-GRADE BELOW OFFICE AREAS ONLY UNLESS DIRECTED OTHERWISE BY THE GEOTECHNICAL ENGINEER. SEAMS SHALL BE LAPPED AND TAPED USING MANUFACTURER APPROVED TAPE. VAPOR RETARDER SHALL EXTEND A MINIMUM OF 4'-0" FROM EDGE OF OFFICE AREA AND ASSOCIATED SPACES (I.E. BREAK ROOM, RESTROOMS, TRAINING ROOM, ETC.)
- 209 OUTLINE OF CANOPY ABOVE.
- 221 SECTIONAL OVERHEAD TRUCK DOCK DOOR (INSULATED) WITH BUMPERS AND DOCK SEAL, PRE-PRIMED, PAINT PER LEGEND.
- 301 60 MIL SINGLE-PLY ROOFING OVER RIGID INSULATION OVER METAL DECK.
- 304 OVERFLOW SCUPPER.
- 401 CONCRETE TILT WALL PANEL, PAINTED.
- 402 V-REVEAL.
- 403 CONCRETE WALL JOINT.
- 405 METAL CANOPY, PER DESIGN CRITERIA.
- 406 PRE-FINISHED METAL COPING, MFRS STANDARD COLOR TO MATCH PAINT PT-1.
- 408 FUTURE TENANT SIGNAGE, UNDER SEPARATE PERMIT.
- 415 LINE OF ROOF BEYOND.
- 418 PRE-FINISHED METAL SCUPPER, COLOR: PAINTED PVC DOWNSPOUT TO MATCH ADJACENT WALL, TIGHT-LINE DOWNSPOUT TO STORM LINE, REFER TO CIVIL DWGS.
- 428 CLEAR ANODIZED ALUMINUM STOREFRONT SYSTEM, TYP.
- 438 PREFINISHED METAL WALL PANEL WITH HORIZONTAL PROFILE.

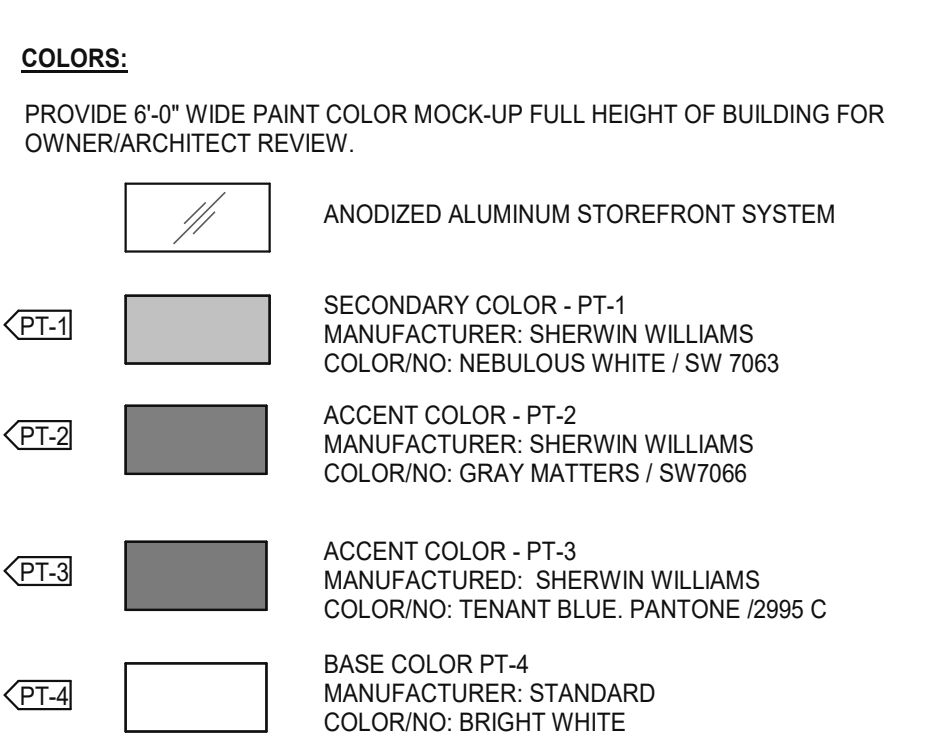
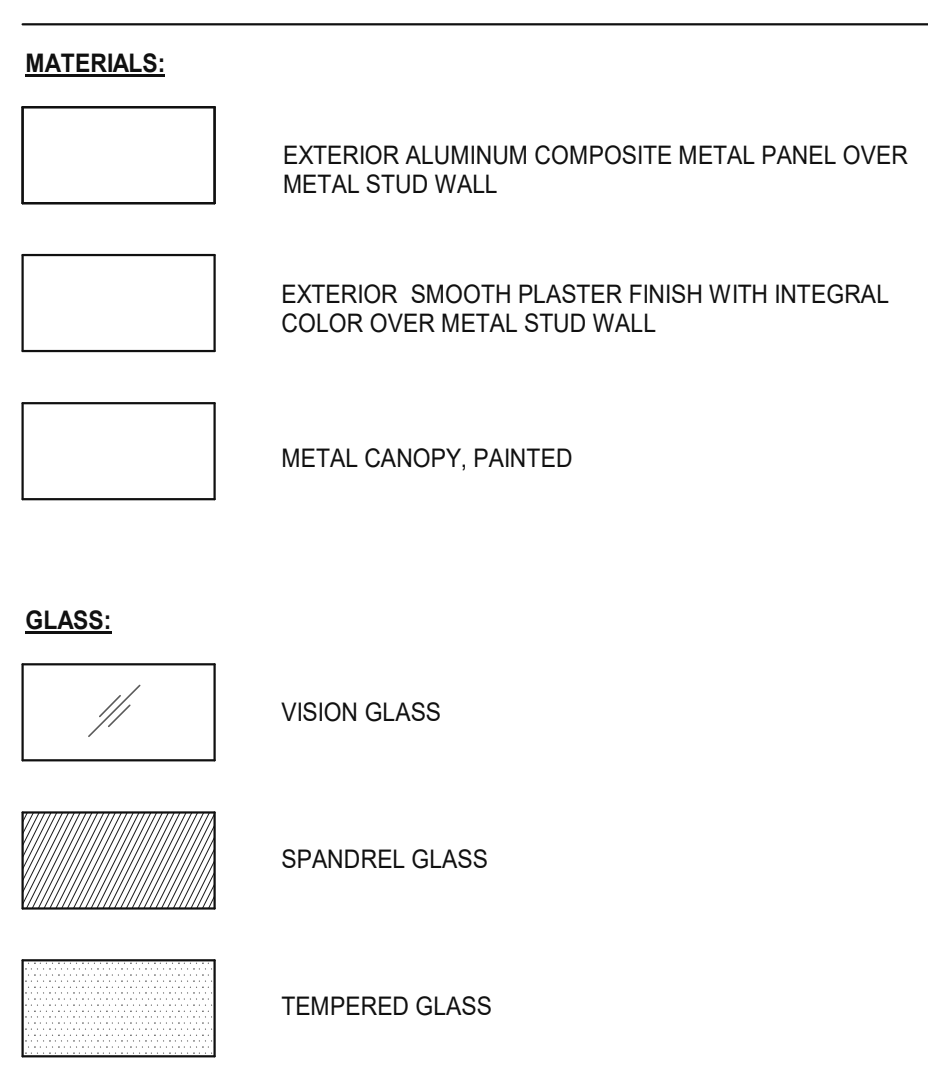
**WALL LEGEND**



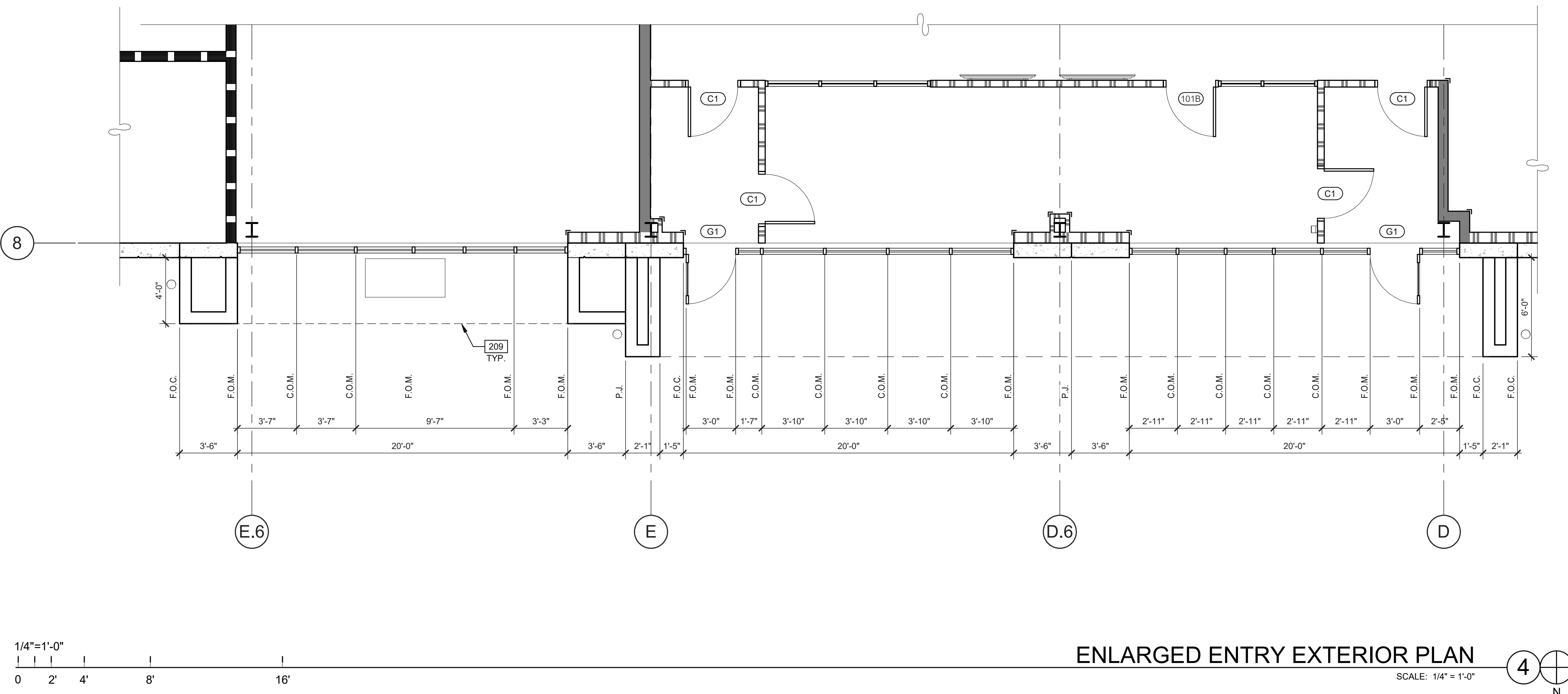
**WALL TYPES**

- ALL WALLS TO BE OF TYPE A-3 - U.O.N.
- SEE SHEET A&1 FOR WALL TYPES

**LEGEND**



NOTE: SEPARATE EXTERIOR PAINT SCHEDULE AND AN INTERIOR PAINT SCHEDULE IS PROVIDED. REFER TO A2.10 AND A4.12 FOR EACH SCHEDULE. REFER TO CRITERIA FOR MORE INFORMATION.  
EXTERIOR PAINT COLOR BASIS OF DESIGN IS SHERWIN WILLIAMS, ACCEPTABLE MANUFACTURERS ARE SHERWIN WILLIAMS, BENJAMIN MOORE, OR PPG.



ENLARGED ENTRY EXTERIOR PLAN 4  
SCALE: 1/4" = 1'-0"

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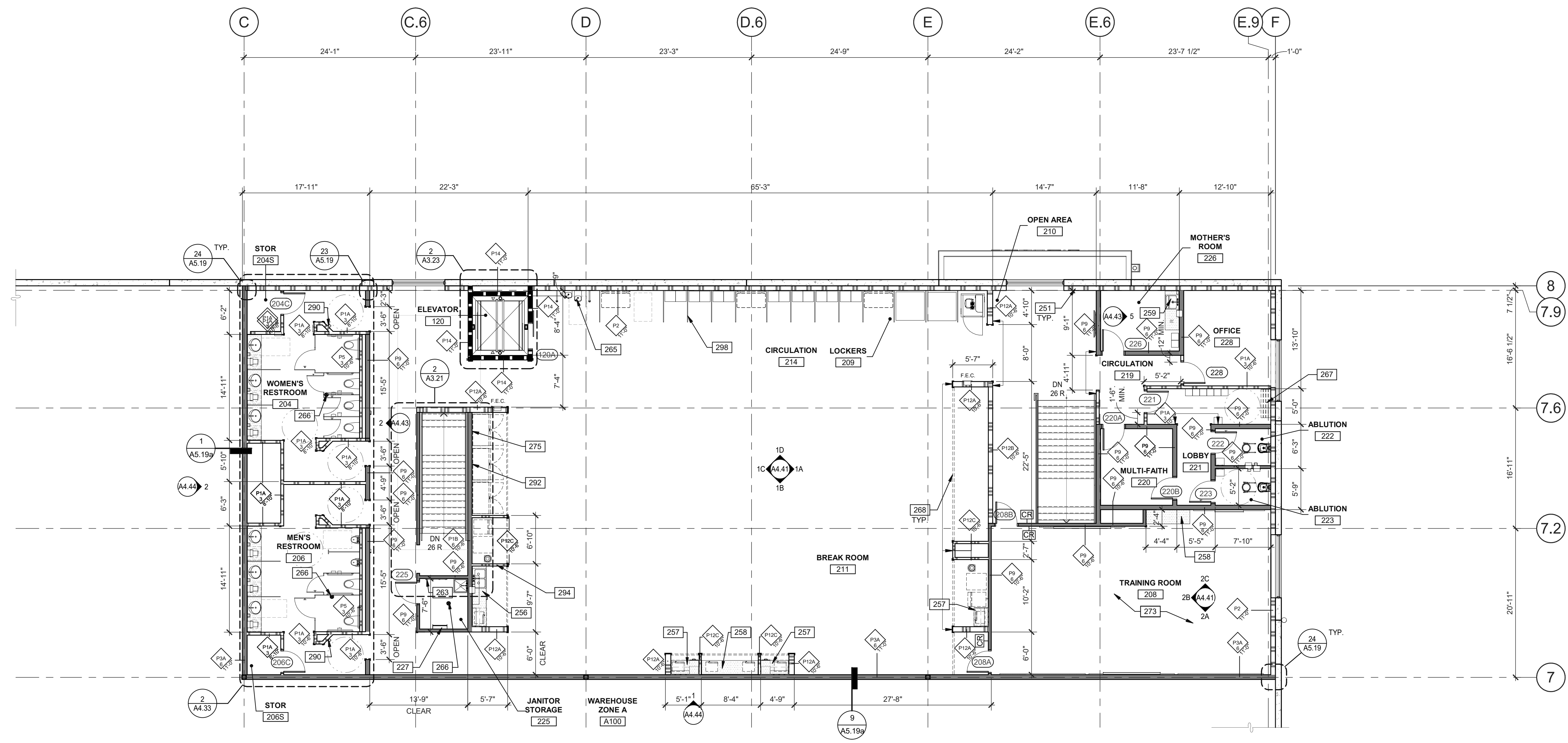
**ENLARGED ENTRY EXTERIOR ELEVATIONS**

DATE	REVISIONS
06/29/2021 <td>PLANNING SUBMITTAL </td>	PLANNING SUBMITTAL

PA/PM:	A.JAFF
DRAWN BY:	O.M.J.J.B.
JOB NO.:	DAL20-0069-00

SHEET  
**A3.11**





**GENERAL NOTES**

SEE SHEETS G0.2 & G0.2a FOR GENERAL NOTES

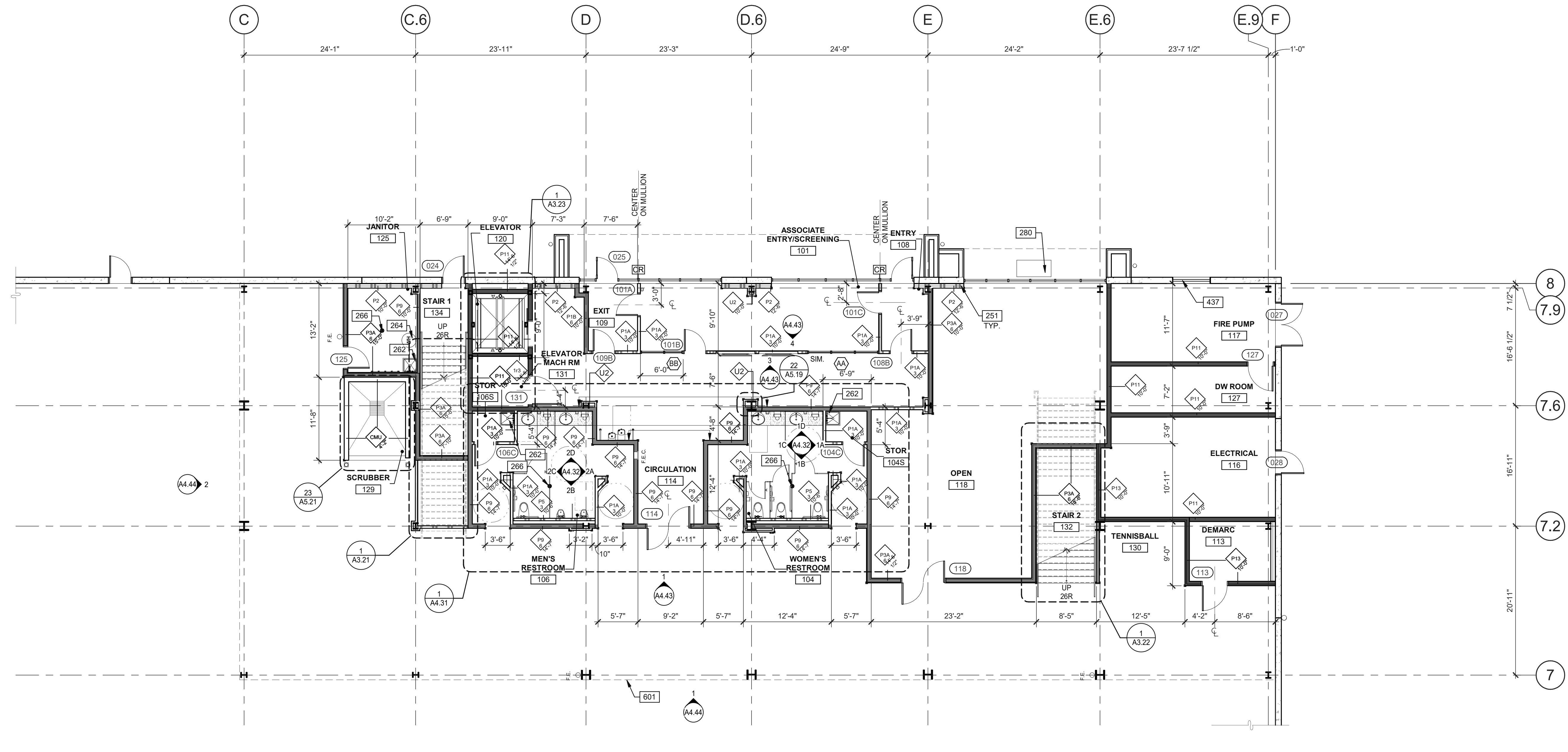
- FOR METAL STUD SIZES AND SPACING SEE LIMITING WALL HEIGHT TABLE U240.
- ALL RESTROOM WALL STUDS TO BE 6" AND FULLY INSULATED, U.O.N.
- SEE KEYNOTE INFORMATION FOR ANY REQUIRED INSULATION.
- CONTRACTOR SHALL PROVIDE RECORD DOCUMENTS AND PROVIDE SAID DOCUMENTATION TO TENANT CONSTRUCTION COORDINATOR OR ARCHITECT UPON COMPLETION.
- CONTRACTOR TO FIELD VERIFY EXISTING CONDITIONS (IF ANY) AND NOTIFY ARCHITECT OF ANY DISCREPANCIES.
- CONTRACT TO INCLUDE ALL FLOOR PREPARATIONS IN BASE BID.
- ALL DRYWALL CORNERS AND COLUMN EDGES TO BE FINISHED WITH CORNER "L" BEAD. DIMENSIONS OF COLUMN FURRING IN A COMMON AREA ARE TO BE EQUAL DIMENSIONS WITH EDGES ALIGNED, U.O.N.
- INTERIOR GYPSUM BOARD WALL SHALL CONFORM TO ICC REPORT ESR-1338
- PROVIDE WALL STUD BACKING AT ALL CABINETS, TOILET FIXTURES, TOILET ACCESSORIES, WALL-MOUNTED EQUIPMENT, SIGNAGE, HANDRAILS, ETC. SEE DETAIL 20A5.19.

A. ALL EXTERIOR WALLS TO BE TILT-UP CONCRETE PANEL, UNLESS NOTED OTHERWISE.  
B. REFER TO A5.19 FOR WALL TYPES.  
C. DETAIL REFERENCES SHOULD BE APPLIED TO ALL INSTANCES WHERE THE SAME CONDITIONS OCCUR, UNLESS NOTED OTHERWISE.  
D. REFER TO SPECIFICATIONS FOR ADDITIONAL INFORMATION.

**KEYNOTES :**

SEE SHEETS G0.2 & G0.2a FOR GENERAL NOTES

- ROOF ACCESS HATCH ABOVE.
- EXTERIOR CONCRETE WALLS/EXTERIOR METAL PANELS TO BE FURRED TO 6" ABOVE CEILING AND CONTINUE INSULATION (IF APPLICABLE) TO DECK ABOVE. AT OPEN CEILING AREAS, FURRING TO BE PROVIDED TO DECK ABOVE. FURRING TO CONTINUE ABOVE AND BELOW WINDOWS WHICH ARE NOT FULL HEIGHT. GYPSUM BOARD TO WRAP WINDOW FRAME AT SILL, JAMB AND HEAD.
- UPPER & LOWER CABINETS NO DRAWERS, WITH BACK-SPLASH AND DOUBLE-BASIN STAINLESS STEEL SINK WITH FAUCET.
- UPPER & LOWER CABINETS NO DRAWERS, WITH BACK-SPLASH.
- LOWER CABINETS NO DRAWERS, WITH BACK-SPLASH.
- LOWER CABINETS NO DRAWERS, WITH BACK-SPLASH AND SINGLE-BASIN STAINLESS STEEL SINK WITH FAUCET.
- MOP SINK. SEE PLUMBING DRAWINGS.
- MOP HOLDER. SEE SPECIFICATIONS FOR ADDITIONAL INFORMATION.
- ELECTRIC WATER HEATER.
- H2O DRINKING FOUNTAIN.
- FLOOR DRAIN. SEE PLUMBING DRAWINGS.
- 48" X 20" LOCKER ROOM BENCH TO BE PROVIDED BY ROBINSON STEEL CO.
- GYPSUM BOARD SOFFIT/HEADER ABOVE.
- THIS ROOM ALL WALLS TO RECEIVE WOOD CHAIR RAIL (CR-1) FULL LENGTH OF WALL EXCEPT AT WHITE BOARD.
- PLANS HOLDER, G.C. RESPONSIBLE FOR INSTALLATION, PRINTS OF FINAL AS-BUILT DRAWINGS AND LABELING. FINAL PLACEMENT TO BE DETERMINED BY OWNER/TENANT.
- CUSTOMER PICK-UP LOCKERS. (FOI/FTT).
- ROOM FRESHENER DISPENSER AND SANITIZER DISPENSER, G.C. TO COORDINATE LOCATION IN FIELD WITH OWNER/TENANT.
- POLECEILING MOUNT TELEVISION. GENERAL CONTRACTOR TO PROVIDE ALL REQUIRED POWER, DATA, CONDUIT, PULL STRING, AND IN WALL BLOCKING. REFER TO INTERIOR ELEVATION FOR MOUNTING INFORMATION.
- 2"x2" 1.2m STAINLESS STEEL CORNER GUARD. PROVIDE AT ALL EXPOSED CORNERS. ADHERE TO WALL W/CONSTRUCTION ADHESIVE (NO MECHANICAL FASTENERS).
- LOCKER DIVIDER, WALL MOUNTED.
- ALUMINUM LOUVER, PRIMED, FIELD FINISH TO MATCH PANEL.
- LINE OF MEZZANINE ABOVE.



**LEGEND**

- TILT-UP CONCRETE WALL
- TILT-UP CONCRETE WALL WITH FURRING
- CONCRETE MASONRY WALL
- 1HR RATED CONSTRUCTION FIRE BARRIER
- FULL HEIGHT NON-RATED PARTITION TO STRUCTURE
- PARTITION TO 6" ABOVE CEILING
- PLUMBING CHASE WALL TO 6" ABOVE CEILING
- PARTITION TO UNDERSIDE OF CEILING

**KEYPLAN**

ZONE B      ZONE A

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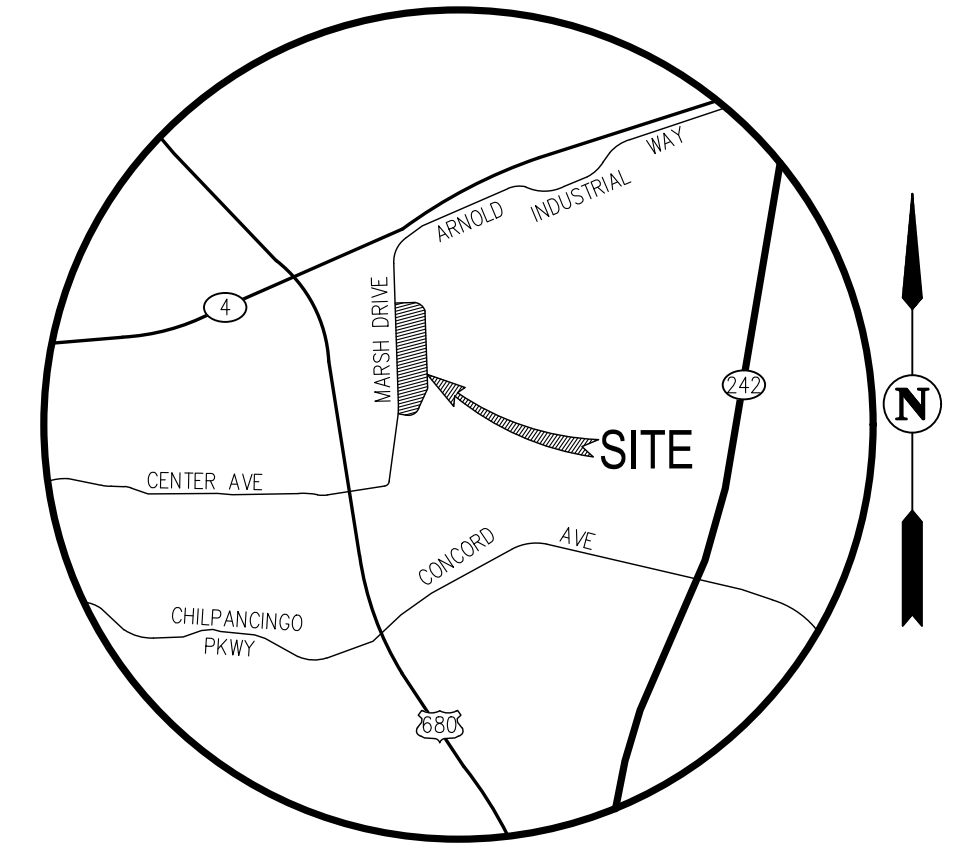
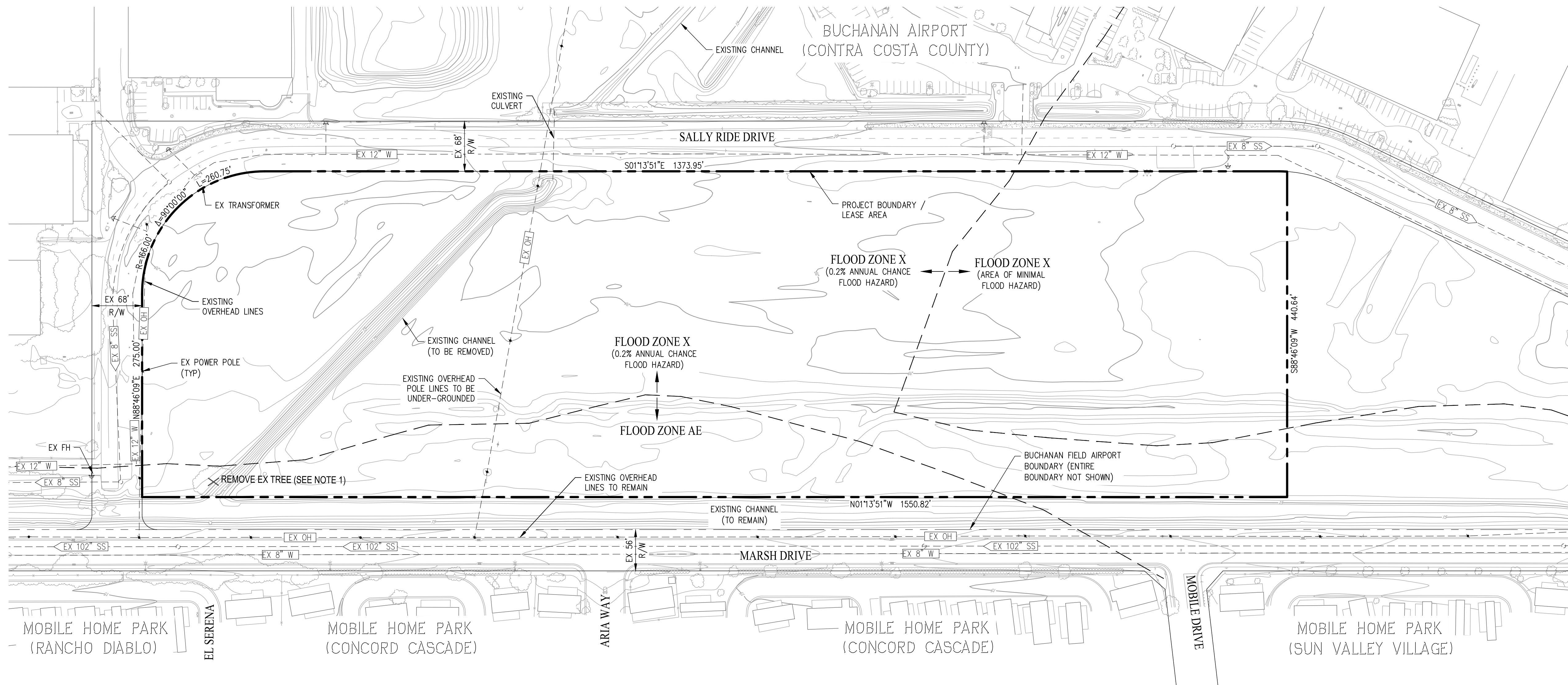
**MAIN INTERIORS AREA FLOOR PLAN**

DATE: 06/29/2021  
REMARKS: PLANNING SUBMITTAL

PA/PM: A.JAFF  
DRAWN BY: O.M.J.B.  
JOB NO.: DAL20-0069-00

SHEET  
**A4.10**

6/30/2021 2:29:52 PM



VICINITY MAP  
NOT TO SCALE

**CONTACTS:**

- DEVELOPER: FSRE INDUSTRIAL - MONTECITO - CONCORD, LLC  
(619) 888-5255  
KARL HIGGINS
- ENGINEER: CARLSON, BARBEE & GIBSON, INC.  
2633 CAMINO RAMON, SUITE 350  
SAN RAMON, CALIFORNIA 94583  
(925) 866-0322  
LEE ROSENBLATT, P.E.

**GENERAL NOTES:**

- ASSESSORS PARCEL NO. 125-01-010 (PORTION)
- SITE AREA: 15.6± ACRES
- LOTS: 1
- BUILDING FOOTPRINT: 98,000 SF±
- EXISTING ZONING: UNRESTRICTED  
PROPOSED ZONING: UNRESTRICTED
- EXISTING LAND USE: PUBLIC / SEMI-PUBLIC  
PROPOSED LAND USE: INDUSTRIAL
- BENCHMARK: BEING A BRASS DISK IN A MONUMENT WELL NGS DESIGNATION HT0142, HAVING AN NAVD88 PUBLISHED ELEVATION OF 33.66 FEET.
- BASIS OF BEARINGS: THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA COORDINATE SYSTEM (1983, EPOCH 2021.0), ZONE 3, BASED ON NSG POINTS DE8504 AND HT0142, THE CALCULATED BEARING BEING N75°16'26"E.
- FLOOD ZONE: ZONE AE: SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD, BASE FLOOD ELEVATIONS DETERMINED (18 FEET).  
ZONE X: AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.  
ZONE X: AREAS OF MINIMAL FLOOD HAZARD  
SOURCE: FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), FLOOD INSURANCE RATE MAP, MAP NUMBER 06013C0281F DATED: JUNE 16, 2009
- UTILITIES: WATER: CONTRA COSTA COUNTY WATER DISTRICT  
SEWER: CENTRAL CONTRA COSTA SANITARY DISTRICT  
STORM DRAIN: CONTRA COSTA COUNTY  
GAS & ELECTRIC: PG&E
- GRADING: GRADING SHOWN IS PRELIMINARY AND SUBJECT TO CHANGE DURING FINAL DESIGN.

**ABBREVIATIONS**

AC	ACRES
EX	EXISTING
OH	OVERHEAD
R/W	RIGHT OF WAY
SD	STORM DRAIN
SS	SANITARY SEWER
W	WATER

**NOTES**

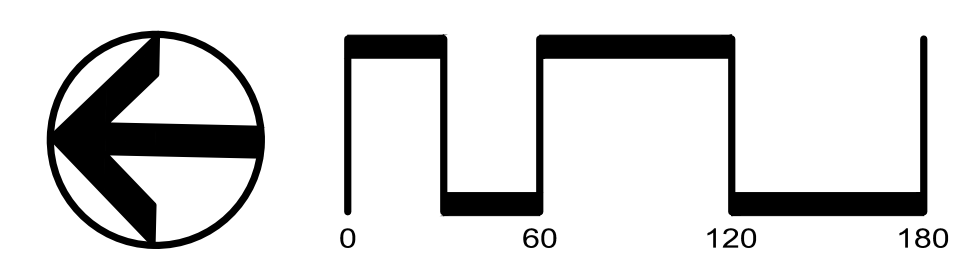
- EXISTING TREE ON SITE TO BE REMOVED:  
SPECIES: SCHINUS MOLLE CALIFORNIA PEPPER  
DIAMETER: 45"  
HEIGHT: 28'  
CANOPY WIDTH: 42'

**LEGEND**

	PROJECT BOUNDARY LINE
	RIGHT OF WAY LINE
	FEMA ZONE BOUNDARY

**EXISTING CONDITIONS PLAN  
DEVELOPMENT PLAN  
APPLICATION**  
**BUCHANAN AIRPORT - SALLY RIDE DRIVE**

CONCORD CONTRA COSTA COUNTY CALIFORNIA  
SCALE: 1" = 80' DATE: JUNE 2021



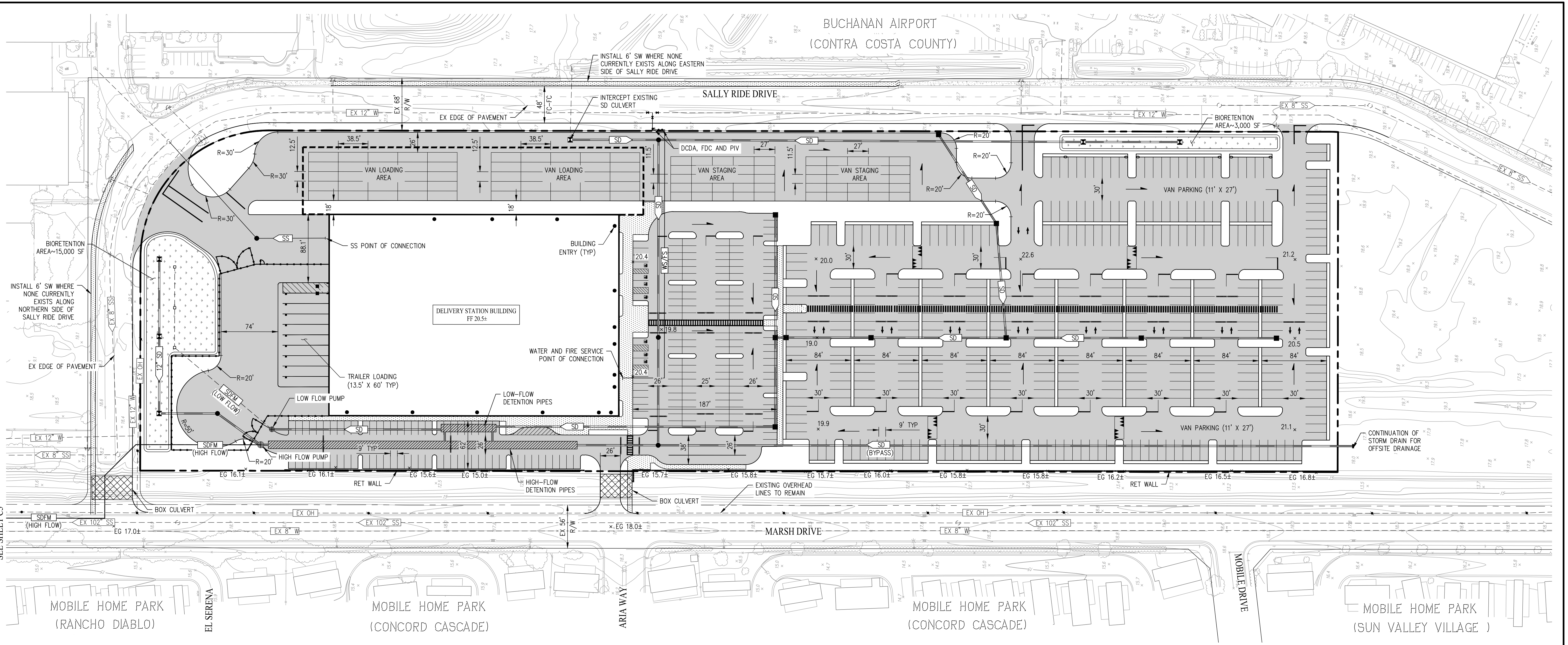
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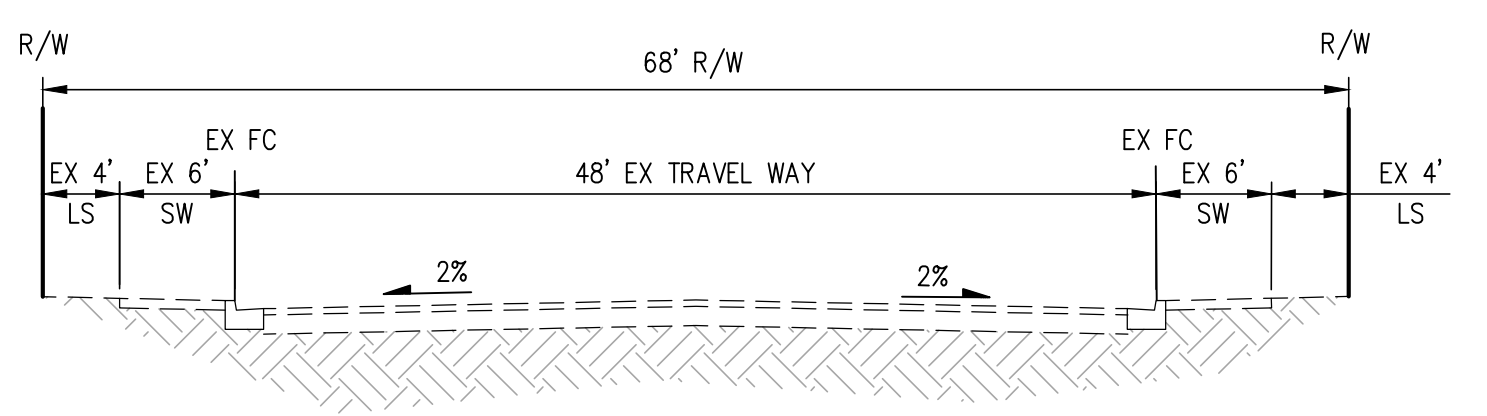
SHEET NO.  
**C1**  
OF 3 SHEETS

JOB NO.: 3263-000

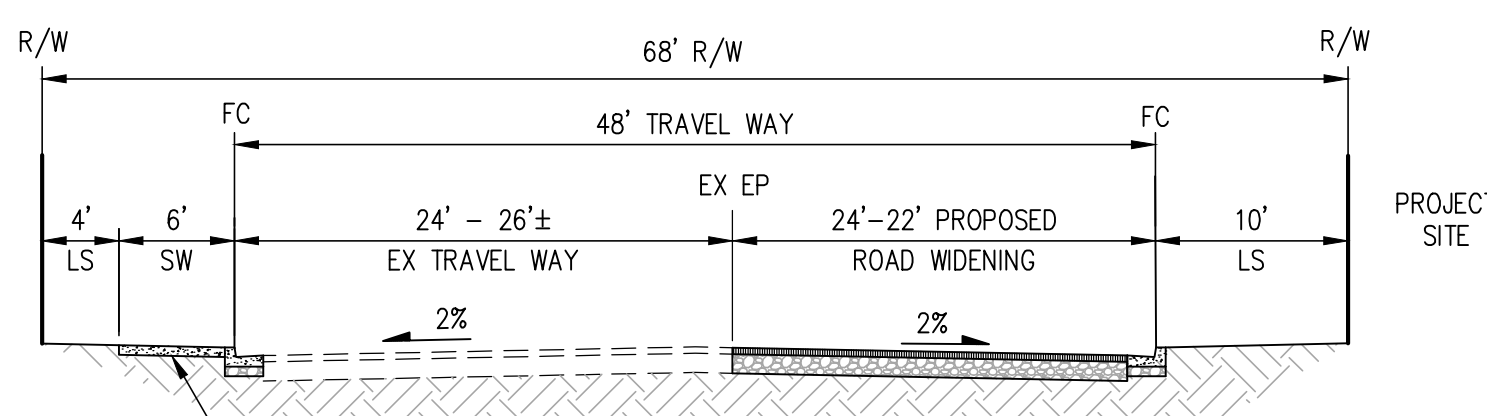




SEE SHEET C3



EXISTING SALLY RIDE DRIVE (SOUTH)  
(NOT TO SCALE)



SALLY RIDE DRIVE (NORTH & EAST)  
(NOT TO SCALE)

**ABBREVIATIONS**

AC	ACRES
DCDA	DOUBLE CHECK DETECTOR ASSEMBLY
EG	EXISTING GRADE
EX	EXISTING
FC	FACE OF CURB
FDC	FIRE DEPARTMENT CONNECTION
FS	FIRE SERVICE
OH	OVERHEAD
PIV	POST INDICATOR VALVE
R	RADIUS
RET	RETAINING
R/W	RIGHT OF WAY
SD	STORM DRAIN
SF	SQUARE FEET
SS	SANITARY SEWER
TYP	TYPICAL
WS	WATER SERVICE

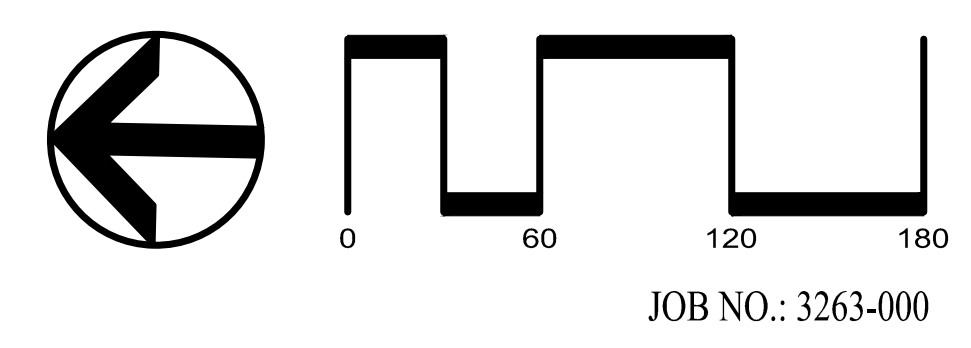
**LEGEND**

	PROJECT BOUNDARY LINE
	RIGHT OF WAY LINE
	STORM DRAIN FLOW DIRECTION
	STORM DRAIN FORCE MAIN
	SANITARY SEWER LINE
	WATER AND FIRE SERVICE LINE

**PARKING NOTE:**  
SEE ARCHITECTURAL SITE PLAN FOR ANALYSIS OF PROVIDED PARKING SPACES.

**PRELIMINARY SITE PLAN  
DEVELOPMENT PLAN  
APPLICATION  
BUCHANAN AIRPORT - SALLY RIDE DRIVE**

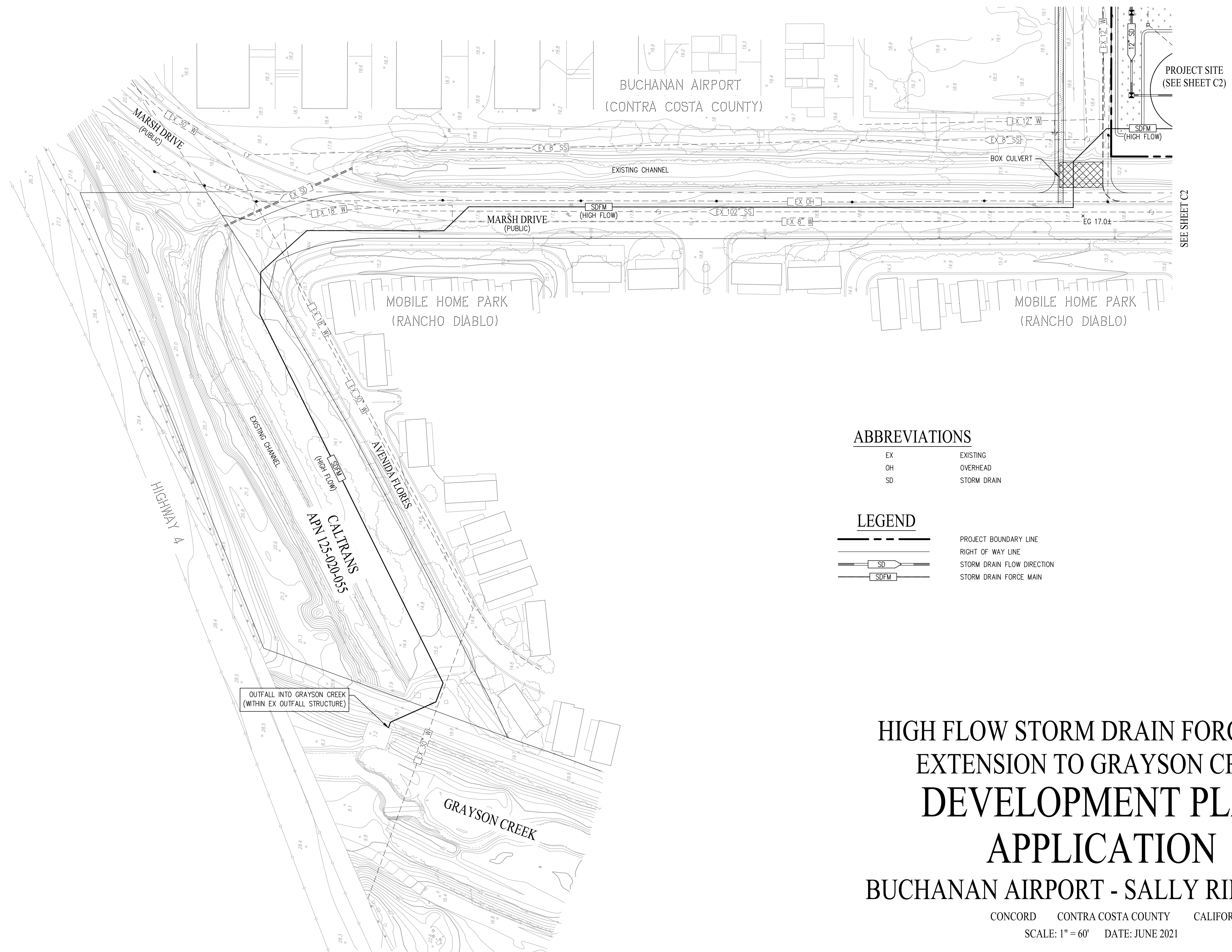
CONCORD CONTRA COSTA COUNTY CALIFORNIA  
SCALE: 1" = 60' DATE: JUNE 2021



SAN RAMON • (925) 866-0322  
ROSEVILLE • (916) 788-4456  
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CIVIL ENGINEERS • SURVEYORS • PLANNERS

SHEET NO.  
**C2**  
OF 3 SHEETS

JOB NO.: 3263-000



**ABBREVIATIONS**

EX	EXISTING
OH	OVERHEAD
SD	STORM DRAIN

**LEGEND**

	PROJECT BOUNDARY LINE
	RIGHT OF WAY LINE
	STORM DRAIN FLOW DIRECTION
	STORM DRAIN FORCE MAIN

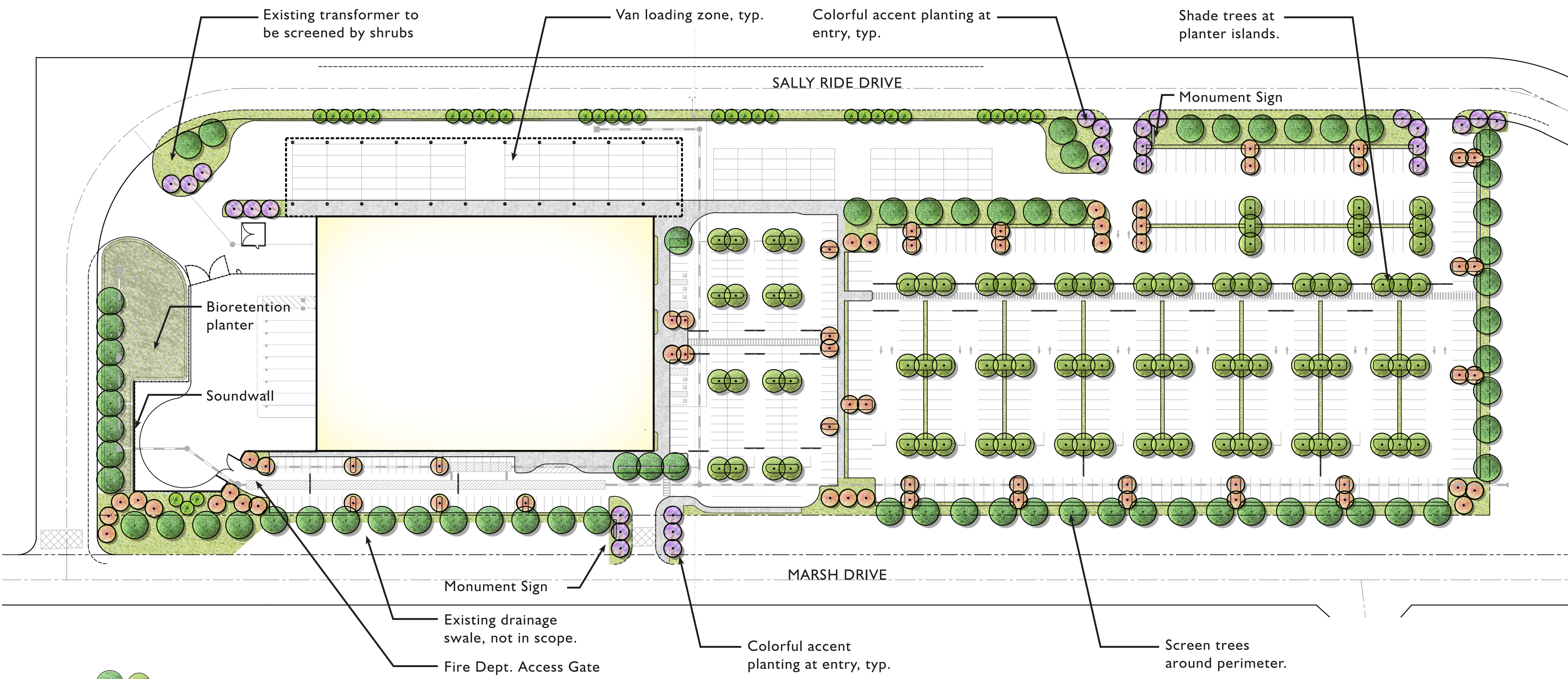
**HIGH FLOW STORM DRAIN FORCE MAIN  
 EXTENSION TO GRAYSON CREEK  
 DEVELOPMENT PLAN  
 APPLICATION**  
**BUCHANAN AIRPORT - SALLY RIDE DRIVE**



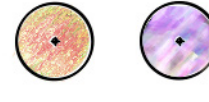


CONCORD CONTRA COSTA COUNTY CALIFORNIA  
 SCALE: 1" = 60' DATE: JUNE 2021

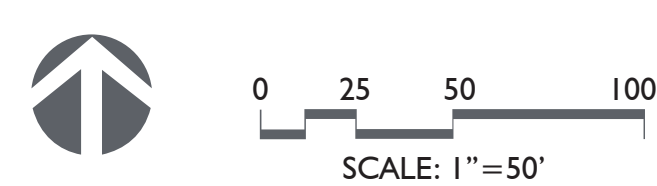
			SAN RAMON • (925) 866-0322 ROSEVILLE • (916) 788-4456 WWW.CBANDG.COM	SHEET NO. <b>C3</b> OF 3 SHEETS
CIVIL ENGINEERS • SURVEYORS • PLANNERS				

JOB NO.: 3263-000





-   Shade and Screen Trees
-   Accent Trees
-  Columnar Trees





**COLUMNAR TREES**



*Carpinus betulus fastigiata*  
Hornbeam



*Podocarpus macrophyllus*  
Yew Podocarpus

**ACCENT TREES**



*Prunus cerasifera 'Krauter Vasuvius'*  
Purple Leaf Plum



*Lagerstroemia i. 'Tuscarora'*  
Crape Myrtle

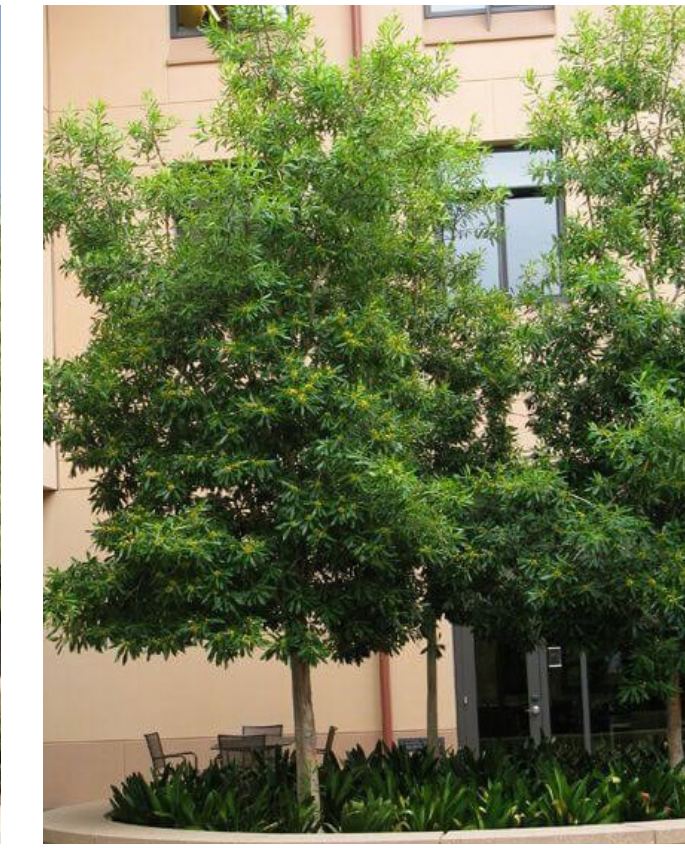
**SHADE AND SCREEN TREES**



*Zelkova serrata 'City Sprite'*  
Compact Sawleaf Zelkova



*Geijera parviflora*  
Australian Willow Tree



*Tristania laurina 'Elegant'*  
Elegant Water Gum

**SHRUBS & GROUNDCOVERS**



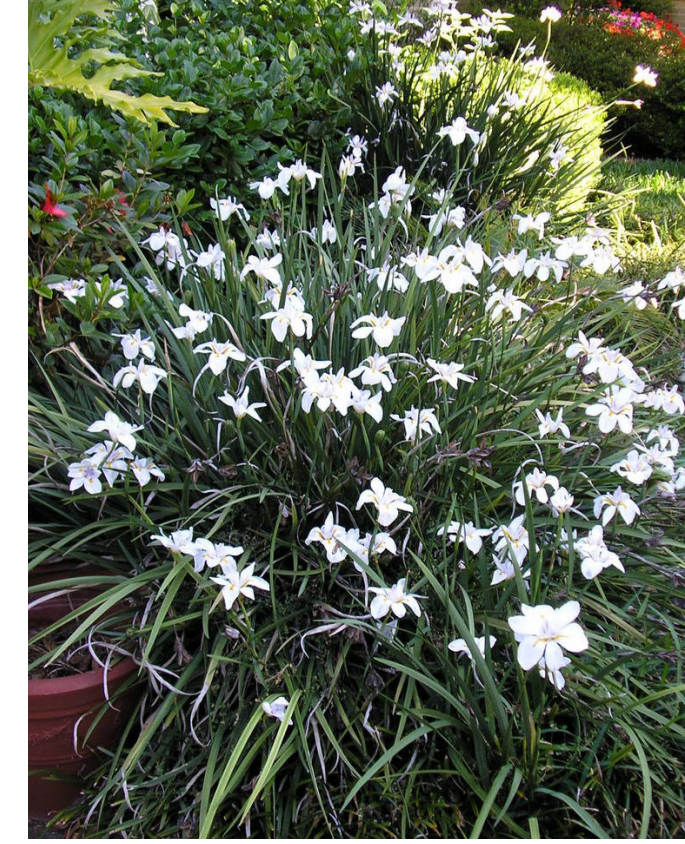
*Carex divulsa*  
Berkeley Sedge



*Lomandra longifolia 'Roma13'*  
Platinum Beauty Lomandra



*Deschampsia cespitosa var. vivipara*  
Tufted Hair Grass



*Dietses iridioides*  
African Iris



*Arctostaphylos 'Emerald Carpet'*  
Carpet Manzanita



*Ceanothus gloriosus*  
Point Reyes Ceanothus



*Panicum virgatum*  
Switch Grass



*Phormium 'Yellow Wave'*  
New Zealand Flax



*Callistemon viminalis 'Little John'*  
Little John Bottlebrush



*Senecio Serpens*  
Blue Chalksticks



*Salvia microphylla 'Hot Lips'*  
Hot Lips Sage



*Salvia x sylvestris 'Blue Hill'*  
Blue Hill Meadow Sage

**Bio-Retention Plants per Contra Costa County Approved C3 List**



*Leymus 'Canyon Prince'*  
Canyon Prince Wild Rye



*Chondropetalum tectorum*  
Small Cape Rush

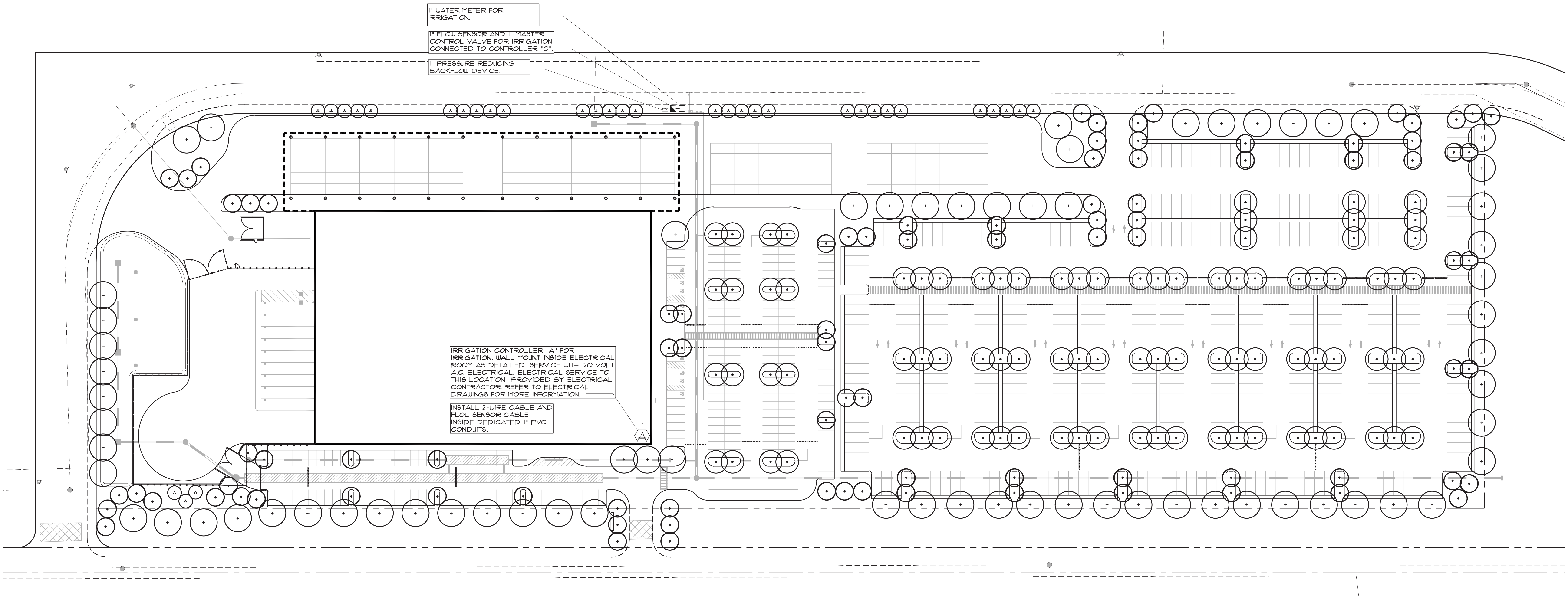


*Muhlenbergia rigens*  
Deergrass



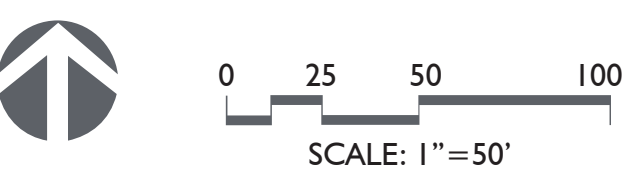
*Arctostaphylos 'Howard McMinn'*  
Manzanita





### WATER CONSERVATION STATEMENT

1. THE PLANT LIST IS PRELIMINARY IN NATURE. SPECIES SHALL BE ADDED AND SUBTRACTED TO FULFILL THE DESIGN AND HORTICULTURAL REQUIREMENTS AS NECESSARY.
2. THE IRRIGATION SYSTEM SHALL BE DESIGNED WITH WATER CONSERVATION IN MIND WHILE ACHIEVING THE GOAL OF EFFECTIVELY AND EFFICIENTLY PROVIDING THE LANDSCAPE WITH WATER BY MEANS OF SPRAY IRRIGATION TO THE SHRUBS/GROUNDCOVER AREAS AND BUBBLERS TO THE TREES.
3. THE SPRAY SYSTEM SHALL BE TORO SPRAY HEADS WITH PRESSURE COMPENSATING NOZZLES IN A HEAD TO HEAD LAYOUT TO ACHIEVE AN EVEN LEVEL OF PRECIPITATION THROUGHOUT THE IRRIGATION SYSTEM.
4. A STATE-OF-THE-ART IRRIGATION CONTROLLER SHALL BE SPECIFIED FOR THIS PROJECT TO CONTROL THE WATER ALLOCATED TO EACH VALVE GROUPED PER INDIVIDUAL HYDROZONE (BASED ON PLANT TYPE AND EXPOSURE).







**KEYNOTES**

**1** TO BE PAINTED  
SHERWIN WILLIAMS  
SW 7063 NEBULOUS WHITE

**2** TO BE PAINTED  
SHERWIN WILLIAMS  
SW 7066 GRAY MATTERS

**3** TO MATCH PANTONE 2995C

**4** ANODIZED ALUMINUM  
STOREFRONT SYSTEM

**5** STANDARD BRIGHT WHITE

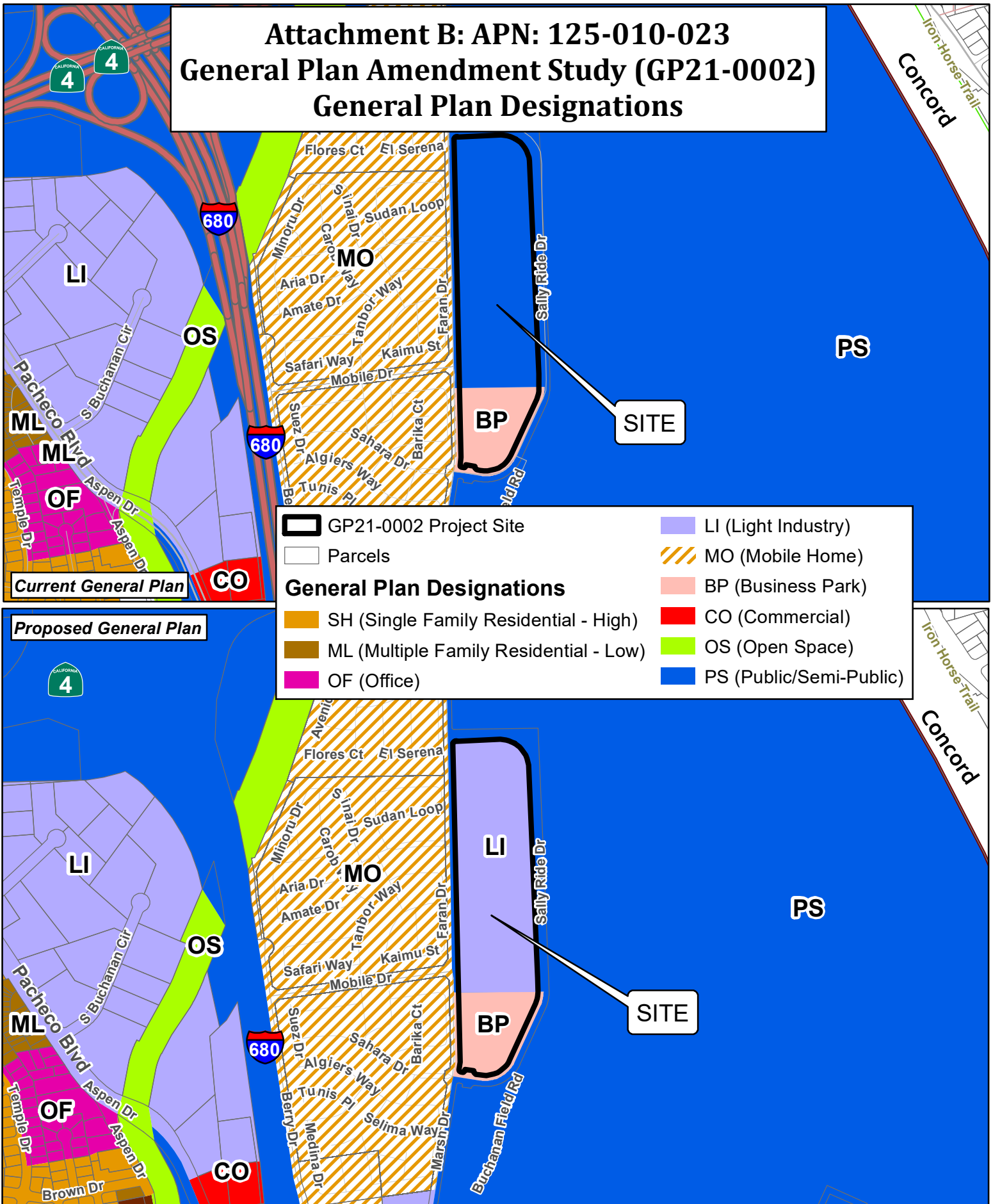
This conceptual design is based upon a preliminary review of entitlement requirements and on unverified and possibly incomplete site and/or building information, and is intended merely to assist in exploring how the project might be developed. Signage shown is for illustrative purposes only and does not necessarily reflect municipal code compliance. All colors shown are for representative purposes only. Refer to material samples for actual color verification.

CORNER SHOT

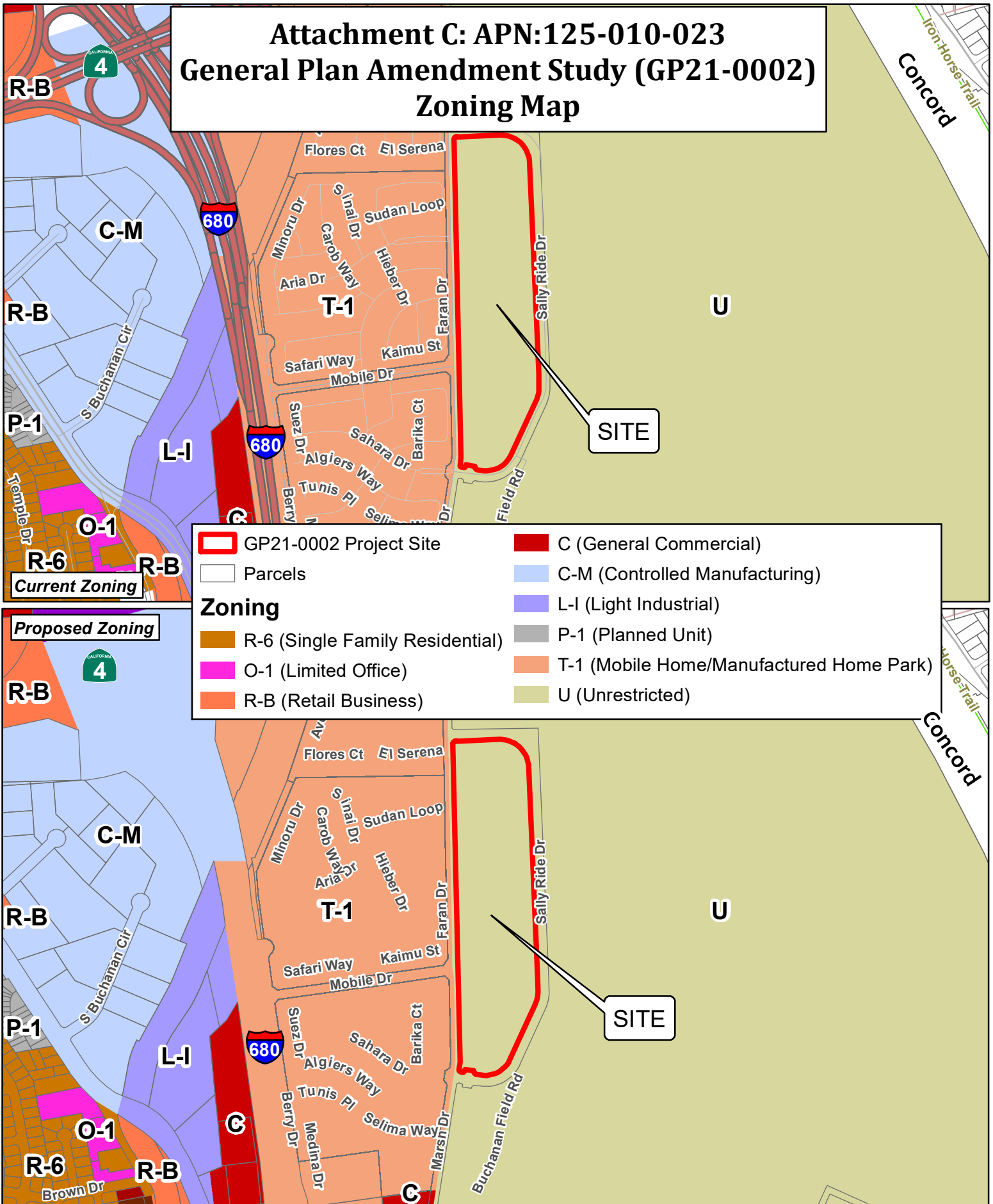
**WARE MALCOMB**



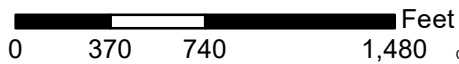
# Attachment B: APN: 125-010-023 General Plan Amendment Study (GP21-0002) General Plan Designations



# Attachment C: APN:125-010-023 General Plan Amendment Study (GP21-0002) Zoning Map



GP21-0002 Project Site	C (General Commercial)
Parcels	C-M (Controlled Manufacturing)
<b>Zoning</b>	L-I (Light Industrial)
R-6 (Single Family Residential)	P-1 (Planned Unit)
O-1 (Limited Office)	T-1 (Mobile Home/Manufactured Home Park)
R-B (Retail Business)	U (Unrestricted)



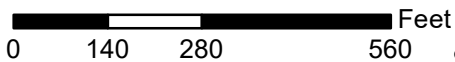
Map Created 7/15/2021  
by Contra Costa County Department of  
Conservation and Development, GIS Group  
30 Muir Road, Martinez, CA 94553  
37:59:41.791N 122:07:03.756W

This map was created by the Contra Costa County Department of Conservation and Development with data from the Contra Costa County GIS Program. Some base data, primarily City Limits, is derived from the CA State Board of Equalization's tax rate areas. While obligated to use this data the County assumes no responsibility for its accuracy. This map contains copyrighted information and may not be altered. It may be reproduced in its current state if the source is cited. Users of this map agree to read and accept the County of Contra Costa disclaimer of liability for geographic information.





# Attachment D: APN: 008-200-010 General Plan Amendment Study (GP21-0002) Aerial Photograph



Map Created 7/16/2021  
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

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**Contra  
Costa  
County**

To: Board of Supervisors  
From: Kathy Gallagher, Employment & Human Services Director  
Date: August 10, 2021

Subject: Operations Update of the Employment and Human Services Department, Community Services Bureau

---

**RECOMMENDATION(S):**

ACCEPT the June 2021 update of the operations of the Employment and Human Services Department, Community Services Bureau as recommended by the Employment and Human Services Director.

**FISCAL IMPACT:**

There is no fiscal impact.

**BACKGROUND:**

The Employment and Human Services Department submits a monthly report to the Contra Costa County Board of Supervisors (BOS) to ensure ongoing communication and updates to the County Administrator and BOS regarding any and all issues pertaining to the Head Start Program and Community Services Bureau.

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **08/10/2021**  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: August 10, 2021

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

By: Stacey M. Boyd, Deputy

Contact: Elaine Burres  
608-4960

cc:

## ATTACHMENTS

CSB June 2021 CAO Report

CSB June 2021 HS Financials

CSB June 2021 EHS Financial

CSB June 2021 EHS-CCP Financial Report

CSB June 2021 Credit Card

CSB June 2021 LIHEAP

CSB June 2021 CACFP Child Nutrition  
Report

CSB June 2021 Menu





To: Monica Nino, Contra Costa County Administrator  
From: Kathy Gallagher, EHSD Director  
Subject: Community Services Monthly Report  
Date: June 2021

---

### News /Accomplishments

- The new Executive Director of the Community Services Bureau (CSB), Aaron Alarcon-Bowen, went on his first of many site visits on Wednesday, June 9, 2021, to George Miller Concord. All of the staff were delighted to meet Aaron and were excited to show off their classrooms and the great work they do with children. Aaron was welcomed with banners and a custom made GMC t-shirt! During the month of June, Aaron visited 6 centers: 7 more go! We are looking forward to future site visits!
- The Economic Opportunity Council met the week of June 21, 2021 to create an overarching statement to drive their work over the next two years, which is as follows, *"The Economic Opportunity Council declares that the top factors in order to lessen the effects of poverty and foster the health and well-being of all individuals in Contra Costa County are (1) Affordable Housing & Shelter, (2) Food & Nutrition, (3) Mental Health Access and (4) Employment & Job Training leading to skilled-based, livable wage jobs. In addressing these top factors that have been compounded by the pandemic, we recognize that there are overarching systemic issues to meaningful access, namely service capacity limitations, delays in timely service response times, difficulties linking to appropriate, culturally competent services and service integration. Health and well-being refers to the recognition of poverty as a public health issue and that the health and well-being of all residents is an overarching concern as it relates to all priority areas"*.
- The Comprehensive Services team was recognized by the California Early Learning and Care Division in their Year End Celebration recognizing the heroes of early childcare; they were honored in a statewide celebration along with many other childcare partners.
- CSB's partnership with the Early Childhood Mental Health Program has been renewed for a second year, they will continue to provide MH services to CSB Countywide through a contract with Behavioral Health Services.
- Several staff attended the Virtual NHSA Leadership Education and Development Summit (LEADS) on June 22-24, 2021. The intent of the conference was to gain skills to lead with confidence as we emerge from the devastating effects of the pandemic. Inspiring words were shared by Yasmina Vinci, Executive Director of the National Head Start Association (NHSA) and Dr. Burgeron, former Director of the Office of Head Start.
- CSB is proud to congratulate Afi Fiaxe and Jennifer Kirby, Education Managers, for their participation and completion of the Program for Infant Toddler Care (PITC) training. Both are now certified trainers for PITC modules 1-4! PITC is a commitment to care for infants and toddlers in a manner that respects the diverse cultures, lifestyles, preferences, abilities, learning styles, and needs of the children and families served. PITC is responsive to what the infants and toddlers and their families bring to care and emphasizes relationship-based implementation strategies. We are excited for Afi and

  
1470 Civic Court,  
Suite 200  
Concord, CA  
94520

  
P: 925 681 6300  
F: 925 313 8301

  
[www.cccounty.us/ehsd](http://www.cccounty.us/ehsd)



Jennifer to bring the knowledge and strategies learned back to the classroom to support our Infant/Toddler teaching staff.

- Three Teacher Assistant Trainees (TAT), who all currently work at our George Miller III location, have completed 12 units and therefore have completed our work study program through the apprenticeship track with Contra Costa College! This is such an accomplishment, and they completed their courses in a pandemic no less! We look forward to these staff applying for permanent Associate Teacher positions! Congratulations!
- The Community Services Bureau, in conjunction with EHSD's Fiscal Unit, is preparing to receive funds as part of the American Rescue Plan Act (ARPA). These funds will benefit our 13 Head Start and Early Head Start centers, all of our childcare partner agencies as well as our community action efforts. We are thrilled to see the positive impact that these funds will have on our children and families!

**I. Status Updates:**

**a. Caseloads, workload (all programs)**

- o Head Start enrollment: 64.1%
- o Early Head Start enrollment: 88.8%
- o Early Head Start Child Care Partnership enrollment: 83%
- o Head Start Average Daily attendance: 79.6%
- o Early Head Start Average Daily attendance: 85.1%
- o Early Head Start Child Care Partnership attendance: 82.8%
- o Stage 2: 377 children
- o CAPP: 346 children
  - In total: 723 children
  - Incoming transfers from Stage 1: 12 children
- o LIHEAP: 114 households have been assisted
- o CARES LIHEAP: 86 households served
- o Weatherization: 7 households served

**b. Staffing:**

- o During the month of June, CSB hired an Executive Director, Departmental Fiscal Officer, two Accountant IIIs, an Administrative Assistant, Teacher Assistant Trainee and an Associate Teacher-sub. The Bureau also processed temporary upgrades and extensions. For all other vacancies, the Bureau is working through the established process to fill vacancies permanently or by TU with support from EHSD Personnel and HR.

**c. Union:**

- o There are no union issues to report

cc: Policy Council Chair, Jasmine Cisneros  
Administration for Children and Families  
Program Specialist, Chris Pflaumer

**II. Emerging Issues and Hot Topics:**

- There are no emerging issues and hot topics to report.

cc: Policy Council Chair, Jasmine Cisneros  
Administration for Children and Families  
Program Specialist, Chris Pflaumer

**CONTRA COSTA COUNTY - COMMUNITY SERVICES BUREAU**

**2021 HEAD START PROGRAM**

**BUDGET PERIOD JANUARY - DECEMBER 2021**

**AS OF MAY 2021**

<b>DESCRIPTION</b>	<b>MAY YTD Actual</b>	<b>Total Budget</b>	<b>Remaining Budget</b>	<b>42% %YTD</b>
a. PERSONNEL	\$ 1,596,728	\$ 4,147,590	\$ 2,550,862	38%
b. FRINGE BENEFITS	1,058,605	2,834,447	1,775,842	37%
c. TRAVEL	-	22,060	22,060	0%
d. EQUIPMENT	12,552	30,000	17,448	0%
e. SUPPLIES	66,142	213,000	146,858	31%
f. CONTRACTUAL	1,019,138	4,027,919	3,008,781	25%
g. CONSTRUCTION	-	-	-	0%
h. OTHER	425,596	5,545,028	5,119,432	8%
<b>I. TOTAL DIRECT CHARGES</b>	<b>\$ 4,178,761</b>	<b>\$ 16,820,044</b>	<b>\$ 12,641,283</b>	<b>25%</b>
j. INDIRECT COSTS	160,548	788,042	627,494	20%
<b>k. TOTAL-ALL BUDGET CATEGORIES</b>	<b>\$ 4,339,309</b>	<b>\$ 17,608,086</b>	<b>\$ 13,268,777</b>	<b>25%</b>
<i>In-Kind (Non-Federal Share)</i>	<i>\$ 1,084,827</i>	<i>\$ 4,402,022</i>	<i>\$ 3,317,194</i>	<i>25%</i>

**CONTRA COSTA COUNTY - COMMUNITY SERVICES BUREAU**

**2021 HEAD START PROGRAM**

**BUDGET PERIOD JANUARY - DECEMBER 2021**

**AS OF MAY 2021**

1	2	3	4	5	6
	Actual May-21	Total YTD Actual	Total Budget	Remaining Budget	42% % YTD
<b>a. Salaries &amp; Wages (Object Class 6a)</b>					
Permanent 1011	303,425	1,522,551	3,885,308	2,362,757	39%
Temporary 1013	14,784	74,177	262,282	188,105	28%
<b>a. PERSONNEL (Object class 6a)</b>	<b>318,208</b>	<b>1,596,728</b>	<b>4,147,590</b>	<b>2,550,862</b>	<b>38%</b>
<b>b. FRINGE BENEFITS (Object Class 6b)</b>					
Fringe Benefits	222,622	1,058,605	2,834,447	1,775,842	37%
<b>b. FRINGE (Object Class 6b)</b>	<b>222,622</b>	<b>1,058,605</b>	<b>2,834,447</b>	<b>1,775,842</b>	<b>37%</b>
<b>c. Travel (Object Class 6c)</b>					
HS Staff	-	-	22,060	22,060	-
<b>c. TRAVEL (Object Class 6c)</b>	<b>-</b>	<b>-</b>	<b>22,060</b>	<b>22,060</b>	<b>-</b>
<b>d. EQUIPMENT (Object Class 6d)</b>					
2. Classroom/Outdoor/Home-based/FCC	-	-	15,000	15,000	-
4. Other Equipment	-	12,552	15,000	2,448	12,552
<b>d. EQUIPMENT (Object Class 6d)</b>	<b>-</b>	<b>12,552</b>	<b>30,000</b>	<b>17,448</b>	<b>12,552</b>
<b>e. SUPPLIES (Object Class 6e)</b>					
1. Office Supplies	8,141	28,230	55,000	26,770	51%
2. Child and Family Services Supplies (Includesclassroom Supplies)	7,501	27,892	80,000	52,108	35%
4. Other Supplies					
Health and Safety Supplies	-	-	1,000	1,000	0%
Computer Supplies, Software Upgrades, Computer Replacement	13,276	9,988	60,000	50,012	17%
Health/Safety Supplies	-	-	2,500	2,500	0%
Mental helath/Diasabilities Supplies	-	-	500	500	-
Miscellaneous Supplies	3	3	9,500	9,497	0%
Emergency Supplies	-	-	500	500	0%
Employee Morale	-	28	3,000	2,972	1%
Household Supplies	-	-	1,000	1,000	0%
<b>TOTAL SUPPLIES (6e)</b>	<b>28,921</b>	<b>66,142</b>	<b>213,000</b>	<b>146,858</b>	<b>31%</b>
<b>f. CONTRACTUAL (Object Class 6f)</b>					
1. Adm Svcs (e.g., Legal, Accounting, Temporary Contracts)	4,472	10,941	115,000	104,059	10%
2. Health/Disabilities Services					
Health Consultant	5,120	23,040	53,000	29,960	43%
5. Training & Technical Assistance - PA11					
One Solution	-	5,530	15,000	9,470	37%
Diane Godard	272	8,102	8,500	398	95%
Josephine Lee	1,144	2,321	4,600	2,279	50%
St John Maria/Nalo Ayannakai/Tandem/McClendon	4,790	5,405	16,500	11,095	33%
7. Delegate Agency Costs					
First Baptist Church Head Start PA22	-	530,321	2,285,865	1,755,544	23%
First Baptist Church Head Start PA20	-	-	8,000	8,000	0%
8. Other Contracts					
First Baptist/Fairgrounds Wrap (20 slots x 243days x \$15.27)	26,968	100,919	436,403	335,484	23%
First Baptist/Fairgrounds Enhance (68 slots x 12 x \$225)	7,973	32,016	136,843	104,827	23%
FB-E. Leland/Mercy Housing Partnership	-	-	-	-	-
Martinez ECC (40 slots x 12 mos. x \$225)	16,590	51,360	159,080	107,720	32%
Tiny Toes	5,562	16,686	86,744	70,058	19%
YMCA of the East Bay	114,432	232,496	702,384	469,888	33%
<b>f. CONTRACTUAL (Object Class 6f)</b>	<b>187,323</b>	<b>1,019,138</b>	<b>4,027,919</b>	<b>3,008,781</b>	<b>25%</b>
<b>h. OTHER (Object Class 6h)</b>					
2. Bldg Occupancy Costs/Rents & Leases	32,173	98,061	535,000	436,939	18%
(Rents & Leases/Other Income)	-	8,369	-	(8,369)	-
4. Utilities, Telephone	25,043	65,955	218,000	152,045	30%
5. Building and Child Liability Insurance	-	2,312	4,100	1,789	56%
6. Bldg. Maintenance/Repair and Other Occupancy	15,129	71,612	267,000	195,388	27%
8. Local Travel (55.5 cents per mile effective 1/1/2012)	60	643	25,875	25,232	2%
9. Nutrition Services					
Child Nutrition Costs	28,079	14,136	280,000	265,864	5%
(CCFP & USDA Reimbursements)	-	(14,562)	(107,000)	(92,438)	14%
13. Parent Services					
Parent Conference Registration - PA11	-	-	3,000	3,000	0%
Parent Resources (Parenting Books, Videos, etc.) - PA11	-	-	500	500	0%
PC Orientation, Trainings, Materials & Translation - PA11	-	-	5,000	5,000	0%
Policy Council Activities	-	-	2,000	2,000	0%
Male Involvement Activities	-	-	500	500	0%
Parent Activities (Sites, PC, BOS luncheon) & Appreciation	-	-	10,300	10,300	0%
Child Care/Mileage Reimbursement	-	-	5,500	5,500	0%
14. Accounting & Legal Services					
Auditor Controllers	-	1,218	3,100	1,882	39%
Data Processing/Other Services & Supplies	1,643	6,571	16,500	9,929	40%
15. Publications/Advertising/Printing					
Outreach/Printing	-	-	1,500	1,500	0%
Recruitment Advertising (Newspaper, Brochures)	-	5,833	6,000	167	97%
16. Training or Staff Development					
Agency Memberships (WIPFLI, Meeting Fees, NHSA, NAEYC, etc.)	(1,775)	7,113	8,000	887	89%
Staff Trainings/Dev. Conf. Registrations/Memberships - PA11	13,757	67,749	106,184	38,435	64%
17. Other					
Site Security Guards	452	1,002	6,000	4,998	17%
Dental/Medical Services	-	-	1,000	1,000	0%
Vehicle Operating/Maintenance & Repair	7,770	47,444	103,600	56,156	46%
Equipment Maintenance Repair & Rental	8,862	14,455	63,500	49,045	23%
Dept. of Health and Human Services-data Base (CORD)	-	3,333	10,000	6,667	33%
Other Operating Expenses (Facs Admin/Other admin)	24,351	24,351	780,169	755,818	3%
Other Departmental Expenses	-	-	3,189,700	3,189,700	0%
<b>h. OTHER (6h)</b>	<b>155,544</b>	<b>425,596</b>	<b>5,545,028</b>	<b>5,119,432</b>	<b>8%</b>
<b>i. TOTAL DIRECT CHARGES (6a-6h)</b>	<b>912,618</b>	<b>4,178,761</b>	<b>16,820,044</b>	<b>12,641,283</b>	<b>25%</b>
<b>j. INDIRECT COSTS</b>	<b>293,384</b>	<b>160,548</b>	<b>788,042</b>	<b>627,494</b>	<b>20%</b>
<b>k. TOTALS (ALL BUDGET CATEGORIES)</b>	<b>1,206,002</b>	<b>4,339,309</b>	<b>17,608,086</b>	<b>13,268,777</b>	<b>25%</b>
<b>Non-Federal Share (In-kind)</b>	<b>301,500</b>	<b>1,084,827</b>	<b>4,402,022</b>	<b>3,317,194</b>	<b>25%</b>

CONTRA COSTA COUNTY - EHSD COMMUNITY SERVICES BUREAU

EARLY HEAD START - CHILDCARE PARTNERSHIP PROGRAM

BUDGET PERIOD: SEPTEMBER 01, 2020 THROUGH AUGUST 31, 2021

AS OF MAY 2021

DESCRIPTION	MAY	Original	Remaining	75%
	YTD Actual	Budget Sep 20-Aug 21	Budget Jun-Aug 21	Budget % YTD
a. PERSONNEL	764,378	1,044,684	280,306	73%
b. FRINGE BENEFITS	482,504	676,672	194,168	71%
c. TRAVEL	-	7,000	7,000	0%
d. EQUIPMENT	-	-	-	0%
e. SUPPLIES	27,798	27,000	(798)	103%
f. CONTRACTUAL	624,947	1,181,455	556,508	53%
g. CONSTRUCTION	-	-	-	0%
h. OTHER	1,201,080	1,918,123	717,043	63%
<b>I. TOTAL DIRECT CHARGES</b>	<b>3,100,707</b>	<b>4,854,934</b>	<b>1,754,227</b>	<b>64%</b>
j. INDIRECT COSTS	178,416	175,440	(2,976)	102%
<b>k. TOTAL-ALL BUDGET CATEGORIES</b>	<b>3,279,123</b>	<b>5,030,374</b>	<b>1,751,251</b>	<b>65%</b>

Note: Administration for Children and Families (ACF)



**CONTRA COSTA COUNTY - EBSD COMMUNITY SERVICES BUREAU**  
**EARLY HEAD START - CHILDCARE PARTNERSHIP PROGRAM**  
**BUDGET PERIOD: SEPTEMBER 01, 2020 THROUGH AUGUST 31, 2021**  
**AS OF MAY 2021**

1	2	3	4	5	6
	Actual May 21	Total YTD Actual	Total Budget	Remaining Budget	75% YTD Percentage
<b>Expenditures</b>					
<b>a. PERSONNEL (Object Class 6a)</b>					
Permanent	62,086.50	758,549	917,589	159,040	83%
Temporary	170.17	5,830	127,095	121,265	5%
<b>TOTAL PERSONNEL (Object Class 6a)</b>	<b>62,256.67</b>	<b>764,378</b>	<b>1,044,684</b>	<b>280,306</b>	<b>73%</b>
<b>b. FRINGE BENEFITS (Object Class 6b)</b>					
Fringe Benefits	38,250.79	482,504	676,672	194,168	71%
<b>TOTAL FRINGE BENEFITS (Object Class 6b)</b>	<b>38,250.79</b>	<b>482,504</b>	<b>676,672</b>	<b>194,168</b>	<b>71%</b>
<b>c. TRAVEL (Object Class 6c)</b>					
1. Staff Out-Of-Town Travel (Training and Technical Assistance)	-	-	7,000	7,000	0%
<b>TOTAL TRAVEL (Object Class 6c)</b>	<b>-</b>	<b>-</b>	<b>7,000</b>	<b>7,000</b>	<b>0%</b>
<b>e. SUPPLIES (Object Class 6e)</b>					
1. Office Supplies	169.29	2,284	4,500	2,216	51%
2. Child and Family Services Supplies	7,423.14	22,267	18,000	(4,267)	124%
3. Other Supplies					
Computer Supplies, Software Upgrades, Replacemens, etc.	-	-	500	500	0%
Miscellaneous Supplies	-	613	3,000	2,387	20%
Household Supplies	1,695.00	2,633	1,000	(1,633)	263%
<b>TOTAL SUPPLIES (Object Class 6e)</b>	<b>9,287.43</b>	<b>27,798</b>	<b>27,000</b>	<b>(798)</b>	<b>103%</b>
<b>f. CONTRACTUAL (Object Class 6f)</b>					
1. Adm Svcs (e.g., Legal, Accounting, Temp Help)	-	2,193	3,000	807	73%
2. Training and Technical Assistance					
Tandem (Training and Technical Assistance)	-	21,021	21,000	(21)	100%
Josephine Lee (Training and Technical Assistance)	1,212.50	3,938	19,400	15,463	20%
Crystal McClendon [Consultation Services] (Training and Technical Assistance)	-	-	8,000	8,000	0%
Susan Rogers FDC Classes] (Training_and_Technical_Assistance)	-	4,560	8,000	3,440	57%
Ayannakai Inao [reflective supervision workshops] (Training and Technical Ass	615.00	6,199	8,000	1,802	77%
Maria St. John [reflective supervision consultation] (Training and Technical Ass	2,212.50	4,431	8,000	3,569	55%
Robert Huffman [Leadership Workshops] (Training and Technical Assistance)	-	-	8,000	8,000	0%
3. Other Contracts					
Childcare Services: Aspiranet [15 slots @ \$515 for 12 months]	7,725.00	61,800	92,718	30,918	67%
Childcare Services: COCOKids [52 slots @ \$515 for 12 months]	26,780.00	187,460	321,422	133,962	58%
Childcare Services: COCOKids [Loss of Subsidy]	-	-	3,000	3,000	0%
Childcare Services: COCOKids [Diapers, Formula, Wipes, etc.]	3,736.21	6,184	18,260	12,076	34%
Childcare Services: COCOKids [Emergency Health/Safety Repairs]	-	-	10,000	10,000	0%
Childcare Services: COCOKids [Professional Development] (Training and Tech	-	-	10,000	10,000	0%
Childcare Services: First Baptist Church [24 slots @ \$515 for 12 months]	5,150.00	44,290	148,349	104,059	30%
Childcare Services: KinderCare [32 slots @ \$515 for 12 months]	24,720.00	127,205	197,798	70,593	64%
Childcare Services: TinyToes Preschool [8 slots @ \$515 for 12 months]	-	9,785	49,450	39,665	20%
Childcare Services: YMCA [32 slots @ \$630 for 12 months]	40,320.00	145,882	242,058	96,176	60%
One Solution Technology [Software License, Data Mgmt, Hosting Svcs, Const	-	-	5,000	5,000	0%
<b>TOTAL CONTRACTUAL (Object Class 6f)</b>	<b>112,471.21</b>	<b>624,947</b>	<b>1,181,455</b>	<b>556,508</b>	<b>53%</b>
<b>h. OTHER (Object Class 6h)</b>					
1. Rent	1,135.95	9,548	12,860	3,312	74%
2. Utilities/Telephone	589.27	6,906	7,600	694	91%
3. Building Maintenance/Repair and Other Occupancy	-	45,904	82,912	37,008	55%
4. Local Travel (57.5 cents per mile effective 1/1/2020)	46.48	523	2,000	1,477	26%
5. Parent Services					
Parent Activities, Policy Council, and Appreciation (Sites, PC, BOS luncheon (	-	-	1,000	1,000	0%
6. Accounting and Legal Services					
Auditor Controllers	-	-	500	500	0%
Data Processing	-	2,027	3,700	1,673	55%
7. Training or Staff Development					
Agency Memberships (WIPLI, Meeting Fees, NHSA, NAEYC, etc.) (Training a	-	2,427	2,500	73	97%
Staff Trainings/Dev. Conf. Registrations/Memberships - PA 11 (Training and T	(1,695.00)	(105)	11,361	11,466	-1%
8. Other					
Collaboration with Child Development Program	474,868.52	1,080,565	1,683,690	603,125	64%
Vehicle Operating/Maintenance & Repair	712.73	6,445	8,700	2,255	74%
Equipment Maintenance Repair and Rental	6,958.38	33,009	26,300	(6,709)	126%
Other Operating Expenses (CSD Admin, Fac Mgmt Allocation)	5,224.77	13,831	75,000	61,169	18%
<b>TOTAL OTHER (Object Class 6h)</b>	<b>487,841.10</b>	<b>1,201,080</b>	<b>1,918,123</b>	<b>717,043</b>	<b>63%</b>
<b>I. TOTAL DIRECT CHARGES (Sum of Line 6a-6h)</b>	<b>710,107</b>	<b>3,100,707</b>	<b>4,854,934</b>	<b>1,754,227</b>	<b>64%</b>
j. INDIRECT COSTS (19% of Salaries only)	82,562.16	178,416	175,440	(2,976)	102%
<b>k. TOTAL FEDERAL (ALL BUDGET CATEGORIES)</b>	<b>792,669.36</b>	<b>3,279,122</b>	<b>5,030,374</b>	<b>1,751,252</b>	<b>65%</b>

Note: Administration for Children and Families (ACF) approved the non-federal share waiver request for this budget year [Head Start Act Section 640.(b)(4)]. The non-federal share requirement is now \$0 at 0%.

**CONTRA COSTA COUNTY - EHSD COMMUNITY SERVICES BUREAU**

**EARLY HEAD START - CHILDCARE PARTNERSHIP PROGRAM**

**BUDGET PERIOD: SEPTEMBER 01, 2020 THROUGH AUGUST 31, 2021**

**AS OF MAY 2021**

DESCRIPTION	MAY	Original	Remaining	75%
	YTD Actual	Budget Sep 20-Aug 21	Budget Jun-Aug 21	Budget % YTD
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b. FRINGE BENEFITS	482,504	676,672	194,168	71%
c. TRAVEL	-	7,000	7,000	0%
d. EQUIPMENT	-	-	-	0%
e. SUPPLIES	27,798	27,000	(798)	103%
f. CONTRACTUAL	624,947	1,181,455	556,508	53%
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**CONTRA COSTA COUNTY - EBSD COMMUNITY SERVICES BUREAU**  
**EARLY HEAD START - CHILDCARE PARTNERSHIP PROGRAM**  
**BUDGET PERIOD: SEPTEMBER 01, 2020 THROUGH AUGUST 31, 2021**  
**AS OF MAY 2021**

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<b>c. TRAVEL (Object Class 6c)</b>					
1. Staff Out-Of-Town Travel (Training and Technical Assistance)	-	-	7,000	7,000	0%
<b>TOTAL TRAVEL (Object Class 6c)</b>	<b>-</b>	<b>-</b>	<b>7,000</b>	<b>7,000</b>	<b>0%</b>
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Note: Administration for Children and Families (ACF) approved the non-federal share waiver request for this budget year [Head Start Act Section 640.(b)(4)]. The non-federal share requirement is now \$0 at 0%.

**COMMUNITY SERVICES BUREAU  
SUMMARY CREDIT CARD EXPENDITURE  
May 2021**

<b>Stat. Date</b>	<b>Amount</b>	<b>Program</b>	<b>Purpose/Description</b>
05/24/21	40.61	HS Basic Grant	Office Exp
05/24/21	26.28	Indirect Admin Costs	Office Exp
05/24/21	43.50	EHS-Child Care Partnership #2	Office Exp
	<b>110.39</b>		
05/24/21	1,188.33	HS Basic Grant	Minor Furniture/Equipment
05/24/21	266.88	Indirect Admin Costs	Minor Furniture/Equipment
05/24/21	162.42	CSD Liheap PGE Assistance	Minor Furniture/Equipment
05/24/21	35.10	Operations - Stage 2	Minor Furniture/Equipment
	<b>1,652.73</b>		
05/24/21	2,900.29	Indirect Admin Costs	Minor Computer Equip
	<b>2,900.29</b>		
05/24/21	65.37	HS CARES COVID-19	Clothing & Personal Suppl
05/24/21	615.04	EHS Basis Grant	Clothing & Personal Suppl
	<b>680.41</b>		
05/24/21	857.95	HS Basic Grant	Computer Software Cost
	<b>857.95</b>		
05/24/21	900.00	HS Basic Grant	Training & Registration
05/24/21	1,124.00	Operations (CAPP)	Training & Registration
05/24/21	998.00	Head Start T & TA	Training & Registration
05/24/21	79.00	Head Start T & TA	Training & Registration
05/24/21	100.00	HS CARES COVID-19	Training & Registration
	<b>3,201.00</b>		
05/24/21	6,656.87	Comm. Svc Block Grant	Educational Supplies
05/24/21	1,679.57	HS CARES COVID-19	Educational Supplies
05/24/21	1,837.26	HS Basic Grant	Educational Supplies
05/24/21	120.00	EHS-Child Care Partnership #2	Educational Supplies
05/24/21	25.34	HS Basic Grant	Educational Supplies
	<b>10,319.04</b>		
05/24/21	(495.00)	EHS-Child Care Partnership #2	Other Special Dpmtal Exp
	<b>(495.00)</b>		
<b>Total</b>	<b>19,226.81</b>		



**CAO Monthly Report**  
**Low-Income Home Energy Assistance**  
**Community Services Block Grant**  
**Year-to-Date Expenditures**  
**As of May 31, 2021**

	BUDGET	SPENT	REMAINING BALANCE	PERCENT EXPENDED
1) CONTRACT NO. 20B-2005 / Term: Oct. 1, 2019 through Dec. 31, 2021				
2020 LIHEAP WX	1,280,226	(1,280,097)	129	100%
2020 EHA-16	1,132,577	(900,934)	231,643	80%
2020 UTILITY ASSISTANCE (UA)	2,466,877	(2,469,656)	-2,779	100%
<b>TOTAL 2020 LIHEAP CONTRACT</b>	<b>4,879,680</b>	<b>(4,650,687)</b>	<b>228,993</b>	<b>95%</b>

	BUDGET	SPENT	REMAINING BALANCE	PERCENT EXPENDED
2) CONTRACT NO. 20U-2554 / Term: Jul. 1, 2020 - Sept. 30, 2021				
2020 CARES EHA-16	387,634	(201,360)	186,274	52%
2020 CARES UTILITY ASSISTANCE (UA)	727,903	(727,903)	0	100%
<b>TOTAL 2020 LIHEAP CARES ACT CONTRACT</b>	<b>1,115,537</b>	<b>(929,263)</b>	<b>186,274</b>	<b>83%</b>

	BUDGET	SPENT	REMAINING BALANCE	PERCENT EXPENDED
3) CONTRACT NO. 21F-4007 / Term: Jan. 1, 2021 - May 31, 2022				
2021 CSBG CAA	876,852	(113,169)	763,683	13%
<b>TOTAL 2021 CSBG CONTRACT</b>	<b>876,852</b>	<b>(113,169)</b>	<b>763,683</b>	<b>13%</b>

	BUDGET	SPENT	REMAINING BALANCE	PERCENT EXPENDED
4) CONTRACT NO. 21B-5005 / Term: November 1, 2020 - June 30, 2022				
2021 EHA-16	775,546	(196,249)	579,297	25%
2021 LIHEAP WX	876,799	(367,222)	509,577	42%
2021 LIHEAP UTILITY ASSISTANCE (UA)	1,690,590	(956,100)	734,490	57%
<b>TOTAL 2021 LIHEAP CONTRACT</b>	<b>3,342,935</b>	<b>(1,519,571)</b>	<b>1,823,364</b>	<b>45%</b>

\*CSB received an amendment and budget will be adjusted once amendment is executed

	BUDGET	SPENT	REMAINING BALANCE	PERCENT EXPENDED
5) CONTRACT NO. 20F-3007 / Term: Jan. 1, 2020 - May 31, 2021				
2020 CSBG CAA	876,852	(846,160)	30,692	96%
2020 CSBG DISCRETIONARY	32,000	(20,644)	11,356	65%
<b>TOTAL 2020 CSBG CONTRACT</b>	<b>908,852</b>	<b>(866,804)</b>	<b>42,048</b>	<b>95%</b>

	BUDGET	SPENT	REMAINING BALANCE	PERCENT EXPENDED
6) CONTRACT NO. 20F-3646 / Term: Mar. 27, 2020 - May 31, 2022				
2020 CSBG CARES CAA	1,189,181	(66,501)	1,122,680	6%
2020 CSBG CARES CAA DISCRETIONARY	40,370	0	0	0%
<b>TOTAL 2020 CSBG CARES CONTRACT</b>	<b>1,189,181</b>	<b>(66,501)</b>	<b>1,122,680</b>	<b>6%</b>

Prepared: June 23, 2021


fldr/fn:CAO Monthly Reports/WX YTD Exp-CAO Mo Rprt 5-2021

EMPLOYMENT & HUMAN SERVICES DEPARTMENT  
 COMMUNITY SERVICES BUREAU  
 CHILD NUTRITION FOOD SERVICES  
 CHILD and ADULT CARE FOOD PROGRAM MEALS SERVED  
 FY 2020-2021

Month covered	2021 May
Approved sites operated this month	13
Number of days meals served this month	19
Average daily participation	263
<b>Child Care Center Meals Served:</b>	
Breakfast	4,060
Lunch	4,990
Supplements	3,381
Total Number of Meals Served	<u>12,431</u>
Claim Reimbursement Total	<u>\$29,723</u>



# June 2021 - COMMUNITY SERVICES BUREAU PRESCHOOL MENU

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
	<p><b>1</b> <b>BREAKFAST</b> 1 ea. Fresh Orange 1 sl. + Cinnamon &amp; Raisin Bread</p> <p><b>LUNCH</b> 1 ½ ozs. <b>TURKEY TACO MEAT</b> ½ oz. Queso Fresco ¼ c. Shredded Lettuce ¼ c. Tomatoes ¼ c. Mango Chunks 2 ea. + Mini Corn Tortillas</p> <p><b>PM SNACK</b> ½ c. Cucumber Slices &amp; Carrot Sticks ½ c. Cottage Cheese Ranch Dip</p>	<p><b>2</b> <b>BREAKFAST</b> 1 ea. Fresh Banana ¼ c. + Homemade Oatmeal ½ c. Plain Yogurt</p> <p><b>LUNCH</b> ½ c. <b>CHICKEN GUMBO</b> (onions, celery, bell pepper, okra) ¼ c. Broccoli Florets/Ranch Dressing ½ ea. Fresh Pear ¼ c. + Brown Rice</p> <p><b>PM SNACK</b> 1 pkg. + Cheese Crackers ½ c. 1% Milk</p>	<p><b>3</b> <b>BREAKFAST</b> 1 ea. Fresh Orange ¾ c. + Rice Chex Cereal</p> <p><b>LUNCH</b> ½ c. <b>JERK TOFU</b> (garlic, coriander, paprika, cinnamon) ¼ c. Roasted Beets ¼ c. Pineapple Tidbits ½ ea. + Pita Bread</p> <p><b>PM SNACK</b> ½ c. + Lets Go Fishing Trail Mix (corn chex, pretzels, fish &amp; cheese crackers) ½ c. 1% Milk</p>	<p><b>4</b> <b>BREAKFAST</b> 1 ea. Fresh Banana ½ ea. + Bagel/Cream Cheese</p> <p><b>LUNCH</b> ½ c. <b>HOPPIN JOHNS</b> (black eyed peas, smoked turkey, onion, cheddar cheese) ¼ c. Garlic Roasted Radishes ½ ea. Fresh Fuji Apple ¼ c. + Brown Rice</p> <p><b>PM SNACK</b> ½ c. Fresh Strawberries 1 pkg. + Graham Crackers</p>
	<p><b>7</b> <b>BREAKFAST</b> ½ c. Pineapple Chunks ½ c. + Cheerios</p> <p><b>LUNCH</b> 1 ½ c. <b>BLACK BEAN FIIDEO SOUP</b> (black beans, + spaghetti, tomato, onion, garlic) ¼ c. Carrot Sticks ¼ c. Fresh Strawberries</p> <p><b>PM SNACK</b> 2 pkgs. + Wheatworth Crackers/Hummus ½ c. 1% Milk</p>	<p><b>8</b> <b>BREAKFAST</b> 1 ea. Fresh Fuji Apple ½ c. + Bran Cereal</p> <p><b>LUNCH</b> 1 ea. <b>TURKEY SANDWICH</b> (eggless mayo &amp; mustard dressing) ¼ c. Green Leaf Lettuce ¼ c. Tomato Slice ½ ea. Fresh Orange 1 sl. + Pullman Bread</p> <p><b>PM SNACK</b> 1 pkg. + Graham Crackers ½ c. 1% Milk</p>	<p><b>9</b> <b>BREAKFAST</b> 1 ea. Fresh Kiwi ¾ c. + Kix Cereal</p> <p><b>LUNCH</b> ¾ c. <b>CHICKEN POT PIE</b> (onion, celery &amp; low-fat cream) ¼ c. Roasted Broccoli ½ ea. Fresh Pink Lady Apple 1 ea. + Homemade Biscuits</p> <p><b>PM SNACK</b> <b>EARLY CLOSURE</b></p>	<p><b>10</b> <b>BREAKFAST</b> 1 ea. Fresh Orange ½ ea. + English Muffin/Cream Cheese &amp; Strawberries</p> <p><b>LUNCH</b> ½ c. <b>VEGGIE LASAGNA</b> (diced tofu, eggplant, zucchini, onion, spinach, marinara, mozzarella cheese) ¼ c. Roasted Romanesco 1 sl. Fresh Cantaloupe ½ ea. + Dinner Roll</p> <p><b>PM SNACK- Fruit Sunbutter Stack</b> 1 tbsp. Sunbutter ½ ea. Fresh Banana 1 pkg. + Graham Crackers</p>
<p><b>14</b> <b>BREAKFAST</b> 1 ea. Fresh Orange ½ c. + Bran Cereal</p> <p><b>LUNCH</b> 1 ea. <b>BAJA BEAN WRAP</b> ¼ c. Fresh Jicama Sticks ¼ c. Diced Fresh Papaya 2 ea. + Mini Corn Tortilla</p> <p><b>PM SNACK</b> 1 ea. Hard Boiled Egg 1 ea. Fresh Kiwi</p>	<p><b>15</b> <b>BREAKFAST</b> 1 ea. Fresh Banana ½ c. + Cornflakes</p> <p><b>LUNCH</b> <b>BUILD YOUR OWN TACO SALAD</b> 1 ½ ozs. Ground Turkey ½ oz. Shredded Cheese ¼ c. Shredded Lettuce ¼ c. Diced Tomatoes ½ ea. Fresh Satsuma Orange 5 ea. + Corn Tortilla Chips</p> <p><b>PM SNACK</b> 1 ea. Fresh Pear 1 tbsp. Sunbutter</p>	<p><b>16</b> <b>BREAKFAST</b> 1 ea. Fresh Smitten Apple ½ sl. + Cinnamon Toast</p> <p><b>LUNCH</b> 1 ea. <b>BBQ CHICKEN LEG</b> ¼ c. Cucumber Slices/Ranch Dressing ½ ea. Fresh Red Pear ¾ c. + Pasta Salad (celery, red onion, eggless mayo, apple cider vinegar, salt, pepper)</p> <p><b>PM SNACK</b> ½ c. + Friends Trail Mix (kix, cheerios, corn chex, raisins, pretzels, &amp; dried apricots) ½ c. 1% Milk</p>	<p><b>17</b> <b>BREAKFAST</b> 1 ea. Fresh Banana ½ ea. + English Muffin/Cream Cheese</p> <p><b>LUNCH</b> 1 c. <b>* BLACK BEAN SALAD</b> (onion, carrot, bell pepper, celery, broccoli florets, diced sweet potato, cilantro, lemon juice) ¼ c. Strawberries 1 sq. + Homemade Cornbread</p> <p><b>PM SNACK</b> ½ c. Carrot Sticks &amp; Zucchini Sticks/Italian dressing 1 pkg. + Animal Crackers</p>	<p><b>18</b> <b>BREAKFAST</b> 1 ea. Fresh D'anjou Pear ½ c. + Cheerios</p> <p><b>LUNCH</b> ½ c. <b>CHICKEN SALAD</b> ¼ c. Carrot Sticks ½ ea. Fresh Apple 1 sl. + Pullman Loaf</p> <p><b>PM SNACK</b> ½ c. Cucumber Slices &amp; Broccoli Florets ½ c. Cottage Cheese Ranch Dressing</p>
<p><b>21</b> <b>BREAKFAST</b> 1 ea. Fresh Banana ½ ea. + Bagel/Cream Cheese</p> <p><b>LUNCH</b> 1 serv. <b>RED CHILAQUILES WITH EGG</b> (+ corn tortilla chips) ¼ c. Garlic Roasted Hericovert ½ ea. Fresh Smitten Apple</p> <p><b>PM SNACK</b> ½ c. Tropical Fruit Salad 1 pkg. + Graham Crackers</p>	<p><b>22</b> <b>BREAKFAST</b> 1 ea. Hard Boiled Egg ½ sl. + Raisin Bread /Sunbutter 1 ea. Fresh Apple</p> <p><b>LUNCH</b> 1 c. <b>GREEN CHICKEN POZOLE</b> ¼ c. Cabbage &amp; Cilantro 1 ea. Fresh Tangerine Satsuma 5 ea. + Corn Tortilla Chips</p> <p><b>PM SNACK</b> 1 pkg. + Goldfish Pretzel Crackers 1 ea. Fresh Kiwi</p>	<p><b>23</b> <b>BREAKFAST</b> 1 ea. Fresh Banana 1 sq. + Homemade Zucchini Bread</p> <p><b>LUNCH</b> ½ c. <b>BUTTER CHICKEN</b> (low fat yogurt, tomato, onion, garlic, paprika, turmeric, ginger, cumin) ¼ c. Cucumber Slices ½ ea. Fresh Asian Pear ½ ea. + Pita Bread</p> <p><b>PM SNACK</b> <b>EARLY CLOSURE</b></p>	<p><b>24</b> <b>BREAKFAST</b> 1 ea. Fresh Orange ¾ c. + Rice Chex Cereal</p> <p><b>LUNCH</b> ½ c. <b>LENTIL SALAD</b> (garlic, coriander, paprika, red onion, bellpepper, lemon juice) ¼ c. Roasted Rainbow Baby Carrots ¼ c. Pineapple Chunks 2 ea. + Mini Corn Tortilla</p> <p><b>PM SNACK</b> ½ c. + Lets Go Fishing Trail Mix (corn chex, pretzels, fish &amp; cheese crackers) ½ c. 1% Milk</p>	<p><b>25</b> <b>BREAKFAST</b> 1 ea. Fresh Banana ¾ c. + Kix Cereal</p> <p><b>LUNCH</b> 1 ea. <b>KALUA CHICKEN</b> (salt, pepper, banana leaf) ¾ c. Lomi Lomi (tomato, onion, green onion, diced tofu, salt, pepper, paprika) ½ ea. Fresh Pear ¼ c. + Spanish Rice</p> <p><b>PM SNACK</b> 1 pkg. + Cheese Crackers ½ c. 1% Milk</p>
<p><b>28</b> <b>BREAKFAST</b> 1 ea. Fresh Orange ¾ c. + Rice Chex Cereal</p> <p><b>LUNCH</b> ½ c. <b>TOFU &amp; BUTTERNUT SQUASH SOUP</b> (tofu, butternut squash, onion, garlic, fennel) ½ ea. + Grilled Cheese Sandwich ¼ c. Steamed Spinach ½ ea. Fresh Honey Crisp Apple</p> <p><b>PM SNACK</b> 2 pkgs. + Ritz Crackers ½ c. 1% Milk</p>	<p><b>29</b> <b>BREAKFAST</b> 1 ea. Fresh Banana 1 sl. + Cinnamon &amp; Raisin Bread 1 ea. Turkey Sausage</p> <p><b>LUNCH</b> ½ c. <b>ROPA VIEJA</b> (shredded beef, onion, garlic, red bell pepper, oregano, cumin, rosemary, bay leaves, tomato paste, beef stock) ¼ c. Roasted Carrots ½ ea. Fresh Pear ¼ c. + Cilantro Brown Rice</p> <p><b>PM SNACK</b> ½ c. Cucumber Slices ½ c. Yogurt Ranch Dip</p>	<p><b>30</b> <b>BREAKFAST</b> ½ c. Pineapple Chunks 1 sq. + Homemade Banana Bread</p> <p><b>LUNCH</b> 1 c. <b>*TUSCAN TURKEY SOUP</b> (onion, potato, kale, kidney beans, ground turkey, low-fat cream) ¼ c. Mango Chunks ½ ea. + Dinner Roll</p> <p><b>PM SNACK</b> 2 tbsps. Sweet Potato Dip 1 pkg. + Graham Crackers ½ c. 1% Milk</p>	<p><b>ALL BREAKFAST &amp; LUNCH SERVED WITH 1% MILK</b></p> <p><b>*Indicates vegetable included in main dish</b></p> <p><b>+ Indicates Whole Grain Rich</b></p> <p><b>WATER IS OFFERED THROUGHOUT THE DAY</b></p>	





**Contra  
Costa  
County**

To: Board of Supervisors  
From: John Kopchik, Director, Conservation & Development Department  
Date: August 10, 2021

Subject: Authorization for the Department of Conservation and Development to Include Local and State Housing Funds in Annual Notice of Funds Available

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**RECOMMENDATION(S):**

AUTHORIZE the Department of Conservation and Development to include local in-lieu inclusionary housing fees and State of California Permanent Local Housing Allocation program funds as available affordable housing funds when issuing the annual Notice of Funds Available for housing and community improvement projects.

**FISCAL IMPACT:**

None at this time. Funding awards will return to the Board of Supervisors in Spring 2022 for approval.

**BACKGROUND:**

Annually in the fall, the Housing and Community Improvement Division (HCI) of the Department of Conservation and Development (DCD) prepares a Notice of Funds Available (NOFA) to receive proposals for housing and community improvement projects seeking an award of federal Community Development Block Grant Program and HOME Program funds administered by DCD. The amount of federal funds available for housing through the annual NOFA is usually in the \$3-5 million range, and typically the amount requested exceeds the amount available. DCD requests Board authorization to include a local housing funding stream, In-Lieu Fees, and a new State housing funding stream, Permanent Local Housing Allocation (PLHA), in the NOFA. This would increase the amount available to support housing development in Contra Costa County, and be an efficient and transparent method of allocating resources.

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APPROVE  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **08/10/2021**  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: August 10, 2021

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

By: Stacey M. Boyd, Deputy

Contact: Amalia Cunningham,  
925-655-2881

cc:

## BACKGROUND: (CONT'D)

The augmented NOFA annual cycle would include all the same checks and balances that have been established by federal law and County guidelines over the years, and a schedule that is familiar to the local non-profit housing community:

- October: Public NOFA issued, with a 6-8 week response timeframe
- December-March: Staff review of applications received; interviews with proposers
- April: Public meeting of Affordable Housing Finance Committee to review housing proposals and make recommendations to the Board of Supervisors
- May: Public meeting of Board of Supervisors to approve awards effective July 1

The two new funding streams vary in some respects from the Federal funds' parameters, and some lead time is necessary to develop the program details and incorporate them into the annual cycle application and review structure, if that is the Board's direction. It may be possible for a project to be eligible for and receive funding from multiple sources covered in the NOFA, though the differing eligibility requirements will not make that possible in many cases.

### Permanent Local Housing Allocation

The Permanent Local Housing Allocation (PLHA) program is a new State program with entitlement and competitive components. The State designated Contra Costa County as the administrator of the entitlement grant award for the Contra Costa “Urban County,” which includes the unincorporated communities and all the cities except for Antioch, Pittsburg, Walnut Creek, and Concord, which have their own entitlements.

The next administrative step is to prepare the application, which must include an expenditure plan called a “Five Year Plan” (Plan) for the Board’s approval as part of the complete application package. The Plan will identify the broad categories of planned uses of the PLHA award and comply with the program parameters. The anticipated categories of uses are new housing construction anywhere in the eligible area and matching awards to eligible cities that are funding projects within their jurisdictions.

While it is a cumbersome application process, PLHA is an entitlement grant so the County will receive it once a complete application is accepted. It is expected to be permanent, but programmed on a five year basis, with annual funding amounts for the following year announced each spring. The City of Richmond is exploring the feasibility of requesting and administering a suballocation, which will be confirmed by the time the Five-Year Plan and the complete application return to the Board for approval and authorization to submit to the State.

Including the amount that may be a Richmond suballocation, the Urban County will receive an estimated \$5.2 million for the combined first two years of the five-year program time frame, leading to an annual estimate of \$3 million into the future. Projects anywhere in the County would be eligible, except in Antioch, Concord, Richmond, Pittsburg, or Walnut Creek. The program’s highest priority is new housing construction for low-income households, and that would be the highest priority in the County’s Five-Year Plan as well, with some flexibility built in, in the event that the funds are undersubscribed in that category.

PLHA funding for new construction will be low-interest deferred loans to eligible projects, restricted to the target household income limit for 55 years, in accordance with the State guidelines.. HCI staff has already received multiple inquiries about PLHA funds , and expects them to be highly sought after. Adding this funding stream to HCI’s annual cycle will facilitate a fair evaluation process in line with the County’s high standards for affordable housing project review and approval.

## In-Lieu Housing Fee Fund

Every residential project in unincorporated Contra Costa County consisting of five units or more is subject to the County's inclusionary housing ordinance (originally approved on October 24, 2006), which promotes affordable housing by requiring such projects to build affordable units on-site, pay a fee in-lieu of building affordable on-site, or provide some combination. The fees are approved and imposed as part of the project's entitlements, paid at the time of building permit issuance, and deposited in a fund with DCD. Due to the nature of their origin, these funds may only be spent on new affordable housing construction in unincorporated Contra Costa County. To establish a process for fairly allocating this funding to new projects, staff recommends adding the current balance of \$669,000 to the annual cycle with the federal funds and PLHA. The funding award would be:

- Provided as a forgivable low-interest loan, secured against the affordable housing property, to be reconveyed after the property is in service as affordable housing for five years;
- Affordable to households earning up to 80% average median income;
- Preference for projects with larger units (two or more bedrooms);
- May not be used to support affordable housing required to be built as part of a project using density bonus or to meet inclusionary housing requirements. This targets the funding to affordable units that might not be built but for the assistance.

In future years, the in-lieu funding opportunity included in the NOFA would be the unallocated amount as of July 1 annually, when it has grown to at least \$500,000. The amount collected varies annually depending on which projects are approved and proceed to permits.

### CONSEQUENCE OF NEGATIVE ACTION:

Without Board direction to include local in-lieu fees and State PLHA Funding in DCD's annual awards cycle, there would be no process to award these funds and there is a risk that eligible affordable housing would not receive them.



Contra  
Costa  
County

To: Board of Supervisors  
From: Beth Ward, Animal Services Director  
Date: August 10, 2021

Subject: Animal Services Monetary Donation Report for April 1, 2021 through June 30, 2021

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**RECOMMENDATION(S):**

ACCEPT the monetary donation report from the Animal Services Department, which describes the source and value of each gift received by Animal Services from April 1, 2021 through June 30, 2021

**FISCAL IMPACT:**

No fiscal impact.

**BACKGROUND:**

The Animal Benefit Fund was created by the Animal Services Department in 1988 to allow the Department to receive donations from individuals, animal welfare organizations and businesses, to support animal health and welfare projects that are not funded by departmental or general County revenue. On April 19, 2016 the Board of Supervisors delegated specific authority to the Animal Services Director as it related to the Animal Benefit Fund. The Animal Services Director was granted authorization to accept any monetary donation, gift, bequest, or devise made to or in favor of the Contra Costa County Animal Services Department as allowed under Government Code section 25355 and solicit donations for the benefit of shelter animals. Along with this delegated

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APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

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Action of Board On: **08/10/2021**  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: August 10, 2021

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

By: Stacey M. Boyd, Deputy

Contact: Delaina Gillaspay,  
925-608-8413

cc:



BACKGROUND: (CONT'D)

authority, the Animal Services Director is required to file a report with the Board of Supervisors every quarter that describes the source and value of each gift. Attached is the donation report that provides details of all monetary donations received by the Animal Services Department from April 1, 2021 through June 30, 2021. Moving forward the department will submit the donation report to the Board of Supervisors on a quarterly basis.

CONSEQUENCE OF NEGATIVE ACTION:

Failure to accept the report will delay information the Board has requested.

ATTACHMENTS

ABFQ4 Donation Report

Fund	Dept	Org	Obj	Sub Obj	Description	TC	Reference	Date Posted
133200	0375	3349	9400	9181	POOLED EARN DIST 06/11/21	35	JV409700	6/30/2021
133200	0375	3349	9400	9181	POOLED EARN DIST 04/12/21	35	JV326400	4/30/2021
133200	0375	3349	9800	9965	BENEVITY DONATIONS	25	DP831919	7/9/2021
133200	0375	3349	9800	9965	DONATE PET DATA CC	25	DP831447	7/1/2021
133200	0375	3349	9800	9965	DONATE AB-GENERAL	25	DP831083	6/30/2021
133200	0375	3349	9800	9965	DONATE AB-GENERAL	25	DP831148	6/30/2021
133200	0375	3349	9800	9965	DONATE AB-GENERAL	25	DP831250	6/30/2021
133200	0375	3349	9800	9965	DONATE CCAS WEB	25	DP831379	6/30/2021
133200	0375	3349	9800	9965	DONATE PET DATA CC	25	DP831384	6/30/2021
133200	0375	3349	9800	9965	DONATE PET DATA WF	25	DP831379	6/30/2021
133200	0375	3349	9800	9965	DONATE PET DATA CC	25	DP831379	6/30/2021
133200	0375	3349	9800	9965	DONATE AB-GENERAL	25	DP830979	6/30/2021
133200	0375	3349	9800	9965	DONATE AB-GENERAL	25	DP830915	6/30/2021
133200	0375	3349	9800	9965	DONATE PET DATA WF	25	DP831128	6/28/2021
133200	0375	3349	9800	9965	DONATE PET DATA CC	25	DP831149	6/28/2021
133200	0375	3349	9800	9965	DONATE CCAS WEB	25	DP831128	6/28/2021
133200	0375	3349	9800	9965	DONATE PET DATA CC	25	DP831128	6/28/2021
133200	0375	3349	9800	9965	DONATE PET DATA CC	25	DP831015	6/25/2021
133200	0375	3349	9800	9965	DONATE PET DATA WF	25	DP831015	6/25/2021
133200	0375	3349	9800	9965	DONATE PET DATA CC	25	DP830897	6/23/2021
133200	0375	3349	9800	9965	DONATE PET DATA CC	25	DP830929	6/23/2021
133200	0375	3349	9800	9965	DONATE PET DATA WF	25	DP830897	6/23/2021
133200	0375	3349	9800	9965	DONATE PET DATA CC	25	DP830901	6/23/2021
133200	0375	3349	9800	9965	DONATE PET DATA WF	25	DP830900	6/23/2021
133200	0375	3349	9800	9965	DONATE PET DATA WF	25	DP830902	6/23/2021
133200	0375	3349	9800	9965	DONATE PET DATA CC	25	DP830900	6/23/2021
133200	0375	3349	9800	9965	DONATE PET DATA WF	25	DP830901	6/23/2021
133200	0375	3349	9800	9965	DONATE PET DATA CC	25	DP830902	6/23/2021
133200	0375	3349	9800	9965	DONATE PET DATA WF	25	DP830931	6/23/2021
133200	0375	3349	9800	9965	DONATE PET DATA WF	25	DP830929	6/23/2021
133200	0375	3349	9800	9965	DONATE PET DATA CC	25	DP830931	6/23/2021
133200	0375	3349	9800	9965	DONATE CCAS WEB	25	DP830929	6/23/2021
133200	0375	3349	9800	9965	DONATE AB-MADDIE'S FUND	25	DP830931	6/23/2021
133200	0375	3349	9800	9965	DONATE PET DATA CC	25	DP830905	6/23/2021
133200	0375	3349	9800	9965	DONATE PET DATA WF	25	DP830905	6/23/2021
133200	0375	3349	9800	9965	DONATE AB-GENERAL	25	DP830563	6/18/2021
133200	0375	3349	9800	9965	DONATE PET DATA WF	25	DP830365	6/14/2021
133200	0375	3349	9800	9965	DONATE PET DATA CC	25	DP830365	6/14/2021
133200	0375	3349	9800	9965	DONATE AB-GENERAL	25	DP830248	6/11/2021
133200	0375	3349	9800	9965	DONATE PET DATA CC	25	DP830328	6/11/2021
133200	0375	3349	9800	9965	DONATE PET DATA WF	25	DP830328	6/11/2021
133200	0375	3349	9800	9965	DONATE PET DATA WF	25	DP830196	6/10/2021

133200	0375	3349	9800	9965	DONATE PET DATA CC	25	DP830198	6/10/2021
133200	0375	3349	9800	9965	DONATE AB-GENERAL	25	DP829966	6/10/2021
133200	0375	3349	9800	9965	DONATE AB-GENERAL	25	DP830181	6/10/2021
133200	0375	3349	9800	9965	DONATE PET DATA CC	25	DP830222	6/10/2021
133200	0375	3349	9800	9965	DONATE PET DATA WF	25	DP830222	6/10/2021
133200	0375	3349	9800	9965	DONATE CCAS WEB	25	DP830198	6/10/2021
133200	0375	3349	9800	9965	DONATE PET DATA CC	25	DP830199	6/10/2021
133200	0375	3349	9800	9965	DONATE PET DATA WF	25	DP830198	6/10/2021
133200	0375	3349	9800	9965	DONATE PET DATA WF	25	DP830197	6/10/2021
133200	0375	3349	9800	9965	DONATE PET DATA CC	25	DP830197	6/10/2021
133200	0375	3349	9800	9965	DONATE PET DATA CC	25	DP830194	6/10/2021
133200	0375	3349	9800	9965	DONATE AB-BENEVITY FUND	25	DP830198	6/10/2021
133200	0375	3349	9800	9965	DONATE PET DATA WF	25	DP830194	6/10/2021
133200	0375	3349	9800	9965	DONATE PET DATA CC	25	DP830196	6/10/2021
133200	0375	3349	9800	9965	DONATE CCAS WEB	25	DP830194	6/10/2021
133200	0375	3349	9800	9965	DONATE AB-GENERAL	25	DP830189	6/10/2021
133200	0375	3349	9800	9965	DONATE CCAS WEB	25	DP829932	6/8/2021
133200	0375	3349	9800	9965	DONATE PET DATA CC	25	DP829932	6/8/2021
133200	0375	3349	9800	9965	DONATION -AB	25	DP829740	6/3/2021
133200	0375	3349	9800	9965	DONATE PET DATA WF	25	DP829679	6/3/2021
133200	0375	3349	9800	9965	DONATE AB-GENERAL	25	DP829785	6/3/2021
133200	0375	3349	9800	9965	DONATE AB-GENERAL	25	DP829747	6/3/2021
133200	0375	3349	9800	9965	DONATE AB-GENERAL	25	DP829605	6/3/2021
133200	0375	3349	9800	9965	DONATE PET DATA CC	25	DP829679	6/3/2021
133200	0375	3349	9800	9965	DONATE CCAS WEB	25	DP829670	6/1/2021
133200	0375	3349	9800	9965	DONATE PET DATA CC	25	DP829630	6/1/2021
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133200	0375	3349	9800	9965	DONATE PET DATA CC	25	DP829641	6/1/2021
133200	0375	3349	9800	9965	DONATE PET DATA CC	25	DP829640	6/1/2021
133200	0375	3349	9800	9965	DONATE AB - BENEVITY FUND	25	DP829640	6/1/2021
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133200	0375	3349	9800	9965	DONATE PET DATA CC	25	DP829632	6/1/2021
133200	0375	3349	9800	9965	DONATE PET DATA CC	25	DP829634	6/1/2021
133200	0375	3349	9800	9965	DONATE PET DATA CC	25	DP829626	6/1/2021
133200	0375	3349	9800	9965	DONATE CCAS WEB	25	DP829620	6/1/2021
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133200	0375	3349	9800	9965	DONATE PET DATA WF	25	DP829620	6/1/2021
133200	0375	3349	9800	9965	DONATE AB - BENEVITY FUND	25	DP829626	6/1/2021
133200	0375	3349	9800	9965	DONATE CCAS WEB	25	DP829632	6/1/2021
133200	0375	3349	9800	9965	DONATE PET DATA WF	25	DP829632	6/1/2021
133200	0375	3349	9800	9965	DONATE PET DATA CC	25	DP829670	6/1/2021

133200	0375	3349	9800	9965	DONATE AB-GENERAL	25	DP829240	5/28/2021
133200	0375	3349	9800	9965	DONATE PET DATA CC	25	DP829237	5/24/2021
133200	0375	3349	9800	9965	DONATE PET DATA CC	25	DP829236	5/24/2021
133200	0375	3349	9800	9965	DONATE PET DATA WF	25	DP829236	5/24/2021
133200	0375	3349	9800	9965	DONATE PET DATA CC	25	DP829238	5/24/2021
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133200	0375	3349	9800	9965	DONATE AB-GENERAL	25	DP829139	5/21/2021
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133200	0375	3349	9800	9965	DONATE AB-GENERAL	25	DP828449	5/21/2021
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133200	0375	3349	9800	9965	DONATE PET DATA WF	25	DP828368	5/6/2021
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133200	0375	3349	9800	9965	DONATE PET DATA CC	25	DP828265	5/6/2021
133200	0375	3349	9800	9965	DONATE PET DATA CC	25	DP828486	5/6/2021
133200	0375	3349	9800	9965	DONATE PET DATA WF	25	DP828486	5/6/2021
133200	0375	3349	9800	9965	DONATE PET DATA WF	25	DP828265	5/6/2021
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133200	0375	3349	9800	9965	DONATE PET DATA CC	25	DP828368	5/6/2021
133200	0375	3349	9800	9965	DONATE AB	25	DP828335	5/6/2021
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133200	0375	3349	9800	9965	DONATE CCAS WEB	25	DP827959	4/30/2021
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133200	0375	3349	9800	9965	DONATE PET DATA CC	25	DP827959	4/30/2021
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133200	0375	3349	9800	9965	DONATE PET DATA WF	25	DP827959	4/30/2021
133200	0375	3349	9800	9965	DONATE PET DATA WF	25	DP828121	4/30/2021
133200	0375	3349	9800	9965	DONATE AB	25	DP827743	4/28/2021
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133200	0375	3349	9800	9965	DONATE PET DATA CC	25	DP827744	4/26/2021
133200	0375	3349	9800	9965	DONATE PET DATA WF	25	DP827736	4/26/2021
133200	0375	3349	9800	9965	DONATE PET DATA CC	25	DP827732	4/26/2021
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133200	0375	3349	9800	9965	DONATE PET DATA CC	25	DP827489	4/21/2021
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133200	0375	3349	9800	9965	DONATE CCAS WEB	25	DP826009	4/21/2021
133200	0375	3349	9800	9965	DONATE AB-GENERAL	25	DP827370	4/21/2021
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133200	0375	3349	9800	9965	DONATE PET DATA CC	25	DP827303	4/16/2021
133200	0375	3349	9800	9965	DONATE PET DATA WF	25	DP827303	4/16/2021
133200	0375	3349	9800	9965	DONATE AB	25	DP827292	4/16/2021
133200	0375	3349	9800	9965	DONATE CCAS WEB	25	DP827162	4/15/2021
133200	0375	3349	9800	9965	DONATE CCAS WEB	25	DP827158	4/15/2021
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133200	0375	3349	9800	9965	DONATE PET DATA CC	25	DP827173	4/15/2021
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133200	0375	3349	9800	9965	DONATE PET DATA CC	25	DP827158	4/15/2021
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133200	0375	3349	9800	9965	DONATE AB	25	DP826921	4/13/2021
133200	0375	3349	9800	9965	DONATE PET DATA WF	25	DP826920	4/12/2021
133200	0375	3349	9800	9965	DONATE PET DATA CC	25	DP826920	4/12/2021
133200	0375	3349	9800	9965	DONATE CCAS WEB	25	DP826448	4/7/2021
133200	0375	3349	9800	9965	DONATE PET DATA WF	25	DP826448	4/7/2021

133200	0375	3349	9800	9965	DONATE PET DATA CC	25	DP826450	4/7/2021
133200	0375	3349	9800	9965	DONATE PET DATA WF	25	DP826450	4/7/2021
133200	0375	3349	9800	9965	DONATE PET DATA WF	25	DP826449	4/7/2021
133200	0375	3349	9800	9965	DONATE PET DATA WF	25	DP826446	4/7/2021
133200	0375	3349	9800	9965	DONATE PET DATA WF	25	DP826447	4/7/2021
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133200	0375	3349	9800	9965	BENEVITY DONATIONS	25	DP826354	4/2/2021
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133200	0375	3349	9800	9965	DONATE PET DATA CC	25	DP826358	4/2/2021
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133200	0375	3349	9800	9965	DONATE PET DATA CC	25	DP826333	4/1/2021
133200	0375	3349	9800	9965	DONATE AB-BENEVITY FUND	25	DP826333	4/1/2021
133200	0375	3349	9800	9965	DONATE PET DATA WF	25	DP826333	4/1/2021
133200	0375	3354	9800	9965	TRANSFER TO DONATIONS APR	35	JV434900	7/15/2021
133200	0375	3354	9800	9965	TRANSFER TO DONATIONS JAN	35	JV434900	7/15/2021

**TOTAL**



Amount	PO #	Task	Option	Activity	Coll. Org
\$156.87				000000	0000
\$274.35				000000	0000
\$40.00				000000	3330
\$74.00				000000	3340
\$5,000.00				000000	3340
\$75.00				000000	3340
\$25.00				000000	3340
\$250.00				000000	3340
\$120.00				000000	3340
\$35.00				000000	3340
\$349.00				000000	3340
\$143.60				000000	3340
\$125.00				000000	3340
\$305.50				000000	3340
\$83.00				000000	3340
\$50.00				000000	3340
\$208.00				000000	3340
\$100.50				000000	3340
\$227.50				000000	3340
\$183.00				000000	3340
\$104.00				000000	3340
\$55.50				000000	3340
\$118.00				000000	3340
\$63.00				000000	3340
\$157.00				000000	3340
\$74.00				000000	3340
\$88.00				000000	3340
\$247.00				000000	3340
\$54.50				000000	3340
\$70.00				000000	3340
\$190.00				000000	3340
\$125.00				000000	3340
\$3,000.00				000000	3340
\$228.00				000000	3340
\$82.00				000000	3340
\$60.00				000000	3340
\$95.00				000000	3340
\$77.00				000000	3340
\$600.00				000000	3340
\$167.00				000000	3340
\$57.50				000000	3340
\$30.00				000000	3340

\$199.00	000000	3340
\$135.00	000000	3340
\$50.00	000000	3340
\$94.00	000000	3340
\$135.00	000000	3340
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\$46.00	000000	3340
\$105.00	000000	3340
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\$189.50	000000	3340
\$124.00	000000	3340

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\$100.00	000000	3340
\$205.00	000000	3340
\$117.50	000000	3340
\$175.00	000000	3340
\$100.00	000000	3340
\$110.00	000000	3340

\$115.00	000000	3340
\$20.00	000000	3340
\$135.00	000000	3340
\$150.00	000000	3340
\$111.00	000000	3340
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\$137.00	000000	3340
\$60.00	000000	3340
\$20.00	000000	3340
\$99.00	000000	3340
\$83.00	000000	3340
\$127.00	000000	3340
\$100.00	000000	3340
\$100.00	000000	3340
\$31,920.00	000000	0000
\$32,540.00	000000	0000
<b>\$104,686.20</b>		



Contra  
Costa  
County

To: Board of Supervisors  
From: David O. Livingston, Sheriff-Coroner  
Date: August 10, 2021

Subject: Receive the Sheriff-Coroner's FY 2019-2020 Annual P-6 Zone Deployment Report

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**RECOMMENDATION(S):**

Receive the Sheriff-Coroner's FY 2019/220 Annual P-6 Zone Deployment Report, from the County Service Area (CSA) P-6 Zone Central Administrative Base (CAB) Fund to provide extended police protection services in certain unincorporated county areas and partially fund the Sheriff's Helicopter Program, as required by P-6 Zone CAB Formation Board Order of April 19, 1998.

**FISCAL IMPACT:**

Funded 100% by CSA P-6 CAB Fund (Fund No. 262900). Total costs of \$1,239,855 were expended in 2019/2020.

**BACKGROUND:**

The Office of the Sheriff annually reviews funding for CSA P-6 Zones county-wide and implemented and budgeted the following expenditures for fiscal year 2019/2020.

**Discovery Bay:** CSA P-6 Zones in the Discovery Bay area generate \$821,489 per year. Costs for personnel currently assigned to Discovery Bay (2 Deputy Sheriffs, 1 Sheriff's Specialist and 1 Sheriff Community Service Officer), vehicle and supplies are \$763,010. This will require the expenditure of funds from the P-6 CAB Fund. Discovery Bay zones currently have accumulated approximately \$1,808,511 in reserve funding located in the CSA P-6 Central Administrative Base Fund (Fund No. 262900).

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **08/10/2021**  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: August 10, 2021

, County Administrator and Clerk of the Board of Supervisors

By: Stacey M. Boyd, Deputy

Contact: Alycia Rubio  
655-0007

cc:



BACKGROUND: (CONT'D)

> **Bay Point:** CSA P-6 Zones in the Bay Point Area generate \$223,251 per year. Costs for personnel assigned to Bay Point (1 Deputy Sheriff), vehicle and supplies are \$261,615.

**North Richmond/San Pablo:** CSA P-6 zones in the North Richmond/San Pablo area generate \$90,365 per year. North Richmond/San Pablo zones partially fund 1 Deputy Sheriff, vehicle and supplies at \$25,648 annually.

**STARR 1 Helicopter Program:** As in past years, we augmented State Supplemental Law Enforcement Services Fund funding to operate the helicopter program without the use of County General Funds, using \$170,197 of P-6 Zone Funds for this purpose.

**Administrative Expenses:** Assessment and Investment expenses, zone closing expenses and election charges for all the zones. Total cost of \$427.

CONSEQUENCE OF NEGATIVE ACTION:

Negative action would result in the displacement of existing personnel assigned to the communities of Discovery Bay, Bay Point, North Richmond/San Pablo and Pacheco. The Sheriff's STARR 1 helicopter may have reduced flight hours depending on revenue streams from other sources.



Contra  
Costa  
County

To: Board of Supervisors  
From: Deborah R. Cooper, Clerk-Recorder  
Date: August 10, 2021

Subject: Rental Agreements for Early Voting and Polling Sites

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**RECOMMENDATION(S):**

APPROVE and AUTHORIZE the Clerk-Recorder, or designee, to execute three rental agreements for the use of building facilities for the September 2021 Statewide Gubernatorial Recall Election with the 1) Hyatt House Pleasant Hill (Hotel, Hyatt Corporation) 2) Ambrose Recreation & Park District 3) City of Brentwood.

**FISCAL IMPACT:**

None.

**BACKGROUND:**

The Elections Division of the Clerk-Recorder's Office will provide 8 early voting locations and 153 polling places throughout the county for the September 2021 Statewide Gubernatorial Recall Election. Sites that will be utilized include Hyatt House Pleasant Hill, Ambrose Community Center in the Bay Point area, and the Brentwood Community Center. The Facility Rental/Use/Waiver Agreements for these sites contain indemnification provisions whereby the County agrees to indemnify Hyatt House Pleasant Hill/Hyatt Corporation, Ambrose Recreation & Park District, and the City of Brentwood for use of their sites as voting locations.

**CONSEQUENCE OF NEGATIVE ACTION:**

The Elections Division will not be able to use these sites as voting locations.

---

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **08/10/2021**  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: August 10, 2021

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

By: Stacey M. Boyd, Deputy

Contact: Sara Brady,  
925-335-7807

cc:





Contra  
Costa  
County

To: Board of Supervisors  
From: Anna Roth, Health Services Director  
Date: August 10, 2021

Subject: "Alliance" Emergency Ambulance Medical Services 2020 Annual Performance Report

---

**RECOMMENDATION(S):**

ACCEPT the report from the County EMS Director and Contra Costa County Fire Chief providing the 2020 Annual Performance Evaluation Report of Contra Costa County Fire Protection District (Contractor) Emergency Ambulance Medical Services.

**FISCAL IMPACT:**

No fiscal impact.

**BACKGROUND:**

The Contra Costa County Fire Protection District and American Medical Response ("Alliance") was awarded the contract for Emergency Ambulance Services for Exclusive Areas I, II and V covering approximately 92% of the County on January 1, 2016 with a five year extension awarded on May 12, 2020 that started January 1, 2021. Emergency Ambulance Services covered under this agreement perform these services utilizing the unique emergency ambulance service delivery model by "the Alliance" with the contractor being responsible for the performance provided by American Medical Response (subcontractor).

Attached you will find the 2020 annual performance evaluation report.

The Contra Costa County EMS Agency (CCCEMSA) process for evaluating emergency ambulance contractor performance is based on the terms and conditions of the agreement. It includes:

---

APPROVE  OTHER  
 RECOMMENDATION OF CNTY ADMINISTRATOR  RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **08/10/2021**  APPROVED AS RECOMMENDED  OTHER

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ATTESTED: August 10, 2021

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

By: Stacey M. Boyd, Deputy

Contact: Marshall Benett,  
925-608-5454

cc: Marcy Wilhelm, Rachel Morris



## BACKGROUND: (CONT'D)

1. Monthly CCCEMSA and “the Alliance” Collaboration Meetings since January 1, 2016. During these meetings, agency representatives discuss Contractor and Subcontractor performance, contract and RFP/RFP-R deliverables, and EMS system challenges in a forum designed to promote collaboration between all stakeholders. These meetings are attended by CCCEMSA representatives and decision makers from “the Alliance”.
2. As of 2017 CCCEMSA conducts annual contract audits and in-person ambulance inspections to assure all agreement provisions are met. Attached is the 2020 audit that was performed by CCCEMSA.
3. The performance-based agreement requires detailed monthly clinical and operational data reports. These reports are received and reviewed by CCCEMSA per the terms of the agreement as specified on Page 38 of the service plan at <https://cchealth.org/ems/pdf/cfdcontract.pdf>. Monthly reports include:
  - a. Patient Satisfaction and Customer Service Metrics
  - b. Billing Complaints and Feedback
  - c. Workforce Satisfaction and Turnover
  - d. Vehicle, Personnel and Equipment Safety
  - e. Strategic plan and clinical quality improvement
  - f. Community Education and program metrics
4. CCCEMSA conducts response time compliance using a third-party online compliance system to accurately and objectively measure ambulance response time data for each emergency response area. Public posting of response time contract compliance is reported at <https://cchealth.org/ems/cfd.php> and presented to the BOS as part of the annual “Alliance” Report.

## CONSEQUENCE OF NEGATIVE ACTION:

The Board will not receive “the Alliance” performance evaluation report as required under the emergency ambulance contract.

## ATTACHMENTS

Alliance Annual performance summary 2020

Alliance Audit 2020



# Annual Performance Evaluation Summary

Emergency Medical Services (EMS)

For Year 2020

A comprehensive report of Emergency Ambulance  
Services by  
Contra Costa County Fire Protection District (CCCFPD)  
and AMR (Alliance)  
with the  
Contra Costa County EMS Agency (CCCEMSA)



Marshall Bennett, EMS Director  
Contra Costa County EMS Agency

Lewis Broschard, Fire Chief  
Contra Costa County Fire Protection District

Annual Performance Evaluation  
Emergency Medical Services (EMS)  
Year 2020

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# Annual Performance Evaluation Emergency Medical Services (EMS) Year 2020

## RESPONSE TIME STANDARDS

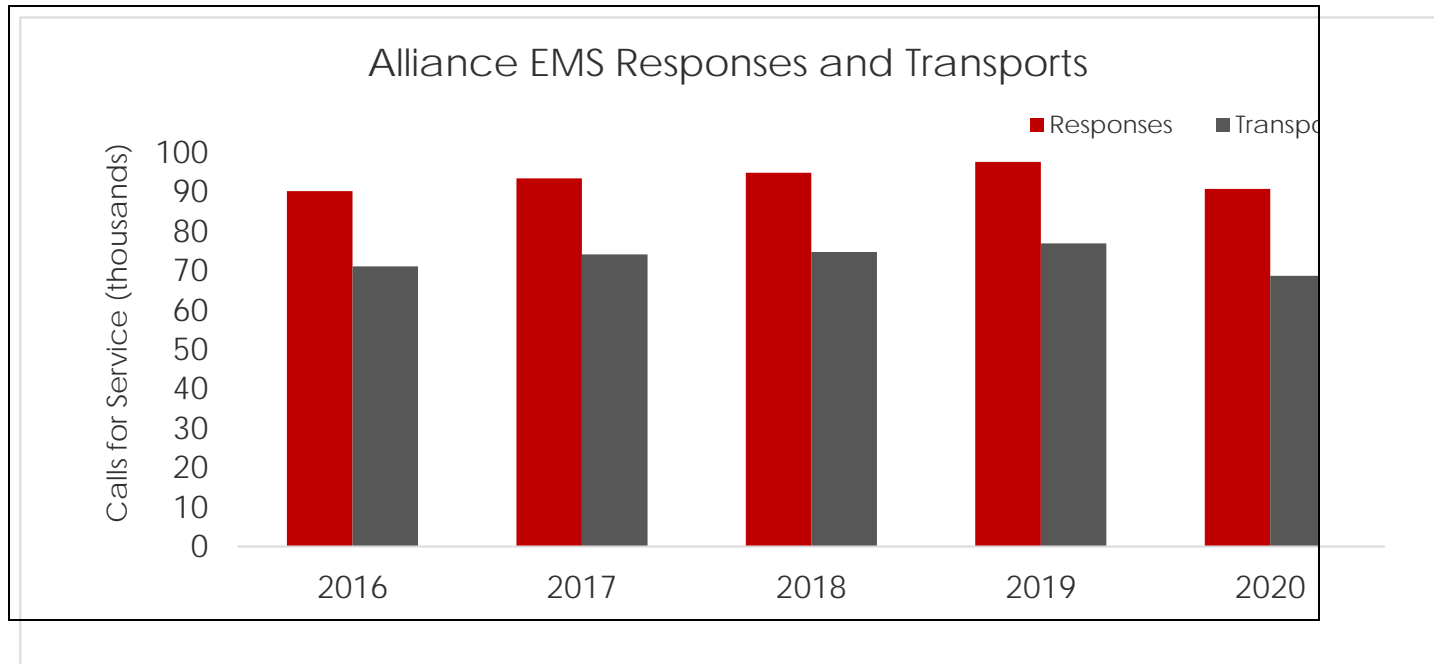
The following charts and graphs will show response time standards for all providers and the Alliance.

For 2020	All Providers		Contra Costa County Fire (Alliance)	
	#	% of Total	#	% of Total
<b>Total Dispatches</b>	<b>100394</b>		<b>90734</b>	<b>90%</b>
Transported	74712	74.4%	68689	75.7%
Canceled	25682	25.6%	22045	24.3%
<b>Total Patient Transports</b>	<b>74712</b>		<b>68689</b>	<b>92%</b>
Transported code 3 (emergent)	4439	5.9%	4047	5.9%
Transported code 2 (non-emergent)	69361	92.8%	63731	92.8%
Transport priority not reported	912	1.2%	911	1.3%
<b>Total Canceled</b>	<b>25682</b>		<b>22045</b>	<b>86%</b>
Enroute	6738	26.2%	5850	26.5%
On Scene	18944	73.8%	16195	73.5%

# Annual Performance Evaluation Emergency Medical Services (EMS) Year 2020

## RESPONSE AND TRANSPORT VOLUME

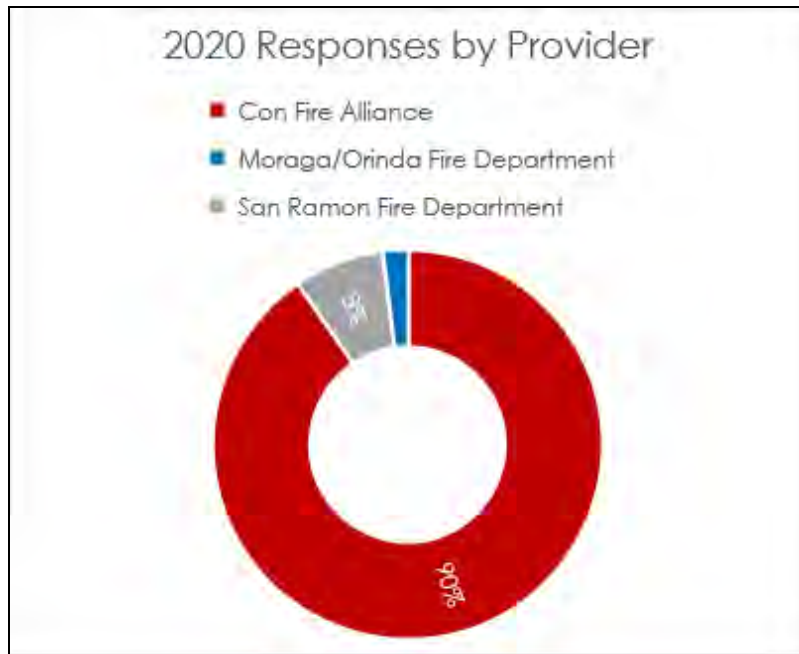
	Alliance		Moraga/Orinda Fire		San Ramon Fire		Totals	
	Responses	Transports	Responses	Transports	Responses	Transports	Responses	Transports
2016	90153	71083	2128	1321	6873	4246	99154	76650
2017	93389	74111	2366	1482	7862	4992	103617	80585
2018	94836	74704	2460	1662	8138	5232	105434	81598
2019	97563	76914	2518	1611	8370	5472	108451	83997
2020	90734	68689	2114	1231	7546	4792	100394	74712



# Annual Performance Evaluation Emergency Medical Services (EMS) Year 2020

## RESPONSE VOLUME PERCENTAGES

YEAR	ALLIANCE	MORAGA/ORINDA FIRE DEPARTMENT	SAN RAMON FIRE DEPARTMENT	TOTAL RESPONSES
2016	90.9%	2.1%	6.9%	99,154
2017	90.1%	2.3%	7.6%	103,617
2018	89.9%	2.3%	7.7%	105,434
2019	90.0%	2.3%	7.7%	108,451
2020	90.4%	2.1%	7.5%	100,394



# Annual Performance Evaluation Emergency Medical Services (EMS) Year 2020

## TRANSPORT VOLUME PERCENTAGES

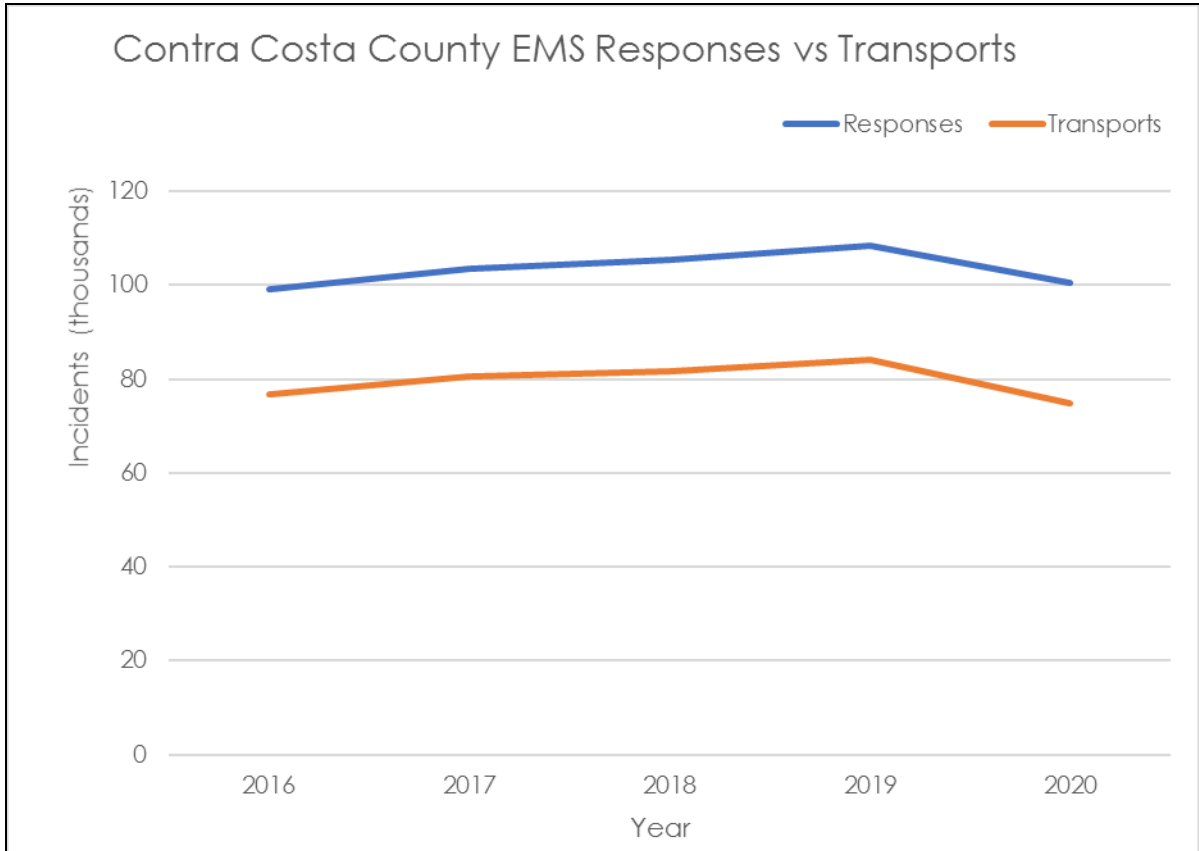
YEAR	ALLIANCE	MORAGA/ORINDA FIRE DEPARTMENT	SAN RAMON FIRE DEPARTMENT	TOTAL RESPONSES
2016	92.7%	1.7%	5.5%	76,650
2017	92.0%	1.8%	6.2%	80,585
2018	91.6%	2.0%	6.4%	81,598
2019	91.6%	1.9%	6.5%	83,997
2020	90.4%	1.6%	6.4%	74,712





Annual Performance Evaluation  
Emergency Medical Services (EMS)  
Year 2020

**CONTRA COSTA COUNTY EMS RESPONSES VS TRANSPORTS**



Annual Performance Evaluation  
Emergency Medical Services (EMS)  
Year 2020

**RESPONSE TIMES FOR ALLIANCE EMERGENCY AMBULANCE**

Time of call to ambulance arriving on scene

Response Zone	Response Time Requirement High Density High Priority	Alliance Performance 2016	Alliance Performance 2017	Alliance Performance 2018	Alliance Performance 2019	Alliance Performance 2020	Average Response Time 2020
A	0:10:00 - 90% of the time	94%	96%	96%	95%	96%	0:05:36
B	0:11:45 - 90% of the time	95%	96%	96%	95%	96%	0:06:32
C	0:11:45 - 90% of the time	94%	95%	95%	93%	95%	0:06:55
D	0:11:45 - 90% of the time	94%	95%	95%	94%	95%	0:06:45

# Annual Performance Evaluation Emergency Medical Services (EMS) Year 2020

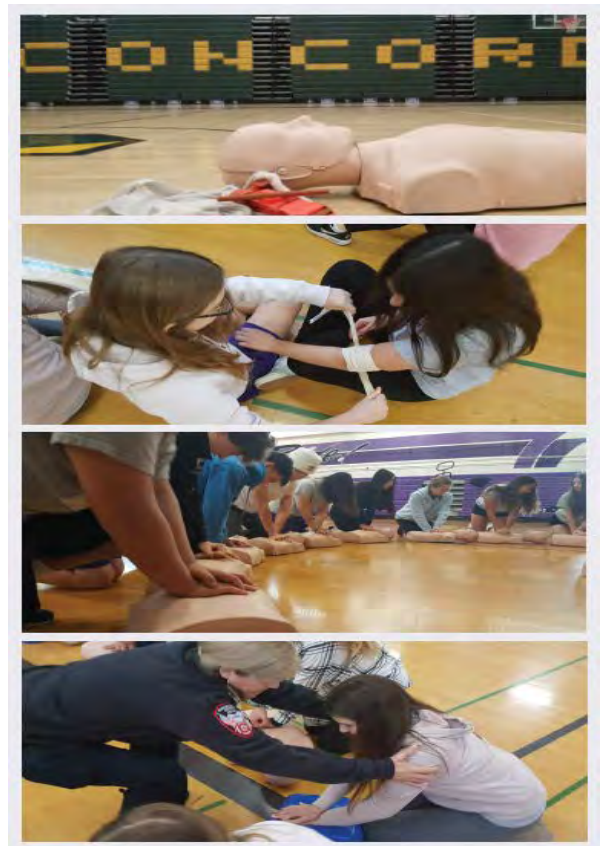
## COMMUNITY INVOLVEMENT AND INNOVATION

### ENHANCED BYSTANDER CPR (EBCPR) STUDENT TRAINING INITIATIVE

Prior to the local impact of COVID-19, the Alliance worked with educators, the Contra Costa County Board of Supervisors, and the Mount Diablo Unified School District for an immersive 'street skills' version of CPR and Stop the Bleed training. The program spanned two (2) months, six (6) schools, 1000+ hours and trained over 4,000 students. The schools that hosted the event are listed below:

- Ygnacio Valley High School
- Mount Diablo High School
- Concord High School
- College Park High School
- Northgate High School
- Carquinez Middle School

The QR code below contains a link to a short video highlighting the experience

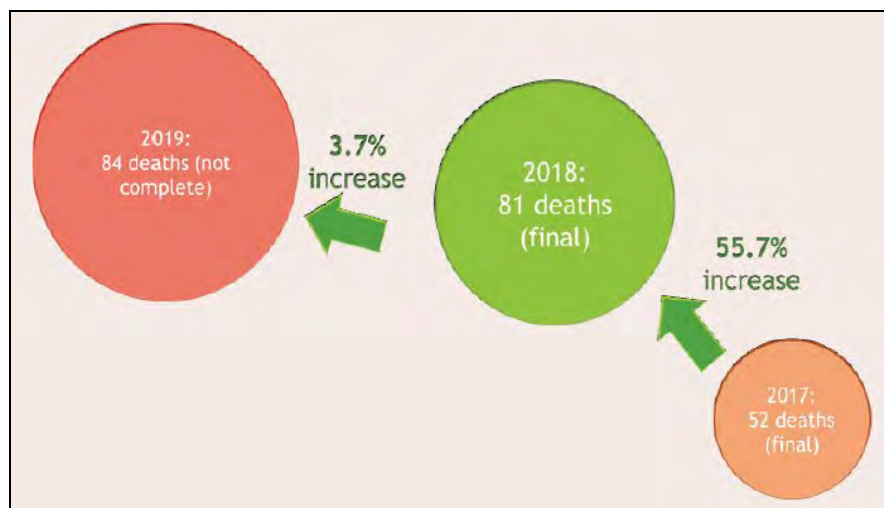


# Annual Performance Evaluation Emergency Medical Services (EMS) Year 2020

## FIGHTING THE OPIOID CRISIS

### THE EFFECTS OF THE OPIOID CRISIS IN OUR COMMUNITY

The Opioid Crisis has real consequences to the citizens of Contra Costa County. The data provided from the Contra Costa County Department of Public Health provides evidence that deaths related to opioid overdose are increasing year-over-year.



AMR Contra Costa Clinical leadership and Community Outreach team continue our efforts in the 2020 Shatter the Myths campaign aimed at addressing the Opioid Crisis facing the country. For the clinical focus on this campaign, we engaged in two initiatives: Leave-Behind Narcan and a trial study for the medication Buprenorphine.

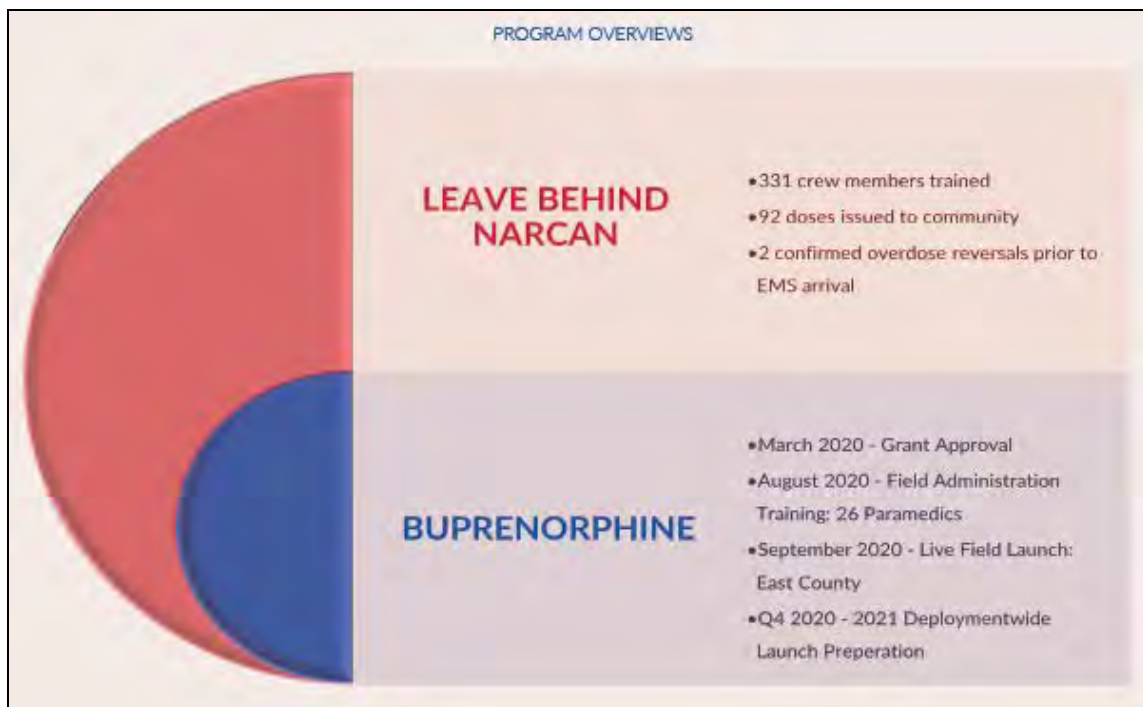
### LEAVE BEHIND NARCAN

The Leave Behind Narcan program is a means of saving the lives of patients who overdose on opiates. Opioid overdoses predominantly prohibit a person's ability to breathe effectively, thereby causing either death or severe impairment. By making Narcan available to specific members of the community, people can respond at a moment's notice to reverse the effects of opiates when seconds count. This program has distributed over 90 doses of leave behind Narcan in 2020 to various family members, users, co-users and friends who have the potential of being around individuals who may accidentally overdose or who have the potential to fall into the addictive nature of opiates.

# Annual Performance Evaluation Emergency Medical Services (EMS) Year 2020

## BUPRENORPHINE TRIAL STUDY

The Alliance and the Contra Costa County Emergency Medical Services Agency (CCCEMSA) are excited to introduce a new trial study of a medication geared towards reducing the effects of Opioid Withdrawal Syndrome (OWS) within the county: buprenorphine. This grant funded program is the second county in the nation to be involved in a buprenorphine trial study. This 18-month trial study will be structured with an implementation group of paramedics who are granted an expanded scope of practice, affording those paramedics the ability to treat OWS through the use of buprenorphine. This trial study is another support program that is accompanied with the Alliance's Leave Behind Narcan program.



# Annual Performance Evaluation

## Emergency Medical Services (EMS)

### For Year 2020

#### LUCAS DEVICE CHEST COMPRESSION SYSTEM



The LUCAS device is an easy-to-use **mechanical chest compression device** that helps lifesaving teams around the world deliver high-quality, guidelines-consistent chest compressions to sudden cardiac arrest patients, in the field, on the move and in the hospital. CCCFPD purchased thirty (30) devices and placed one device in service for every emergency CCCFPD apparatus.

- Provides high quality CPR consistently over time.
- Mechanical CPR has been shown to be effective in maintaining high perfusion.
- Additionally, it helps with freeing up first responders to work on the patient, can help them stay safe while in transport, can calm the scene, and the patient and device can go straight into the Cardiac Catherization laboratory as the device is radio-translucent.



# Annual Performance Evaluation

## Emergency Medical Services (EMS)

For Year 2020

### CLINICAL PERFORMANCE

#### **1 of 2 (Spring) Mandatory Training:**

The focus of the first mandatory training was a Cardiac Arrest based refresher that reviewed the newly implemented CPR-HD script roles and responsibilities. The training reinforced the positive change in survivability and highlighted the impact of the new system of care. Additional items reviewed were the Leave Behind Narcan project, implementation of QuikClot, and interoperability training with our air ambulance partners. The Leave Behind Narcan project is a novel approach to distributing Narcan to community members who have high probabilities of being around someone with Opiate Use Disorder. The program encourages our EMTs and Paramedics to distribute the medication to loved ones, family members, co-users, and other individuals who have a high likelihood of using the medication to reverse Opiate overdose. The QuikClot training reviewed the best practice and methodology behind the use of QuikClot. QuikClot is considered a hemostatic agent that is often found in military use to stop bleeding. QuikClot's hemostatic gauze supports the body's natural clotting process which in turn stops bleeding and prevents further deterioration of the patient. The air interoperability training instills best practice when considering the use of air resources for a patient whose destination hospital has been designated as a specialty facility such as a Trauma Center, Burn Center, Pediatric Center, and or other facilities.

#### **2 of 2 (Fall) Mandatory Training:**

This training focused on Disaster Response. This is an annual training refresher that outlines the latest information and changes to disaster management and response. Incident Command Structure (ICS) is the standard approach for large events that helps the continuity of communication standards and allows for the coordination of resources to mitigate disasters. Training also touched on a review of the Spinal Motion Restriction (SMR), aimed at mitigating negative ramifications for patients suffering from spinal injuries. Additionally, training was conducted on the importance of the Critical Incident Stress Management (CISM) program for employees. This wellness training provides information and self-recognition training for potential stress indicators that lead to detrimental outcomes for caregivers. This is important to reinforce the pathways and assistance provided to caregivers who provide the emergency care to our communities. This training reviewed Cardiac Arrest data and best practices highlighting system improvement. The training was structured to provide aggregate data reflecting the increase in our out of hospital survivability rates with our Utstein 1 increasing from year 2018 at 39 to 47.5 and our Utstein 2 increasing from year 2018 at 31 to 40. Our clinical team found areas which could improve our cardiac arrest patient care, for instance decreasing the time off chest and better sequencing of charging the monitor prior to stopping to assess the patient underlying heart rhythm. These two concepts were outlined as expectations of the employees to encourage the positive progression in our survivability rates. The training also consisted of EKG best practices for acquiring patient 12-lead heart rhythms reviewing lead placement and better practices for positioning patients for 12-lead EKGs and refreshed the workforce on best practice Monitor Functions use.

# Annual Performance Evaluation

## Emergency Medical Services (EMS)

For Year 2020

### WORKFORCE STABILITY

#### **Stability Efforts Through the Pandemic**

The COVID-19 Pandemic was a sobering event for EMS professionals around the world. In addition to the disruption to societal norms experienced by all Americans, EMTs and Paramedics had new threats to their personal safety at a time when the country needed them the most. To meet this challenge, the Alliance provided several resources to the frontline staff. The first tool was to provide a centralized website resource to provide a “single source of truth” on the disease that arms prehospital providers with the knowledge to protect themselves and serve their communities. The site contains up-to-date information on various aspects of the Pandemic including CDC guidelines, preventing the spread of disease, exposure guidelines, and approaches to providing care while maintaining safety precautions for themselves and the public. Employees also received supplemental sick leave hours to promote individual health and prevent the spread of disease to the workforce and public alike. To help with those that experienced difficulty providing care for their children, financial support was made available. As a token of appreciation, field providers also received an end of the year bonus for staying the course through this turbulent and relatively uncharted time.

#### **Diversity, Equity, and Inclusion Initiative**

In 2020, AMR made a commitment to develop a strong culture of diversity and inclusion for the workforce. Focus groups including front line employees, administrative staff, and leadership were held to listen and learn about ways that the organization can improve in this arena. Trainings were developed on recognizing and addressing unconscious bias. Resources were developed to improve conversations to provide equitable treatment and inclusion for all employees.

#### **Paramedic School Partnerships**

The Pandemic created barriers for Paramedic students in school as well. Progress reached a standstill for some students because they could not complete their required Clinical rotations at local hospitals, and disruption to Paramedic schools reduced the number of Paramedics entering the workforce. To address this issue, the Alliance partnered with the local Paramedic Programs and the Contra Costa County EMS Agency to create alternative methods for students to receive this clinical training through a hybrid of training in the prehospital setting and advanced simulation labs at the schools.

# Annual Performance Evaluation

## Emergency Medical Services (EMS)

For Year 2020

### FINANCIAL STABILITY AND SUSTAINABILITY

**Fiscal Stability and Sustainability:** The model continues to remain fiscally stable. Sustainability would be retrospective based on experience data for 2016-2021\* (to date). \*District staff monitored reduced 911 call volume and potential reductions in revenue as a result of reduced emergency ambulance transports during the COVID-19 pandemic. Only recently (In May, 2021) have ambulance calls and transports returned to similar volumes as the same period in 2019, pre-pandemic.

**Pricing and Revenue Recovery:** CCCFPD is recovering its cost of providing services through the current rate structure, established payer mix, and the collection rate.

The end of year fund balance in the EMS transport fund for FY 2019-20 was over \$39,000,000 (\$39,083,953).

The District continues to build appropriate reserves and prepare for future uncertainties in the health care system and payer plans. The recommendation to have a six-month reserve of operating expenses was achieved at the conclusion of the fiscal year 2018-19 when financial reserve levels reached 50% of operating expenses. This reserve amount will continue to be adjusted as the annual operating expenses for the Alliance fluctuates.

“During the COVID pandemic and the resulting reduction in call volume and ambulance transport revenue, the strong financial position of the program positioned the alliance to avoid layoffs of personnel while many ambulance programs were faced with making personnel reductions in California.”

# Annual Performance Evaluation Emergency Medical Services (EMS)

For Year 2020




End of report.

# EMERGENCY AMBULANCE SERVICE CONTRACT AUDIT FORM



## SECTION 1 – CONTACT INFORMATION

Date:	October 21, 2020	
Performed by:	Brandon Rowley	
Attendee:	Submitted by Chad Newland and Scott Newlin	
Additional Attendees:	Chief Terence Carey	

## SECTION 2 – AUDIT RESULTS

OVERALL RATING (PASS/NO PASS) Pass = P No Pass = NP In Progress = IP Plan of Action: POA	P/NP/IP/POA	
Number of deficiencies from Section 3: _____	0	Pass = less than (<) 2 deficiencies
		No Pass = greater than (>) 2 deficiencies

## SECTION 3 – EMERGENCY AMBULANCE SERVICE CONTRACT

SECTION	DESCRIPTION	P	NP	IP	COMMENTS
D.1.d. Pg. 7	<b>Ambulance Service Accreditation:</b> Must be current.	X			The renewal expired last 6/20 was granted an extension due to Covid. Letter submitted to support extension.
D.1.b.ii. D.1.f. Pg. 6&7	<b>ALS Inter-facility Program:</b> Develop and implemented within twenty (24) months.	X			Initiated in 9/2018.
D.4.a. Pg. 8	<b>Infrastructure:</b> All operational, clinical and support services are performed.	X			
D.4.b. Pg. 8	<b>Dispatch Center:</b> Operating and functioning without issues.	X			
E.4. Pg. 10	<b>Medical Reviews and Audits:</b> <ul style="list-style-type: none"> <li>• Provide Case Based Learning</li> <li>• CCCEMS Audits</li> </ul>	X			
E.7. Pg. 11	<b>Clinical Education and Training:</b> <b>EQIP:</b> <ul style="list-style-type: none"> <li>• New Employee Education</li> <li>• FTO Program</li> <li>• CE Provider</li> </ul>	X			Updated each year to reflect changes to the prehospital care manual.

SECTION	DESCRIPTION	P	NP	IP	COMMENTS
E.8. Pg. 11	<b>Clinical Quality Program Staff:</b> <ul style="list-style-type: none"> <li>• Chief Medical Advisor</li> <li>• Assoc. Medical Advisor</li> <li>• CES Director</li> <li>• CES Manager</li> <li>• CES Coordinator</li> <li>• EMS Epidemiologist/Clinical Analyst</li> </ul>	X			
E.8.g. Pg. 12		X			This would be a great opportunity to plug in EQIP and provider specific system eval.
E.9. Pg. 12	<b>IHI Certificate:</b> Clinical and Quality Personnel will have certificate within 18 months of start date of contract or hire.	X			Scott Newlin, Troy Vincent and Brandon Niven need to do this. Check deadline date.
E.10. Pg. 12	<b>Quality Leadership Council:</b> To recognize and recommend common issues related to an integrated EMS response.	X			Variety of committees: <ol style="list-style-type: none"> <li>1. EMS Chief Meeting</li> <li>2. XCC Ops Chiefs meeting</li> <li>3. MCI Communications Committee</li> <li>4. Performance Improvement Committee</li> <li>5. LEMSA meeting</li> </ol>
E.11. Pg. 13	<b>Data Gathering Tool:</b> Integrate electronic records	X			
E.12.a. Pg. 13	<b>KPIs:</b> <ul style="list-style-type: none"> <li>• Benchmarks</li> <li>• QI tools</li> <li>• Provide Reports</li> </ul>	X			
E.12.b. Pg. 13	<b>Non Clinical KPIs:</b> <ul style="list-style-type: none"> <li>• Customer Satisfaction</li> <li>• HR/Employee Satisfaction</li> <li>• Community Health</li> <li>• Fleet</li> <li>• Safety</li> <li>• Unusual Occurrences</li> <li>• Financial Stability</li> <li>• Unit Hour Ratio</li> <li>• Net Revenue</li> </ul>	X			
E.12.c. Pg. 14	<b>Medical Committee Participation:</b> Attendance.	X			
E.13. Pg. 14	<b>Medical Research:</b> <ul style="list-style-type: none"> <li>• Pilot Programs</li> <li>• Research Projects</li> </ul>	X			<ol style="list-style-type: none"> <li>1. Leave behind Narcan</li> <li>2. Bupenorphine</li> <li>3. ePOLST</li> </ol>
E.15. Pg. 15	<b>Patient Satisfaction Program:</b> Feedback for improvement.	X			888 number, customer service form, website, survey monkey evaluations. Example provided.
E.17. Pg. 15	<b>Cardiac Arrest Performance Reporting System:</b> Provide cardiac arrest reports.	X			
E.18. Pg. 15	<b>Against Medical Advice Protocol:</b> <ul style="list-style-type: none"> <li>• Protocol</li> <li>• Document failures</li> </ul>	X			



SECTION	DESCRIPTION	P	NP	IP	POA/COMMENTS
F.2. Pg. 15	<b>COI Program:</b> Develop and implement.	X			
G.1. Pg. 18	<b>Training Programs:</b> Training and education classes.	X			
G.2. Pg. 18	<b>Clinical Education Services:</b> Tracking that education and training requirements are met.	X			
G.3. Pg. 19	<b>Training Program Components:</b> New transport employees orientation.	X			
G.4. Pg. 20	<b>EMT Education/Training requirements</b>	X			
G.5. Pg. 20	<b>Paramedic Education/Training Requirements</b>	X			
G.6. Pg. 21	<b>Supervisor Education/Training Requirements</b>			X	ASTL and ICS course. Aaron working with Scott on books and process.
G.7. Pg. 21	<b>Management and Key Support Staff Education/Training Requirements</b>	X			
G.9. Pg. 22	<b>Driver Training and Safety:</b> <ul style="list-style-type: none"> <li>• 16 hour driver training program</li> <li>• EVOG</li> </ul>	X			
G.10. Pg. 22	<b>Infection Control Training:</b> Implement an infection control program.	X			
G.11. Pg. 23	<b>On-Going Evaluation of Training Programs:</b> Evaluate effectiveness of training programs.	X			
G.12. Pg. 23	<b>Quality Improvement Hotline</b>	X			
G.13. Pg. 23	<b>Diversity Awareness</b>	X			
I.3. Pg. 30	<b>Prescreening of New Hire Employees</b>	X			
I.4. Pg. 30	<b>Drug Testing</b>	X			
I.5. Pg. 30	<b>Physical Ability</b>	X			
I.6. Pg. 31	<b>Credentials:</b> Assure proper credentials of all transport employees.	X			
I.7. Pg. 31	<b>Employee Records/Termination:</b> Changes to employee status.	X			
I.8. Pg. 31	<b>Tuberculosis and Hepatitis:</b> Testing.	X			
I.9. Pg. 32	<b>Assault Management and Training:</b> Proper training.	X			

SECTION	DESCRIPTION	P	NP	IP	POA/COMMENTS
I.10. Pg. 32	Paramedic Minimum Qualifications	X			
I.11. Pg. 33	EMT Minimum Qualifications	X			
I.12. Pg. 33	Supervisors: Minimum qualifications.			X	Update. ASTL and ICS
I.13. Pg. 33	Dispatchers: Minimum qualifications.	X			
I.14. Pg. 33	Uniforms: Provided for all transport employees.	X			
I.15. Pg. 34	Fatigue Awareness and Mitigation	X			
I.16. Pg. 34	Paramedic Preceptors: <ul style="list-style-type: none"> <li>• Preceptor Training</li> <li>• Internships</li> </ul>	X			Check on meetings every 6 months. Update Verify list.
J.1. J.2. J.3. Pg. 34 & 35	Fleet and Equipment: <ul style="list-style-type: none"> <li>• 120% over peak staffing</li> <li>• 1 Bariatric transport unit</li> <li>• 1 infectious disease unit</li> <li>• 5 Supervisor vehicles</li> <li>• 3 Support Vehicles</li> <li>• 4 Disaster units</li> <li>• 2 Decon units</li> </ul>	X			
K.5. Pg. 37	Communications Staffing: <ul style="list-style-type: none"> <li>• Lead Direction</li> <li>• Dispatcher/Call taker</li> <li>• EMS Advancement series</li> <li>• QA reviewers</li> </ul>	X			
L.1. Pg. 38	Community Education: <ul style="list-style-type: none"> <li>• Health Plan</li> <li>• Community Education Accomplishments</li> </ul>	X			Bystander CPR, STEM, GALIP, EBCPR, Brave buddies, fundraisers,
L.1.a. Pg. 38	Community Educations Funding: <ul style="list-style-type: none"> <li>• Minimum of \$300,000 to community.</li> <li>• \$50,000 AED, CPR and HeartSafe</li> </ul>	X			
L.1.b. Pg. 38	Public Health Initiatives: <ul style="list-style-type: none"> <li>• AED programs</li> <li>• Hands only CPR</li> <li>• HeartSafe program</li> </ul>	X			
L.2. Pg. 39	Community Outreach Coordinator	X			
L.3. Pg. 39	Customer Satisfaction: <ul style="list-style-type: none"> <li>• Hotline</li> <li>• Tracking customer feedback</li> <li>• Proof or response's to public</li> </ul>	X			
M.4. Pg. 41	Performance Reports: Process and tracking.	X			

SECTION	DESCRIPTION	P	NP	IP	POA/COMMENTS
N.3. Pg. 42	<b>Integration with First Responders:</b> <ul style="list-style-type: none"> <li>• CE programs</li> <li>• Contract person/liaison</li> <li>• Transportation services</li> </ul>	X			
O. Pg. 42	<b>Disaster, MCI and Mutual Aid Response</b>	X			
P.10. Pg. 47	<b>First Responder Billing</b>	X			
P.11. Pg. 47	<b>Financial Reporting:</b> Demonstrate billing compliance.	X			Provided in the annual performance review.
P.12. Pg. 47	<b>Periodic Reporting:</b> Demonstrate billing compliance with current rates.	X			
Q.2. Pg. 48	<b>Medicare and Medicaid Compliance Program Requirements:</b> Comprehensive Compliance Program for services.	X			
Q.3. Pg. 48	<b>Annual Medicare Claims Review:</b> Conduct a claims review.	X			
Q.4. Pg. 48	<b>HIPPA, CAL HIPPA and HITECH Compliance Program Requirements:</b> Implement a plan and develop policies.	X			
R.1. Pg. 50	<b>Workforce Engagement:</b> <ul style="list-style-type: none"> <li>• Employee satisfaction</li> <li>• Develop measures to improve satisfaction</li> <li>• Adopt programs to improve satisfaction</li> </ul>	X			Feedback was used to work on hold overs for staff.
S.1. Pg. 51	<b>Illness and Injury Prevention</b>	X			
S.2. Pg. 51	<b>Incident Reporting, Investigation and Corrective Actions:</b> Develop, implement and maintain a program.	X			
S.3. Pg. 51	<b>Ethics and Compliance Program:</b> Develop, implement and maintain a program.	X			



Contra  
Costa  
County

To: Board of Supervisors  
From: FAMILY & HUMAN SERVICES COMMITTEE  
Date: August 10, 2021

Subject: Support for Stand Down on the Delta, September 10-13, 2021

---

**RECOMMENDATION(S):**

ENDORSE and SUPPORT the Stand Down on the Delta event for homeless veterans to be held September 10-13, 2021 at the Contra Costa Fairgrounds in Antioch.

**FISCAL IMPACT:**

There is no fiscal impact.

**BACKGROUND:**

On November 6, 2001, the Board of Supervisors referred to the Family and Human Services Committee the review of the plans and preparations for the East Bay Stand Down for Homeless Veterans. The East Bay Stand Down is a biennial event on even numbered years, and the Family and Human Services Committee considered the report from the Veterans Service Office every two years.

In September of 2015, the Delta Veterans Group held its first "Stand Down on the Delta" event, which was a four-day, three-night event where Veterans were provided full medical treatments, court and legal services, DMV, Chaplain services, housing, addiction and mental health counseling, employment and other community services.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **08/10/2021**  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: August 10, 2021

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

By: Stacey M. Boyd, Deputy

Contact: Nathan Johnson, (925)  
313-1481

cc:

### BACKGROUND: (CONT'D)

The Veterans Service Officer presented information on the first Stand Down on the Delta at the July 20, 2015 Family and Human Services Committee (FHS) meeting. Since this stand down was expected to continue as a biennial event every odd numbered years, FHS Referral No. 56 East Bay Stand Down for Homeless Veterans was expanded to include annual informational reports alternating between the East Bay Stand Down and the Stand Down on the Delta events.

At the July 26, 2021 Family and Human Services Committee meeting, the Committee approved endorsing and supporting the Stand Down on the Delta and encouraged the Delta Veterans Group to continue their fundraising efforts to procure additional portable showers as needed for the event.

The link to the following informational video, of the 2019 Stand Down on the Delta event, was included in the FHS agenda packet. The video is narrated by U.S. Army Veteran David Boatwright, who was a previous Stand Down participant and now volunteers in the Veteran community helping others find their path to success. <https://www.youtube.com/watch?v=Ur05KCRk6Ww>

### CONSEQUENCE OF NEGATIVE ACTION:

The Delta Veterans Group will not receive support and outreach from the Board.

### ATTACHMENTS

VSO Memo to FHS

Stand Down on the Delta 2021 trifold

# Contra Costa County Veterans Service Office

- ❑ 10 Douglas Drive, #100  
Martinez, CA 94553-4078  
(925) 313-1481 FAX (925) 313-1490
- ❑ 2101 Vale Road, #302  
San Pablo, CA 94806  
(510) 374-3241 FAX (510) 374-7955



- ❑ 3361 Walnut Blvd, #140  
Brentwood, CA 94513  
(925) 313-1481 FAX (925) 313-1490
- ❑ 400 Hartz Avenue, #208  
Danville, CA 94526  
(925) 313-1481 FAX (925) 313-1490

July 12, 2021

Supervisor Candace Andersen, District II, Chair  
Supervisor Diane Burgis, District III, Vice Chair  
Family and Human Services Committee

## Stand Down on the Delta for Homeless Veterans

**Background:** The Stand down on the Delta is an extraordinary event serving 350 homeless Veterans and their families from the San Francisco Bay Area. They have an opportunity to receive invaluable and diverse services and care in a safe, secure environment. The goal is to assist homeless veterans to end the cycle of homelessness by bringing into one location transitional housing opportunity, medical/dental care, legal services, benefits counseling, food, clothing, entertainment and many other services. Most important, our participants receive this care in a respectful manner and we let them know they are not forgotten. This event is supported by hundreds of dedicated community volunteers and agencies.

**Recommendation:** The Board of Supervisors endorses and supports the Stand Down on the Delta to be held September 10 through 13, 2021 at the Contra Costa County Fairgrounds, Antioch, CA.

As a volunteer and former member of the Executive Board for Stand Down on the Delta, I am pleased to present the opportunity to discuss an event that has a strong positive effect on our community.

J.R. Wilson, Board Chairman, is with us today and would like to make a few comments.

Thank you for your support on this worthy endeavor!

A handwritten signature in blue ink, appearing to read "Nathan D. Johnson".

Nathan D. Johnson  
County Veterans Service Officer





## Q&A continued

**If I am a Wheelchair Bound Veteran, will I receive transportation to the Stand Down on the Delta?**

Yes, you must obtain a blue bus pass during your pre-registration for Stand Down on the Delta for one of these three pick up sites.

**San Francisco VA Medical Center:  
4150 Clement St, San Francisco, CA 94121  
Wheelchair Bound Veterans Pick Up  
Must be pre-registered with a blue bus pass**

**Oakland VA Outpatient Clinic:  
2221 M.L.K. Jr Way, Oakland, CA 94612  
Wheelchair Bound Veterans Pick Up  
Must be pre-registered with a blue bus pass**

**Martinez VA Outpatient Clinic:  
150 Muir Road, Martinez, CA  
Wheelchair Bound Veterans Pick Up  
Must be pre-registered with a blue bus pass**

**Transportation for Wheelchair Bound Veterans is provided by the Department of Veteran Affairs.**

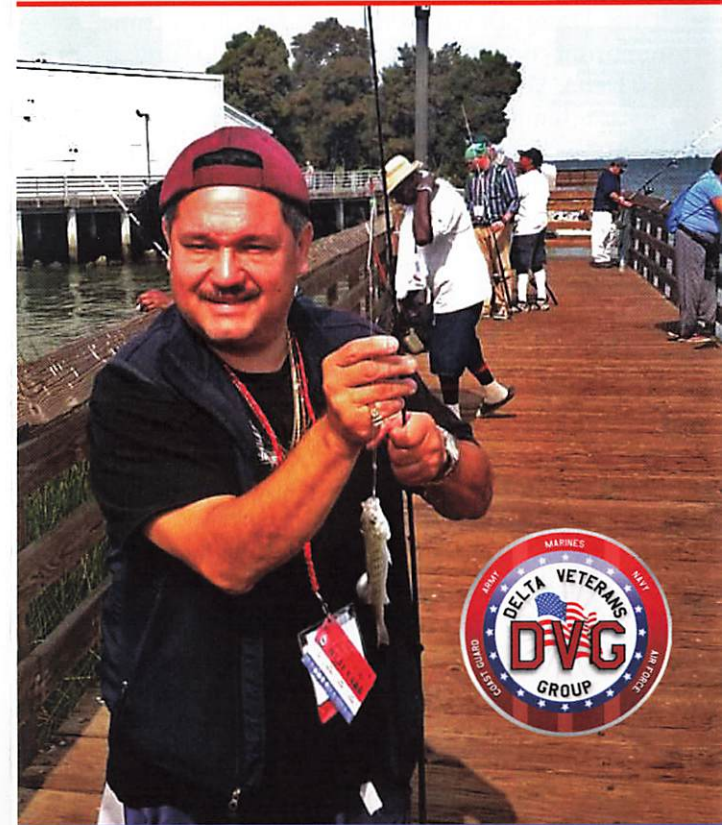
**Who can I contact with questions that come up after I register (ie: "I just found out my kids will be with me that weekend, can I add them to my registration?", "Can I bring my girlfriend?")**

Alex Alexander @ [AlexA@shelterinc.org](mailto:AlexA@shelterinc.org)  
Cell: 415-519-9983 Fax: 925-335-9815



# Stand Down On The Delta

## Participant's Guide



# 2021

Bay Area Homeless Veterans



# Overview

DVG is again undertaking the challenge of bringing Contra Costa Counties Homeless Veterans "Stand Down on the Delta 2021" September 10-13, 2021. This event will be held at the Contra Costa County Fairgrounds in Antioch, CA.

This Stand Down comes at a critical time as nonprofit organizations, serving Veterans, (such as Delta Veterans Group) come together as part of an attempt to end veteran homelessness. DVG's biennial "Stand Down on the Delta" is a key vehicle to provide tools and resources to facilitate this goal.

## Q&A

### Do I need to be COVID 19 Vaccinated?

Yes. To ensure the safety and health of all our participants and volunteers, we are requesting that all participants be vaccinated for COVID 19. The Veterans Administration will provide the resources to obtain your vaccinations **prior to the Stand Down**. If vaccinations are needed, arrangements should be made when you pre-register for the Stand Down.

### If I want to attend court, what is required?

You must complete the COURT section of the pre-registration form. The cutoff date to register for the COURT is 25 August 2021.

Contra Costa County Court will be held on Friday afternoon, September 10th, 2021.

Alameda County Court will be held on Saturday, September 11th, 2021.

### How do I get to the Stand Down on the Delta?

Transportation will be provided to the Stand Down and back to your pickup site by buses. The pickup sites are the pre-registration sites. When pre-registering, be sure to request a bus pass as you will need this to get on the bus.

### Can I provide my own transportation?

There are a limited number of parking spaces for participants. Once inside the Stand Down gates you will not have access to your vehicle, there are no "in" and "out" privileges. Please be advised, there is no security in the parking area and DVG is not responsible for any damage or theft in the parking area. The entrance to the participant parking is at the "O" street entrance and you must cross the freedom bridge by noon on Friday, September 10th, 2021.

### What items can I bring / not bring?

Please bring two sets of clothing (clothing will be handed out to you at Stand Down on the Delta) just in case we do not have your size readily available. Please bring identification if you have an I.D. (This will help you obtain certain services faster)

**NO WEAPONS, DRUGS, or ALCOHOL!**

### How will my medications be stored/handled?

Medications will be checked for Prescription and I.D. during the medical triage process at Stand Down on the Delta. If you have Medication that needs to be refrigerated, Stand Down on the Delta has refrigeration that will be secured and available for your medication storage needs.

### If I have a job interview and can't stay for the whole weekend, can I still come for the day?

No, there are NO ins and outs.

### Will showers be available?

Yes, showers will be available!

### Are pets allowed, including service animals, and what is their care and transportation plan?

PET STAND DOWN: Stand down on the Delta will be accommodating Veterans with pets. While the Veterans are given a respite from the street, their pets will receive medical care, food and socializing. Pet care will be provided on-site during the Stand Down event. Participants will have daily access to their pets once inside the Stand Down encampment during visiting hours/walking times as needed for Comfort, all in controlled areas. Veterans that need bus transportation to Stand Down and have a Pet must be directed to and given a bus pass for one of the three (3) "pet pick up" locations (S.F. Downtown Clinic, Oakland VA OPC, or Martinez VA OPC). Veterans with pets must be "pre-registered". Veterans must provide us with the number and type of animal (dog/cat) that will participate. Under "type" on the Eligibility Form please put (a) animal name, (b) species, (c) estimated weight, and (d) breed. All pets must be registered prior to the Stand Down to reserve a space on the pet shuttles that will travel with each bus as needed. At check-in in Antioch, all Veterans will briefly reunite with their pet and be asked about vaccinations and any medical conditions.

### What is the plan for CPAP machines?

If you have CPAP/Bi PAP machine please alert the Stand Down Medical team during the Triage process. You will be assigned to the Medical Special needs tent.

### Will I be able to charge my motor scooters/wheelchairs and cell phone during the Stand Down?

- Electrical Charging stations will be available just for charging Motorized Chairs and Scooters.
- Electrical phone charging stations will be spread throughout the encampment for your use.



Contra  
Costa  
County

To: Board of Supervisors  
From: FAMILY & HUMAN SERVICES COMMITTEE  
Date: August 10, 2021

Subject: Assisted Outpatient Treatment Program (Laura's Law) Annual Cumulative Evaluation Report

---

**RECOMMENDATION(S):**

ACCEPT the cumulative evaluation report from the Health Services Department on the implementation of Laura's Law – Assisted Outpatient Treatment (AOT) program during the period July 2019 through June 2020.

**FISCAL IMPACT:**

Funds are budgeted for the CCBHS portion of the AOT Program for FY 2021-22, and MHSA revenue is expected to sustain the CCBHS portion of the program costs for the fiscal years.

**BACKGROUND:**

The Assisted Outpatient Treatment Demonstration Project Act (AB 1421), known as Laura's Law, was signed into California law in 2002. Laura's Law is named after a 19 year-old woman who worked at a Nevada County mental health clinic. She was one of three individuals who died after a shooting by a psychotic individual who had not engaged in treatment. AB 1421 allows court-ordered intensive outpatient treatment called Assisted Outpatient Treatment (AOT) for a clearly defined set of individuals that must meet specific criteria. AB 1421 also specifies which individuals may request the County Mental Health Director to file a petition with the superior court for a hearing to determine if a person should be court-ordered to receive the services specified under the law.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

Action of Board On: **08/10/2021**  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: August 10, 2021

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

By: Stacey M. Boyd, Deputy

Contact: Marie Scannell

cc:



## BACKGROUND: (CONT'D)

The County Mental Health Director or his licensed designee is required to perform a clinical investigation and, if the request is confirmed, file a petition to the court for AOT. If the court finds that the individual meets the statutory criteria, the recipient will be provided intensive community treatment services and supervision by a multidisciplinary team of mental health professionals with staff-to-client ratios of not more than 1 to 10. Treatment is to be client-directed and employ psychosocial rehabilitation and recovery principles. The law specifies various rights of the recipient as well as due process hearing rights. If a person refuses treatment under AOT, treatment cannot be forced. The court orders a meeting with the treatment team to gain cooperation and can authorize a 72-hour hospitalization to gain cooperation. A Laura's Law petition does not allow for involuntary medication. AB 1421 requires that a county Board of Supervisors adopt Laura's Law by resolution to authorize the legislation within that county. AB 1421 also requires the Board of Supervisors to make a finding that no voluntary mental health program serving adults or children would be reduced as a result of implementation.

At its June 3, 2013 meeting, the Legislation Committee requested that this matter be referred to the Family and Human Services Committee (FHS) for consideration of whether to develop a program in the Behavioral Health Division of the Health Services Department that would implement assisted outpatient treatment options here in Contra Costa County.

On July 9, 2013, the Board of Supervisors referred the matter to FHS for consideration. FHS received reports on the implementation of Laura's Law on October 16, 2013 and March 10, 2014, and on February 3, 2015, the Board of Supervisors adopted Resolution No. 2015/9 to direct the implementation of Assisted Outpatient Treatment (Laura's Law) for a three-year period and directed the Health Services Department (HSD) to develop a program design with stakeholder participation. The Board further authorized the Health Services Director to execute a contract with Resource Development Associates, Inc. to provide consultation and technical assistance with regard to the evaluation of the County's Assisted Outpatient Treatment (AOT) Program for persons with serious mental illness who demonstrate resistance to voluntarily participating in behavioral health treatment.

In February 2016, Laura's Law was implemented and the Department provided FHS with status reports on September 12 and December 12, 2016, and May 22 and September 25, 2017, at which FHS received and discussed the AOT Program reports for fiscal year 2016-17 as provided by the Health Service Department and Resource Development Associates. Contra Costa Behavioral Health Services was directed to coordinate with the Health, Housing and Homeless Services Division and develop a plan to maximize enrollment in Assertive Community Treatment (ACT) of persons who are eligible for the AOT Program and are homeless or at risk of homelessness. Mental Health Systems is the contract agency providing Assertive Community Treatment to fidelity.

On October 17, 2017 the Board of Supervisors accepted the Plan for Maximum Enrollment of Persons Eligible for the AOT Program, as well as the July, 2016 through June 30, 2017 evaluation report from Resource Development Associates. On November 2, 2018 Resource Development Associates presented their Cumulative Evaluation Report to the Assisted Outpatient Treatment Workgroup and interested stakeholders for discussion and input regarding recommendations and next steps.

In September 2021, AB 1976 was approved by the Legislature and signed by Governor Newsom. This statute eliminates the sunset date for AOT programs, and requires the implementation of AOT programs for all counties that have not already implemented Laura's Law effective July 1, 2021. This has converted AOT programs from an opt-in to an opt-out County program. The statute also expands the list of individuals allowed to petition the county behavioral health department for AOT services to include a superior court judge. The change in legislation has not impacted the County's AOT program, which

exceeds the requirements set forth in the legislation.

The attached report and presentation, as approved by the Family and Human Services Committee at their July 26, 2021 meeting, from Resource Development Associates covers the 2019-2020 fiscal year. It also provides data included in the annual update required by the California Department of Health Care Services.

CONSEQUENCE OF NEGATIVE ACTION:

The report will not be received.

ATTACHMENTS

AOT Report

AOT Presentation

# Contra Costa County Assisted Outpatient Treatment (AOT)

---

## Annual Evaluation Report

Reporting Period: July 1, 2019 - June 30, 2020



Prepared by:

Resource Development Associates

July 2021





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## Acronyms and Definitions

<b>AB 1421</b>	<b>Assembly Bill 1421</b> (also known as “Laura’s Law”) authorized the provision of Assisted Outpatient Treatment (AOT).
<b>AB 1976</b>	<b>Assembly Bill 1976</b> was passed to make Laura’s Law a permanent piece of legislation in California (making AOT an opt-out program starting July 2021).
<b>AOT</b>	<b>Assisted Outpatient Treatment</b> was designed to interrupt the repetitive cycle of hospitalization, incarceration, and homelessness for people with serious mental illness who have been unable and/or unwilling to engage in voluntary services.
<b>ACT</b>	<b>Assertive Community Treatment</b> is the evidence-based behavioral health service provided to AOT and voluntary consumers in Contra Costa County. Consumers eligible for AOT are referred to an ACT program that serves only AOT-referred consumers. Consumers may enroll in services voluntarily ( <i>without</i> AOT court involvement) or through a settlement agreement or court order ( <i>with</i> AOT court involvement).
<b>NIDA ASSIST</b>	<b>National Institute on Drug Abuse’s Alcohol, Smoking and Substance Involvement Screening Test</b> assesses an ACT consumer’s use of substances over the last three months.
<b>CCBHS</b>	<b>Contra Costa County Behavioral Health Services</b> provides behavioral health services to AOT consumers through an ACT program operated by Mental Health Services (MHS). The AOT program is a collaborative partnership between CCBHS, the Superior Court, County Counsel, the Public Defender, and MHS.
<b>COVID-19 SIP</b>	<b>Coronavirus Disease 19 Shelter in Place</b> orders began in California on March 19, 2020 and closed all non-essential businesses.
<b>DHCS</b>	<b>California Department of Health Care Services</b> oversees AOT programs across the state by collecting consumer data and evaluating AOT consumer outcomes.
<b>FMH</b>	CCBHS <b>Forensic Mental Health</b> receives AOT referrals, conducts the referral investigation, and connects referred individuals to the ACT program or other mental health services.
<b>FY 2019-20</b>	The California <b>Fiscal Year 2019-2020</b> ran from July 1, 2019 to June 30, 2020.
<b>KET</b>	ACT <b>Key Event Tracking</b> is completed when an ACT consumer experiences a life change in the following areas residential (includes hospitalization and incarceration), education, employment, sources of financial support, legal issues/designations, emergency intervention, health status, and substance abuse.
<b>MacArthur Tool</b>	<b>MacArthur Abbreviated Community Violence Instrument</b> assesses an ACT consumer’s history of violence and victimization in the past month.

<b>MHS</b>	<b>Mental Health Systems</b> is the ACT contracted provider organization in Contra Costa County. MHS also conducts the initial outreach and engagement to individuals referred from FMH.
<b>N, n</b>	<b>N</b> refers to the total population included in each analysis, while <b>n</b> refers to the sample size, or subset of the population.
<b>PAF</b>	ACT <b>Partnership Assessment Form</b> is completed at admission to the ACT program to collect current and historical consumer information. Baseline data about a consumer's residential (includes hospitalization and incarceration), education, employment, sources of financial support, legal issues/designations, emergency intervention, health status, and substance abuse status are reported in the PAF.
<b>RDA</b>	<b>Resource Development Associates</b> was contracted by the County to assess the implementation of the County's AOT program.
<b>SSM</b>	The <b>Self Sufficiency Matrix</b> is an instrument used to assess consumers' social functioning and independent living.

# Introduction

---

## Background Information

In 2002, the California legislature passed Assembly Bill (AB) 1421 (also known as “Laura’s Law”), which authorized the provision of Assisted Outpatient Treatment (AOT) in counties that adopt a resolution for its implementation. AOT is designed to interrupt the repetitive cycle of hospitalization, incarceration, and homelessness for people with serious mental illness who have been unable and/or unwilling to engage in voluntary services. AOT uses an expanded referral and outreach process that may include civil court involvement, whereby a judge may order participation in outpatient treatment. The California Welfare and Institutions Code<sup>1</sup> defines the target population, intended goals, and specific suite of services required to be available for AOT consumers in California (see Appendix I).

On February 3, 2015, the Contra Costa County Board of Supervisors adopted a resolution to authorize the implementation of AOT. Currently, Contra Costa County Behavioral Health Services (CCBHS) provides behavioral health services to AOT consumers through an Assertive Community Treatment (ACT) team operated by Mental Health Systems (MHS), a contracted provider organization. Contra Costa’s AOT program represents a collaborative partnership between CCBHS, the Superior Court, County Counsel, the Public Defender, and MHS. Community mental health stakeholders and advocates have remained involved in providing feedback and supporting the program to meet its intended objectives. The County’s AOT program became operational on February 1, 2016 and accepted its first consumer in March 2016.

ACT is an evidence-based service delivery model for people with serious mental illness who are at-risk of or would otherwise be served in institutional settings or experience homelessness. ACT has the strongest evidence base of any mental health practice for people with serious mental illness and, when implemented to fidelity, ACT produces reliable results for consumers. Such results include decreased negative outcomes (e.g., hospitalization, incarceration, and homelessness) and improved psychosocial outcomes (e.g., improved life skills and increased involvement in meaningful activities).

### **AB 1976 and Changes to AOT Laws**

In September 2020, Assembly Bill 1976 (AB 1976) was passed to make Laura’s Law a permanent piece of legislation in California. Moreover, AB 1976 changes AOT from an opt-in program to an opt-out program starting July 1, 2021. California counties are now required to implement AOT unless they publicly explain their reasons for opting out of program participation. The bill also adds judges to the list of individuals who can refer an individual for AOT. Beyond the addition of judges to the accepted referral list, AB 1976 does not affect existing AOT programs in any other ways.

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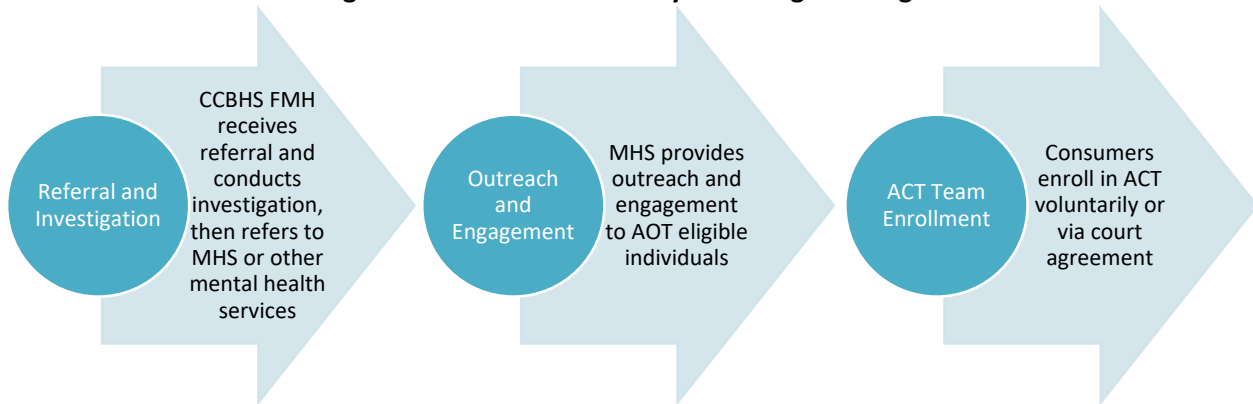
<sup>1</sup> Welfare and Institutions Code, Section 5346



## Contra Costa County’s AOT Program Model

Contra Costa County has designed an AOT program model that responds to the needs of its communities and exceeds the requirements set forth in the legislation. The Contra Costa County AOT program includes a Care Team comprised of CCBHS Forensic Mental Health (FMH) and MHS staff. Figure 1 below depicts the County’s AOT program stages from pre-enrollment (Referral and Investigation; Outreach and Engagement) through enrollment.

**Figure 1. Contra Costa County AOT Program Stages**



### AOT Process

As originally designed, the first stage of engagement with Contra Costa County’s AOT program is through a telephone call referral whereby any “qualified requestor” can make an AOT referral.<sup>2</sup> Within 48 hours, a CCBHS mental health clinician connects with the requestor to gather additional information on the referral and then reaches out to the referred individual to begin determining if they meet AOT eligibility criteria (see Appendix I).

If the person initially appears to meet eligibility criteria, a CCBHS investigator from the FMH staff facilitates a face-to-face meeting with the consumer and/or support networks to gather information; attempts to engage the consumer; and develops an initial care plan. If the consumer continues to meet all nine eligibility criteria, FMH investigators share the consumer’s information with the MHS team. MHS then conducts outreach and engagement activities with the consumer to encourage their participation in ACT. If at any time the consumer accepts voluntary services and continues to meet eligibility criteria MHS begins the ACT enrollment process. If the person does not meet all nine AOT eligibility criteria but is in need of mental health services, FMH staff work to connect them to the appropriate type and level of behavioral health services. Such service linkages include connections to:

- ❖ Full Service Partnerships;
- ❖ Clinical case management and/or medication management;

<sup>2</sup> Qualified requestors include: An adult who lives with the individual; Parent, spouse, adult sibling, or adult child of the individual; Director of an institution or facility where the individual resides; Director of the hospital where the person is hospitalized; Treating or supervising mental health provider; Probation, parole, or peace officer.

- ❖ Private providers or Kaiser;
- ❖ Medical care; and
- ❖ Alcohol and other drug services.

However, if after a period of outreach and engagement, the consumer does not accept voluntary services and continues to meet eligibility criteria, the County mental health director or designee may choose to complete a declaration and request that County Counsel file a petition with the court. Utilizing a collaborative court model that combines judicial supervision with community mental health treatment and other support services, Contra Costa County then holds one to two court hearings. At the first hearing, the consumer has the option to enter into a voluntary settlement agreement with the court to participate in AOT.

If the consumer continues to refuse AOT and is unwilling to enter into a voluntary settlement agreement, then he/she may be court ordered into AOT for a period of no longer than six months at the second court hearing. After six months, if the judge deems that the person continues to meet AOT criteria, they may authorize an additional six-month period of mandated participation. Consumers may also choose to voluntarily continue with services. At every stage of this process, CCBHS' FMH and MHS staff continue to offer the individual opportunities to engage voluntarily in services. Conversely, the AOT Care Team may recommend a 72-hour 5150 hold if the consumer meets existing criteria and is resistant to services.

## Organization of the Report

The following report of Contra Costa County's AOT program implementation and outcomes is broken into four sections, highlighted below:

- ❖ Methodology
- ❖ Pre-ACT Enrollment Findings
- ❖ ACT Enrollment Findings
- ❖ Summary of Findings

The *Methodology* section provides a brief description of the data sources and analysis techniques used to address the required DHCS outcomes. This is followed by a discussion of findings from our evaluation of Contra Costa County's processes for AOT referral, investigation, and outreach and engagement in the *Pre-ACT Enrollment Findings* section. The *ACT Enrollment Findings* section then describes the consumer profile in Contra Costa County, as well as consumers' service engagement and outcomes during ACT enrollment. Finally, the *Summary of Findings* section highlights key findings from the County's AOT implementation during fiscal year 2019-2020.

# Methodology

RDA worked closely with CCBHS and MHS to assess the implementation of the County’s AOT program, as well as the extent to which individuals receiving AOT services during fiscal year 2019-2020 (FY 2019-20) experienced: 1) decreases in hospitalization, incarceration, and homelessness; and 2) improvements in psychosocial outcomes such as social functioning and independent living skills. This evaluation is intended to include information to meet regulatory DHCS requirements. In order to report on these requirements for consumers receiving AOT services during FY 2019-20, the following consumers were included in the analysis:

- ❖ **Evaluation Period:** July 1, 2019 through June 30, 2020
- ❖ **Consumers Included:** Any consumer who was referred to FMH, found to be AOT eligible, and received ACT services during the evaluation period
- ❖ **Consumers Excluded:** Any consumer who was referred to FMH and closed to the AOT process before the end of the evaluation period

## Data Measures and Sources

RDA worked with CCBHS and MHS staff to obtain the data necessary to address the DHCS reporting requirements for the FY 2019-20 from several data sources. Table 1 presents the County departments or agencies that provided data for this evaluation, as well as the data sources and elements captured by each data source. Appendix II provides additional information on each data source.

**Table 1. Data Sources and Elements**

County Agency/ Department	Data Source	Data Element
<b>Contra Costa County Behavioral Health Care Services</b>	CCBHS FMH AOT Request Log	<ul style="list-style-type: none"> <li>• Individuals referred</li> <li>• Qualified requestor information</li> </ul>
	CCBHS FMH AOT Investigation Tracking Log	<ul style="list-style-type: none"> <li>• CCBHS investigation attempts</li> </ul>
	Contra Costa County PSP and ShareCare Billing Systems	<ul style="list-style-type: none"> <li>• Behavioral health service episodes and encounters, including hospitalizations and crisis episodes</li> <li>• Consumer diagnoses and demographics</li> </ul>
	Contra Costa County Epic Electronic Health Record	<ul style="list-style-type: none"> <li>• Booking and release dates</li> </ul>
<b>Mental Health Systems</b>	MHS ACT Client List	<ul style="list-style-type: none"> <li>• ACT consumers</li> <li>• Substance abuse diagnoses</li> <li>• Vocational service participation</li> </ul>
	MHS Outreach and Engagement Log	<ul style="list-style-type: none"> <li>• Outreach and engagement encounters</li> </ul>

County Agency/ Department	Data Source	Data Element
	PAF and KET in Microsoft Access Database	<ul style="list-style-type: none"> <li>Residential status, including homelessness</li> <li>Employment</li> <li>Education</li> <li>Financial support</li> </ul>
	MHS Outcomes Spreadsheet	<ul style="list-style-type: none"> <li>Social Functioning</li> <li>Independent Living</li> <li>Recovery</li> <li>Substance Use</li> <li>Violence and Victimization</li> <li>Consumer and Family Satisfaction</li> </ul>

In order to ensure the reporting process met the requirements stated in Section 5348 of the Welfare and Institutions Code, RDA mapped the data source onto each reporting requirement (see Table 2). In 2020, the DHCS changed their reporting requirements and developed the AOT Survey Tool. Therefore, in addition to this report, RDA will also use the AOT Survey Tool to report on the County’s AOT program to the DHCS. This report will continue to be used by Contra Costa County to support programmatic improvement and community discussions.

**Table 2. DHCS Reporting Requirements and Corresponding Data Sources**

DHCS Reporting Requirement	Data Source
<b>The number of persons served by the program</b>	CCBHS FMH AOT Request Log, CCBHS FMH AOT Investigation Tracking Log, MHS ACT Client List
<b>The extent to which enforcement mechanisms are used by the program, when applicable</b>	CCBHS Care Team (FMH and MHS teams) Communications
<b>The number of persons in the program who maintain contact with the treatment system</b>	Contra Costa PSP and ShareCare Billing Systems
<b>Adherence/engagement to prescribed treatment by persons in the program</b>	Contra Costa PSP and ShareCare Billing Systems
<b>Substance abuse by persons in the program</b>	MHS ACT Client List
<b>Type, intensity, and frequency of treatment of persons in the program</b>	Contra Costa PSP and ShareCare Billing Systems
<b>The days of hospitalization of persons in the program that have been reduced or avoided</b>	Contra Costa PSP and ShareCare Billing Systems
<b>The number of persons in the program with contacts with local law enforcement, and the extent to which local and state incarceration of persons in the program has been reduced or avoided</b>	Contra Costa County Epic Electronic Health Record
<b>The number of persons in the program able to maintain housing</b>	Partnership Assessment Form (PAF) and Key Event Tracking (KET)
<b>The number of persons in the program participating in employment services programs, including competitive employment</b>	MHS ACT Client List, PAF and KET

DHCS Reporting Requirement	Data Source
<b>Social functioning of persons in the program</b>	Self Sufficiency Matrix (SSM)
<b>Skills in independent living of persons in the program</b>	Self Sufficiency Matrix (SSM)
<b>Victimization of persons in the program</b>	MacArthur Abbreviated Community Violence Instrument <sup>3</sup>
<b>Violent behavior of persons in the program</b>	MacArthur Abbreviated Community Violence Instrument <sup>3</sup>
<b>Frequency of substance use of the persons in the program</b>	National Institute on Drug Abuse (NIDA) Quick Screen and Modified Alcohol, Smoking and Substance Involvement Screening Test (ASSIST)
<b>Satisfaction with program services both by those receiving them and by their families, when relevant</b>	MHS Consumer Satisfaction Surveys

## Data Analysis

RDA matched consumers across the disparate data sources described above and used descriptive statistics (e.g., frequencies, mean, and median) for all analyses, including pre- and post-enrollment outcome analyses.<sup>4</sup> As the Contra Costa County’s AOT program has been active since February 2016, some consumers have had the opportunity to engage in the program, close, and re-enroll. In order to accurately capture the variation in their experiences, RDA made the following analytic choices regarding consumers with multiple enrollments:

- ❖ **Service Participation:** Consumers’ multiple enrollments were treated as unique enrollments to determine the intensity and frequency of their service experiences.
- ❖ **Consumer Outcomes:** The date of consumers’ first ACT enrollment was used to distinguish pre- and post-enrollment consumer outcomes for individuals with multiple enrollments. This means that for all consumers, outcomes (e.g., hospitalization) that occurred after a first enrollment were treated as post-enrollment outcomes.

To compare pre- and during-enrollment outcomes (i.e., hospitalizations, crisis episodes, and criminal justice involvement), RDA analyzed the rate (per 180 days) at which consumers experienced hospitalization, crisis, and incarceration outcomes prior to and after enrolling in ACT. To calculate rates of occurrence prior to a consumers’ enrollment, RDA used each consumer’s data for the year (365 days) prior to their program enrollment date. During enrollment, the rate of occurrence was determined with respect to the number of days a consumer was enrolled in the ACT program, which varied by consumer.<sup>5</sup>

<sup>3</sup> Due to limited response rates, the MacArthur Instrument is not included in this report. MHS has changes their assessment processes to increase use of this assessment, which will be included again in future years.

<sup>4</sup> Frequencies and percentages are presented throughout this report. In some cases, totals may not sum to 100% due to rounding.

<sup>5</sup> Consumer enrollment ranged from less than a month to over four years.

RDA did not conduct this standardization with any self-reported data. Additionally, when conducting the service participation analyses and consumer hospitalization, crisis, and incarceration outcomes analyses, RDA removed consumers who had less than 30 days of enrollment data.

## Limitations and Considerations

As is the case with all “real-world” evaluations, there are important limitations to consider when reading this report. One consideration is that only 90 consumers participated in the AOT treatment program during FY 2019-20. While this number is in alignment with the County’s expectations for program participation, the relatively small number of individuals enrolled in FY 2019-20 can lead to significant shifts in the data based on the experiences of few individuals. This is particularly true when assessing the proportion of individuals who experienced crisis, hospitalization, and criminal justice involvement. Thus, findings should be interpreted with caution.

For RDA’s comparison of consumers’ pre-enrollment and during enrollment experiences, it is important to note that there is variability in the amount of data available for consumers’ enrollment periods. The DHCS now requires counties to assess 12 months of pre-enrollment data for consumers.<sup>6</sup> On average, consumers were enrolled for 23 months.<sup>7</sup> However, consumers’ enrollment periods vary from less than a month to over four years. To account for differences in the amount of enrollment data available across all clients, RDA standardized its reported outcomes measures in this report to rates per 180 days for all crisis, hospitalization, and booking findings.

Additionally, a number of the analyses presented rely on self-reported data (e.g., PAF, KET, SSM, and MacArthur Tool). Self-reported data often have reliability and validity issues, as consumers may not be able to recall experiences or be willing to share them for fear of stigmatization or negative consequences. RDA reports on all ACT consumers with available data for a given analysis, which can result in differences in the number of consumers included across findings presented in this report. To clarify the number of consumers included in each analysis, RDA highlights the Ns reported on across each set of findings.

Finally, it is important to note that a global pandemic and subsequent public health orders to shut down all non-essential business took place during this reporting period. CCBHS kept all mental health clinics open during this period and was able to continue providing the AOT program through a mix of in person and telehealth services. However, as with all organizations and individuals, the transition to the new requirements and remote work was challenging. In particular, the County faced staffing shortages due to turnover and the pandemic-related hiring freeze. As the County’s Care Team had to increase its time and energy on providing services and supporting consumers during this time, consistently tracking data became a difficult activity to maintain; therefore, there are greater instances of missing or unknown data in this report.

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<sup>6</sup> RDA’s analysis assumes all AOT consumers lived in Contra Costa County for the year prior to their enrollment. This assumption aligns with available pre-enrollment data.

<sup>7</sup> Consumers enrolled for less than a month were excluded from these analyses.



# Findings

## Pre-ACT Enrollment Findings

In FY 2019-20, Contra Costa County received 117 referrals to AOT for 111 unique individuals. The following sections report on Contra Costa County’s processes for AOT referral, investigation, and outreach and engagement, and highlight key findings across each area.

### Referral for AOT

*The majority of AOT referrals (60%) continue to come from consumers’ family members.*

As Table 3 demonstrates, 95% of all referrals to AOT were made by family members, mental health providers, or law enforcement officials. Family members made over half (60%) of the 117 referrals to AOT, while mental health providers and law enforcement officials made 30% and 5% of referrals to AOT, respectively. An additional 5% of referrals came from a legal guardian or financial protector or an unknown requestor.<sup>8</sup>

**Table 3. Summary of Requestor Type (N = 117)**

Requestor	Percent of Total Referrals (N = 117)
Parent, spouse, adult sibling, or adult child	60% (n = 70)
Treating or supervising mental health provider	30% (n = 35)
Probation, parole, or peace officer	5% (n = 6)
Legal guardian/protector	1% (n = 1)
Other/Unknown	4% (n = 5)

### Care Team

Contra Costa County’s Care Team consists of CCBHS’ FMH and MHS staff. CCBHS FMH receives all AOT referrals and conducts an investigation for each individual referred in order to determine AOT eligibility (see Appendix I). CCBHS FMH refers AOT-eligible consumers to MHS staff, who conduct outreach and engagement to enroll consumers in ACT services.

### Investigation

After CCBHS receives an AOT referral, the FMH team conducts an investigation to determine if the individual meets the eligibility criteria for the AOT program. In addition to consulting prior hospitalization and mental health treatment records for the individual and gathering information from the qualified requestor, the FMH investigation team also attempts to contact the referred individual in the field.

<sup>8</sup> For five referrals, the relationship of the requestor was classified as other or unknown.

***Approximately 22% (n = 26) of consumers were identified as eligible for AOT and referred to MHS for outreach and engagement.***

As shown in Table 4, FMH received and investigated 117 referrals for AOT in FY 2019-20. Of those referrals, almost one-fourth (22%, n = 26) were referred to MHS for outreach and engagement and potential enrollment in ACT. FMH connected or re-connected 17 (15%) consumers to a mental health provider, while 13 (11%) consumers were still under investigation at the end of the reporting period.

**Table 4. Outcome of CCBHS Investigations for Consumers Referred in FY 2019-20 (N = 117)**

Investigation Outcome	Referred Consumers	% of Referred Consumers
<b>Referred to MHS</b>	25	21%
<b>Engaged or Re-Engaged with a Provider</b>	20 <sup>9</sup>	17%
<b>Ongoing Investigation</b>	13	11%
<b>Investigated and Closed</b>	59	50%

Over half of individuals (50%, n = 59) referred to AOT were investigated and closed. Of those, 38 consumers determined to be ineligible, the majority either did not meet all nine eligibility requirements (36%, n = 21) or were unable to be located (25%, n = 15).<sup>10</sup> An additional 9 consumers (15%) were closed for one of the following reasons:

- ❖ They were unable to be assessed for eligibility (i.e., moved out of County, extended incarceration, or extended hospitalization); or
- ❖ The qualified requestor could not be reached.

CCBHS FMH worked to connect individuals who were ineligible for AOT to the appropriate level of mental health treatment and provided resources and education for family members of these individuals.

The resources provided by the investigation team included system navigation support (information on how to access services with consumers’ private insurance), referrals to alcohol and other drug treatment services-outpatient, residential treatment services, out of county resources (access line, mental health services, etc.), community resources (e.g., Putnam Club), miscellaneous resources (SSI, warming centers, general assistance, etc.), and sober living environments. Of the 117 referrals received in FY 2019-20, 55% (n = 64) corresponded to homeless consumers.<sup>11</sup> The investigation team offered housing resources to all AOT referred individuals who reported unstable housing, regardless of their investigation outcome. However, FMH faced challenges contacting consumers and connecting them with services due to COVID-19’s impact on the capacity of housing resources (i.e., shelters) and the discharge and release of a large number of individuals from hospitals and justice system facilities. The County’s investigation team

<sup>9</sup> FMH referred three consumers to MHS that were already receiving ACT services. These consumers were recoded as “Engaged or Re-engaged with a Provider.”

<sup>10</sup> For 14 referrals (24%), the reason for closing the investigation was unknown.

<sup>11</sup> The investigation team referred eleven of these consumers (17%) to MHS and engaged or re-engaged four individuals (6%) with a provider. FMH investigated and closed 77% of the 64 referrals (n = 49) because consumers were unable to be located (n = 18), did not meet the eligibility criteria (n = 9), or were unable to be assessed and/or the qualified requestor could not be reached (n = 12). Ten of these 49 closed referrals corresponding to homeless consumers had an unknown reason for closing the investigation.

continued to be persistent in their efforts to locate consumers, determine consumers' eligibility for AOT, and connect eligible consumers to MHS.

In order to capture the complete efforts of the FMH team, RDA included all investigation data for consumers who were under investigation during FY 2019-20. Therefore, if a consumer's eligibility investigation began in late FY 2018-19 and carried over into FY 2019-20, RDA included all of that consumer's investigation data. On average, CCBHS FMH's investigation team made about nine contact attempts to reach each individual referred to AOT. The average duration of the investigation attempts was 31 minutes. The investigation team worked to meet consumers "where they're at," as evidenced by the variety of locations where investigation contacts occurred. Due to the impact of COVID-19 on data collection, the investigation team was not able to retrieve location information for 24% of investigation attempts (n=250). The following percentages were calculated excluding the attempts with unknown location.

Investigation teams attempted to connect with consumers in the field 12% (n = 100) of the time. They also met consumers at the investigation team's office (6%, n = 50), as well as consumers' homes (4%, n = 34); 9% of encounters occurred at correctional facilities, emergency rooms, psychiatric and healthcare facilities, residential centers, or jails. Approximately three quarters (70%, n = 570) of investigation encounters occurred either over the phone or in a county office. About one-fifth (20%, n = 114) of these phone or office contacts represent the initial two contact attempts made by the FMH investigation team.

### Outreach and Engagement

If the CCBHS FMH team determines that a consumer is eligible for AOT, the consumer is connected with MHS. The MHS team then conducts outreach and engagement activities with those individuals and their family to engage the individual in AOT services. As per the County's AOT program design, MHS is charged with providing opportunities for the consumer to participate on a voluntary basis. If, after a period of outreach and engagement, the person remains unable and/or unwilling to voluntarily enroll in ACT and continues to meet AOT eligibility criteria, MHS may refer the individual back to FMH to file a petition to compel court ordered participation.

### *MHS' multidisciplinary team provided intensive outreach and engagement to consumers in a variety of settings.*

During FY 2019-20, MHS served 107 consumers in some capacity, either providing outreach and engagement or ACT services. Some consumers only received outreach and engagement services in FY 2019-20, while others also enrolled in ACT at some point during the fiscal year. As shown in Table 5, 30 consumers received outreach and engagement services in FY 2019-20. Of those who received outreach and engagement services in FY 2019-20, 17 enrolled in ACT. Another 73 consumers received outreach and engagement prior to FY 2019-20 and remained enrolled in ACT during FY 2019-20.

MHS made an intentional effort to engage consumers in ACT services quickly over the past year. Previously, there was a mandatory wait time of five meetings so that a consumer could get to know the

team before they were enrolled in ACT. However, the MHS team found that consumers tended to become less engaged and interested in the program during this introductory period, so this wait time was removed. In addition, MHS stated that the AOT Supervisor has been very successful in connecting with consumers the same day they are referred. The combination of connecting with consumers as soon as a referral is received and enrolling them in ACT as soon as they agree has resulted in AOT consumers receiving services expeditiously. There has been a clear decrease in the number of outreach attempts made by MHS over the course of the County’s AOT program. During FY2017-18, MHS made an average of 9.6 outreach attempts for each consumer. This decreased to 5.26 outreach attempts in FY2018-19 and 4.76 outreach attempts in FY 2019-20.<sup>12</sup>

In order to capture the total effort of MHS’s team, RDA included all outreach and engagement efforts for ACT-enrolled consumers who were enrolled in FY 2019-20 in the following analyses. In other words, for all consumers who were part of the ACT program in FY 2019-20 but received outreach and engagement services during previous fiscal years, RDA included their outreach and engagement data in this analysis. As shown in Table 5, 17 of the 34 (50%) consumers who received outreach and engagement during this time period subsequently enrolled in ACT services, and an additional 2 consumers (6%) were still in the outreach and engagement process as of June 30, 2020.

**Table 5. MHS Service Summary (N = 107)<sup>13</sup>**

Consumer Status	Number of Consumers	% of Consumers
<b>Received Outreach in FY 2019-20</b>	<b>34</b>	<b>32%</b>
<i>Outreach is Ongoing</i>	2	
<i>Outreach Closed</i>	15	
<i>Enrolled in ACT</i>	17	
<b>Received Outreach in 2018/19 or before; ACT services in FY 2019-20</b>	<b>73</b>	<b>68%</b>

MHS provided outreach and engagement services to consumers and their support networks. MHS made 825 outreach attempts with the consumers either enrolled in AOT or referred to MHS for AOT in FY 2019-20. The ACT team conducted the majority (64%, n = 526) of its consumer outreach attempts in-person. Less than one-fifth (18%, n = 164) of their outreach efforts were with consumers’ family members or other community service providers (see Figure 2).<sup>14</sup>

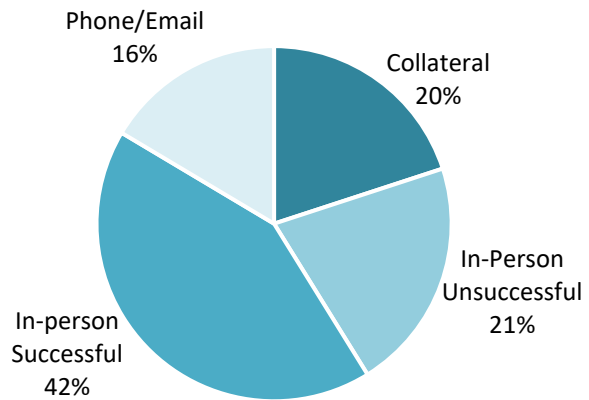
<sup>12</sup> In some cases, this decrease may be due to previous engagement with MHS (e.g., previous AOT referral) or missing data.

<sup>13</sup> Seven referrals listed as “Referred to MHS” by FMH were missing MHS outreach information and are not included in this table.

<sup>14</sup> MHS outreach attempts without a location listed and no time associated with the service were coded as phone/email. Four in-person encounters were missing information on the outcome of the outreach, successful or not successful, so they are not included in this figure.

MHS relies on a multidisciplinary team to conduct outreach and engagement. Thirty-nine percent (39%, n = 324) of outreach attempts were by a peer partner and 40% (n = 330) were made by a supervisor/lead. Alcohol and drug specialists, case managers, nurses, psychiatrists, and housing support specialists also made outreach attempts during the evaluation period. As with the County’s investigation team, MHS persisted in their efforts to meet consumers “where they’re at.” Over one-fifth of attempts (21%, n = 190) occurred at a consumer’s home, while approximately over one-third of (38%, n = 310) attempts occurred in the community or the MHS office. The ACT team also attempted to connect with consumers at a hospital or crisis stabilization facility, other community service provider locations, and criminal justice sites, such as jails.

**Figure 2. MHS Outreach and Engagement Attempts (N = 821)**



**Referral to Enrollment Summary**

*The average length of time from AOT referral to enrollment was 119 days for ACT consumers during FY 2019-20.*

Contra Costa County designed an AOT program model that sought to engage and enroll consumers in the ACT program within 120 days of referral. Collectively, it took the Care Team approximately 119 days on average (median of 85 days) to conduct investigation, outreach and engagement, and enrollment of consumers (N =74).<sup>15</sup> The length of time from referral to enrollment was slightly less, 111 days (median of 43 days), for consumers who began the ACT program in FY 2019-20 (n = 15).<sup>16</sup>

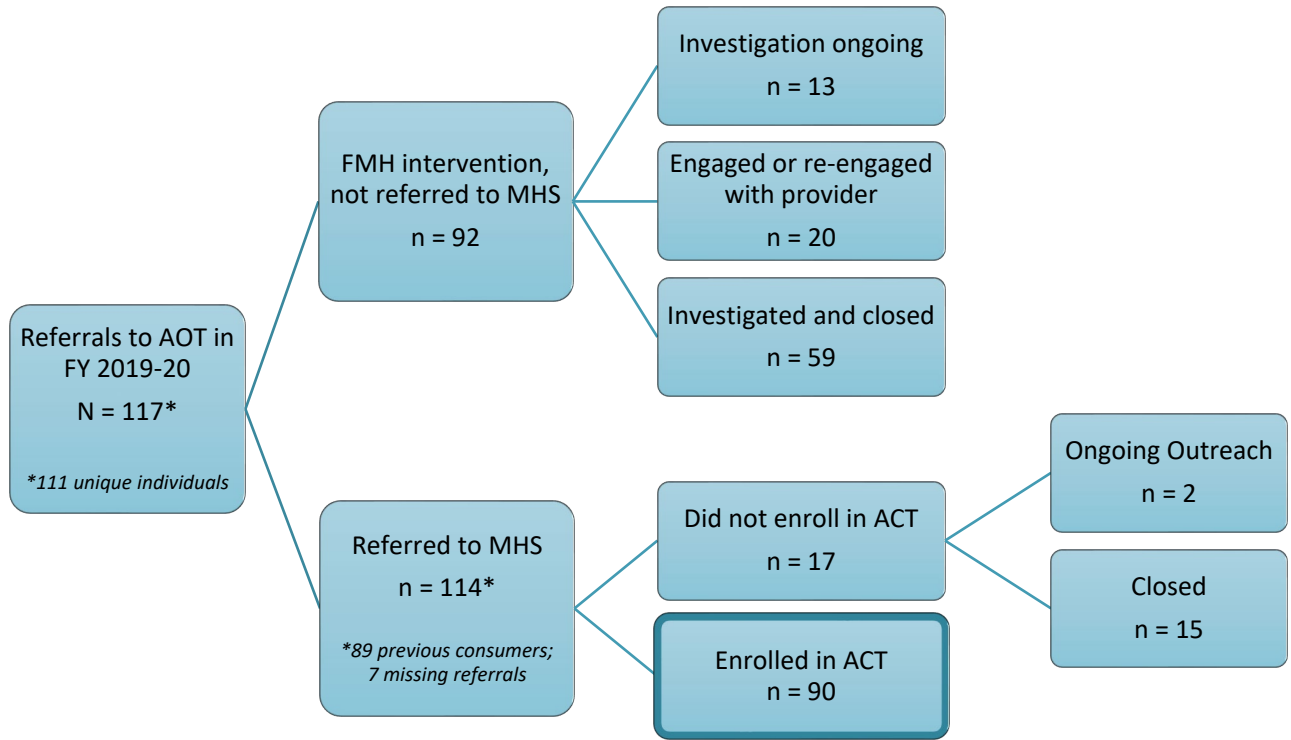
Figure 3 summarizes the outcomes of all referrals to AOT following the Care Team’s investigation, outreach, and engagement efforts. During FY 2019-20, 90 consumers were enrolled in ACT. Of those consumers, 14% (n = 13) were enrolled with court involvement during the reporting period and the remaining consumers were enrolled voluntarily (n = 77). Most consumers with AOT court involvement reached voluntary settlement agreements (77%, n = 10).

*Most consumers (86%, n = 77) were enrolled in ACT voluntarily.*

<sup>15</sup> For FY 2019-20 ACT consumers, RDA was able to link 74 consumers to their AOT referral request. There were 16 consumers who were unable to be linked to an AOT referral request.

<sup>16</sup> RDA was unable to link two consumers who enrolled in FY 2019-20 to their AOT referral request.

**Figure 3. Referral to ACT Enrollment Summary<sup>17</sup>**



## ACT Enrollment Findings

During FY 2019-20, the MHS team served 90 consumers through the ACT program. The following section provides information on the profile of these consumers as well as their service engagement and outcomes during enrollment.

### Consumer Profile

*Contra Costa County is reaching the identified target population.*

#### Demographic Information

As shown in Table 6, 38% (n = 34) of all consumers enrolled in ACT services during FY 2019-20 were female. The majority of consumers identified as White/Caucasian (58%, n = 52), while 17% (n = 15) identified as Black/African American, 10% (n = 9) identified as Hispanic, and 8% (n = 7) identified as Asian. An additional 4% (n = 4) of consumers identified as some “Other” race and 3% (n = 3) did not report their race/ethnicity. Most consumers (68%, n = 61) were between the ages of 26 and 49 years old.

<sup>17</sup> FMH referred three consumers that were already receiving ACT services. These consumers were included in the “Engaged or re-engaged with provider” group. The “Referred to MHS” category (n = 114), includes seven referrals with missing MHS outreach information and 89 referrals that correspond to consumers who were referred or already enrolled in ACT before FY 2019-20. Two consumers originally classified by FMH as “Investigated and Closed” did receive MHS outreach services during FY 2019-20 but did not enroll in ACT.



**Table 6. AOT Consumer Demographics (N = 90)**

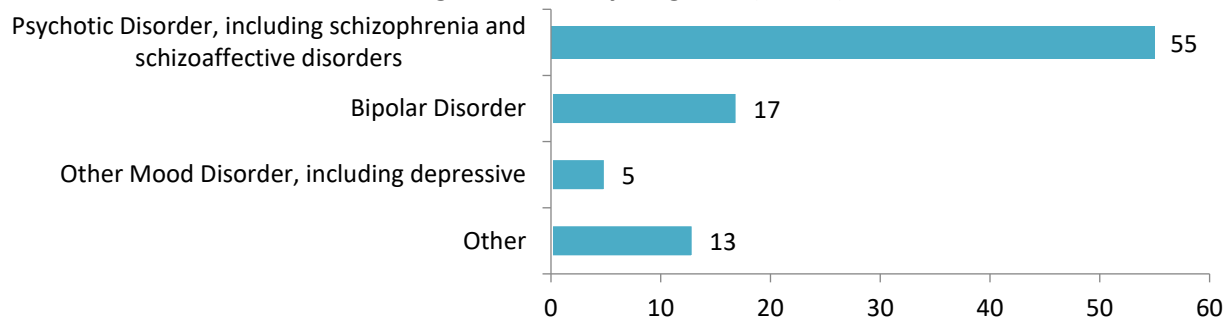
Category	Percent of Consumers	Number of Consumers
<b>Gender</b>		
Female	38%	34
Male	62%	56
<b>Race/Ethnicity</b>		
White	58%	52
Black/African American	17%	15
Hispanic or Latino	10%	9
Asian/Pacific Islander	8%	7
Other	4%	4
Unknown/Not reported	3%	3
<b>Age</b>		
18 – 25	16%	14
26 – 49	68%	61
50+	17%	15

The community has noted that language is a service barrier for individuals who do not speak English as their primary language. The County’s AOT Care Team is actively working to increase their language capacity to better support all those who would benefit from AOT services. In addition, they are conducting targeted outreach to communities underrepresented in the AOT program. For example, MHS and FMH are working with National Alliance of Mental Illness Contra Costa County and will be attending meetings with a focus on engaging the Asian and Pacific Islander community.

**Diagnosis and Substance Use**

Consumers enrolled in ACT are reflective of the intended AOT population of individuals with serious mental illness (see Figure 4). The majority of consumers (61%, n = 55) had a primary diagnosis of a psychotic disorder, including schizophrenia and schizoaffective disorders. Another 19% (n = 17) had a primary diagnosis of bipolar disorder.<sup>18</sup> Eighty-one percent of consumers (81%, n = 73) had co-occurring substance use disorders.

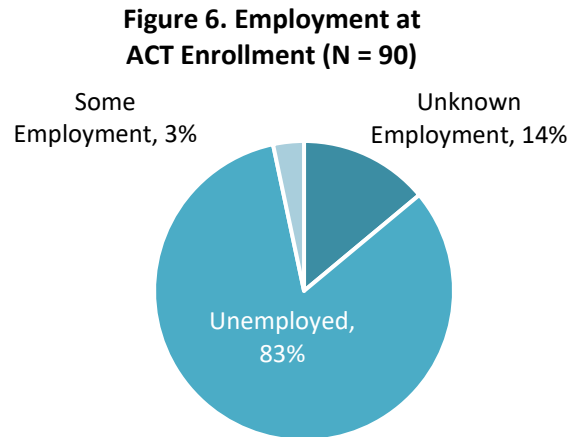
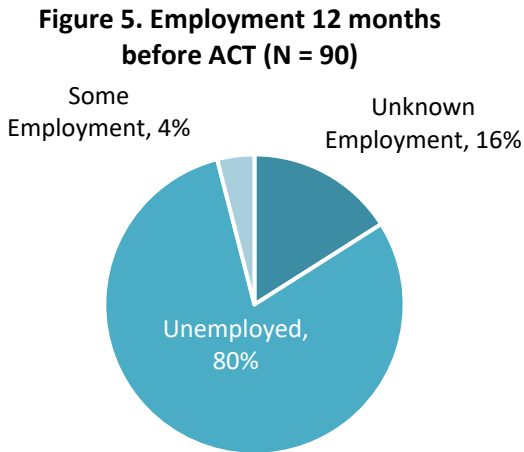
**Figure 4. Primary Diagnosis (N = 90)**



<sup>18</sup> Five consumers had another mood disorder diagnosis, including depressive, while thirteen consumers had a different primary diagnosis. These diagnoses include autistic disorder, delusional disorder, obsessive compulsive disorder, anxiety disorder, and disorders related to stimulant use/dependence.

**Employment and Financial Support**

Partnership Assessment Form (PAF) data, which provides information regarding consumers’ employment and financial support at the time of enrollment, were available for the 90 ACT consumers. Of those 90 consumers, 80% (n = 72) were unemployed at some point in the 12 months prior to enrolling in ACT (see Figure 5). As shown in Figure 6, 83% (n = 75) of consumers were unemployed at the time of their enrollment.



For the 90 consumers, Table 7 depicts their different sources of financial support and income in the 12 months prior to enrollment, as well as at the time of enrollment. The “Other” category includes retirement/Social Security income, tribal benefits, wages or savings, housing subsidy, and food stamps. The majority of consumers received Supplemental Security Income/State Supplementary Payment or Social Security Disability Income prior to (62%, n = 56) and at the time of (60%, n = 54) enrollment. Approximately 13% (n = 12) of consumers reported having no financial support or income prior to enrollment, while 16% (n = 14) of consumers reported having no financial support at the time of enrollment.

**Table 7. Sources of Financial Support for ACT Consumers (N = 90)<sup>19</sup>**

Source of Financial Support	Received in the 12 Months Prior to Enrollment	Receiving at Enrollment
<b>Supplemental Security or Disability Income</b>	62%	60%
<b>Support from family or friends</b>	22%	23%
<b>No Financial Support</b>	13%	16%
<b>Other</b>	3%	1%
<b>Unknown<sup>20</sup></b>	8%	7%

<sup>19</sup> Total percentages are greater than 100 because some consumers had more than one source of support.

<sup>20</sup> Consumers financial support is reported as unknown if no financial information was included on their PAF.

## Service Participation

The following sections describe the type, intensity, and frequency of service participation, as well as adherence to treatment. Of the consumers enrolled in ACT during FY 2019-20, one consumer was enrolled for less than one month. Therefore, the following analyses include service data for 89 out of 90 consumers who received MHS services in FY 2019-20.

### Type, Intensity, and Frequency of Treatment

*The multidisciplinary ACT team provides wrap-around behavioral health services to consumers.*

ACT consumers in Contra Costa County received services from a multidisciplinary ACT team who provide wrap-around behavioral health services. When implemented to fidelity, ACT produces reliable results including decreased negative outcomes, (e.g., hospitalization, incarceration, and homelessness) and improved psychosocial outcomes.

FY 2019-20 consumers were enrolled and receiving ACT services for an average of 23 months (median of 21 months), which is about 1.9 years. ACT consumer enrollment varied widely from less than a month to over four years. In FY 2019-20, on average, consumers received 1.95 service encounters per week for a total average of 1.68 hours of services per week (see Table 8).

**Table 8. ACT Service Engagement (N = 89)**

	Average	Range
<b>Length of ACT Enrollment</b>	684 days	94 – 1,551 days
<b>Frequency of ACT Service Encounters</b>	1.95 contacts per week	<1 – 8.69 contacts per week
<b>Intensity of ACT Services</b>	1.68 hours of contact per week	<1 – 7.24 hours of contact per week

Given the impact of COVID-19 and the statewide wide shelter in place (SIP) orders, service engagement was analyzed for the periods before and after March 19, 2020.<sup>21</sup> Rather than seeing a decline in engagement, the frequency of ACT service encounters during FY 2019-20 increased from an average of 1.84 contacts per week (prior to COVID-19 SIP orders) to 2.33 contacts per week (after COVID-19 SIP orders began). It appears that COVID-19 and SIP did not decrease ACT service engagement for most consumers. But, as the length of time for data analysis for before SIP (July 1, 2019 – March 18, 2020) is much greater than for after SIP (March 19, 2020 – June 30, 2020), these findings should be interpreted with caution.

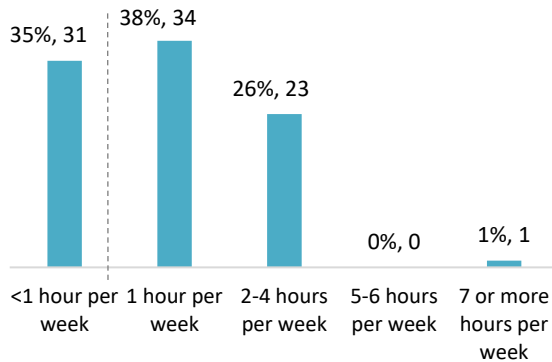
<sup>21</sup> March 19, 2020 was the date the California shelter in place order was issued.

## Treatment Adherence

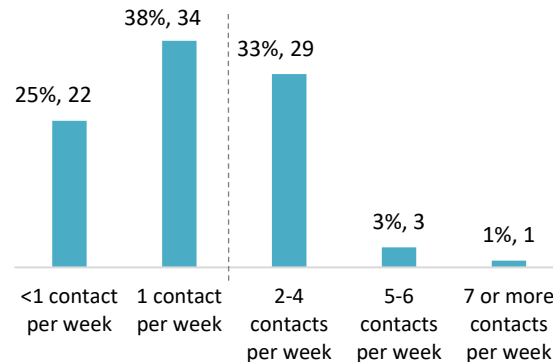
*Over one-third of consumers were adherent with services.*

Consumers were considered “treatment adherent” if they received at least one hour of engagement with their ACT team at least two times per week. About 37% of consumers included in the service analysis (n = 33) met this standard of adherence (see Figure 7 and Figure 8). There were an additional 25 consumers who, on average, met the standard of intensity, at least an hour per week, but met with the ACT team less than two times per week. Thirty-one ACT consumers (35%) received less than one hour of face-to-face services per week and met with the ACT team fewer than two times per week, on average.

**Figure 7. Intensity of ACT Contacts per Week (N = 89)**



**Figure 8. Frequency of ACT Contacts per Week (N = 89)**



As noted, service engagement and treatment adherence did not decrease during SIP orders. Prior to the closure of most in person services, about 36% of consumers were adherent compared to 51% of consumers during the SIP orders. Again, the length of time for data analysis for before SIP (July 1, 2019 – March 18, 2020) is greater than for after SIP (March 19, 2020 – June 30, 2020), so the increases in service engagement and treatment adherence may be impacted by the difference in amount of data points prior to and after SIP began.

## ACT Consumer Outcomes

The following sections provide a summary of consumers’ experiences with psychiatric hospitalizations, crisis episodes, criminal justice involvement, and homelessness before and during ACT enrollment. When appropriate, these outcomes are standardized to rates per 180 days in order to account for variance in length of enrollment and pre-enrollment data. One consumer served during FY 2019-20 was enrolled for less a month and was not included in the following outcomes analyses. In addition to this one consumer, significant outliers were not included in some of the calculations. Significant outliers are those consumers who had greater than four standard deviations from the mean number of hospitalizations, crisis episodes, or jail bookings for all consumers.<sup>22</sup> To calculate rates of occurrence prior to a consumers’ enrollment, RDA used consumer data for the year prior to their program enrollment date with each consumer having

<sup>22</sup> Outliers were also identified for length of stay analyses by following the same criteria – 4 standard deviations above the mean.

365 pre-enrollment days. During enrollment, the rate of occurrence was determined by the number of days a consumer was enrolled in the ACT program.

**Crisis Episodes, Psychiatric Hospitalization, and Incarceration**

The County’s PSP Billing System was used to identify consumers’ crisis and hospital episodes in the 12 months prior to and during ACT enrollment through June 30, 2019. The County’s new billing system, ShareCare, was used to identify consumers’ crisis and hospital episodes during FY 2019-20. The Epic Electronic Health Record System was used to identify consumers’ jail bookings, both prior to and during ACT enrollment.

*The number of consumers experiencing crisis episodes, psychiatric hospitalization, and incarceration decreased during ACT.*

The number of consumers experiencing a crisis episode decreased during ACT, as did the rate of their crisis experiences. Almost all consumers (79%, n = 70) experienced at least one crisis episode in the year before ACT enrollment with episodes lasting an average of just over one day.<sup>23</sup> Fewer consumers had a crisis episode during ACT (53%, n = 47). Among those who did have crisis episodes, they experienced approximately the same rate of crisis episodes every six months prior to and during ACT enrollment. The average length of crisis episodes remained stable prior to and during ACT enrollment (see Table 9).<sup>24,25</sup>

**Table 9. Consumers’ Crisis Episodes before and during ACT (N = 89)**

Crisis Episodes		
	Before ACT enrollment	During ACT enrollment
<b>Number of Consumers</b>	n = 70	n = 47
<b>Number of Crisis Episodes</b>	1.9 episodes per 180 days	2.04 episodes per 180 days
<b>Average Length of Stay</b>	1.19 days	1.18 days

Similar to those experiencing crisis episodes, the number of consumers who experienced a psychiatric hospitalization decreased during ACT. Approximately 35% (n = 31) of consumers were hospitalized in the 12 months before ACT, compared to 18% of consumers (n = 16) who experienced a hospitalization during ACT. Those with at least one hospitalization before ACT experienced approximately 1.12 hospitalizations every 180 days, lasting an average of 12.5 days each.<sup>26</sup> Consumers were hospitalized fewer times (0.39 hospitalizations per 180 days) while enrolled in ACT, and the average hospitalization was 10 days while enrolled in ACT (see Table 10).

<sup>23</sup> Two consumers had more than six episodes per 180 days before ACT enrollment, which was at least four standard deviations above the average. The standardized number of crisis episodes before enrollment, when including the outliers, was 2.4.

<sup>24</sup> Before ACT enrollment, five crisis episodes lasted more than three days, which was at least four standard deviations longer than the average episode length. The average length of stay, when including the outlier episodes, was 1.24 days.

<sup>25</sup> During ACT enrollment, three crisis episodes lasted longer than three days which was at least four standard deviations longer than the average episode length. The average length of stay, when including the outlier episodes, was 1.21 days.

<sup>26</sup> Two hospitalization episodes lasted 258 and 269 days, respectively, which was at least four standard deviations longer than the average episode length. The average length of stay, when including the outlier episodes, was 20 days.

**Table 10. Consumers’ Psychiatric Hospitalizations before and during ACT (N = 89)**

Psychiatric Hospitalizations		
	Before ACT enrollment	During ACT enrollment
<b>Number of Consumers</b>	n = 31	n = 16
<b>Number of Hospitalizations</b>	1.12 hospitalizations per 180 days	0.39 hospitalization per 180 days
<b>Average Length of Stay</b>	12.5 days	10.04 days

Approximately 34% (n = 31) of ACT consumers were arrested and booked into County jail at least once in the year prior to ACT enrollment. On average, these individuals were arrested and booked into County jail approximately 1.12 times per 180 days and were in jail for an average of 12.5 days for each jail booking prior to enrollment.<sup>27</sup> During ACT participation, however, less than one-fifth of consumers (18%, n = 16) were arrested and booked into County jail.<sup>28</sup> Among those who did have jail bookings, on average, they were arrested and booked fewer times during ACT enrollment and the average length of their incarcerations was 5.95 days, approximately two days shorter than the average jail stay prior to ACT enrollment (see Table 11).<sup>29</sup>

**Table 11. Consumers’ Jail Bookings before and during ACT (N = 89)**

Bookings and Incarcerations		
	Before ACT enrollment	During ACT enrollment
<b>Number of Consumers</b>	n = 34	n = 18
<b>Number of Bookings</b>	1.18 bookings per 180 days	0.91 bookings per 180 days
<b>Average Length of Incarceration</b>	8.22 days	5.95 days

## Housing

The Care Team offers housing support to all ACT consumers with unstable housing at any point during enrollment. This support may include housing resources or referrals, housing through MHS, transportation to shelters, or other assistance. In some cases, ACT consumers do not accept this support, but the Care Team continued to be persistent in their efforts to locate stable housing for consumers.

*Over 84% of consumers were in stable housing at the conclusion of the evaluation period.*

Housing information was available for 86 ACT consumers.<sup>30</sup> At enrollment, 76% (n = 65) of consumers were in stable housing.<sup>31</sup> RDA compared consumers’ baseline housing status to their last known residence in FY 2019-20 to explore changes in consumers’ housing status during ACT enrollment. Housing information was taken from consumers’ Partnership Assessment Form (PAF) at intake and the subsequent

<sup>27</sup> Three jail bookings lasted 238, 270, and 283 days, respectively, which was at least four standard deviations longer than the average episode length. The average length of stay, when including the outlier episodes, was 17.5 days.

<sup>28</sup> One consumer had 17 bookings per 180 days before ACT enrollment, which was at least four standard deviations above the average. The standardized number of jail bookings before enrollment, when including the outlier, was 1.76.

<sup>29</sup> Two jail bookings lasted 162 and 107 days, respectively, which was at least four standard deviations longer than the average episode length. The average length of stay, when including the outlier episodes, was 8.5 days.

<sup>30</sup> Housing status was unknown or unavailable for four consumers.

<sup>31</sup> RDA used the Department of Housing and Urban Development (HUD) definition of stable housing to determine which categories from the PAF and KET forms should be considered “housed.”



Key Event Tracking (KET) form that were used to note changes in a consumer’s status. As shown in Figure 9, 12% (n = 10) of consumers obtained housing while enrolled in ACT, while around three-quarters (72%, n = 62) maintained the stable housing they had before ACT enrollment.

**Figure 9. Consumers’ Housing Status before and during ACT (N = 86)**

Consumers who obtained housing	Consumers who maintained housing	Consumers who were not stably housed
<ul style="list-style-type: none"> <li>•12% of consumers were not housed before ACT but obtained housing while enrolled</li> </ul>	<ul style="list-style-type: none"> <li>•72% of consumers were housed before ACT and continued to maintain housing while enrolled</li> </ul>	<ul style="list-style-type: none"> <li>•3% of consumers were housed before ACT but did not maintain housing during ACT</li> <li>•13% of consumers were not housed before or during ACT enrollment</li> </ul>

The remaining 16% of consumers (n = 14) were unstably housed at the end of their ACT enrollment or the end of the reporting period. Most of these consumers (79%, n = 11) were still enrolled in the ACT program at the end of the reporting period (June 30, 2020). Less than five of these consumers had voluntary settlement agreements. Of the unstably housed consumers, eleven (79%) were unhoused prior to the ACT program and did not gain housing during their ACT enrollment.<sup>32</sup> Three of these consumers experienced intermittent stable housing during their ACT enrollment while the other eight consumers did not report any stable housing. Three unstably housed ACT consumers (21%) had stable housing at admission, but lost their housing during enrollment. Most of these consumers reported a history of homelessness prior to AOT enrollment.

**Employment Service Engagement**

*ACT enrollment provides consumers with support for their employment and education.*

All ACT consumers have access to vocational services provided by the ACT team. During the evaluation period, half of ACT consumers (n = 45, 50%) accessed these services, as noted by MHS staff. Employment services included: support developing résumés, searching for job openings, preparing for interviews, and submitting applications. The ACT team also worked with consumers to identify their vocational goals and discuss how employment can lead to independent living for consumers. Employment and education status of consumers was taken from PAF forms, at enrollment, and KET forms, during enrollment. The number of consumers with some form of employment (either part- or full-time, or volunteer work) increased during ACT enrollment. Three ACT consumers had some employment at enrollment and five consumers gained competitive employment<sup>33</sup> at some point during ACT in FY 2019-20. An additional two ACT consumers attended school or completed a degree in FY 2019-20, one of whom also held competitive employment during ACT enrollment.

<sup>32</sup> There were no KETs reported for six of these consumers indicating their housing status did not change during ACT enrollment.

<sup>33</sup> Competitive employment is defined as “Paid employment in the community in a position that is also open to individuals without a disability”.

### Social Functioning and Independent Living

When implemented to fidelity, ACT programs can enhance consumers’ abilities to function independently and participate in activities of daily living. Throughout consumers’ enrollment in ACT, the MHS team administered the Self Sufficiency Matrix (SSM) to assess consumers’ social functioning and independent living on a quarterly basis. The SSM consists of 18 domains scored on a scale of one (“in crisis”) to five (“thriving”).

*ACT consumers experienced increases in their self-sufficiency while enrolled in ACT.*

The MHS team assessed consumers at intake, every 90 days, and upon discharge. Intake data were available for 36 consumers enrolled in ACT during FY 2019-20, 24 of whom also had at least one reassessment. Table 12 reports the average scores for consumers at intake, as well as at 3, 6, 12, and 18 months after enrollment.<sup>34</sup>

**Table 12. Self Sufficiency Matrix Scores<sup>35</sup> (N = 36)**

Domain	Intake Average Score	3-month Average Score	6-month Average Score	12-month Average Score	18-month Average Score	24-month Average Score
Housing	3.00	3.41	3.30	3.74	3.14	3.81
Employment	1.03	1.03	1.19	1.32	1.15	1.29
Income	1.67	2.24	1.83	2.42	2.36	2.41
Food	2.40	2.65	3.13	3.22	2.79	2.78
Child Care	4.50	4.00	4.00	4.00	4.25	n/a
Children's Education	4.75	5.00	5.00	5.00	5.00	3.00
Adult Education	3.64	3.41	3.74	3.65	2.75	3.30
Health Care Coverage	3.97	4.18	3.81	4.07	3.68	4.49
Life Skills	2.58	2.94	3.51	3.11	2.89	2.89
Family/Social Relations	2.72	4.65	2.76	2.98	2.79	2.48
Mobility	2.89	2.88	3.47	3.37	3.11	3.01
Community Involvement	2.22	2.94	2.63	3.01	2.54	2.83
Parenting Skills	2.25	2.00	3.25	3.33	3.00	3.67
Legal	4.06	3.50	3.85	4.43	4.17	4.77
Mental Health	2.17	1.68	2.29	2.47	2.21	2.57
Substance Abuse	3.06	3.24	3.30	3.98	3.18	3.33
Safety	3.58	3.82	3.92	4.16	4.07	4.26
Disabilities	2.75	2.59	3.05	3.17	2.57	2.58
<b>Total Score</b>	<b>43.43</b>	<b>46.50</b>	<b>48.17</b>	<b>51.80</b>	<b>45.93</b>	<b>47.95</b>
	n = 36	n = 17	n = 26	n = 23	n = 14	n = 16

<sup>34</sup> In some cases, consumers had multiple SSM assessments during a reporting period. For these cases, RDA averaged the assessments for each consumer prior to looking at the averages across consumers.

<sup>35</sup> “n/a” indicates where no scores were given for that SSM domain.

Consumers’ average scores across domains at each SSM administration were higher than the average scores at intake.

**Substance Use**

The MHS team assessed consumers’ frequency of substance use with the Quick Screen and Modified Alcohol, Smoking and Substance Involvement Screening Test (ASSIST) developed by the National Institute on Drug Abuse (NIDA). This instrument has the objectives of identifying drug use, educating consumers about the adverse consequences of drug use, enhancing medical care by increasing awareness of the potential impact of drug use, and improving linkages between consumers and specialty drug and alcohol treatment services. Starting in January 2019, the MHS team administered the assessment every six months to enrolled ACT participants.

The NIDA tool measures drug use frequency in the months before the assessment. It also collects information on individuals’ urge to use, the impact of drug use (health, social, legal, and financial), friends’ and family members’ concerns, individual drug use expectations, and attempts to control drug use. The frequency of monthly drug use is measured on a 0-6 scale (0: Never, 2: Once/Twice, 3: Monthly, 4: Weekly, and 6: Daily).

*Overall, ACT consumers reported a decrease in their frequency of substance use.*

Twenty-nine percent of ACT consumers (n = 26) reported having used a substance in the three months before their initial or follow-up assessments. Twenty consumers reported using cannabis to some frequency at both their initial and follow-up assessments. In addition, 14 and 15 consumers reported using methamphetamines at their initial and follow-up assessments, respectively. Fewer than three consumers reported using other substances including cocaine, stimulants, inhalants, sedatives, hallucinogens, and street and prescription opioids in each of the assessments. Table 13 displays consumers’ change in frequency of substance from their initial assessment to their follow-up assessment.

**Table 13. Changes in Consumers’ Frequency of Substance Use (N = 26)**

	Number of Consumers		
	Decrease	No Change	Increase
<b>All Substances (n=26)</b>	14	8	4
<b>Cannabis (n=20)</b>	7	7	6
<b>Methamphetamine (n=15)</b>	5	7	3

There was an average decrease in consumer’s frequency of use across all substances. This decrease was mainly driven by consumers’ shift from daily to weekly use. Of the 20 consumers who reported using cannabis at their first assessment, eight consumers reported daily use. Half of them (n = 4) reported a decrease in their cannabis use, from daily to weekly, at the follow-up assessment. Similarly, of the 14 consumers who reported using methamphetamine at intake, five reported daily use, and three of them (60%) reported shifting from daily to weekly use. One consumer who did not report the use of methamphetamine at their initial assessment, reported using the substance at the follow-up assessment.

## Violent Behavior and Victimization

Consumers who meet the eligibility requirements for AOT often have perpetrated violence towards others and/or experienced violence and victimization. The team administered the MacArthur Abbreviated Community Violence Instrument (MacArthur tool) at intake, every 180 days, and at discharge to determine if consumers were either perpetrators of violence and/or victims of violence. The assessment asks consumers about the following types of violence:

- ❖ Throwing things at someone
- ❖ Pushing, grabbing, or shoving someone
- ❖ Slapping someone
- ❖ Kicking, biting, or choking someone
- ❖ Hitting someone with a fist or object, or beating someone up
- ❖ Forcing someone to have sex against their will
- ❖ Threatening someone with a gun, knife, or other lethal weapon
- ❖ Using a knife on or firing a gun at someone

Consumers were asked if they had either perpetrated and/or been victims of each type of violence in the prior month.

The MacArthur tool includes 17 questions that assess the frequency of violence, victimization or perpetration of assaultive behavior by consumers during the last month. Victimization and violent behaviors include behaviors that cause physical or emotional harm to themselves or others. These behaviors can range from verbal abuse to physical harm to self, others, or property.

Given the sensitive nature of these questions, historically only a small number of consumers have agreed to take this assessment. During FY 2019-20, no consumers agreed to complete the MacArthur tool, so findings regarding consumer violence and victimization are not included in this year's analysis. The MHS ACT team has implemented new processes and additional guidance for the use of the MacArthur tool to increase response rates for the next AOT evaluation reporting period.

## Consumer and Family Satisfaction

Understanding consumers' and their families' satisfaction with ACT services is an important way to ensure ACT services are meeting the needs and expectations of the individuals the program serves. MHS' client and family satisfaction survey tools were used to assess consumer's and family member's satisfaction with ACT services.

***Overall, ACT consumers and family members are very satisfied with the services received while enrolled in ACT.***

In FY 2019-20, MHS collected program satisfaction surveys from 22 consumers. Consumers were asked to rate their overall satisfaction with the services they received from MHS on a scale of 1 to 5, 5 being the

most positive.<sup>36</sup> Twenty-two consumers responded to this question with an average score of 4.22. The program also collected satisfaction surveys from 16 family members. Fifteen of the family members rated their satisfaction with MHS services with an average score of 4.13. In addition, 75% of family members (n = 9) reported they saw improvements in their loved one's wellness during the ACT program.<sup>37</sup>

The consumer survey also asked participants about their use and satisfaction with telehealth services during the COVID-19 pandemic; thirteen of the consumers responded to this question. Seventy percent of respondents (n = 9) considered their experience with these services as "moderately successful." The remaining four consumers rated their experience as "extremely successful." For consumers who took this survey, there was significant support for telehealth services provided by the ACT program during the COVID-19 pandemic.

### **AOT Enforcement Mechanisms**

*During FY 2019-20, the County used enforcement mechanisms for some AOT consumers.*

The primary enforcement mechanism occurs when AOT consumers (e.g., consumers who have a voluntary settlement agreement or AOT court order) refuse to engage and a judge orders the consumer to meet with the treatment team. The enforcement mechanism of a court order to meet with the treatment team was used for six consumers in Contra Costa County's AOT program during FY 2019-20. The AOT team can also issue a mental health evaluation order at a designated facility for a consumer who does not meet 5150 criteria established in the Welfare and Institutions Code. The AOT Care Team issued a mental health evaluation order during FY 2019-20 for less than five AOT consumers.

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<sup>36</sup> The client survey tool originally measured satisfaction with a scale that included the values of "Very Good", "Good", "Acceptable", "Poor", and "Very Poor". This instrument was also responded by four family members. To maintain the comparability of results with evaluations from previous years and include these family responses in the analysis of the satisfaction of family members, RDA recoded the question and created a scale of 1 to 5, with 5 being the most positive.

<sup>37</sup> There were 12 family members who answered this question.

## Summary of Findings

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This FY 2019-20 AOT Evaluation Report to Contra Costa County was written in recognition of the collaborative efforts of those involved in the implementation of the AOT program in Contra Costa County. The following discussion summarizes implementation activities and consumer accomplishments during FY 2019-20.

*The County's AOT Care Team collaborated to connect referred individuals to the appropriate level of mental health services, including Assertive Community Treatment.*

In FY 2019-20, the County received 117 referrals for AOT. At the conclusion of the fiscal year, 11% (n = 13) were still being investigated for AOT eligibility. Of those referrals that were closed (n = 104), 17 consumers (15%) were ineligible for AOT and connected to another provider that the consumer worked with in the past or a new mental health provider. This indicates that the AOT program in Contra Costa County also provides opportunities for consumers who are not eligible for AOT to access mental health services. Twenty-six consumers (22%) were referred to MHS in FY 2019-20 for outreach and engagement services, with 13 consumers ultimately enrolled in ACT and two consumers still receiving outreach and engagement at the end of the evaluation period.

A higher percent of consumers were investigated and closed during FY 2019-20. About half of AOT referrals were closed; the majority of those either did not meet all nine AOT eligibility criteria, could not be located, or the qualified requestor was unavailable or withdrew the request. While the investigation team provides resources to all individuals referred to AOT, or their qualified requestor, there were a greater number of individuals whose engagement with services was unable to be tracked. This may reflect changing circumstances due to the global pandemic, which impacted the Care Team's ability to reach consumers and led to reduced service capacity across the County.

*Outreach and engagement resulted in consumers being enrolled into the ACT program quickly.*

The MHS team was successful in enrolling referred consumers in the ACT program after only a few engagements. During FY 2019-20, the MHS team conducted an average of 4.76 outreach attempts per consumer, which was a decrease compared to previous years. This shift was due to a change in the MHS engagement process, which eliminated a mandatory introductory period, and increased success in engaging with consumers referred from FMH, often on the same day the team received the referral.

*Despite the impacts of the COVID-19 pandemic, consumers increased their engagement with ACT services.*

During FY 2019-20, almost 40% of consumers (n = 33) received two or more of services per week and met with the ACT team for at least an hour per week, on average. Interestingly, ACT consumers' service engagement increased following the COVID-19 shelter in place orders in California. The County Care Team was able to remain open and continue to provide services (both in person and virtual) to consumers. All



consumers who responded to the satisfaction survey described the ACT services offered during the pandemic as “moderately successful” or “very successful.”

***The majority of ACT consumers experienced benefits from participating in the AOT program.***

Consumers experienced a range of benefits from their participation in ACT. For the following outcomes, there was a reduction in the number of consumers who experienced these negative outcomes during their ACT enrollment compared to before their ACT enrollment:

- ❖ Crisis episodes,
- ❖ Psychiatric hospitalizations,
- ❖ Arrests and incarcerations,
- ❖ Housing and Homelessness, and
- ❖ Employment and Education.

Additionally, ACT consumers’ average total scores on their Self-Sufficiency Matrix (SSM) reassessments were higher than their average scores at intake, suggesting that consumers are improving in their social functioning and independent living skills through program participation. Lastly, consumers and family members expressed satisfaction with ACT services while enrolled in ACT. In survey responses, consumers rated their level of satisfaction very high (4.22 and 4.13 on average on a scale of 1 - 5).

# Appendices

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## Appendix I. AOT Eligibility Requirements<sup>38</sup>

In order to be eligible, the person must be referred by a qualified requestor and meet the defined criteria:

- ❖ The person is 18 years of age or older.
- ❖ The person is suffering from a mental illness.
- ❖ There has been a clinical determination that the person is unlikely to survive safely in the community without supervision.
- ❖ The person has a history of lack of compliance with treatment for his or her mental illness, in that at least one of the following is true:
  - a. At least 2 hospitalizations within the last 36 months, including mental health services in a forensic environment.
  - b. One or more acts of serious and violent behavior toward himself or herself or another, or threats, or attempts to cause serious physical harm to himself or herself or another within the last 48 months.
- ❖ The person has been offered an opportunity to participate in a treatment plan by the director of the local mental health department, or his or her designee, provided the treatment plan includes all of the services described in Section 5348, and the person continues to fail to engage in treatment.
- ❖ The person's condition is substantially deteriorating.
- ❖ Participation in the assisted outpatient treatment program would be the least restrictive placement necessary to ensure the person's recovery and stability.
- ❖ In view of the person's treatment history and current behavior, the person is in need of assisted outpatient treatment in order to prevent a relapse or deterioration that would be likely to result in grave disability or serious harm to himself or herself, or to others, as defined in Section 5150.
- ❖ It is likely that the person will benefit from assisted outpatient treatment.

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<sup>38</sup> Welfare and Institutions Code, Section 5346

## Appendix II. Description of Evaluation Data Sources

**CCBHS AOT Request Log:** This spreadsheet includes the date of each AOT referral, as well as the demographic characteristics of each individual referred to AOT and the disposition of each referral upon CCBHS' last contact with the individual referred (e.g., unqualified requestor, open AOT investigation, voluntarily accept MHS services, court involved MHS participation). These data were used to identify the total number of referrals to the County's AOT program during FY 2019-20.

**CCBHS FMH AOT Investigation Tracking Log:** CCBHS staff converted their Blue Notes (i.e., field notes from successful outreach events) into a spreadsheet to track the date, location, and length of each CCBHS Investigation Team outreach encounter. These data were used to assess the average frequency and length (i.e., days and encounters) of investigation attempts provided by the CCBHS Investigation Team per referral.

**MHS Outreach and Engagement Log:** This spreadsheet tracks the date and outcome of each MHS outreach encounter, including information on who provided outreach (e.g., family partner, peer partner, clinician) to whom (consumer or collateral contact such as friend, family, or physician), and the location and length of each outreach encounter. Data from this source were used to calculate the average number of outreach encounters the MHS team provided each consumer, as well as the average length of each outreach encounter, the location (e.g., community, secure setting, telephone) of outreach attempts, and the average number of days of outreach provided for each referral.

**MHS ACT Client List:** MHS provided a list of the consumers enrolled in the ACT program during FY 2019-20. Additionally, this dataset contained information on whether a consumer was enrolled voluntarily or through court involvement, such as settlement agreement. MHS also noted in this dataset whether a consumer had a co-occurring substance use disorder and if that consumer participated in MHS vocational services.

**Contra Costa County PSP and ShareCare Billing Systems:** These data track all services provided to ACT participants, as well as diagnoses. PSP and ShareCare service claims data were used to identify the clinical diagnoses of ACT participants at enrollment, as well as the types of services consumers received pre- and during-ACT enrollment (e.g., outpatient, inpatient, residential, and crises), the average frequency with which consumers received ACT services, and the average duration of each service encounter.

**Contra Costa County Epic Electronic Health Record System:** These data included consumers' booking dates and release dates for the year prior to ACT-enrollment and the time during ACT enrollment through the end of FY 2019-20. This information was used to examine consumers' arrests and jail stays before and during ACT.

**MHS Partnership Assessment Form (PAF) and Key Event Tracking (KET) Datasets:** Though the PAF and KET are entered into the Data Collection and Reporting system, data queries were unreliable and inconsistent; therefore, MHS staff entered PAF and KET data manually into a Microsoft Access database.

These data were used in this report to generate consumer profile measures and self-reported changes in outcome measures such as homelessness before and during ACT services.

**MHS Outcomes Files:** These files include assessment data for several clinical assessments MHS conducts on ACT participants. For the purposes of this evaluation, the Self Sufficiency Matrix (SSM) was used to assess consumers' social functioning and independent living. In addition, the data from consumers' National Institute on Drug Abuse Quick Screen and Modified ASSIST tool was used to identify consumers' substance use. MHS also provide the results of their annual consumer and family surveys, which were used to determine consumer's and families' satisfaction with the ACT program.



# Contra Costa County Assisted Outpatient Treatment Program FY 2019-2020 – Annual Evaluation Report

July 2021

# Agenda

- Overview
- Pre-AOT Enrollment
- AOT Enrollment
- Discussion



# Overview

# FY 2019-20 Evaluation Report

## Purpose of FY 2019-20 Report:

- Meet state-mandated reporting requirements for AOT programs.
- Support continuous quality improvement process to support the AOT program to meet its intended goals.

- Evaluation Activities:
  - Secondary data collection and analyses on pre-AOT and AOT enrollment
- Evaluation Period:
  - July 1, 2019 - June 30, 2020

# DHCS Reporting Requirements

- ✓ The number of persons served by the program
- ✓ The extent to which enforcement mechanisms are used by the program
- ✓ The number of persons in the program who maintain contact with the treatment system
- ✓ Adherence/engagement to prescribed treatment by persons in the program
- ✓ Type, intensity, and frequency of treatment of persons in the program
- ✓ Substance abuse by persons in the program
- ✓ The number of persons in the program with contacts with local law enforcement, and the extent to which local and state incarceration of persons in the program has been reduced or avoided
- ✓ The days of hospitalization of persons in the program that have been reduced or avoided
- ✓ The number of persons in the program able to maintain housing
- ✓ The number of persons in the program participating in employment services programs, including competitive employment
- ✓ Social functioning of persons in the program
- ✓ Skills in independent living of persons in the program
- ✓ Victimization of persons in the program
- ✓ Violent behavior of persons in the program
- ✓ Satisfaction with program services both by those receiving them and by their families, when relevant

# Data Sources and Considerations

## Data Sources

### CCBHS

- Referral and investigation data
- Service utilization data for all specialty mental health services provided or paid for by CCBHS
- Jail booking data

### MHS

- Outreach and engagement contacts
- ACT client list
- PAF, KET, and assessments

## Considerations

- Variability in lengths of consumers enrollment
- Housing and employment data are self-reported
- COVID-19 impacted agencies data collection processes

# Pre-AOT Enrollment

# Referrals to AOT

The majority of AOT referrals continue to come from consumers' family members and mental health providers.

<b>Requestor</b>	<b>Percent of Total Referrals (N = 117)</b>
Parent, spouse, adult sibling, or adult child	60% (n = 70)
Treating or supervising mental health provider	30% (n = 35)
Probation, parole, or peace officer	5% (n = 6)
Legal guardian/Protector	1% (n = 1)
Other/Unknown	4% (n = 5)

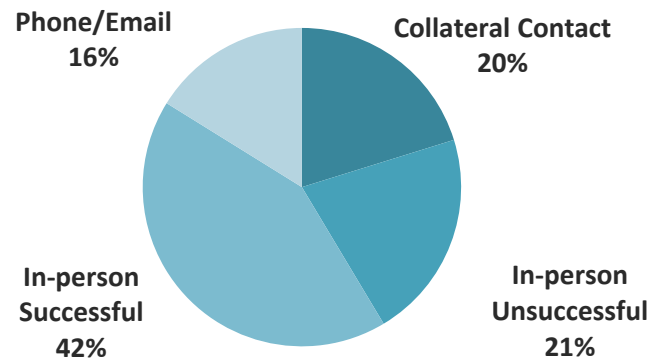


# The Care Team

All individuals referred to AOT were provided resources or were connected to services, either through ACT or another provider.

Investigation Outcome	Referred Consumers
Referred to MHS	21% (n = 25)
Engaged or Re-Engaged with a Provider	17% (n = 20*)
Investigated and Closed	50% (n = 59)
Ongoing Investigation	11% (n = 13)

In FY 2019-20, MHS provided outreach and engagement for 76 consumers. Most outreach attempts were in-person and successful.\*



**On average, it took 119 days from initial referral to ACT enrollment.**

\* FMH referred three consumers to MHS that were already receiving ACT services. These consumers were recoded as "Engaged or Re-engaged with a Provider."

# AOT Enrollment

# Consumer Profile (N=90)

Category	%
<b>Gender</b>	
Female	38%
Male	62%
<b>Race/Ethnicity</b>	
White	58%
Black/African American	17%
Hispanic or Latino	10%
Asian/Pacific Islander	8%
Other	4%
Unknown/Not reported	3%
<b>Age</b>	
18 – 25	16%
26 – 49	68%
50+	17%

## Diagnosis

- Most consumers (86%) had a serious mental illness, including schizophrenia and schizoaffective disorders, and depressive and bipolar disorders
- Approximately 81% of consumers had co-occurring substance use disorders

## Housing

- 76% were in stable housing at enrollment

## Employment & Finances

- 80% were unemployed at enrollment
- 60% received supplemental security or disability income at enrollment

**The majority of consumers (86%, n = 77) enrolled in ACT without a court order.**

# Active Service Participation (N=89) \*

## ACT Services

- Avg. length of enrollment:  
684 days (1.9 years)
- Avg. number of service encounters:  
1.95 contacts per week
- Avg. intensity of services:  
1.68 hours of contacts per week

## Treatment Adherence

- 37% consumers were adherent to treatment plan
- 28% consumers met the standard for intensity but not frequency of service

Consumers were considered “treatment adherent” if they received at least one hour of engagement with their ACT team at least two times per week.

\* Of the consumers enrolled in ACT during FY 2019-20, one consumer was enrolled for less than one month.

# Crisis Episodes & Psychiatric Hospitalizations (N=89) \*

The number of consumers experiencing crisis episodes and psychiatric hospitalization decreased during AOT enrollment as did their average number hospitalizations.

## Crisis Episodes

	Before ACT enrollment	During ACT enrollment
Number of Consumers	n = 70	n = 47
Number of Crisis Episodes	1.9 episodes per 180 days	2.04 episodes per 180 days
Average Length of Stay	1.19 days	1.18 days

## Psychiatric Hospitalizations

	Before ACT enrollment	During ACT enrollment
Number of Consumers	n = 31	n = 16
Number of Hospitalizations	1.12 hospitalizations per 180 days	0.39 hospitalization per 180 days
Average Length of Stay	12.5 days	10.04 days

\* One consumer served during FY 2019-20 was enrolled for less a month and was not included in the outcomes analyses. In addition to this consumer, significant outliers were not included in some of the calculations. Significant outliers are those consumers who had greater than four standard deviations from the mean number of hospitalization, crisis episodes, or jail bookings for all consumers.

# Criminal Justice Involvement (N=89) \*

The number of consumers experiencing criminal justice involvement and the average number of bookings decreased during AOT enrollment.

## Jail Bookings & Incarcerations

	Before ACT enrollment	During ACT enrollment
Number of Consumers	n = 34	n = 18
Number of Crisis Episodes	1.18 episodes per 180 days	0.91 episodes per 180 days
Average Length of Stay	8.22 days	5.95 days

\* One consumer served during FY 2019-20 was enrolled for less a month and was not included in the outcomes analyses. In addition to this consumer, significant outliers were not included in some of the calculations. Significant outliers are those consumers who had greater than four standard deviations from the mean number of hospitalization, crisis episodes, or jail bookings for all consumers.



# Housing and Employment

## Housing Status (N=86)\*

- 84% of ACT consumers maintained or obtained housing during ACT enrollment
- 16% continue to struggle with housing

## Employment Services (N=90)

- 45 ACT consumers (50%) engaged in employment services
- Services include résumé support, job search, interview preparation, and submitting applications

The Care Team offers housing support to all ACT consumers with unstable housing at any point during enrollment.

\* Housing status was unknown or unavailable for four consumers.

# Discussion

# Discussion

- The County's AOT Care Team collaborated to connect referred individuals to the appropriate level of mental health services, including ACT.
- Outreach and engagement resulted in consumers being enrolled into the ACT program quickly.
- Despite the impacts of the COVID-19 pandemic, consumers increased their engagement with ACT services.
- The majority of ACT consumers experienced benefits from participating in the AOT program.



# Thank you!

Gina Martinez, [gmartinez@rdaconsulting.com](mailto:gmartinez@rdaconsulting.com)

Cesángari López-Martínez, [clopezmartinez@rdaconsulting.com](mailto:clopezmartinez@rdaconsulting.com)

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Contra  
Costa  
County

To: Board of Supervisors  
From: FAMILY & HUMAN SERVICES COMMITTEE  
Date: August 10, 2021

Subject: Child and Adolescent Mental Health Report to Family and Human Services

---

**RECOMMENDATION(S):**

ACCEPT the report from the Behavioral Health Division of the Health Services Department on the MHSSA and school-based behavioral health program expansion efforts to support the mental health needs of children and adolescents.

**FISCAL IMPACT:**

There is no fiscal impact.

**BACKGROUND:**

On October 30, 2017 the Family and Human Services Committee (FHS) accepted the report from the Health Services Department addressing various mental health service issues and concerns raised by the FHS, the Board of Supervisors, the Mental Health Commission's White Paper, the Civil Grand Jury, and members of the public. These issues and concerns centered upon the difficulty in accessing mental health care, particularly for children and youth experiencing serious emotional disturbances. Indicative to this lack of access was the 1) increase in Psychiatric Emergency Services visits, 2) long wait times to access care, and 3) shortage of clinical staff, especially psychiatrists. The Health Services Department report addressed these issues and concerns, and reported upon the initiatives and progress made to date.

APPROVE

OTHER

RECOMMENDATION OF CNTY ADMINISTRATOR

RECOMMENDATION OF BOARD COMMITTEE

---

Action of Board On: **08/10/2021**  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: August 10, 2021

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

By: Stacey M. Boyd, Deputy

Contact: Enid Mendoza, (925)  
655-2051

cc:

BACKGROUND: (CONT'D)

The FHS asked the Department to provide an update to the Mental Health Commission in six months, and to the FHS annually thereafter. On July 26, 2021 the Health Services Department Behavioral Health Division presented the attached slides. The Family and Human Services Committee approved the department's report and asked that it be forwarded to the Board of Supervisors for their information.

CONSEQUENCE OF NEGATIVE ACTION:

The report will be not be received.

ATTACHMENTS

MHSSA Report

MHSSA Presentation



**Contra Costa County Behavioral Health Services (BHS), in partnership with the County Office of Education (COE), was awarded a four-year, \$6 million MHSSA grant to support school-based mental health services starting in September 2021.**

## Mental Health Student Services Act

The Mental Health Student Services Act (MHSSA) was passed in 2019 to establish partnerships between County Behavioral Health Departments and County Offices of Education or other local educational entities. Through the MHSSA, the Mental Health Services Oversight and Accountability Commission has awarded grants to support these partnerships and expand mental health services to students across the State of California.

## Contra Costa County MHSSA Grant

In Contra Costa County, this grant will be used to support the Wellness in Schools Program (WISP). The WISP seeks to provide all students in the County with access to needed behavioral health services and supports in a timely manner. The mission of the WISP is to:

1. **Build capacity of the County's schools** to identify and address student behavioral health;
2. Establish a more uniform **awareness of the range of existing behavioral health services** and supports available to students and their families/caregivers in the County;
3. Create increased **understanding of how to access those** services and supports;
4. Foster **an appreciation for the importance of mental health wellness** and a community that welcomes seeking mental health help; and
5. **Increase communication and collaboration** between BHS, the COE, and school districts.

The WISP will accomplish this through a tiered mix of services that leverages and expands upon existing school-based behavioral health services. The \$6 million grant will allow for broad support to schools over the next 4 four years that would benefit all students, as well as more targeted support to high-need and underserved school districts and to parents/caregivers of students identified with moderate or acute behavioral health concerns.

	Tier 1: Baseline Preventative Behavioral Health Training & Technical Assistance	Tier 2: Moderate Parent/ Caregiver & Student Support	Tier 3: Intensive Parent/ Caregiver Support
<b>Target Recipients</b>	100% of students and their families	Students identified with moderate behavioral health concerns and their families	Students identified with acute behavioral health concerns and their families
<b>Mechanisms</b>	<ul style="list-style-type: none"> <li>▪ Teacher and staff training</li> <li>▪ Mental health awareness communications</li> <li>▪ Technical assistance to schools for Wellness Centers and establishing screening mechanism</li> </ul>	<ul style="list-style-type: none"> <li>▪ Scale up existing PEI-funded parent/caregiver support program</li> <li>▪ Establish student mental health support groups</li> <li>▪ Parent Champions provide navigation support in each school district</li> </ul>	<ul style="list-style-type: none"> <li>▪ One-on-one navigation support for parents/ caregivers</li> <li>▪ Expand existing PEI- and MediCal-funded direct mental health services in high-need or underserved school districts</li> </ul>
<b>Goal</b>	Increase capacity of teachers and staff across all County school districts to identify and escalate behavioral health concerns	Equip parents/caregivers to proactively address emerging behavioral health concerns before they increase in severity	Ensure that families successfully access needed behavioral health services and supports

## WISP Implementation and Oversight

- ❖ **Governance Group:** This group will convene regularly to review progress, troubleshoot emerging issues, and identify opportunities for quality improvement. Comprised of the WISP Manager and representatives from BHS and COE.
- ❖ **School-Based Mental Health Collaborative:** This collaborative will regularly convene and serve as a key venue for capacity building and establishing linkages between the County's school system and a variety of behavioral health providers. Comprised of representatives from the COE, BHS, the County's school districts, CBOs, and others.
- ❖ **Youth Mental Health Coalition:** This coalition will periodically convene to provide input on WISP activities and help to identify current and emerging issues related to mental health among their peers. Comprised of student representatives.
- ❖ **WISP Manager:** New position that will oversee the planning, implementation, evaluation, and CQI of all the County's WISP activities. This individual will report on program progress; facilitate the School-Based Mental Health Collaborative and Youth Mental Health Coalition; and supervise the WISP Liaisons, Foster and Homeless Youth Navigator, and the Parent Champions.
- ❖ **WISP Liaisons:** Four individuals will be hired for each region in the County (North, South, East, West) to provide technical assistance and support to the districts in their region. These individuals will serve as a resource for Parent Champions and District Liaisons, support stigma reduction and 211 awareness, provide one-on-one navigation support to parents/caregivers of students identified with acute behavioral health concerns in their region, and provide technical assistance to schools seeking to establish, expand, or improve their Wellness Centers and establish a mental health screening mechanism.
- ❖ **Foster and Homeless Youth Navigator:** A new position established by COE who will provide one-on-one navigation support to parents/caregivers of foster and homeless youth identified with acute behavioral health concerns across the County.
- ❖ **District Liaisons:** Each school district will identify a liaison to support the WISP. District Liaisons will deliver trainings to school staff on a range of behavioral health and wellness-related topics and work closely with the WISP Manager and WISP Liaisons to communicate their district's needs and resources.
- ❖ **Parent Champions:** Through lived experience of navigating the children and youth behavioral health system, champions will provide peer support to parents/caregivers of students with behavioral health needs as they work to identify and access behavioral health services and supports.

## Grant Timeline

The MHSSA grant will begin in September 2021 with funding continuing through August 2025. The WISP will be implemented in a phased approach beginning with Tier 1 services in all school districts and Tier 2 services in high-need districts. All districts are expected to be receiving all WISP services by the end of 2022. The County plans to continue funding the WISP once the MHSSA grant has concluded.







# Child & Adolescent Behavioral Health

## School-based Mental Health



# Our Schools

- **18 School Districts**
- **298 Schools within the County**
- **4 SELPAs**
- **Behavioral Health Services developed partnerships with individual school districts**
- **Behavioral Health Services, Office of Education & CCHP are exploring ways to partner and collaborate**

# Contra Costa County



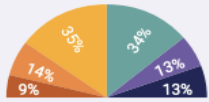
## The Opportunity Gap for Children Across Contra Costa County

While many kids in Contra Costa County are thriving, others lack basic health, education, and financial supports they need for well-being and long-term success. Since countywide statistics can mask such issues, regional data is useful for highlighting disparities and targeting resources. It's especially critical to provide supports to those who are born into structural inequities such as kids of color, children living in poverty, kids in foster care, and dual-language learners. The statistics below show that some children in the county have far fewer opportunities to succeed than others.<sup>1</sup>

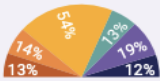
### Demographic Overview<sup>2</sup>

- Black
- Asian
- Latino
- White
- Other<sup>3</sup>
- 2+ Races

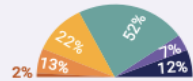
**Contra Costa**  
260,950 kids



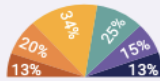
**West**  
54,938 kids  
Hercules, San Pablo, Richmond



**Central**  
108,819 kids  
Concord, San Ramon, Walnut Creek



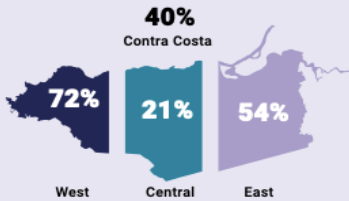
**East**  
96,431 kids  
Pittsburg, Antioch, Brentwood



### Child poverty varies widely across the county.<sup>4</sup>

#### Low-income students

Students who are eligible for free & reduced-price meals, with family annual income under \$46,500.<sup>5</sup>



### Without additional supports, poverty can limit kids' opportunities.<sup>6</sup>

Childhood poverty is linked to:

- worse academic outcomes
- food insecurity
- toxic stress

### Too many kids are entering school with tooth decay, especially in West and East county.

Percent of kindergarteners with reported tooth decay.<sup>7</sup>

- 18% Contra Costa
- 25% West
- 13% Central
- 25% East

Children with untreated oral health problems are at risk for:

- increased absences
- lower grades
- low self-esteem
- trouble sleeping
- difficulty eating
- weakened immune system

### Children are more likely to suffer from uncontrolled asthma when it is difficult to access preventive health care.

Average number of children's ER Visits for asthma, 2009-16 per 10,000<sup>8</sup>

- 82 Contra Costa
- 126 West
- 49 Central
- 107 East

Children with regular health care are more likely to:

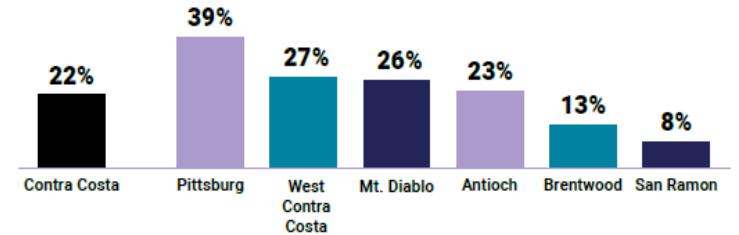
- do better in school and miss fewer days
- graduate from high school and go to college
- earn more money as adults
- have fewer emergency room and hospital visits as adults

This means that more kids visit the emergency room for chronic asthma. Poor air quality and other factors also contribute to childhood asthma.

Percent of children *not* ready to start school.<sup>10</sup>

### Too many kindergarteners are not ready for school, particularly in some districts.

Children who are behind when they start kindergarten may fall further and further behind (e.g., see 3rd grade reading, below).<sup>9</sup>



### Too many 3rd-graders are reading below grade level, especially in West and East County.



3rd-grade reading is linked to 9th-grade outcomes, high school graduation, and college enrollment rates. This indicator offers an opportunity for targeted interventions with at-risk students while they are still in elementary school.

The percent of 3rd-graders reading *below* grade level reflects large regional disparities.<sup>11</sup>

- 29% Contra Costa
- 46% West
- 21% Central
- 35% East

Economically disadvantaged 3rd-graders are **3x** more likely than non-disadvantaged 3rd-graders to read below grade level.

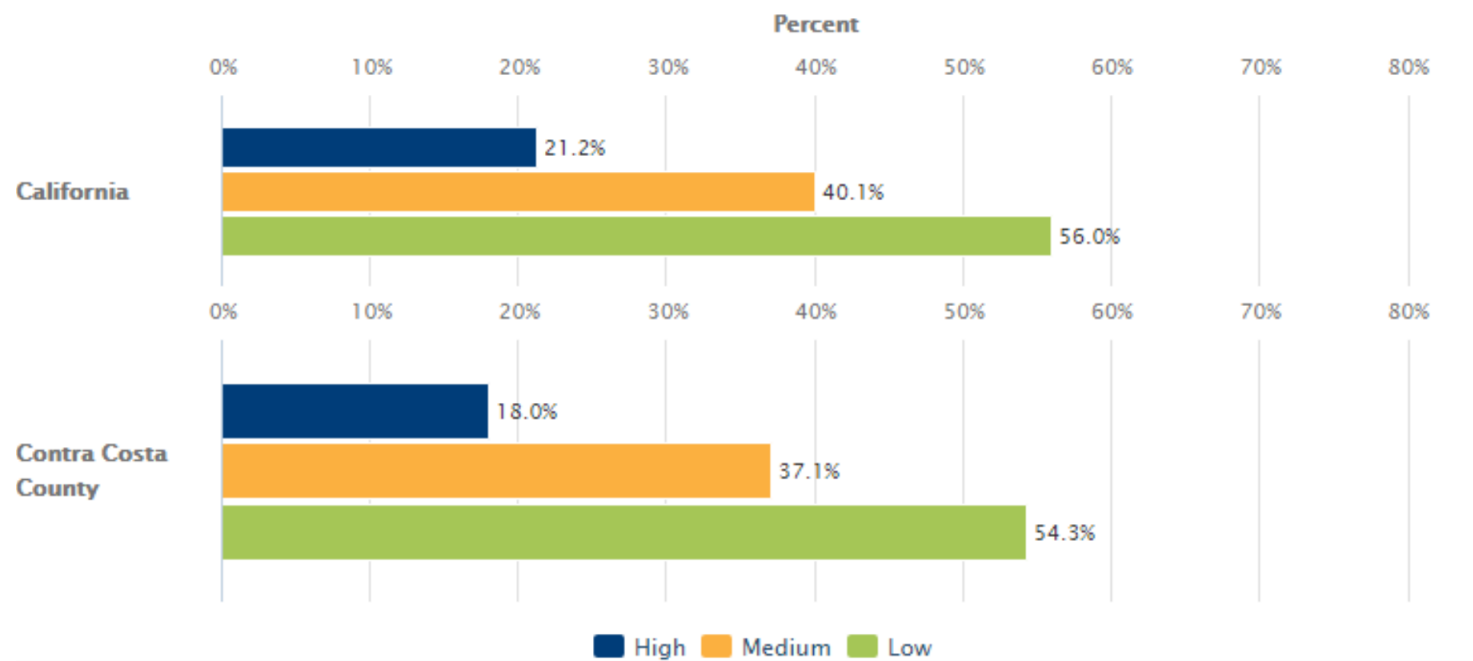
Racial disparities are enormous. Black (49%), Latino (43%), & Pacific Islander (38%) 3rd-graders are **2-3x more likely** to read below grade level than their White (16%) peers across the county.

#CloseTheGapCCC



# Depression-Related Feelings, by Level of School Connectedness: 2017-2019

(Level of School Connectedness: All; Student Response: Yes)



Definition: Estimated percentage of public school students in grades 7, 9, 11, and non-traditional programs who, in the previous year, felt so sad or hopeless almost every day for two weeks or more that they stopped doing some usual activities, by level of school connectedness (e.g., in 2017-2019, 56% of California students in grades 7, 9, 11, and non-traditional programs with low levels of school connectedness had depression-related feelings in the previous year).

Data Source: [As cited on kidsdata.org](#), WestEd, California Healthy Kids Survey (CHKS) and Biennial State CHKS. California Dept. of Education (Aug. 2020).



## Depression-Related Feelings, by Race/Ethnicity: 2017-2019 (Race/Ethnicity: **All**; Student Response: **All**)

California	Percent	
	Yes	No
African American/Black	28.6%	71.4%
American Indian/Alaska Native	33.6%	66.4%
Asian	31.2%	68.8%
Hispanic/Latino	34.4%	65.6%
Native Hawaiian/Pacific Islander	34.1%	65.9%
White	31.6%	68.4%
Multiracial	36.4%	63.6%
Other	29.7%	70.3%

Contra Costa County	Percent	
	Yes	No
African American/Black	27.4%	72.6%
American Indian/Alaska Native	25.3%	74.7%
Asian	28.6%	71.4%
Hispanic/Latino	32.1%	67.9%
Native Hawaiian/Pacific Islander	35.6%	64.4%
White	26.3%	73.7%
Multiracial	32.4%	67.6%
Other	22.1%	77.9%

Definition: Estimated percentage of public school students in grades 7, 9, 11, and non-traditional programs who, in the previous year, felt so sad or hopeless almost every day for two weeks or more that they stopped doing some usual activities, by race/ethnicity (e.g., in 2017-2019, 34.4% of Hispanic/Latino students in grades 7, 9, 11, and non-traditional programs in California had depression-related feelings in the previous year).

Data Source: [As cited on kidsdata.org](https://kidsdata.org), WestEd, California Healthy Kids Survey (CHKS) and Biennial State CHKS. California Dept. of Education (Aug. 2020).

## Depression-Related Feelings, by Sexual Orientation: 2017-2019 (Sexual Orientation: **All**; Student Response: **All**)

California	Percent	
	Yes	No
Sexual Orientation		
Gay / Lesbian / Bisexual	67.3%	32.7%
Straight	29.1%	70.9%
Not Sure	49.9%	50.1%

Contra Costa County	Percent	
	Yes	No
Sexual Orientation		
Gay / Lesbian / Bisexual	63.5%	36.5%
Straight	25.2%	74.8%
Not Sure	42.3%	57.7%

Definition: Estimated percentage of public school students in grades 7, 9, 11, and non-traditional programs who, in the previous year, felt so sad or hopeless almost every day for two weeks or more that they stopped doing some usual activities, by sexual orientation (e.g., in 2017-2019, 67.3% of gay, lesbian, and bisexual students in grades 7, 9, 11, and non-traditional programs in California had depression-related feelings in the previous year).

Data Source: [As cited on kidsdata.org](https://www.kidsdata.org/), WestEd, California Healthy Kids Survey (CHKS) and Biennial State CHKS. California Dept. of Education (Aug. 2020).

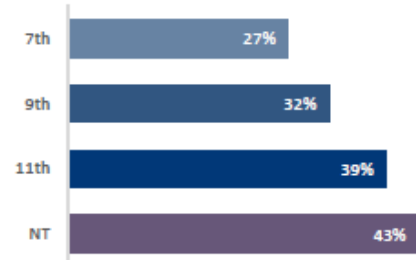
# 2019-2020

## California Healthy Kids Survey Results Highlights

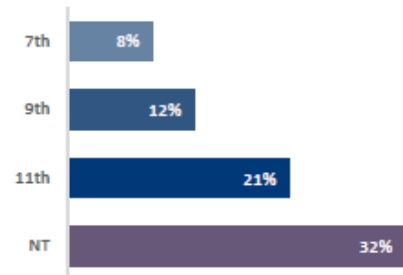
### Contra Costa

#### Mental Health

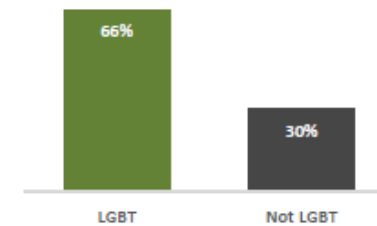
% of students who reported *chronic sadness or hopeless feelings* in the last 12 months



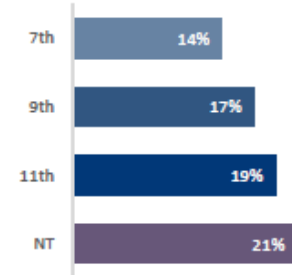
% of students who reported *being absent from school* for feeling sad, hopeless, anxious, stressed, angry, or not feeling safe at school



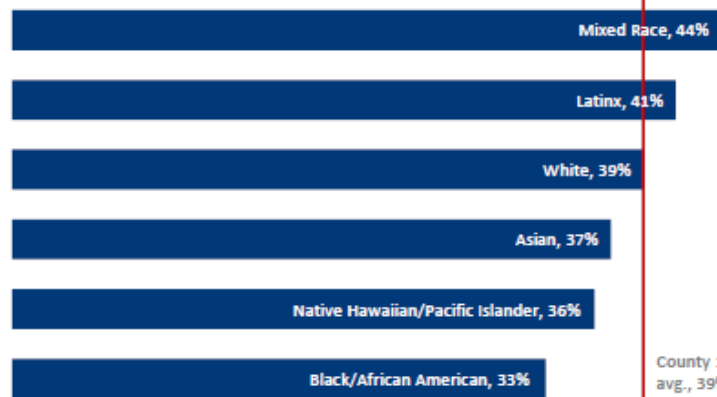
% of **LGBT** students who reported *chronic sadness or hopeless feelings* in last 12 months



% of students who reported *seriously considering attempting suicide*



% of **11th grade** students who reported chronic sadness or hopeless feelings by Race/Ethnicity



County 11th grade avg., 39%

# Overview of existing services

**BHS Children's contracts with nine organizational providers to deliver on-site mental health services at 70 schools**

Bay Area Community Resources  
Community Health for Asian Americans  
Familias Unidas  
Seneca  
Fred Finch  
West Contra Costa USD  
Mt Diablo USD  
Lincoln Child Center  
La Cheim  
James Morehouse

# Overview (continued)

- **MHSA/Prevention & Early Intervention Services**
  - Awareness and Mental Health Education
  - Support Groups
- **Public Health school-based physical health & mental health services**



# Mental Health Student Services Act (MHSSA) Grant

- **With the 2019/2020 budget bill Governor signed SB75/MHSSA (\$80 Mio)**
- **Purpose: to establish mental health partnerships between county behavioral health departments, school districts, charter schools and county offices of education.**



# Contra Costa MHSSA Application

**Application established a collaborative between**

- **County Behavioral Health**
- **Contra Costa Office of Education**
- **All 18 school districts**
  
- **Budget bill of 2021/2022 allocated additional funds to MHSSA (\$205 Mio)**
- **Second round of awards in June 2021 included Contra Costa**
- **6 Mio over 4 years**
- **Start date of September 2021**

# Program Goals

- **Prevent mental illness from becoming severe and disabling**
- **Improve timely access to services for the underserved**
- **Outreach to families, employers, primary care providers, and others to recognize early signs of potentially severe and disabling mental illnesses**
- **Reduce the stigma associated with mental illness**
- **Reduce discrimination against those with mental illness**
- **Prevent negative outcomes in the targeted population**



# Wellness in Schools Program (WISP)

## Tiered approach

- **Tier 1: Prevention**
- **Tier 2: Parent/student support**
- **Tier 3: Intensive caregiver/student support**

	<b>Tier 1: Baseline Preventative Behavioral Health Training &amp; Technical Assistance</b>	<b>Tier 2: Moderate Parent/Caregiver &amp; Student Support</b>	<b>Tier 3: Intensive Parent/Caregiver Support</b>
<b>Target Recipients</b>	100% of students and their families	Students identified with moderate behavioral health concerns and their families	Students identified with acute behavioral health concerns and their families
<b>Mechanisms</b>	<ul style="list-style-type: none"> <li>▪ Teacher and staff training</li> <li>▪ Mental health awareness communications</li> <li>▪ Technical assistance to schools for Wellness Centers and establishing screening mechanism</li> </ul>	<ul style="list-style-type: none"> <li>▪ Scale up existing PEI-funded parent/caregiver support program</li> <li>▪ Establish student mental health support groups</li> <li>▪ Parent Champions provide navigation support in each school district</li> </ul>	<ul style="list-style-type: none"> <li>▪ One-on-one navigation support for parents/caregivers</li> <li>▪ Expand existing PEI- and MediCal-funded direct mental health services in high-need or underserved school districts</li> </ul>
<b>Goal</b>	Increase capacity of teachers and staff across all County school districts to identify and escalate behavioral health concerns	Equip parents/caregivers to proactively address emerging behavioral health concerns before they increase in severity	Ensure that families successfully access needed behavioral health services and supports

# WISP (continued-1)

- **1 WISP Program Manager and 4 WISP Liaisons (one for each region, under the umbrella of Office of Education)**
- **Expertise to navigate both, education and health systems**
- **Collaborate with district liaisons to deliver mental health awareness trainings**
- **Provide technical assistance to establish, expand, improve wellness centers**
- **Establish mechanisms for screening of risk factors for trauma and other mental health conditions**
- **Expand Prevention & Early Intervention contracts to expand parent education and support groups in schools**
- **Train and mentor parent champions for parent support**
- **Foster and Homeless Youth Navigator**
- **Expand school-based mental health contracts for direct services**



# WISP (continued-2)

- **Governing Group**
- **School Based Mental Health Collaborative**
- **Youth Mental Health Coalition**



# School-Linked Incentive Program Funds

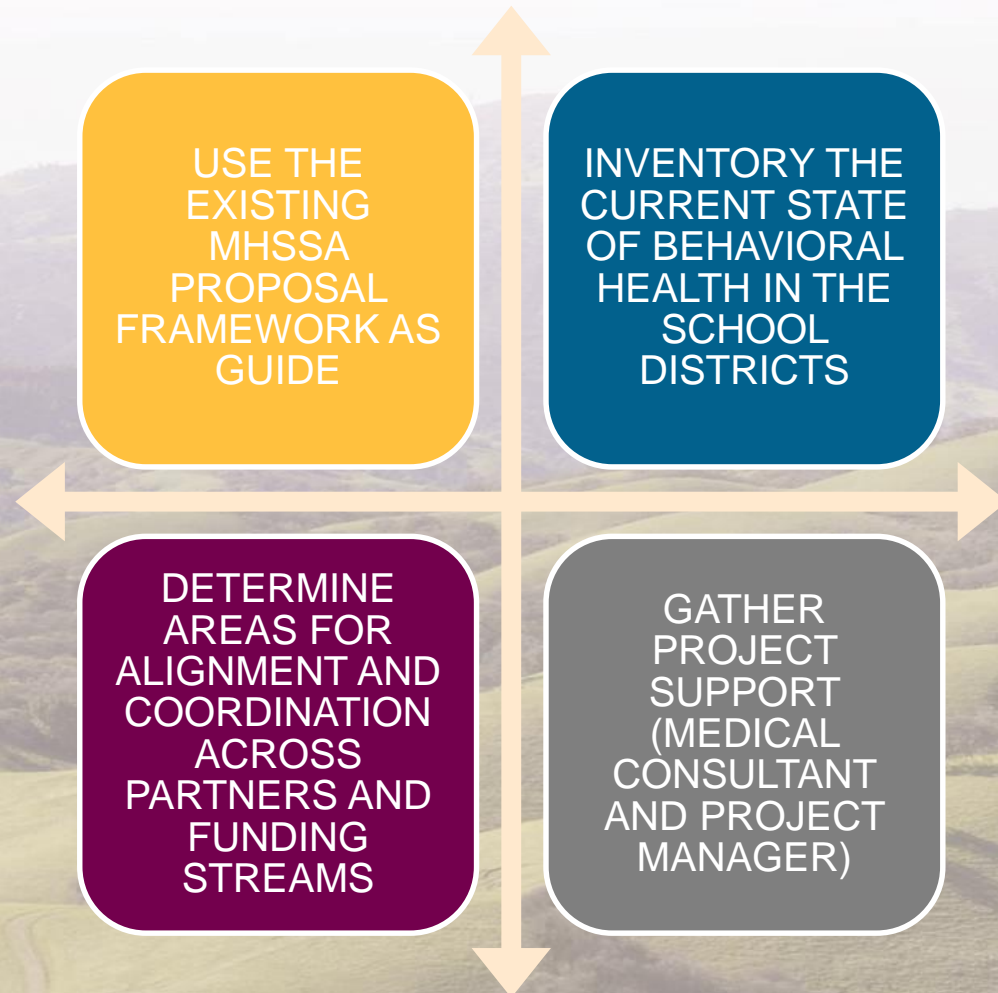
- **550 Mio over 2 years**
- **Adds Contra Costa Health Plan (CCHP) as a key partner to the collaborative**
- **Leverage and build on MHSSA grant implementation planning**

# School-Linked Incentive Program Funds (2)

- **Initiative aims to transform the Behavioral Health system into an innovative ecosystem that focuses on children and youth under age 25**
- **Fosters school linked partnerships between community, Behavioral Health Services and Managed Care Plans**
- **MCPs are required to implement interventions that expand access to preventive, early intervention and BH services for children K-12**
- **Development of evidence-based BH program for success**
- **State-wide fee schedules for school linked services from DHCS**



# Building the Framework for School Based Behavioral Health



To: Contra Costa County Housing Authority Board of Commissioners  
 From: Joseph Villarreal, Housing Authority  
 Date: August 10, 2021



Contra  
 Costa  
 County

Subject: Resolution No. 5236 approving the Successor Memorandum of Understanding with Public Employees Union, Local #1/AFSCME

---

### **RECOMMENDATIONS**

ADOPT Resolution No. 5236 approving the Successor Memorandum of Understanding with Public Employees Union, Local #1/AFSCME, providing for wages, non-healthcare benefits, and other employment conditions for the period July 1, 2021, through June 30, 2024.

### **BACKGROUND**

Negotiations with Public Employees Union, Local #1/AFSME (Union) for a successor MOU began on April 12, 2021. On June 21, 2021, the parties reached a tentative agreement for a Memorandum of Understanding (MOU) for the period July 1, 2021, through June 30, 2024. The new MOU provides for the following:

- A one-time, five percent (5%) Market Equity adjustment for all classifications effective the first full pay period following Board ratification.
- A 2.5% cost of living adjustment effective the first full pay period after Board ratification; a 2.5% cost of living adjustment effective July 1, 2022, and a 2.5% cost of living adjustment effective July 1, 2023.
- For Maintenance On-Call staff only, two (2) hours of pay for each workday assigned on-call duty and four (4) hours of pay when assigned on-call duty on Friday, Saturday, or Sunday.
- Upon ratification by the Board of Commissioner, HACCC will no longer observe a 9/80 work schedule. Instead, HACCC will observe a Monday through Thursday. 4/10 work schedule. Changes will be made to Exhibit B to reflect the new 4/10 work schedule plan.

---

Action of Board On: **08/10/2021**  APPROVED AS RECOMMENDED  OTHER

Clerks Notes:

### **VOTE OF COMMISSIONERS**

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

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

ATTESTED: August 10, 2021

Joseph Villarreal, Executive Director

By: June McHuen, Deputy

Contact: 925-957-8028

cc:

## BACKGROUND (CONT'D)

- HACCC Management will Meet & Confer with the Union within 30 business days of Union ratification and Board of Commissioner approval to discuss a Telecommuting Policy for HACCC.
- An update to reflect new laws surrounding payroll deduction for Union membership dues and organizational security.
- Changing language that states “deal with” the Union to read “work with” the Union.
- Correct loss of seniority to reflect Practice, Policies, and Procedures.
- Allow for electronic distribution of seniority list.
- Add clarifying language regarding the number of hours paid for holidays and remove outdated floating holiday language. Provide language to reflect practice on vacation leave.
- Move “Sick leave shall be charged in no less than one quarter (¼) hour increments” from 11.6 to 11.3.
- Change order in of 4) and 5) in 14.1 – Add language to reflect practice on leave of absence.
- Update language in MOU to reflect FMLA/CFRA law.
- Update language in MOU to reflect practice on bereavement leave.
- Add language to agree to meet and confer with Union should a pandemic be declared by local health officials.
- Update Market Equity adjustments language to reflect 2021 change.
- Change to allow up to 1 year for temporary positions to accommodate ongoing recruitment, leave of absence, and special projects as approved by the Executive Director.
- Remove contribution amounts prior to 1/1/2019.
- Administrative change, changing from fiscal years to term of MOU for vision reimbursement.
- Change from 30 calendar days to 30 business days regarding Skelly notice.
- Housekeeping, MOU edit to correct numbering of sections on Posting and Filling Vacant Positions.
- Update to reflect current practice of assigned cellular phone.
- Change boot purchase practice from reimbursement to referral to vendor.
- Update On-Call exhibit to reflect practice, include new safety practice and requirements for mechanics serving on call assignment.
- Replace all “Maintenance Mechanic Supervisor” to “Housing Authority Management”

## FISCAL IMPACT

The Housing Authority’s current budget provides for the changes in the economic terms of the proposed MOU. Assuming current HUD funding levels, staff project that HACCC’s reserve levels will not be decreased by the proposed salary and benefit modifications for represented and unrepresented employees.

## CONSEQUENCE OF NEGATIVE ACTION

Should the Board elect not to adopt these actions, HACCC would not have an agreement with Public Employees Union, Local #1/AFSCME and negotiations would resume.

## AGENDA ATTACHMENTS

HA RES 5236

MOU HACCC.LOCAL1/AFSCME 2021-2024

## MINUTES ATTACHMENTS

Signed Resolution No. 5236

THE BOARD OF COMMISSIONERS OF THE  
HOUSING AUTHORITY OF THE COUNTY OF CONTRA COSTA

RESOLUTION NO. 5236

WHEREAS, the Executive Director of the Housing Authority of the County of Contra Costa has submitted a Memorandum of Understanding to be entered into with Public Employees Union, Local #1/AFSCME providing for wages, non-healthcare benefits, and other employment conditions for the term of July 1, 2021, through June 30, 2024;

NOW, THEREFORE BE IT RESOLVED that the Memorandum of Understanding referred to above, having been fully considered, is APPROVED.

PASSED AND ADOPTED ON \_\_\_\_\_ by  
the following vote of the Commissioners.

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  
COMMISSIONERS ON THE DATE SHOWN.

ATTESTED \_\_\_\_\_

JOSEPH VILLARREAL, CLERK OF  
THE BOARD OF COMMISSIONERS  
AND EXECUTIVE DIRECTOR

BY \_\_\_\_\_





**THE BOARD OF COMMISSIONERS OF THE HOUSING  
AUTHORITY OF THE COUNTY OF CONTRA COSTA**

**RESOLUTION NO. 5236**

WHEREAS, the Executive Director of the Housing Authority of the County of Contra Costa has submitted a Memorandum of Understanding to be entered into with Public Employees Union, Local #1/AFSCME providing for wages, non-healthcare benefits, and other employment conditions for the term of July 1, 2021, through June 30, 2024;

NOW, THEREFORE BE IT RESOLVED that the Memorandum of Understanding referred to above, having been fully considered, is APPROVED.

PASSED AND ADOPTED ON August 10, 2021 by following vote of the Commissioners.

AYES: John Gioia, Candace Andersen, Diane Burgis, Karen Mitchoff, Federal Glover

NOES: None

ABSENT: Cynthia Jordan, Joanne Segura

ABSTAIN: None

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

ATTESTED August 10 2021  
JOSEPH VILLARREAL, CLERK OF THE BOARD OF  
COMMISSIONERS AND EXECUTIVE DIRECTOR

BY Jane Miller  
Deputy Clerk

# MEMORANDUM OF UNDERSTANDING

Between

**HOUSING AUTHORITY OF THE COUNTY OF CONTRA COSTA**



And

**Public Employees Union, Local #1/AFSCME**



**July 1, 2021 through June 30, 2024**

**MEMORANDUM OF UNDERSTANDING**  
**HOUSING AUTHORITY OF THE COUNTY OF CONTRA COSTA**  
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## **MEMORANDUM OF UNDERSTANDING**

### **HOUSING AUTHORITY OF THE COUNTY OF CONTRA COSTA**

#### **PREAMBLE**

This Memorandum of Understanding is made and entered into as of the 1 day of July, 2021 by and between the Housing Authority of the County of Contra Costa (hereinafter called "Authority") and the Public Employees Union, Local #1/AFSCME (hereinafter called "Union").

The Authority is a public body, corporate and politic, organized and existing under and pursuant to the laws of the State of California.

As such, the Authority must comply with all applicable laws of the United States and the State of California, including provisions of the Meyers-Milias Brown Act, and all administrative regulations promulgated by the Department of Housing and Urban Development (hereinafter referred to as "HUD"), pursuant to the Annual Contributions and Administration Contract between it and the Authority.

#### **Section 1. Recognition**

Local #1/AFSCME is hereby recognized as the exclusive bargaining representative for all employees in the job classifications hereafter set forth in Exhibit A. The term "employee" as used in this Memorandum of Understanding, unless it is clearly indicated otherwise, shall be deemed to mean only those employees who are included in the bargaining unit hereinafter set forth in Exhibit A of this Memorandum of Understanding. There shall be two (2) bargaining units: Maintenance and Clerical.

#### **Section 2. Management Rights**

The Authority has the right to manage the Authority and to direct the work force including the determination of staffing requirements, classifications, and content of job descriptions.

The Authority has the right to establish reasonable rules and regulations. Such rules and regulations so established shall be conspicuously posted.

All management rights and functions, except those which are clearly and expressly abridged by this Memorandum of Understanding, shall remain vested with the Authority.

The Authority shall have full freedom in determining the qualifications and hiring of new employees for positions covered under this Memorandum of Understanding.

### **Section 3. Union Rights**

#### **3.1 Duty of Fair Representation**

Local #1/AFSCME agrees that it has a duty to provide fair and non-discriminatory representation to all employees in all classes in the unit for which this section is applicable regardless of whether they are members of Local #1/AFSCME.

#### **3.2 Notice**

An employee employed in or hired into a job class represented by Local #1/AFSCME shall be notified that the Housing Authority has a Memorandum of Understanding with the Union regarding wages, benefits and terms and conditions of employment.

#### **3.3 Indemnification**

All provisions regarding Union membership are governed by the Union. Local #1/AFSCME shall indemnify, defend, and hold the Housing Authority harmless against any and all claims, demands, suits, orders or judgments, or other forms of liability that arise out of or by reason of this Local #1/AFSCME membership section, or action taken or not taken by the Housing Authority under this Section. This includes, but is not limited to, the Housing Authority's Attorneys' fees and costs. The provisions of this subsection shall not be subject to the grievance procedure.

#### **3.4 Bargaining Unit Update**

The Housing Authority shall monthly furnish a list of all new hires within the bargaining unit to Local #1/AFSCME.

#### **3.5 Union Organizational Security**

Employees who are currently members of the Union, or are new or returning members, may authorize deductions of member dues or initiation fees and/or assessments. Union deduction authorizations and cancellations will be provided to the employer by the Union.

### **Section 4. No Discrimination Provisions**

#### **4.1 No Discrimination**

There shall be no discrimination because of race, religious creed, color, national origin, sex or Union protected activity against any employee of the Employer or by anyone employed by the Authority; and to the extent prohibited by applicable state and federal law there shall be no discrimination because of age.

#### **4.2 Americans With Disabilities Act (ADA) Accommodation**

There shall be no discrimination against any disabled person solely because of such disability unless that disability prevents the person from meeting the minimum standards established for the position.

The Employer and the Union recognize that the Authority has an obligation to reasonably accommodate disabled employees. If by reason of the aforesaid



requirement the Authority contemplates actions to provide reasonable accommodation to an individual employee in compliance with laws covering employees with disabilities which are in conflict with any provision of this Agreement, the Union will be advised of such proposed accommodation. Upon request, the Authority will meet and confer with the Union on the impact of such accommodation.

If the Authority and the Union do not reach agreement, the Authority may implement the accommodation if required by law without further negotiations. Nothing in this MOU shall preclude the Authority from taking actions necessary to comply with the requirements of the law.

4.3 No Harassment Provision

The Authority does not tolerate harassment of or by employees at the workplace or in any work-related situation.

Harassment is any treatment of an employee which has the purpose or effect of affecting employment decisions concerning an individual, or unreasonably interfering with an individual's work performance, or creating an intimidating or hostile work environment. Such conduct includes but is not limited to sexual harassment, arbitrary or capricious changes of assignments, or conduct of an Authority employee which creates a hostile work environment.

All employees are required to comply with this provision. Should any employee learn of or be advised of a possible infraction of this provision, he/she should immediately report the incident to his /her supervisor or to the Human Resources Officer.

An employee who witnesses or believes that he/she has been the object of harassment should notify his/her supervisor or the Human Resources Officer. The Authority will investigate all reports of harassment and will take appropriate remedial action. The Authority considers harassment a serious offense and any employee who is reasonably believed to have violated this provision may be subject to discipline, up to and including termination.

**Section 5. No Strike and No Lockout Guarantee**

5.1 No Strike

Union and its officials will not, directly or indirectly, take part in any action or strike against the operation of the Authority during the term of this Memorandum of Understanding.

In the event an unauthorized work stoppage occurs, Union shall, as soon as possible and after written notification by the Authority, post notice at the facilities that such action is unauthorized and promptly take steps to return its members to work.

## 5.2 No Lockout

The Authority shall not conduct a lockout of its employees during the term of this Memorandum of Understanding.

## **Section 6. Union Representation**

### 6.1 Official Union Representatives

The Employer recognizes and agrees to work with the designated Union Stewards and Representatives of Union in all matters relating to grievances and the interpretation of this Memorandum of Understanding.

### 6.2 Shop Stewards

Union may designate three (3) Shop Stewards for each unit. A Steward shall be allowed reasonable time to investigate a specified grievance, provided it is in his/her assigned work area or the steward has received advance approval from the supervisor to leave his/her immediate work area. The shop Steward shall be allowed to attend meetings with management representatives, to be present at hearings where matters within the scope of representation are being considered and at such other times as may be authorized by the Authority. Such authorization is subject to prior notification and approval of the immediate supervisor. Supervisors shall not deny Stewards a reasonable time except under extraordinary circumstances and in no case shall denial be arbitrary or capricious.

### 6.3 Union Access

Union representatives shall have access to all employees in the unit on an individual basis during working hours. Representatives of Union shall be permitted to enter the premises of the Employer in which Union has members at any time during regular working hours to conduct business pertaining to the scope of representation without interference with or interruption of the work effort.

### 6.4 Unit Authorized Leave

The Employer agrees that upon appropriate request from Union designating the employee(s) and the date(s), the Employer will grant up to a maximum of three (3) days' authorized leave with pay annually for the represented unit as a whole. At least two (2) weeks' notice shall be given by Union and work schedules must not be unduly interrupted.

### 6.5 Use of In-House Mailing

Employees designated as Shop Stewards or official representatives of Union shall be granted the use of the Employer's in-house mailing for Union business.

### 6.6 Bulletin Boards

The employer shall provide Union with space on bulletin boards in areas where Union has employees it represents for the purpose of posting non-controversial Union notices. Such notices may be posted by the Steward, although not limited to the following notices, they may include:

- 1) Recreational and social events of Union
- 2) Union meetings
- 3) Union elections, appointments
- 4) Results of Union elections
- 5) Other matters relating to the scope of representation

In the event a dispute arises concerning the appropriateness of material posted, the Business Representative of Union will be advised by the Executive Director of the nature of the dispute and the notices will be removed from the bulletin boards until the dispute is resolved.

## **Section 7. Seniority**

### **7.1 Defined**

Seniority is defined as the length of service from the date of hire as a permanent employee. Seniority shall not accrue during periods of leave without pay after an absence of six (6) months.

### **7.2 Loss of Seniority**

Employees shall lose their seniority for the following reasons:

- 1) Discharge for just cause
- 2) Resignation
- 3) Failure to return to work when recalled from layoff. The employer shall forward the return-to-work notice to the recalled employee's last known address by certified mail, and the recalled employee shall have ten (10) days to respond after the mailing of the notice
- 4) Failure to return to work after expiration of a formal leave of absence
- 5) Retirement
- 6) Layoff for a continuous period of two (2) years
- 7) Constructive Resignation

### **7.3 New Employee Probation Provisions**

- 1) All new employees shall serve a twelve (12) month probationary period. The probationary period shall commence on the date of hire and conclude exactly twelve (12) months later. If this date occurs on a Saturday or Sunday, the probation period shall end on the preceding Friday. Absences of five (5) or more days during the probationary period shall extend the probationary period by the number of days not worked.
- 2) All newly hired probationary employees shall receive written performance evaluations at the end of the first three (3) months of employment, at the end of six (6) months, at the end of nine (9) months, and after the first twelve (12) months of employment. If either of the first two (2) evaluations shows less than satisfactory performance, the rater shall comment in writing on those specific matters raised. The rater shall inform the employee in writing what improvements should be made to reach a satisfactory level of performance in order to achieve permanent status.

- 3) Probationary employees shall be granted access to the grievance procedures except for probationary releases.
- 4) A probationary employee may be released from employment at any time during the initial probationary period without advance notice and without right of appeal or hearing.

#### 7.4 Promotional Employee Probation Provisions

- 1) An employee promoting to a higher paying classification within the bargaining unit shall serve a probation period of nine (9) months.
- 2) Promotional probationary employees shall be formally evaluated at three (3) months, six (6) months, and at nine (9) months.
- 3) Absences of five (5) or more days during the promotional probationary period shall extend the probationary period by the number of days not worked. The promotional probationary period may be extended to allow employee to reach a satisfactory level of performance or obtain required certifications in order to achieve permanent status in promoted position.
- 4) Employees may be released from promotional probation without notice and without right of appeal but shall be returned to the position and step formerly held. Any employee who promotes and while on probation is terminated for cause, shall be entitled to notice and appeal as provided in this Memorandum of Understanding.

#### 7.5 Seniority Upon Break in Bargaining Unit Service

Employees transferred or promoted to other positions within the Authority, but outside the jurisdiction of this Memorandum of Understanding, will retain, but not accrue, their seniority in the event of subsequent transfer back to a position covered by this Memorandum of Understanding. If the transfer or assigned work out of class is temporary in nature, the employee will continue to accrue seniority in his/her permanent position.

#### 7.6 Seniority List

The Authority shall prepare and maintain a seniority list which shall show the names, classification title, seniority unit, and seniority date of hire of all bargaining unit employees. Union shall be given two (2) copies of the list within thirty (30) calendar days after the date of this Memorandum of Understanding, and thereafter a current list upon request.

A copy of this seniority unit list, including the same information, shall be emailed to all employees using their assigned work email address. This list shall be available for inspection by the employee and his/her Steward.

In the event that two (2) or more employees have the same seniority date (hire date) and an incident arises which requires a seniority decision affecting those employees, the respective seniority of such employees shall be determined on an incident by incident basis.

For each incident, the names of affected employees will be placed in a lot, from which one name will be drawn by management in the presence of affected employees. The affected employee whose name is drawn will be deemed to have seniority rights over the other affected employees for this incident only, and any remaining ties shall be resolved by repeating the process.

The Authority may determine the required qualifications of employees for the purpose of promotions, demotions, and employment of new employees. In determining the employee's qualifications to meet the requirements, the Authority will take into consideration:

- 1) The employee's knowledge of the duties to be performed and the equipment to be used;
- 2) The employee's performance in his/her current assignment or employment; and
- 3) His/her training, ability and experience, if any, in similar lines of work.

## **Section 8. Layoff**

### **8.1 Notice of Layoff**

Permanent employee unit members affected by layoff shall be given no less than thirty (30) calendar days' written notice of such action.

### **8.2 Order of Layoff**

When one (1) or more employees performing in the same classification are to be laid off for lack of work, reorganization, or lack of funds, the order of layoff shall be as follows:

- 1) All temporary employees
- 2) All probationary employees
- 3) All permanent employees in the inverse order of their seniority
- 4) Employees affected in (3) above will be allowed to accept demotion to a lower classification if they have previously held that lower classification for a period of at least six (6) months, or can meet the qualifications for the entry level position in any seniority unit, and have seniority over an incumbent in that position or the position is vacant

When an employee was initially employed in an identifiable entry level position within an existing specific family grouping of classifications, that employee shall retain seniority for that entry level position even though the position has been reclassified and/or the title changed, provided the employee meets minimum qualifications required for the entry level position.

### **8.3 Layoff Bumping Order**

Employees "bumped" by the foregoing will, for purposes of this Section, be treated as notified of layoff and the same rights will apply.

The employee may continue to bump into successive lower classes in which

he/she has served and for which he/she is qualified to avoid layoff.

Employees accepting demotion to a classification paid at a lower salary range will have their salaries adjusted so that they occupy the same step in the new lower range as they did in their previous range.

An employee may elect to be laid off in lieu of bumping. Accepting such layoff does not affect the employee's reemployment rights under this Memorandum of Understanding.

Seniority for permanent part-time employees shall be determined by converting the employee's total hours to a full-time equivalency.

Employees "bumped" and/or demoted as a result of a reorganization not associated with lack of work or lack of funds situation shall maintain his/her present salary and shall not receive any additional compensation until the salary of the lower position he/she is filling is equal to his/her salary. This procedure is known as "Y" rating.

8.4 Layoff Unit Transfer Rights

If a vacant position is outside of the laid off employee's unit, employees who are laid off may fill any vacant position for which they meet the minimum qualifications. Such an employee shall have preference over outside applicants.

8.5 Reemployment List

The names of employees laid off shall be entered upon a reemployment list in the inverse order of seniority that they were laid off and a copy submitted to Union. The person ranking highest on the reemployment list for a particular classification shall be offered the appointment when a permanent or permanent part-time or temporary vacancy exists in that classification prior to public advertising. The reemployment list shall be applicable for twenty-four (24) months.



## Section 9. Holidays Observed

9.1 The following holidays shall be observed with pay for full-time and permanent part-time employees:

New Year's Day	January 1
Martin Luther King Jr. Day	3rd Monday in January
Presidents' Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veterans Day	November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	Friday following Thanksgiving
Christmas Day	December 25

Every day declared by the governing body, by resolution, to be a holiday will be paid for eight (8) hours on the observed holiday.

Employees shall be credited with 2.67 hours per month for each month of employment to be used as floating personal holiday leave.

Employees shall be allowed to use such time in increments of no less than one quarter ( $\frac{1}{4}$ ) hour increments . On separation from Authority service, an employee shall be paid for any unused floating personal holiday leave at the employee's current pay rate.

Union and the Employer agree that by mutual consent any of the above holidays can be observed on a date other than listed in this Section.

When a holiday falls on a Sunday, the Monday following shall be observed as the holiday. When a holiday falls on a Saturday, the preceding Friday will be observed as the holiday. Where coverage is required, employee may have their holiday offset.

If a legal holiday as set forth in this Section falls on a workday for a full-time employee on an irregular workweek, such employee will be entitled to the holiday. However, if a holiday falls on one of his/her days off, the employee will be entitled to a day off and will observe the holiday on the last workday before the holiday or first workday after the holiday.

### 9.2 Holiday Pay

Employees who work on a holiday shall be paid one and one-half ( $1\frac{1}{2}$ ) times their regular rate for all hours worked in addition to their earned holiday payment.

## Section 10. Vacation Leave

### 10.1 Vacation Accrual

- 1) Employees in permanent positions are entitled to vacation with pay. Accrual is based upon straight time hours of working time per calendar month of service and begins on the date of appointment to a permanent position.
- 2) No employee who has been granted a leave without pay or unpaid military leave shall accrue any vacation credit during the time of such leave, nor shall an employee who is absent without pay accrue vacation credit during the absence.

### 10.2 Vacation Accrual Rates

Employees' vacation credits accrue and the maximum accumulation thereof is listed below.

All permanent employees employed under the terms of this Memorandum of Understanding shall be entitled to vacation pay subject to the following schedule:

<u>Length of Service</u>	<u>Monthly Accrual Hours</u>	<u>Max Cumulative Hours</u>
Less than 11 years	10	240
Beginning 11th year	10 $\frac{2}{3}$	256
Beginning 12th year	11 $\frac{1}{3}$	272
Beginning 13th year	12	288
Beginning 14th year	12 $\frac{2}{3}$	304
Beginning 15th through 19th year	13 $\frac{1}{3}$	320
Beginning 20th through 24th year	16 $\frac{2}{3}$	400
Beginning 25th through 29th year	20	480
Beginning 30 years and up	23 $\frac{1}{3}$	560

Increased accruals begin on the first month following the month in which the employee qualifies. Accrual for portions of a month shall be prorated based on hours worked.

### 10.3 Vacation Use

- 1) Vacation credits may not be taken during the first six (6) months of employment except where sick leave has been exhausted or at the discretion of the Executive Director or designee. The use of vacation credits shall not be allowed in excess of available accrual at the time vacation is taken. Employee must present a physician's note for the duration of vacation accrual utilized for sick leave purposes. If employee is unable to provide a physician's note, time will be deemed unpaid.
- 2) Vacation leave shall be charged in no less than one quarter ( $\frac{1}{4}$ ) hour increments.

10.4 Vacation Pay Out for Separated Employees

On separation from Authority service, an employee shall be paid for any unused vacation credits at the employee's then current pay rate.

10.5 Scheduling of Vacations

By March 1st of each year a vacation schedule shall be drawn up for that year scheduling vacations on a departmental or operational basis.

The vacation period shall be taken at a time mutually agreeable to the Employer and the employee and on a seniority basis within the department or property to which the employee is regularly assigned.

Employee requests for vacation shall be received no later than February 15th of each year and the approved vacation schedule shall be provided to the employees, in writing, no later than March 1st.

Employer shall respond, in writing, to initial and subsequent vacation requests within ten (10) workdays of submission.

10.6 Vacation Pay Option

Employees may elect to receive vacation pay off equal to one-half (½) of his/her annual vacation accrual. The employee may utilize the vacation payoff option two times each calendar year. In no event shall an employee be paid in excess of one-half (½) of the annual accrual.

In order to be eligible for the above payoff the employee must have accrued the amount of leave requested at the time of payoff. Annual leave balances will be reduced by the number of hours purchased.

**Section 11. Paid Sick Leave**

11.1 Sick Leave Accrual

All full-time permanent employees shall accumulate sick leave credit from the first day of appointment to a permanent position on the basis of eight (8) hours sick leave credit per month. Effective the first day of appointment to a permanent position, part-time employees shall accrue pro-rated credit based on the percentage of full-time hours worked.

11.2 Sick Leave Accrual for Retirement Credit

Sick leave credit earned but not used may be carried from year to year and upon retirement, may be applied to longevity in the County Retirement Plan as provided for by the CCCERA Retirement Board.

11.3 Sick Leave Use

Employee is responsible for notifying their department of an absence no less than one (1) hour prior to the commencement of their work shift or as soon as possible. Employee is also responsible for keeping their department informed on a continuing basis of their probable date of return to work.

Paid sick leave time can be used for the following reasons:

- Diagnosis, care or treatment of an existing health condition for an employee or covered family member, as defined below.
- Preventive care for an employee or an employee's covered family member.
- For certain, specified purposes when the employee is a victim of domestic violence, sexual assault or stalking.

For purposes of paid sick leave, a covered family member includes:

- A child defined as a biological, foster or adopted child; a stepchild; or a legal ward, regardless of the age or dependency status of the child. A "child" also may be someone for whom the employee has accepted the duties and responsibilities of raising, even if he/ she is not the employee's legal child.
- A "parent" defined as a biological, foster or adoptive parent; a stepparent; or a legal guardian of an employee or the employee's spouse or registered domestic partner. A parent may also be someone who accepted the duties and responsibilities of raising a child when the child was a minor, even if the employee is not the legal parent.
- A spouse
- A registered domestic partner
- A grandparent
- A grandchild
- A sibling

For eligible employees, sick leave may be taken for one or more of the following reasons:

- The birth of the employee's child, or placement of a child with the employee for adoption or foster care (FMLA/CFRA);
- For incapacity due to pregnancy, prenatal medical care or child birth (FMLA only);
- For a serious health condition that makes the employee unable to perform his or her job (FMLA/CFRA);
- To care for the employee's spouse, child, or parent who has a serious health condition (FMLA/CFRA);
- To care for the employee's registered domestic partner (CFRA only).

Sick leave shall be charged in no less than one quarter ( $\frac{1}{4}$ ) hour increments.

#### 11.4 Sick Leave Pay

- 1) For the purpose of this Section, full pay shall mean pay for the regular daily schedule of working hours for those days which the employee would have worked had the need for sick leave use not occurred, calculated at the employee's straight time rate.
- 2) The amount of sick pay allowance payable to an employee shall be reduced by any temporary disability benefits or indemnity that the employee may become entitled to under or by virtue of any federal, state or other statutory

disability benefits. The sum of the two payments will equal no more than full sick allowance. Benefits derived from temporary disability will be used to repurchase, on an hourly basis, charges against sick leave.

3) Sick leave will not be paid out at time of employee separation.

#### 11.5 Sick Leave Use Verification

A doctor's certificate or other reasonable proof of illness may be required by the management for probable cause and may be subject to verification by the Authority.

#### 11.6 Sick Leave Usage for Medical Appointments

An employee may use accumulated sick leave for the employee's pre-scheduled medical and dental appointments or pre-scheduled medical and dental appointments of members of the employee's immediate family (as defined in this Section).

#### 11.7 Sick Leave Payout

Employees may, upon request, be paid for unused sick leave to a maximum of forty (40) hours under the following conditions:

- 1) The employee must have a minimum balance of 200 hours of sick leave on November 1st of the year preceding payment.
- 2) The maximum amount of sick leave that can be used during the payment year is 56 hours.
- 3) If an employee uses over 56 hours of sick leave during the year, he/she is ineligible for payment in that year.
- 4) The maximum payment of unused sick leave credits for the year is 40 hours. An employee must notify the Fiscal Department by November 5th of the payment year of his/her intent to receive payment.
- 5) All unused sick leave credits as of November 1st of the payment year are accrued to the employee's sick leave account.
- 6) Sick leave credits are reduced by the number of hours for which he/she is being paid up to a maximum of 40 hours.
- 7) Employees eligible for receiving payment of unused sick leave credits and electing to receive said payment will be paid on the first payday in December of the year for which the employee qualified for payment.

### **Section 12. Workers' Compensation**

- 12.1 Employees who leave work as a result of an on-the-job injury or illness will have the balance of that day charged to sick leave providing the time is four (4) hours or more. If less than four (4) hours remains in the scheduled work day, no time will be charged to the sick leave account. Three (3) consecutive calendar days following the last day worked constitutes a waiting period before Workers' Compensation starts. The last day worked is the workday prior to the date of injury or illness. The time the employee was scheduled to work during the Workers' Compensation qualifying period will be charged to his/her leave account.

In order to qualify for Workers' Compensation, the employee must be under the

care of a physician.

Compensable temporary disability absence for the purpose of this section is any absence due to work connected disability which qualified for temporary disability compensation under the Workers' Compensation Law set forth in the California Labor Code. When any disability becomes permanent, the salary provided in this subsection shall terminate.

Temporary compensation is payable for the first week of disability when the injury or illness necessitates hospitalization.

- 1) A permanent employee shall receive seventy five percent (75%) of his/her regular straight time wages after integration with temporary Workers' Compensation disability payments during any period of compensable temporary disability absence, not to exceed six (6) months from the start of temporary disability. The six (6) month's pay limitation is per claim, not per incident. For example: An employee who takes Worker's Compensation Leave for five (5) months and returns to work at a later date and becomes disabled again due to the original injury is only entitled to another one (1) month of supplemental pay.
- 2) The employee shall notify the Fiscal Department of all payments received by him/her from the Employer's Workers' Compensation carrier.
- 3) No charge or accruals will be made to leave accounts while the employee is receiving temporary disability benefits for the first six (6) months. After six (6) months of supplemental pay, the employee shall then utilize paid leave balances to supplement temporary disability payments.
- 4) Employees receiving Workers' Compensation or State Disability Insurance Benefits and who are "buying back" paid leave time (either sick or annual leave) shall have the amounts rounded to the nearest whole number.
- 5) Whenever an employee who has been injured on the job and has returned to work is required by an attending physician to leave work for treatment during working hours, the employee shall be allowed time off up to three (3) hours for such treatment without loss of pay or benefits. This provision applies only to claims that have been accepted by the Housing Authority as job connected injuries and shall terminate three (3) months after the employee's return to work or upon the effective date the claim is closed, or settled, whichever is sooner. Any additional treatments or appointments outside of this timeframe shall be charged to employee's sick leave accrual. If sick leave accrual is exhausted employee may use compensatory time off or personal leave accruals.



## **Section 13. Jury Duty and Witness Duty**

### **13.1 Jury Duty**

For purposes of this Section, jury duty shall be defined as any time an employee is obligated to report to the court in response to a jury summons.

When called for jury duty, Authority employees, like other citizens, are expected to discharge their jury duty responsibilities.

Employees shall advise their supervisor as soon as possible if scheduled to appear for jury duty.

When an employee is summoned for jury duty selection or is selected as a juror, employees may remain in a regular pay status if they waive all fees (other than mileage) and the following shall apply:

- 1) If an employee elects to remain in a regular pay status and waive or surrender all fees (other than mileage), the employee shall obtain from the Clerk or jury Commissioner a certificate indicating the days attended and noting that fees other than mileage are waived or surrendered. The employee shall furnish the certificate to his/her supervisor.
- 2) An employee who elects to retain all fees must take leave (vacation, floating holiday, etc.) or leave without pay.
- 3) If more than two hours remain in the workday, employees are to return to work following release from jury duty to complete a scheduled work day.

Employees are not permitted to engage in any employment occupation before or after daily jury service that would affect their ability to properly serve as jurors.

An employee on short notice standby to report to court, whose job duties make short notice response impossible or impractical, shall be given alternate work assignments for those days to enable them to respond to the court on short notice.

When an employee is required to serve on jury duty, the Authority will adjust that employee's work schedule to coincide with a Monday to Friday schedule for the remainder of their service, unless the employee requests otherwise.

### **13.2 Witness Duty**

Employees called upon as a witness or an expert witness in a case arising in the course of their work may remain in their regular pay status and turn over to the Authority all fees and expenses paid to them other than mileage allowance or they may take vacation leave or leave without pay and retain all fees and expenses.

Employees called to serve as witnesses in private cases or personal matters (e.g., accident suits and family relations) shall take vacation leave or leave without pay and retain all witness fees paid to them.

Employees shall advise their department as soon as possible if scheduled to appear for witness duty.

## **Section 14. Leaves of Absence Without Pay**

### **14.1 Leaves and Duration**

Upon written request, a Leave of Absence without pay may be granted to any permanent employee with at least one (1) year of service for a period not to exceed six (6) months, with prior approval of the Executive Director or designee for the following reasons:

1. Illness or disability not covered by paid sick leave
2. Pregnancy (in accordance with applicable law)
3. Education which would relate to the employee's career with the Authority
4. Family care
5. Other acceptable reasons

Such leave may be extended beyond the six (6) month period, not to exceed one (1) year at the sole discretion of the Executive Director.

### **14.2 Requests**

1. Requests for Leave of Absence without pay regardless of duration, shall be submitted to the Executive Director and shall state specifically the reason for the request, the date when it is desired to begin and the probable date of return.
2. Requests for an extension of approved leave must be made no later than thirty (30) calendar days before the expiration of the original leave end date.

## **Section 15. Family Medical Leave**

### **15.1 Family Care and Medical Leave (FMLA/CFRA)**

Upon request to the Executive Director, any eligible employee shall be entitled to twelve (12) weeks leave (less if so requested by the employee) in any 12-month period for any of the reasons set forth in the federal Family Medical Leave Act (FMLA) and California Family Rights Act (CFRA). The 12-month period in which the 12 week leave entitlement occurs is a "rolling" 12-month period measured backward from the date an employee uses any FMLA/CFRA leave. Under the "rolling" 12-month period, each time an employee takes FMLA/CFRA leave, the remaining leave entitlement would be any balance of the 12 weeks which has not been used during the immediately preceding 12 months. FMLA/CFRA leave eligibility and use will be administered in accordance with the FMLA and CFRA and their implementing regulations, as may be revised from time to time.

### **15.2 Intermittent FMLA/CFRA**

The twelve (12) weeks entitlement may be in broken periods, intermittently on a regular or irregular basis, or may include reduced work schedules depending on the specific circumstances and situations surrounding the request for leave. The twelve (12) weeks will include use of available paid leave accruals and state wage replacement benefits, if eligible.

15.3 Dual Coverage

In the situation where husband and wife are both employed by the Authority, the family care or medical leave entitlement based on the birth, adoption or foster care of a child is limited to an aggregate for both employees together of twelve (12) weeks during each rolling 12 month period. Employees requesting family care leave are required to advise the Executive Director or the Executive Director's designee when their spouse is also employed by the Authority.

15.4 Reinstatement from Leave

The Executive Director may assign employees on a temporary basis to perform the duties of an employee who is on a Leave of Absence. Upon the expiration of the leave of absence, the returning employee shall be reinstated to his/her former position and location at the same classification and pay provided that such a position exists and any employee who was temporarily assigned to that position shall revert to his/her former classification and location. If no comparable position exists when the employee returns from Leave of Absence, he/she may "bump" in accordance with the Layoff provisions contained in this Memorandum of Understanding.

15.5 Leave Accrual while on Leave

Employees may not accrue annual or sick leave while on Leave of Absence without pay; however, employees returning to work following a Leave of Absence without pay shall retain their accumulated sick leave, vacation, and holiday leave accrual. All accumulated leave shall be used prior to being granted Leave of Absence without pay. An employee shall not be required to use sick leave accruals for Family Care Leave, but may elect to do so by mutual agreement with the Employer.

15.6 Group Health Insurance Plan for FMLA/CFRA

During an approved FMLA/CFRA leave, in order to continue to participate in the Authority's health and welfare program, the Employee is required to continue to pay the Employee's share of the required premium and the Employer will pay the Employer's share of the required premium. While on unpaid leaves granted in excess of the FMLA/CFRA leave entitlement, the Employee is responsible for payment of the full premium cost (no Employer contribution) in order to maintain benefits.

15.7 Medical Clearance

For an employee granted a Leave of Absence for medical reasons, the Authority may request said employee to complete satisfactorily an employment health examination, at the expense of the Authority, before return to active employment.

15.8 Pregnancy Disability Leave

Insofar as pregnancy disability leave is used under this Section for Pregnancy Disability, that time will not be considered a part of the twelve (12) week CFRA leave period.

## **Section 16. Bereavement Leave**

The Authority agrees that it will grant to all employees, upon notification of the employee's supervisor, leave for up to forty (40) hours with pay at his/her regular rate for the purpose of arranging for and/or attending the funeral in the event of a death in the immediate family of such employee. It is understood that "immediate family" shall mean spouse, domestic partner, father, mother, son, daughter, brother, sister, grandparents, step parents or step children, grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, or any relative or dependent residing in the home of the employee at the time of death. The Employer may require that the employee provide proof of death and/or relationship of the deceased.

Upon the approval of the Executive Director, accrued sick leave may be used to attend the funeral of friends and distant relatives.

Upon the approval of the Executive Director, leave in excess of forty (40) hours will be charged to the employee's accumulated sick leave or annual leave account, or approved leave without pay.

## **Section 17. Restoration of Service Credits**

### **17.1 Voluntary Separation**

A separated employee in good standing who returns to active employment with the Employer within twelve (12) months from date of separation shall have service credits which were accrued and unused prior to his/her separation restored for purposes of:

- 1) Vacation eligibility but not vacation scheduling
- 2) Sick leave eligibility
- 3) Service awards

### **17.2 Layoff Separation**

When the separation was due to involuntary layoff, twenty four (24) months shall apply, provided the employee returns within his/her eligibility period.

## **Section 18. Days and Hours of Work**

### **18.1 Normal Work Week**

The normal work schedule for employees shall be the 4/10 work week as authorized in the provisions of Exhibit B. In the event the 4/10 work week is terminated; the work week shall revert to eight (8) hours per day Monday through Friday.

### **18.2 Notification of Absence**

If unable to report to work, an employee shall notify his/her supervisor no less than one (1) hour prior to the start of the employee's scheduled shift.

## **Section 19. Meal Break, Rest and Clean-up Periods**

### **19.1 Meal Break**

Each employee shall have an unpaid, duty-free meal break of thirty (30) minutes.

### **19.2 Rest Periods**

- 1) All employees shall be granted and take a rest period of fifteen (15) minutes during each half shift or four (4) hours of work. The rest periods shall be paid at the employee's prevailing rate.

Rest periods will not be combined or added to the meal breaks. Rest breaks will not be used to allow an employee to come in fifteen (15) minutes late or leave fifteen (15) minutes early.

- 2) When overtime is worked, employees shall have a rest period of fifteen (15) minutes at the end of their regular shift and one every two (2) hours thereafter.

### **19.3 Clean-up Periods**

Maintenance employees and other employees who become dirty from the work environment shall be allowed up to ten (10) minutes immediately prior to the end of each half of any shift for the purpose of personal clean up. Those ten (10) minutes shall be paid at the employee's prevailing rate.

## **Section 20. Health and Safety**

### **20.1 Safety Provisions**

The Authority shall make reasonable provisions to ensure the safety and health of each employee during the hours of their employment. Employees shall be required to use all safety clothing and protective devices which will be made available by the Authority and shall also be required to observe safety rules promulgated for their protection. Each employee shall be expected to immediately report any unsafe practice or condition of which they are aware to their supervisor.

### **20.2 Safety Equipment Requirements**

Safety goggles or shields, respirators and other safety equipment shall be furnished by the Authority and used by employees when required by State or Federal safety standards and laws or otherwise deemed necessary.

### **20.3 Joint Labor-Management Safety Committee**

A Local 1 safety committee is established to review matters related to employee safety. Said committee shall consist of two (2) representatives appointed by Local 1 and two (2) representatives appointed by the Authority.

### **20.4 Pandemic Provision**

The Employer agrees to meet and confer with the Union in the event a pandemic is declared by local, state, and federal public health officials.

## **Section 21. Wages and Classifications**

### **21.1 Salary Schedules**

Wages shall be paid in accordance with the salary schedule as set forth in Exhibit "A" of this Memorandum of Understanding.

The first step in each range is the minimum rate and shall normally be the entry (hiring or promotion) rate for the classifications. The Executive Director may approve appointment at a higher step. The second step shall be paid after the completion of twelve (12) months of satisfactory service at the first step for new employees and at the completion of nine (9) months of satisfactory service for promotional probation employees. The third step shall be paid at completion of twelve (12) months of satisfactory service at the previous step.

### **21.2 Market Equity Adjustments**

In an effort to institute a consistent practice of placing new hires at Step 1, all Bargaining Unit classifications will receive a one-time, five percent (5%) Market Equity adjustment effective the first full pay period following Board ratification.

### **21.3 Salary Upon Promotion or Work in a Higher Classification**

An employee promoted or reclassified to a higher classification shall be paid in the new position at least five percent (5%) above the salary rate he/she was receiving in the position from which promoted or reclassified.

### **21.4 Job Classifications**

The Employer shall meet and confer with Local #1 regarding salaries, minimum qualifications and impact on employees prior to the creation of new job classifications or changes in current job classifications.

### **21.5 Call Back**

Any employee who is called back to duty shall be paid time and one-half (1½) for the actual time worked. Such employee called back shall be paid a minimum of two (2) hours at the time and one-half (1½) for each call back.

## **Section 22. Employment**

### **22.1 Permanent Positions**

Permanent positions shall be those positions authorized by the governing board in its annual operating budget and designated to be filled by the Executive Director. Only those employees who have satisfactorily completed their probationary period may be appointed to permanent status.

### **22.2 Temporary Positions**

Temporary positions shall be those positions authorized by the Executive Director for a duration not to exceed one (1) year. Exceptions will be made to accommodate ongoing recruitment, leave of absence, and special projects as approved by the Executive Director. Employees hired for temporary positions shall be considered temporary employees.



22.3 Permanent Part-Time Positions

An employee who is assigned to an authorized permanent position and who works less than forty (40) hours per week can be designated as a permanent part-time employee. Such positions shall have an authorized number of hours. Employees filling such positions shall receive benefits in accordance with the formula followed by Contra Costa Housing Authority for its permanent part-time employees. Positions filled by permanent part-time employees shall be designated as X/40 positions, with X being the number of hours worked per week.

**Section 23. Benefits**

23.1 The Employer will offer the following benefits:

- 1) Medical Plan
- 2) Dental Plan
- 3) Life and Accidental Death & Dismemberment Plan
- 4) Long Term Disability Plan
- 5) I.R.C. 125 Plan (Flexible Spending Plan)
- 6) Vision Reimbursement Plan
- 7) Retirement

23.2 Effective Date of Benefit Plans Participation

Generally, commencing with the first day of the following month after the date of initial employment, employees hired for permanent positions may become participating members in those plans outlined in the Benefits provisions of this Memorandum of Understanding.

23.3 Medical Plan Contribution Rates

The Authority shall contribute the following maximum amounts per month for the purpose of providing medical benefits. If the maximum amount is not sufficient to provide such benefits, any excess amount necessary shall be paid for by the employee through payroll deduction.

Employer Maximum Contribution for Medical	
Employee Only	\$462.00
Employee +1	\$924.00
Employee +2	\$1,205.00

23.4 Dental Plan Contribution Rates

The Authority shall contribute the following maximum amounts per month for the purpose of providing the dental benefits. If the maximum amount is not sufficient to provide such benefits, any excess amount necessary shall be paid for by the employee through payroll deduction.

Employer Maximum Contribution for Dental	
Employee Only	\$63.72
Employee +1	\$110.81
Employee +2	\$186.36

23.5 Life and Accidental Death & Dismemberment Plan

Permanent and Permanent Part-Time employees who regularly work thirty (30) hours or more per week shall be eligible for Life Insurance in the amount of Fifteen Thousand Dollars (\$15,000.00). Life and AD&D insurance shall be in accordance with the provisions of the Personnel Policy and Procedures.

Effective January 1, 2022, Permanent and Permanent Part-Time employees who regularly work thirty (30) hours or more per week shall be eligible for Life Insurance in the amount of Thirty Thousand Dollars (\$30,000.00). Life and AD&D insurance shall be in accordance with the provisions of the Personnel Policy and Procedures.

23.6 Long Term Disability Plan

Permanent and Permanent Part-Time employees who regularly work thirty (30) hours or more per week shall be eligible for Long Term Disability and shall be in accordance with the provisions of the Personnel Policy and Procedures.

23.7 I.R.C. 125 Plan (Flexible Spending Plan)

The Employer shall provide an I.R.C. 125 Plan for Dependent Care and Health Care Spending. This Plan allows employees to elect to deduct child care costs and unreimbursed medical costs from their pay on a pre-tax basis in accordance with the plan provisions and applicable law.

23.8 Vision Reimbursement Plan

The Housing Authority will provide an employee reimbursement up to Three Hundred Fifty Dollars (\$350.00) every two fiscal years (between April 1<sup>st</sup> through March 31<sup>st</sup>) for the purchase of prescription eye wear and/or frames for employees and dependents. Expenses for reimbursement must have been incurred within the two fiscal year period.

Effective July 1, 2021, the Housing Authority will provide an employee reimbursement up to Five Hundred Twenty-Five Dollars (\$525.00) for the 3-year term of the MOU. Employees will be reimbursed for the purchase of prescription eye wear and/or frames for employees and dependents. Expenses for reimbursement must have been incurred within the 3-year MOU term.

Employees who have utilized any employer vision reimbursement benefit from April 1, 2020, to June 30, 2021, will be reimbursed the difference allowable by this Agreement.

23.9 Retirement

- 1) Employees who became members of the Contra Costa County Employees' Retirement Association (CCCERA) on or before December 31, 2012, are included in Tier I, enhanced benefit of 2% at 55.
- 2) For employees who become members of CCCERA after December 31, 2012, retirement benefits are governed by the California Public

Employees' Pension Reform Act of 2013 (PEPRA), (Chapters 296, 297, Statutes of 2012). To the extent PEPRA conflicts with any provision of this MOU, PEPRA will govern.

23.10 Change in Plans

The right to change medical and/or dental plan contents and providers during the term of the Agreement in an effort to provide comparable benefits at reduced costs shall be by agreement of both parties.

23.11 Group Health Insurance Eligibility on Leave of Absence (For other than FMLA/CFRA/PDL)

Employees on an Authorized Leave of Absence and in paid status, except those on FMLA/CFRA/PDL, may maintain their health plan coverage and receive the Authority contribution towards the medical and/or dental plan premium. Once the employee is on an unpaid status, he/she will be responsible for the full monthly premium of his/her medical and/or dental coverage with no Authority contribution and must submit premium payments directly to the Authority in order to maintain group coverage.

**Section 24. Overtime**

24.1 Overtime Defined

Each hour worked in excess of eight (8) hours in a day or forty (40) hours in a week shall be paid at one and one-half (1½) times the employee's regular rate. Hours paid for but not worked shall not be considered in the computation as time worked for the purpose of computing overtime.

Overtime relating to 9/80 work schedule is defined in Exhibit B of this Memorandum of Understanding.

24.2 Distribution of Overtime

The Authority agrees to distribute overtime hours equally whenever practical among employees in their respective classifications and departments on a seniority basis. After the first overtime assignment has been made, additional work will be offered in rotational list order. Notice for scheduled overtime will be given as soon as possible. An employee on light duty may be deemed ineligible to work overtime due to work restrictions.

24.3 Compensatory Time Off

The following provisions shall apply:

- 1) Employees may elect to accrue compensatory time off (CTO) in lieu of overtime pay. Eligible employees must notify their Department Head or his/her designee of their intention to accrue CTO or to receive overtime pay.
- 2) (CTO) may be accrued at the overtime rate for actual authorized overtime hours worked by the employee.
- 3) Employees may not accrue a (CTO) balance that exceeds eighty (80) hours.

Once the maximum balance has been attained, authorized overtime hours will be paid at the overtime rate. If the employee's balance falls below eighty (80) hours the employee may again accrue (CTO) for authorized overtime hours worked until the employee's balance again reaches eighty (80) hours.

- 4) Accrued (CTO) shall be carried over for use in the next fiscal year; however, as provided in 3 above, accrued (CTO) balances may not exceed eighty (80) hours.
- 5) Employees may not use more than eighty (80) hours of (CTO) off in any fiscal year period (April 1 - March 31).
- 6) The use of accrued (CTO) shall be by mutual agreement between the Department Head or his/her designee and the employee. (CTO) shall not be taken when the employee will be replaced by another employee who would be eligible to receive overtime payment. This provision may be waived at the discretion of the Department Head or his/her designee.
- 7) Since employees accrue (CTO) at the rate of one and one-half (1½) hours for each hour of authorized overtime worked, accrued (CTO) balances will be paid off accordingly whenever:
  - a. The employee changes status and is no longer eligible for compensatory time off
  - b. The employee separates from Housing Authority service
  - c. The employee retires

## **Section 25. Grievance Procedure**

25.1 It is the intent of the parties to this Memorandum of Understanding to anticipate and diminish causes of grievances and to settle any which arise, informally at the lowest practicable level of supervision and as fairly and promptly as possible. Therefore, it is agreed that there should be time limits between the initiation of a grievance and its occurrence, between steps of the grievance procedure and the time in which each answer must be given. Any grievance not initiated, or pursued by Local #1, the aggrieved employee, or the Employer, as the case may be, within these time limits, will be considered settled on the basis of the last timely demand or answer by the Employer as the case may be, unless the time is extended by agreement of both parties. At each step of the grievance procedure, the Employer shall make available any record relied upon to sustain the action which gave rise to the grievance.

### **25.2 Definition - Grievance**

A grievance is any dispute between (a) the parties, or (b) the Employer and an employee or employees with respect to the meaning, interpretation, application or enforcement of this Memorandum of Understanding or any terms or provisions thereof and the application of the Personnel Policy.

### 25.3 General

- 1) Initial Presentation  
The initial (or lowest level) presentation of a grievance shall be to the immediate supervisor of the employee claiming to have a grievance, and it may be made either orally or in writing. If made in writing, this written grievance shall comply with paragraph (2)'s requirement for a formally presented grievance.
- 2) Formal Presentation  
The formal presentation of a grievance shall be written and shall state the circumstances over which the grievant claims to be aggrieved, how the meaning, interpretation, application or enforcement of this Memorandum of Understanding is affecting him/her to his/her detriment, and the redress he/she seeks.
- 3) Time Limit  
Grievances must be filed within thirty (30) days of the incident or occurrence about which the employee claims to have a grievance.
- 4) Filing at Above First Step  
Grievances may be filed at Step 2 or Step 3, provided both parties agree that filing above Step 1 is appropriate.

### 25.4 Procedure

#### Step 1

The grievance shall be presented to the immediate supervisor in accordance with the Causes paragraph of this Section. The immediate supervisor shall have seven (7) working days to respond. This response shall be reduced to writing.

#### Step 2

If the grievance is not settled at Step 1, the grievant shall present his/her grievance to his/her Department Head. The grievant shall have ten (10) working days from the time he/she receives the immediate supervisor's response to grieve to Step 2. The Department Head shall respond in writing within ten (10) working days after hearing the grievance.

#### Step 3

If the grievance is not settled at Step 2 above, it shall be presented to the Executive Director or his/her designated representative within ten (10) working days following delivery of the Department Head's response. The grievance shall be presented along with all pertinent written material to date and testimony from witnesses where required. If the grieving employee or group of employees wishes Local #1 representation in the presentation of the case before the Executive Director, or his/her designated representative, such representation shall consist of not more than two (2) representatives of Local #1. The Executive Director shall reply to the grievance in writing to Local #1's office within ten (10) working days of the date of presentation of the written grievance.

#### Step 4

A grievance which is not settled by the Executive Director may be appealed in writing to an Adjustment Board. The written notice of appeal must be filed with the Executive Director within ten (10) working days of the receipt of his/her written reply.

The Adjustment Board shall be comprised of three (3) Union representatives, no more than two (2) of whom shall be either an employee of the Authority or an elected or appointed official of the Union presenting the grievance, and three (3) representatives of the Authority, no more than (2) of whom shall be either an employee of the Authority or a member of the staff of an organization employed to represent the Authority in labor relations. The Adjustment Board shall meet and render a decision within twenty (20) workdays of receipt of the written request. If the Authority fails to meet the timelines specified in Step 4 and the Union demands in writing that an Adjustment Board be convened, the Authority will convene an Adjustment Board within ten (10) work days of receipt of request or the grievance will move to arbitration upon demand.

#### Step 5

A grievance which is not settled by majority decision of the Adjustment Board may be appealed in writing for final determination to an arbitrator. The written notice of appeal must be filed with the Executive Director within ten (10) working days of receipt of the written decision of the Adjustment Board.

a. Arbitration Selection

Within ten (10) working days after receipt of the notice of appeal, the Executive Director and the grievant(s) shall proceed with the Executive Director and Local #1 trying to select a mutually acceptable arbitrator who agrees to serve.

If the parties cannot agree, a list of five (5) arbitrators will be requested from the California State Mediation and Conciliation Service, American Arbitration Association, or some other source mutually agreed upon, and each party (beginning by lot) shall alternately strike one name from the list until one name remains, who shall be the arbitrator if he/she agrees to serve. If he/she will not serve, the process shall be repeated until an arbitrator is found. Notwithstanding the above an arbitrator shall be selected within thirty (30) days.

b. Evidence

Neither party shall be permitted to assert in the arbitration proceedings any fact or report or written stipulation or any evidence which has not been submitted to the other party during the prior levels of the grievance procedure. Should new evidence become available, the procedure shall revert back to Step 4.



c. The Arbitration

The arbitrator shall promptly hold a hearing and shall issue his/her decision not later than thirty (30) days from the date of the close of hearing, or, if the oral hearings have been waived, from the date the first written statements and arguments are submitted to him/her by the parties. His/her decision shall be in writing and shall set forth the findings of fact, reasoning, and conclusions on the issues. It shall be submitted to the Executive Director and to the grievant and shall be final and binding on the parties.

d. Costs

The costs and/or fees of the arbitration and the arbitrator (including any per diem expenses, travel, and subsistence expenses), the cost of any hearing room and the cost of preparing the transcript of the hearing, if any, for the arbitrator shall be borne equally by both parties. All other costs and expenses shall be borne by the party incurring them.

25.5 Arbitration Decision

Copies of the decision will be furnished to both parties. The arbitrator shall have no authority to add to, delete from, or alter any provisions of this Memorandum of Understanding, but shall limit his/her decision to the scope, application and interpretation of the provisions of this Memorandum of Understanding and shall make no decisions in violation of existing law. In case of a grievance involving any money claim against the Employer, no award shall be made by the arbitrator which shall allow any alleged accruals prior to the date when such grievance shall have been presented to the Employer in writing, except in cases whereby the employee or Local #1, due to lack of knowledge, could not know prior to that date that there were grounds for a claim. In such cases, retroactive claims shall be limited to a period of sixty (60) calendar days prior to the date the claim was first filed in writing.

25.6 Time Limits

Grievances not appealed to the next higher step within the time limits as set forth in the above procedure shall be considered settled on the basis of the last answer and no further appeal may be made. The above time limits may be extended by mutual written agreement.

## **Section 26. Disciplinary Actions**

26.1 General Provisions

A permanent employee may be suspended, demoted or dismissed by the Executive Director for cause.

26.2 Disciplinary actions used by the Employer are as follows:

- 1) Verbal reprimand
- 2) Written reprimand
- 3) Suspension, which shall mean disciplinary leave from work without pay or, in the alternative, a temporary reduction in pay of not more than five percent

(5%) for a period of time not to exceed three months.

- 4) Demotion
- 5) Dismissal

The extent of the disciplinary action taken shall be commensurate with the offense provided that the prior employment history of the employee may also be considered pertinent. While it shall be the Employer's policy to use progressive discipline, discipline may be imposed based on the severity of the offense notwithstanding progressive discipline.

### 26.3 Causes

The causes which shall be deemed sufficient for suspension, demotion, or dismissal of permanent employees shall include but are not limited to the following:

- 1) Unauthorized absence without leave
- 2) Disorderly or immoral conduct
- 3) Incompetency or inefficiency
- 4) Insubordination
- 5) Use of alcoholic beverages or narcotics, or being under the influence of either or both while on duty
- 6) Neglect of duty
- 7) Negligent or willful damage to the Employer's property, or waste of the Employer's supplies or equipment
- 8) Willful violation of a reasonable regulation or order given by a supervisor or department head regarding duties, conduct, or performance of the employee
- 9) Dishonesty or theft
- 10) Violation of Housing Authority policy
- 11) Excessive tardiness
- 12) Falsification of forms, records or reports including timecards or employment records

### 26.4 Notice of Intent

The Executive Director or designee shall give written notice (*Skelly* Notice) of his/her intent to take disciplinary action against any involved employee. Verbal and written reprimands are not subject to this procedure. Such notice must be served on the employee in person or by certified or registered mail prior to the disciplinary action becoming effective. The *Skelly* notice must be served within thirty (30) business days after the occurrence or first knowledge of the action upon which the disciplinary action is based and shall include:

- 1) Statement of the nature of the disciplinary actions
- 2) Effective date of the action to be taken
- 3) Statement of the cause thereof
- 4) Statement in ordinary language of the specific act or the omissions upon which the cause is based
- 5) Statement that employee is entitled to review all written materials upon which the Authority based the decision
- 6) Statement advising the employee of his/her right to appeal from such action

and the right to representation

26.5 Skelly Hearing

After the *Skelly* notice has been issued, and prior to the disciplinary action being initiated, upon the request of the employee, the Executive Director shall conduct a *Skelly* hearing. At this hearing, the employee and his/her representative shall be afforded the opportunity to respond to the charges, either orally or in writing. The Executive Director may reduce or modify the intended action as a result of the *Skelly* hearing.

26.6 Skelly Decision Appeal

Subsequent to the notice of action by the Executive Director, the employee may appeal the disciplinary order in accordance with the Grievance Procedure in this Memorandum of Understanding. The appeal of the Executive Director's decision shall begin at Step 4 of the Grievance Procedure.

**Section 27. Posting and Filling Vacant Positions**

27.1 Posting of all Vacant Positions

A Permanent position vacancy is defined as an opening in a permanent position which occurs as a result of a promotion, demotion, transfer, termination or resignation of the incumbent, or which is a newly budgeted and approved position for which there is no incumbent.

Posting of all vacant positions shall be for a minimum of seven (7) work days at all work locations and shall be concurrently posted internally and externally. A copy of the posting shall be provided to the Union at the time the vacancy is posted.

The posting shall state:

- The worksite of the vacancy
- The number of hours and days of work
- The job classification and salary range
- Minimum qualifications
- Closing date of posting
- Type of selection process

During the posting period, the vacancy shall not be permanently filled. Any employee going on leave during the period of posting can request a copy of the notice by providing the Employer with a means of notifying the employee of the vacancy.

- 1) The position(s) shall be posted and all employees who meet the minimum qualifications will be encouraged to apply for either transfer or promotional opportunities.
- 2) Employees must apply in writing for the position, and shall clearly indicate on their application whether they wish to transfer to the newly vacated position or be considered for a promotional opportunity.

- 3) The Housing Authority will consider employees who meet the minimum qualifications for the position in the following order:
  - a. Transfer requests
  - b. Promotional opportunities
  - c. Voluntary demotions
- 4) An employee is not eligible for a promotion if he/she already was promoted once within the last twelve (12) months. An employee is not eligible for transfer if he/she has received an unsatisfactory performance evaluation during the most recent evaluation period. An employee is not eligible for transfer or promotion if he/she was demoted from a position in the past twelve (12) months or if he/she is currently subject to discipline for performance.

Upon receipt of all transfer bids, Human Resources will review and determine if the internal candidate(s) meet requirements one (1) through four (4) listed above. Qualified internal candidate(s) will be invited to interview for the transfer. Internal candidate(s) selected for transfer will be placed in vacant position(s); all other candidate(s) shall be considered for any remaining positions.

#### 27.2 Filling a Vacant Position

The department having the vacancy shall first consider the most qualified applicant in order of ranking after the testing and evaluation process.

#### 27.3 Voluntary Transfers for Permanent Positions

Prior to filling a vacant permanent position, the Employer shall grant a transfer request if an employee wishes to transfer from his/her current work site to the vacancy, provided the vacancy is within the same classification. Voluntary transfers shall be granted in accordance with the following procedures:

- 1) Any employee desiring a transfer shall submit a written bid request by the close of the seven (7) day posting period. The bid request shall list all desired transfer locations in order of preference.

Any employee on leave may submit a written bid request and employees about to take leave may submit a written bid request to the Human Resources Department for positions that may become available while the employee is on leave. The most senior eligible employee requesting the transfer shall receive the transfer.

- 2) Newly hired employees shall be eligible to submit a bid request for a transfer immediately upon completion of the probationary period.
- 3) Employees who promote into a new classification shall be eligible to submit a bid request for transfer in their new classification immediately upon completion of the probationary period.

27.4 Seniority Used in Filling Position

Where merit and qualifications are equal, preference in hiring permanent and permanent part-time promotional positions shall be given to the employee with the greater amount of seniority with the Employer. In the event of a dispute regarding the filling of a promotional position, the Local One Representative shall have the right to review the qualification ranking sheet summary.

27.5 External Applicants

Only after all of the provisions mentioned above have been met, may the Employer recruit individuals who are not current employees for the position.

27.6 Involuntary Transfer

Authority management, at its sole discretion, may determine from time to time that transfers of staff are required. Transfers are the transfer of permanent employees in their existing classifications to a new worksite or work schedule. Such decisions may result from inability to fill a vacancy through the transfer procedure or from a determination that excess staff are allocated to a certain site or work schedule. A transfer may also result from an employee returning to work following an occupational injury or illness and such employee has been determined to be permanent and stationary pursuant to an ADA accommodation.

This policy shall not apply to temporary transfers of less than eight (8) weeks duration to cover such things as vacation relief, sick leave/workers' compensation absence, workload adjustments, or special work assignments as may be required by the Authority, or temporary short-term assignments to cover vacant positions which could not be filled through the voluntary transfer policy .

Employees who are subject to temporary (less than eight (8) weeks transfer shall be eligible for mileage reimbursement for their personal vehicle for any additional commute miles caused by the transfer.

If a temporary transfer is expected to exceed eight (8) weeks in duration, the Housing Authority shall either use the below listed procedure or will meet and confer with the Union on a case by case basis regarding an alternative approach:

- 1) Management will identify the classifications and positions/work locations from which transfers are necessary.
- 2) Affected employees will be provided with a list of the vacancies for which they may apply. Volunteers will be considered first in accordance with Voluntary Transfer Procedures.
- 3) If there are insufficient or no volunteers for each assignment and involuntary transfers are still required, the least senior qualified affected employee shall be transferred to the vacant assignment identified by management followed by the next least senior employee, in inverse order of seniority until all necessary transfers are completed. Qualified is defined as a person possessing the necessary training or experience for their specific assignment.
- 4) Seniority for transfer purposes shall be defined as seniority within

classification. Nothing contained in this section shall prohibit the Authority and the Union from making a mutually agreed upon alternative arrangement.

Involuntary transfers may not be used for disciplinary purposes.

**27.7 Involuntary Transfer for Performance Monitoring**

Transfers may not be used for disciplinary purposes. The Authority may temporarily transfer an employee who has received an unsatisfactory performance evaluation and/or for whom a Performance Improvement Plan (PIP) has been implemented if the employee does not have direct supervision at the employee's worksite. The temporary transfer shall be to another location where the employee will have direct supervision until the employee meets performance requirements. No other employee shall be adversely affected by the transfer.

The Authority may involuntarily transfer an employee who is the subject of a complaint of unlawful harassment or discrimination of an employee(s) if there is some basis-in-fact support the complaint. No other employee shall be adversely affected by the transfer. Any such transfer shall not be considered disciplinary.

**27.8 Office Closures and Reorganization**

Involuntary transfers that result from a decision of the Authority to reorganize or to close an office shall be in accordance with the procedures outlined in the Involuntary Transfer Procedure with the exception that mileage will not be paid.

**Section 28. Working Out of Classification**

**28.1 Temporary Assignment**

- 1) The Executive Director may assign employees to work in a different classification on a temporary basis. When an employee is assigned work in a higher classification he/she shall receive the salary for that classification for the duration of the assignment. When an employee is assigned work in a lower classification, he/she shall be paid at his/her present salary for the duration of the assignment.
- 2) Assignments for ten (10) working days or less may be made by the Executive Director or his/her designee. If an assignment is to be for a period of more than ten (10) days, volunteers shall be solicited from the Unit. If there is more than one volunteer, the most senior qualified employee shall receive the temporary assignment. The employee must meet the minimum qualifications for the position to which he/she is to be assigned. Temporary assignments shall not be made for more one (1) year. Exceptions to the one (1) year limitation will be made to accommodate ongoing recruitment, leave of absence, and special projects as approved by the Executive Director. The Employer shall not make a series of assignments of less than ten (10) working days to circumvent the intent of this Section.



## **Section 29. Personnel Files**

### **29.1 Access to Personnel Files**

Materials in personnel files of employees which may serve as a basis for affecting the status of their employment are to be made available for the inspection of the employee involved.

- 1) Every employee shall have the right to inspect, examine, and obtain copies of any materials in his/her employee personnel file by request to the Executive Director or his/her designated representative.
- 2) Copies of all materials placed in the personnel file shall be provided to the employee.
- 3) An employee shall have the right to enter his/her comments to any and all materials in his/her personnel file.

### **29.2 Maintenance of Files**

The personnel file of each employee shall be maintained at the Housing Authority's central administration office. No adverse action shall be based upon materials which are contained in the personnel file unless the materials had been previously provided to the employee.

### **29.3 Examination of Files**

An employee shall have the right to any reasonable time to examine and/or obtain copies of any material from the employee's personnel file.

- 1) Such review shall take place during normal business hours, and the employee shall upon approval of his/her supervisor, be released from duty for a reasonable time for this purpose without salary deduction.
- 2) With specific written authorization from the employee, authorized representatives shall also have the right, at any reasonable interval during the regular business hours of the Housing Authority, to examine and/or obtain copies of any material from the employee's personnel file.

### **29.4 Confidentiality**

All personnel files shall be kept in confidence and shall be available for inspection only to other employees designated by the Executive Director when actually necessary in the proper administration of the Housing Authority's affairs or the supervision of the employee.

### **29.5 Discipline and Investigatory Documents**

All discipline and investigatory documents placed in an employee's file shall be signed and dated by the preparer. The employee shall be notified prior to the material being placed in the file, and shall be given the opportunity to initial and date same. Refusal to do so shall be noted on the copy placed in the file. Employee evaluations shall remain in the employee's file.

## **Section 30. Miscellaneous Pay Provisions**

### **30.1 Bilingual Pay**

A salary differential of One Hundred Dollars (\$100.00) per month shall be paid employees utilizing bilingual proficiency as designated by the Executive Director or his/her designee. Said differential shall be prorated for employees working less than full-time and/or who are on an unpaid leave of absence. Designation of positions for which bilingual proficiency is required is the sole prerogative of the Employer. The procedure for determining competency and qualifications for bilingual pay shall be determined by the employer.

### **30.2 Mileage Reimbursement**

The mileage allowance for use of personal vehicles on Authority business shall be paid according to the rates allowed by the Internal Revenue Service and shall be adjusted to reflect changes in this rate on the date it becomes effective or the first of the month following announcement of the changed rate by the Internal Revenue Service, whichever is later.

### **30.3 Training and Tuition Reimbursement**

Guidelines for reimbursement of training, tuition and book expenses for employees furthering their professional education or career development are provided in the Authority's Policy and Procedures Manual.

### **30.5 On-Call Pay**

Maintenance "B" and Lead employees covered by this Agreement, who have successfully completed probation, may be assigned On-Call duties. Employees so assigned, shall be required to carry their assigned cellular phone and respond within the specified time. Employees assigned On-Call duties shall be assigned an Authority vehicle while responding to calls.

Employees assigned On-Call duties shall be paid two (2) hours of pay for each weekday and four (4) hours of pay for Saturday, Sunday, 4/10 Friday off and holidays.

While responding to calls, employees shall be paid pursuant to Callback (Section 21.6) and applicable overtime provisions (Section 24.1) of this Agreement. Specific procedures are contained in the Maintenance Division's On-Call Procedures Side Letter (Exhibit D) attached to this Memorandum of Understanding and incorporated herein.

### **30.6 Longevity Pay**

Employees who have ten (10) or more years of Authority service shall be paid an additional two and one-half percent (2.5%) longevity pay.

## **Section 31. Performance Evaluation**

### **31.1 Goal**

The basic goal of the employee evaluation process is to help each employee perform his/her present job more effectively to the mutual benefit of the individual and the Employer.

### **31.2 Objectives**

- 1) To provide a means of evaluating each employee's performance in the specific context of his/her job
- 2) To determine individual needs for improvement and development
- 3) To secure continuing communication of individual development
- 4) To provide a basis for giving recognition for praiseworthy service

### **31.3 Procedure**

- 1) The immediate supervisor has the major responsibility for the evaluation of employees under his/her supervision.
- 2) Initial hire probationary employees shall be evaluated in accordance with the Probationary Employee Evaluation provisions of this MOU.
- 3) Promotional probationary employees shall be formally evaluated at three (3) months and at six (6) months.
- 4) Permanent employees shall be evaluated once annually.
- 5) Evaluation forms shall be maintained in the employee's personnel file in the Central Administration office and are available for the employee's inspection. A copy of the completed forms shall be given to the employee.
- 6) Employees will have an opportunity to discuss evaluations with the evaluator prior to the placement of the evaluation in the employee's personnel file. Ratings reflecting below average performance shall include specific recommendations for improvement and such ratings shall be supported by appropriate prior documentation. The employee shall have the right to respond in writing to an evaluation and such response shall be attached to the evaluation and included in the personnel file.

## **Section 32. Voluntary Demotions**

### **32.1 Definition**

A voluntary demotion shall occur when an employee voluntarily vacates his/her current class and fills a vacant position in a lower paying class for which that employee meets the qualifications.

### **32.2 Reasons for Voluntary Demotions**

An employee may take a voluntary demotion when a vacancy exists in a lower classification and the employee desires to demote.

### 32.3 Procedure for Voluntary Demotions

The procedure in the Posting and Filling Vacancies Section of this MOU shall be followed. Employees seeking a voluntary demotion under these circumstances shall be considered after employees eligible for a transfer and after employees eligible for promotion as provided for in the Posting and Filling Vacancies Section of this MOU.

Employees seeking a voluntary demotion in accordance with the above procedure shall be placed in the lower classification at the same step level as he/she occupied in the higher class.

## **Section 33. Clothing**

### 33.1 Maintenance Employees

Employees assigned to the Maintenance Classification shall wear long pants, Authority-provided shirts and appropriate foot gear while working.

#### 1) Shirts

The Authority shall provide Maintenance Unit employees with eight (8) shirts with Authority identification each year between September and November. The shirts will be one color and worn at all times while on duty. The employee may choose any combination of the following, not to exceed eight (8):

Long sleeve shirt  
Short sleeve shirt  
"T" shirt (of good quality cotton)

The Authority shall provide employees in the Housing Program Specialist, Senior Property Assistant, and Senior Housing Assistant classification two (2) shirts with Authority identification each year between September and November. The employee may choose any combination of the following, not to exceed two (2):

Long sleeve shirt  
Short sleeve shirt  
"T" shirt (of good quality cotton)

#### 2) Coveralls/overalls/work pants

The Authority will provide a combination of two (2) pairs of regular coveralls/overalls/work pants to maintenance employees each year between September and November. In addition, the Employer will supply disposable coveralls as needed. Upon Union ratification and Board of Commissioners' approval of this MOU, the Authority will provide a combination of three (3) pairs of regular coveralls/overalls/work pants to maintenance employees each year between September and November.

3) Jacket

The Authority will provide and replace as needed, a jacket with Authority identification, to be worn by employees during cold weather.

4) Boot Allowance

Maintenance Unit employees will be referred to a vendor for the selection of approved safety footwear to be purchased by the Authority. If the Employee requires footwear that is unavailable through the provided vendor, the Employer will work to provide alternative vendors for approved safety footwear upon approval of the Executive Director or his/her designee. Maintenance Unit employees will receive an allowance up to Four Hundred Dollars (\$400) every two (2) years between September and November. This amount shall remain in effect for the term of this MOU.

Housing Program Specialist, Senior Property Assistant, and Senior Housing Assistant classification employees will be referred to a vendor for the selection of approved safety footwear to be purchased by the Authority. If the Employee requires footwear that is unavailable through the provided vendor, the Employer will work to provide alternative vendors for approved safety footwear upon approval of the Executive Director or his/her designee. Eligible clerical unit employees will receive an allowance up to Two Hundred Dollars (\$200) every two (2) years between September and November. This amount shall remain in effect for the term of this MOU.

The Authority agrees to coordinate the purchase of safety boots for new hires. Safety footwear must be worn while on duty and must conform to Authority safety standards. Safety footwear shall be leather, hard soled, non-slip with heels and have steel or other approved safety toe and ankle protection.

5) Protective Clothing

Gloves, rain suits, coveralls and rubber boots shall be furnished by the Authority where it is deemed necessary by the Authority for protection of the employee or his/her clothing.

33.2 Non-Maintenance Employees

Employees working in non-maintenance classifications shall wear attire appropriate for an office environment or suitable for field assignments.

**Section 34. Catastrophic Leave**

34.1 Eligibility

Permanent employees may be eligible to receive donations of paid leave other than sick leave, to be included in the recipient employee's sick leave balance if the employee or immediate family member has suffered a catastrophic illness or injury resulting in the employee's inability to work.

## 34.2 Procedure

### 1) Recipient Employee

The recipient employee, recipient employee's family or other person designated in writing by the recipient employee shall submit a request in writing to the Executive Director or designee.

The recipient employee shall not be eligible so long as she/he has paid leaves available, however, the request may be initiated prior to the anticipated date leave balance being exhausted.

A medical verification shall be provided by the recipient employee.

A recipient employee is eligible to receive four hundred eighty (480) hours of donated time per incident.

### 2) Donations

Donations shall be made in hourly increments, and are irrevocable. The donor employee may donate vacation up to any amount so long as the donor employee retains at least eighty (80) hours of vacation. Sick leave may not be donated.

Time donated will be converted from the type of time donated to sick leave and credited to the recipient employee's sick leave balance on an hour-for-hour basis and shall be paid at the rate of pay of the recipient employee. All sick leave provisions will apply.

Time donated in any pay period may be used in the following pay periods. No retroactive donations will be permitted.

The determination of the employee's eligibility for Catastrophic Sick Leave donation shall be at the Executive Director's sole discretion and shall be final and non-grievable.

## **Section 35. Miscellaneous Provisions**

### 35.1 Personnel Policies

Where a specific provision contained in a section of this Memorandum of Understanding conflicts with a specific provision contained in a section of the Personnel Policies, the provision of this Memorandum of Understanding shall prevail. Those provisions of the Personnel Policies which are not within the scope of representation shall be considered in full force and effect. Those provisions of the Personnel Policies within the scope of representation shall not be changed, amended or otherwise invalidated without a prior meeting with Local #1.

### 35.2 Temporary Employees

It is understood that the Authority may utilize temporary employees to provide back-up for vacancies in regular bargaining unit positions during the job recruitment and employee selection process, when regular employees are on



leave or for certain peak workload periods. The Authority agrees to monitor the usage in an effort to reduce any unnecessary or prolonged assignment of temporary employees to perform bargaining unit work. Upon request of the Union, the Authority will meet to review the numbers and assignments of temporary employees.

35.3 Modified Work/Limited Duty Program

The light Modified Work/Limited Duty Program is attached to this MOU as Exhibit C and is incorporated herein by reference.

35.4 Rest Rooms

The Authority will provide sufficient sanitary rest room facilities for employees. Employees will be expected and required to cooperate in maintaining sanitary facilities for their use.

35.5 Constructive Resignation

Any employee, who is absent without leave for five (5) consecutive workdays, will be considered to have constructively resigned, provided that the Employer shall send a Registered/Certified Notice of Resignation to the Employee's last known address. The effective date of the constructive resignation shall be five (5) consecutive workdays after the date the notice was mailed.

35.6 Driver's License Requirement.

While actively employed by the Authority, employees required to drive Authority vehicles as part of their job shall maintain:

- 1) A current valid California driver's license; and
- 2) A driving record acceptable to the Authority's auto insurance carrier and which will not cause the Authority to be required to pay excessive insurance premiums.

If an employee does not have a valid driver's license, and cannot perform the functions of his/her job, the Authority will follow the employer's Vehicle Policy.

35.7 Health Examination

The Housing Authority may require an employee to undergo a medical examination if the Authority has a reasonable belief that the employee's physical or mental condition may prevent the employee from safely and productively performing his/her job. A health examination shall be conducted by a licensed physician, qualified in industrial medicine. The cost for medical examination shall be paid by the Authority.

35.8 Joint Labor Management Committees

The parties agree to schedule regular meetings to discuss issues of mutual concern. Union representatives shall be allowed release time to attend such meetings. The parties shall schedule separate meetings for the Clerical and Maintenance units for the purpose of addressing issues specific to each unit.

The parties agree that these meetings do not constitute meet and confer, or

collective bargaining, nor shall they address issues that fall under the MOU grievance process. To the extent possible, during each meeting, the Committee shall set the agenda for the next meeting and any agenda additions shall be relayed to the Committee members as soon as possible prior to the next meeting.

Minutes of each Joint Labor Management Committee meeting will be distributed to the Clerical and/or Maintenance unit employees, respectively.

Recommendations from the Committee will be forwarded to the Executive Director for review and final decision.

### **Section 36. Scope of Agreement**

Except as otherwise specifically provided herein, this Memorandum of Understanding fully and completely incorporates the understanding of the parties hereto and constitutes the sole and entire agreement between the parties in any and all matters subject to meet and confer. Neither party shall, during the term of this Memorandum of Understanding demand any change herein, provided that nothing herein shall prohibit the parties from changing the terms of this Memorandum of Understanding by mutual agreement.

### **Section 37. Saving Clause**

37.1 Should any part hereof or any provisions herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by a decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate any remaining portions which shall continue in full force and effect. Local #1 and the Employer shall, within thirty (30) days, meet and confer regarding the affected portion of this Memorandum of Understanding. Any modification or changes in the Memorandum of Understanding brought about by the above meeting and conferring shall be in writing and signed by the parties hereto.

#### **37.2 Waiver of Performance**

The waiver of performance of any obligations of the Sections of the Memorandum of Understanding by either party at any time or for any period shall not be construed as a waiver of the right of such parties to insist upon full performance of such obligations thereafter.

**Section 38. Term**

38.1 Unless otherwise provided for in this Memorandum of Understanding, the term of this Memorandum shall become effective on July 1, 2021 and terminate on June 30, 2024.

38.2 Written notice of desire to negotiate amendments as an extension of this Memorandum of Understanding or any new Memorandum of Understanding must be given by either party at least sixty (60) days prior to the expiration date. Negotiations, therefore, shall commence no less than thirty (30) days prior to the expiration of said Memorandum of Understanding. If a notice is given, as specified above, and complete agreement upon modifications or amendments to this memorandum of Understanding has not been reached by the expiration date, it may be temporarily extended by mutual agreement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021

**PUBLIC EMPLOYEES UNION  
LOCAL 1/AFSCME**

**HOUSING AUTHORITY OF THE  
COUNTY OF CONTRA COSTA**

By: \_\_\_\_\_  
Jaclyn Ellsworth

By: \_\_\_\_\_  
Joseph Villarreal  
Executive Director

By: \_\_\_\_\_  
Laurie Kohlweck

By: \_\_\_\_\_  
Charlene Calica  
Human Resources Officer

By: \_\_\_\_\_  
Lorece Crockett

By: \_\_\_\_\_  
Elizabeth Campbell  
Director of Asset Management

By: \_\_\_\_\_  
Heather Brackenridge

By: \_\_\_\_\_  
Nataline Jindoian  
Administrative Services Officer

By: \_\_\_\_\_  
Jaime Cisneros

By: \_\_\_\_\_  
Victor Carranza

By: \_\_\_\_\_  
Ingrid Layne  
Director of Assisted Housing Programs

By: \_\_\_\_\_  
Roderick Evans

By: \_\_\_\_\_  
Jeff Apkarian, Local #1/AFSCME  
Union Negotiator

By: \_\_\_\_\_  
Stacey Cue, IEDA  
Authority Negotiator

**EXHIBIT A**

**REPRESENTED EMPLOYEES SALARIES**

**HOUSING AUTHORITY of the COUNTY of CONTRA COSTA  
SALARY SCHEDULE BY CLASSIFICATION  
NON-EXEMPT EMPLOYEES : 8/21/21 - 6/24/22  
5% Market Equity Adjustment and 2.5% COLA**

<b>POSITION</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
Lead Maintenance Mechanic	<b>\$67,426 /yr</b> 5,619 /mo 32.42 /hr	<b>\$70,798 /yr</b> 5,900 /mo 34.04 /hr	<b>\$74,338 /yr</b> 6,195 /mo 35.74 /hr	<b>\$78,055 /yr</b> 6,505 /mo 37.53 /hr	<b>\$81,958 /yr</b> 6,830 /mo 39.41 /hr
Housing Program Specialist	<b>\$61,444 /yr</b> 5,121 /mo 29.55 /hr	<b>\$64,517 /yr</b> 5,377 /mo 31.02 /hr	<b>\$67,743 /yr</b> 5,646 /mo 32.57 /hr	<b>\$71,131 /yr</b> 5,928 /mo 34.20 /hr	<b>\$74,688 /yr</b> 6,224 /mo 35.91 /hr
Senior Property Assistant	<b>\$61,423 /yr</b> 5,119 /mo 29.54 /hr	<b>\$64,495 /yr</b> 5,375 /mo 31.01 /hr	<b>\$67,720 /yr</b> 5,644 /mo 32.56 /hr	<b>\$71,106 /yr</b> 5,926 /mo 34.19 /hr	<b>\$74,662 /yr</b> 6,222 /mo 35.90 /hr
Senior Housing Assistant	<b>\$58,233 /yr</b> 4,853 /mo 28.00 /hr	<b>\$61,145 /yr</b> 5,096 /mo 29.40 /hr	<b>\$64,203 /yr</b> 5,351 /mo 30.87 /hr	<b>\$67,414 /yr</b> 5,618 /mo 32.42 /hr	<b>\$70,785 /yr</b> 5,899 /mo 34.04 /hr
Maintenance Mechanic B	<b>\$58,093 /yr</b> 4,842 /mo 27.93 /hr	<b>\$60,998 /yr</b> 5,084 /mo 29.33 /hr	<b>\$64,048 /yr</b> 5,338 /mo 30.80 /hr	<b>\$67,251 /yr</b> 5,605 /mo 32.34 /hr	<b>\$70,614 /yr</b> 5,885 /mo 33.95 /hr
Senior Accounts Clerk	<b>\$55,320 /yr</b> 4,610 /mo 26.60 /hr	<b>\$58,086 /yr</b> 4,841 /mo 27.93 /hr	<b>\$60,991 /yr</b> 5,083 /mo 29.33 /hr	<b>\$64,041 /yr</b> 5,337 /mo 30.79 /hr	<b>\$67,244 /yr</b> 5,604 /mo 32.33 /hr
Housing Assistant	<b>\$52,764 /yr</b> 4,397 /mo 25.37 /hr	<b>\$55,403 /yr</b> 4,617 /mo 26.64 /hr	<b>\$58,174 /yr</b> 4,848 /mo 27.97 /hr	<b>\$61,083 /yr</b> 5,091 /mo 29.37 /hr	<b>\$64,138 /yr</b> 5,345 /mo 30.84 /hr
Maintenance Mechanic A	<b>\$47,997 /yr</b> 4,000 /mo 23.08 /hr	<b>\$50,397 /yr</b> 4,200 /mo 24.23 /hr	<b>\$52,917 /yr</b> 4,410 /mo 25.45 /hr	<b>\$55,563 /yr</b> 4,631 /mo 26.72 /hr	<b>\$58,342 /yr</b> 4,862 /mo 28.05 /hr
Leasing Assistant	<b>\$47,930 /yr</b> 3,995 /mo 23.05 /hr	<b>\$50,327 /yr</b> 4,194 /mo 24.20 /hr	<b>\$52,844 /yr</b> 4,404 /mo 25.41 /hr	<b>\$55,487 /yr</b> 4,624 /mo 26.68 /hr	<b>\$58,262 /yr</b> 4,856 /mo 28.02 /hr
Senior Office Assistant	<b>\$47,757 /yr</b> 3,980 /mo 22.97 /hr	<b>\$50,145 /yr</b> 4,179 /mo 24.11 /hr	<b>\$52,653 /yr</b> 4,388 /mo 25.32 /hr	<b>\$55,286 /yr</b> 4,608 /mo 26.58 /hr	<b>\$58,051 /yr</b> 4,838 /mo 27.91 /hr
Junior Accounts Clerk	<b>\$47,354 /yr</b> 3,947 /mo 22.77 /hr	<b>\$49,722 /yr</b> 4,144 /mo 23.91 /hr	<b>\$52,209 /yr</b> 4,351 /mo 25.11 /hr	<b>\$54,820 /yr</b> 4,569 /mo 26.36 /hr	<b>\$57,561 /yr</b> 4,797 /mo 27.68 /hr
Office Assistant II	<b>\$45,321 /yr</b> 3,777 /mo 21.79 /hr	<b>\$47,588 /yr</b> 3,966 /mo 22.88 /hr	<b>\$49,968 /yr</b> 4,164 /mo 24.03 /hr	<b>\$52,467 /yr</b> 4,373 /mo 25.23 /hr	<b>\$55,091 /yr</b> 4,591 /mo 26.49 /hr
Purchasing Clerk	<b>\$45,321 /yr</b> 3,777 /mo 21.79 /hr	<b>\$47,588 /yr</b> 3,966 /mo 22.88 /hr	<b>\$49,968 /yr</b> 4,164 /mo 24.03 /hr	<b>\$52,467 /yr</b> 4,373 /mo 25.23 /hr	<b>\$55,091 /yr</b> 4,591 /mo 26.49 /hr
Office Assistant	<b>\$40,158 /yr</b> 3,347 /mo 19.31 /hr	<b>\$42,166 /yr</b> 3,514 /mo 20.28 /hr	<b>\$44,275 /yr</b> 3,690 /mo 21.29 /hr	<b>\$46,489 /yr</b> 3,875 /mo 22.36 /hr	<b>\$48,814 /yr</b> 4,068 /mo 23.47 /hr
Facility/Grounds Worker	<b>\$36,231 /yr</b> 3,020 /mo 17.42 /hr	<b>\$38,043 /yr</b> 3,171 /mo 18.29 /hr	<b>\$39,946 /yr</b> 3,329 /mo 19.21 /hr	<b>\$41,944 /yr</b> 3,496 /mo 20.17 /hr	<b>\$44,042 /yr</b> 3,671 /mo 21.18 /hr

**HOUSING AUTHORITY of the COUNTY of CONTRA COSTA**  
**SALARY SCHEDULE BY CLASSIFICATION**  
**NON-EXEMPT EMPLOYEES : 6/25/22 - 6/23/23**  
**2.5% COLA**

<b>POSITION</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
Lead Maintenance Mechanic	<b>\$69,112 /yr</b> 5,760 /mo 33.23 /hr	<b>\$72,568 /yr</b> 6,048 /mo 34.89 /hr	<b>\$76,197 /yr</b> 6,350 /mo 36.64 /hr	<b>\$80,007 /yr</b> 6,668 /mo 38.47 /hr	<b>\$84,008 /yr</b> 7,001 /mo 40.39 /hr
Housing Program Specialist	<b>\$62,981 /yr</b> 5,249 /mo 30.28 /hr	<b>\$66,131 /yr</b> 5,511 /mo 31.80 /hr	<b>\$69,438 /yr</b> 5,787 /mo 33.39 /hr	<b>\$72,910 /yr</b> 6,076 /mo 35.06 /hr	<b>\$76,556 /yr</b> 6,380 /mo 36.81 /hr
Senior Property Assistant	<b>\$62,959 /yr</b> 5,247 /mo 30.27 /hr	<b>\$66,107 /yr</b> 5,509 /mo 31.79 /hr	<b>\$69,413 /yr</b> 5,785 /mo 33.38 /hr	<b>\$72,884 /yr</b> 6,074 /mo 35.05 /hr	<b>\$76,529 /yr</b> 6,378 /mo 36.80 /hr
Senior Housing Assistant	<b>\$59,689 /yr</b> 4,975 /mo 28.70 /hr	<b>\$62,674 /yr</b> 5,223 /mo 30.14 /hr	<b>\$65,808 /yr</b> 5,484 /mo 31.64 /hr	<b>\$69,099 /yr</b> 5,759 /mo 33.23 /hr	<b>\$72,554 /yr</b> 6,047 /mo 34.89 /hr
Maintenance Mechanic B	<b>\$59,546 /yr</b> 4,963 /mo 28.63 /hr	<b>\$62,524 /yr</b> 5,211 /mo 30.06 /hr	<b>\$65,651 /yr</b> 5,471 /mo 31.57 /hr	<b>\$68,934 /yr</b> 5,745 /mo 33.15 /hr	<b>\$72,381 /yr</b> 6,032 /mo 34.80 /hr
Senior Accounts Clerk	<b>\$56,703 /yr</b> 4,726 /mo 27.27 /hr	<b>\$59,539 /yr</b> 4,962 /mo 28.63 /hr	<b>\$62,516 /yr</b> 5,210 /mo 30.06 /hr	<b>\$65,642 /yr</b> 5,471 /mo 31.56 /hr	<b>\$68,925 /yr</b> 5,744 /mo 33.14 /hr
Housing Assistant	<b>\$54,084 /yr</b> 4,507 /mo 26.01 /hr	<b>\$56,789 /yr</b> 4,733 /mo 27.31 /hr	<b>\$59,629 /yr</b> 4,970 /mo 28.67 /hr	<b>\$62,611 /yr</b> 5,218 /mo 30.11 /hr	<b>\$65,742 /yr</b> 5,479 /mo 31.61 /hr
Maintenance Mechanic A	<b>\$49,197 /yr</b> 4,100 /mo 23.66 /hr	<b>\$51,657 /yr</b> 4,305 /mo 24.84 /hr	<b>\$54,240 /yr</b> 4,520 /mo 26.08 /hr	<b>\$56,952 /yr</b> 4,746 /mo 27.39 /hr	<b>\$59,800 /yr</b> 4,984 /mo 28.75 /hr
Leasing Assistant	<b>\$49,129 /yr</b> 4,095 /mo 23.62 /hr	<b>\$51,586 /yr</b> 4,299 /mo 24.81 /hr	<b>\$54,166 /yr</b> 4,514 /mo 26.05 /hr	<b>\$56,875 /yr</b> 4,740 /mo 27.35 /hr	<b>\$59,719 /yr</b> 4,977 /mo 28.72 /hr
Senior Office Assistant	<b>\$48,951 /yr</b> 4,080 /mo 23.54 /hr	<b>\$51,399 /yr</b> 4,284 /mo 24.72 /hr	<b>\$53,969 /yr</b> 4,498 /mo 25.95 /hr	<b>\$56,668 /yr</b> 4,723 /mo 27.25 /hr	<b>\$59,502 /yr</b> 4,959 /mo 28.61 /hr
Junior Accounts Clerk	<b>\$48,538 /yr</b> 4,045 /mo 23.34 /hr	<b>\$50,965 /yr</b> 4,248 /mo 24.51 /hr	<b>\$53,514 /yr</b> 4,460 /mo 25.73 /hr	<b>\$56,190 /yr</b> 4,683 /mo 27.02 /hr	<b>\$59,000 /yr</b> 4,917 /mo 28.37 /hr
Office Assistant II	<b>\$46,455 /yr</b> 3,872 /mo 22.34 /hr	<b>\$48,778 /yr</b> 4,065 /mo 23.46 /hr	<b>\$51,217 /yr</b> 4,269 /mo 24.63 /hr	<b>\$53,778 /yr</b> 4,482 /mo 25.86 /hr	<b>\$56,467 /yr</b> 4,706 /mo 27.15 /hr
Purchasing Clerk	<b>\$46,455 /yr</b> 3,872 /mo 22.34 /hr	<b>\$48,778 /yr</b> 4,065 /mo 23.46 /hr	<b>\$51,217 /yr</b> 4,269 /mo 24.63 /hr	<b>\$53,778 /yr</b> 4,482 /mo 25.86 /hr	<b>\$56,467 /yr</b> 4,706 /mo 27.15 /hr
Office Assistant	<b>\$41,162 /yr</b> 3,431 /mo 19.79 /hr	<b>\$43,221 /yr</b> 3,602 /mo 20.78 /hr	<b>\$45,383 /yr</b> 3,782 /mo 21.82 /hr	<b>\$47,653 /yr</b> 3,972 /mo 22.92 /hr	<b>\$50,036 /yr</b> 4,170 /mo 24.06 /hr
Facility/Grounds Worker	<b>\$37,137 /yr</b> 3,095 /mo 17.86 /hr	<b>\$38,994 /yr</b> 3,250 /mo 18.75 /hr	<b>\$40,944 /yr</b> 3,412 /mo 19.69 /hr	<b>\$42,992 /yr</b> 3,583 /mo 20.67 /hr	<b>\$45,142 /yr</b> 3,762 /mo 21.71 /hr



**HOUSING AUTHORITY of the COUNTY of CONTRA COSTA**  
**SALARY SCHEDULE BY CLASSIFICATION**  
**NON-EXEMPT EMPLOYEES : 6/24/23 - 6/21/24**  
**2.5% COLA**

<b>POSITION</b>	<b>STEP 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>
Lead Maintenance Mechanic	<b>\$70,840 /yr</b> 5,904 /mo 34.06 /hr	<b>\$74,382 /yr</b> 6,199 /mo 35.77 /hr	<b>\$78,102 /yr</b> 6,509 /mo 37.55 /hr	<b>\$82,008 /yr</b> 6,834 /mo 39.43 /hr	<b>\$86,109 /yr</b> 7,176 /mo 41.40 /hr
Housing Program Specialist	<b>\$64,556 /yr</b> 5,380 /mo 31.04 /hr	<b>\$67,784 /yr</b> 5,649 /mo 32.59 /hr	<b>\$71,174 /yr</b> 5,932 /mo 34.22 /hr	<b>\$74,733 /yr</b> 6,228 /mo 35.93 /hr	<b>\$78,470 /yr</b> 6,540 /mo 37.73 /hr
Senior Property Assistant	<b>\$64,533 /yr</b> 5,378 /mo 31.03 /hr	<b>\$67,760 /yr</b> 5,647 /mo 32.58 /hr	<b>\$71,148 /yr</b> 5,929 /mo 34.21 /hr	<b>\$74,706 /yr</b> 6,226 /mo 35.92 /hr	<b>\$78,442 /yr</b> 6,537 /mo 37.72 /hr
Senior Housing Assistant	<b>\$61,182 /yr</b> 5,099 /mo 29.42 /hr	<b>\$64,242 /yr</b> 5,354 /mo 30.89 /hr	<b>\$67,455 /yr</b> 5,622 /mo 32.44 /hr	<b>\$70,828 /yr</b> 5,903 /mo 34.06 /hr	<b>\$74,370 /yr</b> 6,198 /mo 35.76 /hr
Maintenance Mechanic B	<b>\$61,035 /yr</b> 5,087 /mo 29.35 /hr	<b>\$64,087 /yr</b> 5,341 /mo 30.82 /hr	<b>\$67,292 /yr</b> 5,608 /mo 32.36 /hr	<b>\$70,657 /yr</b> 5,889 /mo 33.97 /hr	<b>\$74,190 /yr</b> 6,183 /mo 35.67 /hr
Senior Accounts Clerk	<b>\$58,121 /yr</b> 4,844 /mo 27.95 /hr	<b>\$61,028 /yr</b> 5,086 /mo 29.35 /hr	<b>\$64,080 /yr</b> 5,340 /mo 30.81 /hr	<b>\$67,284 /yr</b> 5,607 /mo 32.35 /hr	<b>\$70,649 /yr</b> 5,888 /mo 33.97 /hr
Housing Assistant	<b>\$55,437 /yr</b> 4,620 /mo 26.66 /hr	<b>\$58,209 /yr</b> 4,851 /mo 27.99 /hr	<b>\$61,120 /yr</b> 5,094 /mo 29.39 /hr	<b>\$64,176 /yr</b> 5,348 /mo 30.86 /hr	<b>\$67,385 /yr</b> 5,616 /mo 32.40 /hr
Maintenance Mechanic A	<b>\$50,427 /yr</b> 4,203 /mo 24.25 /hr	<b>\$52,949 /yr</b> 4,413 /mo 25.46 /hr	<b>\$55,597 /yr</b> 4,634 /mo 26.73 /hr	<b>\$58,377 /yr</b> 4,865 /mo 28.07 /hr	<b>\$61,296 /yr</b> 5,108 /mo 29.47 /hr
Leasing Assistant	<b>\$50,358 /yr</b> 4,197 /mo 24.22 /hr	<b>\$52,876 /yr</b> 4,407 /mo 25.43 /hr	<b>\$55,520 /yr</b> 4,627 /mo 26.70 /hr	<b>\$58,296 /yr</b> 4,858 /mo 28.03 /hr	<b>\$61,211 /yr</b> 5,101 /mo 29.43 /hr
Senior Office Assistant	<b>\$50,175 /yr</b> 4,182 /mo 24.13 /hr	<b>\$52,684 /yr</b> 4,391 /mo 25.33 /hr	<b>\$55,319 /yr</b> 4,610 /mo 26.60 /hr	<b>\$58,085 /yr</b> 4,841 /mo 27.93 /hr	<b>\$60,990 /yr</b> 5,083 /mo 29.33 /hr
Junior Accounts Clerk	<b>\$49,752 /yr</b> 4,146 /mo 23.92 /hr	<b>\$52,240 /yr</b> 4,354 /mo 25.12 /hr	<b>\$54,852 /yr</b> 4,571 /mo 26.38 /hr	<b>\$57,595 /yr</b> 4,800 /mo 27.69 /hr	<b>\$60,475 /yr</b> 5,040 /mo 29.08 /hr
Office Assistant II	<b>\$47,617 /yr</b> 3,969 /mo 22.90 /hr	<b>\$49,998 /yr</b> 4,167 /mo 24.04 /hr	<b>\$52,498 /yr</b> 4,375 /mo 25.24 /hr	<b>\$55,123 /yr</b> 4,594 /mo 26.51 /hr	<b>\$57,880 /yr</b> 4,824 /mo 27.83 /hr
Purchasing Clerk	<b>\$47,617 /yr</b> 3,969 /mo 22.90 /hr	<b>\$49,998 /yr</b> 4,167 /mo 24.04 /hr	<b>\$52,498 /yr</b> 4,375 /mo 25.24 /hr	<b>\$55,123 /yr</b> 4,594 /mo 26.51 /hr	<b>\$57,880 /yr</b> 4,824 /mo 27.83 /hr
Office Assistant	<b>\$42,192 /yr</b> 3,516 /mo 20.29 /hr	<b>\$44,302 /yr</b> 3,692 /mo 21.30 /hr	<b>\$46,518 /yr</b> 3,877 /mo 22.37 /hr	<b>\$48,844 /yr</b> 4,071 /mo 23.49 /hr	<b>\$51,287 /yr</b> 4,274 /mo 24.66 /hr
Facility/Grounds Worker	<b>\$38,066 /yr</b> 3,173 /mo 18.31 /hr	<b>\$39,970 /yr</b> 3,331 /mo 19.22 /hr	<b>\$41,969 /yr</b> 3,498 /mo 20.18 /hr	<b>\$44,068 /yr</b> 3,673 /mo 21.19 /hr	<b>\$46,272 /yr</b> 3,856 /mo 22.25 /hr



**EXHIBIT B**

**4/10 WORK SCHEDULE PLAN**

**HOUSING AUTHORITY OF THE COUNTY OF CONTRA COSTA  
4/10 WORK SCHEDULE PLAN**

The following represents the terms and conditions of a 4/10 Work Schedule Plan, as agreed to by the Housing Authority and Local 1/AFSCME.

**TRANSITION** The 4/10 Plan has three optional time shifts: 6:00 a.m. - 4:30 p.m., 6:30 a.m. - 5:00 p.m. or 7:00 a.m. - 5:30 p.m. Authority reserves the right to schedule crews or work units at the same start and end times. Employer will meet and confer with Union prior to changing existing work schedules

All offices will be open Monday through Thursday from 8:00 a.m. to 4:30 p.m. and will be closed on Friday.

**I. DURATION AND TERMINATION**

The Housing Authority may, at its sole discretion, terminate the 4/10 Plan after meeting with Local 1/AFSCME to discuss the reasons for the termination.

In the event the 4/10 plan is terminated, HACCC and the Union will meet and confer regarding alternate schedules. Two (2) weeks advance notice of 4/10 plan termination shall be given to the Union and affected employees.

**II. PLAN PARTICIPATION**

The 4/10 plan consists of four ten-hour days and one scheduled day off in the work week.

**III. WORKWEEK**

The 4/10 workweek begins on Saturday at 12:00 p.m. and ends with the completion of the seventh day, Friday at 11:59 p.m.

**IV. FEDERAL AND STATE REGULATIONS**

All applicable federal and state regulations pertaining to work hours shall be followed.

**V. WORK EXPECTATIONS**

Employees are urged to schedule doctor, dental and personal appointments on their scheduled day off whenever possible.

Everyone must respect the working time of others. Employees arriving or leaving should avoid distracting the employees who are working.

## **VI. SCHEDULING**

Adequate daily and weekly coverage in the work site must be maintained and is the responsibility of the appropriate supervisor. It is understood that an individual employee's daily and weekly schedule may be changed due to the requirements of the Department. If an employee requests or is required by the department to work on a different daily or weekly schedule during that work week (only) to attend training, meetings, meet work deadlines, appear in court or for personal reasons, it must be by advance arrangement and with prior approval of the appropriate supervisor.

In addition, in the event coverage within a work site becomes temporarily reduced, an employee's schedule may be temporarily changed by the appropriate supervisor. If the work day modification is for more than five (5) business days, other than for vacation coverage, the Supervisor shall notify the Union. The Supervisor will schedule a meeting at the request of either party to discuss the extended schedule change.

Vacation requests will be closely reviewed by the appropriate supervisor and approved in accordance with Section 10.5 of the Memorandum of Understanding.

## **VII. HOLIDAYS**

If a holiday falls on a ten-hour workday, the employee will observe an 8-hour holiday. The employee has the option to use two (2) hours of accrued leave time (excluding sick leave) or leave without pay on the holiday or to work two (2) extra hours in the week the holiday is taken.

Should a holiday fall on a scheduled day off, the employee will take the preceding or following work day off. All of Section 9, Holidays, of the Memorandum of Understanding, apply.

## **VIII. SICK LEAVE AND VACATION**

Participants in the 4/10 plan may not use sick leave on their scheduled day off.

Sick leave or vacation time will be charged on an hour-for-hour basis, i.e., if the employee takes leave on a scheduled ten-hour day, he/she shall be charged ten hours of leave time.

## **IX. JURY DUTY AND VOLUNTARY TRAINING**

Participants will not receive overtime or compensatory time credit for jury duty or voluntary training on their scheduled day off.

**X. OVERTIME**

Overtime shall be defined as authorized time worked which exceeds the employee's normal 4/10 work schedule. Such authorized overtime shall be compensated on the basis set forth in the Memorandum of Understanding.

Adjusted hours that occur within a work week are not considered as overtime.

**XI. BEREAVEMENT LEAVE**

Employees on the 4/10 plan who utilize bereavement leave shall be entitled to a maximum of forty hours paid bereavement leave. Employees shall be required to supplement bereavement leave pursuant to Section VIII.

**HOUSING AUTHORITY OF THE COUNTY OF CONTRA COSTA  
MODIFIED WORK/LIMITED DUTY PROGRAM****I. POLICY STATEMENT**

The Housing Authority of the County of Contra Costa (HACCC) supports the intent of the California Workers' Compensation Laws, which seek to return each employee who has sustained a work-related injury or illness to suitable, gainful employment as soon as possible, while treating each employee with dignity and respect.

The HACCC Modified Work/Limited Duty Program is an early return-to-work program for those employees who have sustained an injury or illness. This program will enable employees, whose medical providers have released them to return to work, with temporary restrictions, to return to the job site in a modified capacity, remain productive and earn their full rate of pay for those hours worked.

**II. PURPOSE**

The purpose of the program is to return an injured or ill employee to the usual and customary job as soon as possible. This program will allow the injured or ill employee to return to the job site as soon as is medically feasible and to work at needed temporary tasks, during recuperation. The tasks assigned will be selected to accommodate the employee's medical restriction(s), balancing the medical needs of the employee with the functional needs of the organization, while allowing the employee to earn a normal rate of pay.

The HACCC Modified Work/Limited Duty Program is a temporary accommodation of assigned tasks to assist the employee return to work during recuperation. It is not meant to be a permanent accommodation. It is not a job. The HACCC Modified Work/Limited Duty Program is designed to promote and speed recuperation. It is designed to fill the interim time period between the injury and full recuperation. The HACCC will accommodate as many Limited Duty employees as is operationally feasible but may not be able to provide for every and/or all injuries or illnesses. Accommodation of Modified Work/Limited Duty for qualifying employees shall be that the first employee released for "light duty" will be the first provided.

**III. PARTICIPATION**

In order to participate in the HACCC Modified Work/Limited Duty Program, the employee must obtain a verification of treatment from the medical provider and present it to their supervisor for immediate forwarding to Human Resources or the Department Head or designee.

The verification of treatment form must:

- A. be signed by a California-licensed medical provider;
- B. state that the employee has been released to return-to-work with restrictions;
- C. specify the work restrictions;
- D. state the physical capabilities of the employee;
- E. state the anticipated duration of work-related restrictions; and
- F. indicate date of the next scheduled visit to the medical provider.

With this information, the supervisor will meet within two (2) business days with the appropriate Department Head or designee or Human Resources to determine if the Authority can accommodate the recuperating employee within his/her own department and work site. If not, attempts will be made to locate tasks at the work site closest and which may accommodate the employee's work restrictions. Final plans shall be documented and sent to Human Resources.

Employees who participate in this Modified Work/ Limited Duty Program may be deemed ineligible to participate due to work restrictions or program constraints.

#### **IV. LENGTH OF PARTICIPATION**

An eligible employee may receive temporary accommodation through participation in the HACCC Modified Work/Limited Duty Program for the length of recuperation, as long as:

- A. The employee is cooperative, continues specified restrictions/treatment, and follows HACCC Modified Work/Limited Duty Program guidelines.
- B. The employee's work restrictions can be accommodated by the employee's facility or other Housing Authority facility.
- C. Full recuperation is expected and recuperation continues to progress.
- D. The employee continues to meet the HACCC program participation guidelines.
- E. The employee successfully meets such employment requirements as attendance and quality of work, etc.

The work assigned to the HACCC Modified Work/Limited Duty Program participant will be tasks, which are needed by the facility.

#### **V. HACCC MODIFIED WORK/LIMITED DUTY PROGRAM ADMINISTRATION**

A "Review Committee" consisting of Human Resources (a non-voting member of the Committee), three (3) Public Employees Union Local One representatives and three (3) management representatives will serve as a committee to assist in the implementation and review of the HACCC Modified Work/Limited Duty Program.

- A. All Housing Authority departments and sites shall participate in the HACCC Modified Work/Limited Duty program. The Program Administrator is the Human Resources & Training Officer.

- B. Every reasonable accommodation for an injured employee in his/her existing job will be considered prior to assigning modified work. Such accommodations may include equipment or work station modifications.
- C. If an employee is not able to perform her/his customary and usual job, the employee will be assigned to temporary modified work within the same unit and classification based upon a physician's statement concerning her/his ability to work if such a placement is available. The placement shall be as closely aligned to the employee's current work schedule and location as possible.
- D. An employee will be assigned limited responsibilities within the same classification and site first. If there are no light duty tasks available at the employee's usual job site or in the employee's usual classification, another site, department and job classification in which appropriate limited duty is available may be utilized.
- E. If limited duty within prescribed medical limitations is offered, but the employee refuses it, the HACCC will be entitled to restrict such leave, continuing pay and disability benefits as permitted by law and by governing terms of employment. Any restriction of sick leave will be subject to mediation by the Review Committee. All such decisions are subject to the worker's compensation appeals process.
- F. Payment for limited duty shall be at the pay and benefits of the employee's regular position. Limited duty work of less than full time shall provide pro-rata pay and benefits based on time worked.
- G. Participation in the limited duty program may extend up to one year.

## **VI. NON-DISCRIMINATION IN JOB ASSIGNMENTS**

Modified work tasks will be assigned on an equal basis to all employees without discrimination. The essential factor to consider in developing and assigning tasks is the employee's ability to perform the tasks assigned within the doctor's work restrictions.

## **VII. NON-COMPLIANCE**

Employees on limited duty are expected to comply with the doctor's work restrictions and the physician's approved modified work plan.

Employees participating in limited duty are subject to the same work expectations regarding performance, attendance, quality of work, etc., as employees who are not participating in a limited duty program. Work expectations will comply with doctors work restrictions.

If an employee fails to follow the physician approved modified work plan or meet work expectations, she/he may be subject to the same disciplinary procedures outlined in the MOU as employees who are not participating in the light duty program.

## **VIII. EMPLOYEE-SUPERVISOR INVOLVEMENT / PHYSICIAN APPROVAL**



- A. The treating physician shall specify the work restrictions on the employee's release to return to work. The employee and the supervisor will be involved in monitoring the limited duty tasks included in a modified work/limited duty work plan.
- B. HACCC Modified Work/Limited Duty Program assignments may be changed once an employee has begun a limited duty assignment. These changes are to be consistent with the physician's report and are designed to address unexpected medical issues which may surface after the initial start of the limited duty assignment. The limited duty assignment shall be monitored by the Human Resources & Training Officer and/or the Department Head.

A Department Head with any available light duty jobs shall provide a brief description of those to the Human Resources & Training Officer to use in the event of a request for accommodation.

## **IX. COMPLAINT PROCEDURE**

### **A. PURPOSE**

The purpose of the complaint procedure is to provide a process where problems with the limited duty program can be mediated in a constructive manner.

Issues that may include, but not be limited to, a complaint:

1. Failure of a department to provide limited duty when such duty is feasibly available or failure to comply with other provisions of this policy
2. Reassignment or removal from a limited duty assignment based on political or religious or union activities, or race, color, national origin, sex, age, handicap or sexual orientation.

Any restriction of sick leave, continuing pay or disability benefits associated with the limited duty program will be referred to the appropriate department head for resolution through discussion with the Business Agent for Local One on behalf of an affected employee. If not resolved at this level, a review committee will be convened to hear the complaint. It will consist of three union representatives including the Business Agent, a Housing Authority represented employee, and another union representative. The Housing Authority will be represented by Human Resources, a supervisorial Housing Authority employee and one other management employee at the Assistant Director level or above. Nothing contained in this section shall prohibit the Authority and the Union from making a mutually agreed upon alternative arrangement.

The Housing Authority will be entitled to restrict sick leave, continuing pay, and disability benefits as permitted by law, the MOU, or by other governing terms of employment.

## B. PROCEDURE:

1. The complaint must be in writing and filed with the Human Resources & Training Officer and a copy sent by the employee to the union. The letter or memo must describe the specific complaint and the relief requested.
2. Within ten (10) days of receipt of the written complaint, members of the Review Committee will be contacted to schedule a meeting. The agency and the employee may appear personally, produce evidence, have union representation, or seek other than union representation.

The Committee will provide a recommendation to the Executive Director for decision and implementation and the employee will receive copies of that decision.

## C. APPEAL RIGHTS

In the event that the review Committee cannot reach a majority decision, the complainant may take the appeal to Step 3 of Section 23 "Grievance Procedure" of the MOU.

## X. WAIVER

The waiver of performance of any obligations of the sections of this HACCC Modified Work/Limited Duty Program shall not be construed as a waiver of the right of such parties to insist upon full performance of such obligations thereafter.

## **EXHIBIT D            MAINTENANCE DIVISION ON-CALL PROCEDURES**

### **HOUSING AUTHORITY OF THE COUNTY OF CONTRA COSTA MAINTENANCE DIVISION ON-CALL PROCEDURES**

On Call duty is any time other than time when a maintenance employee is on regular duty. When assigned to On-Call duty, the employee is required to stand ready to report for duty when contacted by phone call.

#### **On-Call Hours**

On-Call hours are from the end of the regularly scheduled work day to the beginning of the next regularly scheduled shift on week days and twenty-four (24) hours on week-ends and holidays.

#### **Establishment of On-Call List**

Maintenance employees who have successfully completed probation as a Maintenance Mechanic B shall be eligible to volunteer for On-Call duty. The Housing Authority will semi-annually establish a schedule of On-Call assignments. Employees may switch weekly assignments among themselves provided management is notified in writing at least seven (7) days in advance of the change. The On-Call rotation shall remain voluntary, provided at least nine (9) employees are available to create the semiannual list. The Housing Authority will meet with the Union should the number of volunteers fall below nine (9) and prior to making, by inverse order of seniority, the rotation assignment mandatory.

Each Maintenance Mechanic must be at work during the normal work day and available for the full period of the On-call assignment. During the On-call assignment period he/she cannot take any:

- a. Vacation leave
- b. Personal leave
- c. Compensatory leave in lieu of overtime
- d. Unpaid leave
- e. Sick leave
  - i. Unless, there is a family matter/ medical emergency and the mechanic can be fully present for the on-call period following their absence during the work day to attend to family matters for one day only.
  - ii. If the family matter/medical emergency continues longer than one day, the On-Call assignment will be forfeited. The On-call mechanic must immediately advise the Director of Asset Management, or his/her designee of his/her inability to continue the assignment. The assignment will be forfeited for that Mechanic.
  - iii. The Replacement List will then be accessed by Housing Authority management to find an alternate mechanic based on rotating seniority order to complete the rest of the mechanic's on On-call Call assignment.

### **Assignment Period**

Each On-Call duty rotation shall consist of no less than two (2) maintenance employees, one employee responsible for covering all properties in East County through to Bay Point, and the other employee responsible for covering Martinez through to all West County properties.

Maintenance employees may only sign up to cover for either East or West County during the six (6) month On-Call duty rotation with the exception to sign up on the On-Call Replacement List. Each On-Call duty rotation shall be one (1) week in duration.

### **Development of the On-Call Assignment List**

- a. On-call scheduling meetings will be held twice each year at six (6) month intervals. All Maintenance Mechanics are required to attend the meetings. Mechanics will sign up for on-call duty.
- b. For safety reasons, there will be at least a one week break between assignments. No self assigned back-to-back assignments will be accepted by Housing Authority management responsible for Facilities Maintenance; however, back to back assignments may occur only during emergency On-call situations. Housing Authority management shall determine whether an emergency exists.

### **On-Call Replacement List**

This list is created by order of seniority for all Authority mechanics who wish to take replacement On-call assignments. This list will be accessed by Housing Authority management in order to find a replacement if a mechanic on the On-Call assignment list cannot meet their assignment obligations.

### **Acknowledgement of Assignments and On-Call Service Response Criteria**

Each maintenance employee on rotation shall be assigned a cellular phone, provided by the Housing Authority, and shall return a phone call from the on-call service, Bay Alarm, or other Housing Authority personnel within fifteen (15) minutes. It shall be the On-call Maintenance employee's responsibility to ensure that Housing Authority issued equipment is charged and in working order at all times. All employees on the On-Call list will receive site specific orientation, training and general instructions regarding the criteria for immediate versus next day service call response.

### **On-Call Equipment**

#### **a. Vehicles**

Employees serving On-Call rotation will be assigned a Housing Authority vehicle home for the duration of the assignment. Each region will have a designated On-Call vehicle in good working condition. The Housing Authority management shall make reasonable accommodations for vehicle exchange at each rotation. The Housing Authority management and On-Call employee shall inventory and equip the On-Call vehicles, as necessary. Housing Authority Management will ensure each On-Call vehicle is stocked with a standard tool bag. Maintenance Mechanic on duty is responsible for auditing and securing tools and notifying management accordingly. A month's notice will be provided to employees and the Union prior to changing the existing vehicle policy.

No unauthorized person(s) shall be allowed in the Housing Authority vehicle in accordance with the Housing Authority Vehicle Policy. Unauthorized person(s) shall not be allowed to accompany Housing Authority staff when responding to a call out. Authorized persons are those who are involved in Housing Authority business.

**b. Other Equipment**

Each work site office shop shall have a lock box for code, gate key and entry key. Housing Authority management shall arrange for code, gate key and entry key.

**Ensuring Safety When Performing On-Call Assignments**

To ensure safety, an employee serving On-Call may call the other On-Call employee or call a Supervisor for further direction if they believe the work environment is not safe. If necessary, the On-Call employee may call in another maintenance employee to assist. Housing Authority management and the Union shall develop training to ensure all mechanics know how to do their job safely, and how to ensure personal safety on the job.

Housing Authority management shall develop training to ensure that all mechanics know how to perform their jobs in a safe manner and know how to ensure their personal safety while at work. If an employee believes that his/her personal safety is at risk, the employee shall immediately call 911 to report the incident and remove him/her self from the unsafe situation. After calling 911, the employee is to utilize the Emergency Contact List provided and report the situation to Housing Authority management. Housing Authority management will provide next step instructions to the employee.

If a mechanic performing On-Call duty requires the assistance of another mechanic or vendor, he/she must first contact Housing Authority management and state the situation. Housing Authority management will determine if additional assistance is necessary and authorize services as needed.

To ensure safety, the employee serving On-Call must wear their provided Housing Authority identifying clothing/uniform when responding to a call out.

Any loss, damage, or theft of tools or materials when on-call must be reported immediately to the respective Asset Manager responsible for the property.

These provisions will be reviewed regularly by the Union and Management.

The parties will meet on an as needed basis and at the request of either party to assess the need for change in these procedures.

Changes may be made to this side letter during the term of this agreement, subject to meet and confer obligations.

## **EXHIBIT E**

### **HOUSING AUTHORITY OF THE COUNTY OF CONTRA COSTA MAINTENANCE MECHANIC PAY LEVEL B QUALIFICATIONS**

**(Revised December 13, 2011)**

#### **Purpose**

- 1.1 In order to promote longevity, consistency, and compensatory equality among the Maintenance Mechanic classification, the Housing Authority shall administer a non-competitive test for Maintenance Mechanic up-grade to the higher (Level B) pay scale.

#### **Qualifications**

- 2.1 A Maintenance Mechanic is eligible for up-grade to Level B after thirty-six (36) months of consistently acceptable service (as demonstrated by annual performance evaluations) at pay scale Level A. A Maintenance Mechanic may make a written request of the Executive Director (or the designee), within six (6) months of that eligibility, to be tested for the Level B pay scale.
- 2.2 The eligibility shall be considered completed on the first day of the month following thirty-six (36) months of unbroken service. The Housing Authority will then schedule a qualified third-party to administer the pay scale up-grade test upon receipt of the Maintenance Mechanic's request for testing, annually during the month of January. The pay scale increase shall become effective in the first full pay period following the date that the Maintenance Mechanic passes the exam.
- 2.3 The Housing Authority may, at its sole option, elect to administer the test to a Maintenance Mechanic up to six months prior to her / his eligibility date in order to test multiple candidates at one time. The Housing Authority will notify those candidates of its intent to consolidate the test in order to meet the requirements of this paragraph. The effective date for pay scale increases for mechanics that test early shall be at the required first date of eligibility. Although the Pay Level may change, the employee does not need to complete a probation period as the Job Classification will remain as "Maintenance Mechanic". The Anniversary date will correspond with the Pay Level increase on the first of the month following the date of eligibility. Thus annual evaluations and subsequent increases will be given annually by this date.
- 2.4 Should a candidate fail the skills test, the candidate may request and take the exam the following year during the month of January or twelve (12) months after the date of the initial exam, whichever is later.



## Testing

- 3.1 The test shall consist of two parts, a written test and an 'on the job' demonstration of Maintenance Mechanic B skills. The written test and demonstrated skills shall be consistent with and inclusive of the "Illustrative Tasks" and "Knowledge, Skills, and Abilities" portion of the Maintenance Mechanic B job description. The passing score for the written test is seventy-five percent (75%).
- 3.2 The skills test shall consist of those abilities that are readily verifiable in a controlled setting. The skills set tests shall be on a "Pass / Fail" basis. The passing score for the skills test is one hundred percent (100%) for each skills test given. The Housing Authority will notify the Maintenance Mechanics of their scores within five (5) working days of the completed test. Upon request, Housing Authority management will review test results with unsuccessful candidates.
- 3.3 The Maintenance Mechanic may request notification of the required demonstrated skills up to twelve months prior to her/his anniversary date. Housing Authority Management shall make reasonable accommodations with the Maintenance Mechanic to ensure completion of the demonstrated skills review prior to the practical test date. The demonstrated skills may include the following: plumbing stoppages; water heater installation; toilet installation; use and care of tools; spray painting; cabinet refinishing; tenant relations; work safety; and other areas of the "Illustrative Tasks" and "Knowledge, Skills, and Abilities" portion of the Maintenance Mechanic job description.